

MEMORIAL of an instrument to be registered in the Land Registry  
under the Land Registration Ordinance

依據土地註冊條例在土地註冊處註冊的文書之註冊摘要



註冊摘要編號  
Memorial No.:  
12071200830039

接獲日期  
(日/月/年)  
Received On  
(DD/MM/YYYY):  
12/07/2012

Solicitors Code of lodging firm 交付文書律師行的律師代號  00030701	Registration Fee 註冊費用	Please tick the appropriate box 請選擇合適方格					Other (please specify) 其他(請註明)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
		\$210	\$230	\$450	\$1000	\$2000	\$
Nature and object of the instrument 文書的性質及目的  SUB-DEED OF MUTUAL COVENANT (as per plan)(in duplicate)							

Property Reference Number (if any) 物業參考編號(如有的話)  C5717172
---

Address (if applicable; including the address in the Chinese language, if known) 地址 (如適用, 包括所知悉的中文地址)  Neighbourhood Community Centreat Area N5b Discovery Bay Lantau Island New Territories  (Official address not yet known)
---

Undivided Shares (if any) 所佔的不分割份數(如有的話)  196/250,000th
---

Lot Number(s) 地段編號  The Remaining Portion of Lot No.385 in Demarcation District No.352 and the Extensions Thereto
---

Date of instrument 文書日期	15 / 06 / 2012 Day 日 / Month 月 / Year 年	Consideration 代價  N/A
----------------------------	--	-----------------------------

Names of parties (including the names in the Chinese language, if known) 各方的姓名或名稱(包括所知悉的中文姓名或名稱)	In case of change of ownership, please specify Identification Numbers of parties (Identity Card No./Travel Document No./Company No./etc.) 如涉及業權轉變, 請註明各方的身分識別號碼(身分證號碼、旅行證件號碼、公司編號等)	Status of parties (Assignor/ Assignee/etc.) 各方的身分(出讓入、受讓入等)	Respective shares in, and capacities in relation to, the premises 各方在處所的各別份數和身分
Hong Kong Resort Company Limited (香港興業有限公司)	N/A	Registered Owner	N/A
The Financial Secretary Incorporated	N/A	Assignee	N/A
Discovery Bay Services Management Limited (愉景灣服務管理有限公司)	N/A	Manager	N/A

Memorial number (including district code identifier, if applicable) of transaction satisfied 檢價付的文書之註冊摘要編號 (包括地區標識代號, 如適用)  Nil	Stamp Office Instrument Reference No. 印花稅署文書編號  Nil	Stamp Duty 印花稅  \$ Nil
---	---	------------------------------

On this 3rd day of July, 2012, I (name) Li Wing Yin Amy  
於 2012 年 7 月 3 日, 本人(姓名) 李穎恩  
of (name of solicitors firm) KAO, LEE & YIP  
為(律師行名稱) 高、李、葉律師行  
hereby certify that the foregoing Memorial contains a just and true account of the several particulars therein set forth as required by the Land Registration Regulations.  
在此核實上述註冊摘要, 是錄載其內所列各項詳細的確實真實敘述, 以符合《土地註冊規例》的規定。

Hong Kong 香港

Dated the 15<sup>th</sup> day of June 2012

HONG KONG RESORT COMPANY LIMITED

and

THE FINANCIAL SECRETARY INCORPORATED

and

DISCOVERY BAY SERVICES MANAGEMENT LIMITED

SUB-DEED OF MUTUAL COVENANT

in respect of

NEIGHBOURHOOD COMMUNITY CENTRE IN AREA N5b, THE REMAINING PORTION OF LOT NO.385 IN DEMARCATION DISTRICT NO.352 AND THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND, HONG KONG

REGISTERED at the Land Registry by Memorial No. on

for Land Registrar



註冊摘要編號 Memorial No.: 12071200830039

本文書於2012年7月12日在土地註冊處以上述註冊摘要編號註冊。

This instrument was registered in the Land Registry by the above Memorial No. on 12 July 2012.

*Chip Si Fan*  
土地註冊處處長  
Land Registrar

Kao, Lee & Yip  
Solicitors & Notaries,  
17<sup>th</sup> Floor, Gloucester Tower,  
The Landmark,  
Central,  
Hong Kong.

Ref: K/LWY/69897/DPT(CV)



註冊摘要編號 M/N: 12071200830039 DOC

THIS SUB-DEED OF MUTUAL COVENANT is made this 15<sup>th</sup> day of June 2012

BETWEEN :-

- (1) HONG KONG RESORT COMPANY LIMITED (香港興業有限公司) whose registered office is situate at 23rd Floor, China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong (hereinafter called "the Registered Owner") of the first part;
- (2) THE FINANCIAL SECRETARY INCORPORATED, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance (Cap.1015) of the Laws of the Hong Kong Special Administrative Region care of Government Property Agency, 31st Floor, Revenue Tower, No.5 Gloucester Road, Wanchai, Hong Kong (hereinafter called "the Assignee" which expression shall mean the Assignee in its capacity as the Owner of the Neighbourhood Community Centre (as hereinafter defined) and if the context so permits, the successors and assigns of the Assignee as the Owner of the Neighbourhood Community Centre) of the second part; and
- (3) DISCOVERY BAY SERVICES MANAGEMENT LIMITED (愉景灣服務管理有限公司) whose registered office is situate at 23rd Floor, China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong (hereinafter called "the Manager" which expression shall have the meaning assigned to it in Recital (1)(a) of the Principal Deed (as defined below)) of the third part.

WHEREAS :-

- (A) This Sub-Deed of Mutual Covenant (hereinafter called "this Sub-Deed") is supplemental to a Deed of Mutual Covenant dated the 30th day of September 1982 and registered in the Land Registry by Memorial No.IS112018 (hereinafter called "the Principal Deed").
- (B) In this Sub-Deed :-
  - (a) The expressions contained in Recital (1)(a) of the Principal Deed shall apply to this Sub-Deed whenever the context permits.

- (b) The following expressions shall have the following meanings ascribed to them whenever the context permits :-

“Approval Letter”

shall mean the letter from the Director of Lands to the Registered Owner dated 28th February 2000 and registered in the Land Registry by Memorial No.IS280736 as varied or modified by the letter dated 9th November 2005 and registered in the Land Registry by Memorial No. 05112500140012 and the letter dated 31<sup>st</sup> August 2006 and registered in the Land Registry by Memorial No. 06090400770015.

“Conditions”

shall mean New Grant No.6122 dated 10<sup>th</sup> September 1976 as extended by three Extension Letters dated 1st August 1979, 19th August 1980 and 16th July 1981 and registered in the Land Registry as New Grant No.6620, New Grant No.6788 and New Grant No.6947 respectively and as varied and/or modified by the Approval Letter and shall include any subsequent modifications and extensions of the Conditions.

- “Government” shall mean The Government of The Hong Kong Special Administrative Region of The People’s Republic of China.
- “GPA” shall mean the Government Property Administrator of the Government Property Agency of 31<sup>st</sup> Floor, Revenue Tower, No.5 Gloucester Road, Wanchai, Hong Kong and shall include its successors-in-title and any other officer or department of the Government or any government or administrative authorities holding or bearing whatever title or office whose or which may at any time and from time to time take up and/or replace and/or assume and/or exercise, in whole or in part, any function or role of the Government Property Administrator.
- “Master Plan” shall mean Master Plan 6.0E1 and the Schedule of Development in respect thereof referred to in the Approval Letter and any amendment or supplement thereto.
- “Management Units” shall mean units allocated to the Neighbourhood Community Centre in accordance with the provisions of the Principal Deed and this Sub-Deed.

