



經核證為真實的副本
Certified True Copy
Date: 03/10/2019
Land Registrar

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.

1908220135005

獲接日期
(日/月/年)

Received On
(DD/MM/YYYY)

20190803

Solicitors Code of Lodging Firm 交付文書律師行/公司/辦事處	Registration Please tick the appropriate box 劃選擇合適方格 註冊類別 \$210 \$230 \$450 \$1000 \$2000 Nature and object of the instrument 文書性質及目的 MANAGEMENT AGREEMENT (in duplicate)	Other (please specify) 其他(請列明) \$ Property Reference Number (if any) 物業參考編號(如有的話) PRN(s) of all affected units Address (if applicable) including the address in the Chinese language, if known 地址(如適用)包括所知的中文地址, 如知道 The Redhill Peninsula Site A, Site B, Site C and Site D, No. 18 Pak Pak Shan Road, Hong Kong (中文地址不詳) 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 and instrument 26th Land Registry The Land 2019 文書日期 Day Month Year Names of parties (including the names in the Chinese language, if known) 各方的姓名或名稱(包括所知的中文姓名或名稱) MIGHTY ON PROPERTY MANAGEMENT LIMITED PROTECH PROPERTY MANAGEMENT LIMITED 信業管理有限公司 Memorial number (including district code) (if applicable) of transaction 文書之註冊編號(包括區碼)(如適用) On this 21st day of August 2019 (Name) CHAN KWOK KANG DENNIS of (name of solicitors firm) Gallian I 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, 是為載明其中所列各項詳細的確當真實敘述, 以符合《土地註冊條例》的規定。	Consideration 代價 N/A In case of change of ownership, please specify identification numbers of parties (identity card No./ passport No./ company No./ etc.) and 凡發生轉讓, 請列明各方的身份號碼(身分證號碼/護照號碼/公司編號等)和 THE MANAGER THE MANAGEMENT AGENT Respective shares in, and capacities in relation to, the premises 各方的股份及與物業有關的權利 N/A Stamp Office Instrument Reference No. 印花稅文書編號 N/A Stamp Duty 印花稅 N/A
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Hong Kong Solicitor

Hong Kong

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THIS MANAGEMENT AGREEMENT is made the 26th day of June

Two Thousand And Nineteen

BETWEEN

1. MIGHTYTON PROPERTY MANAGEMENT LIMITED whose registered office is

situate at 22nd Floor, Allied Kajima Building 138 Gloucester Road, Wanchai,

Hong Kong ("the Manager"), and

2. PROTECH PROPERTY MANAGEMENT LIMITED (保得物業管理有限公司)

whose registered office is situate at 22nd Floor, Allied Kajima Building 138

Gloucester Road, Wanchai, Hong Kong ("the Management Agent")

WHEREAS

(A) Under and by virtue of a Principal Deed dated the 28th day of September 1990

(the Principal Deed) and a Management Agreement dated 26th June 2019

the Manager has been appointed by the Estate Owners' Committee ("EOC")

on behalf of all the owners ("the Owners") of the residential development

known as "The Redhill, Peninsula (紅山半島)" ("the Estate") as manager to

undertake the management and maintenance of the Estate on the terms and

conditions therein mentioned

ENCLOSURE
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(B) The Manager is desirous of appointing the Management Agent to carry out

conduct and perform the duties and obligations of the Manager in respect of

the 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 the Sub Deed(s) of the

Mutual Covenant (collectively "the Deeds") therein referred to

(C) By respective General Meetings of the Owners of Sites A, B, C and D all

convened on 5 June 2019 it was unanimously resolved by the Owners or

their proxies present thereat to renew the appointment of the Management

Agent for a further period of 3 years from 1 July 2019 to 30 June 2022 and

thereafter until termination

(D) In this Agreement the terms and expressions defined the Deeds shall where

the context admits, bear the same meaning in this Agreement

IT IS HEREBY AGREED as follows

The Manager hereby appoints the Management Agent and the

Management Agent hereby agrees to act as agent for 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 the terms and

conditions of the Deeds for a fixed term of three years commencing on the 1st day of

July 2019 and expiring on the 30th day of June 2022 and thereafter the appointment

of the Management Agent shall continue until determination as hereinbelow

provided

2. The Management Agent shall during the subsistence of this Agreement for and on behalf of the Manager to carry out conduct and perform all duties obligations, responsibilities, powers and discretions of the Manager in connection with 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 Management Agent 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 Management Agent

(d) to insure on behalf of the Owners and the Manager and keep insured on behalf of the Owners and the Manager the Estate and/or the Villages (as the case may require) including the Common Parts against loss or damage by fire and such other risks or perils as deemed necessary by the Owners and/or the Manager and on behalf of the Owners and the Manager to effect public and/or occupier liability insurance and workmen's compensation liability in such amounts as the Manager and the Management Agent may think fit, such insurance to be in the name of the Management Agent for and on behalf of the Manager and the Owners according to their respective interests and to pay on behalf of the Manager and/or 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 and/or the Manager out of monies collected on behalf of the Owners and/or the Manager all fees and charges arising from the proper execution by the Management Agent of its duties and responsibilities. In accordance with this duty the Management Agent shall

(i) maintain all accounts in respect of the operation, renovation,

repair, maintenance and servicing of the Common Parts and

its services, apparatus and equipment,

(ii) pay 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

Parts

(iii) pay 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) pay 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 Management Agent as provided herein

(v) prepare and submit to the Manager and/or the EOC annual

budgets in respect of estimated costs of the management in

accordance with the Deeds and review the same with the

Manager and/or the EOC as and when required by the Manager and/or the EOC. In case any upward adjustment of the monthly management fee shall be necessary and further contributions by the Owners is required under the provisions of the Deeds, the Management Agent shall on behalf of the Manager seek the approval of the EOC and give the Owner prior written notice in accordance with the provision of the Deeds and collect the same accordingly.

