

**THIS DEED** made this 17th day of December  
Two thousand and One.



**BETWEEN :-**

(1) **CROWN TIME PROPERTIES LIMITED (冠達置業有限公司)** whose registered office is situate at 9th Floor, Central Building, Pedder Street, Hong Kong (hereinafter called "the First Owner" which expression shall where the context so admits include its successors and assigns) of the first part;

(2) [REDACTED] of [REDACTED]  
[REDACTED] of 80 Robinson Road, Hong Kong (hereinafter called "the First Purchaser" which expression shall where the context so admits include his executors administrators and assigns) of the second part;

(3) **NEW CHARM MANAGEMENT LIMITED (新卓管理有限公司)** whose registered office is situate at 9th-10th Floors, Central Building, Pedder Street, Hong Kong (hereinafter called "the Manager" which expression shall where the context so admits include its successors appointed in accordance with the provisions herein) of the third part.

**WHEREAS :-**

A. Immediately prior to the assignment to the First Purchaser, the First Owner was the registered owner of the Land which is held from the Government absolutely under the Government Lease for the residue of a term of 999 years commencing from the 25th day of June 1859 and subject to payment of the rent and to the observance and performance of the terms and conditions therein reserved and contained.

B. The First Owner has developed or is in the course of developing the Land in accordance with the Approved Plans and has constructed or is in the course of constructing thereon the Development.

C. For the purposes of sale and defining individual ownership, the Land and the Development have been notionally divided into 382,534 equal undivided parts or shares, the allocation of which is set out in the First Schedule hereto.

D. By an assignment bearing even date herewith and made between the First Owner of the first part and the First Purchaser of the second part the First Owner assigns unto the First Purchaser All Those 1,423 equal undivided 382,534th parts or shares of and in the Land and of and in the Development together with full and exclusive right and privilege to hold use occupy and enjoy All That Flat B on the 31st Floor of Block 1 and All That Carparking Space No.D33 on 5th Floor of the Development and subject to the Government Lease and this Deed.

E. The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, repair, renovation, insurance and servicing of the Land and the Development, and their equipment, services and apparatus and for the purpose of defining and regulating the respective rights, interests and obligations of the Owners in respect of the Land and the Development.

**NOW THIS DEED WITNESSETH as follows :-**

**SECTION I**

**DEFINITION AND INTERPRETATION**

1.1 In this Deed including the recitals the following words and expressions shall have the following meanings ascribed to them whenever the context so permits :-

"Approved Plans"	The Development building plans prepared by Mr. Leung Sai Hung of Ma Leung & Associates (Hong Kong) Limited, the Authorized Person for the development of the Land approved by the Building Authority under Ref. Nos. BD2/2040/95 and BD2-3/2040/95 as the same may be amended from time to time with the approval of the Building Authority.
"BMO"	The Building Management Ordinance, Cap. 344 (as may be amended from time to time).
"Carpark"	All Carparking Spaces, the Carpark Common Areas and the Carpark Common Facilities.
"Carparking Space"	A Carparking Space on Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor or Eighth Floor of the Development to which Undivided Shares have been allocated used for or ancillary to the parking of vehicles and shown on the carpark layout plan approved by the Building Authority.
"Carpark Common Areas"	The whole of the Carpark except the Carparking Spaces (other than the lifts, lift lobbies, staircases, and rooms or spaces for building services) which for identification purpose only are shown on the plans annexed hereto and thereon coloured indigo and are

for the common use and benefit of the Owners of the Carparking Spaces and shall include any other area converted to Carpark Common Areas by the Owner thereof with the approval of the Owners' Committee or Owners' Corporation.

"Carpark Common Facilities"

Such of the pipes, cables, wires and other services facilities and installations, whether ducted or otherwise which are or at any time may be in, under or over or passing through the Land and/or the Development, through which water and electricity and any other services are supplied for the common use and benefit of the Carpark, and lighting, petrol interceptors, security system, closed circuit television system and other common facilities of and in the Carpark Common Areas and such of the facilities, fixtures, fittings, plants, machinery, apparatus and installations from time to time installed for the common use and benefit of the Carpark including but not limited to sewer and drains, fire fighting appliances and equipment, fire alarm system, sprinkler system, hose reels and fire hydrants.

"Carpark Rules"

The rules governing the Carpark from time to time in force made as provided by this Deed.

"Club"

The Club on the 9<sup>th</sup> Floor and the London Mission Building, and including the squash court, gymnasium, aerobic/dance rooms, exercise rooms, children play/games room, games rooms, bowling alleys, club house management office, sauna and changing rooms, billiard room, reading room, reception, sitting areas, stores, swimming pool, jacuzzi, putting green or such other facilities and all ancillary equipment and structures erected by the First Owner for the use and enjoyment of the Owners and/or residents of the Domestic Units for the time being of the Development and their bona fide guests and visitors.

"Club Rules"	The rules governing the Club from time to time in force made pursuant to the provisions of this Deed.
"Common Areas and Common Facilities"	The Development Common Areas, the Development Common Facilities, the Carpark Common Areas, the Carpark Common Facilities, The Domestic Common Areas, the Domestic Common Facilities; and the expressions "the Common Areas" and "the Common Facilities" shall be construed accordingly.
"Common Parts Undivided Shares"	The Undivided Shares allocated to the Common Areas and Common Facilities as set out in the First Schedule hereto and pursuant to this Deed.
"Conveyancing and Property Ordinance"	The Conveyancing and Property Ordinance as amended by the Conveyancing and Property (Amendment) Ordinance 1988 and any further or other statutory amendments, modifications or re-enactments thereof for the time being in force.
"Deed"	This Deed of Mutual Covenant and Management Agreement and includes any Sub-Deed of Mutual Covenant made pursuant to the provisions hereunder.
"Development"	The whole residential development erected on the Land to be known as "80 Robinson Road (羅便臣道 80 號)".
"Development Common Areas"	Such areas for identification purpose are shown on the plan annexed hereto and thereon coloured yellow which include but not limited to the passages, entrances, walkways, stairways, landings, transfer plate, loading and unloading bays, spaces and areas lay-bys, open spaces, sitting out areas, gardens, lobbies, light wells, driveways, carriageways, roadways and pavements, ramps, refuse storage chamber, entrance halls, pump rooms, fire services

control room, transformer room, generator room, meter room, service areas, management office, guard room, caretaker room, fresh and salt water storage area, roofs and flat roofs not forming part of a Unit, planters, lawns, flower beds and boxes, the Slopes, retaining structures, foundations, the Development foundations and shall include any other areas converted by the Owner thereof to Development Common Areas intended for the common use and benefit of the Development with the approval of the Owners' Committee or Owners' Corporation excluding the Domestic Common Areas and Carpark Common Areas and any part, space, area the exclusive right and privilege to hold use and enjoy the same belongs to any particular Owner.

"Development Common  
Facilities"

All equipments, facilities and systems for the common use and benefit of the Development which include but not limited to the service duct underground, drains, channels, peripheral surface channels, open channel, connection pipe, water pumps, wire, cables and other facilities whether ducted or otherwise which are or at any time may be in under or over or passing through the Land or adjacent land through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Development, communal television and radio aerial system, lightning facilities, fire prevention and fighting equipment and apparatus, security systems and such other systems, devices and facilities within the Development for the common use and benefit of the Development excluding the Domestic Common Facilities and the Carpark Common Facilities and such facilities within the Development serving only particular Owner(s).

"Domestic Blocks"

Those 2 blocks of buildings for domestic use erected above the Podium and designated as "BLOCK 1" and

"BLOCK 2" in accordance with the Approved Plans.

"Domestic Common Areas"

Such areas for identification purpose are shown on the plan annexed hereto and thereon coloured green which include but not limited to the Club, play areas, landscaped areas, pump rooms, water tanks, switch rooms, filtration plant room, plants rooms, telephone ducts, management counter, lifts lobbies, halls, guest car parking spaces (if any), passageways, staircases, corridors, external walls, air-conditioner hoods/platforms, architectural fins, the Flat Roof(s) and Top Roof(s) (excluding those Flat Roof(s) and Top Roof(s) which has or have been specifically assigned to an Owner or Owner(s) for his or their exclusive use or enjoyment), and all other areas within the Development other than those being part of the Development Common Areas or Car Park Common Areas and is intended for the common use and benefit of the Domestic Blocks and shall include any other areas converted by the Owner thereof to Domestic Common Areas intended for the common use and benefit of the Domestic Blocks with the approval of the Owners' Committee or Owners' Corporation.

"Domestic Common Facilities"

All equipments, facilities and systems for the common use and benefit of the Domestic Blocks and the Domestic Common Areas and without limiting the generality of the foregoing, such of the pipes, cables, wires and other services, facilities, installations, whether ducted or otherwise which are or at any time may be in, under or over or passing through the Land and/or the Development, through which water, gas, electricity and any other services are supplied for the common use and benefit of the Domestic Blocks and the Domestic Common Areas, and the lighting, closed circuit television system, communal television antennae, satellite antennae,

radio aerials, security system, lifts, children recreational facilities, and other common facilities of and in the Domestic Common Areas and such of the facilities, fixtures, fittings, plants, machinery, apparatus and installations from time to time installed for the common use and benefit of the Domestic Blocks and the Domestic Common Areas including but not limited to sewers and drains, fire fighting appliances and equipment, fire alarm system, sprinklers system, hose reels and fire hydrants.

"Domestic Unit"

A flat or unit of a Domestic Block intended for domestic use by individual Owner(s).

"Flat Roof"

The area or areas of flat roof situate on the 48<sup>th</sup> Floor, 49<sup>th</sup> Floor and roof level of Block 1 and on the 48<sup>th</sup> Floor, 50<sup>th</sup> Floor, 51<sup>st</sup> Floor and roof level of Block 2 and forming part of the Domestic Blocks of the Development.

"House Rules"

The rules made by the Manager relating to the use, operation and management of the Development (excluding the Carpark and the Club) from time to time in force as provided by this Deed.

"Government"

The Government of the Hong Kong Special Administrative Region of the People's Republic of China.

"Government Lease"

The Government Lease under which the Land is held from the Government which shall include :-

- (a) The Government Lease dated 18th August 1859 in respect of Inland Lot No.590 made between Her Majesty Queen Victoria and William Hepburn Rennie.
- (b) Any other documents having the effect of a variation or modification of the above affecting



the Land.

"Land"	All those pieces or parcels of land registered in the Land Registry as The Remaining Portion of Section G of Inland Lot No.590 and The Remaining Portion of Inland Lot No.590.
"London Mission Building"	The existing three storeys building which forms part of the Club and situates on a platform at level equivalent to the Tenth Floor as more particularly shown on the building plans approved by the Building Authority under Reference No.BD2-3/2040/95.
"Maintenance Manual"	The maintenance manual in respect of the Slopes, a copy of which is annexed hereto.
"Management Expenses"	The costs, charges and expenses reasonably and properly incurred by the Manager for the purpose of management and maintenance of the Land and the Development as provided in this Deed.
"Management Fee"	A due proportion of estimated Management Expenses and Manager's Remuneration payable by the Owners monthly in accordance with the provisions of this Deed.
"Management Funds"	All monies (including all interest and charges thereon) received, recovered or held by the Manager for the use and benefit of the Development pursuant to this Deed except only the Manager's Remuneration and the Sinking Fund.
"Management Shares"	The shares allocated to the Units in manner as set out in the Second Schedule hereto by reference to which the proportion of the Management Expenses to be borne by the Owners shall be calculated.

"Manager"	The management company or any other manager for the time being appointed as Manager of the Land and the Development pursuant to this Deed or the BMO.
"Manager's Remuneration"	The remuneration of the Manager as provided herein or in any Sub-Deed of Mutual Covenant made pursuant to the provisions hereunder.
"Month"	A calendar month.
"Occupation Permit"	An occupation permit or temporary occupation permit of the Development or any part thereof issued by the Building Authority.
"Occupier"	An occupant or occupier of a Unit for the time being.
"Owner"	The person or persons who for the time being is the owner of any Undivided Share and registered as such under the Land Registration Ordinance (Cap. 128) of the Laws of Hong Kong and his executors, administrators, successors and assigns and every joint tenant or tenants in common of any Undivided Share, and where any Undivided Share has been assigned or charged by way of mortgage or charge, the word "Owner" shall include both mortgagor and mortgagee or, as the case may be, chargor and chargee but in respect of the mortgagee or chargee only if such mortgagee or chargee is in possession or in receipt of the rents and profits of that part of the Land or the Development relating to the Undivided Share or has foreclosed PROVIDED however that subject to the provisions of such mortgage or charge the voting rights attached to such Undivided Share by the provisions of this Deed shall be exercisable by the mortgagor or chargor unless the mortgagee or chargee is in possession or in receipt of the rents and profits of the Undivided Share or has foreclosed.

"Owners' Committee"	A committee of the Owners of the Development established under the provisions of this Deed and where an Owners' Corporation has been formed, the Management Committee of the Owners' Corporation.
"Owners' Corporation"	The Owners' Corporation of the Development formed in accordance with the provisions of the BMO.
"Podium"	The Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, Ninth Floor, Structure Transfer Plate Floor and Tenth Floor of the Development.
"Rules"	The Carpark Rules, the Club Rules and the House Rules.
"Sinking Fund"	A special fund established and maintained by the Manager to provide for expenditure of a kind not expected by him to be incurred annually.
"Slopes"	Any slope, retaining walls or other structures in the areas within or outside the Land and the Development required to be maintained or for works to be carried out in respect thereof under the Buildings Ordinance and including the slope structures more particularly shown on the plan annexed hereto and thereon coloured brown.
"Study Room"	the room(s) immediately above the 49 <sup>th</sup> Floor of Block 1 or immediately above the 51 <sup>st</sup> Floor of Block 2.
"Top Roof"	The roof immediately above the water tanks room or lift machine room.
"Undivided Shares"	All those equal undivided parts or shares of and in the Land and the Development allocated as set out in

the First Schedule hereto.

"Upper Roof"

The roof immediately above a Study Room.

"Unit"

A Domestic Unit or a Carparking Space.

In this Deed where the context so permits references to the singular shall include the plural and vice versa and references importing any of the masculine feminine and neuter genders shall include the others of them and references to persons shall include corporations.

## SECTION II

### RIGHTS AND OBLIGATIONS OF THE OWNERS

2.1 The First Owner shall at all times hereafter have the full and exclusive right and privilege to hold use occupy and enjoy to the exclusion of the First Purchaser All That the Development Together with the appurtenances thereto and the entire rents and profits thereof save and except only Common Areas and Facilities and All That the premises particularly described in Recital D hereof assigned to the First Purchaser Together with the appurtenances thereto and the entire rents and profits thereof Subject to payment of the due proportion of rent and the observance and performance of the covenants and conditions reserved and contained in the Government Lease and this Deed.

2.2 The First Purchaser shall at all times hereafter have the full and exclusive right and privilege to hold use occupy and enjoy to the exclusion of the First Owner All that the said premises particularly described in Recital D hereof Together with the appurtenances thereto and the entire rents and profits thereof Subject to payment of the due proportion of the rent and the observance and performance of the covenants and terms reserved and contained in the Government Lease and this Deed.

2.3 Each equal Undivided Share in the Land and the Development and the full and exclusive right and privilege to hold use, occupy and enjoy any part of the Development shall be held by the person or persons from time to time entitled thereto subject to and with the benefit of the easements, rights, rights of way, privileges and obligations herein contained Provided That the Common Parts Undivided Shares shall not carry any voting rights or liability to pay fees under this Deed, nor shall such Undivided Shares be taken into account for the purpose of calculating the quorum of any meeting.

2.4 The Owners shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions herein contained and the benefit and burden thereof shall be annexed to every part of the Land and the Development and the Undivided Share or Shares held therewith. The Conveyancing and Property Ordinance shall apply to this Deed.

2.5 Subject to the Government Lease and this Deed every Owner shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other equal Undivided Share or Shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, charge, lease, licence or otherwise dispose of or deal with his Undivided Share or Shares or interest in the Land and the Development together with the full and exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Development which may be held therewith but any such sale, assignment, legal charge, lease or licence shall be expressly subject to and with the benefit of this Deed.

2.6 The right to the exclusive use occupation and enjoyment of any part of the Land or the Development shall not be sold, assigned, charged, leased or otherwise dealt with separately from the Undivided Share with which the same is held Provided Always that the provisions of this clause shall not extend to leases or tenancy the terms of which shall not exceed 10 years.

2.7 There is reserved and granted unto the First Owner the following rights and privileges :-

- (a) The First Owner, its contractors, servants, agents or other persons authorized by it shall have the right at all reasonable times to enter into and upon all parts of the Land and the Development with all necessary equipment plant and materials for the purpose of completing the construction of the Development in accordance with the Approved Plans and may carry out works in under on or over the Land and the Development as it sees fit. The First Owner in pursuance of any works shall notify the Owners, their servants, agents or licensees in writing as to the areas or parts of the Land and the Development that the Owners may not use while such works are being carried out and the First Owner shall not incur any liability of any nature whatsoever to the First Purchaser or other Owners by reason of such construction works.
- (b) The right of unrestricted free ingress, egress and regress to, from, through and upon all parts of the Land and the Development or any part thereof with or without plant, materials, tools, equipment, machinery or motor vehicles at all times for the purpose of inspecting, maintaining, repairing, replacing or renewing any part or parts of all those pieces or parcels of ground adjacent to the Land known and registered in the Land Registry as Subsection 1 of Section G of Inland Lot No.590, Section K of Inland Lot No.590 and Section

L of Inland Lot No,590 (hereinafter collectively referred to as "the Adjacent Land"), including any caisson walls, capping beams, retaining parapet walls, other structures, erections, installations or things which are now or may at any time hereinafter be on, over , above, under or below such part or parts of the Adjacent Land; and may for such purposes carry out any works in, on, under, to, within or outside the Land and the Development or any part thereof as the First Owner may from time to time think fit or require. The right of the First Owner of free ingress, egress and regress to, from, through and upon the Land and the Development and to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorized by the First Owner. The First Owner in pursuance of such works shall from time to time issue in writing to the Owners instructions as to the areas or parts of the Land and the Development that the Owners, their servants, agents or licensees may or may not use while such works are being carried out and the Owners shall comply with the requirements of such notification. The First Owner, its contractors, agents, workers and other persons authorized as aforementioned shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Owners or any person arising out of or incidental to the exercise by them of the aforesaid rights and no claim or objection whatsoever shall be made against any of them by the Owners or any person. Nothing herein contained shall constitute or be construed as creating or imposing any agreement or obligation, liability or responsibility on the part of the First Owner towards the Owners or any person to maintain, repair or renew any part or parts of the Adjacent Land.

- (c) The right to change the name of the Development or any Domestic Block therein at any time and shall not be liable to any Owner or other person having an interest in the Development for any damages, claims, costs or expenses resulting therefrom or in connection therewith.
- (d) The right to change, amend, vary, add to or alter the Approved Plans existing at the date hereof without the concurrence or approval of any Owner or any of the parties hereto provided that nothing herein shall absolve the First Owner from the requirements of obtaining the prior written approval of the Director of Buildings and provided also that the rights of the Owners shall not be materially or adversely affected. No such change or addition shall give to the Owners any right of action against the First Owner.
- (e) The right to apply negotiate and agree with the Government without any reference to any Owner and without the necessity of making any Owner or Owners a party thereto, to amend vary or modify the Government Lease or

any conditions thereof and to execute the documents relating to such variation or modification in such manner as the First Owner may deem fit including but not limited to variations and modifications relating to :-

- (i) the number of residential units (if any);
- (ii) the permitted use of any part or parts of the Development;
- (iii) the number or ratio of car parking spaces;

No such variations and modifications shall give to the Owners any right of action against the First Owner Provided that the exercise of such right shall not materially or adversely affect the interests of the Owners.

- (f) Subject to the approval of the Owners' Committee (or Owners' Corporation) if formed, the exclusive right to install in or affix to any part of the Development to which no Owner(s) has the exclusive right to occupy such flues, pipes, conduits, chimneys, aerials, plant, machinery and other apparatus, signs, placards, posters and other advertising structures whatsoever (whether illuminated or not) as the First Owner shall think fit, together with the right to repair, maintain, service, remove or replace the same Provided That such installation shall not unreasonably affect the enjoyment of the Development by the Owners and Occupiers and any consideration received therefor shall be credited to the management account for the benefit of all Owners.
- (g) The First Owner shall have the right, so long as it is the Owner of any part of a Domestic Block, to enter into a Sub-Deed of Mutual Covenant in respect of that part of the Domestic Block Provided Always that such Sub-Deed shall not be in conflict with the provisions of this Deed and so long as the same shall not affect the rights interest or obligations of the Owners of Units of the other block under this Deed.
- (h) The right to reallocate from time to time the Undivided Shares and/or Management Shares allocated to any Unit the ownership of which is retained by the First Owner Provided That (i) the total number of Undivided Shares and/or Management Shares of the Development shall remain unchanged; (ii) the total number of Undivided Shares and/or Management Shares allocated to all such Units then retained by the First Owner shall remain unchanged and shall not interfere with any other Owner's exclusive right to hold, use, occupy and enjoy the Unit which such other Owner owns.
- (i) Subject to the approval of the Owner's Committee (or the Owners' Corporation) if formed, the right to designate and declare by deed any part or parts of the Land or the Development or any part or parts thereof and any systems devices and facilities thereof the sole and exclusive right to hold, use, occupy and enjoy and to receive the rents and profits thereof and therefrom is



then beneficially owned by the First Owner, as additional Development Common Areas and Development Common Facilities or Carpark Common Areas and Carpark Common Facilities or Domestic Common Areas and Domestic Common Facilities; and to sub-allocate Undivided Shares thereto which Undivided Shares shall be assigned to and vested in the Manager or the Owners' Corporation (as the case may be) to be held on trust for all the Owners in accordance with Clause 9.6.2 hereof; and to make consequential adjustment in the Management Shares; and with effect from such designation and declaration as aforesaid such additional Common Areas and Common Facilities shall cease to be owned by the First Owner and form part of the Development Common Areas and Development Common Facilities or Carpark Common Areas and Carpark Common Facilities or Domestic Common Areas and Domestic Common Facilities (as the case may be) and the Undivided Shares held therewith shall be assigned to the Manager or the Owners' Corporation (as the case may be) to be held on trust for the benefit of all Owners for the time being of the Land and the Development, and the Owners shall contribute to the maintenance and upkeep of the same as if they were part of the Development Common Areas and Development Common Facilities or Carpark Common Areas and Carpark Common Facilities or Domestic Common Areas and Domestic Common Facilities (as the case may be) Provided That (i) the First Owner in making such designation and declaration shall not interfere with any other Owner's exclusive right to hold, use, occupy and enjoy the Unit which such other Owner owns; and (ii) any such additional Common Areas and Common Facilities shall not in any event be re-designated as or re-converted to a Unit.

- (j) Subject to the approval of the Owner's Committee (or the Owners' Corporation) if formed, the right to designate and declare by deed any part or parts of the Common Areas and Common Facilities as common areas and facilities of any particular part of the Development and in the event the First Owner shall so designate, that/those part or parts of the Common Areas and Common Facilities shall be used or enjoyed by the Owners who have exclusive right to use and enjoy the particular part of the Development to the exclusion of all other Owners and the Owners of such part or parts of the Development shall contribute to the maintenance and upkeep of the same as if they were part of the common areas and facilities of that particular part of the Development.
- (k) The right to specifically assign any or all of the rights reserved under this Clause 2.7 to the Manager who shall then have the like rights of the First

Owner as herein reserved.

- (l) The First Owner shall be entitled to do all or any of the things mentioned in this Clause 2.7 by exhibiting a notice in English and Chinese on the notice boards within the Development for 7 consecutive days.

2.8 Insofar as may be necessary, the Owners hereby jointly and severally and irrevocably grant unto the First Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and deliver such deed or deeds and to sign such documents and instruments as may be necessary for or incidental to the exercise of the First Owner's rights referred to in Clause 2.7 above, and the Owners hereby jointly and severally undertake to do all acts deeds matters and things and to execute and sign seal such deeds and to sign such document or instrument as may be necessary to give effect to the above-mentioned grant.

### SECTION III

#### EASEMENTS, RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH UNDIVIDED SHARE TOGETHER WITH THE FULL AND EXCLUSIVE RIGHT AND PRIVILEGE TO HOLD USE OCCUPY AND ENJOY ANY UNIT HELD THEREWITH

##### A. Domestic Units

3.1.1 The Owner of a Domestic Unit shall have the benefit of the following easements, rights and privileges, subject to this Deed and the Rules and subject to the rights of the Manager and the First Owner herein provided and to the payment by such Owner of his due proportion of the Management Expenses hereunder :-

- (a) full right and liberty for each Owner of a Domestic Unit, his tenants, servants, agents and licensees (in common with all persons having the like right) to go pass and repass over and along and use the Development Common Areas and the Development Common Facilities and such of the Domestic Common Areas and of the Domestic Common Facilities for all purposes connected with the proper use and enjoyment of his Domestic Unit;
- (b) the right to subjacent and lateral support from other parts of the Domestic Blocks and the right to subjacent and lateral support from the foundations and all other parts of the Development;
- (c) the free and uninterrupted passage and running of water, sewage, gas, electricity, telephone and all other services from and to the Unit owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through the Land and the Development for the proper use and enjoyment of the Domestic Unit owned by the Owner.

##### B. Carpark

3.2.1 The Owner of a Carparking Space shall have the benefit of the following easements, rights and privileges subject to this Deed and the House Rules and Carpark Rules (if any) and subject to the rights of the Manager and the First Owner herein provided and to the payment by such Owner of his due proportion of the Management

Expenses hereunder :-

- (a) full right and liberty for each Owner of a Carparking Space, his tenants, servants, agents and licensees (in common with all persons having the like right) to go pass and repass over and along and use the Development Common Areas and the Development Common Facilities and such of the Carpark Common Areas and of the Carpark Common Facilities for all purposes connected with the proper use and enjoyment of his Carparking Space;
- (b) the right to subjacent and lateral support from other parts of the Carpark and the right to subjacent and lateral support from the foundations and all other parts of the Development;
- (c) the free and uninterrupted passage and running of water, sewage, gas, electricity, telephone and all other services from and to the Carparking Space owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through the Land and the Development for the proper use and enjoyment of the Carparking Space owned by the Owner.

C. Provision Applicable to All Owners

3.3.1 Each Owner or occupier of a Unit may, with the prior written approval of the Manager and in accordance with such terms or conditions as the Manager may impose, with or without servants, workmen and others at all reasonable times on reasonable written notice (except in the case of emergency) enter into and upon the other Units and the Common Areas for the purposes of carrying out any work for the maintenance and repair of his Unit or its services (such work not being the responsibility of the Manager hereunder) causing as little disturbance as possible and forthwith making good any damage caused thereby.

## SECTION IV

### EASEMENTS, RIGHTS AND PRIVILEGES SUBJECT TO WHICH EACH UNDIVIDED SHARE TOGETHER WITH THE FULL AND EXCLUSIVE RIGHT AND PRIVILEGE TO HOLD USE OCCUPY AND ENJOY ANY UNIT IS HELD

#### A. Domestic Units

4.1 The following are the easements rights and privileges subject to which each Undivided Share and the exclusive right to hold use occupy and enjoy each Domestic Unit is held :-

- (a) The Manager shall have full right and privilege at all reasonable times on notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon the Domestic Units or any part or parts thereof for the purposes of inspecting, examining, maintaining and effecting repairs to such Domestic Units or the Domestic Blocks or the Development or any part or parts thereof or any of the common facilities therein or any other apparatus and equipment used or installed for the benefit of the Development or any part or parts thereof as part of the amenities thereof which are not for the sole use and enjoyment of any individual Owner.
- (b) Easements rights and privileges over along and through each Domestic Unit equivalent to those set forth in paragraphs (b) and (c) of Clause 3.1.1.

#### B. Carpark

4.2 The following are the easements rights and privileges subject to which each Undivided Share and the exclusive right to hold use occupy and enjoy each Carparking Space is held :-

- (a) The Manager shall have full right and privilege at all reasonable times on notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon the Carpark or any part or parts thereof for the purposes of inspecting, examining and maintaining such Carpark or the Development or any part or parts thereof or any common facilities therein or any other apparatus and equipment used or installed for

the benefit of the Development or any part or parts thereof as part of the amenities thereof which are not for the sole use and enjoyment of any individual Owner.

- (b) Easements rights and privileges over along and through each Carparking Space equivalent to those set forth in paragraphs (b) and (c) of Clause 3.2.1.

C. Provision Applicable to All Owners

4.3.1 Subject always to the rights of the First Owner under this Deed and the provisions of this Deed, the Manager shall have full right and authority to manage all of the Common Areas and Facilities. Should there be any damage to any of the Common Areas or Common Facilities or structures caused by the negligent or wilful acts or omission of any Owner or his licensees agents or servants, the Manager shall be entitled to require such Owner to remedy the damage or to procure such remedy at the expense of such Owner.

4.3.2 The Government, the Director of Highways, its or their officers, contractors, workmen and any other persons authorized by the Government or the Director of Highways shall have the right of unrestricted free ingress, egress and regress to, from, through and upon all parts of the Land and the Development or any part thereof with or without plant, materials, tools, equipment, machinery or motor vehicles at all times; and of carrying out any works in, on, under, to, within or outside the Land and the Development or any part thereof as the Government or the Director of Highways may from time to time think fit or require for the purpose of inspecting, maintaining, repairing, replacing or renewing any part or parts of the Adjacent Land, including any caisson walls, capping beams, retaining parapet walls, other structures, erections, installations or things which are now or may at any time hereinafter be on, over, above, under or below such part or parts of the Adjacent Land.

## SECTION V

### COVENANTS, PROVISIONS AND RESTRICTIONS TO BE OBSERVED AND PERFORMED BY THE OWNERS

#### A. Provisions Applicable to all Owners

5.1.1 Each Owner of any Undivided Share in the Land and the Development shall prior to completion of any assignment or other deeds or documents relating thereto furnish to the Manager in writing full information in respect of the assignment or transfer.

5.1.2 Each Owner shall promptly pay and discharge all existing and future taxes, rates, assessments and outgoings of every kind and description for the time being assessed or payable in respect of that part of the Development owned by him and shall indemnify the other Owners from and against all liability therefor.

5.1.3 Each Owner shall pay to the Manager on the due date his due proportion of the Management Expenses payable by such Owner as herein provided.

5.1.4 No Owner shall make any structural alterations to any Unit owned by him unless with the prior approval of the Building Authority and any other relevant Government authority and prior consent in writing from the Manager. No provisions shall be made pursuant to this Deed preventing an Owner from taking legal action against another Owner in this respect nor will any Owner use, cut, injure, damage, alter or interfere with any part or parts of the Common Areas or the Common Facilities nor any equipment or apparatus on in or upon the Land not being equipment or apparatus for the exclusive use enjoyment and benefit of any such Owner.

5.1.5 No Owner will permit or suffer to be done any act or thing in contravention of the laws and regulations as amended or modified or re-enacted thereof for the time being in force.

5.1.6 No Owner will permit or suffer to be done any act or thing whereby any insurance on the Development or any part thereof 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 any Owner, in addition to being responsible for any other liability incurred thereby, such Owner shall pay to the Manager the amount of any

increase in premium caused by or on account of such breach.

5.1.7 Each Owner shall be responsible for and shall indemnify all other Owners and Occupiers and the Manager 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 default or negligence or omission of such Owner or any Occupier of any part of the Development owned by him or any person using such part of the Development with his consent expressed or implied or by or through or in any way owing to the overflow of water or spread of fire therefrom.

5.1.8 Except with the prior written consent of the Director of Environmental Protection and the Manager, the Owners shall not install or use on the Land or any part thereof or in any building or buildings erected thereon any machinery, furnace, boiler or other plant or equipment or any fuel, method or process of manufacture or treatment which might in any circumstances result in the discharge or emission of any pollutant or any noxious, harmful or corrosive matter, whether it be in the form of gas, smoke, liquid, solid or otherwise.

5.1.9 Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and Occupiers for the time being against the acts negligence defaults and omissions of all persons occupying with his consent expressed or implied any part or parts of the Development 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, negligence or default or omission of any such person. In the case of loss or damage which the Manager is responsible hereunder to make good or repair such costs, charges and expenses shall be recoverable by the Manager as herein provided and in the case of loss or damage suffered by other Owners or Occupiers of any part of the Development for which the Manager is not responsible hereunder 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.

5.1.10 No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land or the Development.

5.1.11 No Owner shall do or permit or suffer to be done and each Owner will take all possible 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 management and maintenance of the Development.



5.1.12 Each Owner shall maintain in good repair and condition that part of the Development owned by him to the satisfaction of the Manager and in such manner so as to avoid any loss, damage, nuisance or annoyance to the Owners or Occupiers of any other part or parts of the Development.

5.1.13 No Owner shall use or permit or suffer the part of the Development owned by him to be used for any illegal or immoral purpose nor shall he do cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage or inconvenience to other Owners and Occupiers for the time being of Units in the Development the neighbouring lot or lots or premises.

5.1.14 No Owner shall use or permit or suffer any part of the Development owned by him to be used except in accordance with the Government Lease, this Deed, Rules or other Ordinances and Regulations or other permit, consent or requirement from time to time applicable thereto.

5.1.15 No Owner shall bring on to or keep any livestock, birds, poultry or pets on any part of the Development PROVIDED THAT live poultry, birds or pets may be kept in a Domestic Unit unless the same has been the cause of reasonable complaint (in the sole discretion of the Manager ) by at least two (2) Owners or Occupiers of any part of the Development.

5.1.16 The refuse collection chamber located in the Development shall be used only in the manner prescribed by the Manager and subject to the Rules governing the same.

5.1.17 No Owner shall alter, repair, connect to or in any other way interfere with or affect the Common Areas and Facilities of the Development without the prior written consent of the Manager.

5.1.18 Except as herein provided, no flags, banners, poles, cages, shades, sculptures or other projections or structures whatsoever extending outside the exterior of the Development or any part thereof shall be erected, installed or otherwise affixed to or projected from the Development or any part thereof except with the written consent of the Manager and/or the Director of Buildings in accordance with the Government Lease.

5.1.19 All Owners shall at all times observe and perform the Rules and all the

covenants conditions and provisions of this Deed and comply with the terms of the Government Lease.

5.1.20 No Owner shall do or suffer or permit to be done anything whereby the flushing or drainage system of the Development may be clogged or the efficient working thereof may be impaired.

5.1.21 No Owner shall:-

- (a) make any structural or other alterations to any part of the Development which may damage or interfere with the use and enjoyment of any other part thereof;
- (b) do or permit to be done any act or thing which may or will alter the external appearance of the Development without the prior consent in writing of the Manager and any Government authorities if required;
- (c) do or permit or suffer to be done by his tenants, occupiers or licensees any act or thing which may interfere with or affect the construction of any part of the Development at any time in the course of construction or the maintenance of the Development;
- (d) make any alteration to any installation or fixtures so as to affect or be likely to affect the supply of water, electricity or gas or other services to or in the Land and the Development;
- (e) cut or damage any of the structural walls or beams or columns, ceilings, roofs or floors of any structural part of the Development or do anything whereby the structural strength of any part of the Development may be affected.

5.1.22 Subject as herein provided, each Owner of a Domestic Unit may at its own expense install in the part of the Development owned by him such additions, improvements, fixtures, fittings and decoration and remove the same Provided however that no such installation or removal shall cause any structural damage or interfere with the enjoyment of any other part of the Development or contravene any relevant Ordinance, regulation, rules or requirement of the Government or other competent authority.

5.1.23 No Owner shall use the Development or any part thereof for any purpose

which is in contravention of the terms and conditions contained in the Government Lease or the Occupation Permit or any applicable Regulations or any Ordinances, or store any hazardous, dangerous or unlawful goods or combustible or explosive substances or any "dangerous" or "prohibited" goods within the meaning of the Dangerous Goods Ordinance subject to Clause 5.2.4 (Cap.295).

5.1.24 Subject to Clause 5.1.29, no air-conditioning units or plants or any other fixture shall be installed through the windows or external walls of the Development without the prior written consent of the Manager to any such installations and that all conditions of such consent (if any) having been complied with and all possible measures shall be taken to prevent excessive noise, condensation or dripping onto any part of the Development. Every Owner shall at his own costs and expenses keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his part of the Development in good repair and condition.

5.1.25 No Owner shall use corridors, staircases, driveway or the other common parts of and in the Development for the purposes of drying or hanging laundry, or placing or storing any dustbins, garbage cans, furniture, machinery, goods or chattels or other things thereon or therein other than in the spaces specifically provided for such purpose.

5.1.26 No part of the Common Areas shall be obstructed or incumbered nor shall any refuse or other matter or things be placed or left thereon nor shall any part thereof be used for any business or private purpose and no Owner shall do or suffer or permit to be done anything therein as may be or become a nuisance or cause annoyance to any other Owners or Occupiers of the Development.

5.1.27 No Owner shall erect any private aerial on the exterior of any part of the Development but may connect to any communal aerial and radio system installed in the Development with the permission of the Manager and in accordance with any rules of the Development relating to the same.

5.1.28 No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Development owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the services and facilities provided for the disposal thereof.

5.1.29 No Owner shall, without the prior written consent of the Manager and the conditions of such consent having been complied with, install, or affix any air

conditioning units or plants or other articles to any part of the Development (with the exception of window-type air conditioning units in the space (if any) specifically provided for such purpose) or affix any frames, iron cage or any other structures whether made of wood, metal, cement or any other materials to upon or along the exterior walls of or outside his Unit or in the Common Areas or any part thereof.

5.1.30 No Owner shall enclose or permit or suffer to be enclosed any windows (save with the prior written consent of the Manager) of his Unit and no Owner shall do or suffer to be done anything that may change alter or damage the outlook of any part of the Development including erecting any structure thereto.

5.1.31 No Owner shall do or cause or permit to be done without the prior consent in writing of the Manager any of the following :-

- (i) Repaint re-decorate or alter the appearance of the facade or exterior of any Unit or any part thereof.
- (ii) Erect or display any flags and flagpoles racks for flower pots canopies of any kind along the exterior wall areas of any part of the Development.

5.1.32 Each Owner shall keep the interior of his Unit and all electrical and sanitary appliances and other services therein in good repair and condition and to maintain the same in such manner so as to avoid any loss, damage, nuisance or annoyance to other Owner or Occupier and not to interfere or affect adversely the proper functioning of the services systems of any other Unit.

5.1.33 No Owner or Occupier shall use or permit to be used any Unit for industrial or godown purposes or the purpose of a funeral parlour, coffin shop, temple or Buddhist hall for the performance of the ceremony known as "Ta Chai" (打齋) or for any similar ceremony, or as an inn, hotel, guest house, boarding house, lodging house or for any illegal or immoral purpose or metal beater's shop or for any offensive trade or business.

5.1.34 No Owner shall overload or permit or suffer to be overloaded the electrical circuits within the Development and no Owner shall install or use or permit or suffer to be installed or used any equipment, apparatus or machinery which exceeds the loading of the electrical main or wiring.

5.1.35 No Owner shall dispose of or discharge or permit or suffer to be disposed of

or discharged any waste, refuse, garbage or rubbish in any part or parts of the Development other than that part or parts of the Development specially designated for the purpose and only in the manner as specified or approved by the Manager.

5.1.36 No Owner shall permit any sewage, waste water or effluent containing sand, cement, silt or any other suspended or dissolved material to flow from the Development onto any adjoining land or allow waste matter which is not part of the final product from waste processing plants to be deposited anywhere within the Development and the Owners shall have all such matter removed from the Development in a proper manner to the satisfaction of the Director of Environmental Protection and the Manager.

5.1.37 The Domestic Common Facilities of the Development shall only be used and enjoyed by the residents of the Domestic Blocks subject to such rules as may be from time to time laid down by the Manager.

5.1.38 Subject to Clause 6.2.1 (40) of this Deed, the Owners shall at their own expense maintain and carry out all works in respect of the Slopes and in accordance with the Maintenance Manual and "GEOGUIDE 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended from time to time).

5.1.39 No partitioning shall be erected or installed in any part of the Development which does not leave clear access for fire exits and save and except with the consent of the Manager no windows shall be wholly or partially blocked or the light and air therefrom in any way obstructed.

5.1.40 No Owner shall permit or suffer to be erected affixed installed or attached in or on at the door or doors or entrance or entrances of part of the Development any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Department or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over through and along any of the Common Areas and Facilities.

5.1.41 No Owner shall obstruct the access to the flat roof and the Top Roof not specifically assigned to any particular Owner and being part of the Domestic Common Areas which shall at all times remain opened and unobstructed. In case the access is being obstructed the Manager shall have the power to restore the access to such condition so as to comply with the Fire Service Regulations or other relevant Government regulations at the expenses of the Owner in default.

5.1.42 The Owners shall indemnify and keep indemnified the Government against all liabilities, damages, expenses, claims, costs, demands, charges, actions or proceedings of whatsoever nature arising out of or as a consequence of any failure to properly maintain any of the items referred to in Clause 6.2.1 (40) hereof.

5.1.43 The Owners shall at their own expenses conserve maintain and keep in good condition and repair the London Mission Building to the satisfaction of the Secretary for Broadcasting, Culture and Sport (formerly known as Secretary for Recreation and Culture) or the Town Planning Board.

5.1.44 The Owners shall at their own expenses be responsible for the excavation and subsequent reinstatement of the floor tiles on the external of The Hongkong Electric Company Limited Cable trench covers for facilitating future cable laying/maintenance work for the Development.

5.1.45 The Owners shall permit the unrestricted free ingress, egress, regress, carrying out of works and the exercise of such rights by the Government, the Director of Highways, the First Owner, its or their officers, contractors, workmen and any other persons authorized by them or any of them pursuant to the rights reserved in Clauses 2.7(b) hereof and in the Government Lease. No owners shall do permit or suffer to be done anything that may impede or obstruct such ingress, egress, regress, carrying out of works or exercise of the aforesaid rights by them.

B. Provisions Applicable to Owners of Domestic Units Only

5.2.1. All Domestic Units shall be used for private residential purposes only and in particular shall not be used for occupancy in bed spaces or cubicles in the form of commercial letting or as an office, store, factory, shop or for any other commercial use or for the conduct of any trade, profession or business whatsoever.

5.2.2 Unless otherwise provided herein no Owner shall have the right to use the flat roof and the Top Roof not specifically assigned to any particular Owner and being part of the Domestic Common Areas (except that the Owners may use such flat roof and Top Roof for escape in event of fire or emergency). The Manager shall have the right to enter and remove anything erected or placed on the Top Roof in contravention of this Deed and any Regulations made under the Buildings Ordinance and any Regulations of the Fire Services Department at the cost and expense of the Owners erecting or placing

the same.

5.2.3 Each Owner of Domestic Unit shall observe and perform the House Rules.

5.2.4 No Owner or Occupier shall store or permit to be stored in any Domestic Unit any hazardous, dangerous, explosive or combustible goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.

5.2.5 Each Owner or Occupier shall only use and enjoy the Club for recreational purposes and subject to the Club Rules from time to time laid down by the Manager.

5.2.6 Except with the prior written consent of the Manager, no alteration or additional fixtures and fittings of any nature shall be made to or permitted to be installed or mounted on the walls or floor finish of the Flat Roof and/or the Upper Roof appertaining to any Domestic Unit.

5.2.7 Each Owner of Domestic Unit shall keep that part of the Flat Roof and Upper Roof owned by him in good repair condition and maintenance and free from leakage in such manner so as to avoid any loss, damage, nuisance or annoyance to the Owners or Occupiers of any other part or parts of the Development.

5.2.8 No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances of any Domestic Unit any metal grille or shutter or gate.

C. Provisions Applicable to the Owners of the Carparking Spaces only

5.3.1 The Carparking Spaces shall only be used for the purpose of parking licensed motor vehicles.

5.3.2 No Owner or Occupier of a Carpark Space shall allow any motor vehicle parked in his Carparking Space to deteriorate to a condition detrimental to the environmental appearance of the Development.

5.3.3 Each Owner or Occupier of a Carparking Space shall perform and observe the Carpark Rules (if any).

## SECTION VI

### MANAGEMENT OF THE DEVELOPMENT

#### A. Appointment of Manager

6.1.1 NEW CHARM MANAGEMENT LIMITED (新卓管理有限公司) shall be appointed as the Manager for all the Owners to undertake the management, operation, servicing, renovation and security of the Land and the Development initially for a term of two (2) years from the date of this Deed and such appointment may be terminated by: (i) the Manager giving to the Owners' Committee or Owners' Corporation (if formed) not less than three (3) calendar months' notice in writing to terminate the appointment and where there is no Owners' Committee or Owners' Corporation, by serving such a notice on each of the Owners and by displaying such a notice in a prominent place in the Development, or (ii) the Owners' Committee giving three (3) calendar months' notice in writing to the Manager to terminate its service pursuant to a resolution of the Owners pursuant to Clause 8.1.2 (d) of this Deed and (iii) by the Owners' Corporation pursuant to the provisions of the Seventh Schedule to the BMO. For the avoidance of doubt, the Manager shall take up management only for those parts of the Development in respect of which an Occupation Permit has been issued. The appointment of the Manager shall be terminated forthwith whether before or after the said initial term if the Manager shall go into liquidation (except for the purpose of amalgamation or reconstruction which has been formally notified and consented to by the Owners' Committee or Owners' Corporation). Upon termination of the appointment of the Manager, the Owners' Committee or Owners' Corporation shall establish, employ or appoint such or such type of development management company or agency as it shall in its discretion think fit to carry out the management and maintenance of the Development in accordance with the provisions of this Deed.

6.1.2 Upon termination of the appointment of the Manager in whatever manner, a meeting of the Owners' Committee shall be convened to appoint a manager to take its place or in the case of the Manager being wound up or having a receiving order made against it or failing to convene a meeting of the Owners' Committee as aforesaid, not less than one fifth of the total number of the members of the Owners' Committee may forthwith convene a meeting of the Owners' Committee to appoint a manager to take its place, and such meeting shall appoint a manager who shall on the expiry of the notice of termination of the Manager's appointment given by or to the Manager as the case may be and henceforth become vested with all the powers and duties of the Manager



hereunder. The outgoing Manager shall within 2 months of the date of his appointment ends:

- (a) prepare (i) an income and expenditure account for the period beginning with the commencement of the financial year in which the Manager's appointment ends and ending on the date the Manager's appointment ends; and (ii) a balance sheet as at the date the Manager's appointment ends, and shall arrange for that account and balance sheet to be audited by a certified public accountant or by some other independent auditor specified in the resolution of the Owners' Committee (if any) or in the absence of any such specification, by such certified public accountant or other independent auditor as may be chosen by the Manager;
- (b) deliver to the Owners' Committee (if any) or the Manager appointed in his place any books or records of account, papers, plans, documents and other records in respect of the control, management and administration of the Development at the expense of the Owners; and
- (c) assign to the Manager appointed in its place or the Owners' Corporation the Common Parts Undivided Shares together with all of the Common Areas and Facilities

Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that at no time shall the Development be without a responsible duly appointed manager to manage any of the buildings after the date of this Deed.

6.1.3 The management of the Land and the Development shall be given free of costs to the Owners' Corporation at its request when it is formed pursuant to the BMO.