“Neighbourhood Community Centre ”

Within Area N5b, which for identification purposes only is shown coloured pink on the plan marked “NEIGHBOURHOOD COMMUNITY CENTRE AT AREA N5b, THE REMAINING PORTION OF LOT NO. 385 IN D.D. NO. 352 AND THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND, SUB-DMC PLAN” attached hereto and marked “AREA N5b” thereon, a Community Centre consisting of a Community Hall, an Integrated Services Centre and the Common / Shared Areas which for identification purposes only are shown coloured green, pink and indigo respectively on the floor plans with Drawing Nos. ADP-04, ADP-05 and ADP-06 attached hereto; and shall have the same meaning as defined in Clauses (1)(a)(III) and (1)(b)(II) of the Approval Letter.

“Owner of the Neighbourhood Community Centre”

shall mean the Owner of the Undivided Shares of the Neighbourhood Community Centre and its successors and assigns.

- (C) In this Sub-Deed references to the singular shall include the plural and vice versa and references to the masculine gender shall include the feminine or neuter gender.
- (D) By an Assignment bearing even date herewith and made between the Registered Owner of the one part and the Assignee of the other part (hereinafter called "the Assignment"), the Registered Owner assigned unto the Assignee All That the estate right title benefit and interest of the Registered Owner of and in All Those 196 equal undivided 250,000th parts or shares of and in the Lot together with the full and exclusive right and privilege to hold use occupy and enjoy All That the Neighbourhood Community Centre.
- (E) The parties hereto have agreed to enter into this Sub-Deed for the purpose of making provisions for defining and regulating the rights, interests and obligations of the Owner of the Neighbourhood Community Centre, including its lessees, tenants, licensees, authorised persons and owner(s) and occupier(s) for the time being of the Neighbourhood Community Centre where the context so permits, the Registered Owner and the Manager in respect of the Neighbourhood Community Centre and to provide for a due proportion of the common expenses of the Lot to be borne by the Owner of the Neighbourhood Community Centre as aforesaid.
- (F) The provisions of this Sub-Deed have been approved by the Director of Lands pursuant to the Conditions.

NOW THIS DEED WITNESSES as follows :-

SECTION I

UNDIVIDED SHARES AND RESERVED RIGHTS

- 1.1 The Director of Lands has by his letter of 6<sup>th</sup> June 2012 approved that 196 equal undivided 250,000th parts or shares of and in the Lot shall be allocated to the Neighbourhood Community Centre pursuant to Condition (1)(I)(II) of the Approval Letter.
- 1.2 There is reserved unto the Registered Owner the following rights and privileges :
  - (a) The Registered Owner shall have full power at any time hereafter and from time to time to enter into and upon all parts of the Lot with all necessary equipment plant and materials for the purposes of constructing the other phases or parts of the Lot or any part thereof in accordance with the Master Plan or the Master Plans referred to in the Principal Deed or such other plans or amendments as may hereafter be approved by the appropriate Government authorities. The right of the Registered Owner to enter the Lot to carry out such works shall extend equally to all necessary contractors agents workers and other persons authorised in writing by the Registered Owner. The Registered Owner in pursuance of such works may from time to time issue in writing to the Owners instructions as to the areas or parts of the Lot that the Owners their servants agents or licensees may or may not use while such works are being carried out Provided that notwithstanding Clause 1.2(c) hereof, the right to enter the Neighbourhood Community Centre under this Clause shall be exercised with prior reasonable notice and only when entry is unavoidable and the Registered Owner in exercise of its rights under this Clause shall act with all due expedition causing as little disturbance as possible and making good any damage caused thereby, including reimbursement of costs and expenses incurred therefor by the Assignee or Owner of the Neighbourhood Community Centre.



- (b) The Registered Owner reserves the right to enter into further Sub-Deeds of Mutual Covenant with the purchasers of the other phases or parts of the Lot for purposes similar to this Sub-Deed provided always that such Sub-Deeds of Mutual Covenant shall not conflict with the provisions of this Sub-Deed or affect the rights, interests, easements, privileges or obligations of the Owner of the Neighbourhood Community Centre or the Assignee and shall be approved by the Director of Lands.
  - (c) The Registered Owner hereby specifically excepts and reserves unto itself all the covenants, rights, liberty, privileges, entitlements, exceptions and reservations as are granted and conferred on the Registered Owner under the Conditions and the Principal Deed.
  - (d) The Registered Owner and the Manager can enter the Neighbourhood Community Centre for maintenance and repair purposes but they shall first obtain prior approval of the Owner of the Neighbourhood Community Centre except in emergency and shall be liable for all costs and expenses incurred for any damage caused to the Neighbourhood Community Centre.
- 1.3 Subject to the Conditions and the Principal Deed the rights reserved to the Registered Owner in this Sub-Deed and the powers and duties of the Manager shall be subject to the rights and privileges of the Assignee reserved in Section II of this Sub-Deed and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to the Assignee in the Conditions, the Principal Deed and in this Sub-Deed and in particular,
- (a) Any amendment to the Master Plans as defined in the Principal Deed and the Master Plan as defined in this Sub-Deed should not affect the Neighbourhood Community Centre.
  - (b) The right to designate any part of the City to be City (or other) Common Areas shall not affect the proper use and enjoyment of the Neighbourhood Community Centre.
  - (c) The right to re-allocate Management Units or Undivided Shares should not affect the proportion of Management Units and Undivided Shares allocated to the Neighbourhood Community Centre.

- (d) The right to change the name of the City should not include a right to change the name of the Neighbourhood Community Centre.
- (e) The right to amend, vary or alter plans should not impede or restrict access to or from the Neighbourhood Community Centre.
- (f) Subject to Clause 1.3(j) hereof, the right to vary the terms of the Conditions must not result in the Owner of the Neighbourhood Community Centre being liable for any premium payable for any variation save that the Owner of the Neighbourhood Community Centre may agree to pay that portion of the premium payable for the variation to the extent that the variation, in the opinion of the Owner of the Neighbourhood Community Centre or GPA, directly benefits the Neighbourhood Community Centre but not otherwise.
- (g) The right to assign, surrender or dedicate any part of the Lot should exclude the Neighbourhood Community Centre.
- (h) The Registered Owner shall not represent the Assignee or GPA in any dealings with the Government if such dealings solely affect the Neighbourhood Community Centre except with consent of the Assignee.
- (i) The right to amend, vary, alter plans including the Master Plans as defined in the Principal Deed or the Master Plan as defined in this Sub-Deed should require approval of the Owner of the Neighbourhood Community Centre if it solely affects the Neighbourhood Community Centre.
- (j) The right to vary the terms of the Conditions shall require the prior written approval of the Owner of the Neighbourhood Community Centre if in the opinion of the Owner of the Neighbourhood Community Centre or GPA it solely affects the Neighbourhood Community Centre (which approval shall not be unreasonably withheld) and shall not be prejudicial to the rights of the Owner of the Neighbourhood Community Centre in the reasonable use and enjoyment of and access to the Neighbourhood Community Centre.

