



土地註冊處
The Land Registry

經核證為真實的副本
Certified True Copy

土地註冊處處長
Land Registrar

29/03/2012

I hereby certify that this is a true and complete copy of a certified copy of the original.

Chung Yiu Ming Benjamin
Solicitor, Hong Kong SAR

Ford, Kwan & Co.

Date: 9/12/2010

註冊摘要編號
Memorial No.

10121300970013

提發日期
(日/月/年)

Received On

(DDMMYYYY)

13/12/2010

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

Solicitors Code of lodging firm 交付文書律師行的律師代號 00030501	Registration Fee 註冊費用: \$210 \$230 \$460 \$1000 \$2000	Please tick the appropriate box 請選擇合適方法 ☐ Other (please specify) 其他(請註明)
	Nature and object of the instrument 文書的性質及目的 Management Agreement (in duplicate)	

Property Reference Number (if any) 物業參考編號 (如有的話) PRN of all affected units
Address (if applicable, including the address in the Chinese language, if known) 地址 (如適用, 包括所知道的中文地址) The Redhill Peninsula Site A, Site B, Site C and Site D, No. 48 Pak Pat Shan Road, Hong Kong "Chinese address not known"
Undivided Shares (if any) 所佔的不分割份數(如有的話)
Lot Number(s) 地段編號 Section A of Rural Building Lot No.1050, The Remaining Portion of Section B of Rural Building Lot No.1050 Section C of Rural Building Lot No.1050 and The Remaining Portion of Rural Building Lot No.1050

Date of instrument 文書日期 30 / 09 / 2010	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 (包括所知道的中文姓名或名稱)	In case of change of ownership, please specify identification numbers of parties (identity card No./Travel Document No./Company No./etc.) 如涉及權屬轉變, 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)
Estate Owners Committee of The Redhill Peninsula comprising members as follows: Zeta Estates Limited Mightyton Limited Sherlink International Limited Kalix Investment Limited Howay Development Limited Ms Adeline Eu Mightyton Property Management Limited	Status of parties (Assignor, Assignee, etc.) 各方的身分(出讓人、受讓人等) EOC the Manager
Memorial number (including district code identifier, if applicable) of transaction satisfied 受發文的文書之註冊編號 (包括地區代碼, 如適用)	Stamp Office Instrument Reference No. 印花稅署文書編號 N/A

On this 10 day of December 2010 (name) Ifong-Chan
於 2010 年 12 月 10 日, 本人(姓名) 陳僊芳
(of name of solicitors firm) Fred Kan & Co., Solicitors
(為(律師行名稱) 簡家驊律師行)
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.
在此核實土地註冊摘要, 是錄載其內所列各項詳細的資料真實準確, 以符合《土地註冊規例》的規定。

Stamp Duty 印花稅 \$ N/A
AZ403627

THIS MANAGEMENT AGREEMENT

is made the 30th day of

September

Two Thousand And Ten

BETWEEN

- 1. ESTATE OWNERS COMMITTEE of The Redhill Peninsula comprising members appearing in the Schedule hereto ("the EOC"); and**

- 2. MIGHTYTON PROPERTY MANAGEMENT LIMITED whose registered office is situate at 22nd Floor, Allied Kajima Building, 138 Gloucester Road, Wanchai, Hong Kong ("the Manager") which expression shall where the context so admits include its agents employees successors and assigns.**

WHEREAS

- (A) The EOC is the committee of the owners of the Estate known as The Redhill Peninsula (紅山半島) erected on All Those pieces or parcels of ground situate lying and being at Section A, The Remaining Portion of Section B, Section C and the Remaining Portion of Rural Building Lot No.1050 (No.18 Pak Pat Shan Road, The Redhill Peninsula, Site A, Site B, Site C and Site D) ("the Estate").**

- (B) Under and by virtue of a Principal Deed dated the 28th day of September 1990 ("the Principal Deed") the Manager has been appointed as manager to undertake the management and maintenance of the Estate on the terms and conditions therein mentioned.**

(C) The EOC is desirous of renewing the existing management agreement in respect of the maintenance and management of the Estate including in particular the Estate Common Areas and Facilities and Village Common Areas and Facilities (collectively "the Common Parts") as defined in the Principal Deed and any Sub-Deed(s) of the Mutual Covenant affecting the Estate (collectively referred as "the Deeds") therein referred to for a further period of 3 years from 1 July 2010 to 30 June 2013;

(D) By respective General Meetings of the Owners of Sites A, B, C and D all convened on 28 May 2010, it was unanimously resolved by the Owners or their proxies present thereat to renew the existing management agreement for a further period of 3 years from 1 July 2010 to 30 June 2013;

(E) In this Agreement, the terms and expressions defined in the Deeds, where the context admits, bear the same meaning in this Agreement.