B. Powers and Duties of Manager

6.2.1 During the term of its appointment as the Manager, the Manager will subject to Clauses 6.1.1 and 6.1.2 manage the Land and the Development in a proper manner and in accordance with the provisions of this Deed and each Owner hereby irrevocably appoints the Manager as agent for all Owners in respect of any matters concerning the Common Areas and Facilities duly authorized in accordance with the provisions of this Deed with full power of delegation to enforce the provisions of this Deed against the other Owner. The Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or expedient for the proper

management of the Development. Without in any way limiting the generality of the foregoing the Manager shall have the following duties :-

- (1) To put in hand work necessary to maintain any and every part of the Development and all Common Areas and Facilities so that the same are maintained in a good, clean and safe condition at all times and for this purpose to employ reputable and competent contractors and workmen.
- (2) To ensure that all Owners or Occupiers of the Units maintain the Units owned or occupied by them in a satisfactory manner and if there is any default on the part of any such Owners or Occupiers, to put in hand (at reasonable notice) any necessary maintenance and to take all necessary steps to recover the cost therefor from the defaulting Owner or Occupier.
- (3) To paint wash tile or otherwise treat as may be appropriate the external walls of the Development and all Common Areas at such intervals as the same may reasonably be required to be done.
- (4) To replace any glass in the Common Areas that may be broken.
- (5) To keep the Common Areas well lighted.
- (6) To keep in good order and repair the ventilation of the Common Areas.
- (7) To keep the Common Areas in a clean sanitary and tidy condition.
- (8) To prevent any decaying, noxious, excrementitious or other refuse matter from being deposited on the Development or any part thereof and to remove all refuse from such parts of the Development and arrange for its disposal at such regular intervals and to maintain on the Development refuse collection facilities.
- (9) To prevent the obstruction of the Common Areas and to remove any article or thing causing the obstruction and to recover the costs therefor from the person causing such obstruction.
- (10) To keep away and prevent hawkers from carrying on business within the Land and the Development and to remove the hawker found to be so doing and to

post up notices prominently of any kind as the Manager deems fit at any part of the Common Areas to the effect that hawker is prohibited on the Land.

- (11) To keep all the common sewers, drains, watercourses and pipes free and clear from obstruction.
- (12) To keep the Common Facilities in good condition and working order.
- (13) To keep all plant, machinery and equipment including but without limiting the generality of the foregoing, all lighting equipment, air-conditioning system, ventilation system (if any), water systems, public address systems (if any), fire fighting equipment, sprinkler systems, lifts, lift shafts, escalators and maintenance unit in good condition and working order and, in the case of lifts, in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion but subject to the approval of the Owners' Committee to enter into contracts with third parties for the maintenance of any plant, machinery or equipment.
- (14) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Development into any part of the public highway, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in under over or adjacent to the Land or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage.
- (15) To remove any structure, installation, bills, notices, placard, posters, advertisement, flag, banner, poles, cages, signboard, sunshade, bracket, fitting or other things in or on the Development (including any Top Roof and/or Upper Roof) which have been erected in contravention of the terms of the Government Lease or this Deed or regulations of the Buildings Ordinance or regulations of Fire Services Department and/or without the written permission of the Manager (or if such permission has been given upon the expiration or withdrawal of the same) and to demand and recover from the person by whom such structure or other thing as aforesaid was erected or installed the cost of such removal and the making good of any damages thereby caused.

- (16) To maintain fire fighting equipment and fire alarms and fire shutters and other fire services installations (if required by Government) and to the satisfaction of the Director of the Fire Services and so far as may be possible, to maintain the Development safe from fire hazards at all times.
- (17) To provide security force, watchmen, porters and caretakers and such other staff as shall be determined by the Manager in its reasonable discretion and to provide and maintain security installations, to maintain security in the Development at all times.
- (18) To maintain and operate or contract for the installation, maintenance and operation of the wireless and/or television aerials (if any) which serve the Development.
- (19) To manage, control and maintain within the Development the parking of cars and other vehicles, the flow of vehicular traffic, the use of roads, ramps and passage and carparking space.
- (20) To keep and maintain the landscaped areas in a clean, neat and tidy condition.
- (21) To provide such Chinese New Year, Christmas and other festival decorations for the Development as the Manager shall in his sole discretion consider desirable.
- (22) To do all things the Manager shall deem necessary or desirable for the purposes of maintaining and improving all facilities or services in or on the Development for the better enjoyment or use of the Development by its Owners, Occupiers and their licensees Provided that prior approval of the Owners' Committee or the Owners' Corporation (if formed) must be obtained if such improvement of the facilities or services involves expenditure in excess of 10% of the current annual management budget.
- (23) To appoint solicitors with authority to accept service on behalf of all the Owners of all legal proceedings relating to the Land and the Development (except proceedings relating to the rights or obligations of individual Owners) or any part thereof and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within 7 days of being requested so to do by the Director of Lands or other

competent officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners for the purpose of Order 10 Rule 1 of the Rules of the Supreme Court (or any provision amending or in substitution for the same).

- (24) To prevent any person other than any Owners, tenants, Occupiers of any part of the Development or their bona fide visitors from occupying or using any part of the Development otherwise than in accordance with the Government Lease or the provisions of this Deed.
- (25) To take all steps necessary or expedient for complying with the Government Lease and any statutory or Government requirements concerning or relating to the Development for which no Owner, tenant or Occupier of any part of the Development is solely and directly responsible.
- (26) To take all precautions to prevent and to take action to remedy any breach by any Owner or other person residing in or visiting the Development any provisions of the Government Lease or this Deed.
- (27) To prevent any person from detrimentally altering or injuring any part of the Development or any of the Common Areas and Facilities.
- (28) To demand, collect and receive all amounts payable by the Owners under the provisions of this Deed.
- (29) To pay and discharge out of all monies so collected all outgoings relating to the management of the Development reasonably and necessarily incurred by the Manager hereunder.
- (30) To insure and keep insured the Common Areas and Facilities to the full new reinstatement value as comprehensively as reasonably possible and in particular against loss or damage by fire and such other risks or perils as the Manager shall deem fit and in respect of public and/or Occupiers' liability insurance and liability as employer of employees of the Manager with some reputable insurance company or companies in the name of the Manager for and on behalf of itself as Manager and the Owners according to their respective interests and in the sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force.

- (31) To keep proper accounts of all income received and expenditure incurred by and of all payments made to the Manager in respect of carrying out its duties hereunder as herein provided and to prepare summaries of income and expenditure at least every three months and publish the same in the management office within the Land and the Development for a reasonable time.
- (32) To represent the Owners in all matters and dealings with Government or any statutory body any utility or other competent authority or any other person whomsoever in any way touching or concerning the management of the Development.
- (33) To commence, conduct, carry on and defend legal and other proceedings touching or concerning the management of the Land and the Development or the management thereof all in the name of the Manager.
- (34) To enforce the due observance and performance by the Owners or any person occupying any part of the Development through under or with the consent of any such Owner of the terms and conditions of this Deed and the Rules made hereunder and to take action including the commencement and conduct and defence of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof and the registration and enforcement of charges as hereinafter mentioned.
- (35) Subject to the provisions of Clause 6.2.2, to make, revoke or amend the Rules in respect of the Development, the Domestic Blocks and the Carpark as hereinafter provided which shall not be inconsistent with this Deed.
- (36) To post the name of any Owner and Occupier in default or in breach of the terms and conditions of this Deed as aforesaid together with particulars of the default or breach on the notice boards and/or other prominent spaces within the Development.
- (37) To recruit, dismiss and employ such staff as may from time to time be necessary to enable the Manager to perform its powers and duties provided in this Deed on such terms as the Manager shall in its absolute discretion decide

and to provide accommodation within the Development, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor.

- (38) To deal with all enquiries, complaints, reports and correspondences relating to the Development.
- (39) To allow the Government, the Director of Highways, the First Owner, its or their officers, contractors, workmen and any other persons authorized by the Government or the Director of Highways or the First Owner to enter into and upon all parts of the Land and the Development or any part thereof with or without plant, materials, tools, equipment, machinery or motor vehicles at all times for the purpose of inspecting, maintaining, repairing, replacing or renewing any part or parts of the Adjacent Land, including any caisson walls, capping beams, retaining parapet walls, other structures, erections, installations or things which are now or may at any time hereinafter be on, over, above, under or below such part or parts of the Adjacent Land and for such purposes to carry out all such works in, on, under, to, within or outside the Land and the Development or any part thereof as the Government or the Director of Highways may from time to time think fit or require.
- (40) To engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition the Slopes in accordance with the Maintenance Manual and "GEOGUIDE 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended from time to time) and all other guidelines issued from time to time by the appropriate Government department regarding the maintenance of the Slopes and to collect from Owners all costs lawfully incurred or to be incurred in carrying out the necessary slope maintenance and repair works provided that the Manager shall not be made personally liable for carrying out any such requirements of the Government Lease and those of the Director of Buildings which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners. For the purpose of this sub-clause (40), the definition of the Manager shall include any management committee of the Owners' Corporation.
- (41) To act as agent for and on behalf of all Owners in respect of all matters

concerning the Common Areas and Facilities duly authorized in accordance with the provisions of this Deed and the Manager is hereby authorized to act as such agent.

- (42) To do all such other things as are reasonably incidental to the proper management of the Land and the Development in accordance with the Government Lease or this Deed or for the common benefit of the Owners.
- (43) To manage, regulate, control and maintain within the Development, parking and loading and unloading of goods and the flow of vehicular traffic.
- (44) To remove any vehicle parked on the Common Areas and Facilities not so designated for parking or which shall cause an obstruction and any damage caused to such vehicles during or as a consequence of such removal shall be the sole responsibility of the Owners thereof.
- (45) To repair and maintain the drains and channels and drainage system whether within or outside the Land serving the Development which are required to be maintained pursuant to the Government Lease.
- (46) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants, contractors, workmen, servants, agent, watchmen, caretakers and other building staff and attendants Provided That where any major contract involves sums in excess of (i) HK\$100,000.00 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette, or (ii) 20% of the total amount of the relevant budget, whichever is the lesser, such major contract shall be awarded in accordance with the provisions in Clause 6.2.6 hereof.
- (47) To delegate or subcontract in whole or in part its rights and obligations for the management, maintenance, operation of the Development or any part thereof or and control of the Club and its facilities to other agents or managers on such terms and conditions as the Manager shall in its discretion think fit. Provided that the Manager shall not transfer or assign any of its rights and obligations hereunder and shall at all times remain liable to the Owners in accordance with the provisions of this Deed.



6.2.2 Subject to the approval of the Owners' Committee or the Owners' Corporation once in being, the Manager shall have power from time to time to make, revoke and amend the Rules :-

- (a) regulating the use occupation, maintenance and environmental control of the Development the Domestic Blocks and the Carpark respectively and any of the Common Areas and of any of the facilities, services or amenities thereof and the conduct of persons occupying, using or visiting the same; and
- (b) regarding any matter or thing which the Manager is empowered to do pursuant to these presents;

Provided That they are not inconsistent with this Deed or any relevant Sub-Deed and such Rules shall be binding on all of the Owners of the Development and their tenants, licensees, servants or agents. A copy of such Rules from time to time in force shall be posted on the public notice board in the Development, the Domestic Block or the Carpark or the relevant part of the Common Areas as the case may be and a copy thereof shall be supplied to each Owner on request free of charge.

6.2.3 All acts and decisions of the Manager arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being.

- 6.2.4
- (a) The Manager shall further have the right and power to require each Owner (except the Owner of a Carpark alone) to pay a proportionate part of the expenditure for the provision, operation, management, upkeep and maintenance of the areas and facilities of the Club and the Domestic Common Facilities as the Manager shall consider fair and reasonable.
  - (b) Without prejudice to the generality of the foregoing, the Manager shall have the right and power (in consultation with the Owners' Committee) to make rules for and to require payment of fees for the use of the facilities of the Club such fees to be utilized towards maintenance and repair of the Club. Any deficit will be made up by contribution by the Owner as provided in above Clause 6.2.4 (a). Any surplus will be treated as part of the Management Funds.

6.2.5 Neither the Manager nor any servant agent or other person employed by the Manager shall be liable to the Owners or any of them or to any person or persons

whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance of or purported pursuance of the provisions of this Deed and/or the Rules not being an act or omission involving criminal liability or dishonesty or negligence and the Owners shall fully and effectually indemnify the Manager and all such persons from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with the management of the Land and the Development or any act, deed, matter or thing done or omitted as aforesaid and all costs and expenses in connection therewith and not involving criminal liability, dishonesty or negligence on the part of the Manager or any such person or persons aforesaid.

6.2.6 The Manager shall not, in any financial year, enter into any contract relating to the management of the Land and the Development (other than services to be provided by solicitors, counsels, architects and other professional advisers) that involves sums in excess of 20% of the total expenditure estimated in the budget or revised budget, as the case may be, for that financial year or of such other amount as the Secretary for Home Affairs may specify by notice in the Gazette unless the contract complies with such standards and guidelines as may be specified in a Code of Practice referred to in Section 20A(3) of the BMO and relating to procurement and tender procedures and at intervals of not more than 3 years.

C. Manager's Remuneration

6.3.1 The Manager (other than the Owners' Committee when acting as Manager) for the performance of its duties herein shall be paid by way of remuneration at the rate of 10% of the total actual Management Expenses (excluding Manager's remuneration and any capital expenditure provided that the Owners' Committee or the Owners' Corporation, if formed, may be empowered to decide to include, at its own discretion, any capital expenditure (i.e. expenditure of a kind not incurred annually) for calculating the Manager's remuneration at the said rate of 10% or at such lower rate as the Owners' Committee or the Owners' Corporation may consider appropriate) necessarily and reasonably incurred in the management of the Development.

6.3.2 The Manager's Remuneration as aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not be subject to any requirement by the Manager to disburse or provide from such money any staff, facilities, accountancy services, or other professional supervision for the Land and the Development the cost for which shall be a direct charge upon the Management Funds.

6.3.3 Each Owner of a Unit includes a car parking space shall pay his due proportion of the Manager's Remuneration to the Manager in advance on the first day of each month. The Manager's Remuneration may be increased or reviewed by a resolution duly passed by the Owners' Committee. Payment of the Manager's Remuneration shall be monthly in advance in the sum of one twelfth of the annual remuneration of the Manager being 10% of the total actual annual Management Expenses (excluding the Manager's Remuneration), adjustment to the correct amount to be made within 21 days from completion of audit as provided under Clause 6.8.5(a).

D. Management Expenses in respect of the Development

6.4.1 The Owners of the Development shall pay to the Manager monthly in advance in the manner hereinafter provided the Management Expenses which shall be made up of the following :-

- (a) The Rent and all sums (other than the premium) payable under the Government Lease unless and until apportionment or separate assessment in respect of each Unit has been made by the Government Provided where there is a substantial increase in the Rent the whole of the Rent of the Land shall be borne and paid directly by the Owner(s) in the proportion of the Undivided Shares owned by them instead of having the same paid out of the ordinary management fee receivable hereunder Provided further that the Manager shall have the discretion in deciding whether or not an increase in Rent is substantial.
- (b) The proper and necessary cost of carrying out all or any of the duties of the Manager set out herein.
- (c) The cost of purchasing or hiring all necessary plant equipment and machinery in connection with the management and maintenance of the Land and the Development other than the Units.
- (d) The cost of employing staff to administer the management of the Development including (but not limited to) salaries, bonuses, gratuity, provident fund and /or long service payment, premium for employees' compensation and medical insurance of the security force, watchmen, gardeners, caretakers and other staff and other reasonable costs incidental

thereto.

- (e) All reasonable professional fees and costs incurred by the Manager including :-
  - (i) fees and costs of surveyors, rating surveyors, valuers, architects, engineers and others employed in connection with the management, maintenance and improvement of the Development,
  - (ii) solicitors and other legal fees and costs,
  - (iii) fees and costs of any accountants, auditors and/or any other consultants employed in connection with the management accounts or the Manager's statements as hereinafter referred to.
- (f) All water, gas, electricity, telephone and other services charges except separately metered to individual Units.
- (g) The cost of all fuel and oil incurred in connection with the operation of the Common Areas and Facilities.
- (h) The cost of maintaining and operating emergency generators and the cost of providing emergency lighting of the Development.
- (i) The cost of effecting insurance aforesaid mentioned in Clause 6.2.1 (30) hereof.
- (j) All charges, assessments, impositions and other outgoings payable by the Owners in respect of all parts of the Common Areas.
- (k) The cost of postage, stationery and other sundry items incurred by the Manager in connection with the management of the Development.
- (l) Subject to Clause 6.4.2 (c) of this Deed, a Sinking Fund to meet the expenditure for major works of a capital or non-recurrent nature. Such Fund shall be a trust fund managed by the Manager but all sums in such Fund shall be the property of the Owners. Such Fund shall be interest bearing and special reference shall be made to this Fund in the annual accounts and an estimate

shall be given as to the time of any likely need to draw on the Fund. The Owners in the Annual General Meeting shall decide the amount to be contributed to such Fund for the ensuing year.

- (m) The Manager's Remuneration for carrying out its management duties in accordance with the provisions herein contained.
- (n) The cost and expense of maintaining the building structures or such part or parts thereof or other items that are required to be maintained under the Government Lease.
- (o) The cost and expense of maintaining the London Mission Building.
- (p) The costs of providing uniforms for the security force, watchmen, gardeners, caretakers and cleaners employed for the management of the Land and the Development and replacement of the same.
- (q) The cost of landscaping and maintaining repairing cleansing and operating the Club, the play areas and all sport and recreational facilities of the Development.
- (r) Rent and Rates of the management offices (if any).
- (s) Air-conditioning charges of the management offices.
- (t) Furniture, fixtures, fittings and other appliances in the management offices.
- (u) Any other items of costs and expenditure which are in the absolute discretion of the Manager considered to be necessary for the administration, management and maintenance of the Land and the Development including but not limited to all staff, facilities, office, accountancy, professional, supervisory and clerical expenses incurred by the Manager in respect thereof or such proportionate part thereof which are provided by the headquarters office(s) of the Manager for the Development as well as any other lands, developments and buildings and for such purposes, the Manager shall be entitled to apportion any such items of expenditure which directly relate to the administration and/or management and/or maintenance of the Land and the Development as well as any other lands, developments and buildings in

such manner as shall be conclusively determined (save for manifest error) in the absolute discretion of the Manager having regard to the relevant circumstances.

6.4.2 Subject to the provisions of the preceding Clause 6.4.1, the Management Expenses shall be apportioned between the Owner of the Development in the following manner :-

- (a) Where any expenditure relates principally to the Domestic Common Areas or the Domestic Common Facilities providing service to Owners of Domestic Units of the Development or any part or parts thereof the expenditure shall form part of the management expenses of the Domestic Blocks and shall be borne by the Owners of the Domestic Units in accordance with the Second Schedule but subject to the prior approval of the Owners' Committee.
- (b) Where any expenditure relates principally to the Carpark Common Areas or the Carpark Common Facilities the expenditure shall form part of the Management Expenses of the Carpark and shall be borne by the Owners of the Carparking Spaces in accordance with the Second Schedule but subject to the prior approval of the Owners' Committee.
- (c) Where any expenditure relates principally to the Common Areas and/or Common Facilities or does not fall under any of the sub-paragraphs (a), (b) and (d) of this Clause 6.4.2 the expenditure shall form part of the Management Expenses of the Development as a whole and shall be borne by the Owners of the Units in accordance with the Second Schedule but subject to the prior approval of the Owners' Committee.
- (d) Where any expenditure relates solely to or is solely for the benefit of any Unit and no Owner other than the Owner entitled to the exclusive right and privilege to hold use and occupy that Unit will receive any material benefit therefrom, then the full amount of such expenditure shall be borne by the Owner of such Unit.

6.4.3 Subject to the provisions of the preceding Clause 6.4.2, each Owner shall pay in full a due proportion of the cost and expenses mentioned in Clause 6.4.1 of this Sub-Section D (being the Management Expenses) whether or not his Unit is occupied. No Owner shall be called upon to pay more than his fair share of Management Expenses.

The First Owner shall pay all Management Expenses for the Undivided Shares unsold.

- (a) The Owner of each Unit shall pay to the Manager monthly in advance the Management Fee calculated by the Manager in accordance with the Management Shares as set out in the Second Schedule hereto and PROVIDED THAT if the total contributions receivable as aforesaid by the Manager shall be insufficient to meet the Management Expenses by reason of any further Management Expenses whether incurred or to be incurred over and above the said estimated Management Expenses, such deficiency shall be carried forward to and recouped by adjusting the annual budget and the Management Fee for the next financial year provided always that the Manager may demand from each Owner on giving not less than one month's prior notice in writing the additional monthly contribution payable by each Owner as determined by the Manager pursuant to the provisions of this Deed PROVIDED THAT :- (i) such demand shall not be made more than once for every financial year for the purpose of the management of the Land and the Development; (ii) in exceptional circumstances it may be recovered by special contribution in one lump sum as the Manager shall deem fit to meet the said further Management Expenses including its remuneration due thereon; and (iii) the revised annual management budget shall be subject to review of the Owners' Committee.
- (b) If there should be any surplus after payment of all the costs charges and expenses then the surplus shall be credited to the Management Funds and be applied towards the Management Expenses of the Land and the Development in such manner as the Manager may decide.
- (c) The Manager shall be entitled to charge the Owner concerned a reasonable sum as consideration for granting and processing any consent required from the Manager pursuant to this Deed provided that such consideration shall form part of the Management Funds PROVIDED THAT the Manager shall be entitled to charge and retain a reasonable administrative fee for processing such consent and such fee shall be paid into the Management Funds.

6.4.4 The Manager shall from time to time notify each Owner in writing in the manner hereinafter mentioned of the amount of the Management Fee estimated as aforesaid and such amount shall be payable by each Owner monthly in advance from the commencement of the month immediately following the date of notification, the

initial Management Fee being payable from the day immediately following the date of this Deed for the Development or a later date at the discretion of the Manager. In the event of the latter the decision of the Manager shall apply to all the Units of the Development.

6.4.5 In the event of the Manager acquiring shares in the Land and the Development pursuant to SECTION VII hereof references to "Owners" in this Sub-Section of SECTION VI shall be deemed to exclude the Manager.

E. Security for and Recovery of Moneys Due to the Manager

6.5.1 The first person who becomes the Owner of each Unit shall, in respect of such Unit before taking possession thereof:-

- (a) pay to the Manager in respect of each Unit in the Development purchased by him a sum equivalent to five months' Management Fee being as to the sum equivalent to three months' Management Fee the deposit by way of security against his liabilities under this Deed and such sum shall not be set off against contributions towards Management Expenses required to be made by him under this Deed and as to the remaining sum equivalent to two months' Management Fee as his contribution towards the Sinking Fund for expenditure of a kind not expected by the Manager to be incurred annually as mentioned in Clause 6.4.1 hereof;
- (b) pay to the Manager a sum which may be fixed in proportion to the Management Shares for the deposit of various utilities for the Common Areas and Facilities, and a sum to be decided by the Manager as necessary (but not exceeding one month's Management Fee) as special cleaning charges for services provided by the Manager for debris / decoration charges Provided that any monies paid as special cleaning charges not used for debris/decoration are to be paid into the Management Funds;
- (c) pay to the Manager (i) the proportion of the Management Fee in respect of such Unit for the period from the day immediately following the date of the assignment in respect of his Unit to the end of the calendar month in which the assignment of his Unit is executed; and (ii) the Management Fee in respect of such Unit for the month immediately following the end of the calendar month in which such assignment is executed



Provided that the First Owner shall only be required to make contribution to the Sinking Fund and pay the Management Fee deposit and special cleaning charges if it remains the Owner of the Undivided Shares of any Unit which remain unsold for three (3) months after (i) execution of this Deed or (ii) the date when the First Owner is in a position validly to assign those Undivided Shares, whichever is the later.

6.5.2 If any Owner shall fail to pay any amount payable hereunder within 30 days of the date on which the demand is made as aforesaid, he shall further pay to the Manager :-

- (a) Interest thereon calculated at the rate of 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited on the outstanding amount due from the Owner for the period during which it remains unpaid; and
- (b) A collection charge of not exceeding 10% of the amount due to cover the cost (other than legal costs (on a solicitor and own client basis) of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

6.5.3 All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon at the rate of 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and all other expenses incurred in or in connection with recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager and the claim in any such action may include a claim for the solicitor and own client costs of the Manager in such action and the defaulting Owner shall in addition to the amount claimed in such action be liable for such costs. In any such action the Manager shall conclusively be deemed to be acting as the agent or agents for and on behalf of the Owners as a whole and no Owner sued under the provisions of this Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

6.5.4 In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed within 30 days of the date on which the same became payable or failing to comply with the terms or conditions of this Deed, the

Manager may discontinue providing management services to the defaulting Owners and the amount thereof together with interest as aforesaid and the said collection charge and all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal expenses referred to in Clause 6.5.3 of this Sub-Section E and in registering the charge hereinafter referred to, shall stand charge on the Undivided Share or Shares of the defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the Land Registry against the Undivided Share or Shares of the defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied.

6.5.5 Any charge registered in accordance with the last preceding paragraph shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share or Shares of the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the Unit held therewith and the provisions of Clause 6.5.3 of this Sub-Section E shall apply equally to any such action.

6.5.6 All persons on acquiring any Unit in the Development shall first ascertain from the Manager that there are no outstanding Management Fees due in respect of that Unit. If there are outstanding Management Fees, the new Owner and the outgoing Owner shall be jointly and severally liable to pay the same.

F. Application of Monies received by the Manager

6.6.1 Subject to SECTION VII hereof all insurance moneys, compensation received or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Land and the Development shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Land and the Development.

6.6.2 Where any insurance moneys, compensation, damages, costs, and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against the Owners or any of them as provided in Sub-Section E of SECTION VI hereof the same shall, after deduction of any costs or expenses incurred by the Manager in recovering the same, be credited to the accounts of those Owners against which a claim has been made in the same proportion as such claim.

6.6.3 All moneys paid to the Manager including those by way of interest and collection charges and the interest earned on interest bearing bank account(s) maintained by the Manager pursuant to this Deed or in the form of fee or other consideration which the Manager is entitled to charge under Clause 6.4.3 (c) of this Deed for granting any consent to an Owner where the same is required shall be held on trust for all the Owners for the time being and shall be paid into an interest bearing account or accounts maintained with a licensed bank and form part of the Management Funds PROVIDED THAT the Manager may retain or pay into a current account a reasonable amount thereof to cover expenditure of a minor nature but such amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).

G. Owners' Interest in Management Fees

6.7.1 Any person ceasing to be the Owner of any Undivided Share(s) in the Land and the Development shall in respect of the Undivided Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the Management Funds and the Sinking Fund held by the Manager including the deposit paid under Clause 6.5.1 of this Section to the intent that all such Management Funds and the Sinking Fund shall be held and applied for the management of the Land and the Development irrespective of changes in ownership of the Undivided Shares of and in the Land and the Development PROVIDED that any such deposit payable under Clause 6.5.1 (a) (except the Sinking Fund) and 6.5.1 (b) (except the special cleaning charge) of this Section may be transferred into the name of the new Owner of such Undivided Share(s) subject to the prior approval of the Manager AND PROVIDED further that upon the Land reverting to the Government and no renewal of the Government Lease or further Lease being obtainable or upon the rights and obligations hereunder being extinguished as provided in SECTION VII hereof any balance of the said funds or in the case of extinguishment of rights and obligations as aforesaid an appropriate part of the said funds shall be divided between the then Owners of the Development in proportion to the respective contribution made by them or their respective predecessors immediately prior to such reversion or in the case of the extinguishment of rights and obligations as aforesaid between the Owners whose rights and obligations are extinguished and the sum so divided shall be repaid to such Owners by the Manager.

H. Management Records and Accounts

6.8.1 The Manager shall prepare annual accounts, in which the first financial year

for the purpose of the management of the Land and the Development shall commence from the date of this Deed and shall terminate on the 30th day of April in the ensuing year PROVIDED that if the duration of the first financial year shall be less than SIX calendar months then the first financial year shall extend to and end on the 30th day of April of the next succeeding year and thereafter the financial year shall commence on the 1st day of May of that year and shall terminate on the 30th day of April in the ensuing year. The Manager shall have the right to change the financial year upon giving notice in writing to the Owners' Committee but the financial year may not be changed more than once every five years unless the change is approved by a resolution of the Owners' Committee.

6.8.2 All moneys collected by the Manager in the exercise of his powers and duties hereunder (save and except sufficient petty cash in such amount to be approved by the Owners' Committee (if any) from time to time for day-to-day requirements and unless otherwise authorized by the Owners' Committee) shall be deemed to be held in trust by the Manager for all Owners and shall be paid into an interest-bearing account or accounts maintained with a licensed bank the title of such account or accounts shall refer to the Management Funds of the Development and only be used for the good and efficient management of the Land and the Development. Any reference to an account in this Clause is a reference to an account opened with a bank granted a licence under the Banking Ordinance (Cap. 155).

6.8.3 The Manager shall keep true and proper books or records of all financial and other records of all monies received in the exercise of its powers and duties hereunder and all expenditure thereof and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those accounts for at least 6 years. The Manager shall within 1 month after each consecutive period of 3 months prepare a summary of income and expenditure in respect of its management of the Land and the Development of that period and shall display a copy of it in a prominent place of the Development for a reasonable time.

6.8.4 Within 60 days after the close of each financial year the Manager shall prepare income and expenditure account and balance sheet for that preceding financial year which accounts shall comprise a set of accounts for the entire management of the Land and the Development and shall be certified correct by such auditors as may be appointed by the Manager subject to the Owners' Committee in an Owners' meeting shall have the power to have the annual accounts to be audited by an independent auditor of their own choice.

6.8.5 (a) The Manager shall appoint a firm of certified public accountants (subject to the Owners' Committee or the Owners at a meeting appointing a different firm of certified public accountant) to audit the income and expenditure accounts and balance sheet concerning the management of the Land and the Development and to certify correct the annual income and expenditure accounts and balance sheet as hereinbefore provided. The Manager may revoke the appointment of such firm and appoint another firm in its place at any time as it may deem necessary.

(b) In the event of the termination of the Manager's appointment as provided in this Deed, the outgoing Manager shall prepare an account up to the date of termination which shall be audited by an independent auditor to be chosen by the Owners' Committee. Such accounts shall be final and conclusive evidence of the management accounts between the Manager and the Owners as to all matters stated therein. On the last day of its service the Manager shall hand over to the Owners' Committee all documents, records, plans and accounts relating to the Development.

6.8.6 (a) For the purpose of fixing the contributions payable by the Owners, an annual budget showing the estimated Management Expenses for the ensuing year shall be prepared by the Manager. The first annual budget shall be prepared by the Manager prior to the date of this Deed and shall cover the period from the date of this Deed until 30th April of the ensuing year. Subsequent annual budgets shall be prepared by the Manager within a reasonable time before the close of each financial year by the Manager in consultation with the Owners' Committee (when the same has been established) at least one month prior to the commencement of the relevant financial year. Such budgets shall include all sums which in the opinion of the Manager will be necessary to meet the Management Expenses for the ensuing financial year and shall include an amount for contingencies.

(b) In the event that the Manager is of the opinion that any of the annual budget for the then current financial year is insufficient to cover all expenditure the Manager may prepare a revised budget or budgets subject to review by the Owners' Committee.

(c) In respect of each financial year, the Manager shall:

- (i) send a copy of the draft annual budget to the Owners' Committee or where there is no Owners' Committee display a copy of the same in a prominent place in the Development;
- (ii) send or display, as the case may be, with the copy of the draft annual budget a notice inviting each Owner to send his comments on the draft annual budget to the Manager within a period of 14 days from the date the draft annual budget was sent or first displayed;
- (iii) after the end of that period, prepare an annual budget specifying the total estimated Management Expenses during that financial year;
- (iv) send a copy of the annual budget to the Owners' Committee, or where there is no Owners' Committee, display a copy of the annual budget in a prominent place in the Development;
- (v) upon request in writing by any Owner supply him with a copy of any draft annual budget or annual budget and shall on payment of a reasonable copying and delivery charges, supply copy to that person.

6.8.7 (a) The Manager shall post on the public notice board of the Development for a reasonable time a copy of the annual accounts and shall upon request in writing of an Owner and upon payment of a reasonable charge supply extra copy or copies of the same.

(b) The Manager shall put on the public notice board of the Development for a reasonable time the quarterly summary of income and expenditure of the management of the Land and the Development.

## SECTION VII

### EXTINGUISHMENT OF RIGHTS UNDER THIS DEED

7.1.1 In the event of the Development or any part or parts thereof being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same substantially unfit for use and occupation, the Manager shall convene a meeting of the Owners of the part or parts of the Development so affected and such meeting may resolve by a 75% majority of the Owners of not less than 75% of the Undivided Shares allocated to that part of the Development that has been damaged (excluding Common Parts Undivided Shares) present or by proxy and voting that by reason of insufficiency of insurance monies, changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate and rebuild such part or parts of the Development then in such event the Undivided Shares in the Land and the Development representing such part or parts shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction and to distribute the net proceeds of sale amongst the Owners of such Units in proportion to the respective Undivided Shares previously held by such former Owners except the Manager. All insurance moneys received in respect of any policy of insurance on such Units shall likewise be distributed amongst such former Owners. In such event all the rights privileges obligations and covenants of such former Owners under this Deed shall be extinguished so far as the same relate to such former Owners of the Units Provided Always that if it is resolved to reinstate or rebuild such part or parts of the Development each Owner of such part or parts shall pay the excess of the costs of reinstatement or rebuilding of such part or parts over and above the proceeds from the insurance of such part or parts in proportion to the respective number of Undivided Shares held by him and that until such payment the same will be a charge upon his interest in the Land and the Development and be recovered as a civil debt.

7.1.2 The following provisions shall apply to a meeting convened by the Manager as provided in Clause 7.1 .1 hereof :-

- (a) Every such meeting shall be convened by at least seven (7) days' notice in writing served on the relevant Owners specifying the time and place of the meeting;
- (b) No business shall be transacted at any meeting unless a quorum is present.  
A quorum shall consist of the Owners present in person or by proxy in whom

not less than seventy-five per cent (75%) of the total number of Undivided Shares in the part of the Development in question (excluding Common Parts Undivided Shares) are vested;

- (c) If within half an hour from the time appointed for the meeting a quorum be not present the meeting shall stand adjourned to the same time and day in the next week at the same place, and if at such adjourned meeting a quorum be not present the Owners present shall be deemed to constitute a quorum;
- (d) The Manager shall be the chairman of the meeting;
- (e) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) Every Owner shall have one vote for each Undivided Share allocated to the part of the Development (excluding Common Parts Undivided Shares) vested in him and in the case of Owners who together are entitled to one such Undivided Share such Owners shall jointly have one vote for each such Undivided Share and in case of dispute the first named of such Owners shall have the right to vote;
- (g) Votes may be given either personally or by proxy;
- (h) The instrument appointing a proxy shall be deposited with the chairman of the meeting either before or at the meeting;
- (i) A resolution passed at a duly convened meeting by a seventy-five per cent (75%) majority of the Owners present in person or by proxy and voting shall be binding on all the Owners of the relevant part of the Development  
PROVIDED as follows :-
  - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
  - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
  - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (j) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than seventy-five per cent (75%) of the Undivided Shares allocated to the part of the Development in question (excluding Common Parts Undivided Shares) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners;
- (k) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the meeting or any resolution passed thereat.



## SECTION VIII

### MEETINGS OF THE OWNERS AND OWNERS' COMMITTEE

#### A. Meetings of Owners of the Development

8.1.1 From time to time there shall be meetings of the Owners to discuss and decide matters concerning the Development and in regard to such meetings the following provisions shall apply :-

- (a) One such meeting to be known as the Annual Meeting shall be held once in each calendar year commencing with the year following that in which the Occupation Permit for the Development is issued for the purpose of electing or removing the members of the Owners' Committee of the Development and transacting any other business of which due notice is given in the notice convening the meeting.
- (b) A meeting may be validly convened by the Owners of the Development who in the aggregate have vested in them for the time being not less than 5% of the Undivided Shares (excluding Common Parts Undivided Shares) or alternatively by the Manager.
- (c) Every such meeting shall be convened by at least fourteen days' notice in writing specifying the time and place of and the business to be transacted at the meeting.
- (d) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and the Owners present in person or by proxy who in the aggregate have vested in them not less than 10% of the Undivided Shares (excluding Common Parts Undivided Shares) shall be a quorum.
- (e) The Chairman or failing him any other member of the Owners' Committee shall preside at every such meeting Provided that if none of such persons are present within 15 minutes of the time fixed for the meeting, then the Owners present at such meeting shall choose someone of their members to be Chairman of the meeting.

- (f) The Chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (g) Votes may be given either personally or by proxy.
- (h) All resolutions put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least one Owner entitled to be present and present in person at the meeting. A poll, if demanded, shall be taken at such time and in such manner as the Chairman shall direct.
- (i) On a show of hands, every Owner entitled to be present and present either in person or by proxy at the meeting shall have one vote. In case of a poll, every Owner of an Undivided Share (excluding Common Parts Undivided Shares) shall have one vote either personally or by proxy for every Undivided Share held by him. In case of Owners who together are entitled to one such Share such Owners shall jointly have one vote for each Undivided Share and in case of dispute the first-named of such Owners shall have the right to vote.
- (j) In the case of an equality of votes the Chairman shall have a second or casting vote.
- (k) The instrument appointing a proxy signed by the Owner shall be deposited with the Chairman of the meeting at the meeting.

8.1.2 Any resolution on any matter concerning the Land and Development passed at a duly convened meeting by a majority of the Owners present in person or by proxy and voting in proportion to number of Undivided Shares (excluding Common Parts Undivided Shares) held at such meeting shall be binding on all the Owners Provided as follows :-

- (a) The 14 days' written notice convening the meeting shall specify the intention to propose a resolution concerning such matter.
- (b) Any resolution purported to be passed at such meeting concerning any other matters shall not be valid.
- (c) No resolution shall be valid if it is contrary to the provisions of this Deed.

- (d) Notwithstanding the provisions to the contrary contained in Clause 8.1.3 of this SECTION VIII any resolution for the removal of the Manager of the Development shall only be valid if passed by the Owners of not less than 50% of the total number of Undivided Shares in the Development (excluding Common Parts Undivided Shares).

8.1.3 A resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than 50% of the Undivided Shares (excluding Common Parts Undivided Shares) shall be as valid and effectual as if it had been passed at a duly convened meeting of the Owners.

8.1.4 The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.

B. Meeting of Owners' Committee

8.2.1 There shall be established an Owners' Committee of the Development which shall consist of not less than nine and not more than eleven Owner members.

8.2.2 (a) The Manager shall as soon as possible but in any event not later than 9 months from the date of execution of this Deed convene a meeting of the Owners for the purpose of electing Chairman and other officers to the Owners' Committee. Thereafter meetings of Owners' Committee may be convened by the Manager or any member of the Owners' Committee or those Owners who in the aggregate have vested in them for the time being not less than 5% of the Undivided Shares (excluding Common Parts Undivided Shares) by at least fourteen days' notice in writing posted on the public notice board of the Development specifying the time and place of the meeting and the resolutions to be proposed.

(b) The Owners' Committee shall determine the manner in which its proceedings shall be conducted.

(c) The Owners' Committee may at any time co-opt any Owner to fill up any vacancy until the next Annual General Meeting.

(d) The Owners' Committee may permit any Owner or his Occupiers to attend

any of its meetings at appointed times.

- (e) The function of the Owners' Committee shall be limited to (i) representing the Owners in all dealings with the Manager, (ii) undertaking such duties contained in this Deed and such other duties as may be delegated to the Owners' Committee by resolutions passed at meetings of Owners hereinbefore provided, (iii) reviewing the draft annual management budget and revised budgets prepared by the Manager, (iv) the approval of the Carpark Rules, the Club Rules and the House Rules made from time to time by the Manager, (v) electing a manager to take the place of the Manager in accordance with the provisions of Clause 6.1.2 hereof, (vi) liaising with the Manager in respect of all matters concerning the management of the Land and the Development, (vii) convening meetings of all Owners, (viii) appointing accountants for audit of the annual accounts and balance sheets prepared by the Manager, and (ix) acting as the Manager during such period as the Manager's position is vacant.
- (f) No business shall be transacted at any meeting of Owners' Committee unless a quorum is present when the meeting proceeds to business and seven members of the Owners' Committee personally present shall be a quorum.
- (g) The Manager shall, whenever requested so to do by the Owners' Committee, send a representative or representatives (as nominated by the Manager) to the Owners' Committee meetings.

## SECTION IX

### MISCELLANEOUS

9.1.1 No person shall after ceasing to be an Owner of any Undivided Shares in the Land and the Development be liable for any debts, liabilities or obligations under the covenants, terms and conditions of this Deed in respect of such Undivided Shares and/or the part of the Development held therewith save and except in respect of any breach non-observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof.

9.2.1 All notices or demands required to be served hereunder shall be sufficiently served if addressed to the party intended to receive the same and sent by prepaid post to or left at the last address (if any) of such Owner notified to the Manager or if a copy is also left at or sent to the Unit of which the party to be served is the Owner notwithstanding that such party is not personally occupying the same or if a copy is posted for a consecutive period of not less than seven days on the notice board at the management office of the Development Provided However that where notices are to be given to an Owner who is a mortgagee or chargee such notice shall be served on the mortgagee or chargee if a company at its registered office or last known place of business in Hong Kong and if an individual at his last known residence. All notices required to be given to the Manager shall be properly served if sent by prepaid post or by hand or delivered to the registered office of the Manager or left at the management office in the Development.

9.3.1 (a) The provisions in this Deed shall be null and void to the extent that (i) they are contrary to the Government Lease or (ii) they prejudice the operation of the BMO Provided however that the remaining provisions which do not so prejudiced the Government Lease or the said Ordinance shall remain in full force and effect.

(b) In the event the Owners shall at any time incorporate themselves into an Owners' Corporation under the BMO, all rights, duties, powers and obligations for the control management and the administration of the Land and the Development conferred by this Deed on the Manager shall be vested in the Owners' Corporation, and the meeting of the Owners' Corporation shall take the place of the meeting of Owners under this Deed, and the management committee of the Owners' Corporation shall take the place of the Owners'

Committee under this Deed.

- (c) The provisions of the Seventh and Eighth Schedules to the BMO shall be incorporated into this Deed and in case of conflict, the provisions of the said Seventh and Eighth Schedules shall prevail.

9.4.1 All non-resident Owners of Undivided Shares shall provide the Manager with an address within the jurisdiction for service of notices under the terms of this Deed.

9.5.1 The First Owner shall make a direct translation or summary in Chinese of this Deed within 3 months of the signing hereof and ensure that it is available for inspection at the management office and for the taking of copies by Owners at reasonable copying charges. In the event of any dispute arising out of the interpretation of the Chinese translation and the English version of this Deed, the English version shall prevail.

9.5.2 The First Owner shall prepare or cause to be prepared a set of plans certified by an Authorized Person showing the Common Areas. A set of such plans shall be kept at the management office and may be inspected by the Owners during normal office hours free of charge. A copy of such plans is annexed to this Deed.

9.6.1 After the execution of this Deed the First Owner shall assign to the Manager free of costs and consideration the whole of the Common Parts Undivided Shares together with the Common Areas and Facilities and the Manager shall hold the Common Parts Undivided Shares together with the Common Areas and Facilities on trust for the benefit of all the Owners.

9.6.2 On termination of the Manager's appointment the Manager shall assign free of costs the Common Parts Undivided Shares together with the Common Areas and Facilities free of costs or consideration to its successor in office Provided that if an Owners' Corporation is formed under the BMO, the Manager shall, if required by the Owners' Corporation, assign the Common Parts Undivided Shares together with the Common Areas and Facilities and transfer the management responsibilities of the Land and the Development to the Owners' Corporation free of any expenses, costs or consideration, in which event, the Owners' Corporation must hold them on trust for the benefit of all Owners for the time being of the Land and the Development Provided Always that nothing herein contained shall in any way fetter or diminish the rights, power, authorities, entitlements, duties and obligations of the Manager contained in this Deed.

IN WITNESS whereof the First Owner, and the Manager hereto have caused their respective Common Seals to be hereunto affixed and the First Purchaser has set his hand and seal the day and year first above written.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**Allocation of Undivided Shares**  
**of and in the Land and the Development**

**Block 1**

Flat Floor	A	B	C	D
11 <sup>th</sup>	--	1,278	1,041	--
12 <sup>th</sup>	742	1,278	1,038	1,026
13 <sup>th</sup>	742	1,278	1,038	1,026
15 <sup>th</sup>	742	1,278	1,038	1,026
16 <sup>th</sup>	742	1,278	1,038	1,026
17 <sup>th</sup>	742	1,278	1,038	1,026
18 <sup>th</sup>	742	1,278	1,038	1,026
19 <sup>th</sup>	1,270	1,278	1,038	1,026
20 <sup>th</sup>	1,270	1,278	1,038	1,026
21 <sup>st</sup>	1,270	1,278	1,038	1,026
22 <sup>nd</sup>	1,270	1,289	1,038	1,026
23 <sup>rd</sup>	1,270	1,289	1,038	1,026
25 <sup>th</sup>	1,270	1,289	1,038	1,026
26 <sup>th</sup>	1,270	1,289	1,038	1,026
27 <sup>th</sup>	1,270	1,289	1,038	1,026
28 <sup>th</sup>	1,270	1,289	1,038	1,026
29 <sup>th</sup>	1,270	1,289	1,038	1,026
30 <sup>th</sup>	1,270	1,289	1,038	1,026
31 <sup>st</sup>	1,270	1,289	1,038	1,026
32 <sup>nd</sup>	1,270	1,289	1,038	1,038
33 <sup>rd</sup>	1,270	1,289	1,038	1,038
35 <sup>th</sup>	1,270	1,289	1,038	1,038
36 <sup>th</sup>	1,270	1,289	1,038	1,038
37 <sup>th</sup>	1,292	1,311	1,054	1,054
38 <sup>th</sup>	1,292	1,311	1,054	1,054
39 <sup>th</sup>	1,292	1,311	1,054	1,054
41 <sup>st</sup>	1,292	1,311	1,054	1,054
42 <sup>nd</sup>	1,292	1,311	1,054	1,054
43 <sup>rd</sup>	1,292	1,311	1,054	1,054
45 <sup>th</sup>	1,292	1,311	1,054	1,054
46 <sup>th</sup>	1,292	1,311	1,054	1,054
47 <sup>th</sup>	1,292	1,311	1,054	1,054
48 <sup>th</sup> & 49 <sup>th</sup> #	2,812	2,846	2,082	2,082

# (Triplex Unit with the Study Room above the 49<sup>th</sup> Floor together with the Upper Roof thereof and the Flat Roof(s) thereto.)