SECTION II

EASEMENTS, RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH THE NEIGHBOURHOOD COMMUNITY CENTRE

2.1 Subject to the Principal Deed and the City Rules, but otherwise notwithstanding other provisions in this Sub-Deed, the Assignee, its lessees, tenants, licensees, authorised persons and the Owner or occupier of the Neighbourhood Community Centre shall have the benefit of the following easements, rights and privileges (which shall be exercised without the permission, approval or consent of the Manager) :-

- (a) The right of shelter, support and protection for the Neighbourhood Community Centre.
- (b) The free and uninterrupted passage and running of water, sewage, gas, electricity, air-conditioning, telephone and any other services from and to the Neighbourhood Community Centre through the sewers, drains, gutters, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media which now are or may at any time hereafter be in under or passing through any part of the Lot and the City at all times for the proper use and enjoyment of the Neighbourhood Community Centre but Subject always to the rights of the Manager and the Registered Owner under the Principal Deed.
- (c) The right at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Neighbourhood Community Centre or any part thereof (hereinafter referred to as "the Neighbourhood Community Centre Services") at any time at its absolute discretion and without any charge by the Registered Owner Provided that proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Neighbourhood Community Centre Services so as to ensure that no damage is caused to the services and facilities within the extended development (as defined in the Approval Letter) and serving all those parts of the development on the extended development other than the Neighbourhood Community Centre.

- (d) Full right and liberty (but Subject always to the rights of the Manager and the Registered Owner under the Principal Deed and in common with all other persons having the like right) to go, pass and repass over and along and to use the City Common Areas or any common parts for the common use and benefit of all Owners on the Lot and the City and to use and receive the benefit of the City Common Facilities or any common facilities for the common use and benefit of all Owners on the Lot and the City for all purposes connected with the proper use and enjoyment of the Neighbourhood Community Centre.
- (e) The right at all reasonable times with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery to enter upon the City Common Areas and the City Retained Areas or any part thereof for the purposes of extending or carrying out construction, maintenance, repair, addition, alteration and other works to the Neighbourhood Community Centre or any part thereof and maintenance, repair, alteration, diversion, variation, relaying and reinstatement and other works to the Neighbourhood Community Centre Services or any part thereof.
- (f) The free and uninterrupted rights of way to and from the Neighbourhood Community Centre.
- (g) The exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on any walls, columns and other structural elements of, within, around and on the boundary of the Neighbourhood Community Centre or any part thereof as the Owner of the Neighbourhood Community Centre or the Assignee shall deem fit and the right of access over the City Common Areas and the City Retained Areas or any part thereof with or without servants, workmen and others and with or without plant, equipment, machinery and material for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements.
- (h) The right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants

and materials fixed on, in or to any roof slabs, walls and other structural elements of the Neighbourhood Community Centre or any part thereof.

- (i) The right to alter and run additional services to serve and benefit exclusively the Neighbourhood Community Centre or any part thereof on any walls, columns, beams, ceilings, roof slabs, floor slabs and other structural elements of, in, around, within, above and below the Neighbourhood Community Centre and the related right of access over the Lot or any part of the City with or without servants, workmen and others and with or without plant, equipment, machinery and material.
  - (j) The right of the Government, the Owner of the Neighbourhood Community Centre or the Assignee to alter or vary at any time the use of the Neighbourhood Community Centre without having to obtain the approval or consent of the Registered Owner or the Manager.
- 2.2 The Assignee as the Owner of the Neighbourhood Community Centre shall be exempt from using the Registered Owner's or the Manager's nominated maintenance or service contractors for works relating exclusively to the Neighbourhood Community Centre.
- 2.3 Subject to the Principal Deed, the Owner of the Neighbourhood Community Centre shall have the full and free rights at all times without the consent of any Owner or the Manager to develop and redevelop the Neighbourhood Community Centre, to erect demolish alter any structure or building on over under or within the Neighbourhood Community Centre and to carry out any other works within the Neighbourhood Community Centre as may be required by the Owner of the Neighbourhood Community Centre and for these purposes, to enter upon and to pass through the City Common Areas and the City Retained Areas with all necessary equipments plants and materials with or without vehicles.
- 2.4 The Assignee as the Owner of the Neighbourhood Community Centre shall be exempt from the Fitting Out Regulations under the City Rules.

SECTION III

EASEMENTS, RIGHTS AND PRIVILEGES SUBJECT TO WHICH THE  
NEIGHBOURHOOD COMMUNITY CENTRE IS HELD

- 3.1 Each Undivided Share of the Neighbourhood Community Centre shall be subject to the rights and privileges provided in the Principal Deed and this Sub-Deed.
- 3.2 Easements rights and privileges equivalent to those set forth in Clause 2.1 of Section II of this Sub-Deed.
- 3.3 The right to the exclusive use, occupation and enjoyment of the Neighbourhood Community Centre shall not be sold, assigned, mortgaged, charged, leased (except for a lease or tenancy the terms of which shall not exceed 8 years or for leases granted to Government or public utilities companies) or otherwise dealt with separately from the Undivided Shares allocated to the Neighbourhood Community Centre.
- 3.4 Where the Assignee is liable for the payment of management and maintenance charges and reimbursement in respect of expenditure of a capital nature (“the charges”) the charges shall be payable from the date of the Assignment or the date of taking over of the Neighbourhood Community Centre, whichever is the earlier.
- 3.5 The right of access granted to the Owner of the Neighbourhood Community Centre herein is subject to the Principal Deed and this Sub-Deed.

SECTION IV

COVENANTS, PROVISIONS AND RESTRICTIONS TO BE OBSERVED AND PERFORMED BY THE OWNER OF THE NEIGHBOURHOOD COMMUNITY CENTRE

Subject to the provisions of the Principal Deed and the easements, rights and privileges granted to the Owner of the Neighbourhood Community Centre in Clause 2.1 of Section II of this Sub-Deed :

- 4.1 Every assignment of the Neighbourhood Community Centre shall contain an express covenant by the purchaser thereof to notify the Manager of any change of ownership within one month from the date of the assignment.
- 4.2
  - (a) The Owner of the Neighbourhood Community Centre shall from the date of the Assignment pay the Government rent in respect of the Neighbourhood Community Centre in accordance with the provisions of the Government Rent (Assessment and Collection) Ordinance (Cap.515) and shall indemnify the other Owners from and against all liabilities therefor.
  - (b) The Owner of the Neighbourhood Community Centre shall from the date of the Assignment pay and discharge all existing and future taxes, rates, assessments, property tax and outgoings of every kind and description for the time being assessed or payable in respect of the Neighbourhood Community Centre.
- 4.3 The Owner of the Neighbourhood Community Centre shall pay to the Manager on the due date his due proportion of the Manager's Remuneration and the Management Expenses payable as herein and in the Principal Deed provided.
- 4.4
  - (a) The Owner of the Neighbourhood Community Centre shall not make any structural alteration which will interfere with or affect the rights of other Owners.
  - (b) The Owner of the Neighbourhood Community Centre shall not cut, alter or interfere with any part or parts of the Village Common Areas or City Common Areas or any of the Village Common Facilities or City Common Facilities or any equipment or apparatus on in or upon the Lot except with the permission of the Manager (which permission shall not be

unreasonably withheld) Provided That no such cutting, alteration or interference may be in such a manner as (i) unreasonably to interfere with the use and enjoyment of those common areas or common facilities by any Owner or (ii) to cause a nuisance or hazard to any person lawfully in the City.