IT IS HEREBY AGREED as follows :

1. The EOC for and on behalf of all the owners of the Estate ("the Owners") hereby appoints the Manager and the Manager hereby agrees to act as the manager to manage those parts or village(s) of the Estate in respect of which the relevant Occupation Permit(s) has been issued including the Common Parts in accordance with terms and conditions of the Deeds for a fixed term of 3 years commencing from the 1st day of July

2010 and expiring on the 30th day of June 2013 and thereafter until determination as hereinbelow provided:

2. The Manager shall during the subsistence of this Agreement carry out the management of the Estate as specified in the Deeds including in particular the following

acts :-

(a) to demand and receive from the Owners their respective contributions payable by each of the Owners by way of deposit, monthly management fee, improvement fund, service fund and other sums or payments from time to time as provided in the Deeds,

(b) to employ such person or persons or professional bodies and agents in the name of the Manager as shall be reasonably necessary to carry out all management works in accordance with the provisions of the Deeds by way of sub-contracts or otherwise,

(c) to handle and deal with complaints by the Owners and occupiers of any premises in the Estate relating to matters within the responsibilities of the Manager

(d) to insure on behalf of the Owners and keep insured on behalf of the Owners the Estate and/or the Villages (as the case may require) including the

Common Areas and Common Facilities and all parts thereof against loss or

damage by fire and such other risks or perils as deemed necessary by the Owners and on behalf of the Owners to effect public and/or occupier's liability insurance and workmen's compensation liability in such amounts as the Manager may think fit, such insurance to be in the name of the Manager for and on behalf of the Owners according to their respective interests and to pay on behalf of the Owners all premiums required to keep such insurance policies in force.

(e) to do all such other things as are reasonably incidental to the management of the Estate in accordance with the Deeds or for the common benefit of the

Owners.

(f) to pay and settle on behalf of the Owners out of moneys collected on behalf of the Owners all fees and charges arising from the proper execution by the Manager of its duties and responsibilities. In accordance with this duty, the Manager shall pay and maintain:

(i) all accounts in respect of the operation, renovation, repair, maintenance and servicing of the Common Parts and its services, apparatus and equipment;

(ii) all charges in respect of electricity consumed in respect of public lighting and the operation of air-conditioning, pumps and other

mechanical plant in connection with the Common Areas and Facilities.

- (iii) **all charges in respect of the consumption of potable and flushing water supply to the Common Parts (other than supplies registered by meters installed by the Water Authority for individual owners and tenants) and all charges in respect of the provision of air-conditioning cooling water (if any);**
- (iv) **all fees and charges in respect of cleaning, refuse disposal, security and other Estate management services provided to the management in accordance with the general responsibilities of the Manager as provided herein.**

- (v) **the Manager will prepare and submit to the EOC annual budgets in respect of the estimated cost of the management in accordance with the Deeds and review the same with the EOC as and when required by the EOC. In case any upward adjustment of the monthly contributions by the Owners is required under the provisions of the Deeds, the Manager shall seek the approval of the EOC, such approval shall not be unreasonably withheld in accordance with the provision of the Deeds and to collect the same accordingly.**

(g) to keep proper books of account of all receipts and expenditure relating to the management and to render to the EOC and/or any accountant designated by the EOC, accounts in the format and on the dates prescribed in the Deeds.

The Manager shall further produce to the EOC and its authorized representatives all receipts, vouchers and other documents supporting the accounts whenever reasonably requested so to do.

(h) the Manager shall constantly review the collections of monthly management fee from the Owners and keep the EOC informed of any arrears thereof and take such action or remedy in the recovery thereof.

(i) the Manager shall be responsible for the administration and supervision of all staff, contractors and agents appointed or employed in the management of the Estate or any part(s) thereof and reasonable care and precaution shall be taken by the Manager in the appointment and employment of such staff, contractors and agents to ensure their competency and integrity and the costs and expenses of employing staff to manage the Estate or any part(s) thereof shall be payable out of the management funds.

(j) if required by the EOC the Manager shall act on behalf of the Owners to call and convene the Owners' meeting(s) of the Estate in accordance with the provisions of the Deeds.

(k) to arrange the inspection of the Common Parts or any part thereof by the Owners as the Owners shall from time to time require and to accompany the Owners to carry out such inspection.

(l) the Manager shall have regular meetings with the EOC to review the management of the Estate.

(m) to represent the Owners in all dealings with Government and other authorities on all matters for which the Manager is responsible under the terms of this Agreement.

(n) to do all such other things and perform such other duties, obligations and responsibilities and exercise such powers and discretion as are reasonably incidental to the management of the Estate or any part(s) thereof.

3. All engagement (other than the engagement of staff in the management of the Estate or any part(s) thereof) and contract in relation to any activities in respect of the management of the Estate or any part(s) thereof may be made out in the name of the Manager PROVIDED THAT all works, engagement (other than the engagement of staff in the management of the Estate or any part(s) thereof) and contracts which involve an expenditure or liabilities (whether aggregate or for one single item) of more than HK\$100,000.00 (such amount shall be subject to regular review between the EOC and the Manager from time to time as the circumstances may arise to allow for any upward adjustment) shall be subject to the approval of the EOC.