**Block 2**

<b>Flat</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>Floor</b>				
11 <sup>th</sup>	1,278	--	--	1,041
12 <sup>th</sup>	1,278	742	1,026	1,026
13 <sup>th</sup>	1,278	742	1,026	1,026
15 <sup>th</sup>	1,278	742	1,026	1,026
16 <sup>th</sup>	1,278	742	1,026	1,038
17 <sup>th</sup>	1,278	742	1,026	1,038
18 <sup>th</sup>	1,278	742	1,026	1,038
19 <sup>th</sup>	1,278	1,270	1,026	1,038
20 <sup>th</sup>	1,278	1,270	1,026	1,038
21 <sup>st</sup>	1,278	1,270	1,026	1,038
22 <sup>nd</sup>	1,289	1,270	1,026	1,038
23 <sup>rd</sup>	1,289	1,270	1,026	1,038
25 <sup>th</sup>	1,289	1,270	1,026	1,038
26 <sup>th</sup>	1,289	1,270	1,026	1,038
27 <sup>th</sup>	1,289	1,270	1,026	1,038
28 <sup>th</sup>	1,289	1,270	1,026	1,038
29 <sup>th</sup>	1,289	1,270	1,026	1,038
30 <sup>th</sup>	1,289	1,270	1,026	1,038
31 <sup>st</sup>	1,289	1,270	1,026	1,038
32 <sup>nd</sup>	1,289	1,270	1,038	1,038
33 <sup>rd</sup>	1,289	1,270	1,038	1,038
35 <sup>th</sup>	1,289	1,270	1,038	1,038
36 <sup>th</sup>	1,289	1,270	1,038	1,038
37 <sup>th</sup>	1,311	1,292	1,054	1,054
38 <sup>th</sup>	1,311	1,292	1,054	1,054
39 <sup>th</sup>	1,311	1,292	1,054	1,054
41 <sup>st</sup>	1,311	1,292	1,054	1,054
42 <sup>nd</sup>	1,311	1,292	1,054	1,054
43 <sup>rd</sup>	1,311	1,292	1,054	1,054
45 <sup>th</sup>	1,311	1,292	1,054	1,054
46 <sup>th</sup>	1,311	1,292	1,054	1,054
47 <sup>th</sup>	1,311	1,292	1,054	1,054
48 <sup>th</sup> & 49 <sup>th</sup> (Duplex Unit)	2,596	2,554	1,806 (with Flat Roof)	1,806 (with Flat Roof)
50 <sup>th</sup> & 51 <sup>st</sup> *	2,775	2,772	2,071	2,071

\* (Triplex Unit with the Study Room above the 51<sup>st</sup> Floor together with Upper Roof thereof and the Flat Roof(s) thereto.)

**Undivided Shares**

Carparking Spaces (@134 x 264) 35,376  
(@134 Undivided Shares x 264 nos. of Carparking Spaces):

A1 – A19 on 2nd Floor  
B1 – B29 on 3rd Floor  
C1 – C36 on 4th Floor  
D1 – D43 on 5th Floor  
E1 – E47 on 6th Floor  
F1 – F47 on 7th Floor  
G1 – G43 on 8th Floor

Common Parts Undivided Shares 32,511

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**GRAND TOTAL: 382,534**

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**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**Allocation of Management Shares of and**  
**in the Land and the Development**

**Block 1**

Flat Floor	A	B	C	D
11 <sup>th</sup>	--	1,278	1,041	--
12 <sup>th</sup>	742	1,278	1,038	1,026
13 <sup>th</sup>	742	1,278	1,038	1,026
15 <sup>th</sup>	742	1,278	1,038	1,026
16 <sup>th</sup>	742	1,278	1,038	1,026
17 <sup>th</sup>	742	1,278	1,038	1,026
18 <sup>th</sup>	742	1,278	1,038	1,026
19 <sup>th</sup>	1,270	1,278	1,038	1,026
20 <sup>th</sup>	1,270	1,278	1,038	1,026
21 <sup>st</sup>	1,270	1,278	1,038	1,026
22 <sup>nd</sup>	1,270	1,289	1,038	1,026
23 <sup>rd</sup>	1,270	1,289	1,038	1,026
25 <sup>th</sup>	1,270	1,289	1,038	1,026
26 <sup>th</sup>	1,270	1,289	1,038	1,026
27 <sup>th</sup>	1,270	1,289	1,038	1,026
28 <sup>th</sup>	1,270	1,289	1,038	1,026
29 <sup>th</sup>	1,270	1,289	1,038	1,026
30 <sup>th</sup>	1,270	1,289	1,038	1,026
31 <sup>st</sup>	1,270	1,289	1,038	1,026
32 <sup>nd</sup>	1,270	1,289	1,038	1,038
33 <sup>rd</sup>	1,270	1,289	1,038	1,038
35 <sup>th</sup>	1,270	1,289	1,038	1,038
36 <sup>th</sup>	1,270	1,289	1,038	1,038
37 <sup>th</sup>	1,292	1,311	1,054	1,054
38 <sup>th</sup>	1,292	1,311	1,054	1,054
39 <sup>th</sup>	1,292	1,311	1,054	1,054
41 <sup>st</sup>	1,292	1,311	1,054	1,054
42 <sup>nd</sup>	1,292	1,311	1,054	1,054
43 <sup>rd</sup>	1,292	1,311	1,054	1,054
45 <sup>th</sup>	1,292	1,311	1,054	1,054
46 <sup>th</sup>	1,292	1,311	1,054	1,054
47 <sup>th</sup>	1,292	1,311	1,054	1,054
48 <sup>th</sup> & 49 <sup>th</sup> #	2,812	2,846	2,082	2,082

# (Triplex Unit with the Study Room above the 49<sup>th</sup> Floor together with the Upper Roof thereof and the Flat Roof(s) thereto.)

**Block 2**

Flat Floor	A	B	C	D
11 <sup>th</sup>	1,278	--	--	1,041
12 <sup>th</sup>	1,278	742	1,026	1,026
13 <sup>th</sup>	1,278	742	1,026	1,026
15 <sup>th</sup>	1,278	742	1,026	1,026
16 <sup>th</sup>	1,278	742	1,026	1,038
17 <sup>th</sup>	1,278	742	1,026	1,038
18 <sup>th</sup>	1,278	742	1,026	1,038
19 <sup>th</sup>	1,278	1,270	1,026	1,038
20 <sup>th</sup>	1,278	1,270	1,026	1,038
21 <sup>st</sup>	1,278	1,270	1,026	1,038
22 <sup>nd</sup>	1,289	1,270	1,026	1,038
23 <sup>rd</sup>	1,289	1,270	1,026	1,038
25 <sup>th</sup>	1,289	1,270	1,026	1,038
26 <sup>th</sup>	1,289	1,270	1,026	1,038
27 <sup>th</sup>	1,289	1,270	1,026	1,038
28 <sup>th</sup>	1,289	1,270	1,026	1,038
29 <sup>th</sup>	1,289	1,270	1,026	1,038
30 <sup>th</sup>	1,289	1,270	1,026	1,038
31 <sup>st</sup>	1,289	1,270	1,026	1,038
32 <sup>nd</sup>	1,289	1,270	1,038	1,038
33 <sup>rd</sup>	1,289	1,270	1,038	1,038
35 <sup>th</sup>	1,289	1,270	1,038	1,038
36 <sup>th</sup>	1,289	1,270	1,038	1,038
37 <sup>th</sup>	1,311	1,292	1,054	1,054
38 <sup>th</sup>	1,311	1,292	1,054	1,054
39 <sup>th</sup>	1,311	1,292	1,054	1,054
41 <sup>st</sup>	1,311	1,292	1,054	1,054
42 <sup>nd</sup>	1,311	1,292	1,054	1,054
43 <sup>rd</sup>	1,311	1,292	1,054	1,054
45 <sup>th</sup>	1,311	1,292	1,054	1,054
46 <sup>th</sup>	1,311	1,292	1,054	1,054
47 <sup>th</sup>	1,311	1,292	1,054	1,054
48th & 49 <sup>th</sup> (Duplex Unit)	2,596	2,554	1,806 (with Flat Roof)	1,806 (with Flat Roof)
50th & 51 <sup>st</sup> *	2,775	2,772	2,071	2,071

\* (Triplex Unit with the Study Room above the 51<sup>st</sup> Floor together with Upper Roof thereof and the Flat Roof(s) thereto.)

Management Shares

Carparking Spaces (@134 x 264) 35,376  
(@134 Undivided Shares x 264 nos. of Carparking Spaces)

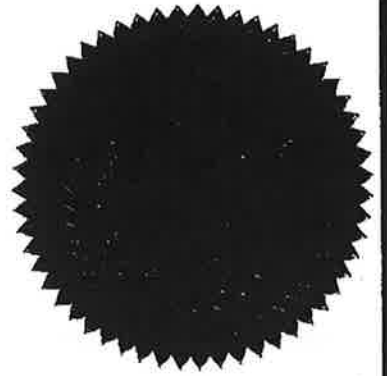
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**GRAND TOTAL: 350,023**

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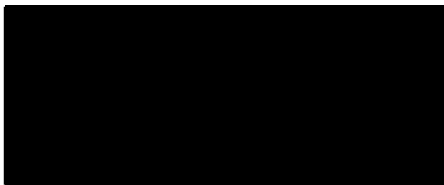
SEALED with the Common Seal of )  
Crown Time Properties Limited )  
and SIGNED by )  
Wong Ken Lum )  
Chan Cheuk Yin *directors* )  
duly authorized by its Board of Directors )  
whose signature(s) is/are verified by :- )

*[Handwritten signature]*  
*[Handwritten signature]*



**LUI YIU FAI**  
Solicitor, Hong Kong SAR.  
**WOO, KWAN, LEE & LO**

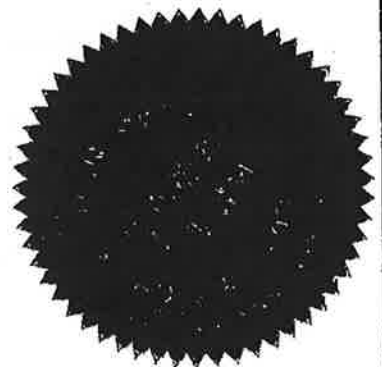
SIGNED SEALED and DELIVERED by )  
the First Purchaser (Holder of Hong Kong )  
Identity Card No [REDACTED] in the )  
presence of :- )



*Pang Lai Yin*  
Clerk to Messrs Woo, Kwan, Lee & Lo  
Solicitor & C., Hong Kong

SEALED with the Common Seal of )  
New Charm Management Limited and )  
SIGNED by )  
Chu Gay Leung )  
Chim Wai Kit *directors* )  
duly authorized by its Board of Directors )  
whose signature(s) is/are verified by :- )

*[Handwritten signature]*  
*[Handwritten signature]*



**LUI YIU FAI**  
Solicitor, Hong Kong SAR.  
**WOO, KWAN, LEE & LO**

INTERPRETED to the First Purchaser by :-

I hereby verify the signature of Pang Lai Yin

*[Handwritten signature]*  
**LUI YIU FAI**  
Solicitor, Hong Kong SAR  
Woo, Kwan, Lee & Lo

**Pang Lai Yin**  
Clerk to Messrs Woo, Kwan, Lee & Lo  
Solicitor & C., Hong Kong

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**MAINTENANCE MANUAL  
FOR  
SLOPES AND RETAINING WALLS**

**(Cement-Soil Backfilling Slopes and Area A and B  
and  
Caisson wall CC, CS & CW series, Masonry Wall 11SW-A/R397)**

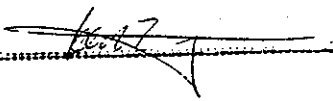
**at  
78 – 80 Robinson Road  
10 Bonham Road  
Hong Kong**

**CERTIFIED TRUE COPY**

  
.....  
**LEUNG SAI HUNG  
RIBA HKIA AUTHORIZED PERSON**

  
.....  
**CHENG TSZ KWAN JUSTIN  
M.A.R.C.H. (HKU), HKIA, R.A. (H.K.A.R.B.),  
AUTHORIZED PERSON (ARCHITECT)**

**Tsang King Man  
Registered Structural Engineer**

  
.....

**Philip So & Associates Consulting Civil and Geotechnical Engineers Ltd.**

**February 2001**



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## A GENERAL

### A.1 INTRODUCTION

- a. This manual is to assist the owner of Nos.78-80 Robinson Road & 10 Bonham Road Hong Kong or any concerned parties to maintain the stability of the completed geotechnical works at subject lot in accordance with the maintenance requirements of current engineering standard.
- b. In accordance with the requirement mentioned in PNAP 189, general information of the geotechnical features completed and guideline of maintenance works required shall be incorporated in this Maintenance Manual. This manual contains standard inspection forms for future use.
- c. This Maintenance Manual is prepared in accordance with Geoguide 5 - 'Guide to Slope Maintenance', September 1998 Edition.

## A.2 SITE CONDITIONS

The subject site is situated between the sloping ground area of Robinson Road and Bonham Road. The site is divided into 2 separate portion denoted as Area A & Area B. Area A is defined as the northern portion of the subject site covered by the building podium of two subject residential buildings within the lot boundary, whilst Area B is subject area of London Mission Building together with slope at both side to the south of the site.

Included the soil nailed slopes between Ying Wah Girl's School and London Mission, there are total 8 geotechnical features of concern situated in the site. There are:

- / a. Masonry Wall No.11SW- - The wall is abutting the northern edge of the existing platform of Hop Yat Church at northeast corner of the site along Bonham Road.  
A/R397
- / b. Caisson Wall CC series - The wall is formed by 18 nos. R.C. caisson abutting the eastern boundary between the site and Hop Yat Church at Area A.
- / c. Caisson Wall CS series - The wall is formed by 9 nos. R.C. caisson abutting the eastern boundary between the site and Ying Wah Girl's School at Area A.
- / d. Cut Slope at lower portion - The slope is formed by cutting in average of Area A  
gradient about 30° at lower portion of Area A. A structural screen wall was constructed to retain the level different at northeast portion of the slope.

- / e. Cement-Soil Fill Slope at Area A - The slope is backfilled with cement-soil in average gradient about 30° at Area A.
- / f. Soil Nailed Slope 1 - The slope is strengthened by soil nails to the eastern side of London Mission at Area B.
- / g. Soil Nailed Slope 2 - The slope is strengthened by soil nails abutting the northern side of London Mission at Area B adjacent to slope 1.
- / h. Cement Soil Fill Slope 3 - The fill slope is formed by cement-soil in gradient of 30° to horizontal at the eastern edge of London Mission
- / i. Caisson Wall CW series - The wall is formed by 2 nos. R.C. caisson abutting the Robinson Road with a R.C. parapet wall situated along the wall crest at Area B.

The corresponding as-built information for subject features given in Appendices attached.

j Masonry Wall  
No. 11SW-AR388

- The wall is just situated below the London Mission strengthened by 6 Nos. of Diagonal Nail at northern corner of the wall. There is also a 2.6m thick light-weight concrete as the thickening portion of the wall. The wall thickening is 4.5m deep below wall top.

## B SLOPE MAINTENANCE WORK

### B.1 BASIC ITEMS REQUIRING ROUTINE MAINTENANCE FOR SOIL NAILED SLOPES AND CEMENT-SOIL FILL SLOPES

The scope of routine maintenance inspection for slope should including the following maintenance works items:

- a) Clearance of accumulated debris from drainage channels and slope surface.
- b) Repair of cracked or damaged drainage channels or shotcreted surface covering the slope,
- c) Unblocking of weepholes, horizontal drains and/or outlet drain pipes,
- d) Removals of any vegetation causing severe cracking of slope surface cover and drainage channels.
- e) Repair of deteriorated concrete and/or re-bar covering the slopes.

## C RETAINING WALL MAINTENANCE WORK

### C.1 BASIC ITEMS REQUIRING ROUTINE MAINTENANCE FOR R.C. CAISSON WALLS AND MASONRY WALL

The scope of routine maintenance inspection for all retaining wall or gravity wall should including the following maintenance works items:

- a) Clearance of accumulated debris from drainage channels.
- b) Unblocking of weepholes, horizontal drains and outlet drainpipes.
- c) Removals of any vegetation/plant causing severe cracking of wall structure.
- d) Repair of deteriorated concrete and/or re-bar of the R.C. wall structure.
- e) Repair of missing or deteriorated pointing in masonry walls.

## D. INSPECTION AND RECORD

### D.1 ENGINEER INSPECTION FOR MAINTENANCE

#### D.1.1 General

The Engineer Inspection for maintenance should be carried out by a geotechnical engineer professionally qualified in Hong Kong. The inspecting engineer should advise the owner or concerned parties to maintain the land and to consult a professionally qualified structural engineer for any suspected structural problems found during the inspection of retaining walls.

Engineer Inspection shall be carried out at least once a year. The main points to be inspected include (a) condition of the structures and cover on/at the crest/at the toe of the slope & retaining wall, (b) signs of seepage as identified at the slope, hence to confirm the hydraulic pressure acting on the wall, and (c) condition of the drainage channels and any signs of blockages and/or leakage.

#### D.1.2 Tasks

The Engineer shall carry out the following tasks during the Engineer Inspection for Maintenance:

- a) Determine whether a Stability Assessment has previously been carried out and if so, to review the previous Stability Assessment report to check whether the engineering approach used, the assumptions and the conclusions made in these reports are reasonable in the light of current practice and safety standard.
- b) Identify <sup>all visible</sup> changes that have taken place in the vicinity of the slope and/or retaining wall since the completion of site formation works, which could have reduced their stability.

- c) Re-assess the consequence-to-life category of the slope and/or retaining wall.
- d) Check that the Routine Maintenance Inspections have been carried out and documented satisfactorily.
- e) Assess the adequacy of routine maintenance works, and supplement the list of basic maintenance works items as necessary.
- f) Re-assess the required frequency of Routine Maintenance Inspections, Engineer Inspections for Maintenance, and regular checks of buried water-carrying services.
- g) Look for and consider the implications of problems that are not explicitly included in the basic maintenance list, and bring to the attention of the Employer any immediate and obvious danger noted.
- h) Identify the presence of buried water-carrying services on or near the retaining wall, check for signs of leakage of the services and recommend immediate detailed check and repair as necessary.
- i) Check that the regular checks of buried water-carrying services has been carried out and documented satisfactorily.
- j) Advise whether an immediate Stability Assessment for the subject features is necessary
- k) Recommend the necessary preventive maintenance works
- l) Update the Maintenance Manual to include all relevant information extracted from the previous Stability Assessment, and the desk study and site inspections from this Engineer Inspection for Maintenance.

## D.2 RECOMMENDATIONS ON THE MAINTENANCE INSPECTION

### D.2.1 Routine maintenance inspection

Routine Maintenance Inspections should be carried out twice a year for both the slope and retaining walls between October and February. For safety purpose, the Routine Maintenance Inspection should be performed under a good weather. It is also recommended to inspect the drainage channels and clear any blockage after a heavy rainstorm.

### D.2.2 Regular check of buried water-carrying services

Since leakage from buried water-carrying service may not be visible on the surface of the slopes or retaining wall and yet may adversely affect its stability, as a result, regular checks of buried water-carrying services should be carried out once a year even the leakage has not been observed.

## D.3 RECORDS FOR MAINTENANCE INSPECTION

The record sheets have to be completed in two stages: (a) on completion of Routine Maintenance Inspection and (b) on completion of Maintenance Works.

All records of maintenance inspections and subsequent maintenance works should be kept by the owner or the appointed agent, or by the party required to maintain the land. Standard record sheets for Routine Maintenance Inspection and Engineer Inspection for Maintenance is given in Figure 1 and 2 respectively.



## E. BASIC DESIGN AND REFERENCE

### E.1 BASIC DESIGN AND REFERENCE

Basis of design	Reference
Soil Parameters Fill                    - $c' = 2\text{kPa}$ , $\phi' = 30^\circ$ $\gamma' = 18\text{kN/m}^3$ ,	<ul style="list-style-type: none"> <li>• Geotechnical Report and corresponding amendments on Site Formation Work at 78 – 80 Robinson Road &amp; 10 Bonham Road, Hong Kong</li> <li>• Design Calculations of Caisson Wall at 78 – 80 Robinson Road &amp; 10 Bonham, Hong Kong</li> <li>• Design Calculations of Caisson Wall for Road Widening at 78 – 80 Robinson Road, Hong Kong</li> </ul>
DFD                    - $c' = 5\text{kPa}$ , $\phi' = 34^\circ$ $\gamma' = 18\text{kN/m}^3$ ,	
CDG                    - $c' = 7\text{kPa}$ , $\phi' = 34^\circ$ $\gamma' = 18\text{kN/m}^3$ ,	
Cement Soil Fill    - $c' = 10\text{kPa}$ , $\phi' = 34^\circ$ $\gamma' = 18\text{kN/m}^3$ ,	
<u>Consequence-to Life</u> HIGH	

# FIGURES

# FIGURE 1

RECORD OF ROUTINE MAINTENANCE INSPECTION		(SHEET 1 OF 3)		
SLOPE/RETAINING WALL REFERENCE NO. <sup>(1)</sup>				
SLOPE/RETAINING WALL LOCATION (ADDRESS)				
DATE OF INSPECTION		WEATHER		
DATE OF LAST ENGINEER INSPECTION FOR MAINTENANCE :				
DUE DATE OF NEXT ENGINEER INSPECTION FOR MAINTENANCE :				
ITEM	LOCATION REFERENCE	ACTION NECESSARY		DATE WORKS COMPLETED
		NO	YES	
Clear drainage channels of accumulated debris				
Repair cracked/damaged drainage channels or pavements along crest and toe of slope and retaining wall				
Repair or replace cracked or damaged slope surface cover				
Remove surface debris and vegetation causing severe cracking of slope surface cover and drainage channels				
Repair pointing in masonry walls				
Unblock weepholes				
Other specified works (give details)				
OTHER OBSERVATIONS (Continue on separate sheets if necessary)				
.....				
.....				
Immediate Engineer Inspection for Maintenance Needed <sup>(2)</sup> ?				(Yes/No)
Immediate arrangement for investigation and repair of water-carrying services needed ?				(Yes/No)
Notes : (1) Upon request, the Geotechnical Engineering Office can provide a slope or retaining wall reference number if available.				
(2) Defects or abnormal observations, such as widening cracks, settling ground, bulging or distortion of a masonry wall or settlement of the crest platform, should be reported to a professionally-qualified geotechnical engineer.				

Figure 5 - Indicative Record Sheets for Routine Maintenance Inspections (Sheet 1 of 3)

RECORD OF ROUTINE  
MAINTENANCE INSPECTION

(SHEET 2 OF 3)

SLOPE/RETAINING WALL REFERENCE NO.

SLOPE/RETAINING WALL LOCATION (ADDRESS)

SITE PLAN (with reference number to show locations of items for which maintenance works are required)

Inspected by : ..... (Name of person undertaking inspection)  
of ..... (Organisation)  
Signature ..... Date : .....

Due date of next inspection : .....

Received by : ..... (Name of owner or his authorised representative)  
of ..... (Organisation)  
Signature : ..... Date : .....

Maintenance works arranged by : ..... (Name)  
of ..... (Organisation)  
Signature : ..... Date : .....

Maintenance works carried out by : ..... (Name)  
of ..... (Organisation)  
Signature : ..... Date : .....

Note : Add additional record sheets for site plan if necessary.

Figure 5 - Indicative Record Sheets for Routine Maintenance Inspections (Sheet 2 of 3)

RECORD OF ROUTINE  
MAINTENANCE INSPECTION

(SHEET 3 OF 3)

SLOPE/RETAINING WALL REFERENCE NO.

SLOPE/RETAINING WALL LOCATION (ADDRESS)

RECORD PHOTOGRAPHS (with comments, date and reference numbers)

- Notes :
- (1) Add additional record sheets for photographs as necessary.
  - (2) Record photographs should be taken before and after the execution of maintenance works from the same vantage points.

Figure 5 - Indicative Record Sheets for Routine Maintenance Inspections (Sheet 3 of 3)

# FIGURE 2

<b>RECORD OF ENGINEER INSPECTION FOR MAINTENANCE</b>	<b>(SHEET 1 OF 7)</b>
SLOPE/RETAINING WALL REFERENCE NO. <sup>(1)</sup>	
SLOPE/RETAINING WALL LOCATION (ADDRESS)	
DATE OF INSPECTION :	
DATE OF LAST INSPECTION : DUE DATE OF NEXT INSPECTION :	
WEATHER CONDITION AT TIME OF INSPECTION :	
<b>REVIEW OF ROUTINE MAINTENANCE</b>	
<ul style="list-style-type: none"> <li>● Have routine maintenance works been satisfactorily carried out? (Give details if the answer is partially) <span style="float: right;">Yes/Partially/No</span></li> <li>● Are the maintenance record sheets used adequate? <span style="float: right;">Yes/No</span></li> <li>● Have adequate maintenance records been kept? <span style="float: right;">Yes/No</span></li> <li>● Is there adequate access to the slope or retaining wall for Maintenance inspections? <span style="float: right;">Yes/No</span></li> <li>● Has the full extent of the slope or retaining wall to be inspected and maintained been established (i.e. checked against lease document issued by Lands Department)? <span style="float: right;">Yes/No</span></li> <li>● Is the frequency of Routine Maintenance Inspections adequate? <span style="float: right;">Yes/No</span></li> </ul>	
<b>ANY OTHER OBSERVATIONS (e.g. recent works adjacent to the feature)</b>	
..... ..... ..... ..... ..... .....	
Note : (1) Upon request, the Geotechnical Engineering Office can provide a slope or retaining wall reference number if available.	

Figure 6 - Indicative Record Sheets for Engineer Inspections for Maintenance  
(Sheet 1 of 7)



**RECORD OF ENGINEER INSPECTION  
FOR MAINTENANCE**

(SHEET 2 OF 7)

SLOPE/RETAINING WALL REFERENCE NO.

SLOPE/RETAINING WALL LOCATION (ADDRESS)

**CONDITION OF SOIL SLOPE**

Items to be checked	Condition	Works Needed	
		Minor	Major
Rigid surface cover (Yes/No)	Good/Fair/Poor		
Weepholes (Yes/No)	Clear/Partly blocked/Blocked		
Vegetated surface (Yes/No)	Good/Fair/Poor		
U-channels & stepped-channels (Yes/No)	Clear/Partly blocked/Blocked		
	No cracking/Moderate cracking/Severe cracking		
Catchpits & sand traps (Yes/No)	Clear/Partly blocked/Blocked		
	No cracking/Moderate cracking/Severe cracking		
Associated culverts & natural drainage lines (Yes/No)	Clear/Partly blocked/Blocked		
Other features (please specify)			

Questions to be asked	Findings	Works Needed	
		Minor	Major
Any recent slope failure?	Yes/No		
Any recent erosion?	Yes/No		
Any recent movement?	Yes/No		
Any tension cracks at the crest?	Yes/No		
Any recent seepage?	Yes/No		
Any other signs of distress? (please specify)	Yes/No		

If YES to the findings in any of the above items, give details of the observations and implications of the problems (continue on separate sheets if needed)

.....

**COMMENTS** (continue on separate sheets if needed)

.....

Note : Refer to Section 4.5.9 of Geoguide 5 : Guide to Slope Maintenance for discussion on major and minor maintenance works.

Figure 6 - Indicative Record Sheets for Engineer Inspections for Maintenance  
(Sheet 2 of 7)

**RECORD OF ENGINEER INSPECTION  
FOR MAINTENANCE**

(SHEET 3 OF 7)

SLOPE/RETAINING WALL REFERENCE NO.

SLOPE/RETAINING WALL LOCATION (ADDRESS)

**CONDITION OF RETAINING WALL**

Items to be checked	Condition	Works Needed	
		Minor	Major
Weepholes (Yes/No)	Clear/Partly blocked/Blocked		
Mortar joints/pointing (Yes/No)	Good/Fair/Poor		
Drainage channels (Yes/No)	Clear/Partly blocked/Blocked		
	No cracking/Moderate cracking/Severe cracking		
Outlets of drain pipes (Yes/No)	Clear/Partly blocked/Blocked		
Other features (please specify)			
Questions to be asked	Findings	Works Needed	
		Minor	Major
Any recent wall settlement?	Yes/No		
Any recent wall cracking?	Yes/No		
Any recent wall tilting?	Yes/No		
Any recent wall bulging?	Yes/No		
Any other signs of distress? (please specify)	Yes/No		

If YES to the findings in any of the above items, give details of the observations and implications of the problems (continue on separate sheets if needed)

.....  
 .....

**COMMENTS** (continue on separate sheets if needed)

.....  
 .....

Note : Refer to Section 4.5.9 of Geoguide 5 : Guide to Slope Maintenance for discussion on major and minor maintenance works.

Figure 6 - Indicative Record Sheets for Engineer Inspections for Maintenance  
(Sheet 3 of 7)

**RECORD OF ENGINEER INSPECTION  
FOR MAINTENANCE**

(SHEET 4 OF 7)

SLOPE/RETAINING WALL REFERENCE NO.

SLOPE/RETAINING WALL LOCATION (ADDRESS)

**CONDITION OF ROCK SLOPE**

Items to be checked	Condition	Works Needed	
		Minor	Major
Rigid surface cover (Yes/No)	Good/Fair/Poor		
Weepholes (Yes/No)	Clear/Partly blocked/Blocked		
Drainage channels (Yes/No)	Clear/Partly blocked/Blocked		
	No cracking/Moderate cracking/Severe cracking		
Catchpits & sand traps (Yes/No)	Clear/Partly blocked/Blocked		
	No cracking/Moderate cracking/Severe cracking		
Associated culverts & natural drainage lines (Yes/No)	Clear/Partly blocked/Blocked		
Existing remedial measures (please specify) (Yes/No)	Good/Fair/Poor		
Other features (please specify)			
Questions to be asked	Findings	Works Needed	
		Minor	Major
Any recent rock fall?	Yes/No		
Any loose blocks on slope?	Yes/No		
Any loose wedges on slope?	Yes/No		
Any badly fractured zone?	Yes/No		
Any open joints at the crest?	Yes/No		
Any recent seepage?	Yes/No		
Any other signs of instability? (please specify)	Yes/No		

If YES to the findings in any of the above items, give details of the observations and implications of the problems (continue on separate sheets if needed)

COMMENTS (continue on separate sheets if needed)

Note : Refer to Section 4.5.9 of Geoguide 5 : Guide to Slope Maintenance for discussion on major and minor maintenance works.

Figure 6 - Indicative Record Sheets for Engineer Inspections for Maintenance  
(Sheet 4 of 7)

RECORD OF ENGINEER INSPECTION  
FOR MAINTENANCE

(SHEET 5 OF 7)

SLOPE/RETAINING WALL REFERENCE NO.

SLOPE/RETAINING WALL LOCATION (ADDRESS)

SERVICES

- Will services adversely affect the slope or retaining wall in the event of leakage? Yes/No
- Is there any change to services since last Engineer Inspection for Maintenance? Yes/No
- Are there signs of water leakage from services? Yes/No
- Do any services need immediate leakage testing? Yes/No
- Is re-routing of services necessary? Yes/No
- Do any services require regular checks? (If yes, recommend frequency) Yes/No

If YES in any of the above items, give details of the observations and/or recommendations (continue on separate sheets if needed):

.....

COMMENTS

.....

GENERAL COMMENTS

- Has the stability of the slope/retaining wall previously been assessed to be adequate? Yes/No
- Is there any change that has taken place which could have reduced the stability of the slope/retaining wall since the Stability Assessment? Yes/No  
(If YES, give details of the observations)
- Has the consequence-to-life category<sup>(1)</sup> of the slope/retaining wall changed? Yes/No  
↓  
from [                      ] to [                      ]
- Is the frequency of Engineer Inspection for Maintenance satisfactory? Yes/No
- Have past recommendations been carried out? Yes/Partially/No
- Have Regular Monitoring of Special Measures (if required) been satisfactorily carried out? Yes/No

.....

Note : (1) Upon request, the Geotechnical Engineering Office can provide information about the consequence-to-life category classification system.

Figure 6 - Indicative Record Sheets for Engineer Inspections for Maintenance  
(Sheet 5 of 7)

**RECORD OF ENGINEER INSPECTION  
FOR MAINTENANCE**

**(SHEET 6 OF 7)**

SLOPE/RETAINING WALL REFERENCE NO.

SLOPE/RETAINING WALL LOCATION (ADDRESS)

**RECOMMENDATIONS ON ROUTINE MAINTENANCE WORKS**

(Show location and nature of proposed works on a plan)

.....  
.....  
.....  
.....

**RECOMMENDATIONS ON PREVENTIVE MAINTENANCE WORKS**

(Show location and nature of proposed works on a plan)

.....  
.....  
.....  
.....

**OTHER RECOMMENDATIONS**

.....  
.....  
.....  
.....

Classification of Overall State

of Maintenance (Refer to Table 2 of Geoguide 5)

**GOOD / FAIR / POOR**

Name of Inspecting Engineer : .....

Organisation : .....

Signature : ..... Date : .....

Received by : ..... (Name of owner or his authorised representative)

of ..... (Organisation)

Signature : ..... Date : .....

Figure 6 - Indicative Record Sheets for Engineer Inspections for Maintenance  
(Sheet 6 of 7)

RECORD OF ENGINEER INSPECTION  
FOR MAINTENANCE

(SHEET 7 OF 7)

SLOPE/RETAINING WALL REFERENCE NO.

SLOPE/RETAINING WALL LOCATION (ADDRESS)

RECORD PHOTOGRAPHS (with comments, date and reference numbers)

- Notes :
- (1) Add additional record sheets for photographs as necessary.
  - (2) Record photographs should be taken from the same vantage points as the last inspection.

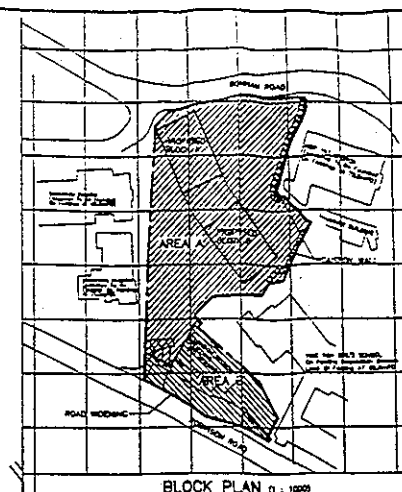
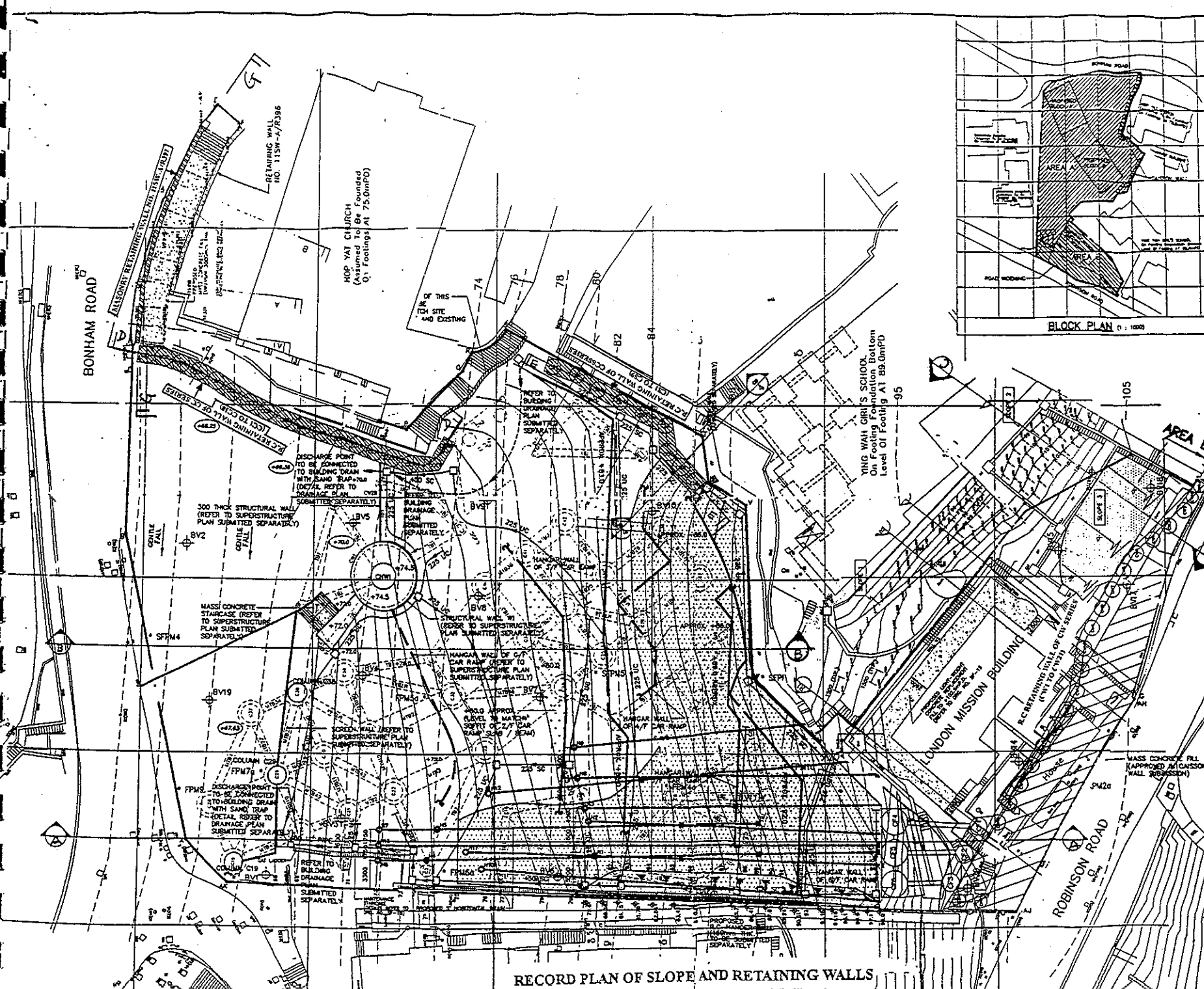
Figure 6 - Indicative Record Sheets for Engineer Inspections for Maintenance  
(Sheet 7 of 7)

# APPENDIES

# **APPENDIX A**

## **As-built Record Plans for Slopes and Retaining Walls**





- LEGEND:**
- EXISTING BOREHOLE (BVI-BV11, BV19)
  - EXISTING TRIAL PIT
  - LOT BOUNDARY
  - DETERMINED BULK EXCAVATION LIMIT
  - SOIL CEMENT FILL SLOPE (30° MAX.)
  - PROPOSED FORMATION LEVEL
  - PROPOSED 30° FILL SLOPE
  - EXISTING LEVEL
  - PROPOSED 5" HORIZONTAL DRAIN M1 TO M8 - 35m LONG, M10 TO M12 - 45m LONG & M13 - 65m LONG
  - PROPOSED CATCHPIT
  - PROPOSED PIEZOMETERS WITH HALCROW BUCKETS

- NOTES ON HORIZONTAL DRAIN DRILLING WORK:**
1. TOLERANCE OF DRILLING WORK SHALL BE 1:100. HORIZONTAL DRAIN SHALL NOT COLLIDE WITH EXISTING CAISSONS.
  2. PRIOR TO COMMENCEMENT OF H1 DRILLING SETTING OUT SHALL BE CARRIED OUT ON SITE TO ENSURE ALIGNMENT OF H1 IS RUNNING PERPENDICULAR TO THE CENTRE LINE OF O3 & O4.

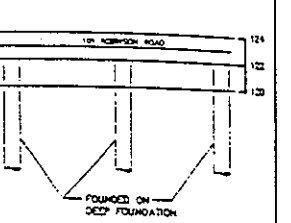
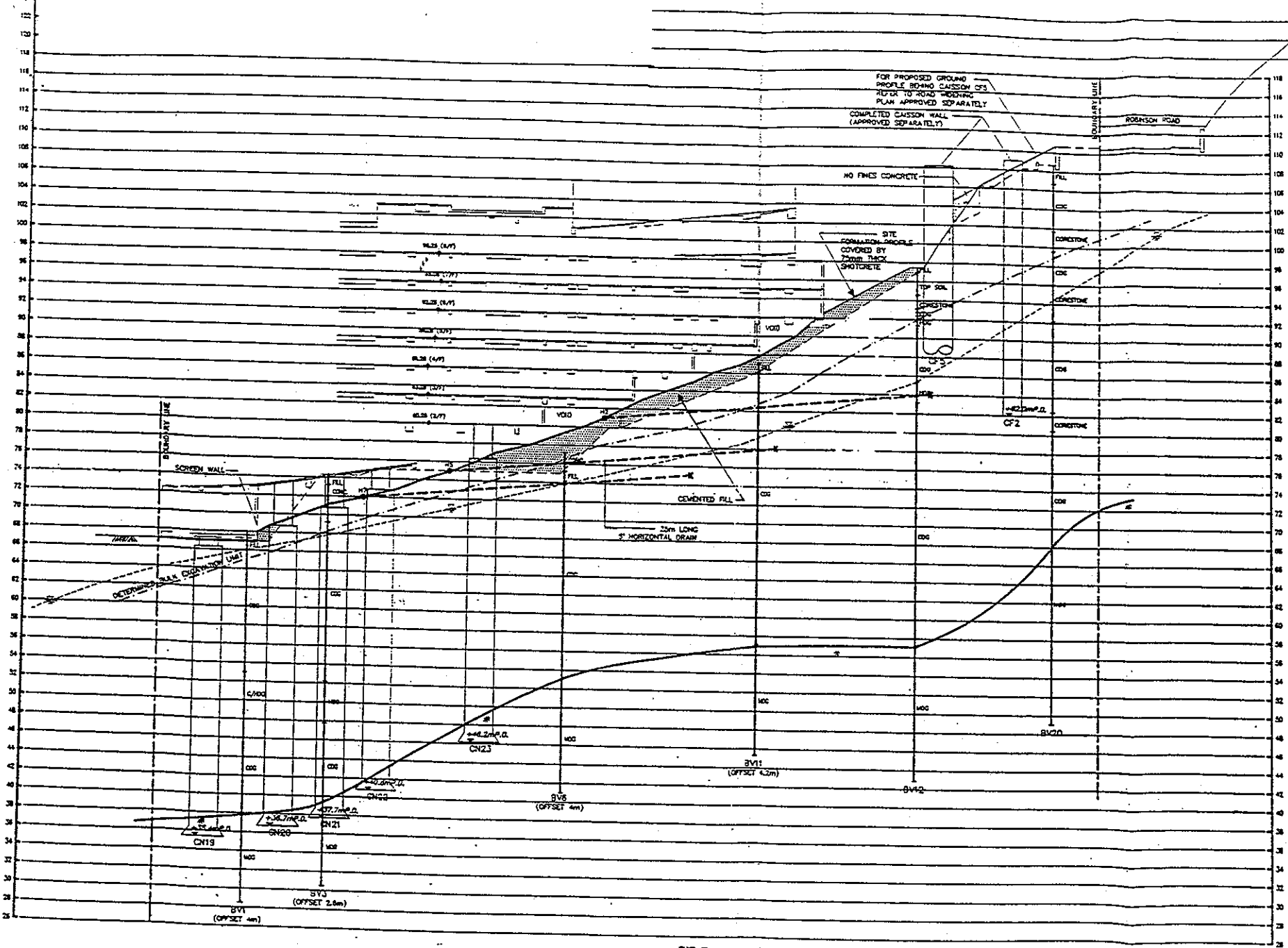
- NOTES:**
1. FOR DETAILS OF STRUCTURAL WALLS, REFER TO SUPERSTRUCTURE PLANS SUBMITTED SEPARATELY.
  2. FOR DETAILS OF CAISSON WALLS C01 TO C018 AND C01 TO C08, REFER TO APPROVED CAISSON WALL PLAN SUBMITTED SEPARATELY.
  3. FOR DETAILS OF CAISSON WALLS C09 TO C018 AND C01 TO C08 REFER TO APPROVED ROAD WIDENING PLAN SUBMITTED SEPARATELY.
  4. THE EXISTING SLOPE SURFACE FOR AREA 'A' IS TO BE PROTECTED BY 75mm THICK SHOTCRETE. REFER TO DRG. NO. S0143 FOR SPECIFICATIONS AND DETAILS OF SHOTCRETE.
  5. FOR ALL COMPLETED SLOPES AND RETAINING WALLS FOR WHICH THE OWNERS OF THE DEVELOPMENT HAVE MAINTENANCE RESPONSIBILITY THE INFORMATION REQUESTED IN PHAP 168, 183 AND 189 WILL BE SUBMITTED TOGETHER WITH THE FORM S014.

RECORD PLAN OF SLOPE AND RETAINING WALLS

Rev.:	Date:	Description:
B.S. No.:	6/2050/754	
Architect:	MA LEUNG & ASSOCIATES ARCHITECTS & ENGINEERS (HONG KONG) LTD.	
Engineer:	HO & LAM CONSULTING ENGINEERS LTD.	
Project Title:	78-80 ROBINSON ROAD AND 10 BONHAM ROAD, HONG KONG	
<b>PHILIP SO &amp; ASSOCIATES</b> CONSULTING CIVIL AND GEOTECHNICAL ENGINEERS LTD. <small>10th Floor, 100, Des Voeux Road, Hong Kong. Tel: 2522 8888. Fax: 2522 8888.</small>		
Job No.:	Drawing No.:	Rev.:
116		C
Drawn:	BY:	Checked:
116		JC
Scale:		
1:1		

# **APPENDIX B**

## **Sections for Cement-Soil Fill Slopes and Soil Nailed Slopes**



- LEGEND -**
- ⊕ DESIGN WATER LEVEL
  - ▽ LEVEL (m.P.D.)
  - OP DEBRIS FLOW DEPOSIT
  - CO COMPLETELY DECOMPOSED GRANITE
  - HO HIGHLY DECOMPOSED GRANITE
  - MO MODERATELY DECOMPOSED GRANITE
  - SO SLIGHTLY DECOMPOSED GRANITE
  - F0 FRESH GRANITE
  - BV13 EXISTING BOREHOLE
  - CF2 PROPOSED 20m LONG 5\"/>

- NOTES -**
1. FOR DETAILS OF SUPERSTRUCTURE REFER TO SUPERSTRUCTURE PLANS SUBMITTED SEPARATELY.
  2. FOR DETAILS OF CAISSONS REFER TO CAISSON FOUNDATION PLAN SUBMITTED SEPARATELY.
  3. THE DRILLING ACCURACY FOR THE HORIZONTAL DRAINS ARE LIMITED TO MIN. 1:150

14/02/98	APPROVED BY E.L.	
10/12/98	HORIZONTAL DRAIN ADDED	
17/05/97	APPROVED BY E.L.	
Rev.1	Date	Description
E.L. Lee	8/20/97/94	

MA LEUNG & ASSOCIATES  
ARCHITECTS & ENGINEERS  
(HONG KONG) LTD.