- 4.5 The Owner of the Neighbourhood Community Centre shall not do or permit or suffer to be done any act or thing in contravention of the terms and conditions in the Conditions or whereby any insurance on the buildings, erections or structures or any part thereof erected or to be erected on the Lot may become void or voidable or whereby the premium for any such insurance may be increased and in the event of any breach of this Clause by the Owner of the Neighbourhood Community Centre, in addition to any other liability incurred thereby, the Owner of the Neighbourhood Community Centre shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.
- 4.6 The Owner of the Neighbourhood Community Centre which expression shall exclude the Assignee but shall include any other owner, the tenant or occupier of the Neighbourhood Community Centre shall be responsible for and shall indemnify all other Owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of the Owner of the Neighbourhood Community Centre or any occupier of any part of the Neighbourhood Community Centre or any person using such part of the Neighbourhood Community Centre with his consent express or implied or by or through or in any way owing to the overflow of water therefrom.
- 4.7 The Owner of the Neighbourhood Community Centre which expression shall exclude the Assignee but shall include any other owner, the tenant or occupier of the Neighbourhood Community Centre shall be responsible to the other Owners for the time being for the acts and omissions of all persons occupying with his consent express or implied any part or parts of the Neighbourhood Community Centre owned by him and shall pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by the act, neglect or default of any such person. In the case of loss or damage which the Manager is



responsible to make good or repair such costs, charges and expenses shall be recoverable by the Manager as hereinafter provided and in the case of loss or damage suffered by other Owners or occupiers of any part of the other phases and/or the Lot for which the Manager is not responsible to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

- 4.8 The Owner of the Neighbourhood Community Centre shall not do or permit or suffer to be done and shall take all reasonable steps to prevent his tenants, occupiers or licensees from doing any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the City at any time in the course of construction and/or the management and the maintenance of the City or the buildings and/or erections and/or structures which may be erected or to be erected on the Lot.
- 4.9 The Owner of the Neighbourhood Community Centre shall maintain the Neighbourhood Community Centre in a good, clean and safe condition and in the manner as to avoid any nuisance which affects the quiet enjoyment of the Owners adjoining the Neighbourhood Community Centre.
- 4.10 The Owner of the Neighbourhood Community Centre shall be responsible for the maintenance and management of the Neighbourhood Community Centre.
- 4.11 The Owner of the Neighbourhood Community Centre shall not use or permit or suffer the part of the Neighbourhood Community Centre owned by him to be used for any illegal or immoral purpose provided always that nothing in this provision shall restrict the Registered Owner in its development of the Lot or the other parts of the City in accordance with the Master Plans referred to in the Principal Deed.
- 4.12 The Owner of the Neighbourhood Community Centre shall not use or permit or suffer the Neighbourhood Community Centre or any part thereof to be used except in accordance with the Buildings Ordinance or any Ordinances and Regulations from time to time applicable thereto.
- 4.13 No part of the City Common Areas, City Retained Areas, Major Roads, Village Common Areas or Village Retained Areas (as defined in the Principal Deed) shall be obstructed or encumbered save with the licence of the Manager nor shall any refuse or other matter or things be placed or left thereon and the Owner of the

Neighbourhood Community Centre shall not do or suffer or permit to be done anything in the City Common Areas, City Retained Areas, Major Roads, Village Common Areas or Village Retained Areas (as defined in the Principal Deed) as may be or become a nuisance to any other Owners or occupiers of any other part of the City.

- 4.14 The refuse disposal areas (if any) shall be used only in the manner prescribed by the Manager and subject to the City Rules and Village Rules (if any) covering the same.
- 4.15 The Owner of the Neighbourhood Community Centre shall not throw out or discard or permit or suffer to be thrown out or discarded from any part of the Neighbourhood Community Centre owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the facilities (if any) provided for the disposal thereof.
- 4.16 The Owner of the Neighbourhood Community Centre may at his own expense install in the Neighbourhood Community Centre such additions, improvements, fixtures, fittings and decoration and remove the same Provided however that no such installation or removal shall cause any structural damage of any part of the Lot or the City subject to the power and right of the Registered Owner under Clause 1.2(a) hereof and provided further that nothing in this Clause shall inhibit the Registered Owner in proceeding with and completing the construction of the City and development of the Lot in accordance with the Master Plans referred to in the Principal Deed.
- 4.17 The Owner of the Neighbourhood Community Centre shall not make any alteration to any installation or fixture so as to affect or be likely to affect the supply of water, electricity or gas to the other parts of the Lot and/or the City.
- 4.18 No roof, top roof, upper roof or flat roof or terrace or balcony (if any) shall be enclosed or obstructed which in any way shall contravene the regulations of the Fire Services Department or other competent authority concerned from time to time in force.
- 4.19 The Owner of the Neighbourhood Community Centre shall not store or permit to be stored in the Neighbourhood Community Centre or any part or parts thereof any hazardous, dangerous or combustible goods or materials except such as may

be reasonably required for the purpose of the use of the Neighbourhood Community Centre as permitted by the Conditions or pursuant to Clause 2.1(j) of Section II of this Sub-Deed.

- 4.20 The Owner of the Neighbourhood Community Centre shall notify the Registered Owner and the Manager in writing within one month of any change of user of the Neighbourhood Community Centre any part(s) thereof.
- 4.21 The Owner of the Neighbourhood Community Centre shall comply with the terms and conditions of this Sub-Deed, the Principal Deed, the Conditions, the Approval Letter and all relevant government and/or statutory requirements in the construction, erection and/or development of the Neighbourhood Community Centre or any part thereof and any subsequent alteration, addition and/or redevelopment of the same.
- 4.22 For the avoidance of doubt, the Owner of the Neighbourhood Community Centre shall deliver at its own cost and expenses all refuse and waste out of the City in such manner as reasonably required or approved by the Manager from time to time.

SECTION V

MANAGEMENT EXPENSES AND POWERS OF MANAGER

- 5.1 (a) The Owner of the Neighbourhood Community Centre hereby appoints the Manager irrevocably as attorney to enforce the provisions of this Sub-Deed and hereby covenants not to enforce the terms of this Sub-Deed otherwise than through the Manager subject to the provisions in the Principal Deed contained and all powers duties and rights of the Manager as provided in Section IV of the Principal Deed shall apply.
- (b) Notwithstanding anything contained in Clause C1 of Section IV of the Principal Deed, the Manager agrees that it shall not exercise its right under the said clause to effect any increase in the Manager's Remuneration such that the Manager's Remuneration exceeds 5% (or such other percentage that has already been approved by the City Owners' Committee) of the total expenditure for the total management costs of the City and Car Parking Spaces of the City without the prior approval of the City Owners' Committee.
- 5.2 For the purpose of determining the contributions to be made by the Owner of the Neighbourhood Community Centre to the Management Expenses of the City and to the Manager's Remuneration, there shall be allocated to the Neighbourhood Community Centre 196 Management Units.
- 5.3 The Manager shall calculate the actual expenditure of the cost and expenses for the management and maintenance of the City at the end of each calendar month.
- 5.4 The Owner of the Neighbourhood Community Centre shall pay a due proportion of the actual expenditure contained in Clause 5.3 of Section V of this Sub-Deed according to the number of Management Units allocated to the Neighbourhood Community Centre.
- 5.5 Subject always to the rights of the Registered Owner under the Principal Deed and this Sub-Deed the Manager shall have full right and authority to control and manage the City Retained Areas, the City Common Areas, the Major Roads, the Village Retained Areas (as defined in the Principal Deed) and the Village Common Areas and in this connection shall have power:-

