

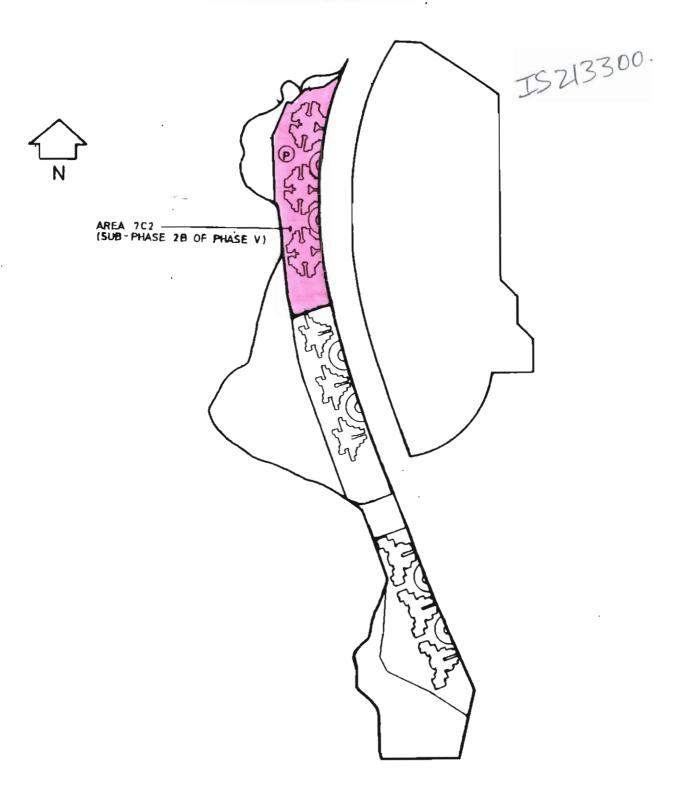
FOR IDENTIFICATION PURPOSES ONLY

"GREENVALE VILLAGE" SITE PLAN FOR
SUB-SUB-DEED OF MUTUAL COVENANT TE GREENVALE VILLAGE

DISCOVERY BAY R.P. OF LOT 385 IN D.D. 352 & EXTENSION(S)

NOT TO SCALE





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FOR IDENTIFICATION PURPOSES ONLY

"GREENVALE VILLAGE" PLAN

FOR SUB-SUB-DEED OF MUTUAL COVENANT

DISCOVERY BAY, R.P. OF LOT 385 IN

D.D. 352 & EXTENSION (S)

SUBJECT TO AMENDMENTS

NOT TO SCALE

HENRY LAU KING-CHIU BArch(Dist)(HK),HKIA,AP(Liet 1) Registered Architect THIS SUB-SUB-DEED OF MUTUAL COVENANT is made the 20th day of June

One thousand nine hundred and ninety-four

## BETWEEN :

## WHEREAS:

(1) This Sub-Sub-Deed is supplemental to the Deed of Mutual Covenant dated the 30th day of September 1982 and registered in the Islands District Land Registry by Memorial No.112018 ("the Principal Deed") and the Sub-Deed of Mutual Covenant dated the 26th day of July 1990 and registered in the Islands District Land Registry by Memorial No.164194 ("the Sub-Deed") and the Sub-Sub-Deed of Mutual Covenant dated the 28th day of January 1992 and registered in the Islands District Land Registry by Memorial No.185073 ("the Sub-Sub-Deed").

- Prior to the Assignment hereinafter mentioned the (2) Registered Owner was the registered owner and entitled to (inter alia) All Those 9,000/250,000th undivided parts or shares of and in All That piece or parcel of ground registered in the Islands District Land Registry as The Remaining Portion of Lot No.385 in D.D. No.352 and the Extensions Thereto ("the Lot") and All Those 9,000/21,400th parts or shares of and in the Greenvale Village Together with the sole and exclusive right and privilege to hold use occupy All That portion of the Reserved Development Areas (as defined in the Sub-Deed) as shown coloured Pink on the Plan hereto annexed and the buildings to be erected thereon known as Phase V, Area 7C2 (Sub-Phase 2B of Phase V) of Greenvale Village subject to and with the benefit of the Conditions (as defined in the Principal Deed), the Principal Deed, the Sub-Deed and the Sub-Sub-Deed.
- (3) The Registered Owner has developed the said portion of the Reserved Development Areas by erecting and completing thereon 3 Blocks of High Rise Building now known as Greenwood Court (Block 7), Greenmont Court (Block 8) and Greenbelt Court (Block 9) comprising 576 Residential Units ("the Buildings").
- (4) For the purpose of sale, the undivided shares referred to in recital (2) have been sub-allocated to the Residential Units of the Buildings in the manner set out in the Schedule hereof.
- (5) By an Assignment dated the 20th day of June 1994 made between the Registered Owner of the first part New World Development Company Limited of the second part and the First Purchaser of the third part and registered in the Islands