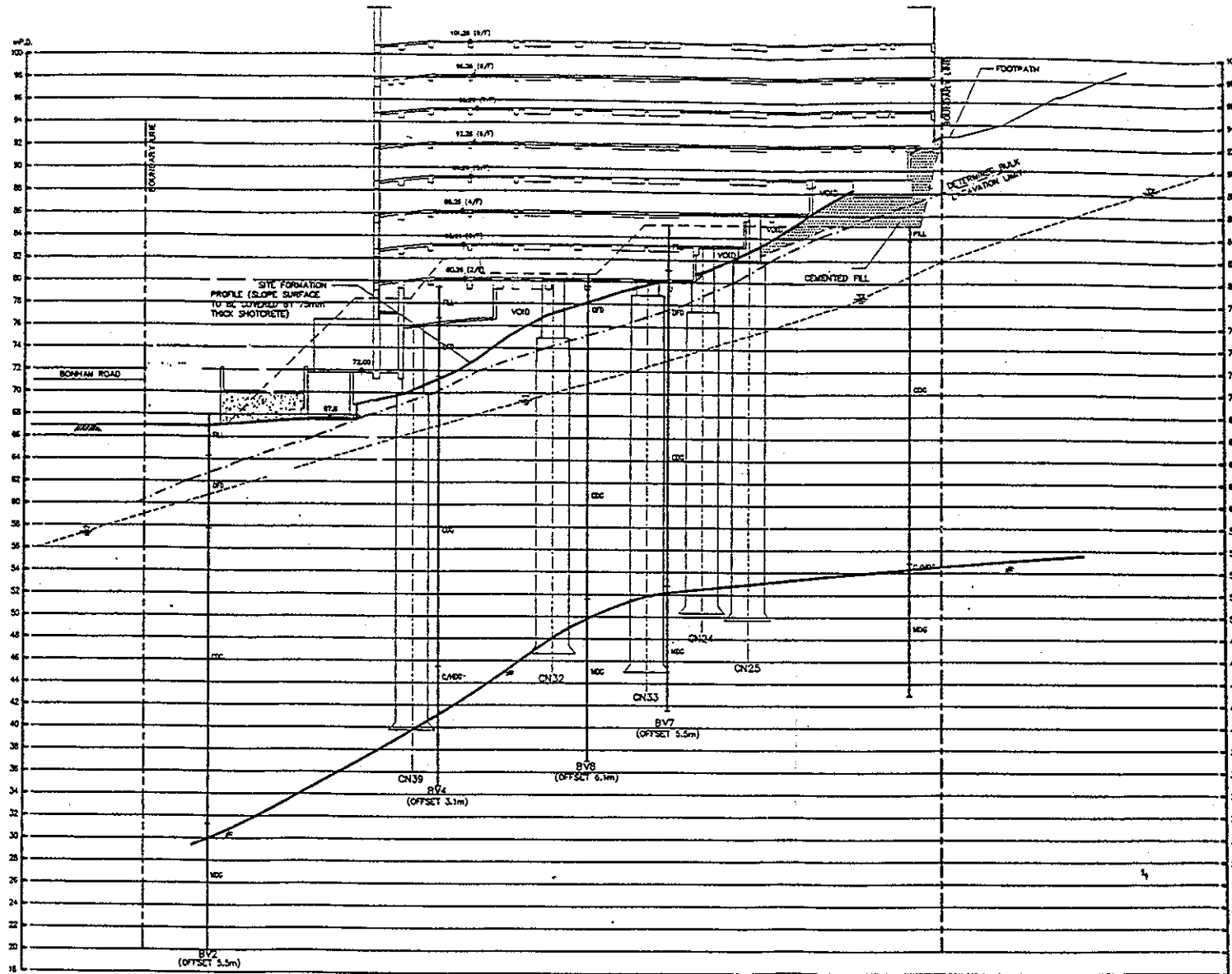
Engineer  
HO & LAM CONSULTING  
ENGINEERS LTD.

Project No.  
78-80 ROBINSON ROAD AND  
10 BONHAM ROAD,  
HONG KONG

Drawing Title  
**SECTION A - A**

<b>PHILIP SO &amp; ASSOCIATES</b> STRUCTURAL, CIVIL AND GEOTECHNICAL ENGINEERING LTD.			
Job No.	Drawing No.	Rev.	
118	SF-05	A	
Drawn	BY	Checked	AC
Checked	VL	Scale	1 : 500

**SECTION A - A**

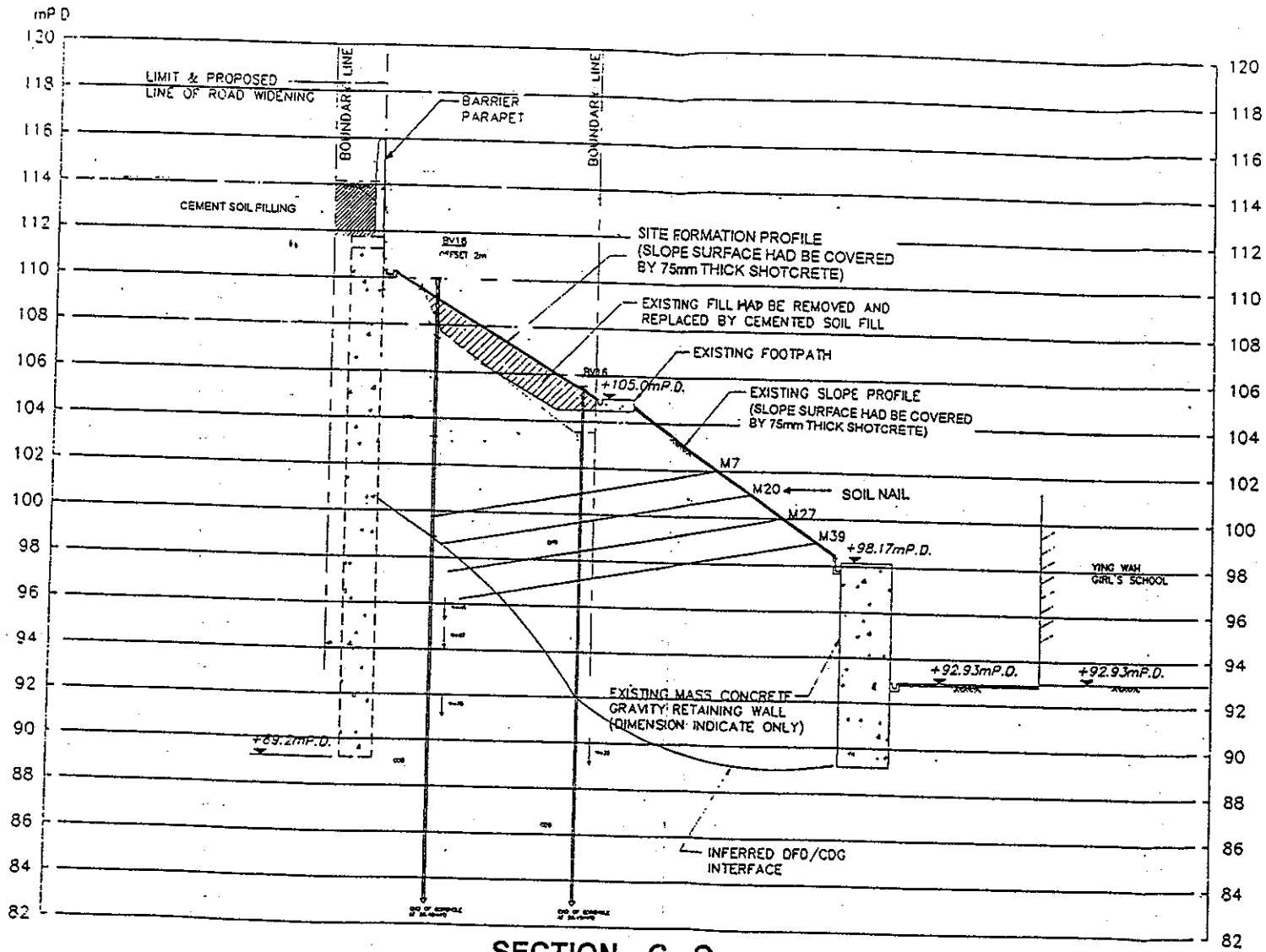


SECTION B - B  
1 : 200

- LEGEND:-**
- ☉ DESIGN WATER LEVEL
  - ▽ LEVEL (M.P.D.)
  - DPD DEBRIS FLOW DEPOSIT
  - CDC COMPLETELY DECOMPOSED GRANITE
  - HDC HIGHLY DECOMPOSED GRANITE
  - MDC MODERATELY DECOMPOSED GRANITE
  - SDC SLIGHTLY DECOMPOSED GRANITE
  - F2 FRESH GRANITE
  - BV13 EXISTING BORED-HOLE

- NOTES:-**
1. FOR DETAILS OF SUPERSTRUCTURE, REFER TO SUPERSTRUCTURE PLANS SUBMITTED SEPARATELY.
  2. FOR DETAILS OF CAISSONS, REFER TO CAISSON FOUNDATION PLAN SUBMITTED SEPARATELY.

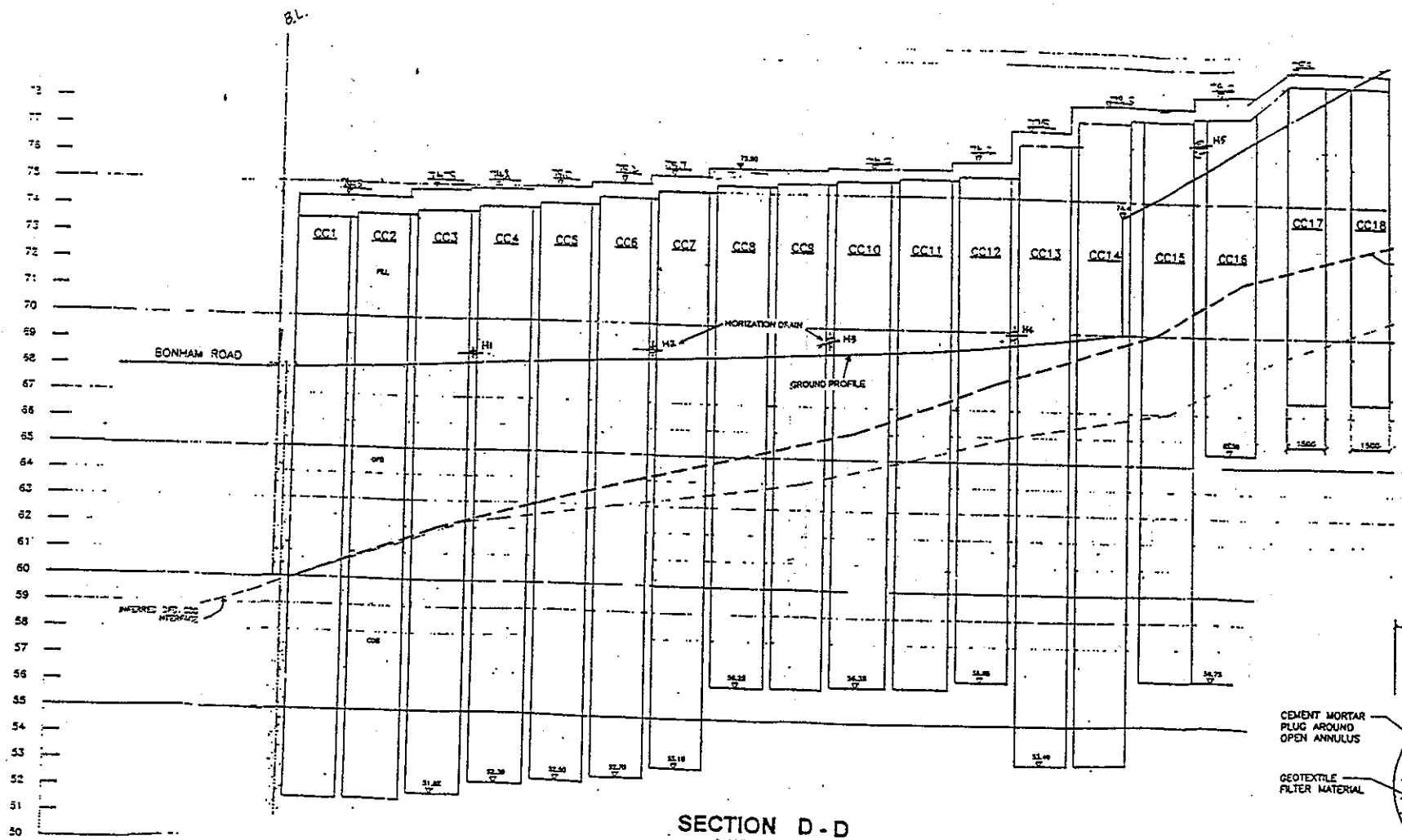
27/10/97	APPROVED BY E.D.
Rev. No.	Date
6/2050/94	Description
Architect <b>MA LEUNG &amp; ASSOCIATES</b> <b>ARCHITECTS &amp; ENGINEERS</b> <b>(HONG KONG) LTD.</b>	
Engineer <b>HO &amp; LAM CONSULTING</b> <b>ENGINEERS LTD.</b>	
Project Title <b>78-80 BONHAM ROAD AND</b> <b>10 BONHAM ROAD,</b> <b>HONG KONG</b>	
Drawing Title <b>SECTION B - B</b>	
800, Cheung Cheong Centre, Tel: (+852) 25189737 8 Hong Tai Street, Fax: (+852) 210-0022 Shamshui Bay, Hong Kong	
Job No.	Drawing No.
118	SF-04
Drawn	BY
Checked	BY
Scale	1 : 200



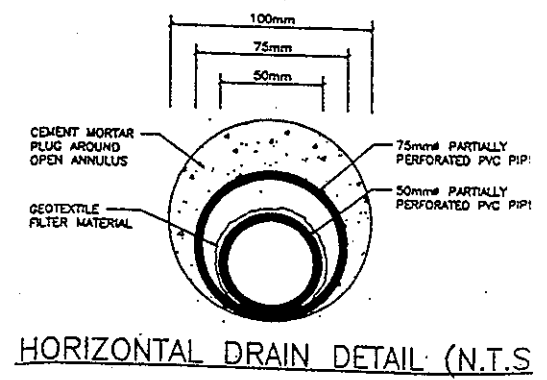
SECTION C - C

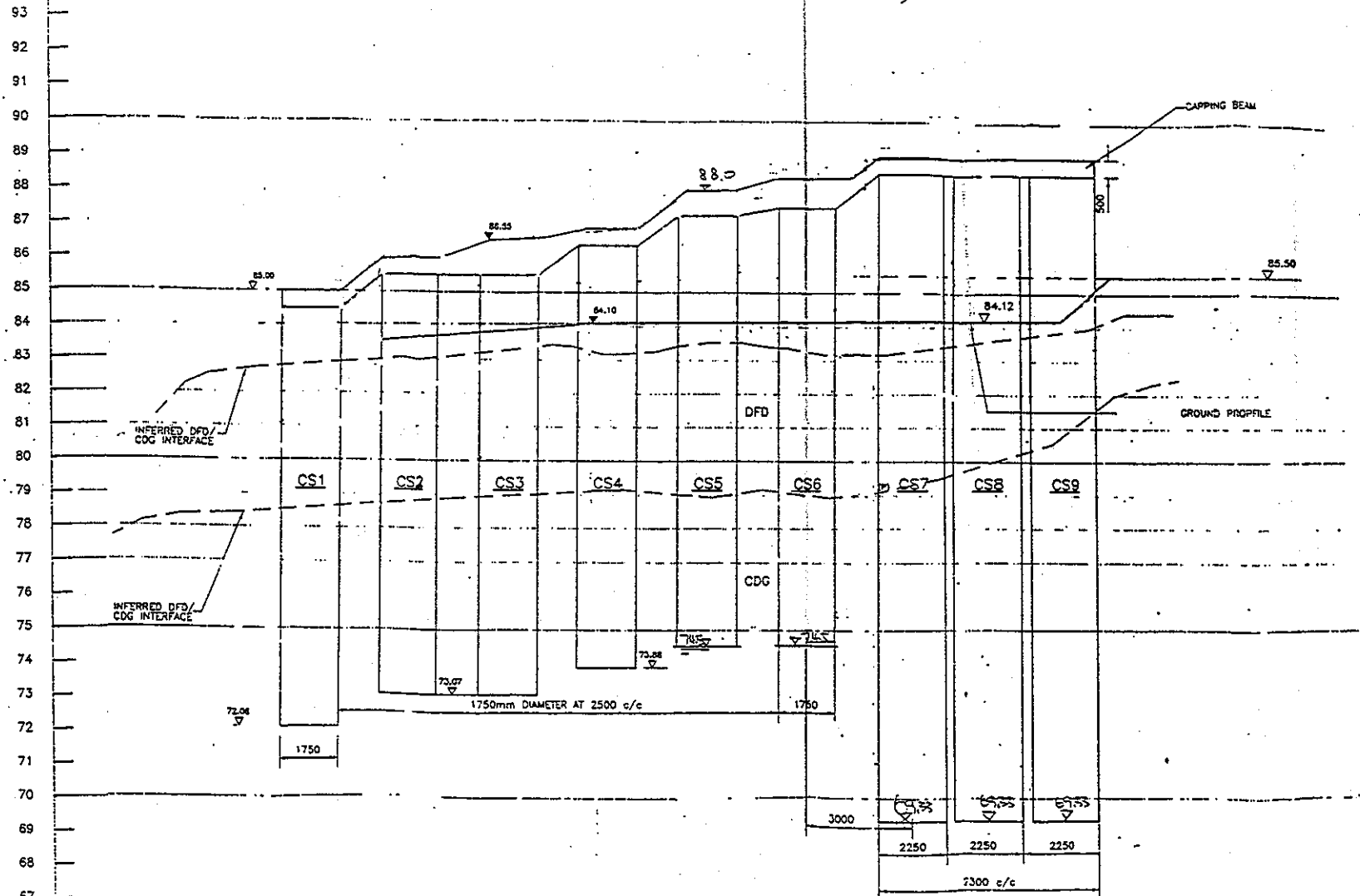
# **APPENDIX C**

## **Sections for Caisson Walls and Masonry Wall**



SECTION D-D  
(CC series)



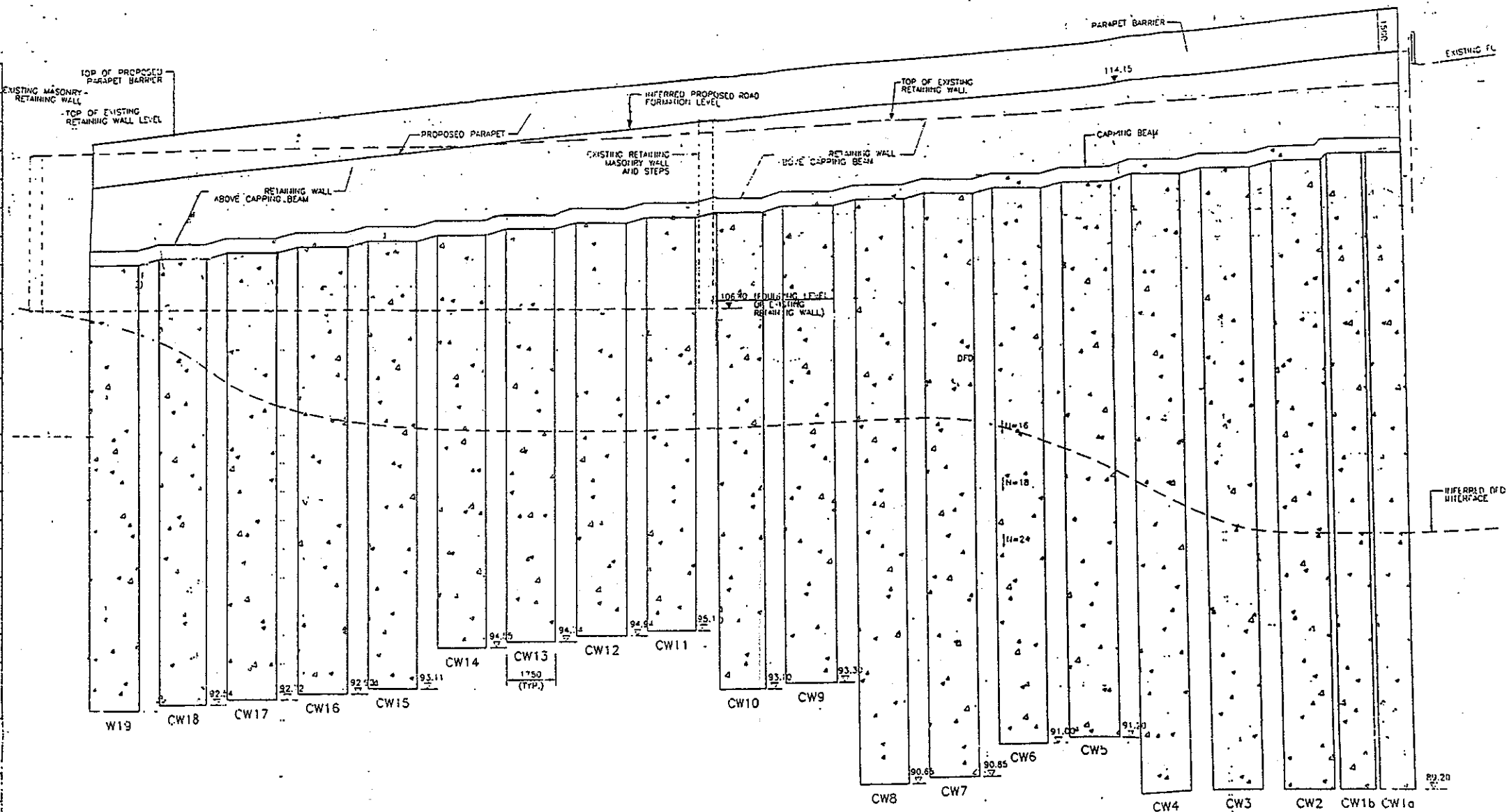


SECTION E - E

(CS series)



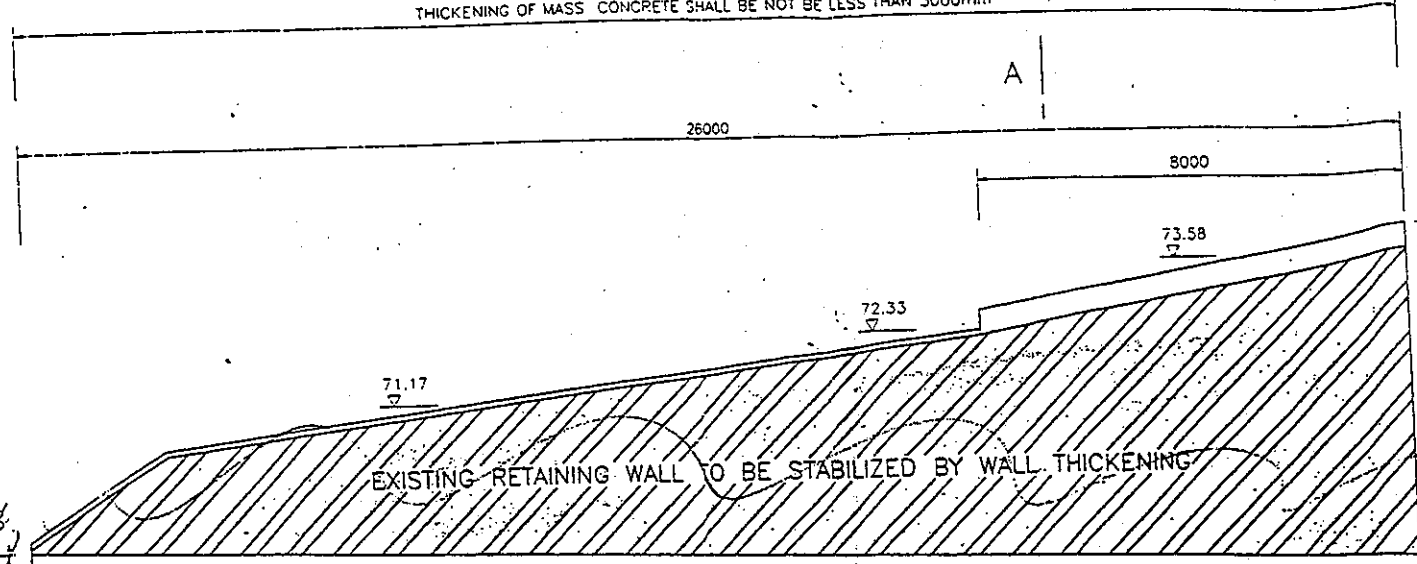
CPD.



SECTION F-F  
(CW series)

THICKENING OF MASS CONCRETE SHALL BE NOT BE LESS THAN 3000mm

mPD  
75  
74  
73  
72  
71  
70  
69  
68  
67



EXISTING RETAINING WALL TO BE STABILIZED BY WALL THICKENING

DEVELOPED ELEVATION FOR RETAINING WALL NO. 11SW-A/R397 (SCALE 1 : 100)

SECTION G-G

|B.L.

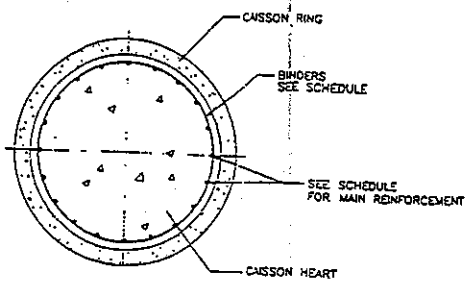
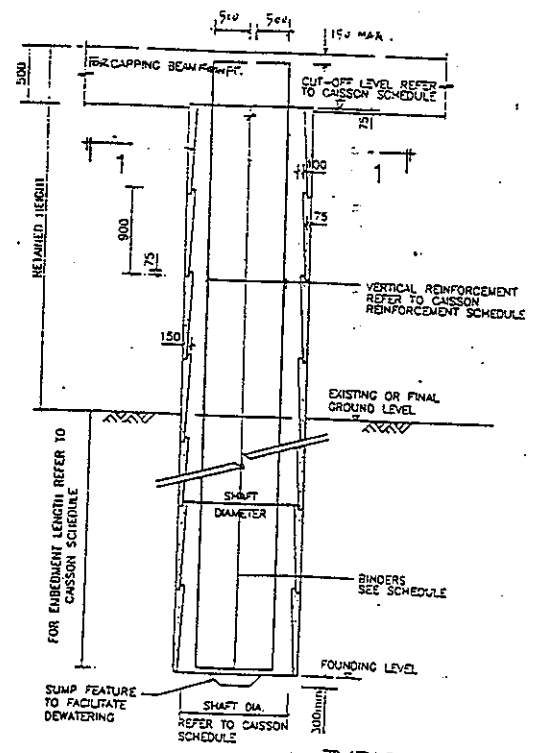
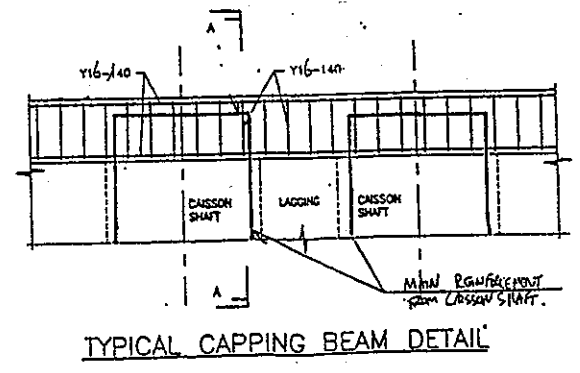
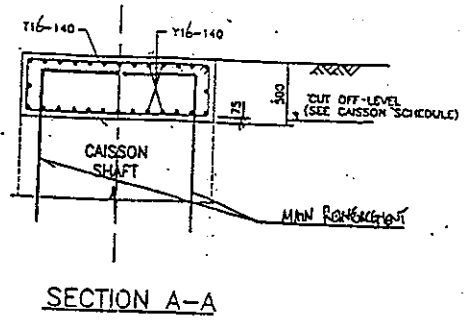
|B.L.

+67.1 (WALL TOE LEVEL)

CAISSON SCHEDULE : CC SERIES									
CAISSON MARK	SHAFT DIAMETER (mm)	BELLOUT DIAMETER (mm)	FINAL GROUND LEVEL (mPOD)	CUT-OFF LEVEL (mPOD)	EMBEDMENT LENGTH (m)	FOUNDING LEV. (mPOD)	RETAINING HEIGHT	REINFORCEMENT	
								VERTICAL REINFORCEMENT	BINDERS
CC1	2250	N/A	74.08	74.08	15.63	81.57	7.5	35Y40	Y12-300
CC2	2250	N/A	74.08	74.08	15.63	81.57	7.5	35Y40	Y12-300
CC3	2250	N/A	74.33	74.33	15.23	81.82	7.5	35Y40	Y12-300
CC4	2250	N/A	74.38	74.38	14.95	82.30	7.65	35Y40	Y12-300
CC5	2250	N/A	74.58	74.58	14.50	82.50	7.5	35Y40	Y12-300
CC6	2250	N/A	74.78	74.78	14.30	82.70	7.7	35Y40	Y12-300
CC8	2250	N/A	75.08	75.08	14.40	83.10	8.0	35Y40	Y12-300
CC9	2250	N/A	75.48	75.48	14.65	83.25	8.0	35Y40	Y12-300
CC10	2250	N/A	75.48	75.48	14.65	83.25	8.0	35Y40	Y12-300
CC11	2250	N/A	75.58	75.58	14.75	83.35	7.9	35Y40	Y12-300
CC12	2250	N/A	75.58	75.58	14.85	83.35	7.8	35Y40	Y12-300
• CC13	2250	N/A	75.88	75.88	14.75	83.55	7.5	35Y40	Y12-300
• CC14	2250	N/A	75.88	75.88	15.11	83.48	8.4	35Y40	Y12-300
• CC15	2250	N/A	76.08	76.08	15.51	83.48	8.2	35Y40	Y12-300
• CC16	2250	N/A	76.33	76.33	15.52	83.75	8.0	35Y40	Y12-300
• CC17	1500	N/A	78.52	78.52	9.1	88.50	5.7	35Y40	Y12-300
• CC18	1500	N/A	78.52	78.52	9.1	87.50	5.8	22Y40	Y12-300
					11.0	87.50	1.5	22Y40	Y12-300

CAISSON SCHEDULE : CS SERIES									
CAISSON MARK	SHAFT DIAMETER (mm)	BELLOUT DIAMETER (mm)	FINAL GROUND LEVEL (mPOD)	CUT-OFF LEVEL (mPOD)	EMBEDMENT LENGTH (m)	FOUNDING LEV. (mPOD)	RETAINING HEIGHT	REINFORCEMENT	
								VERTICAL REINFORCEMENT	BINDERS
CS1	1750	N/A	84.58	84.58	10.42	72.08	2.5	25Y25	Y12-300
CS2	1750	N/A	83.7	83.7	9.65	73.07	3.38	25Y25	Y12-300
CS3	1750	N/A	84.0	84.0	9.53	73.1	3.52	25Y25	Y12-300
CS4	1750	N/A	84.00	84.00	9.52	73.25	3.52	25Y25	Y12-300
CS5	1750	N/A	84.71	84.71	8.28	74.7	4.88	25Y25	Y12-300
CS6	1750	N/A	84.82	84.82	8.52	74.7	4.88	25Y25	Y12-300
CS7	2250	N/A	84.16	84.16	13.33	69.33	5.02	35Y40	Y12-300
CS8	2250	N/A	84.17	84.17	13.24	69.33	5.01	35Y40	Y12-300
CS9	2250	N/A	84.23	84.23	13.5	69.33	5.25	35Y40	Y12-300

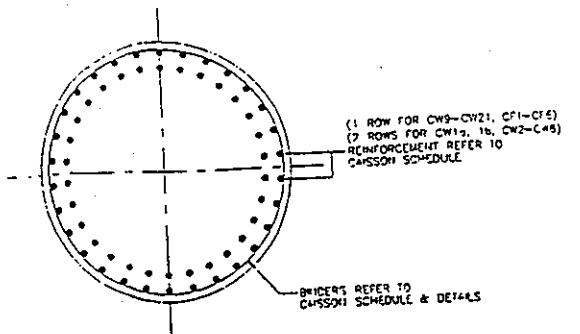


TYPICAL DETAILS OF CAISSON

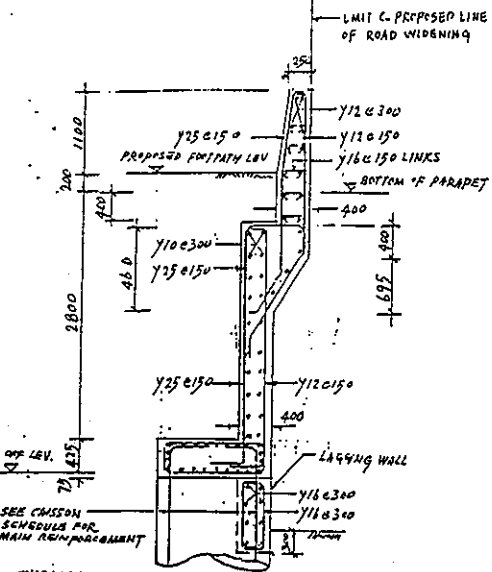
MISCELLANEOUS DETAILS FOR CAISSON RETAINING WALL CC SERIES & CS SERIES

**CAISSON SCHEDULE : CW SERIES**

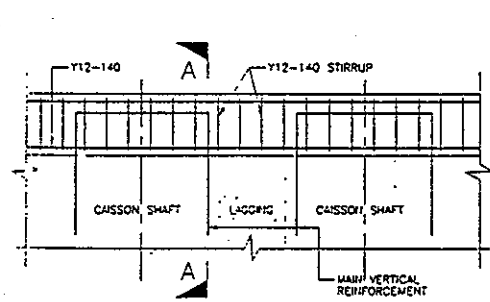
CAISSON MARK	SHAFT DIAMETER (mm)	BELLOUT DIAMETER (mm)	DESIGN FORMATION LEVEL (MPD.)	CUT-OFF LEVEL (MPD.)	SLEEVED LEVEL (MPD.)	EMBEDMENT LENGTH (m)	FOUNDING LEVEL (MPD.)	MAXIMUM RETAINING HEIGHT	REINFORCEMENT	
									VERTICAL REINFORCEMENT	BUNDERS
CW1a	1300	N/A	110.80	111.60	109.00	18.50	89.20	6.0	40Y40	Y16-300
CW1b	1300	N/A	110.80	111.60	109.00	18.50	89.20	6.0	40Y40	Y16-300
CW2	1750	N/A	110.80	111.41	N/A	18.50	89.20	6.0	46Y40	Y16-300
CW3	1750	N/A	110.80	111.22	N/A	18.50	89.20	6.0	46Y40	Y16-300
CW4	1750	N/A	110.80	111.03	N/A	18.50	89.20	6.0	46Y40	Y16-300
CW5	1750	N/A	109.50	110.84	N/A	14.50	91.20	4.30	60Y40	Y16-300
CW6	1750	N/A	109.60	110.65	N/A	14.50	91.00	4.20	60Y40	Y16-300
CW7	1750	N/A	109.60	110.46	N/A	14.50	90.85	4.8	60Y40	Y16-300
CW8	1750	N/A	109.60	110.27	N/A	14.50	90.65	4.8	60Y40	Y16-300
CW9	1750	N/A	108.80	110.08	N/A	12.50	93.30	6.2	38Y40	Y16-300
CW10	1750	N/A	108.80	109.89	N/A	12.50	93.10	6.2	38Y40	Y16-300
CW11	1750	N/A	107.00	109.70	N/A	10.50	95.10	5.7	20Y40	Y16-300
CW12	1750	N/A	107.00	109.51	N/A	10.50	94.94	5.7	20Y40	Y16-300
CW13	1750	N/A	107.00	109.32	N/A	10.50	94.74	5.7	20Y40	Y16-300
CW14	1750	N/A	107.00	109.13	N/A	10.50	94.55	5.7	20Y40	Y16-300
CW15	1750	N/A	107.00	108.94	N/A	12.50	93.11	3.6	20Y40	Y16-300
CW16	1750	N/A	107.00	108.75	N/A	12.50	92.92	3.6	20Y40	Y16-300
CW17	1750	N/A	107.00	108.55	N/A	12.50	92.72	3.6	20Y40	Y16-300
CW18	1750	N/A	107.00	108.37	N/A	12.50	92.54	3.6	20Y40	Y16-300
CW19	1750	N/A	107.00	108.18	N/A	12.50	92.35	3.6	20Y40	Y16-300
CW20	1750	N/A	106.50	109.00	105.00	12.50	93.17	5.0	20Y40	Y16-300
CW21	1750	N/A	106.50	109.00	105.00	12.50	93.17	5.0	20Y40	Y16-300



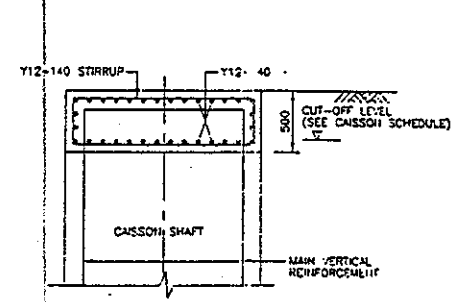
**CAISSON R.C. DETAIL (N.T.S.)**



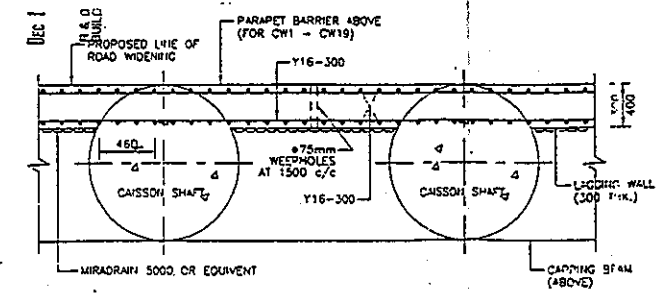
**TYPICAL PARAPET & LAGGING WALL DETAIL 1:50**



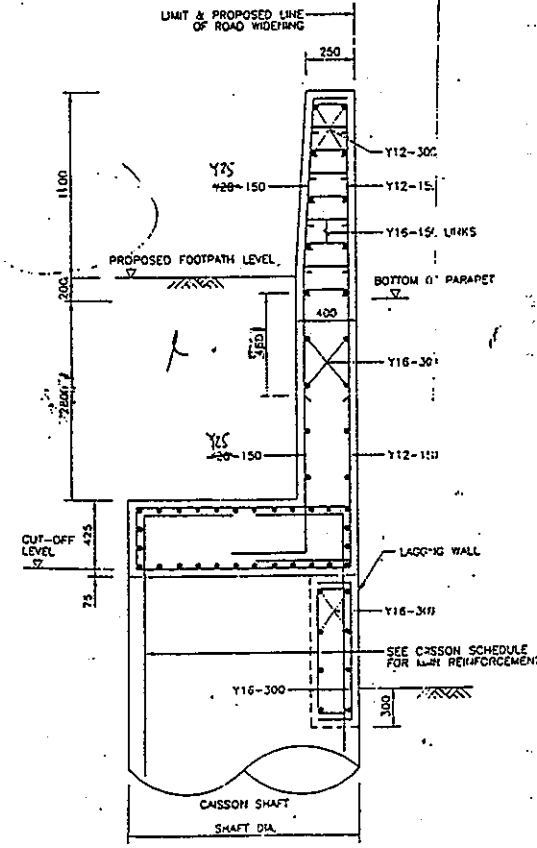
**TYPICAL CAPPING BEAM DETAIL (N.T.S.)**



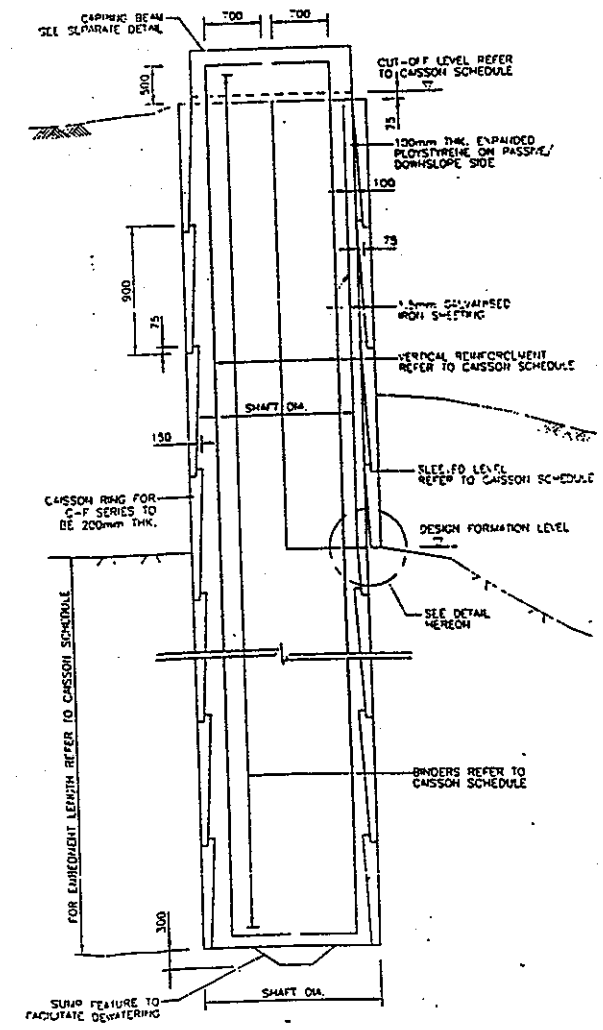
**SECTION A - A (N.T.S.)**



**TYPICAL DETAILS OF LAGGING WALL (N.T.S.)**



**TYPICAL PARAPET & LAGGING WALL DETAIL (FOR CAISSONS CW3 TO CW13 ONLY)**



**TYPICAL DETAILS OF HALF-SLEEVED CAISSON (FOR CAISSONS CW1a, CW1b, CW20, CW21)**

**MISCELLANEOUS DETAILS FOR CAISSON RETAINING WALL CW SERIES**

# **APPENDIX D**

**Registered Information  
(PNAP 168)  
for all Subject features**

**SLOPE/RETAINING WALL RECORD (SHEET 1 OF 3)**

**SLOPE/RETAINING WALL REFERENCE NO.** (1) CAISSON WALL CW SERIES.

**SLOPE/RETAINING WALL LOCATION** No. 78-80 Robinson Road, Hong Kong

**MAP COORDINATES (1980 DATUM)** E 833173.64 N 815971.32  
**TOE ELEVATION (mPD)** +106.50 ~ 114.80

**TECHNICAL INFORMATION**

SLOPE				RETAINING WALL			
Material Description				Type of Wall	(CW1a, CW1b, CW2-CW2j) Caisson Wall (CW Series)		
Height (m)				Material of Wall	Reinforce Concrete		
Length (m)				Height (m)	3.6 ~ 6.0		
Slope Angle				Face Angle	90°		
Berms	No.	Width (m)		Length (m)	43		
Slope Surfacing				Surface Finish			
				Concrete			
Drainage	Weepholes/ horiz. drains/ Herringbone drains	Size	Spacing	Drainage	Weepholes/ horiz. drains	Size	Spacing
	U-channels at crest on berms at toe				U-channels at crest at toe	225mm	
	Stepped- channels					U.C	

Location and Details of Utility Services INDICATED ON RECORD PLAN TO BE SUBMITTED SEPARATELY.

**INFORMATION ON RISK-TO-LIFE CATEGORY**

What is at risk if this slope or retaining wall fails?

**AT CREST** (a) Description Robinson Road (b) Distance 0 m

**AT TOE** (a) Description London Mission Building (b) Distance 0.5 m

Risk-To-Life Category: HIGH / LOW / NEGLIGIBLE (Refer to Table 5.2 of Geotechnical Manual for Slopes)

**GENERAL INFORMATION**

Date of construction: 1986 ~ 1988 Contractor: CHUN YIP Construction Co. Ltd

Date of ground investigation: 10/94 ~ 10/95 Contractor: Asia Geotechnical Engineer Ltd

Designed by (Firm): Philip So & Associates Ltd.

As-constructed drawing no.: RW/1 ~ RW/10

Nearest drainage:

**OTHER INFORMATION**

... 1 no. of 840mm G.I. Portable water pipe and 1 no. of 2150 G.I. F.S. water pipe pass through CW Series Caisson wall. DETAILS WILL BE SHOWN ON RECORD PLAN TO BE FURTHER SUBMITTED WITH UPDATED MAP 168.

Record sheet prepared by Law Firm Philip So & Associates Ltd.

Date 14/2/2000

Note: (1) The Geotechnical Engineering Office can provide a slope or retaining wall reference number on request.