- (a) to license and control parking thereon and to remove vehicles or other things parked or left thereon or therein not so licensed; and
  - (b) to license or let out any part thereof for such sum and for such purposes as it thinks fit and any charges received by the Manager in the exercise of the aforesaid power shall form part of the Management Funds.
- 5.6 The Manager shall have power to provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the City as it may consider suitable and convenient to facilitate waste separation and recovery by the Owner of the Neighbourhood Community Centre. The Manager shall use all reasonable endeavours to ensure that the waste separation and recovery facilities so provided shall consist of material that will not cause any fire hazard and shall be placed in such locations so as not to cause obstruction to any fire escape route and, to the extent that recycling facilities are reasonably available, recyclable materials recovered from the waste separation and recovery facilities or through the regular cleansing process shall be properly collected, stored, and sent for recycling. The Manager shall maintain the waste separation and recovery facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owner of the Neighbourhood Community Centre.
- 5.7 The Manager shall have power to organize any activities as it may consider appropriate on a regular basis to promote the environmental awareness of the Owners and occupiers of the City and to encourage the Owners and occupiers to participate in such activities with a view to improving the environmental conditions of the City.
- 5.8 The Manager shall not represent the Assignee as the Owner of the Neighbourhood Community Centre or GPA in any dealings with the Government except in all matters touching or concerning the due management of the City as provided in the Principal Deed.
- 5.9 Subject to the Conditions and the Principal Deed the powers and duties of the Manager shall not in any way adversely affect or prejudice the rights easements and privileges reserved to the Owner of the Neighbourhood Community Centre in the Conditions, the Principal Deed and in this Sub-Deed.

- 5.10 Any consent that the Owner of the Neighbourhood Community Centre may be required to obtain from the Manager shall not be unreasonably withheld and shall be provided free of charge.
- 5.11 Subject to the Conditions and the Principal Deed, the City Rules shall not adversely affect or interfere with the use, operation and enjoyment of the Neighbourhood Community Centre.
- 5.12 Subject to the provisions of the Principal Deed in respect of the Lot and the City, the Assignee as the Owner of the Neighbourhood Community Centre shall not be liable to contribute any management and maintenance expenses in respect of common areas and facilities serving the extended development (as defined in the Approval Letter) or any part thereof and the Government Accommodation (as defined in the Approval Letter) and the School Site in Area N4b (as defined in the Approval Letter) other than common areas and facilities which are for the common use and benefit of all Owners for the time being of the Lot and the City.
- 5.13 (a) Subject to the Principal Deed, the liability of the Assignee for the payment of the management and maintenance charges shall not exceed the proportion that the Management Units of the Neighbourhood Community Centre bears to the total Management Units of the Lot and the City. The payment of the management and maintenance charges shall be payable from the date of the Assignment or the date of taking over the Neighbourhood Community Centre, whichever is the earlier.
- (b) The Assignee shall be liable for reimbursement in respect of expenditure of a capital nature for the areas, facilities and services which directly serve or benefit the Neighbourhood Community Centre or are used by the Owner of the Neighbourhood Community Centre Provided that:
- (i) the liability of the Assignee shall not exceed the proportion that the Management Units of the Neighbourhood Community Centre bears to the total Management Units of the Lot and the City;
  - (ii) the reimbursement in respect of expenditure of a capital nature shall be as determined by the GPA or person nominated by the Director of Lands for this purpose and shall first be approved in writing by the

GPA or person nominated by the Director of Lands before liability for payment thereof is incurred; and

- (iii) the payment of the reimbursement in respect of expenditure of a capital nature shall be payable from the date of the Assignment or the date of taking over the Neighbourhood Community Centre, whichever is the earlier.

- 5.14 As may be requested in writing by the GPA, the Manager shall provide the Assignee, as the Owner of the Neighbourhood Community Centre, free of charge with quarterly accounts, audited reports and budgets to justify the expenses incurred/estimated. The said accounts, reports, budgets, notices and demands shall be sent free of charge to the Assignee by prepaid post or delivered by hand to the GPA, Government Property Agency, 31/F, Revenue Tower, 5 Gloucester Road, Wanchai, Hong Kong or such other person and address nominated by the Assignee in writing.
- 5.15 As may be requested in writing by the GPA, the Manager shall provide the Assignee, as the Owner of the Neighbourhood Community Centre, free of charge with notices, agendas and minutes of the meetings of the City Owners' Committee. The said notices, agendas and minutes of the meeting shall be sent free of charge to the Assignee by prepaid post or delivered by hand to the GPA, Government Property Agency, 31/F, Revenue Tower, 5 Gloucester Road, Wanchai, Hong Kong or such other person and address nominated by the Assignee in writing.
- 5.16 Notwithstanding Clause 4.10 of this Sub-Deed, upon the request of the Owner of the Neighbourhood Community Centre, the Manager will undertake the maintenance of any services, facilities and installations in the City Common Areas and the City Retained Areas serving exclusively the Neighbourhood Community Centre and will be reimbursed by the Owner of the Neighbourhood Community Centre with the costs expended in carrying out such maintenance on condition that the maintenance will not be carried out until the Manager has submitted an estimate of costs together with supporting documents and any other relevant information that the Owner of the Neighbourhood Community Centre considers necessary and the Owner of the Neighbourhood Community Centre has

approved in writing the estimated costs and the maintenance work to be carried out by the Manager.

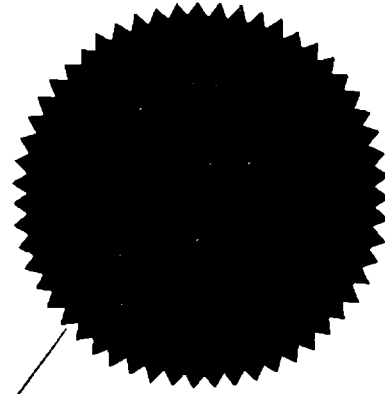


SECTION VI  
MISCELLANEOUS

- 6.1 The provisions of Schedules 7 and 8 to the Building Management Ordinance (Cap.344) shall be incorporated into and form part of this Sub-Deed (collectively “the incorporated provisions”) and to the extent that any provision in this Sub-Deed is inconsistent with the incorporated provisions, the incorporated provisions shall prevail.
- 6.2 The mutual covenants herein contained are intended to be annexed to and shall run with the Lot and each and every undivided share therein and shall be enforceable by and against the Owners for the time being of such undivided shares both as to the benefit and burden of such covenants, and any Ordinance or other statutory enactment for the time being in force concerning the enforcement of mutual covenants relating to land or buildings shall apply to this Sub-Deed Provided however that no person shall be liable for any of the covenants or provisions of this Sub-Deed in respect of any undivided share owned by him after ceasing to be an Owner save and except in respect of any breach, non-observance or non-performance by such person of any such covenants or provisions prior to his ceasing to be the Owner thereof.
- 6.3 The Registered Owner shall at its own cost provide a direct translation in Chinese of this Sub-Deed. The Registered Owner shall deposit a copy of this Sub-Deed and the Chinese translation in the management office in the City within one (1) month from the execution hereof and for inspection by the Owners free of cost and for taking copies at their own expense and upon payment of a reasonable charge. All charges received must be credited to the Reserve Fund (as referred to in Clause 2(o) of Sub-section D of Section IV of the Principal Deed). In the event of any dispute as to the effect of the Chinese translation and the English language document as approved by the Director of Lands, the latter shall prevail.