4. The Manager shall pay all deposits and other moneys and payments (including but without limitation monthly management fees) from the Owners (payable or recovered from the Owners under the Deeds) into an account ("Trust Account") in the name of the Manager or the Management Agent. Payments from the Trust Account shall only be made to cover the costs and expenses of performing any of the duties or exercising any of the powers of the Manager under the Deeds or incurred in connection therewith PROVIDED THAT the prior written approval of the EOC shall be required regarding payment on account of any single item, the amount of which shall exceed HK\$100,000.00 (such amount shall be subject to regular review between the EOC and the Manager from time to time as the circumstances may arise to allow for any upward adjustment).

5. The Manager shall keep the Trust Account separated from all other accounts operated by the Manager and all statements and books in connection therewith shall be open for inspection by the EOC.

6. In consideration of the Manager entering into this Agreement the EOC hereby agrees to keep the Manager indemnified on a full indemnity basis from and against all claims, demands, proceedings, costs and expenses in respect of or arising in any way directly or indirectly out of the management or the carrying out by the Manager of its duties hereunder.

7. The employment of the Manager hereunder shall continue for the fixed term of 3 years from the date of this Agreement and thereafter until determined in accordance with the provision hereinbelow appear :-

(a) The EOC or the Manager may at anytime after the expiration of the said initial period of 3 years, terminate the appointment of the Manager as Manager of the Estate by giving to the opposite party 3 months' written notice of termination.

(b) The appointment of the Manager shall be terminated forthwith if the Manager shall go into liquidation (except for the purpose of amalgamation or reconstruction).

(c) The EOC has the right, at any time before or after the expiration of the said initial period of 3 years without notice, to dismiss the Manager for gross negligence or dishonesty or gross incompetence.

8. In consideration of the Manager agreeing to exercise due diligence care and skill in carrying out its duties and obligations hereunder, the EOC shall at all times during the currency of this Agreement

(a) indemnify the Manager on a full indemnity basis from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with the management of the Estate or any

act, deed, matter or thing done or omitted in pursuance of the provisions of

this Agreement and not involving criminal liability, dishonesty or

negligence on the part of the Manager or its servants, employees,

contractors or agents;

(b) honour and ratify all contracts and agreements made within the scope of this

Agreement provided that upon the termination of the employment of the

Manager, the Manager shall procure (and the EOC shall accept) all

contracting parties to enter into novation agreement(s) with the EOC or its

agent whereby replacing the EOC or its agent as the contracting party in the

place of the Manager in such form and substance as shall be prescribed by

the EOC.

9. The EOC may cancel this Agreement at any time if the Manager shall

become insolvent, or shall be placed in receivership, or if a petition for liquidation (whether

voluntary or involuntary save for the purpose of reconstruction or amalgamation) is filed

against the Manager, without prejudice to the rights and remedies of either party against the

other in respect of any antecedent claim or breach of the agreement or stipulation herein set

out.

10. Upon the termination of this Agreement, the Manager shall :

(a) deliver to the EOC, or its designee, all books and records with respect to the management aforesaid.

- (b) transfer and assign to the EOC or its designee, all service contracts and personal property relating to or used in the operation in connection with the management aforesaid except personal property paid for and owned by the Manager
- (c) render to the EOC an account of all management funds in its possession and shall deliver to the EOC a statement of management fees claimed to be due to the Manager and shall cause all funds held by the Manager relating to the management to be paid to the EOC or its designee.

For the services rendered by the Manager under this Agreement, the Manager shall be entitled to receive as remuneration a sum equivalent to 10% of the management charges as defined in the Deeds.

AS WITNESS the hands of the parties hereto the day and year first above written

SIGNED by Mr. Tam Wai Koon, authorized
signatory of Zeta Estates Limited, a duly
authorized agent acting for and on behalf of
the Estate Owners Committee of The Redhill
Peninsula whose signature(s) is (are) verified by:-

For and on behalf of
ZETA ESTATES LIMITED

Authorized Signature

Wilson Tsui

SIGNED by Li Chi Kong
an authorized signatory acting for and on behalf
of the Manager whose signature is verified by:-

For and on behalf of
MIGHTYTOWN PROPERTY MANAGEMENT LIMITED

Authorized Signature(s)

Leung Lai Seung

SCHEDULE

MEMBER

VOTE (Held)

Zeta Estates Limited

6

Mightytan Limited

1

Sherlink International Limited

12

Kalix Investment Limited

1

Howay Development Limited

1

Ms Adeline Eu

1

Dated this 30th day of September 2010

**ESTATE OWNERS COMMITTEE
of The Redhill Peninsula**

and

MIGHTYTON PROPERTY MANAGEMENT LIMITED

MANAGEMENT AGREEMENT



註冊摘要編號 Memorial No.:
10121300970013

本文書於2010年12月13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 13 December 2010.

Wip-kei Chan

土地註冊處處長
Land Registrar

FRED KAN & CO.

Solicitors

31st Floor, Central Plaza

18 Harbour Road

Hong Kong

Tel: 2598 1318 Fax: 2588 1318

Ref: H32859/GEN/AL-ET/IC