**SLOPE/RETAINING WALL RECORD (SHEET 2 OF 3)**

**SLOPE/RETAINING WALL REFERENCE NO.** *CASCON WALL CW SERIES*

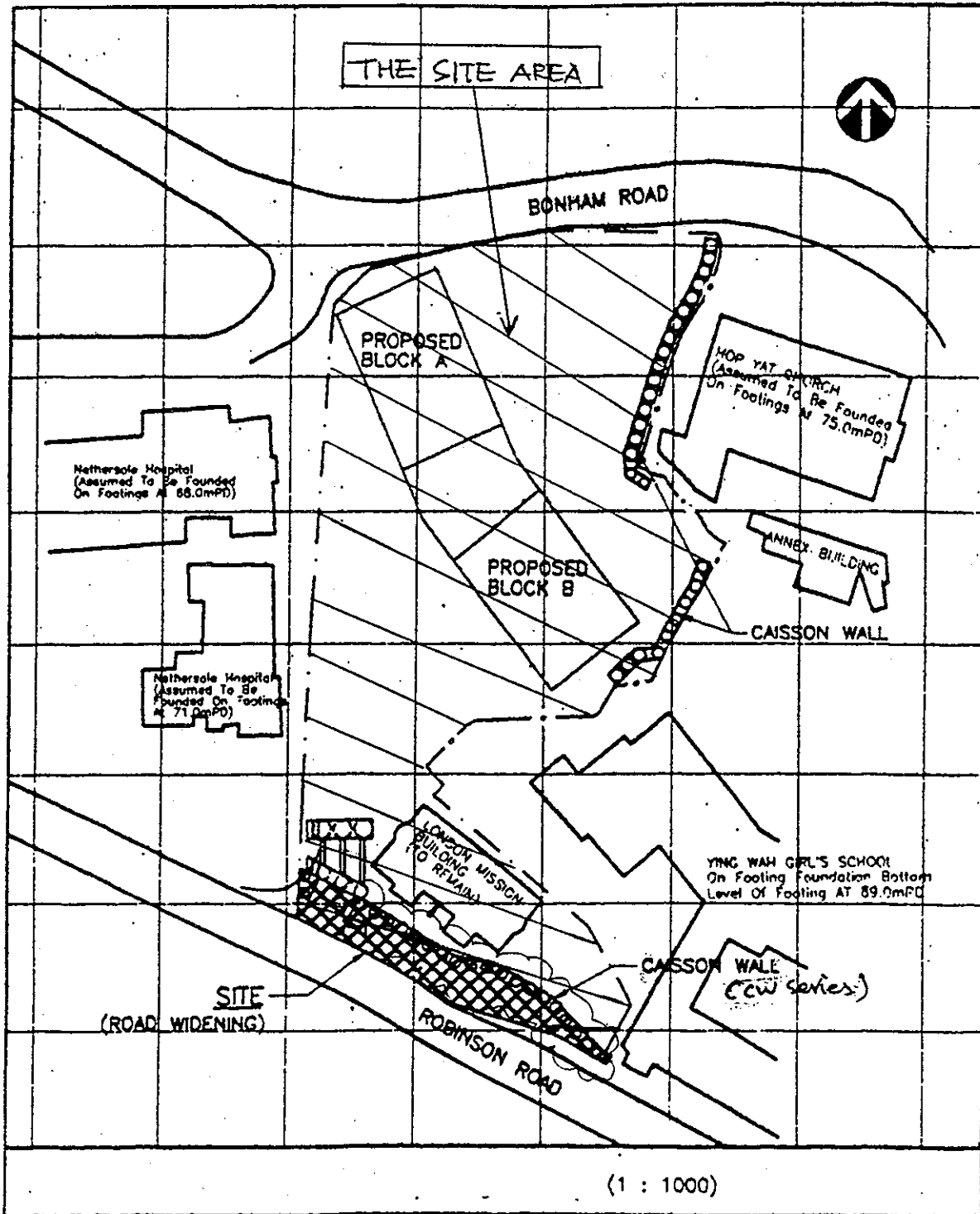
**SLOPE/RETAINING WALL LOCATION** *78-80 Robinson Road*

**LOCATION PLAN (indicate scale)**

SEE ATTACHMENT

**SITE PLAN (indicate scale)**

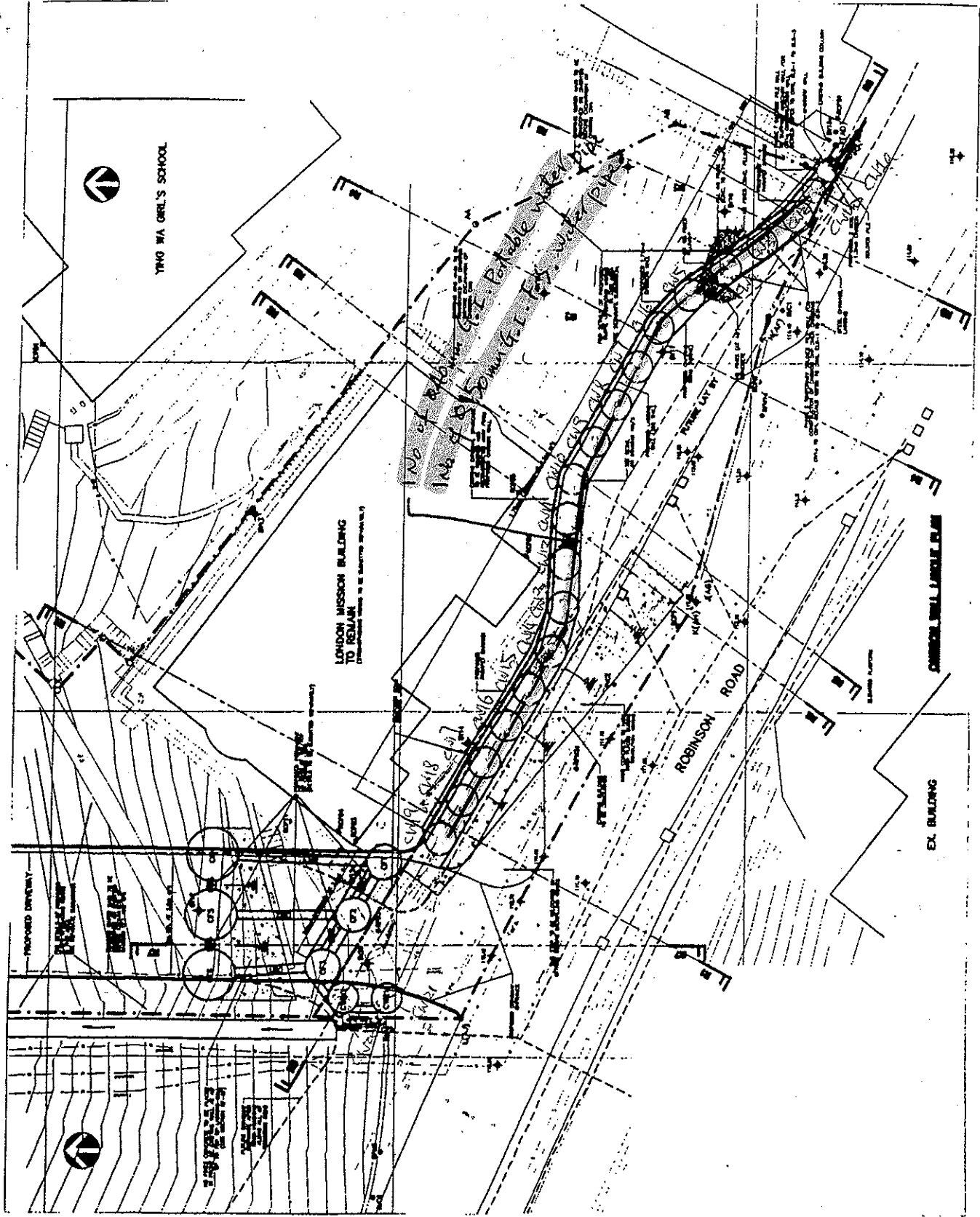
SEE ATTACHMENT



LOCATION PLAN



CW1a & CW1b 1200' IN DIA.  
 CW2 to CW2d 1750' IN DIA.



SITE PLAN

SLOPE/RETAINING WALL RECORD (SHEET 3 OF 3)

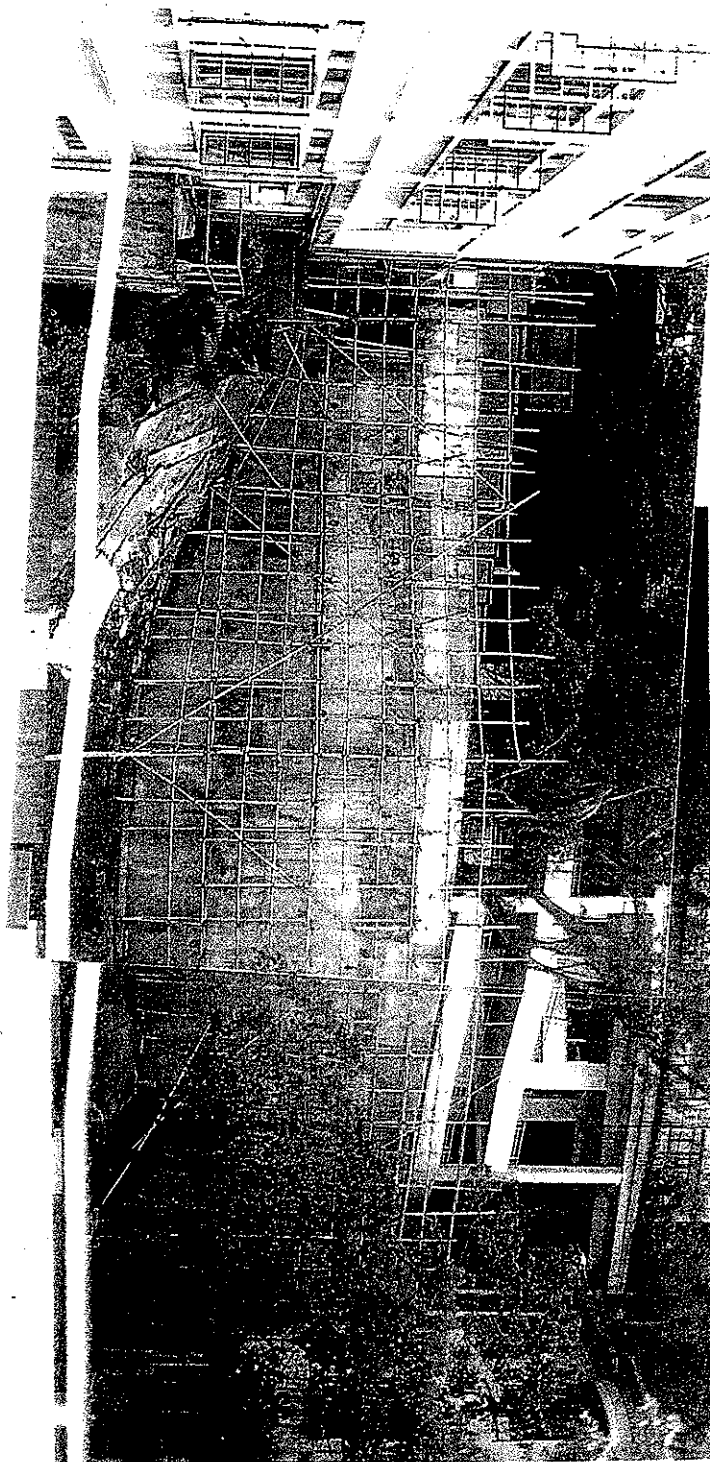
SLOPE/RETAINING WALL REFERENCE NO.

SLOPE/RETAINING WALL LOCATION

78-80 Robinson Road

RECORD PHOTOGRAPHS (with comments and reference no.)

View of cm series Retaining wall from East



London Mission Building.

Note : Add additional record sheets for photographs as necessary.

SLOPE/RETAINING WALL RECORD (SHEET 3 OF 3)

SLOPE/RETAINING WALL REFERENCE NO. *CAISSON WALL CW SERIES*

SLOPE/RETAINING WALL LOCATION *78-80 Robinson Road*

RECORD PHOTOGRAPHS (with comments and reference no.)



London  
Mission  
Building

Robinson  
Road

*View of cw series Retaining wall from East*

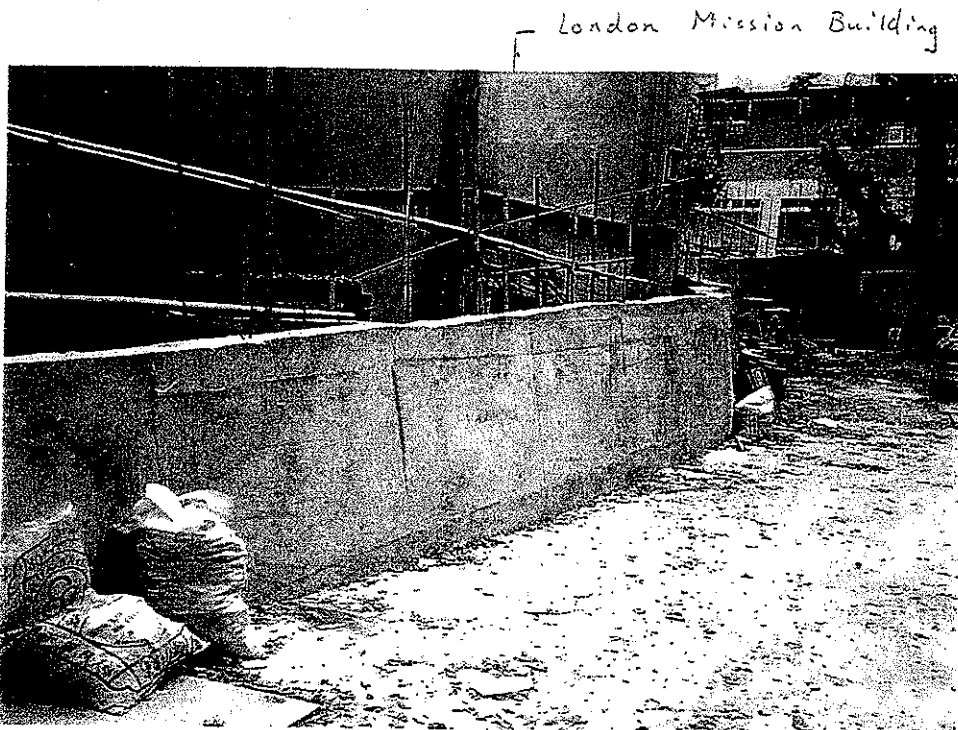
Note : Add additional record sheets for photographs as necessary.

SLOPE/RETAINING WALL RECORD (SHEET 3 OF 3)

SLOPE/RETAINING WALL REFERENCE NO.

SLOPE/RETAINING WALL LOCATION *78 - Rd Robinson Road*

RECORD PHOTOGRAPHS (with comments and reference no.)



*View of CW series Retaining Wall from Robinson Road*

Note : Add additional record sheets for photographs as necessary.

**SLOPE/RETAINING WALL RECORD (SHEET 1 OF 3)**

SLOPE/RETAINING WALL REFERENCE NO. "CAISSON WALL CC SERIES"  
 SLOPE/RETAINING WALL LOCATION No. 10 Bonham Road, Hong Kong

MAP COORDINATES (1980 DATUM) E 833204.97 N 816081.03  
 TOE ELEVATION (mPD) +68.00 ~ +80.00

**TECHNICAL INFORMATION**

SLOPE				RETAINING WALL						
/				Type of Wall	Caisson Wall (CC1 to CC8)					
				Material Description	Reinforced Concrete					
				Height (m)	1.5 ~ 8.0					
				Length (m)	90°					
				Slope Angle	40					
				Berms	No.	Width (m)		Length (m)		Surface Finish
				Concrete						
				Drainage				Weepholes/horiz. drains	Size	Spacing
				Weepholes/horiz. drains/Herringbone drains	Size	Spacing	Drainage	U-channels at crest at toe	225 S.C.	1500 c/c
				U-channels at crest on berms at toe				&	5 NOS.	
Stepped-channels				225 U.C.						

Location and Details of Utility Services NIL

**INFORMATION ON RISK-TO-LIFE CATEGORY**

What is at risk if this slope or retaining wall fails?  
 AT CREST (a) Description Hop Yat Church's Building (b) Distance 5m  
 AT TOE (a) Description New Building & Bonham Road (b) Distance 1.5m  
 Risk-To-Life Category: HIGH / LOW / NEGLIGIBLE (Refer to Table 5.2 of Geotechnical Manual for Slopes)

**GENERAL INFORMATION**

Date of construction: 1986 ~ 1988 Contractor: CHUN YIP Construction Co., Ltd.  
 Date of ground investigation: 10/94 ~ 10/95 Contractor: Asia Geotechnical Engineer Ltd.  
 Designed by (Firm): C.M. Wong & Associates Ltd.  
 As-constructed drawing no.: CW/1 ~ CW/9  
 Nearest language:

**OTHER INFORMATION**  
 Referring to piezometers (HPM1 & HPM2) record, the ground water table behind caisson wall (cc series) is situated below the ground profile (+68.00 mPD) no water seepage was observed from horizontal drains.  
 Deviation of design parameters from assumption is not observed.

Record sheet prepared by Law Firm Philip So & Associates Ltd.  
 Date 14/2/2000

Note: (1) The Geotechnical Engineering Office can provide a slope or retaining wall reference number on request.

**SLOPE/RETAINING WALL RECORD (SHEET 2 OF 3)**

**SLOPE/RETAINING WALL REFERENCE NO.** CAISSON WALL CC SERIES

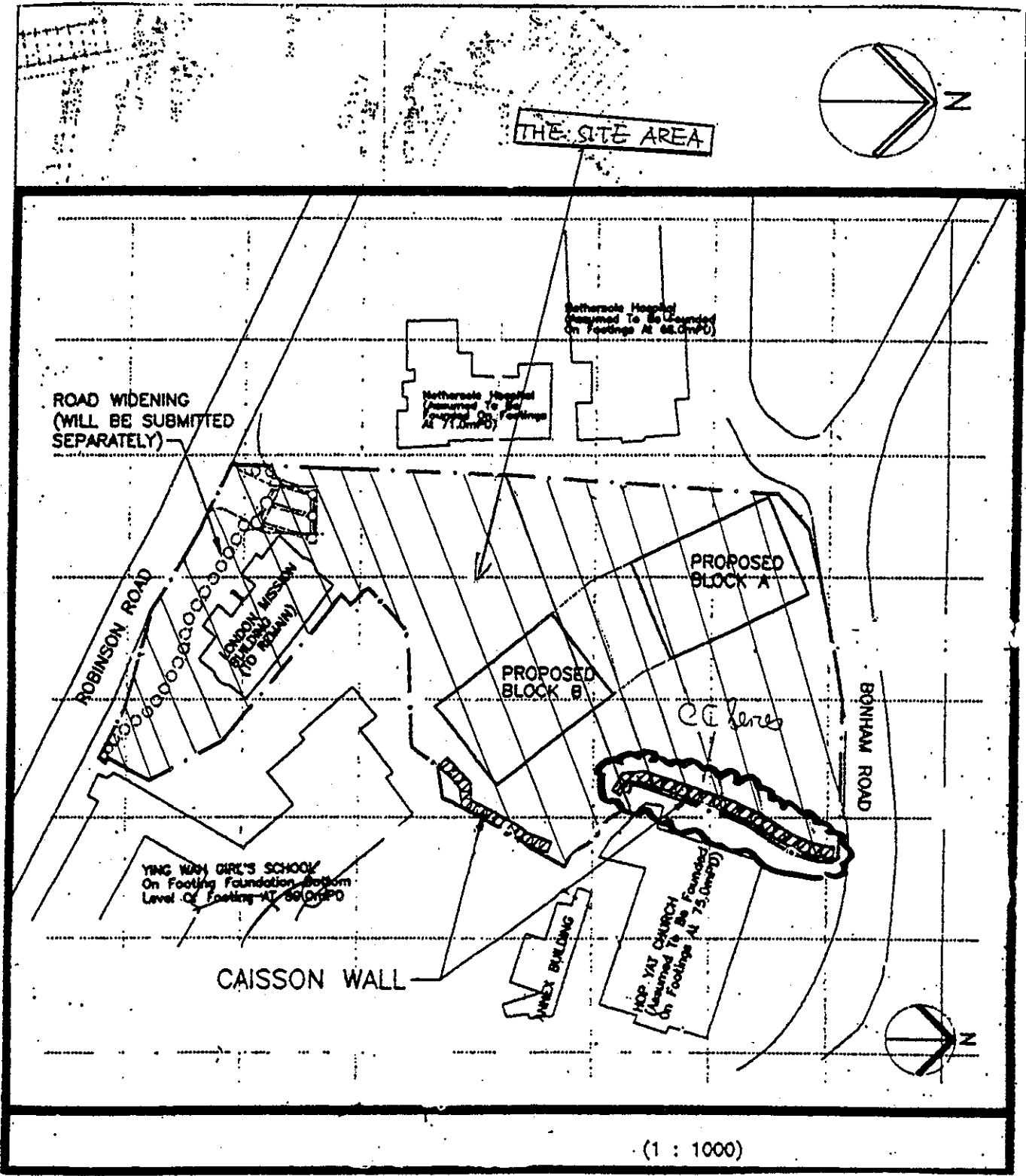
**SLOPE/RETAINING WALL LOCATION** CO Boulton Rd. 14-K.

**LOCATION PLAN (indicate scale)**

SEE ATTACHMENT

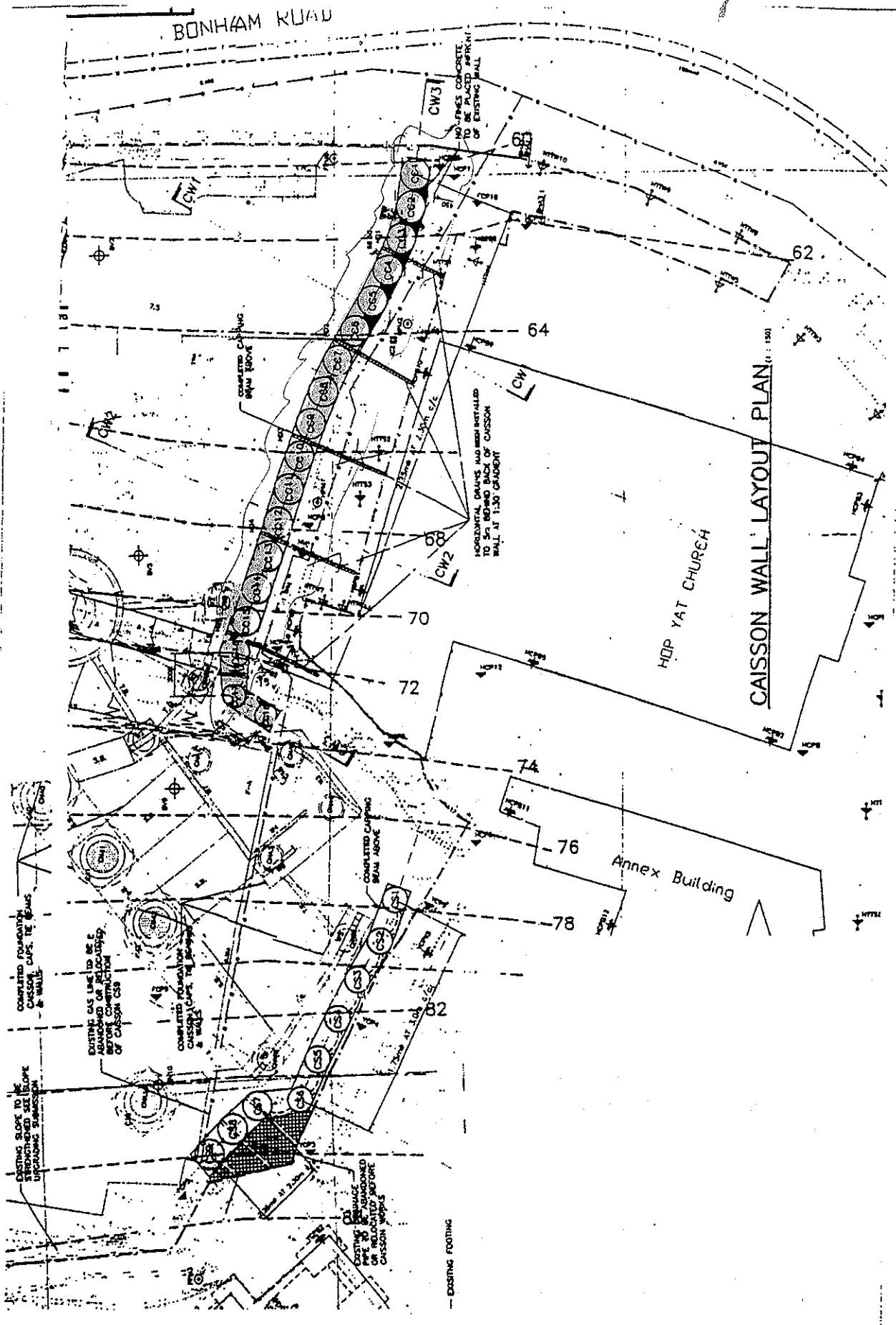
**SITE PLAN (indicate scale)**

SEE ATTACHMENT



LOCATION PLAN

CC1 - CC16 2500 DIA.  
 CC17 - CC18 1500 DIA.



SITE PLAN



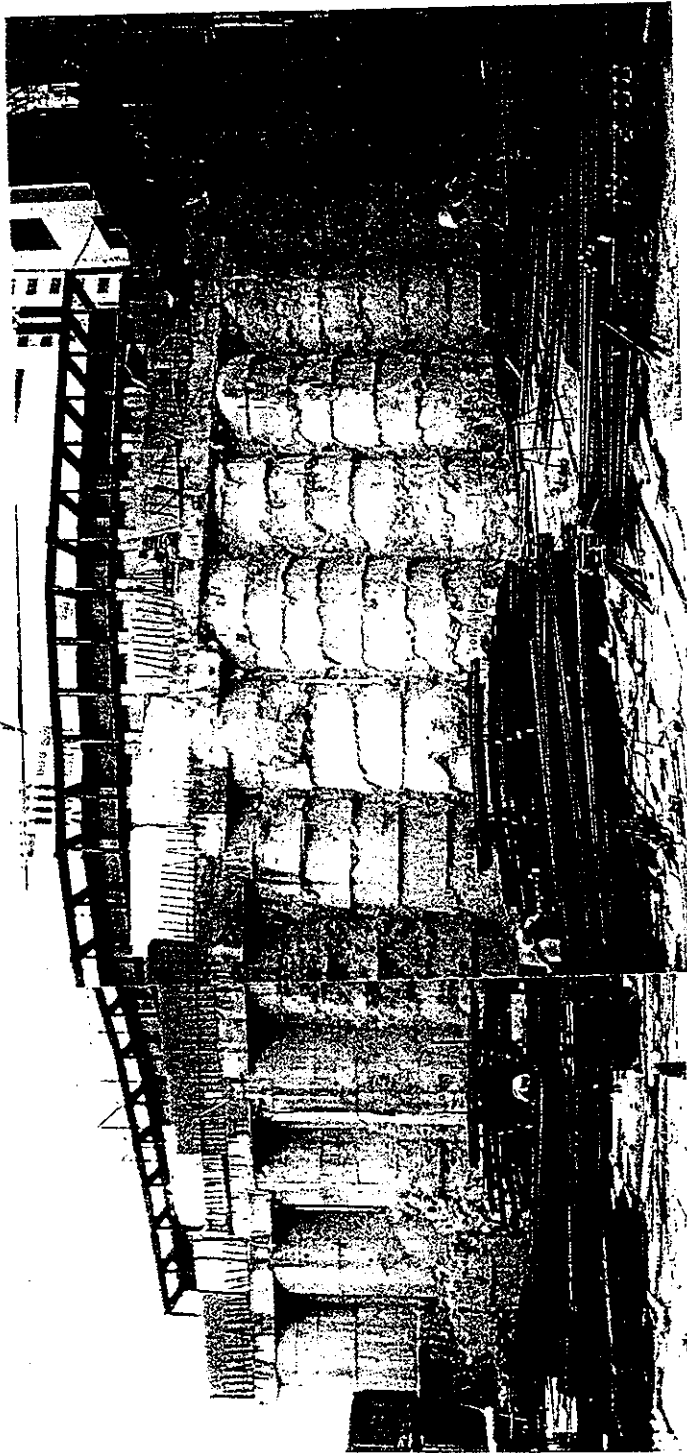
SLOPE/RETAINING WALL RECORD (SHEET 3 OF 3)

SLOPE/RETAINING WALL REFERENCE NO. *CHISEN WALL CC SERIES*

SLOPE/RETAINING WALL LOCATION *10 Barkham Rd. H.K.*

RECORD PHOTOGRAPHS (with comments and reference no.)

*Hop Yat church*



*View of CC Series retaining wall from North West*

Note : Add additional record sheets for photographs as necessary.

**SLOPE/RETAINING WALL RECORD (SHEET 1 OF 3)**

**SLOPE/RETAINING WALL REFERENCE NO.** (1) CAISSON WALL CS SERIES

**SLOPE/RETAINING WALL LOCATION** No. 10 Bonham Road, Hong Kong

**MAP COORDINATES (1980 DATUM)** E 833204.65 TOE ELEVATION (mPD) +83.50 ~ +89.00  
 N 816031.42

**TECHNICAL INFORMATION**

SLOPE				RETAINING WALL			
Material Description				Type of Wall	Caisson Wall (CS1 to CS9)		
Height (m)				Material of Wall	Reinforce Concrete		
Length (m)				Height (m)	2.5 ~ 5.9		
Slope Angle				Face Angle	90°		
Berms	No.	Width (m)		Length (m)	23		
Slope Surfacing				Surface Finish	Concrete		
Drainage	Weepholes/horiz. drains/Herringbone drains	Size	Spacing	Drainage	Weepholes/horiz. drains	Size 75mm	Spacing 1500mm 9/c
	U-channels at crest on berms at toe				U-channels at crest at toe	225	S.C
	Stepped-channels						

Location and Details of Utility Services NIL

**INFORMATION ON RISK-TO-LIFE CATEGORY**

What is at risk if this slope or retaining wall fails?  
 AT CREST (a) Description Ying Wah Girl's School (b) Distance 2m  
 AT TOE (a) Description New Building (b) Distance 1m

Risk-To-Life Category: **HIGH / LOW / NEGLIGIBLE** (Refer to Table 5.2 of Geotechnical Manual for Slopes)

**GENERAL INFORMATION**

Date of construction: 1986 ~ 1998 Contractor: CHW YIP Construction Co., Ltd  
 Date of ground investigation: 10/94 ~ 10/95 Contractor: Asia Geotechnical Engineer Ltd.  
 Designed by (Firm): C.M. Wong & Associates Ltd.  
 As-constructed drawing no.: CW/1 ~ CW/9  
 Nearest rainguage:

**OTHER INFORMATION**

Record sheet prepared by Law Firm Philip So & Associates Ltd.  
 Date 11/2/2000

Note: (1) The Geotechnical Engineering Office can provide a slope or retaining wall reference number on request.

SLOPE/RETAINING WALL RECORD (SHEET 2 OF 3)

SLOPE/RETAINING WALL REFERENCE NO. *CHASSON WALL CS SERIES.*

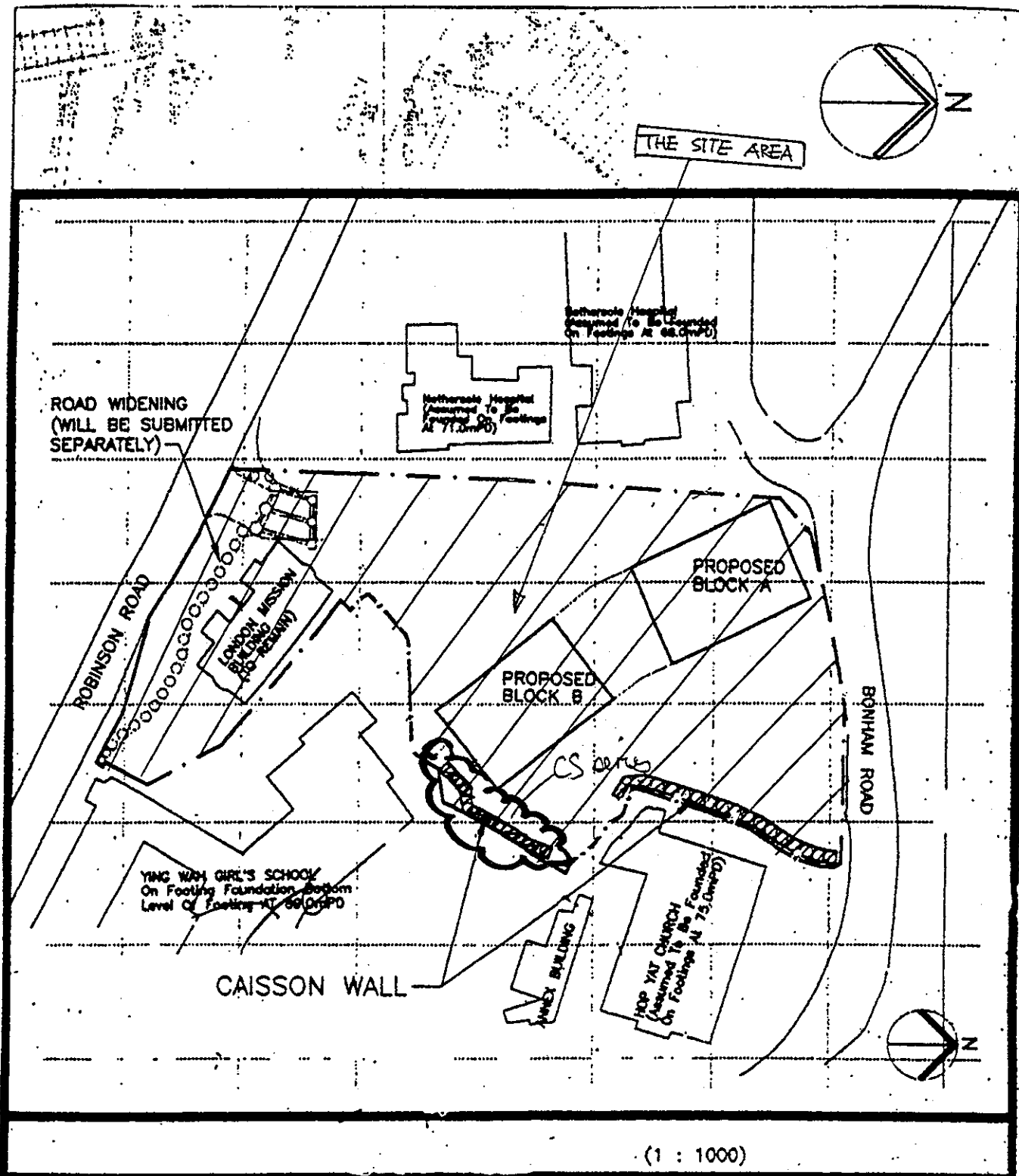
SLOPE/RETAINING WALL LOCATION *No. 10 Bonham Road.*

LOCATION PLAN (indicate scale)

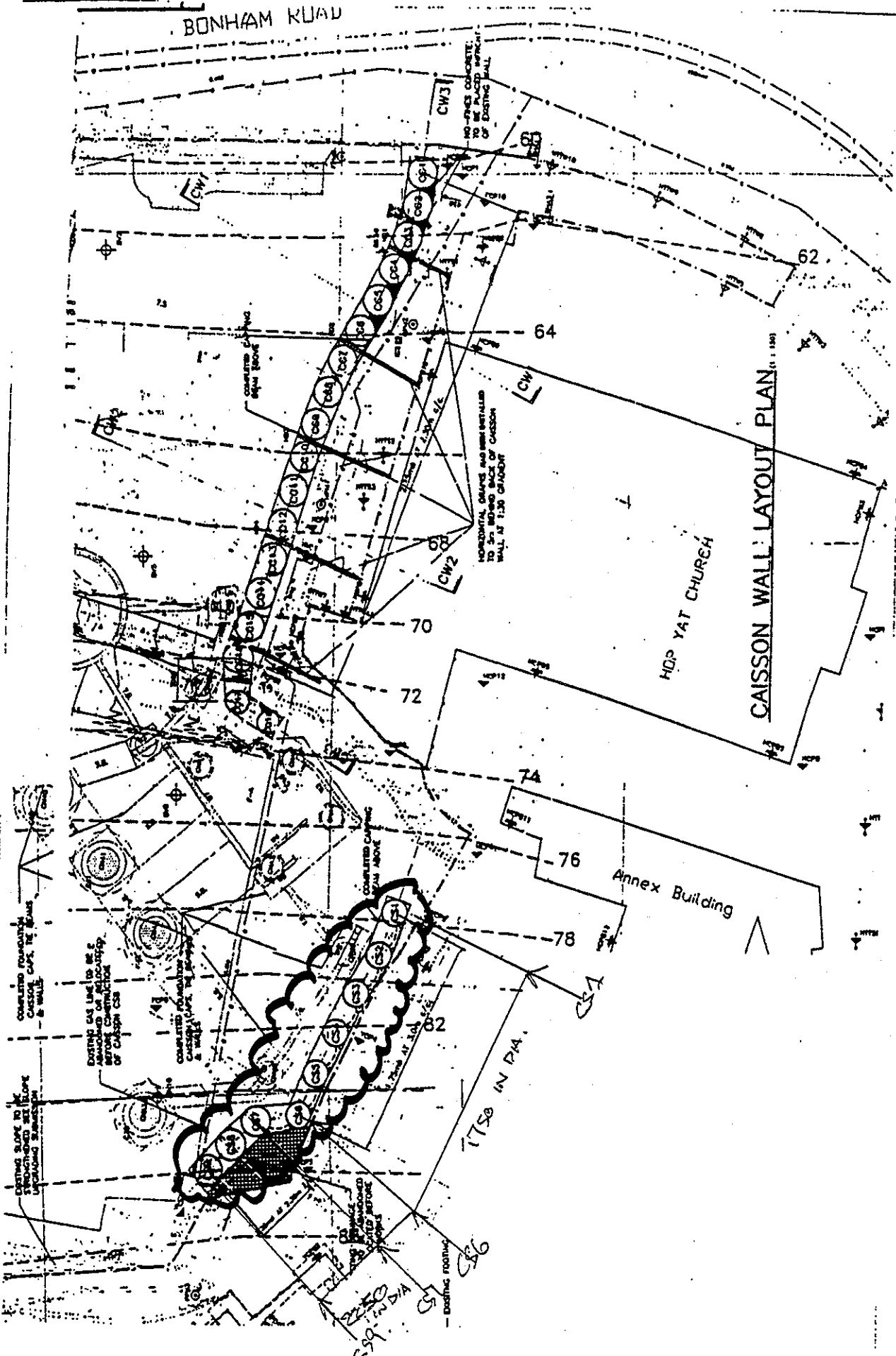
SEE ATTACHMENT

SITE PLAN (indicate scale)

SEE ATTACHMENT



LOCATION PLAN



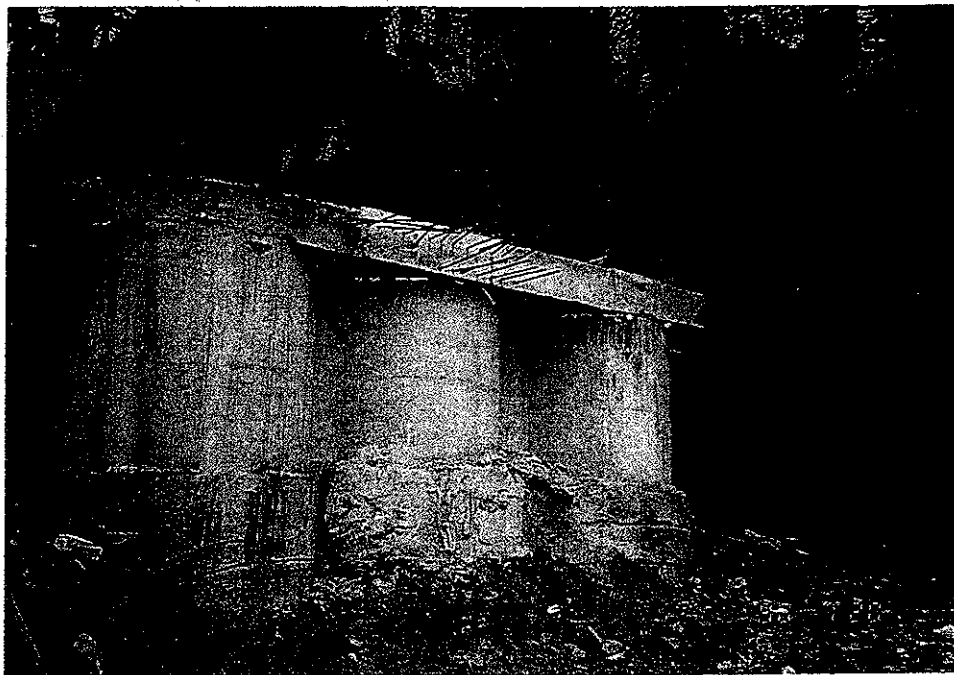
SITE PLAN

SLOPE/RETAINING WALL RECORD (SHEET 3 OF 3)

SLOPE/RETAINING WALL REFERENCE NO. *CAYSON WALL CS SERIES*

SLOPE/RETAINING WALL LOCATION *10 Bonham Rd H.K.*

RECORD PHOTOGRAPHS (with comments and reference no.)



*View of CS Series retaining wall from West*

Note : Add additional record sheets for photographs as necessary.

SLOPE/RETAINING WALL RECORD (SHEET 1 OF 3)									
SLOPE/RETAINING WALL REFERENCE NO. (1) CUT SLOPE AT LOWER PORTION OF AREA "A"									
SLOPE/RETAINING WALL LOCATION 78-80 BONHAM ROAD & 10 BONHAM ROAD									
MAP COORDINATES (1980 DATUM)		E 83370 N 315060		TOE ELEVATION (mPD) +68.25					
TECHNICAL INFORMATION									
SLOPE				RETAINING WALL					
Material Description		CUT SLOPE COMPRISING DFO/CDS.		Type of Wall		/			
Height (m)		17m		Material of Wall					
Length (m)		45m		Height (m)					
Slope Angle		30°		Face Angle					
Berms		No. / Width (m) /		Length (m)					
Slope Surfacing		SPRAYED CONCRETE		Surface Finish					
Drainage		Size		Spacing				Drainage	
Weepholes/horiz. drains/Herringbone drains		75mm. WEAPOLE 65mm. O.D. 40mm. I.P.		1.5m 3.5m				Weepholes/horiz. drains	
U-channels at crest on berms at toe		225U 225U 225		/				U-channels at crest at toe	
Stepped-channels		450U		/					
Location and Details of Utility Services Nil.									
INFORMATION ON RISK-TO-LIFE CATEGORY									
What is at risk if this slope or retaining wall fails?									
AT CREST		(a) Description YING WAI GIRLS SCHOOL			(b) Distance 17m				
AT TOE		(b) Description BONHAM ROAD			(b) Distance 0m				
Risk-To-Life Category : HIGH / LOW / NEGLIGIBLE (Refer to Table 5.2 of Geotechnical Manual for Slopes)									
GENERAL INFORMATION									
Date of construction : APRIL 1998				Contractor : Chun Yip Construction Co., Ltd					
Date of ground investigation : OCT 94 TO OCT 95				Contractor : Asia Geotechnical Eng. Ltd					
Designed by (Firm) : Philip Co & Associates									
As-constructed drawing no. : RSE 01 TO RSE -17									
Nearest rainguage :									
OTHER INFORMATION									
BUILDING PLATFORM SITUATED ABOVE THE SLOPE FOUNDED ON CAISSON FOUNDATION. A MASS CONCRETE WALL & SCREEN WALL AS PART OF SUPERSTRUCTURE ARE LOCATED ALONG THE TOE OF CUT SLOPE TO RETAIN THE LEVEL DIFFERENCE BETWEEN THE SLOPE AND PLATFORM ALONG BONHAM ROAD									
Record sheet prepared by RILEY SIK YING				Firm PEA					
Date 12/1/2001									
Note : (1) The Geotechnical Engineering Office can provide a slope or retaining wall reference number on request.									

SLOPE/RETAINING WALL RECORD (SHEET 2 OF 3)

SLOPE/RETAINING WALL REFERENCE NO. CUT SLOPE AT LOWER PORTION  
OF AREA 4A4

SLOPE/RETAINING WALL LOCATION 78-80 ROBINSON ROAD

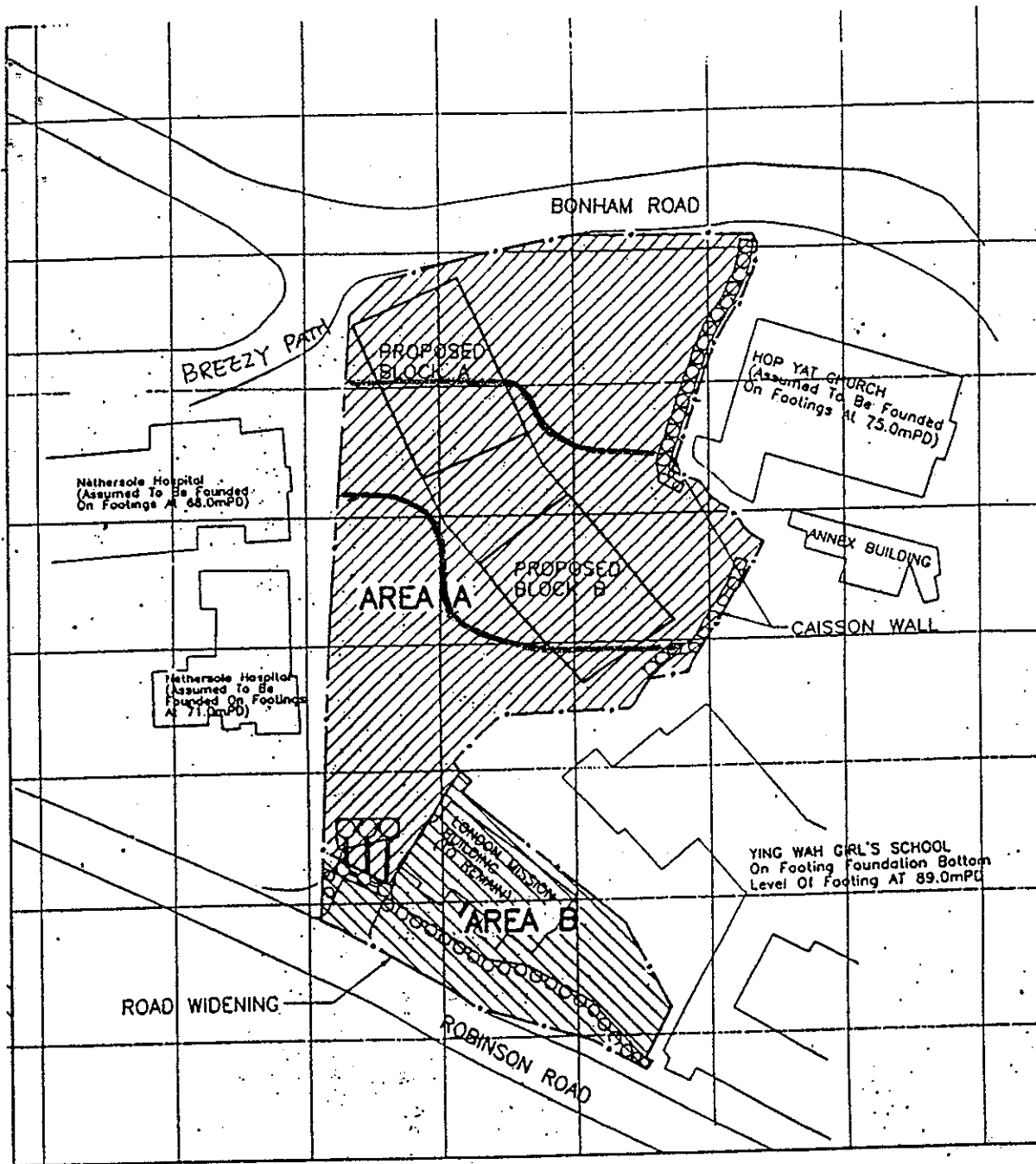
LOCATION PLAN (indicate scale)

SEE ATTACHMENT  
(1:1000)

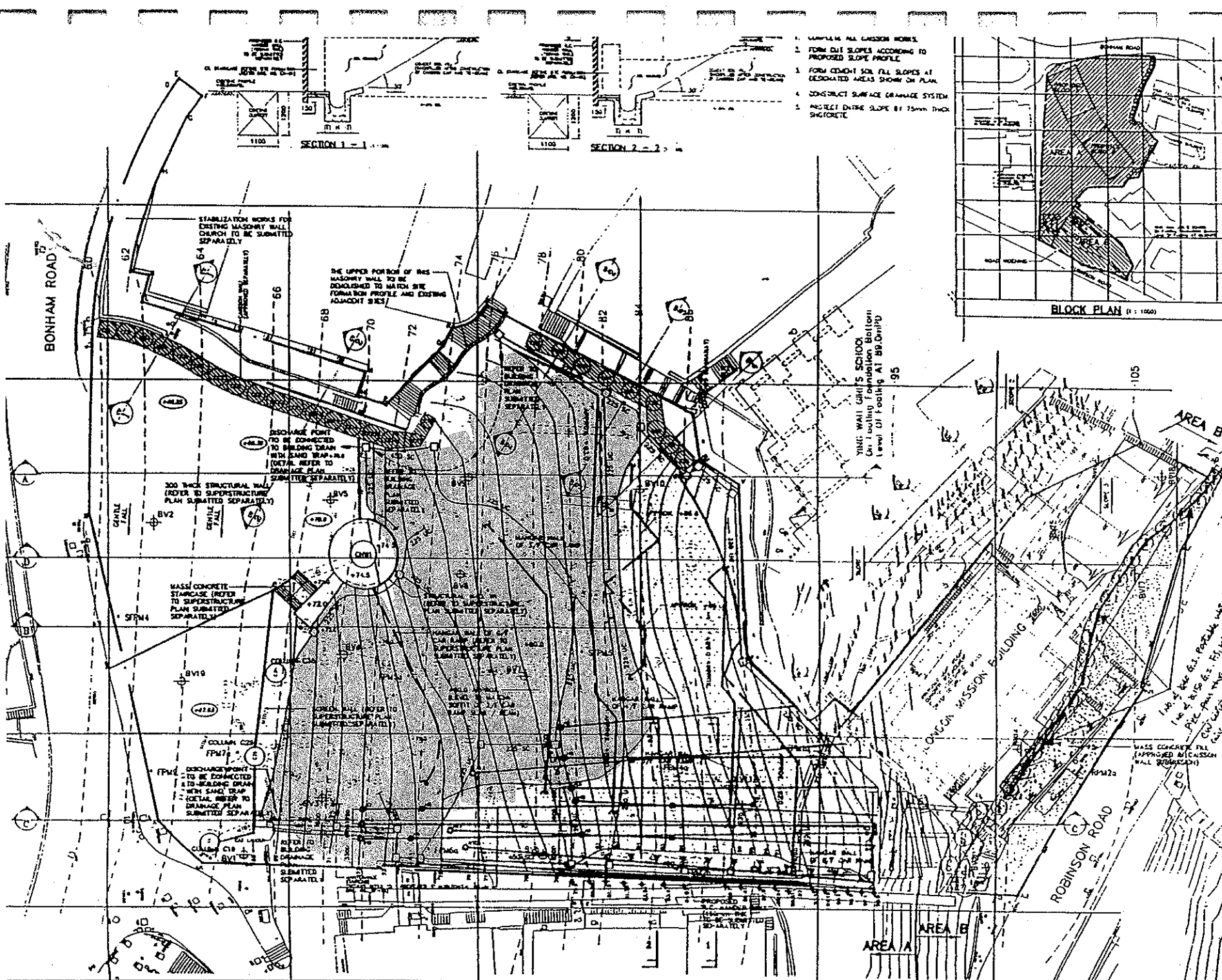
SITE PLAN (indicate scale)

SEE ATTACHMENT  
(1:500)

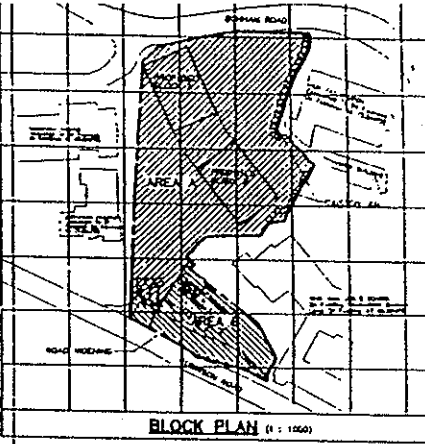




**BLOCK PLAN** (1 : 1000)



1. MAINTAIN ALL EXISTING WORKS.
2. FORM OUT SLOPES ACCORDING TO PROPOSED SLOPE PROFILE.
3. FORM CEMENT SOIL FILL SLOPES AT DESIGNATED AREAS SHOWN ON PLAN.
4. CONSTRUCT SURFACE DRAINAGE SYSTEM.
5. PROTECT EXISTING SLOPE BY 75mm THICK SHOTCRETE.