IN WITNESS whereof the Registered Owner and the Manager and the Assignee have caused their respective Common Seals to be hereunto affixed the day and year first above written.

SEALED with the Common Seal of )  
 )  
 the Registered Owner in the presence of )  
 )  
 and SIGNED )  
 )  
 by CHAN Chi Ming, its Director )  
 MAK Sau Ching, its Secretary )  
 )  
 director(s)/person(s) duly authorised by a )  
 )  
 resolution of its board of directors whose )  
 )  
 signature(s) ~~is~~are verified by :- )

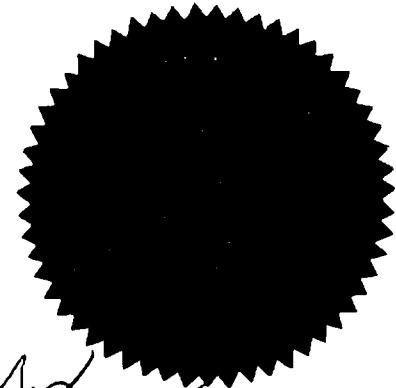


*Handwritten signature of Chan Chi Ming*  
*Handwritten signature of Mak Sau Ching*

*Handwritten signature of Li Wing Yin Amy*

**LI WING YIN AMY**  
 Solicitor, Hong Kong SAR  
 Messrs. Kao, Lee & Yip

SEALED with the Common Seal of )  
 )  
 the Manager in the presence of and )  
 )  
 SIGNED by )  
 )  
**CHENG SAM TLY ABRAHAM** )  
 )  
 director(s)/person(s) duly authorised by a )  
 )  
 resolution of its board of directors whose )  
 )  
 signature(s) ~~is~~are verified by :- )

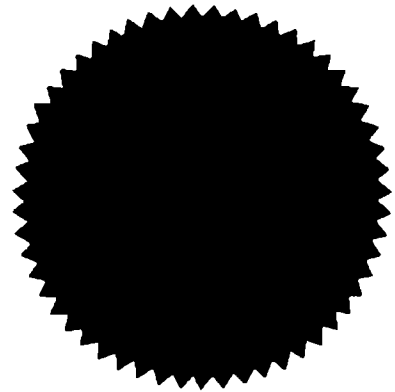


*Handwritten signature of Cheng Sam Tly Abraham*

*Handwritten signature of Li Wing Yin Amy*

**LI WING YIN AMY**  
 Solicitor, Hong Kong SAR  
 Messrs. Kao, Lee & Yip

SEALED with the Official Seal of )  
 )  
The Financial Secretary Incorporated )  
 )  
and SIGNED by John TSANG Chun-wah, )  
 )  
the Financial Secretary, by )  
 )  
JIM Yuen-shan, Sandy )  
 )  
Chief Property Manager )  
to whom his power of execution has been )  
 )  
delegated in accordance with Section 4 )  
 )  
of the Financial Secretary Incorporation )  
 )  
Ordinance in the presence of :- )



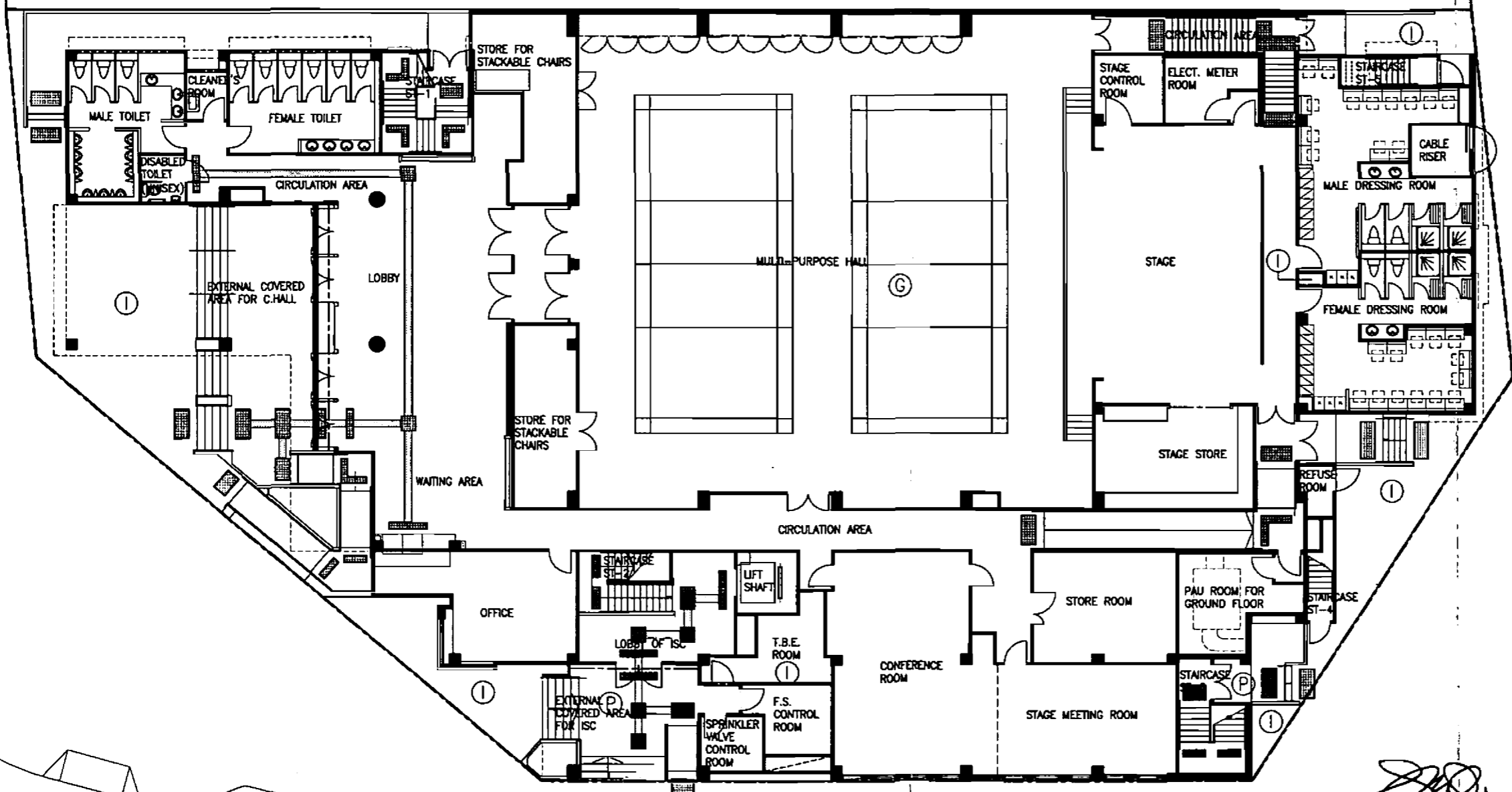
(CHIU Yuen-yee)  
Property Manager  
Government Property Agency



註冊編號 M.N. 12071200830039 A3C



B.D. REF. NO.  
F.S.D. REF. NO.