District Land Registry by Memorial No. 213299 in consideration therein expressed the Registered Owner assigned unto the First Purchaser All That the estate right title benefit and interest of the Registered Owner of and in All Those 6 /250,000th undivided parts or shares of and in the Lot and All Those 6 /21,400th undivided parts or shares of and in the Greenvale Village Together with the sole and exclusive right and privilege to hold use occupy and enjoy All That Flat A on the Eleventh Floor of Greenmont Court (Block 8 ) of the Greenvale Village together with the benefit of the Principal Deed, the Sub-Deed and the Sub-Sub-Deed and in particular, the easements rights and privileges specified in Section III of the Sub-Deed TO HOLD the same unto the First Purchaser absolutely subject to the Conditions, the Principal Deed, the Sub-Deed and the Sub-Sub-Deed and in particular to such rights as specified in Section V of the Sub-Deed.

- (6) The parties hereto have agreed to enter into this Sub-Sub-Deed in the manner hereinafter appearing.
- (7) The provisions of this Sub-Sub-Deed have been approved by the Director of Lands pursuant to the Conditions.

## THIS DEED WITNESSETH as follows :-

- 1. Expressions used in this Sub-Sub-Deed shall (unless otherwise specifically defined or re-defined herein) have the meanings defined in the Principal Deed, the Sub-Deed and the Sub-Sub-Deed.
- 2. The Owner of each Residential Unit of the Buildings shall pay a due proportion of the Management Expenses of the

Buildings and of the Village and of the City and the Manager's Remuneration in accordance with the number of Management Units to be allocated to the respective Residential Units of the Buildings in the manner hereinafter mentioned.

- 3. For the purpose of determining the contributions to be made by the Owner of each Residential Unit of the Buildings to the said Management Expenses of the Buildings and of the Village and of the City and the Manager's Remuneration, there shall be allocated to each Residential Unit of the Buildings the number of Management Units set opposite such Residential Unit in the Seventh Column of the Schedule hereof.
- 4. All the covenants provisions terms stipulations and agreements, and in particular the powers of the Manager in the Principal Deed and/or the Sub-Deed and/or the Sub-Sub-Deed contained shall in so far as the same are not inconsistent with the covenants and provisions herein contained apply and take effect and be binding on the parties hereto as if the same had been specifically set out in these presents in full.

IN WITNESS whereof the parties hereto have executed these presents the day and year first above written.

## THE SCHEDULE

Buildings	<u>Floor</u>	<u>Flat</u>	No.of Undivided Shares per Residential Unit	No. of Residential Unit	Total No. of Undivided Shares	Management Units per Residential Unit
Greenwood Court (Block 7), Greenmont Court (Block 8) and Greenbelt Court (Block 9)	Floor , to 24th : Floor	A	6	72	432	7
		В	7	72	504	8
		С	9	72	648	10
		D	8	72	576	9
		E	8	72	576	9
		F	9	72	648	10
		G	7	72	504	8
		H	6	72	432	7
				—		
				576	4,320	
Village and Building Common Areas and Facilities (Portion)					900	
Village Retained Areas (Portion)					3,780	
				TOTAL :	9,000	•

SEALED with the Common Seal of )
the Registered Owner and SIGNED )
by Fong Suk Laurence, its Director and For and on behalf of
HONG KONG RESORT COMPAN
Barbara A. Gulwell its Secretary

whose signature(s) is/are

verified by :

PETER Y. W. LEE

SOLICITOR, HONG KONG SIGNED SEALED AND DELIVERED by the First Purchaser in the

presence of :

Holder of Hong Kong Identity Card No. E188634(0)

PETER Y. W. LEE

SOLICITOR HONG KONG
SEALED with the Common Seal of
the Manager and SIGNED by

Jeremy C. H. Marriott its Director

whose signature(s) is/are

verified by :

For and on behalf of DISCOVERY BAY SERVICES MANAGEMENT LIMITED

d Signature

Authorized

PETER Y. W. LEE SOLICITOR, HONG KONG

INTERPRETED to the First Purchaser by :-

NG KAM PU
Clerk to Messrs. Woo, Kwan Lee & Lo
Solicitors & c., Hong Kong.

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HONG KONG RESORT COMPANY LIMITED and OTHERS

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SUB-SUB-DEED OF MUTUAL COVENANT

OF

GREENVALE VILLAGE

Islands New Territories Land Registry REGISTERED at the Islands District

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Land Registry by Memorial

No. 213300 on

1 6 JUL 1994

for Land Registrar

WOO, KWAN, LEE & LO, Solicitors &c., 26th Floor, Jardine House, Hong Kong.

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