- EXISTING DRAINAGE (BY 1871-1872) DISTRICT TIAL AT
- SITE BOUNDARY
  - - - - - DETERMINED SLOPE DIVISION LINE
  - SOIL CEMENT FILL SLOPE (30 WALL)
  - PROPOSED FOUNDATION LEVEL
  - PROPOSED 30' FILL SLOPE
  - EXISTING LEVEL
  - PROPOSED 5' HORIZONTAL DRAIN H1 TO H2 = 35m LONG, H10 TO H11 = 45m LONG & H13 = 60m LONG
  - PROPOSED CATCHPI
  - PROPOSED PIERCEMENTS WITH HALLOW BUCKETS
- NOTES FOR HORIZONTAL DRAIN LAYING NEAR
1. TOLERANCE OF DRILLING WORK SHALL BE 1:50 HORIZONTAL DRAIN SHALL NOT COLLIDE WITH EXISTING CAISSONS.
  2. PRIOR TO COMMENCEMENT OF H11 DRILLING SETTING OUT SHALL BE CARRIED OUT ON SITE TO ENSURE ALIGNMENT OF H11 IS RUNNING PERPENDICULAR TO THE CENTRE LINE OF CTS & CTR.

- NOTES: -
1. FOR DETAILS OF STRUCTURAL WALLS, REFER TO SUPERSTRUCTURE PLANS SUBMITTED SEPARATELY.
  2. FOR DETAILS OF CAISSON WALLS C01 TO C08 AND C51 TO C58, REFER TO APPROVED CAISSON WALL PLAN SUBMITTED SEPARATELY.
  3. FOR DETAILS OF CAISSON WALLS C09 TO C20 AND C41 TO C48 REFER TO APPROVED ROAD WEEDING PLAN SUBMITTED SEPARATELY.
  4. THE EXISTING SLOPE SURFACE FOR AREA A TO BE PROTECTED BY 75mm THICK SHOTCRETE. REFER TO ERG NO. SP-11 FOR SPECIFICATIONS AND DETAILS OF SHOTCRETE.
  5. FOR ALL COMPLETED SLOPES AND RETAINING WALLS FOR WHICH THE OWNERS OF THE DEVELOPMENT HAVE MAINTENANCE RESPONSIBILITY THE INFORMATION REQUESTED IN PHAP 188, 189 AND 185 WILL BE SUBMITTED TOGETHER WITH THE FORM DATA.

1	11/04/00	MAINTENANCE STAIRCASE REVISION
2	11/04/00	APPROVED BY 2.0
3	01/04/01	HORIZONTAL DRAIN HOOD
4	11/04/01	STAIRCASE REVISION
5	11/04/01	STAIRCASE REVISION
6	24/02/01	APPROVED BY 8.8
7	30/12/00	HORIZONTAL DRAIN HOOD
8	30/12/00	APPROVED BY 8.8
9	11/04/01	SECTION 1-1 REVISED
10	30/04/00	RETAINING WALL HOOD
11	11/04/01	APPROVED BY 8.8
12	01/04/01	APPROVED BY 8.8

MA LEUNG & ASSOCIATES ARCHITECTS & ENGINEERS (HONG KONG) LTD.

HO & LAM CONSULTING ENGINEERS LTD.

78-80 ROBINSON ROAD AND 10 BONHAM ROAD, HONG KONG

**SITE PLAN**

PHILIP SO & ASSOCIATES

118

Drawn: MCV  
Checked: YL  
Designed: JG

SLOPE/RETAINING WALL RECORD (SHEET 3 OF 3)

SLOPE/RETAINING WALL REFERENCE NO. CUT SLOPE AT LOWER PORTION OF AREA "A"

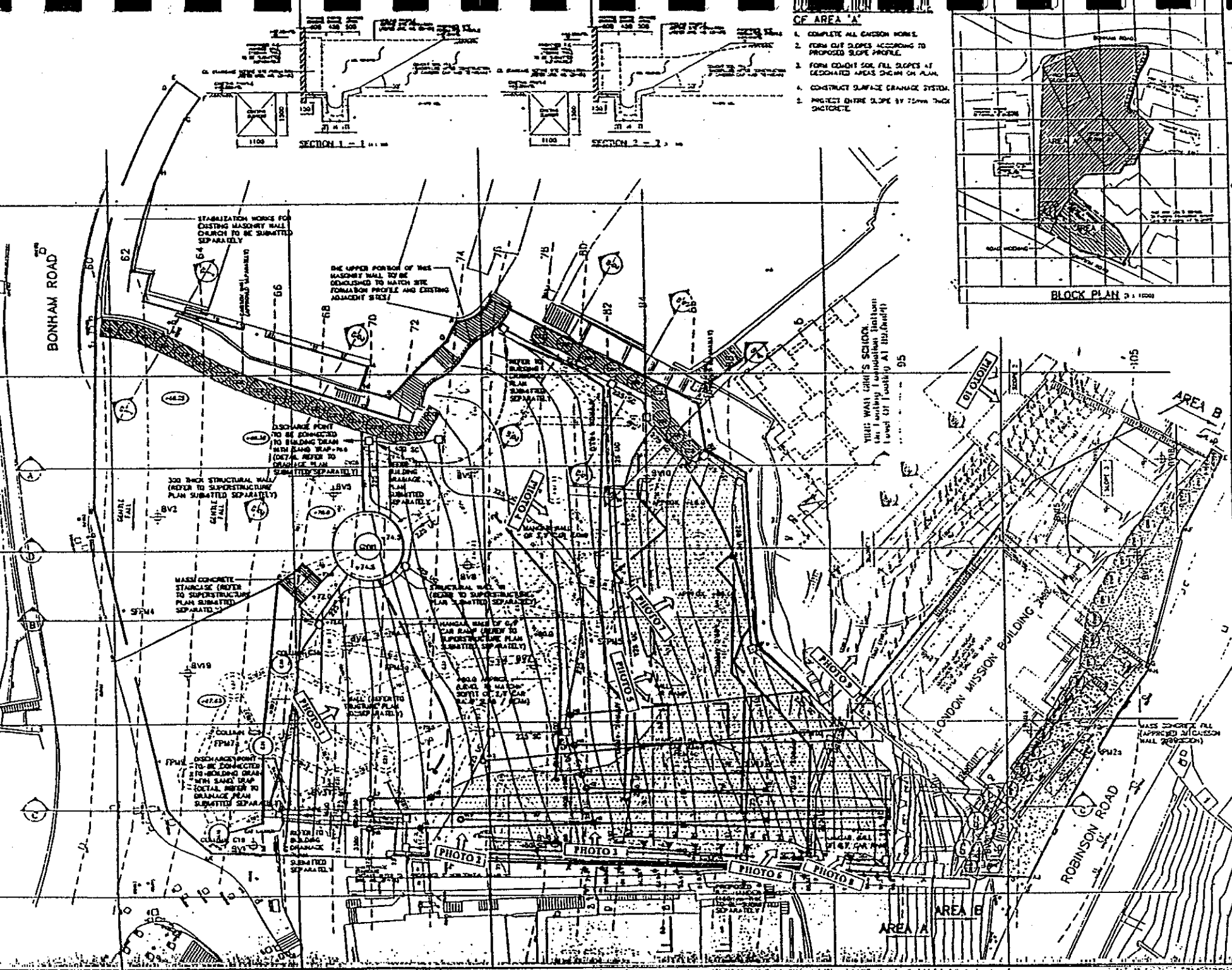
SLOPE/RETAINING WALL LOCATION 78-80 ROBINSON ROAD & 10 BONHAM ROAD

RECORD PHOTOGRAPHS (with comments and reference no.)

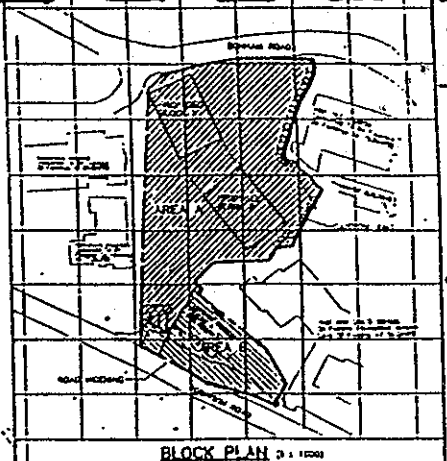
TOTAL 3 NOS. OF PHOTOS.

SEE ATTACHMENTS

Note : Add additional record sheets for photographs as necessary.



- ### CF AREA 'A'
1. COMPLETE ALL CAISSON WORKS.
  2. FORM CUT SLOPES ACCORDING TO PROPOSED SLOPE PROFILE.
  3. FORM COUPE SOIL FILL SLOPES AT DESIGNATED AREAS DRAWN ON PLAN.
  4. CONSTRUCT SURFACE DRAINAGE SYSTEM.
  5. PROTECT ENTIRE SLOPE BY 75MM THICK CONCRETE.



- EXISTING BOREHOLE (BM)-PILL BVS
- EXISTING TIAL PT
- LOT BOUNDARY
- DEFINED BULK EXCAVATION
- 10% GRADIENT
- FILL SLOPE (30% MAX.)
- PROPOSED FORMATION LEVEL
- PROPOSED 50% FILL SLOPE
- EXISTING LEVEL
- PROPOSED 5' HORIZONTAL DRAIN HI TO H8 -15M LONG, HI TO H12 -40M LONG & H13 -60M LONG
- PROPOSED CATCHPIT
- PROPOSED MECHANISMS WITH HALCROW BUCKETS

- NOTES:-**
1. TOLERANCE OF DRILLING WORK SHALL BE ±150 FOR HORIZONTAL DRAIN SHALL NOT COLLIDE WITH EXISTING CAISSONS.
  2. PRIOR TO COMMENCEMENT OF HIS DRILLING SETTING OUT SHALL BE CARRIED OUT ON SITE TO OBTAIN ALIGNMENT OF ALL IS RUNNING PERPENDICULAR TO THE CENTRE LINE OF CTS & CTF.

- NOTES:-**
1. FOR DETAILS OF STRUCTURAL WALLS, REFER TO SUPERSTRUCTURE PLANS SUBMITTED SEPARATELY.
  2. FOR DETAILS OF CAISSON WALLS C01 TO C05 & C01 TO C05, REFER TO APPROVED CAISSON WALL PLAN SUBMITTED SEPARATELY.
  3. FOR DETAILS OF CAISSON WALLS T01 TO T05 AND C07 TO C08 REFER TO APPROVED CAISSON WALL PLAN SUBMITTED SEPARATELY.
  4. THE EXISTING SLOPE SURFACE FOR AREA 'A' IS TO BE PROTECTED BY 75MM THICK CONCRETE. REFER TO Dwg. NO. SP-13 FOR SPECIFICATIONS AND DETAILS OF CONCRETE.
  5. FOR ALL COMPLETED SLOPES AND RETAINING WALLS FOR WHICH THE OWNERS OF THE DEVELOPMENT HAVE MAINTENANCE RESPONSIBILITY THE INFORMATION REQUESTED IN PHAP 166, 163 AND '58 WILL BE SUBMITTED TOGETHER WITH THE FORM 8A14.

1	11/11/78	MAINTENANCE STAIRCASE REVISED
2	12/21/78	APPROVED BY LS
3	20/24/79	EXCAVATION DRAW ADD
4	22/24/79	STAIRCASE REVISED
5	23/24/79	STAIRCASE REVISED
6	24/22/79	APPROVED BY LS
7	25/12/79	HORIZONTAL DRAIN ADD
8	26/24/79	APPROVED BY LS
9	27/24/79	SECTION 1-1 REVISED
10	27/24/79	RETAINING WALL ADD
11	27/24/79	APPROVED BY LS
12	27/24/79	APPROVED BY LS
13	27/24/79	APPROVED BY LS
14	27/24/79	APPROVED BY LS
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99	27/24/79	APPROVED BY LS
100	27/24/79	APPROVED BY LS

MA LEUNG & ASSOCIATES  
ARCHITECTS & ENGINEERS  
(HONG KONG) LTD.

HO & LAM CONSULTING  
ENGINEERS LTD.

Project File:  
78-80 ROBINSON ROAD AND  
10 BONHAM ROAD,  
HONG KONG.

Drawing No:  
As-built-Record plan  
for site photos

**PHILIP SO & ASSOCIATES**  
CONSULTING ENGINEERS AND ARCHITECTS (INCORPORATED IN HONG KONG)  
118, ROBINSON ROAD, HONG KONG

Drawn	BY	Checked	BY
Date	27/24/79	Date	27/24/79
Scale	1:100	Scale	1:100

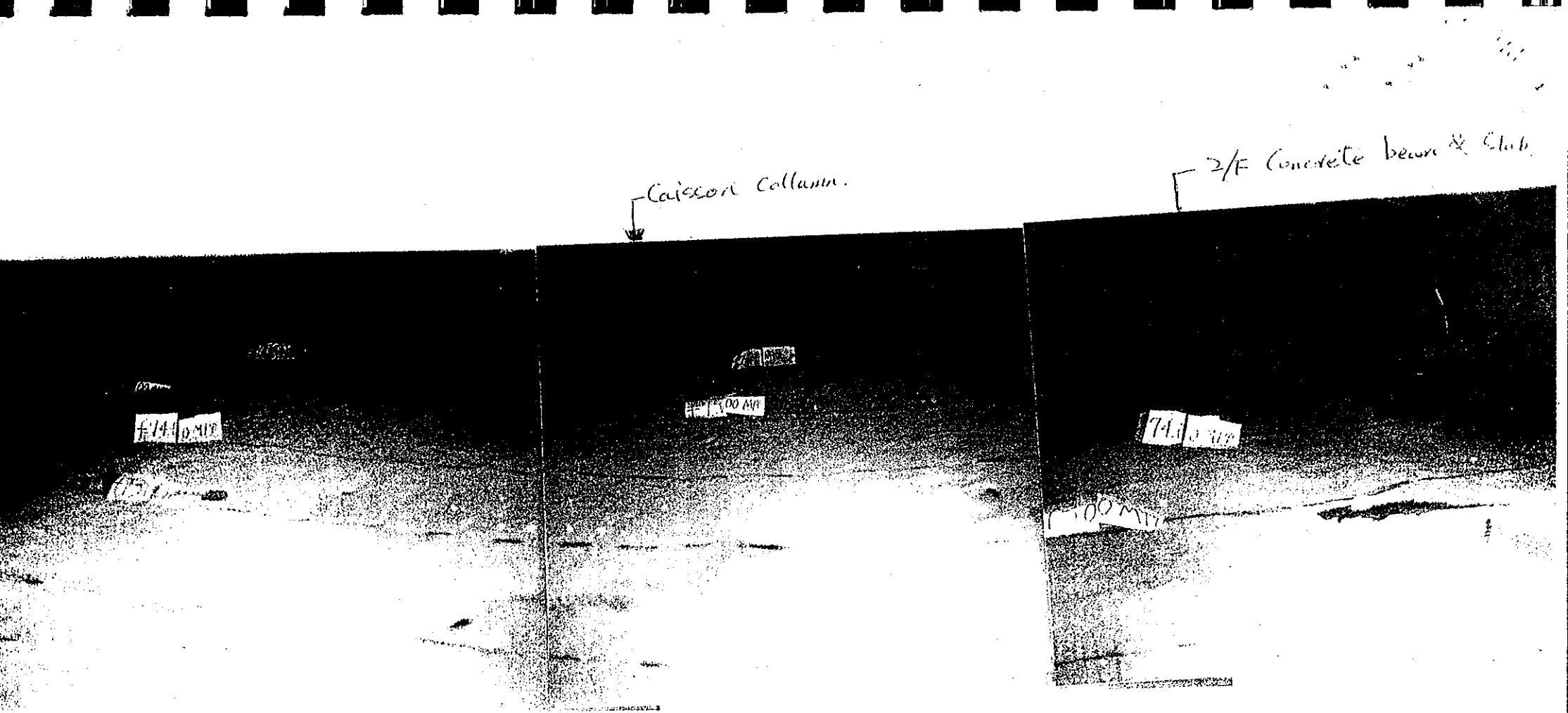


Photo 1 : View of slope under 2/F floor Slab.

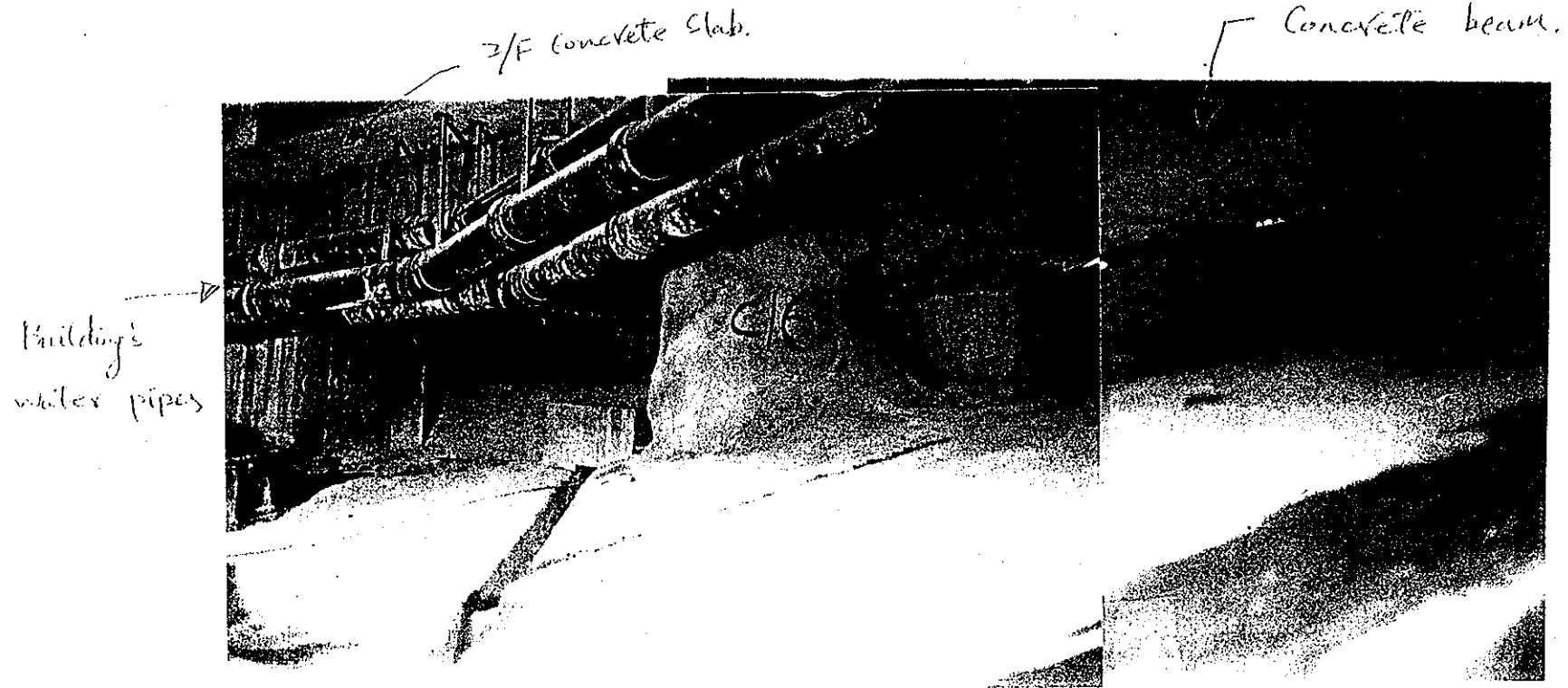
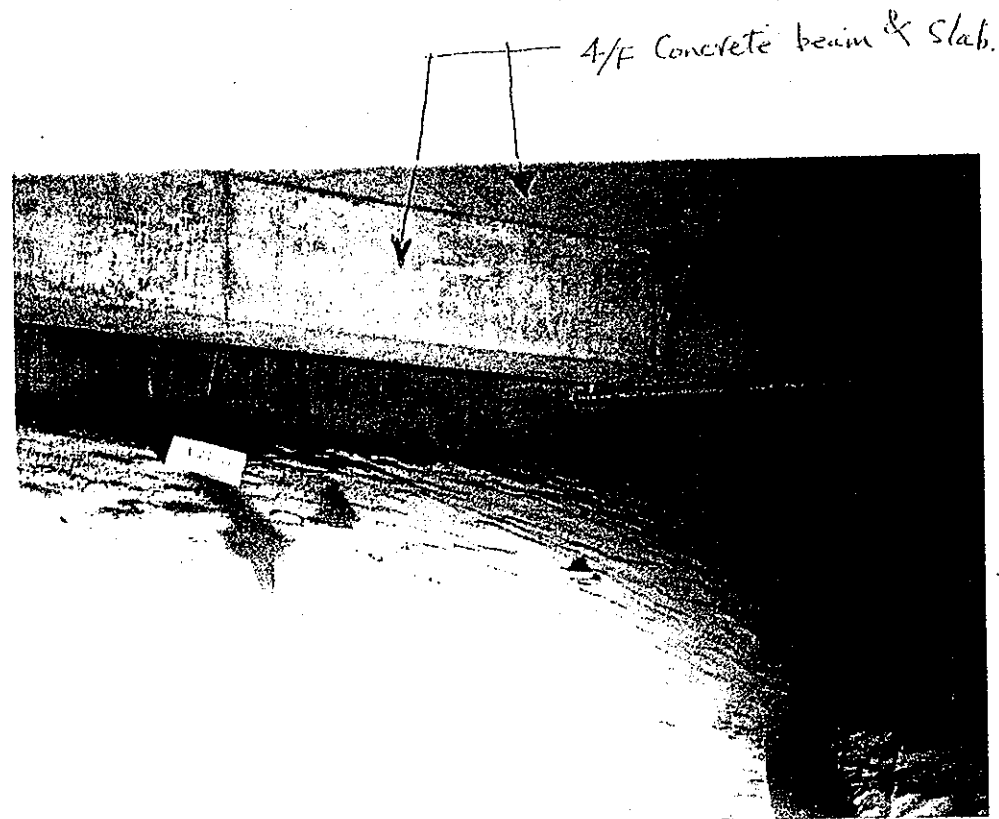


Photo 2: View of slope under 3/F floor slab.



4/F Concrete beam & Slab.

225mm W channel

photo 4 : View of slope under 4/F floor slab.

<b>SLOPE/RETAINING WALL RECORD (SHEET 1 OF 3)</b>							
<b>SLOPE/RETAINING WALL REFERENCE NO.</b> (1) SOIL-CEMENT FILL SLOPE AT AREA "A"							
<b>SLOPE/RETAINING WALL LOCATION</b> 18-80 ROBINSON ROAD & 10 BUNHAM ROAD							
<b>MAP COORDINATES (1980 DATUM)</b> E 833150 N 816010				<b>TOE ELEVATION (mPD)</b> +75.0 mPD			
<b>TECHNICAL INFORMATION</b>							
<b>SLOPE</b>				<b>RETAINING WALL</b>			
Material Description		SOIL-CEMENT FILL.		Type of Wall			
Height (m)		23m		Material of Wall			
Length (m)		10m TO 50m.		Height (m)			
Slope Angle		20°		Face Angle			
Berms		No. — Width (m) —		Length (m)			
Slope Surfacing		SPRAYED CONCRETE.		Surface Finish			
Drainage		Size		Drainage		Size	
Weepholes/horiz. drains/Herringbone drains		75mm WEEPHOLES 65mm o.d. 40mm i.p		Weepholes/horiz. drains			
U-channels at crest on berms at toe		225U 225U 225U		U-channels at crest at toe			
Stepped-channels		450x					
Spacing		1.5m/c		Spacing		3.5m/c	
Location and Details of Utility Services EXISTING NULLAH RUNNING ALONG THE WESTERN EDGE OF SLOPE.							
<b>INFORMATION ON RISK-TO-LIFE CATEGORY</b>							
What is at risk if this slope or retaining wall fails?							
AT CREST		(a) Description ..... ROBINSON ROAD .....			(b) Distance ..... 10m .....		
AT TOE		(b) Description ..... BUNHAM ROAD .....			(b) Distance ..... 25m .....		
Risk-To-Life Category : HIGH / LOW / NEGLIGIBLE (Refer to Table 5.2 of Geotechnical Manual for Slopes)							
<b>GENERAL INFORMATION</b>							
Date of construction : APRIL 1998				Contractor : CHUN YIP			
Date of ground investigation : OCT 94 TO OCT 95				Contractor : ASIA GEOTECHNICAL			
Designed by (Firm) : PHILIP SO & ASSOCIATES							
As-constructed drawing no. : RSF-01 TO RSF-17							
Nearest rainguage :							
<b>OTHER INFORMATION</b>							
5% CEMENT BY WEIGHT MIXED WITH SOIL TO BACK FILL THE SLOPE WITH M.M. 95% OF M.P.D.							
Record sheet prepared by ..... Ricky Yip ..... Firm ..... PSA .....							
Date ..... 12/1/01 .....							
Note : (1) The Geotechnical Engineering Office can provide a slope or retaining wall reference number on request.							



SLOPE/RETAINING WALL RECORD (SHEET 2 OF 3)

SLOPE/RETAINING WALL REFERENCE NO. ~~SOIL-CONCRETE~~ FULL SLOPE AT AREA "A"

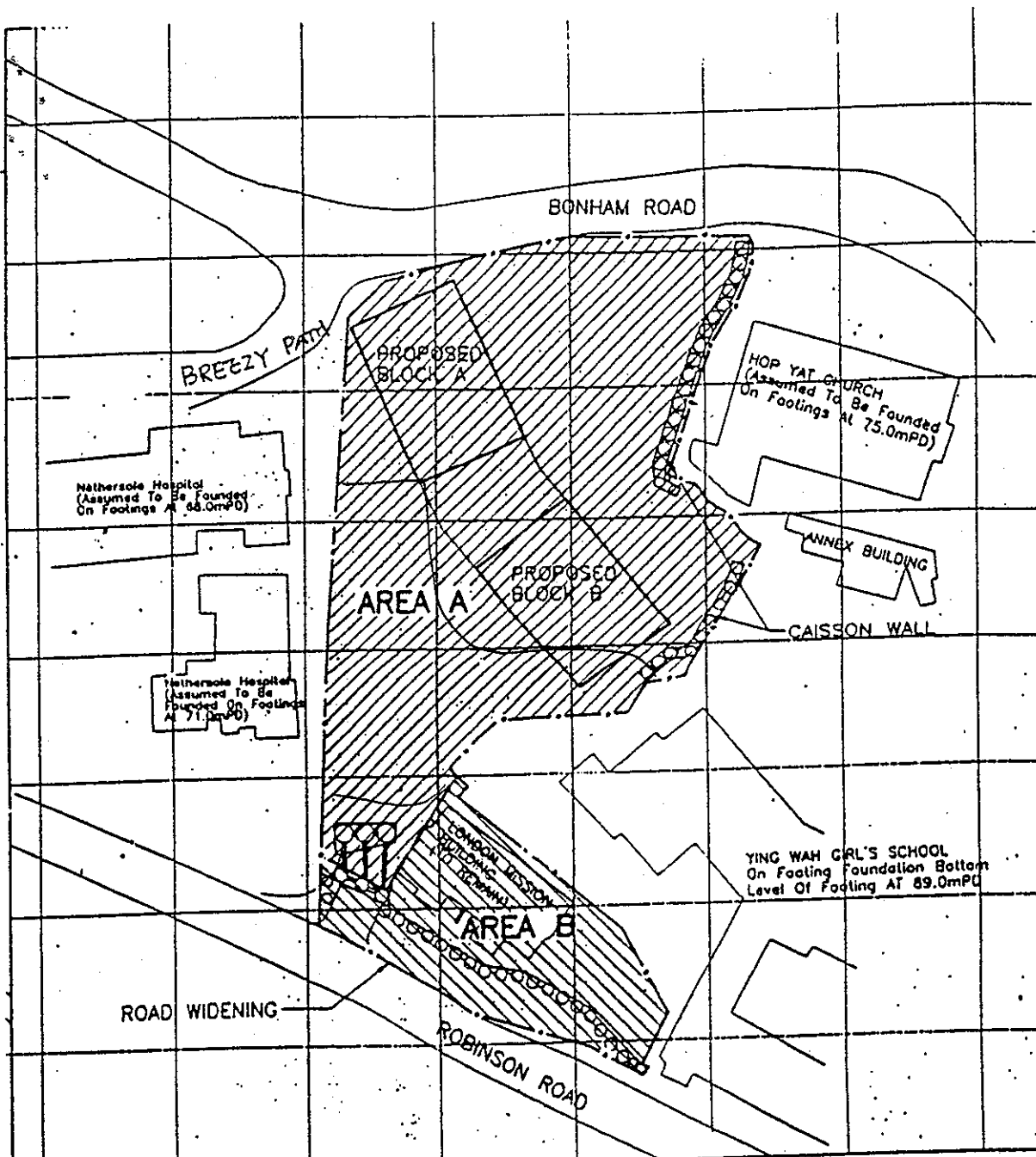
SLOPE/RETAINING WALL LOCATION 78-80 ROBINSON ROAD & 10 BONHAM ROAD

LOCATION PLAN (indicate scale)

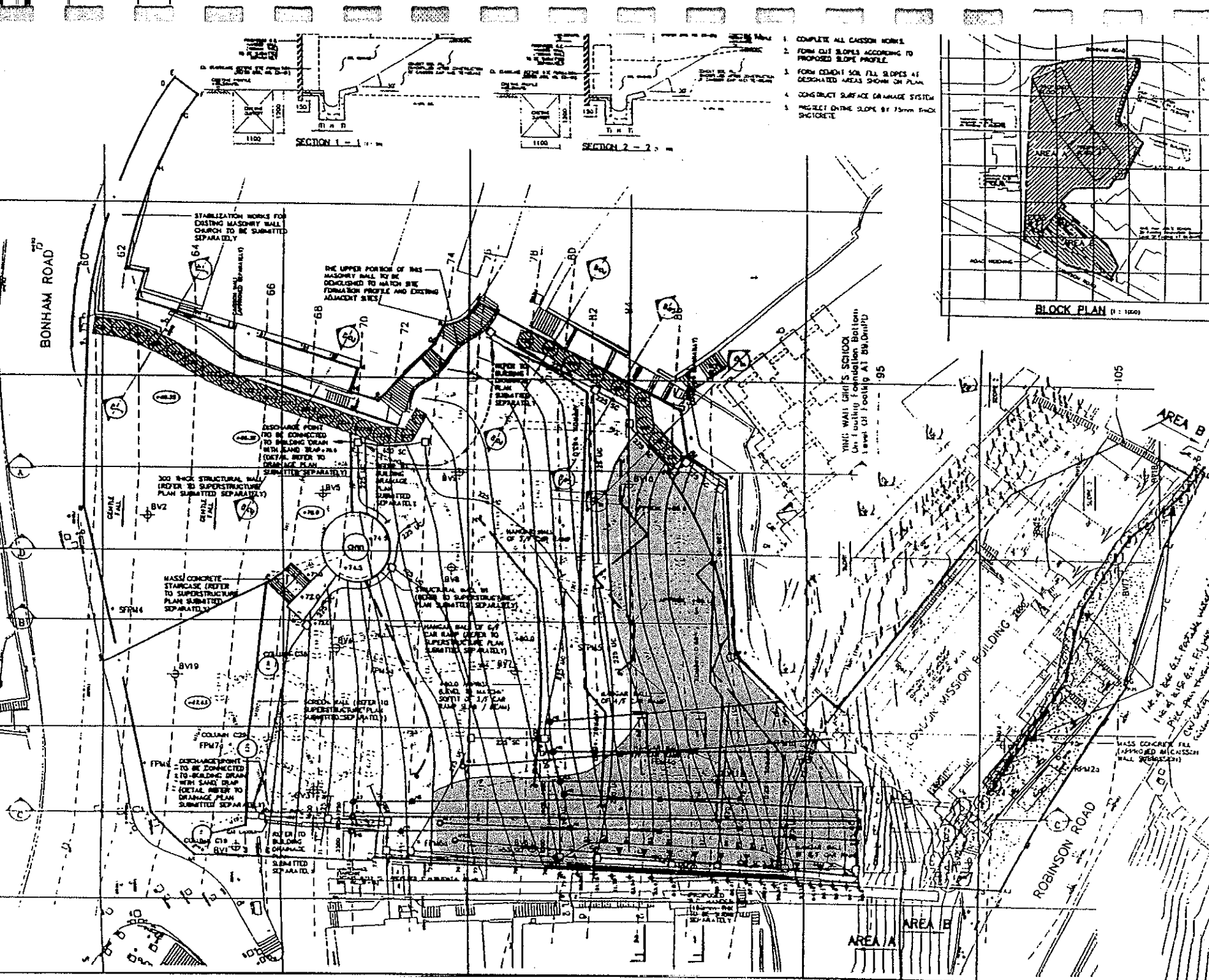
~~SEE~~ ATTACHMENT.  
(1:6000)

SITE PLAN (indicate scale)

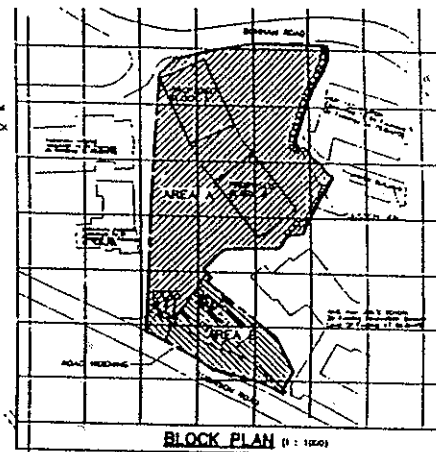
~~SEE~~ ATTACHMENT.  
(1:500)



BLOCK PLAN (1 : 1000)



1. COMPLETE ALL CAISSON WORKS.
2. FORM OUT SLOPES ACCORDING TO PROPOSED SLOPE PROFILE.
3. FORM EXHAUST SOIL FILL SLOPES AT DESIGNATED AREAS SHOWN ON PLAN.
4. CONSTRUCT SURFACE DRAINAGE SYSTEM.
5. PROTECT ON THE SLOPE BY 75mm THICK SHOTCRETE.



- NOTES ON HORIZONTAL DRAIN DRILLING WORK:**
1. TOLERANCE OF DRILLING WORK SHALL BE 1:150. HORIZONTAL DRAIN SHALL NOT COLLIDE WITH EXISTING CAISSONS.
  2. PRIOR TO COMMENCEMENT OF HILL DRILLING SETTING OUT SHALL BE CARRIED OUT ON SITE TO ENSURE ALIGNMENT OF H13 IS REMAINING PERPENDICULAR TO THE CENTER LINE OF CTS & CTS.

- NOTES:-**
1. FOR DETAILS OF STRUCTURAL WALLS, REFER TO SUPERSTRUCTURE PLANS SUBMITTED SEPARATELY.
  2. FOR DETAILS OF CAISSON WALLS OCT TO COT4 AND OCT TO COT5, REFER TO APPROVED CAISSON WALL PLAN SUBMITTED SEPARATELY.
  3. FOR DETAILS OF CAISSON WALLS COT6 TO COT21 AND OCT TO COT4 REFER TO APPROVED ROAD WEIGHING PLAN SUBMITTED SEPARATELY.
  4. THE EXISTING SLOPE SURFACE FOR AREA 'A' IS TO BE PROTECTED BY 75mm THICK SHOTCRETE. REFER TO G.C. AND S.F.-13 FOR SPECIFICATIONS AND DETAILS OF SHOTCRETE.
  5. FOR ALL COMPLETED SLOPES AND RETAINING WALLS FOR WHICH THE OWNERS OF THE DEVELOPMENT HAVE MAINTENANCE RESPONSIBILITY THE INFORMATION REQUESTED IN PHAP 165, 183 AND 185 WILL BE SUBMITTED TOGETHER WITH THE FORM B-14.

2	12/01/20	INTENSIVE STAKEOUT WORKS
3	12/28/19	APPROVED BY 2.2
4	26/08/19	HORIZONTAL DRAIN NOOD
5	22/04/19	CHANGE REVISED
6	22/04/19	CHANGE REVISED
7	24/02/19	APPROVED BY 8.0
8	18/01/19	HORIZONTAL DRAIN NOOD
9	22/04/19	APPROVED BY 8.0
10	18/09/18	SECTION 1111 REVISED
11	22/04/19	RETAINING WALL NOOD
12	22/12/17	APPROVED BY 8.0

MA LEUNG & ASSOCIATES ARCHITECTS & ENGINEERS (HONG KONG) LTD.

HO & LAI CONSULTING ENGINEERS LTD.

Project No. 78-80 ROBINSON ROAD AND 10 BONHAM ROAD, HONG KONG

**SITE PLAN**

**PHILIP SO & ASSOCIATES**  
CONSULTING ENGINEERS AND ARCHITECTS

Scale	1:100
Sheet No.	110
Drawn by	BY
Checked by	VA
Date	27/06/19

SLOPE/RETAINING WALL RECORD (SHEET 3 OF 3)

SLOPE/RETAINING WALL REFERENCE NO. SOIL-CEMENT FILL SLOPE AT AREA "A"

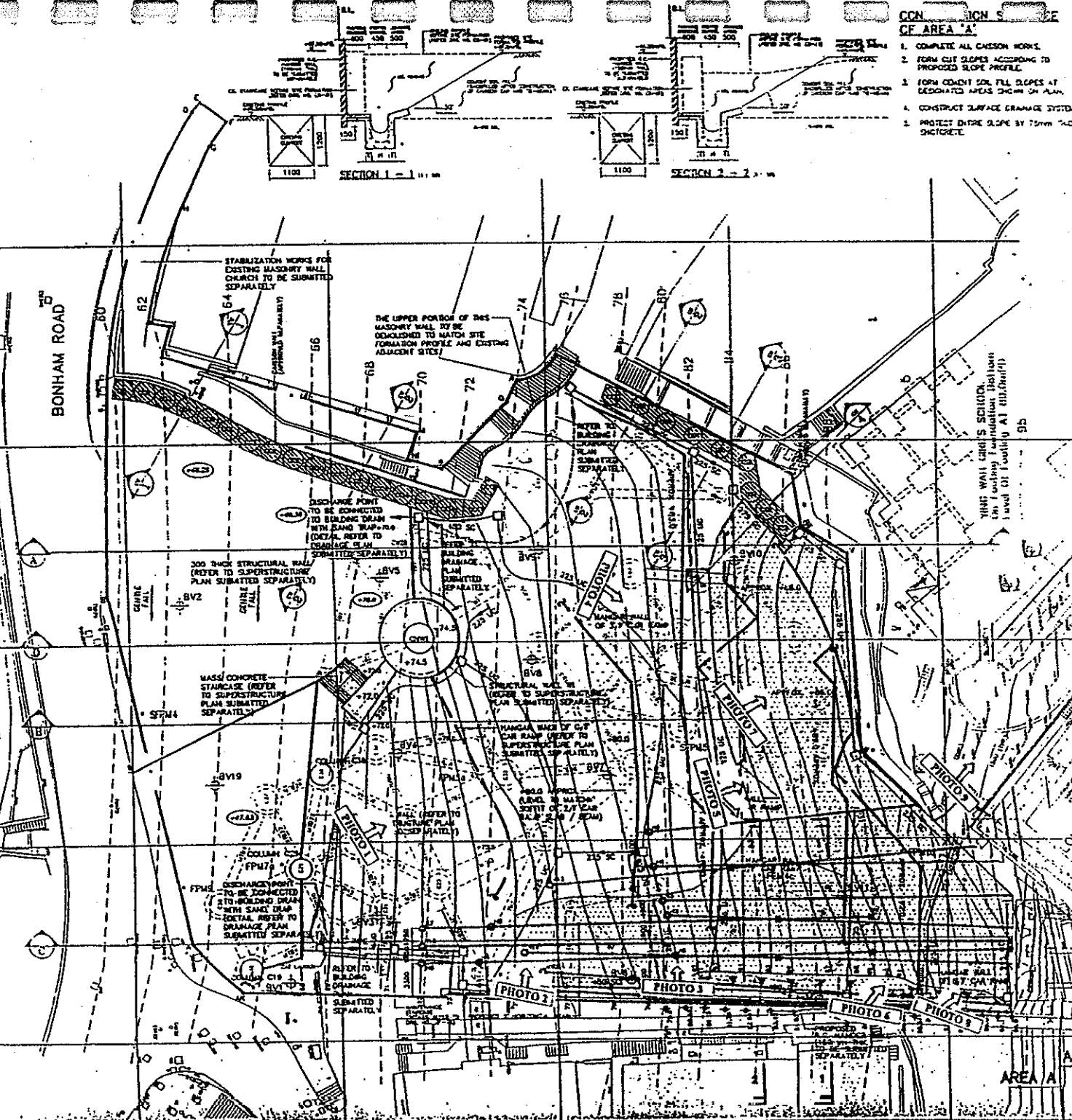
SLOPE/RETAINING WALL LOCATION 78'-to ROBINSON ROAD & 10 BENTLEY ROAD

RECORD PHOTOGRAPHS (with comments and reference no.)

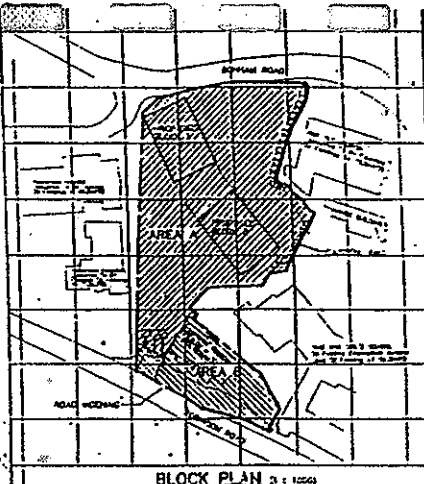
TOTAL NOS. OF PHOTO

SEE ATTACHMENTS

Note : Add additional record sheets for photographs as necessary.



- CONSTRUCTION OF AREA 'A'**
1. COMPLETE ALL CAISSON WORKS.
  2. FORM CUT SLOPES ACCORDING TO PROPOSED PROFILE.
  3. FORM CONANT SOL. FILL SLOPES AT DESIGNATED SPACES ON PLAN.
  4. CONSTRUCT SURFACE DRAINAGE SYSTEM.
  5. PROTECT ENTIRE SLOPE BY 75mm THICK SHOTCRETE.



- LEGEND**
- EXISTING BORDHOLE (BVI-BV1) 300
  - EXISTING DRAIN 20
  - LOT BOUNDARY
  - DETERMINED BANK EXCAVATION LINE
  - 200 CEMENT FULL SLOPE 1:0.5 H:V:1
  - PROPOSED FORMATION LEVEL
  - PROPOSED 5% FILL SLOPE
  - EXISTING LEVEL
  - PROPOSED 1% HORIZONTAL DRAIN TO 100mm LONG, 100 TO 1100 400mm LONG & 113 600mm LONG
  - PROPOSED CATCHPIT
  - PROPOSED PHOTOPOINTS WITH WALKWAY GRATES
- NOTES ON HORIZONTAL DRAIN FORMING WORK**
1. TOLERANCE OF DRILLING WORK SHALL BE 1:150. HORIZONTAL DRAIN SHALL NOT COLLIDE WITH EXISTING CAISSONS.
  2. PRIOR TO COMMENCEMENT OF THIS DRILLING SETTING OUT SHALL BE CARRIED OUT ON SITE TO ENSURE ALIGNMENT OF THIS IS REMAINING PERPENDICULAR TO THE CENTRE LINE OF C/S & C/F.