Simon S. M. Kwan  
B.Arch, Ph.D., RIBA, FHKIA, FRAIA  
Authorized Person, Registered Architect

LEGEND		FLOOR AREA CALCULATION FOR G/F
ⓐ = GREEN	COMMUNITY HALL	1183.13m <sup>2</sup>
Ⓟ = PINK	INTEGRATED SERVICES CENTRE	84.78m <sup>2</sup>
Ⓢ = INDIGO	COMMON / SHARED AREAS	232.02m <sup>2</sup>

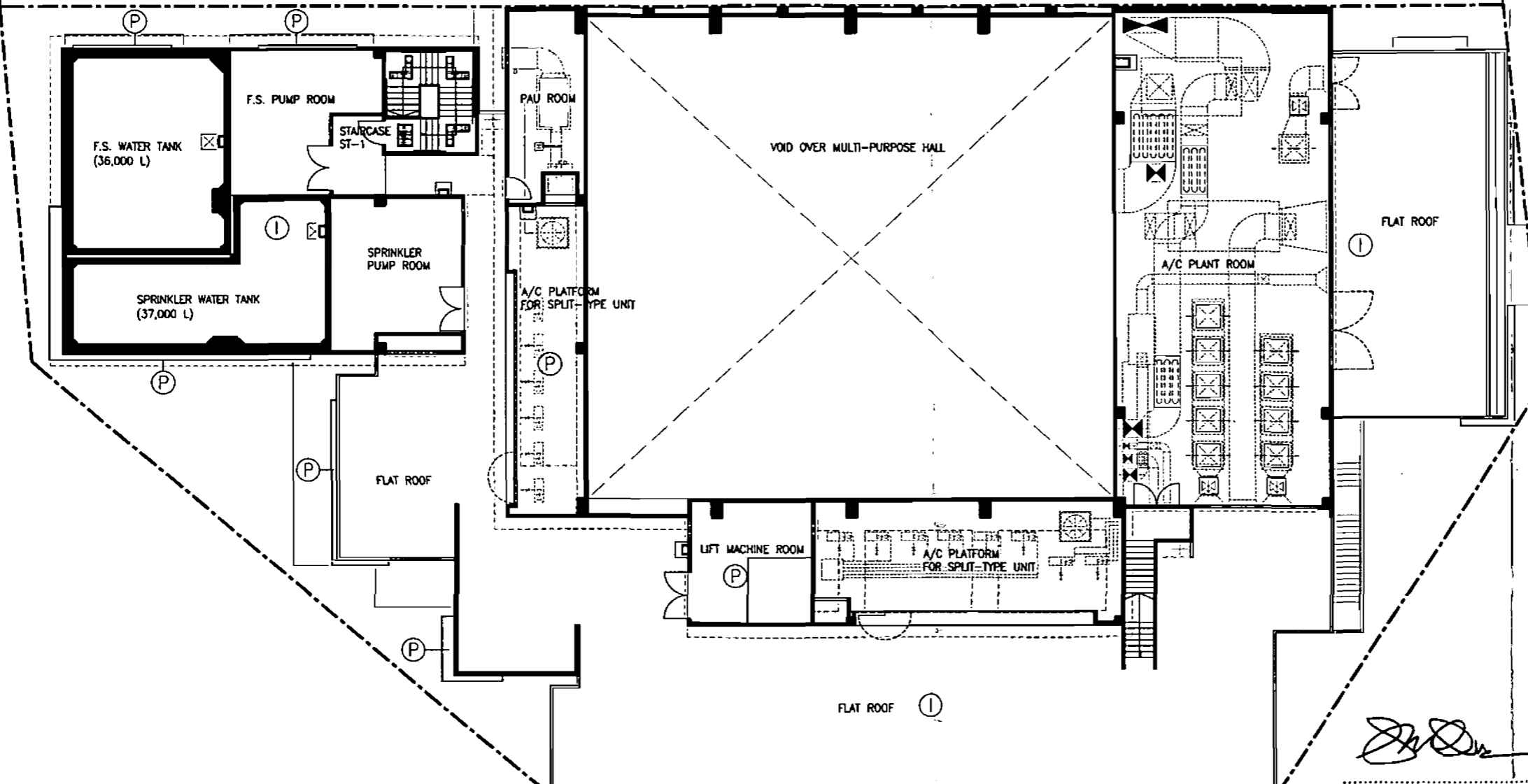
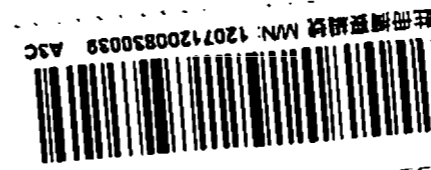
DO NOT SCALE DRAWING. CHECK ALL DIMENSIONS ON SITE.  
ALL RIGHTS RESERVED. © SIMON KWAN & ASSOCIATES LTD.  
JOB TITLE  
PROPOSED COMMUNITY HALL & INTEGRATED SERVICES CENTRE,  
DISCOVERY BAY  
NORTH DEVELOPMENT  
LOT NO. R.P. OF LOT 385 IN  
DD 352 AND EXTENSION

JOB TITLE  
SUB DMC PLAN  
FLOOR AREA CALCULATION -  
GROUND FLOOR

SCALE	DATE	
SCALE 1 : 200 (A3)	PLANNED	
CHECKED	DATE	
DATE	DATE	
JOB NO.	REVISION NO.	REV.
J350	ADP-04	-

SIMON KWAN & ASSOCIATES LTD.  
Architects, Planners & Designers  
聯合建築師事務所有限公司





*Simon S. M. Kwan*

Simon S. M. Kwan  
B.Arch, Ph.D., RIBA, FHKIA, FRAIA  
Authorized Person, Registered Architect

LEGEND		FLOOR AREA CALCULATION FOR R/F	
③ = GREEN	COMMUNITY HALL		
② = PINK	INTEGRATED SERVICES CENTRE	81.88m <sup>2</sup>	
① = INDIGO	COMMON / SHARED AREAS	816.99m <sup>2</sup>	

B.D. REF. NO.  
F.S.D. REF. NO.

DO NOT SCALE DRAWING. CHECK ALL DIMENSIONS ON SITE.  
ALL RIGHTS RESERVED. © SIMON KWAN & ASSOCIATES LTD.