(vi) to hold any surplus of monies collected by the Management Agent for and on behalf of the Owners and/or the Manager after payment of management costs, charges and expenses in such manner as shall be directed by the Manager in or towards payment of such management costs, charges and expenses thereafter become due.

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

The Management Agent shall further produce to the EOC and/or the Manager and its authorized representatives all receipts, vouchers and

other documents supporting the accounts whenever reasonably

requested so to do

(h) the Management Agent shall constantly review the collections of

monthly management fee from the Owners and keep the Manager

informed of any arrears thereof and take such action or remedy in the

recovery thereof

(i) the Management Agent 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 Management

Agent 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 Manager and under the Manager's directions the

Management Agent shall act on behalf of the Manager to call and

convene the Owners' meeting(s) of the Estate and/or Villages in

accordance with the provisions of the Deed and to represent the

Manager to take part in such Owners' meeting and to act therein

pursuant to the Manager's directions

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

(l) the Management Agent shall have regular meetings with the Manager and/or EOC to review the management of the Estate

(m) and to represent the Manager and/or the Owners in all dealings with Government and other authorities on all matters for which the Management Agent 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 discretions 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 Management Agent 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 Manager and the Management Agent from time to time

as the circumstances may arise to allow for any upward adjustment) shall be subject

to the approval of the Manager.

4. The Management Agent shall pay all deposits and other monies and

payments (including but without limitation monthly management fees) from the

Owners (payable by or recovered from the Owners under the Deeds) into an account

("Account") in the name of the Management Agent. Payments from the 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 of Incurred in

connection therewith PROVIDED THAT the prior written approval of the

Manager shall be required regarding payment on account of any single item

exceeding HK\$100,000.00 (such amount shall be subject to regular review between

the Manager and the Management Agent from time to time as the circumstances

may arise to allow for any upward adjustment)

5. The Management Agent shall keep the Account separated from all other

accounts operated by the Management Agent and all statements and books in

connection therewith shall be open for inspection by the Manager

The appointment of the Management Agent hereunder shall continue for

the fixed term of 3 years from 1 July 2019 and thereafter the appointment of the

Management Agent shall continue until its appointment is determined in accordance

with the provision hereinbelow appear in

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

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

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

(d) The appointment of the Management Agent shall when before or after the expiration of the said initial period, be terminated forthwith upon the termination of the appointment of the Manager as manager of the Estate

If either party 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 either party of this Agreement, this

Agreement shall automatically and immediately terminate without further action by

any party 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.

8. Upon the termination of the appointment of the Management Agent, the

Management Agent shall

(a) deliver to the Manager or its designee all books of accounts, cheque

books, deposit receipts, records, plans and all other papers and

documents relating to the Estate.

(b) transfer and assign to the Manager 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 Management Agent. The

Management Agent shall at its costs remove all signs referring to the

Management Agent that it may have placed on the Common Parts

and repair any damage resulting thereby.

(C) submit the accounts of the income and Management Expenses up to

the date of termination to a firm of public certified accountants appointed by the Manager and/or the EOC for audit

(d) render to the Manager, an account of all management funds in its

possession and shall deliver to the Manager a statement of management fees claimed to be due to the Management Agent and shall cause all funds held by the Management Agent relating to the management to be paid to the Manager or its designee

9. For the services rendered by the Management Agent under this Agreement, the Management Agent shall be entitled to receive from the Manager

remuneration equivalent to one third share of the Manager's remuneration under the Deeds payable in advance on the first day of each calendar month

10. No one other than a party to this Agreement will have any right to enforce any of the terms in this Agreement against any party to this Agreement. In

particular, no person or class of persons referred to in this Agreement or their respective successors or assigns, as being entitled (actually, prospectively or

contingently) to benefits due to him or her (or their) relationship with any party to this Agreement will have any rights against any party to this Agreement or any associate of such party under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong). Notwithstanding anything to the contrary in this

Agreement or in the Contracts (Rights of Third Parties) Ordinance, the parties to this

Agreement may terminate, rescind or agree any variation, waiver or settlement

under this Agreement without the consent of any third parties;

[illegible]

above written

SIGNED by Mr. Lam Kam Wing Kelvin (an authorised)

For and on behalf of

PROPERTY MANAGEMENT LIMITED

Signature

whose signature is verified by:

Twinnie Lau

Authorized Signature(s)

SIGNED by Mr. Mark Wong Tai Chun, an authorised

For and on behalf of:

PROTECH PROPERTY MANAGEMENT LIMITED

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