- NOTES:-**
1. FOR DETAILS OF STRUCTURAL WALLS, REFER TO SUPERSTRUCTURE PLANS SUBMITTED SEPARATELY.
  2. FOR DETAILS OF CAISSON WALLS C/S1 TO C/S8 AND C/F1 TO C/F8, REFER TO APPROVED CAISSON WALL PLAN SUBMITTED SEPARATELY.
  3. FOR DETAILS OF CAISSON WALLS C/S9 TO C/S12 AND C/F9 TO C/F12 REFER TO APPROVED ROAD WEIGHING PLAN SUBMITTED SEPARATELY.
  4. THE EXISTING SLOPE SURFACE FOR AREA 'A' IS TO BE PROTECTED BY 75mm THICK SHOTCRETE REFER TO C/S1, C/S2, C/S3-13 FOR SPECIFICATIONS AND DETAILS OF SHOTCRETE.
  5. FOR ALL COMPLETED SLOPES AND RETAINING WALLS FOR WHICH THE DUTY OF THE DEVELOPMENT HAVE MAINTENANCE RESPONSIBILITY THE INFORMATION REQUESTED IN PHAP 156, 153 AND 158 WILL BE SUBMITTED TOGETHER WITH THE FORM DATA.

No.	Date	Description
1	11/04/85	ISSUED FOR PERIODIC REVIEW
2	11/04/85	ISSUED BY E.S.
3	11/04/85	ORIGINAL DRAWN
4	11/04/85	ISSUED BY E.S.
5	11/04/85	ISSUED BY E.S.
6	11/04/85	ISSUED BY E.S.
7	11/04/85	ISSUED BY E.S.
8	11/04/85	ISSUED BY E.S.
9	11/04/85	ISSUED BY E.S.
10	11/04/85	ISSUED BY E.S.
11	11/04/85	ISSUED BY E.S.
12	11/04/85	ISSUED BY E.S.
13	11/04/85	ISSUED BY E.S.
14	11/04/85	ISSUED BY E.S.
15	11/04/85	ISSUED BY E.S.
16	11/04/85	ISSUED BY E.S.
17	11/04/85	ISSUED BY E.S.
18	11/04/85	ISSUED BY E.S.
19	11/04/85	ISSUED BY E.S.
20	11/04/85	ISSUED BY E.S.

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ENGINEERS LTD.

Project No.  
**78-80 BONHAM ROAD AND 10 ROBINSON ROAD, HONG KONG**

Drawing No.  
**As-built - Record plan for site photos**

**PHILIP SO & ASSOCIATES**  
CONSULTING ENGINEERS AND ARCHITECTS

Scale: 1:1000  
Drawing No.: 118  
Project No.: 78-80 BONHAM ROAD AND 10 ROBINSON ROAD, HONG KONG



Concrete beam

Caisson column

225mm Uchannel.

Photo 3: View of slope under 3/F floor slab.

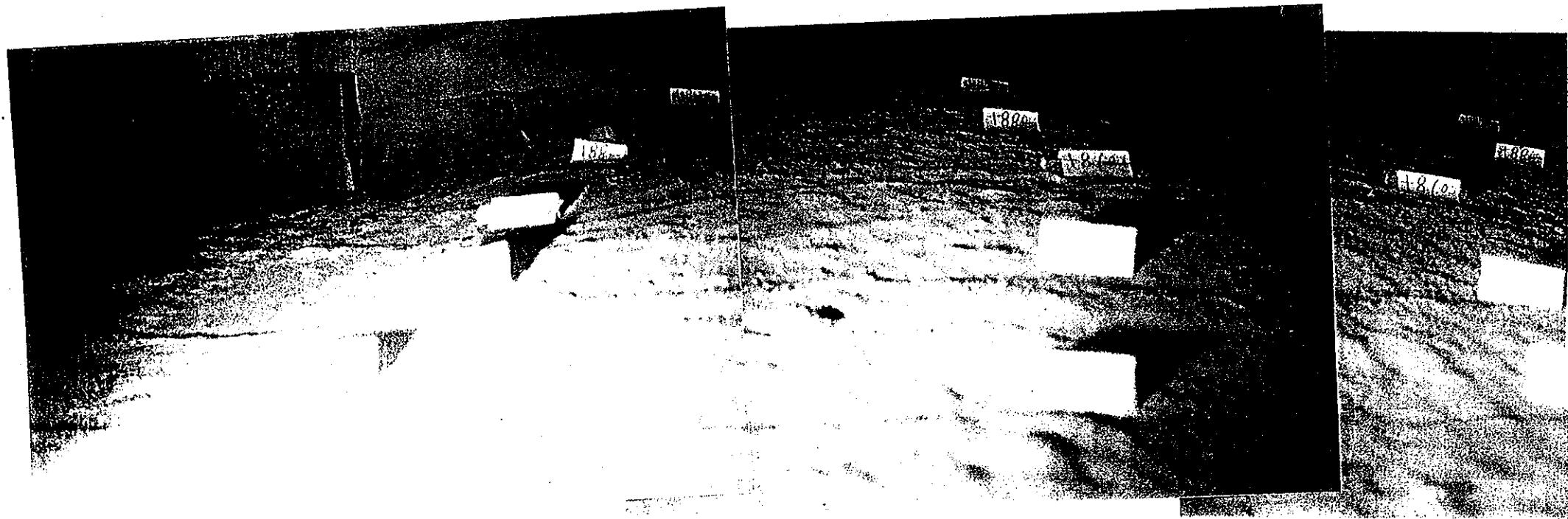
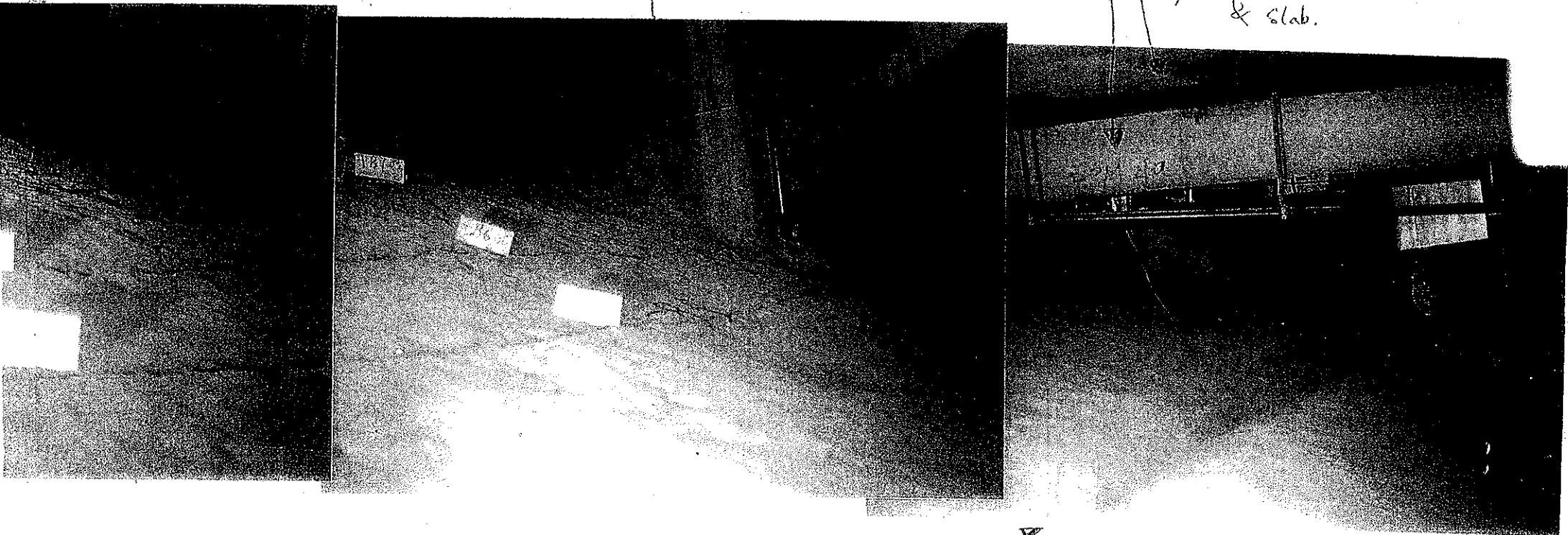


photo 5 : View of slope Under 5/F floor 4



Caisson Column.

5/E Concrete beam  
& slab.



slab.

225mm U channel.



Concrete column

6/F concrete slab



photo 6: View of slope under 6/F floor slab.

Building's water  
pipes

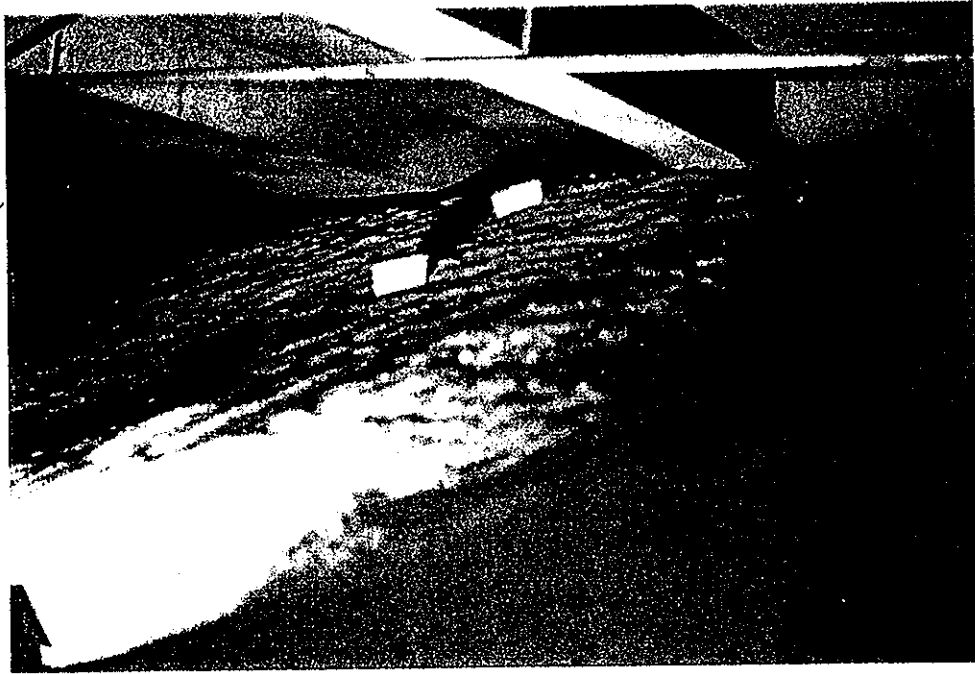
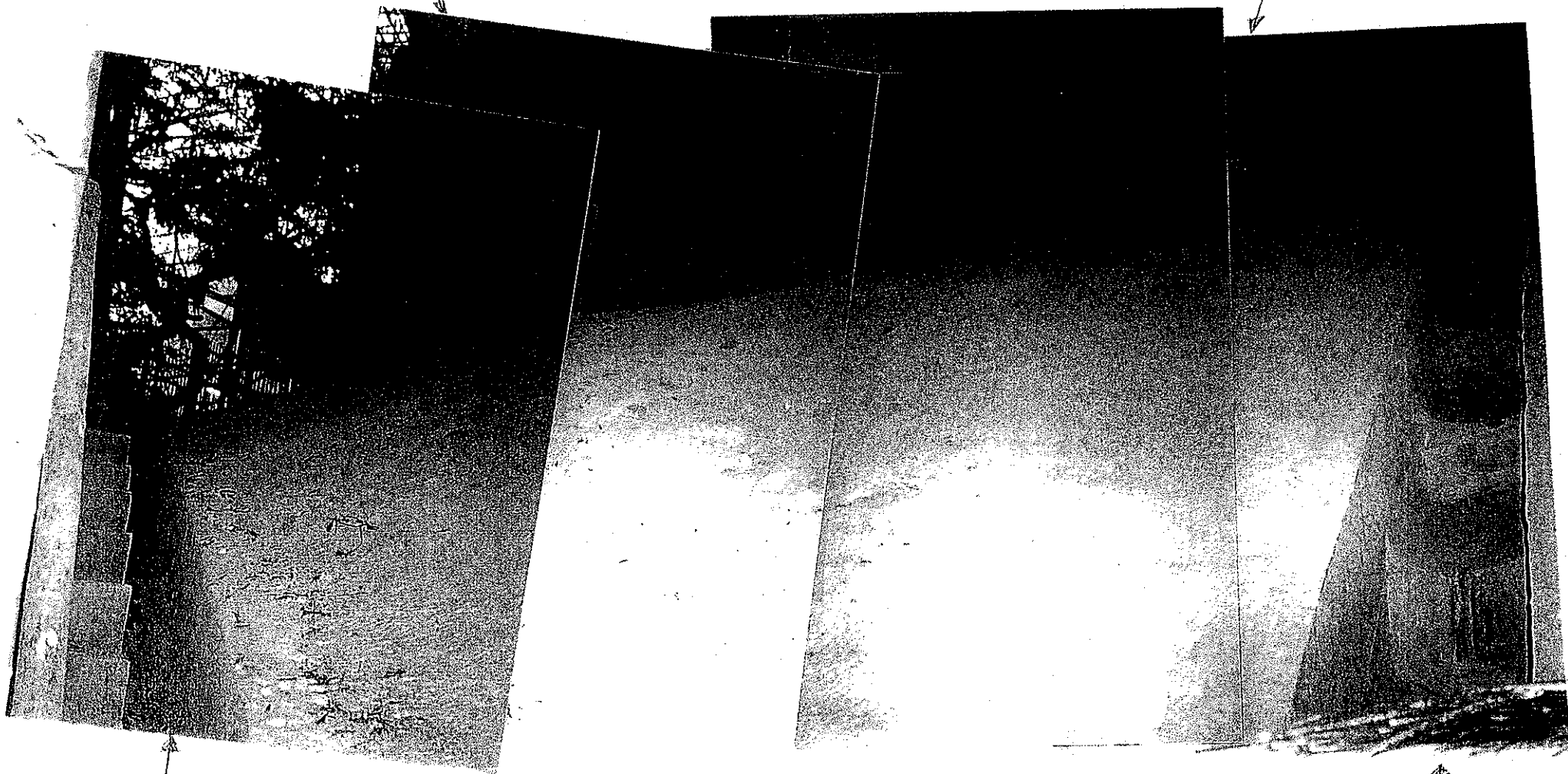


photo 7 = View of slope under 7/F floor slab.

London Mission  
Building

Caisson CF4, CF5 & CF6



225 Uchannel

photo 8: View of slope behind CF series Caisson

450mm  
step-channel.

<b>SLOPE/RETAINING WALL RECORD (SHEET 1 OF 3)</b>							
<b>SLOPE/RETAINING WALL REFERENCE NO.</b> (1) SOIL NAILED SLOPE 2 & 2. RETAINING WALL GIRLS SCHOOL & LONDON MISSION							
<b>SLOPE/RETAINING WALL LOCATION</b> R-80 Robinson Road, 10 Bonhale Road							
<b>MAP COORDINATES (1980 DATUM)</b>				<b>TOE ELEVATION (mPD)</b>			
E 833155 N 815795				+95 mPD			
<b>TECHNICAL INFORMATION</b>							
<b>SLOPE</b>				<b>RETAINING WALL</b>			
<b>Material Description</b>		SOIL NAILED SLOPE		<b>Type of Wall</b>			
<b>Height (m)</b>		8m		<b>Material of Wall</b>			
<b>Length (m)</b>		48m		<b>Height (m)</b>			
<b>Slope Angle</b>		55°		<b>Face Angle</b>			
<b>Berms</b>		No. 1	Width (m) 0.6-1.5	<b>Length (m)</b>			
<b>Slope Surfacing</b>		SPRINTED CONCRETE		<b>Surface Finish</b>			
<b>Drainage</b>		<b>Weepholes/horiz. drains/Herringbone drains</b>	<b>Size</b> 75mm	<b>Spacing</b> 1.5m	<b>Drainage</b>	<b>Weepholes/horiz. drains</b>	<b>Size</b> <b>Spacing</b>
		<b>U-channels at crest on berms at toe</b>	225V	—		<b>U-channels at crest at toe</b>	
		<b>Stepped-channels</b>	—	—			
<b>Location and Details of Utility Services</b> Nil.							
<b>INFORMATION ON RISK-TO-LIFE CATEGORY</b>							
What is at risk if this slope or retaining wall fails?							
<b>AT CREST</b>		(a) Description ..... LONDON MISSION .....			(b) Distance ..... 0m .....		
<b>AT TOE</b>		(b) Description ..... YING WAH GIRLS SCHOOL .....			(b) Distance ..... 3m .....		
Risk-To-Life Category : HIGH / LOW / NEGLIGIBLE (Refer to Table 5.2 of Geotechnical Manual for Slopes)							
<b>GENERAL INFORMATION</b>							
<b>Date of construction :</b> April 1998				<b>Contractor :</b> Chun Yip			
<b>Date of ground investigation :</b> 10/1994 - 10/1995				<b>Contractor :</b> Aca Geotechnical			
<b>Designed by (Firm) :</b> Philip So & Associates							
<b>As-constructed drawing no. :</b> R-01 to R-05							
<b>Nearest rainguage :</b>							
<b>OTHER INFORMATION</b>							
TOTAL nos. SOIL NAIL IN LENGTH FROM 12m TO 17m							
INSTALLED WITH TYPICAL HORIZONTAL SPACING 1.5m THE SUBJECT							
SLOPES ARE LOCATED WITH THE LOT BOUNDARY OF YING WAH							
GIRLS SCHOOL							
<b>Record sheet prepared by</b> Proby S K Yung				<b>Firm</b> PSA			
<b>Date</b> 12/01/00							
<b>Note :</b> (1) The Geotechnical Engineering Office can provide a slope or retaining wall reference number on request.							

SLOPE/RETAINING WALL RECORD (SHEET 2 OF 3)

SLOPE/RETAINING WALL REFERENCE NO. <sup>SOL - NAILED</sup> ~~SOIL - NAIL~~ <sup>SLOPE 2 x 2</sup> ~~RETAINING~~ <sup>BETWEEN YING LIAN GIRL'S SCHOOL & LONDON MISSION</sup>

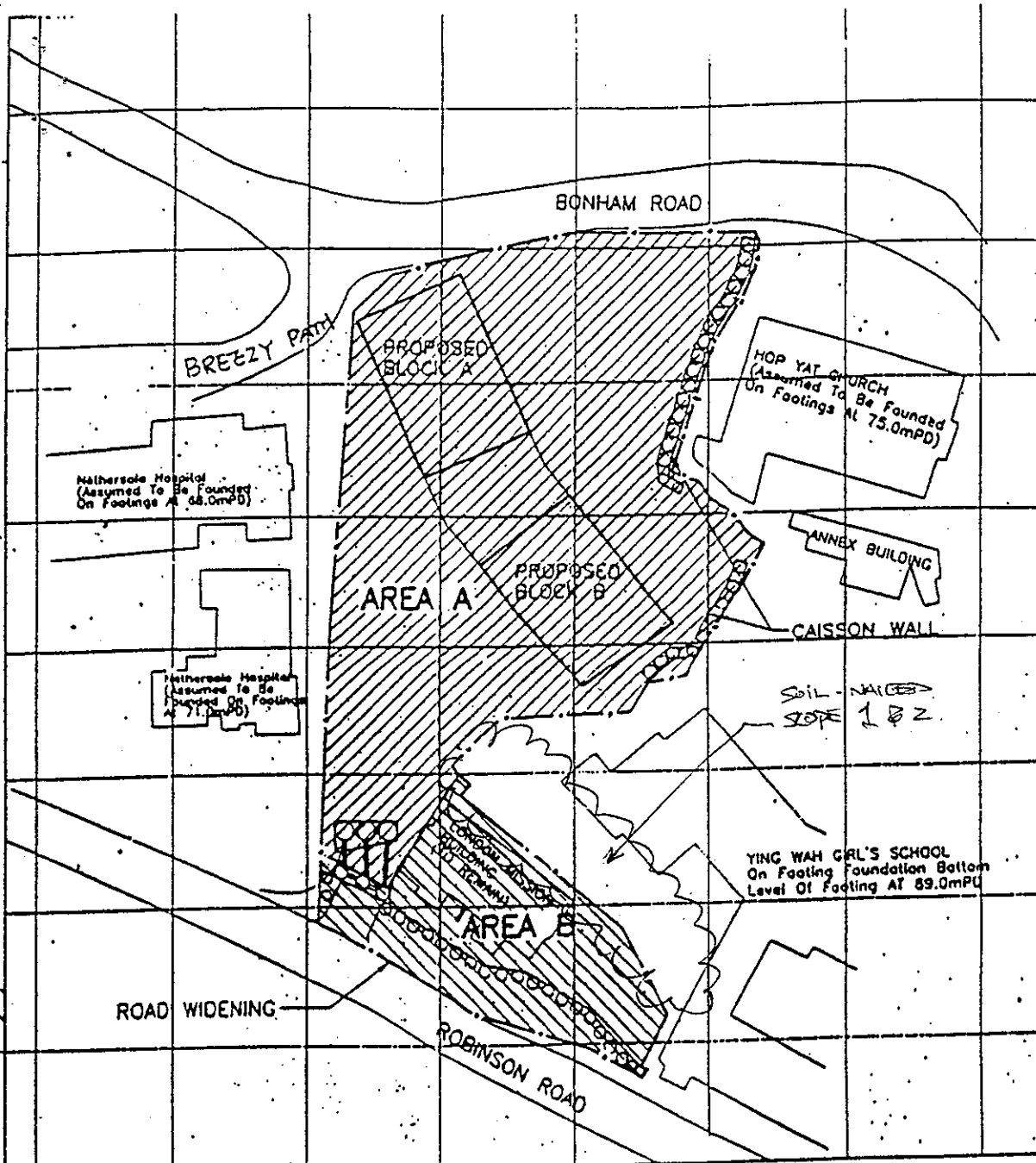
SLOPE/RETAINING WALL LOCATION <sup>78-30 ROBINSON ROAD & 10 BONHAM ROAD</sup>

LOCATION PLAN (indicate scale)

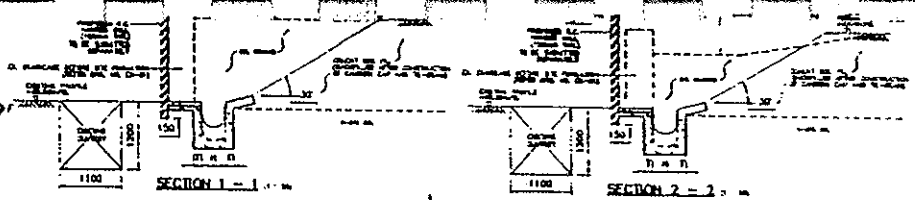
SEE ATTACHMENT  
C1:1000

SITE PLAN (indicate scale)

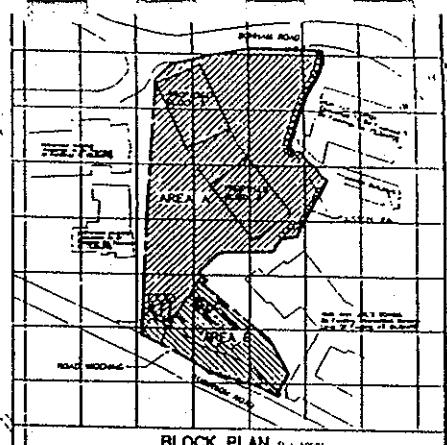
SEE ATTACHMENT  
C1:500



BLOCK PLAN (1 : 1000)

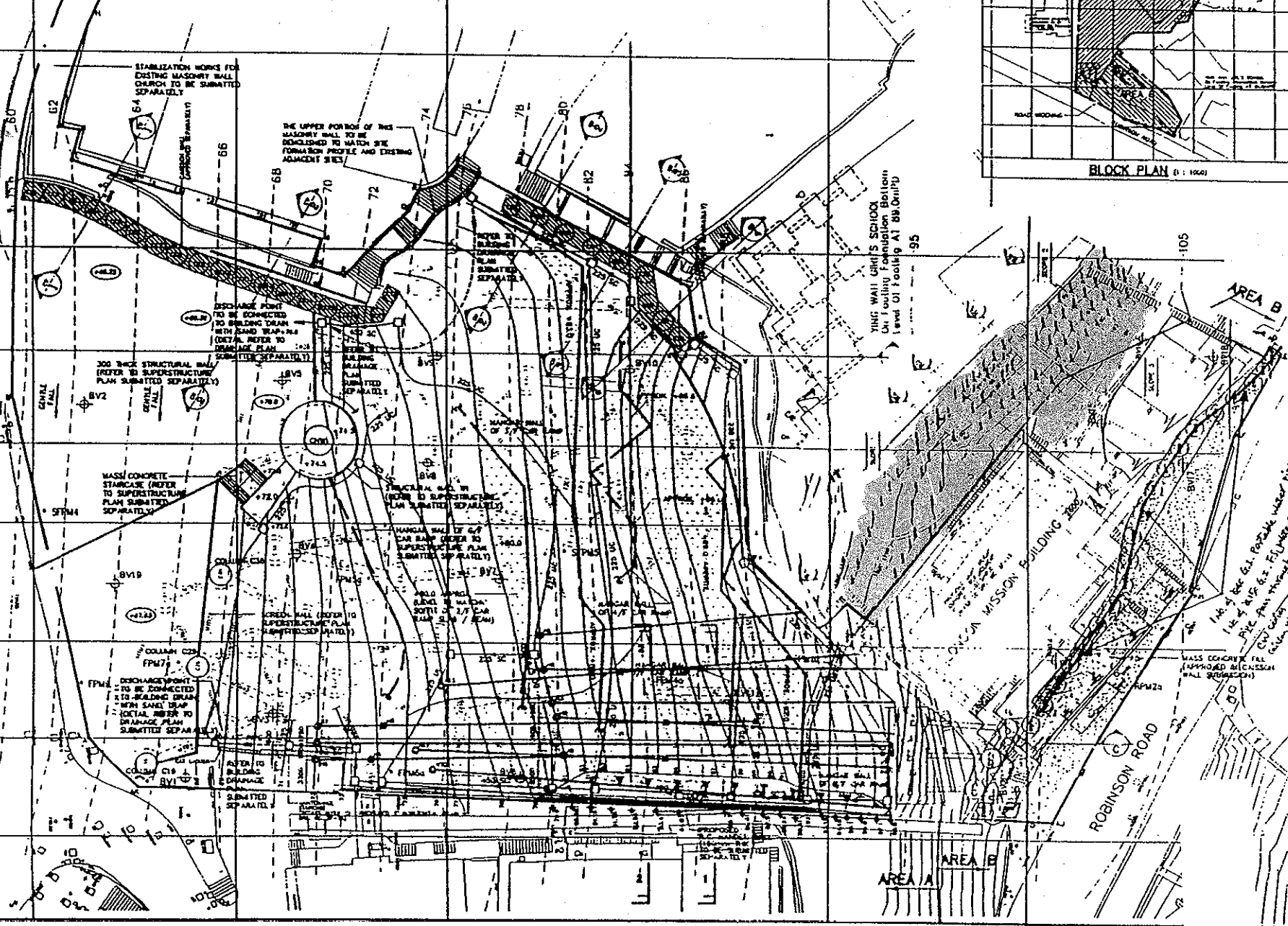


1. CONFORM WITH CAISSON WALL PLAN
2. FORM CUT SLOPE ACCORDING TO PROPOSED SLOPE PROFILE
3. FORM CEILING FOR FULL SLOPE AT DESIGNATED LEVELS SHOWN ON PLAN
4. CONSTRUCT SURFACE DRAINAGE SYSTEM
5. PROTECT EXISTING SLOPE BY 150mm THICK SHOTCRETE



- EXISTING BOUNDARY (891-891L, 891R)
- EXISTING TRAIL 'A'
- LOT BOUNDARY
- DETERMINED BULK EXCAVATION LIMIT
- SURVEY POINT
- PROPOSED FORMATION LEVEL
- PROPOSED SO FULL SLOPE
- EXISTING LEVEL
- PROPOSED 5' HORIZONTAL DRAIN H1 TO H9 - 10m LONG, H10 TO H12 - 48m LONG & H13 - 80m LONG
- PROPOSED CATCHMENT
- PROPOSED PITCHMETERS WITH HALFCROWN BUCKETS
- NOTES ON HORIZONTAL DRAIN DRAINAGE WORK
1. TOLERANCE OF DRILLING WORK SHALL BE ±1500. HORIZONTAL DRAIN SHALL NOT COLLIDE WITH EXISTING CAISSONS.
  2. PRIOR TO COMMENCEMENT OF HILL DRILLING SETTING OUT SHALL BE CARRIED OUT ON SITE TO ENSURE ALIGNMENT OF H1 IS RUNNING PERPENDICULAR TO THE CENTRE LINE OF C75 & C76.

BONHAM ROAD



STABILIZATION WORKS FOR EXISTING MASONRY WALL CHURCH TO BE SUBMITTED SEPARATELY

THE UPPER PORTION OF THIS MASONRY WALL TO BE DEMOLISHED TO MATCH THE FORMATION PROFILE AND EXISTING ADJACENT SITES

300 THICK STRUCTURAL WALL (REFER TO SUPERSTRUCTURE PLAN SUBMITTED SEPARATELY)

MASS CONCRETE STAIRCASE (REFER TO SUPERSTRUCTURE PLAN SUBMITTED SEPARATELY)

DISCHARGE POINT TO BE CONNECTED TO BUILDING DRAIN WITH SAND TRAP AND 100mm DIA. (REFER TO DRAINAGE PLAN SUBMITTED SEPARATELY)

MANGAR WALL OF CAR BANK (REFER TO SUPERSTRUCTURE PLAN SUBMITTED SEPARATELY)

DISCHARGE POINT TO BE CONNECTED TO BUILDING DRAIN WITH SAND TRAP AND 100mm DIA. (REFER TO DRAINAGE PLAN SUBMITTED SEPARATELY)

DISCHARGE POINT TO BE CONNECTED TO BUILDING DRAIN WITH SAND TRAP AND 100mm DIA. (REFER TO DRAINAGE PLAN SUBMITTED SEPARATELY)

- NOTES:-
1. FOR DETAILS OF STRUCTURAL WALLS REFER TO SUPERSTRUCTURE PLANS SUBMITTED SEPARATELY.
  2. FOR DETAILS OF CAISSON WALLS C01 TO C078 AND C01 TO C09, REFER TO APPROVED CAISSON WALL PLAN SUBMITTED SEPARATELY.
  3. FOR DETAILS OF CAISSON WALLS C014 TO C021 AND C24 TO C26 REFER TO APPROVED ROAD WORKING PLAN SUBMITTED SEPARATELY.
  4. THE EXISTING SLOPE SURFACE FOR AREA 'A' IS TO BE PROTECTED BY 75mm THICK SHOTCRETE. REFER TO LING NO. 52-11 FOR SPECIFICATIONS AND DETAILS OF SHOTCRETE.
  5. FOR ALL COMPLETED SLOPES AND RETAINING WALLS WHICH THE OWNERS OF THE DEVELOPMENT HAVE MAINTENANCE RESPONSIBILITY THE INFORMATION REQUESTED IN PHAP 16E, 16J AND 16K ALL BE SUBMITTED TOGETHER WITH THE FORM B-14.

NO.	DATE	REVISIONS
1	11/04/00	WHITEHOUSE STAMPAID REVIEW
2	12/08/00	APPROVED BY B.D.
3	04/08/01	HORIZONTAL DRAIN ADDED
4	21/04/01	REVISION REVISION
5	21/04/01	REVISION REVISION
6	21/02/01	APPROVED BY B.D.
7	20/12/00	HORIZONTAL DRAIN ADDED
8	18/08/00	APPROVED BY B.D.
9	18/08/00	SECTION 1-1 REVISION
10	20/04/00	RETAINING WALL ADDED
11	22/12/01	APPROVED BY B.D.

Scale: 1:1000

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78-80 BONHAM ROAD AND 10 ROBINSON ROAD, HONG KONG

SITE PLAN

PHILIP SO & ASSOCIATES ARCHITECTS, ENGINEERS AND SURVEYORS LTD.

Drawn	K7	Checked	AC
Scale	1:100	Date	

SLOPE/RETAINING WALL RECORD (SHEET 3 OF 3)

SLOPE/RETAINING WALL REFERENCE NO. SOIL NAILLED SLOPE 1 & 2.  
POT. 350' KING W/TH GIRL'S SCHOOL & LONDON MISSION.

SLOPE/RETAINING WALL LOCATION 78-80 ROBINSON ROAD & 10 DONHAM ROAD.

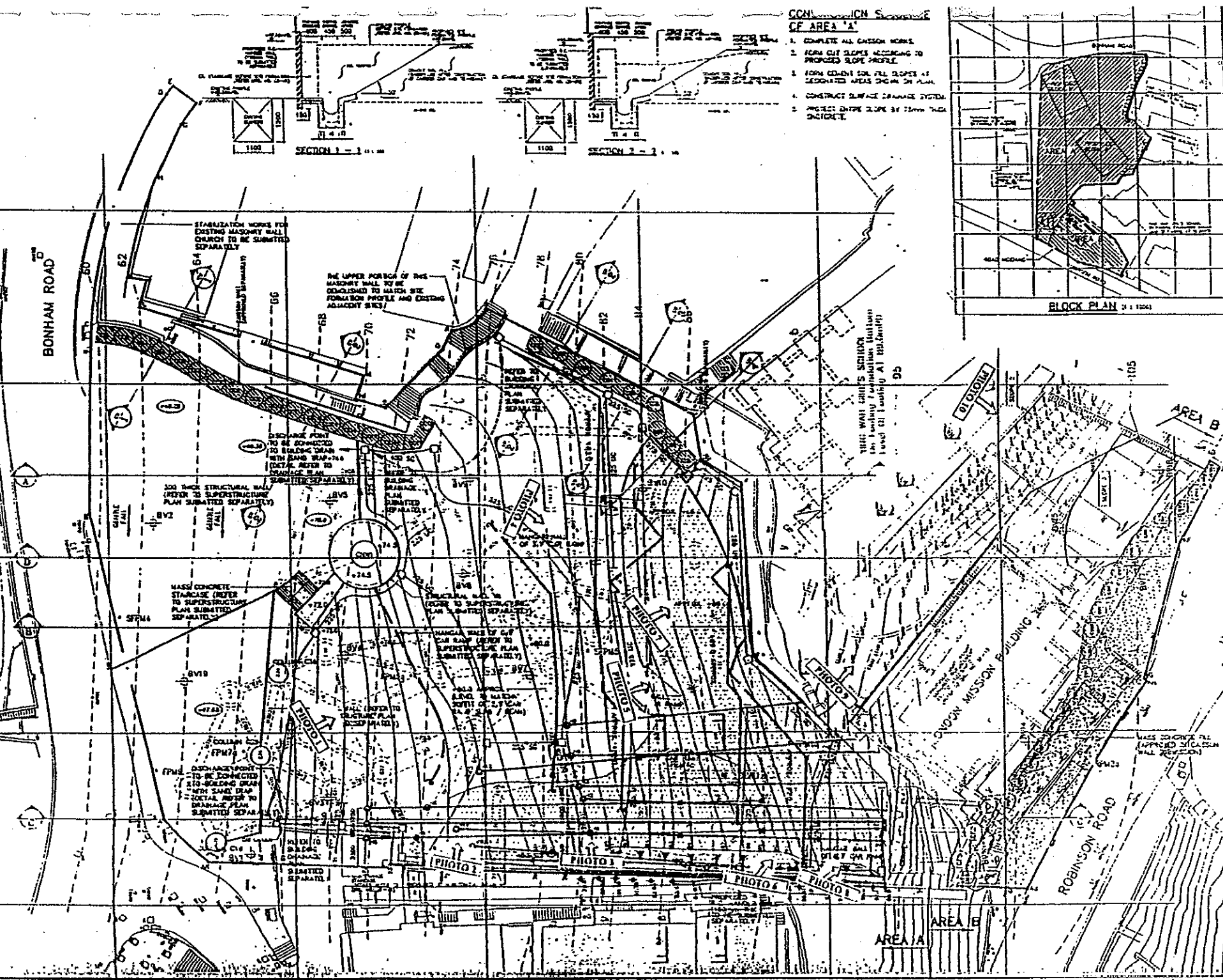
RECORD PHOTOGRAPHS (with comments and reference no.)

TOTAL NO. OF PHOTO

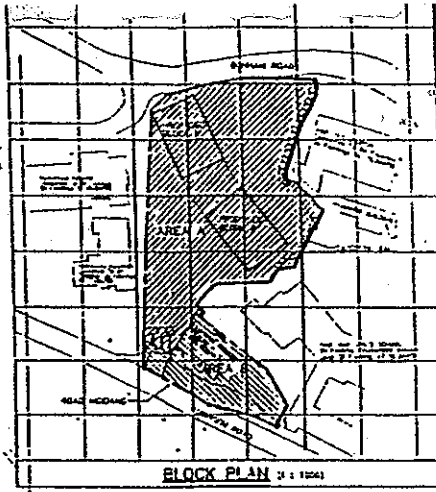
SEE ATTACHMENTS.

Note : Add additional record sheets for photographs as necessary.





- CONSTRUCTION OF AREA 'A'**
1. COMPLETE ALL CASION WORKS
  2. FORM CUT SLOPES ACCORDING TO PROPOSED SLOPE PROFILE
  3. FORM COLLECTOR FOR FULL SLOPE AT DESIGNATED AREAS SHOWN ON PLAN
  4. CONSTRUCT SURFACE DRAINAGE SYSTEM
  5. PROTECT ENTIRE SLOPE BY 25mm THICK CONCRETE



- LEGEND**
- EXISTING BORDHOLE (100-100, 100)
  - EXISTING TRAIL AT
  - LOT BOUNDARY
  - DETERMINED HALF DEVIATION UNIT
  - 100% GRADIENT
  - FALL SLOPE (30 MAX)
  - PROPOSED FINISHMENT LEVEL
  - PROPOSED 4% FALL SLOPE
  - EXISTING LEVEL
  - PROPOSED 5% HORIZONTAL DRAIN AT 10 TO 40 - 25M LONG, 110 TO 115 - 10M LONG & 115 - 100M LONG
  - PROPOSED CATCHMENT
  - PROPOSED MEASUREMENTS WITH HALLOW'S BUCKETS
- NOTES ON HORIZONTAL DRAIN SYSTEM**
1. TOLERANCE OF DRILLING WORK SHALL BE 15MM. HORIZONTAL DRAIN SHALL NOT COLLIDE WITH EXISTING CASIONS.
  2. PRIOR TO COMMENCEMENT OF HIT DRILLING SETTING OUT SHALL BE CARRIED OUT ON SITE TO ENSURE ALIGNMENT OF HIT IS RUNNING PERPENDICULAR TO THE CENTRE LINE OF LOT & C/P.

- NOTES:-**
1. FOR DETAILS OF STRUCTURAL WALLS, REFER TO SUPERSTRUCTURE PLANS SUBMITTED SEPARATELY.
  2. FOR DETAILS OF CASION WALLS 100 TO 200 AND 201 TO 202, REFER TO APPROVED CASION WALL PLAN SUBMITTED SEPARATELY.
  3. FOR DETAILS OF CASION WALLS 203 TO 205 AND CUT TO 0/0, REFER TO APPROVED ROAD WEEDING PLAN SUBMITTED SEPARATELY.
  4. THE EXISTING SLOPE SURFACE FOR AREA 'A' IS TO BE PROTECTED BY 75MM THICK CONCRETE AFTER TO THE 40 0/0 OF 1:1 SLOPE. DETAILS AND DETAILS OF SHOULDER.
  5. FOR ALL COMPLETED SLOPES AND RETAINING WALLS FOR WHICH THE OWNER OF THE DEVELOPMENT HAVE MAINTENANCE RESPONSIBILITY THE INFORMATION RECEIVED IN PAR 118, 123 AND 124 WILL BE SUBMITTED TOGETHER WITH THE PLAN 2414.

1	12/20/79	MAINTENANCE STAIRCASE FLOOR
2	11/20/79	APPROVED IN ALL
3	09/20/79	REINFORCED CONCRETE WALL
4	23/04/79	DRAINAGE SYSTEM
5	23/04/79	DRAINAGE SYSTEM
6	23/04/79	APPROVED IN 12
7	23/04/79	REINFORCED CONCRETE WALL
8	23/04/79	APPROVED IN 12
9	23/04/79	REINFORCED CONCRETE WALL
10	23/04/79	APPROVED IN 12
11	23/04/79	REINFORCED CONCRETE WALL
12	23/04/79	APPROVED IN 12

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78-80 ROBINSON ROAD AND 10 BONHAM ROAD, HONG KONG

As-built - Record plan for site photo

PHILIP SO & ASSOCIATES

118	118	118
118	118	118

King what  
girl's school



London Mission  
Building

photo 9: View of slope 1 of Area B

Caisson Retaining wall of CW Series along  
Robinson Road.



King walk  
Girl's school

King walk Girl's  
school.

photo 10 : View of slope 2 of Area B

<b>SLOPE/RETAINING WALL RECORD (SHEET 1 OF 3)</b>							
<b>SLOPE/RETAINING WALL REFERENCE NO.</b> (1) SOIL-CEMENT FILL SLOPE "3" AT AREA "B"							
<b>SLOPE/RETAINING WALL LOCATION</b> TO - TO ROBINSON ROAD & 10 BANHAI ROAD							
<b>MAP COORDINATES</b> E 833165 (1980 DATUM) NS 15965				<b>TOE ELEVATION</b> (mPD) +105			
<b>TECHNICAL INFORMATION</b>							
<b>SLOPE</b>				<b>RETAINING WALL</b>			
<b>Material Description</b>		CEMENT-SOIL FILL SLOPE		<b>Type of Wall</b>			
<b>Height (m)</b>		5m		<b>Material of Wall</b>			
<b>Length (m)</b>		2m		<b>Height (m)</b>			
<b>Slope Angle</b>		MAX. 30°		<b>Face Angle</b>			
<b>Berms</b>		<b>No.</b> —	<b>Width (m)</b> —	<b>Length (m)</b>			
<b>Slope Surfacing</b>		SPRATTED CONCRETE		<b>Surface Finish</b>			
<b>Drainage</b>		<b>Weepholes/horiz. drains/Herringbone drains</b>	<b>Size</b> 75mm	<b>Spacing</b> 1.5m	<b>Drainage</b>		<b>Weepholes/horiz. drains</b>
		<b>U-channels at crest on berms at toe</b>	225 U				
		<b>Stepped-channels</b>	225 U				
<b>Location and Details of Utility Services</b> 2 nos. WATER MAIN RUNNING ALONG ROBINSON ROAD							
<b>INFORMATION ON RISK-TO-LIFE CATEGORY</b>							
What is at risk if this slope or retaining wall fails?							
<b>AT CREST</b>		(a) Description ..... ROBINSON ROAD			(b) Distance ..... 2m		
<b>AT TOE</b>		(a) Description ..... YING WAH GIRLS SCHOOL			(b) Distance ..... 15m		
<b>Risk-To-Life Category : HIGH / LOW / NEGLIGIBLE</b> (Refer to Table 5.2 of Geotechnical Manual for Slopes)							
<b>GENERAL INFORMATION</b>							
<b>Date of construction :</b> APRIL 1998				<b>Contractor :</b> Chun Jip			
<b>Date of ground investigation :</b> OCT 94 ~ OCT 95				<b>Contractor :</b> Asia Geotechnical			
<b>Designed by (Firm) :</b> Philip S. & Associates							
<b>As-constructed drawing no. :</b> R-01a to R-05							
<b>Nearest rainguage :</b> —							
<b>OTHER INFORMATION</b>							
MAX 30° SOIL-CEMENT FILL SLOPE SIMILAR TO ONE IN AREA "A" THE SLOPE SITUATED ALONG THE TOP OF EASTERN PORTION OF CAISSON WALL "CJT SERIES"							
<b>Record sheet prepared by</b> Ricky S K Yung				<b>Firm</b> PSA			
<b>Date</b> 12/01/2001							
<b>Note :</b> (1) The Geotechnical Engineering Office can provide a slope or retaining wall reference number on request.							