PROPOSED COMMUNITY HALL & INTEGRATED SERVICES CENTRE, DISCOVERY BAY  
NORTH DEVELOPMENT  
LOT NO. R.P. OF LOT 385 IN DD 352 AND EXTENSION

SUB DMC PLAN  
FLOOR AREA CALCULATION - ROOF FLOOR PLAN

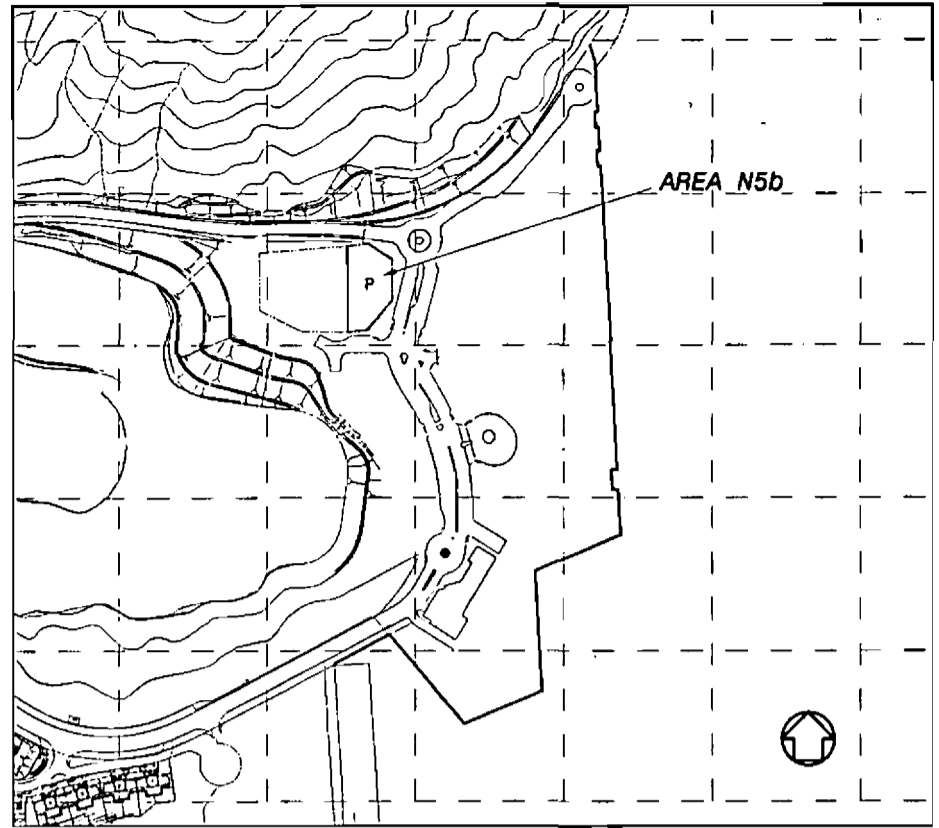
SIMON S. M. KWAN	DESIGNED BY	DATE
SCALE 1 : 200 (A3)	PROJECT	
CHECKED	DWG	
DATE	DATE	
J350	ADP-06	

SIMON KWAN & ASSOCIATES LTD.  
Architect, Planner & Designer  
關智明建築師事務所有限公司

NEIGHBOURHOOD COMMUNITY CENTRE AT AREA N5b,  
 THE REMAINING PORTION OF LOT NO. 385 IN  
 D.D. NO. 352 AND THE EXTENSIONS THERETO,  
 DISCOVERY BAY, LANTAU ISLAND,  
 SUB-DMC PLAN

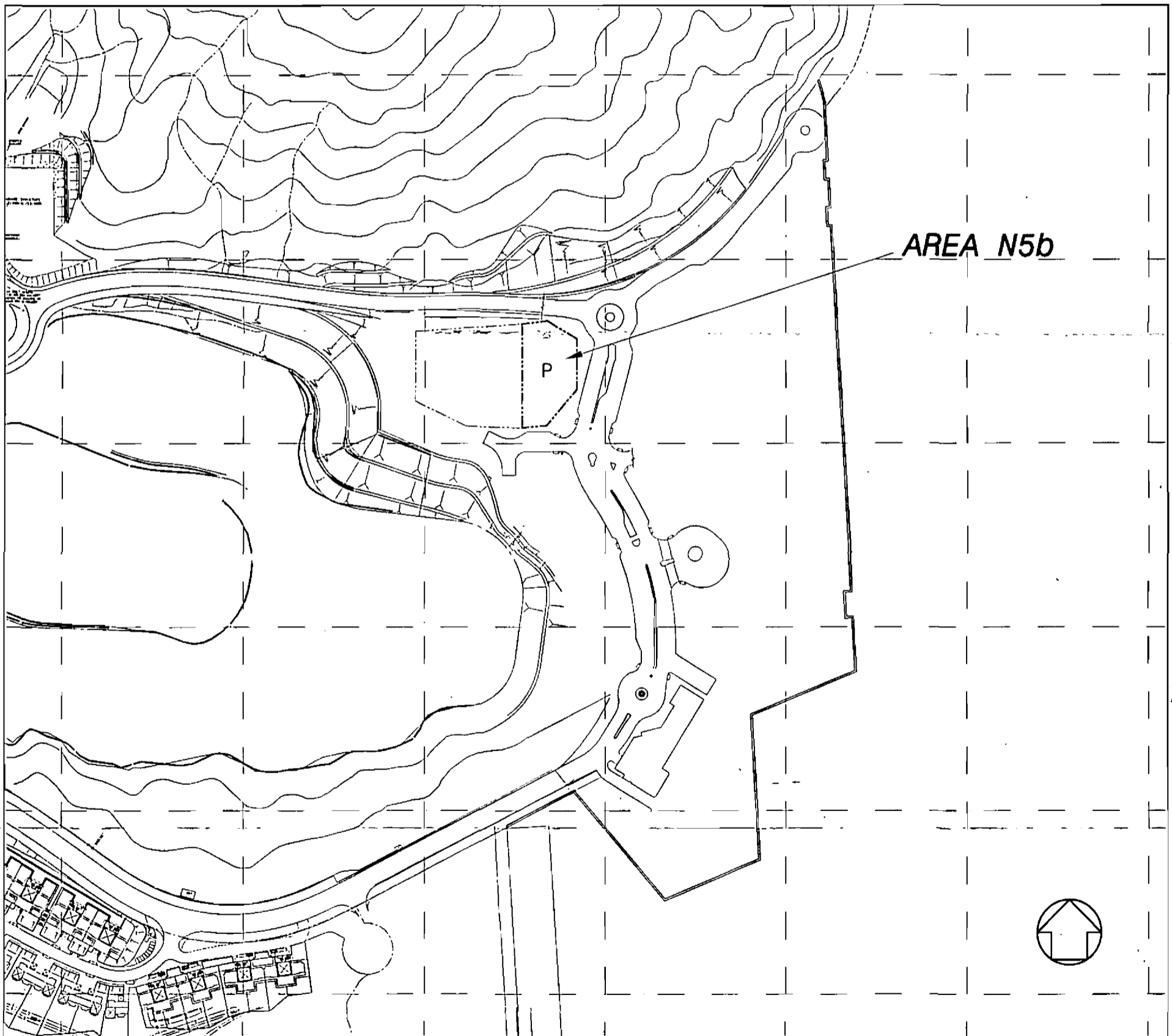
LEGEND:

**P** = Pink Area (AREA N5b)



SITE LOCATION PLAN  
 (SCALE 1 : 5000)

For identification purposes only



SCALE 1 : 2500



**SIMON  
 KWAN &  
 ASSOCIATES  
 LTD.** Architects, Planners & Designers  
 關善明建築師事務所有限公司



**SIMON S.M.KWAN**  
 B.ARCH., PH.D., RIBA, FHKIA, FRAIA  
 AUTHORIZED PERSON, REGISTERED ARCHITECT