SLOPE/RETAINING WALL RECORD (SHEET 2 OF 3)

SLOPE/RETAINING WALL REFERENCE NO. <sup>SOIL-CEMENT FILL SLOPE "3"</sup>  
<sub>AT AREA "B"</sub>

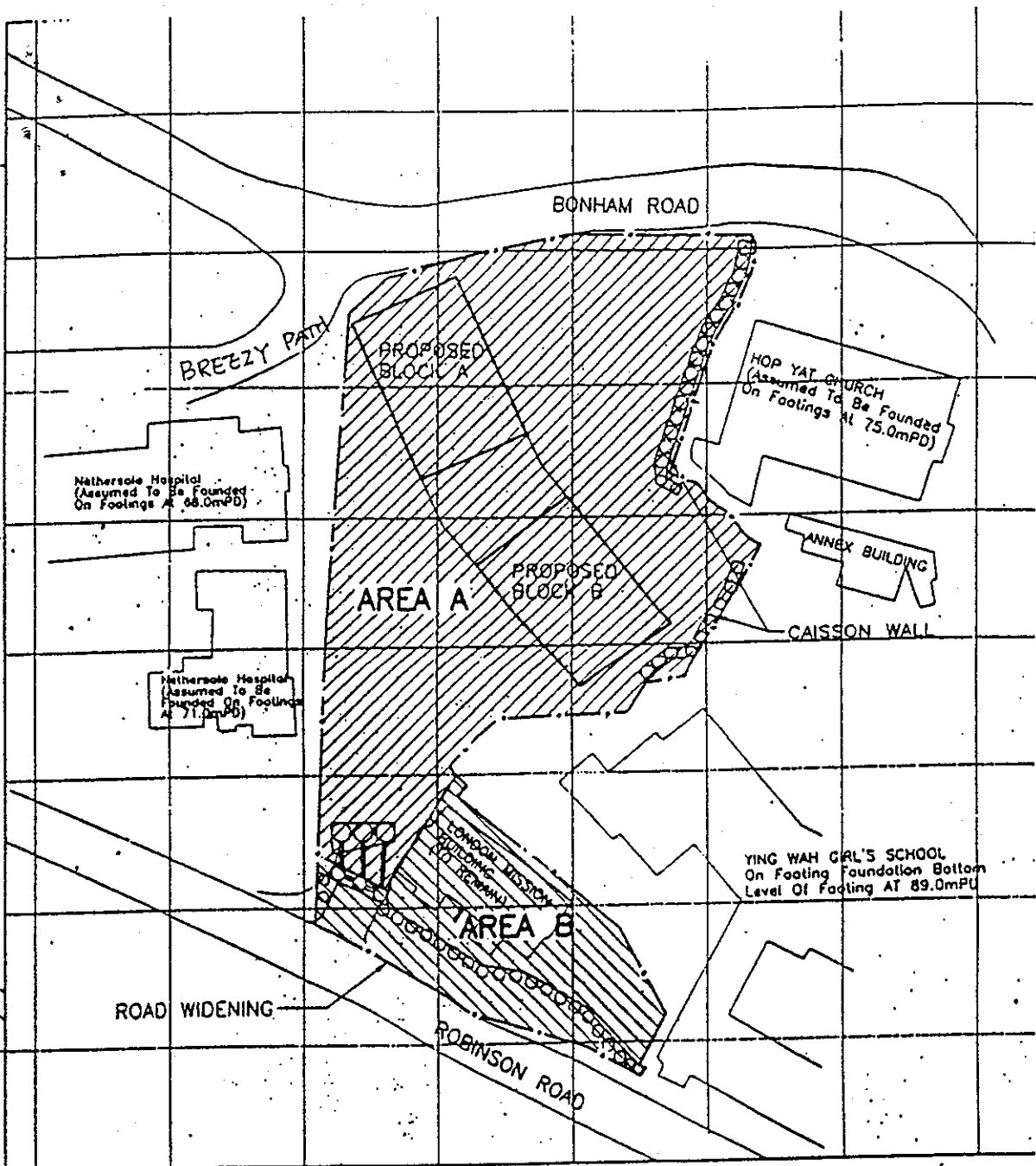
SLOPE/RETAINING WALL LOCATION 78-80 ROBINSON ROAD & 10 BONHAM ROAD

LOCATION PLAN (indicate scale)

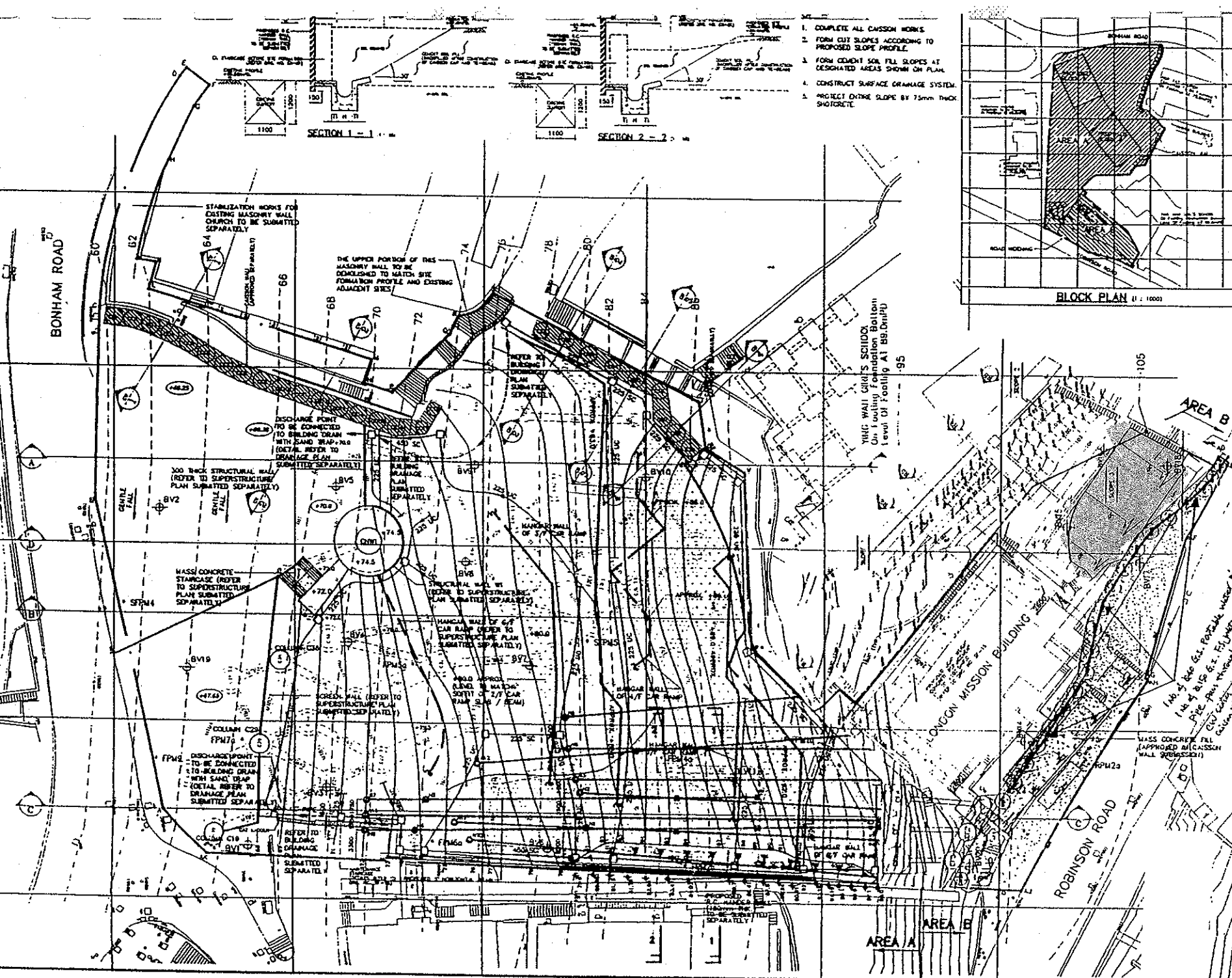
SEE ATTACHMENT  
(1:500)

SITE PLAN (indicate scale)

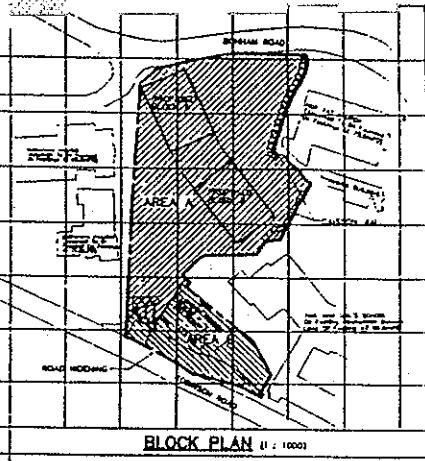
SEE ATTACHMENT  
(1:500)



**BLOCK PLAN** (1 : 1000)



1. COMPLETE ALL CAISSON WORKS.
2. FORM CUT SLOPES ACCORDING TO PROPOSED SLOPE PROFILE.
3. FORM CEMENT SOIL FILL SLOPES AT DESIGNATED AREAS SHOWN ON PLAN.
4. CONSTRUCT SURFACE DRAINAGE SYSTEM.
5. PROTECT ENTIRE SLOPE BY 75mm THICK SHOTCRETE.



- EXISTING BORDERS (811-811, 811)
- EXISTING TRAIL PIT
- LOT BOUNDARY
- DETERMINED BANK EXCAVATION LIMIT
- SOIL CEMENT FILL SLOPE (37 MAX)
- PROPOSED FORMATION LEVEL
- PROPOSED 30% FILL SLOPE
- EXISTING LEVEL
- PROPOSED 5' HORIZONTAL DRAIN H11 TO H9 -35m LONG, H10 TO H12 -48m LONG & H13 -60m LONG
- PROPOSED CATCHPIT
- PROPOSED PICKETERS WITH HALCROW BUCKETS

**NOTES ON HORIZONTAL DRAIN DRILLING WORK:**

1. TOLERANCE OF DRILLING WORK SHALL BE 1:150. HORIZONTAL DRAIN SHALL NOT COLLIDE WITH EXISTING CAISSONS.
2. PRIOR TO COMMENCEMENT OF H11 DRILLING SETTING OUT SHALL BE CARRIED OUT ON SITE TO ENSURE ALIGNMENT OF H11 IS RUNNING PERPENDICULAR TO THE CENTRE LINE OF CFS & CFB.

- NOTES:-**
1. FOR DETAILS OF STRUCTURAL WALLS REFER TO SUPERSTRUCTURE PLANS SUBMITTED SEPARATELY.
  2. FOR DETAILS OF CAISSON WALLS CCI TO CCB AND CCI TO CCB REFER TO APPROVED CAISSON WALL PLAN SUBMITTED SEPARATELY.
  3. FOR DETAILS OF CAISSON WALLS OVER TO CCI2 AND CFI TO CFB REFER TO APPROVED ROAD WIDENING PLAN SUBMITTED SEPARATELY.
  4. THE EXISTING SLOPE SURFACE FOR AREA 'A' IS TO BE PROTECTED BY 75mm THICK SHOTCRETE. REFER TO LAG -40 SF-13 FOR SPECIFICATIONS AND DETAILS OF SHOTCRETE.
  5. FOR ALL COMPLETED SLEEPS AND RETAINING WALLS FOR WHICH THE OWNERS OF THE DEVELOPMENT HAVE MAINTENANCE RESPONSIBILITY THE MAINTENANCE REQUESTED BY PHAP REG. 183 AND 188 WILL BE SUBMITTED TOGETHER WITH THE FORM B11A.

2	11/04/00	MAINTENANCE STAIRCASE REVISION
3	11/08/00	APPROVED BY B2
4	08/08/00	HORIZONTAL DRAIN HOOD
5	12/04/00	DRAINAGE REVISION
6	27/04/00	DRAINAGE REVISION
7	24/03/00	APPROVED BY B2
8	22/12/00	HORIZONTAL DRAIN HOOD
9	22/12/00	APPROVED BY B2
10	12/08/00	SECTION 1-1 REVISION
11	20/04/00	RETAINING WALL HOOD
12	27/10/97	APPROVED BY B2

Rev. Date Description  
B2 673050/84

MA LEUNG & ASSOCIATES ARCHITECTS & ENGINEERS (HONG KONG) LTD.

HO & LAM CONSULTING ENGINEERS LTD.

Project Title  
78-80 ROBINSON ROAD AND 10 BONHAM ROAD, HONG KONG

## SITE PLAN

PHILIP SO & ASSOCIATES CONSULTING ENGINEERS LTD.

118

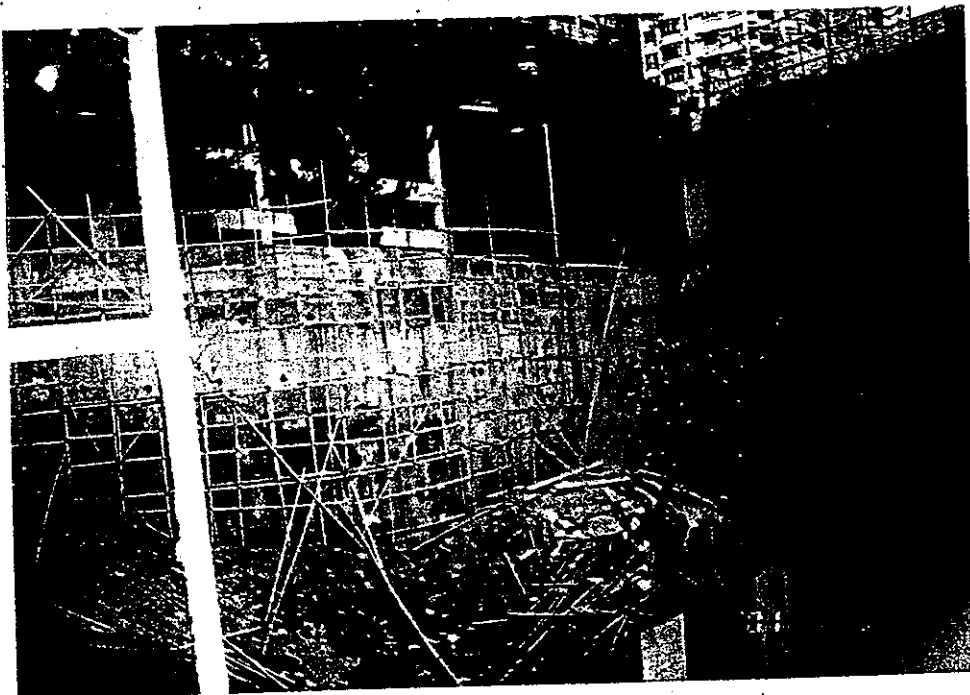
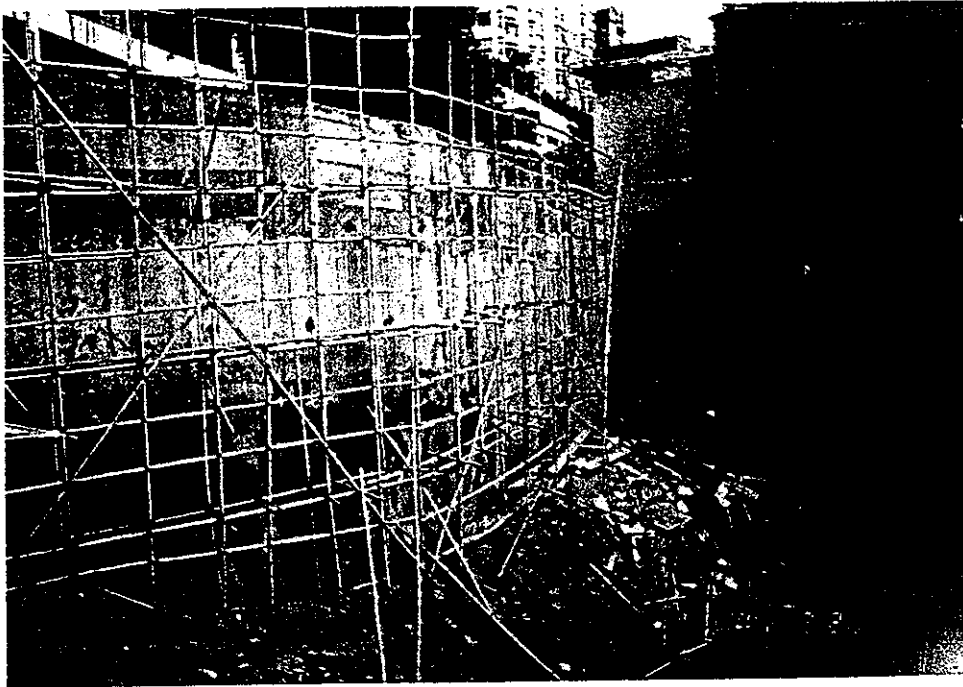
Drawn	KY	Checked	AC
Checked	VA	Scale	

SLOPE/RETAINING WALL RECORD (SHEET 3 OF 3)

SLOPE/RETAINING WALL REFERENCE NO.

SLOPE/RETAINING WALL LOCATION 78-80 Robinson Rd.

RECORD PHOTOGRAPHS (with comments and reference no.)



Note : Add additional record sheets for photographs as necessary.



**SLOPE/RETAINING WALL RECORD (SHEET 1 OF 3)**  
**SLOPE/RETAINING WALL REFERENCE NO. (1)** 11SW - A/R 3P7  
**SLOPE/RETAINING WALL LOCATION** 10 Bonham Road  
**MAP COORDINATES (1980 DATUM)** E 833231.47 TOE ELEVATION +67.1  
 N 86073.82 (MPD)

TECHNICAL INFORMATION							
SLOPE			RETAINING WALL				
Material Description	/			Type of Wall	Masonry		
Height (m)				Material of Wall	Masonry & Mass Concrete		
Length (m)				Height (m)	3.4m ~ 7.00m		
Slope Angle				Face Angle	90°		
Berms				No.	Width (m)	Length (m)	26
Slope Surfacing				Surface Finish	Masonry		
Drainage	Weepholes/horiz. drains/Herringbone drains	Size	Spacing	Drainage	Weepholes/horiz. drains	Size	Spacing
	U-channels at crest on berms at toe				U-channels at crest at toe		
	Stepped channels						

Location and Details of Utility Services NIL

**INFORMATION ON RISK-TO-LIFE CATEGORY**

What is at risk if this slope or retaining wall fails?  
 AT CREST (a) Description Hop Yat church (b) Distance 0m  
 AT TOE (a) Description Bonham Road (b) Distance 0m

Risk-To-Life Category: HIGH / LOW / NEGLIGIBLE (Refer to Table 5.2 of Geotechnical Manual for Slopes)

**GENERAL INFORMATION**

Date of construction: 7-7-2000 Contractor: Chun Yip Construction Co.  
 Date of ground investigation: 1-2-2000 Contractor: Chun Yip Construction Co.  
 Designed by (Firm): K.S. So & Associates LTD.  
 As-constructed drawing no.: RW/SB-01 & RW/SB-02  
 Nearest rainguage:

**OTHER INFORMATION**

Record sheet prepared by Andy Chan Firm Chun Yip Construction Co.  
 Date 15/11/2000

Note: (1) The Geotechnical Engineering Office can provide a slope or retaining wall reference number on request.

SLOPE/RETAINING WALL RECORD (SHEET 2 OF 3)

SLOPE/RETAINING WALL REFERENCE NO. 11SW-A/R3P7

SLOPE/RETAINING WALL LOCATION 10 Boiham Road

LOCATION PLAN (indicate scale)

*See Attachment*

SITE PLAN (indicate scale)

*See Attachment*

SLOPE/RETAINING WALL RECORD (SHEET 3 OF 3)

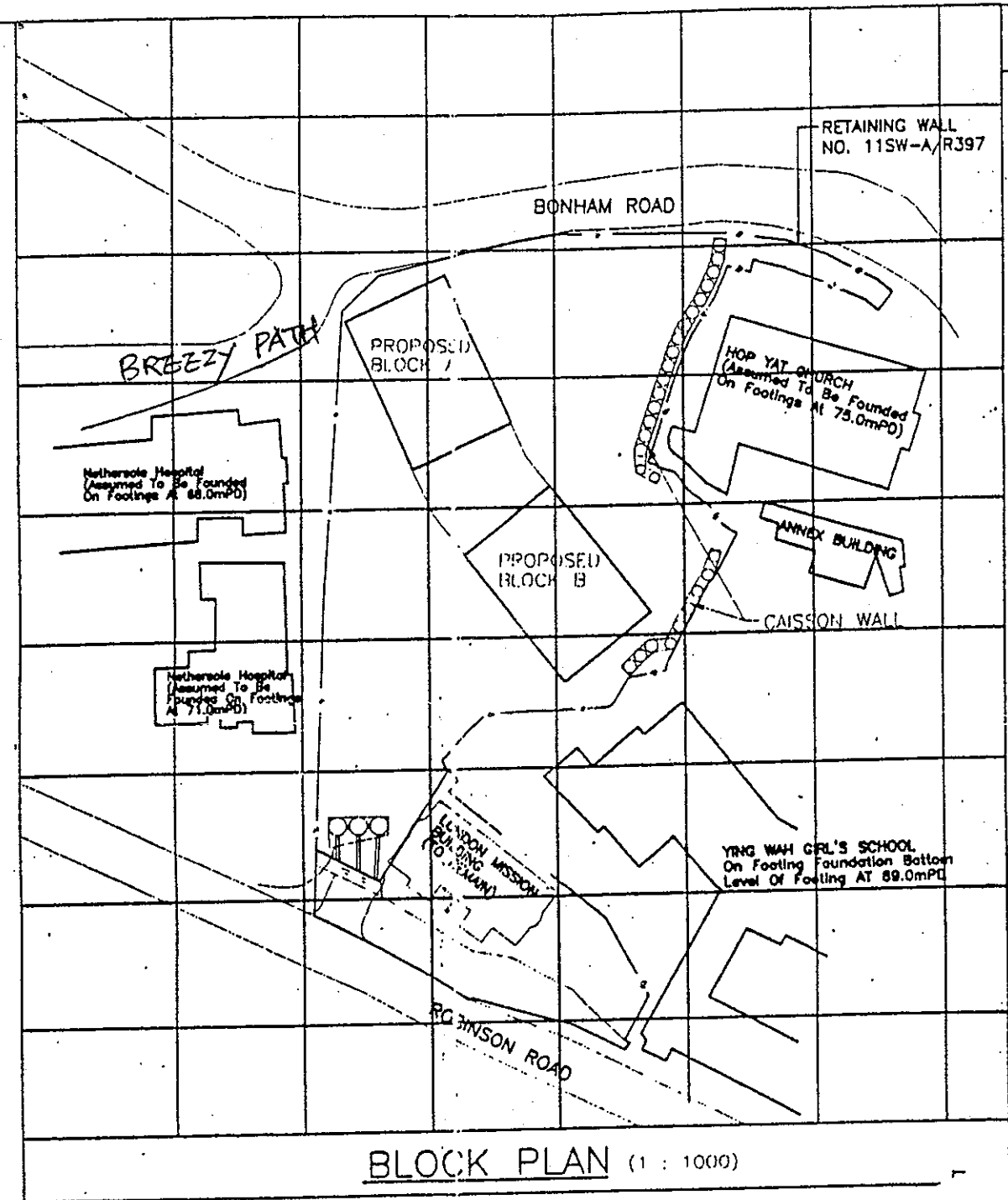
SLOPE/RETAINING WALL REFERENCE NO. 11 SW - A/R 3 P 7

SLOPE/RETAINING WALL LOCATION 10 Bonham Road

RECORD PHOTOGRAPHS (with comments and reference no.)

See Attachment

Note : Add additional record sheets for photographs as necessary.



**BLOCK PLAN** (1 : 1000)

+68.320

+68.500



BONHAM ROAD

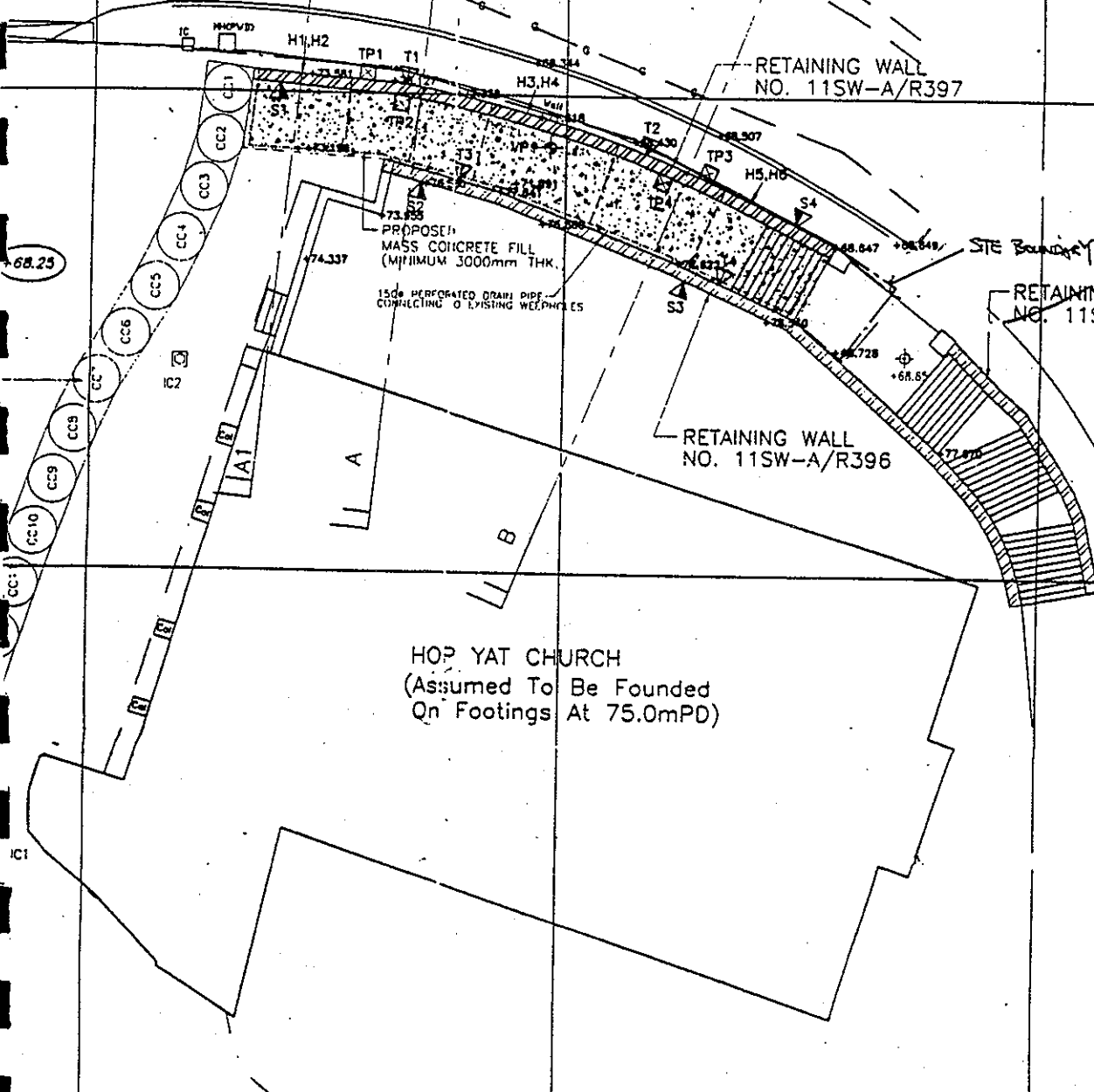
RETAINING WALL  
NO. 11SW-A/R397

RETAINING WALL  
NO. 11SW-A/R395

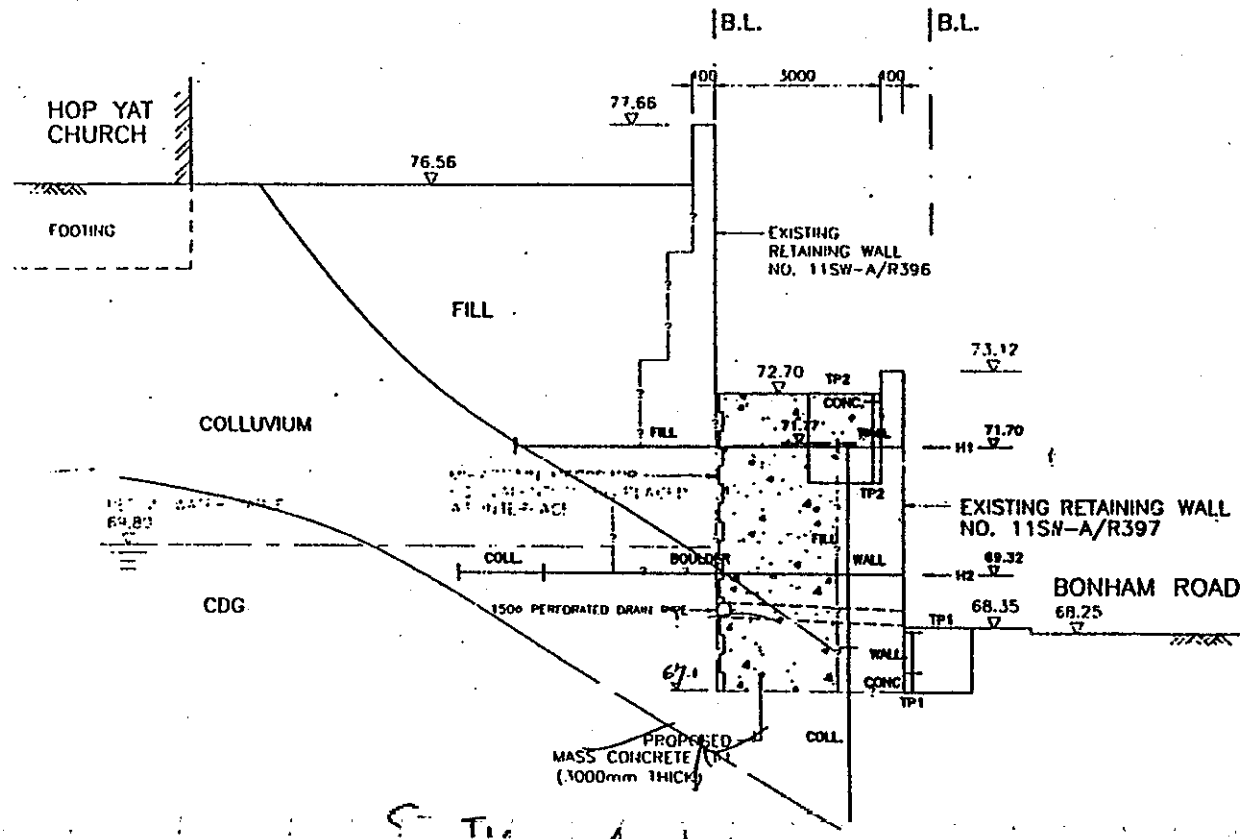
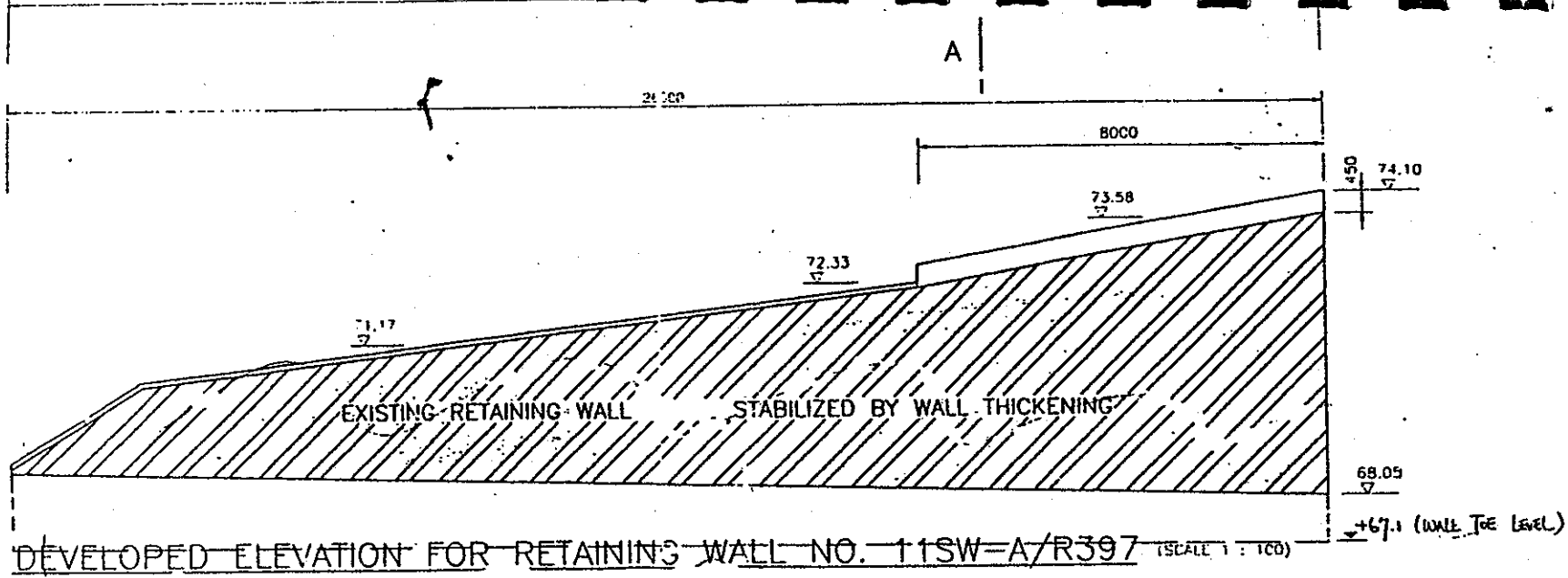
RETAINING WALL  
NO. 11SW-A/R396

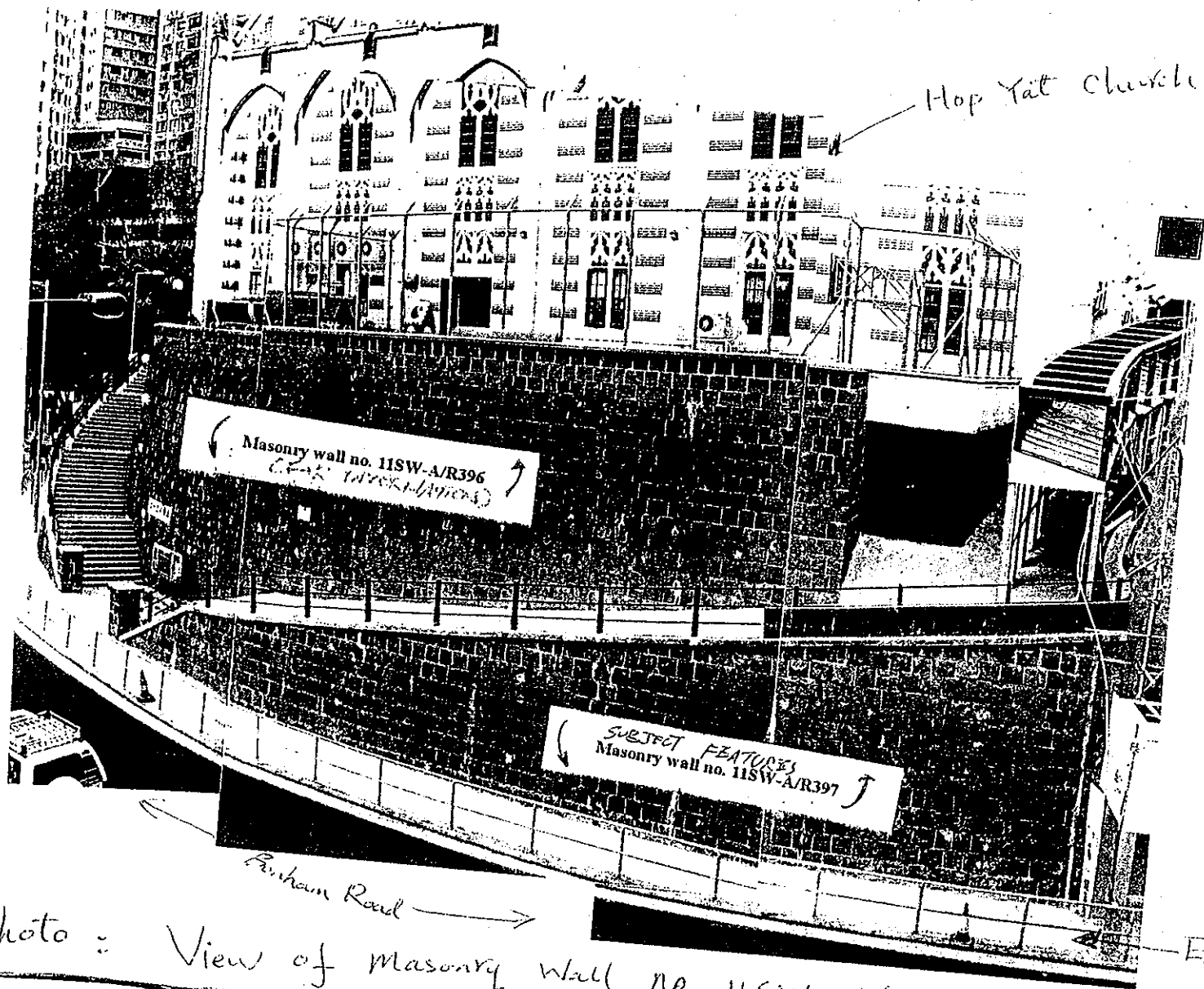
HOP YAT CHURCH  
(Assumed To Be Founded  
On Footings At 75.0mPD)

SITE LAYOUT PLAN



74  
73  
72  
71  
70  
69  
68





Hop Yat Church

Masonry wall no. 11SW-A/R396  
*FOR IDENTIFICATION*

SUBJECT FEATURES  
Masonry wall no. 11SW-A/R397

Benham Road

Existing footpath  
along Benham Road

Site photo : View of masonry wall no. 11SW-A/R397

<b>SLOPE/RETAINING WALL RECORD (SHEET 1 OF 3)</b>							
SLOPE/RETAINING WALL REFERENCE NO. (1) <u>11SW-A/R388</u>							
SLOPE/RETAINING WALL LOCATION <u>78-80 Robinson Road &amp; 10 Fernhill Road</u>							
MAP COORDINATES (1980 DATUM) <u>E 83355</u> <u>N 815992</u>				TOE ELEVATION (mPD) <u>+982.17</u>			
<b>TECHNICAL INFORMATION</b>							
<b>SLOPE</b>				<b>RETAINING WALL</b>			
Material Description				Type of Wall	<u>MASONRY WALL THICKENED BY LIGHT-WEIGHT CONCRETE</u>		
Height (m)				Material of Wall	<u>MASONRY BRICK / LIGHT-WEIGHT CONCRETE</u>		
Length (m)				Height (m)	<u>9m</u>		
Slope Angle				Face Angle	<u>90°</u>		
Berms	No.	Width (m)		Length (m)	<u>4.5m</u>		
Slope Surfacing				Surface Finish	<u>MASONRY BRICK</u>		
Drainage		Size	Spacing	Drainage		Size	Spacing
Weepholes/horiz. drains/Herringbone drains				Weepholes/horiz. drains		<u>5mm</u>	<u>2m</u> <u>&lt;L</u>
U-channels at crest on berms at toe				U-channels at crest at toe		<u>225U</u>	<u>/</u>
Stepped-channels							
Location and Details of Utility Services <u>NIL</u>							
<b>INFORMATION ON RISK-TO-LIFE CATEGORY</b>							
What is at risk if this slope or retaining wall fails?							
AT CREST		(a) Description <u>LONDON MISSION</u>			(b) Distance <u>5m</u>		
AT TOE		(b) Description <u>YIN WAH GIRLS SCHOOL</u>			(b) Distance <u>12m</u>		
Risk-To-Life Category : <u>HIGH / LOW / NEGLIGIBLE</u> (Refer to Table 5.2 of Geotechnical Manual for Slopes)							
<b>GENERAL INFORMATION</b>							
Date of construction : <u>APRIL 1985</u>				Contractor : <u>CHUN YIP</u>			
Date of ground investigation : <u>10/1984 - 10/1985</u>				Contractor : <u>ASIA GEOTECHNICAL</u>			
Designed by (Firm) : <u>Philip So &amp; Associates</u>							
As-constructed drawing no. : <u>R-01a - R-05</u>							
Nearest rainguage : <u>H&amp;T</u>							
<b>OTHER INFORMATION</b>							
<u>TOTAL 6 NOS. DIAGONAL NAILS INSTALL TO STRENGTHEN THE NORTHERN CORNER OF THE WALL BEHIND THE MASONRY WALL, 2.6m THICK LIGHT-WEIGHT CONCRETE IS PROVIDED FOR THE TOP 4.5M OF THE WALL.</u>							
Record sheet prepared by <u>Ricky Yung</u>				Firm <u>PSA</u>			
Date <u>12/01/2001</u>							
Note : (1) The Geotechnical Engineering Office can provide a slope or retaining wall reference number on request.							



SLOPE/RETAINING WALL RECORD (SHEET 2 OF 3)

SLOPE/RETAINING WALL REFERENCE NO. 11921-A/R348

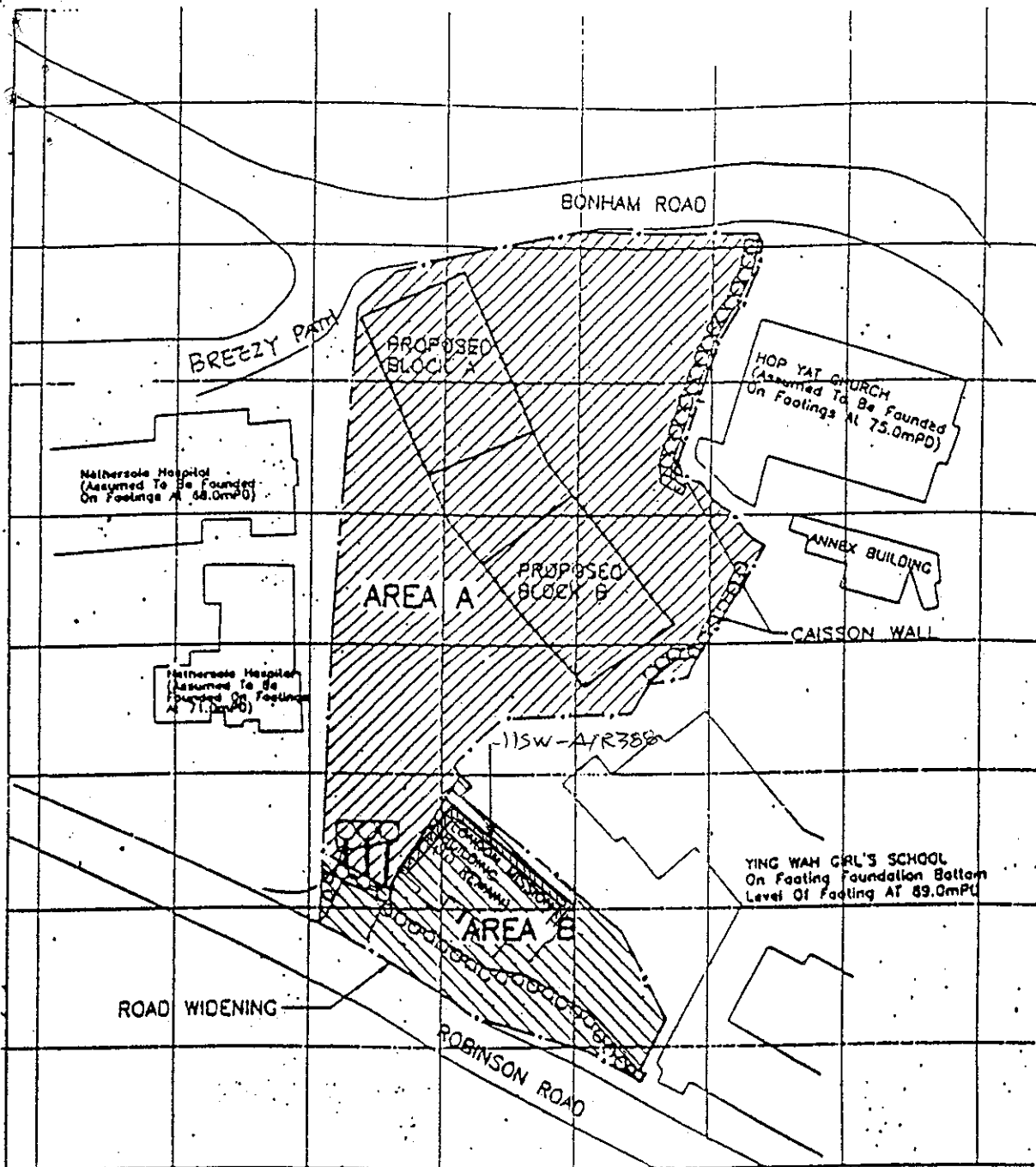
SLOPE/RETAINING WALL LOCATION T8-80 ROBINSON ROAD to 10 BONHAM ROAD

LOCATION PLAN (indicate scale)

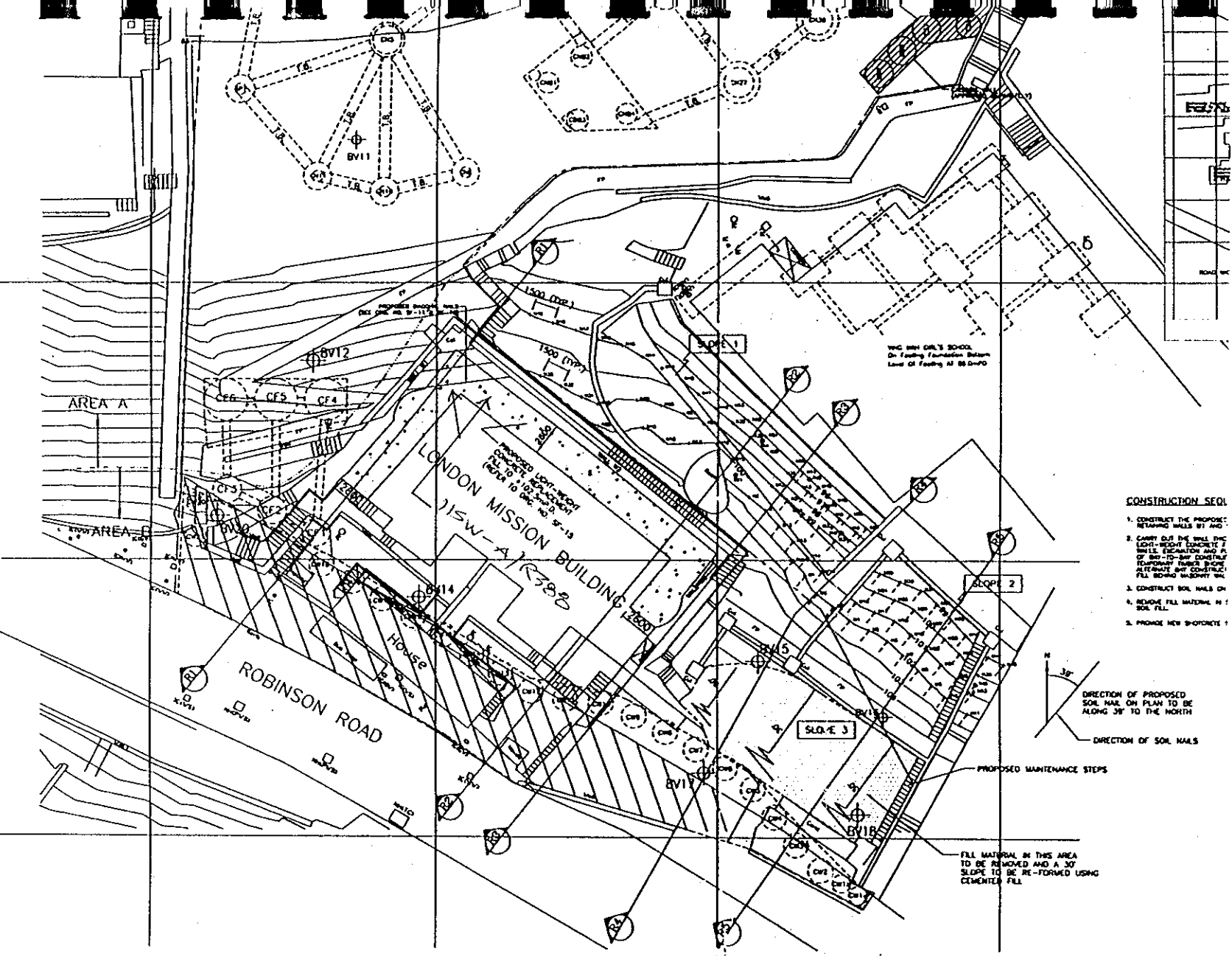
SEE ATTACHMENT  
(1=1000)

SITE PLAN (indicate scale)

SEE ATTACHMENT  
(1=400)



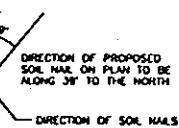
BLOCK PLAN (1 : 1000)



THE NEW GIRL'S SCHOOL.  
Do Facing Foundation Below  
Level of Footing At 88'-0" PD

**CONSTRUCTION SEQU**

1. CONSTRUCT THE PROPOSED RETAINING WALLS BY AND
2. CARRY OUT THE SLOPE THE 1:1-1:1.50 CONCRETE WALLS. EXCAVATION AND PL OF 10'-10" TO 10' CONCRETE TEMPORARY BRACKS. BRICK ALTERNATE AND CONSTRUCT FILL BEHIND MASSIVE WALL
3. CONSTRUCT SOIL NAILS ON
4. REMOVE FILL MATERIAL IN 1 SOIL FILL
5. PROVIDE NEW SHOTCRETE 1



FILL MATERIAL IN THIS AREA TO BE REMOVED AND A 30° SLOPE TO BE RE-FORMED USING CEMENTED FILL

SLOPE/RETAINING WALL RECORD (SHEET 3 OF 3)

SLOPE/RETAINING WALL REFERENCE NO. 11SW-A/R2288

SLOPE/RETAINING WALL LOCATION 78-80 ROBINSON ROAD & 10 BUNHAM ROAD

RECORD PHOTOGRAPHS (with comments and reference no.)



← SUBJECT  
WALL  
11SW-A/R2288

Note : Add additional record sheets for photographs as necessary.

Dated the 17th day of December 2001

**CROWN TIME PROPERTIES LIMITED**

and



and

**NEW CHARM MANAGEMENT LIMITED**


\*\*\*\*\*

**DEED OF MUTUAL COVENANT  
INCORPORATING A MANAGEMENT  
AGREEMENT**

in respect of

**The Remaining Portion of Section G of Inland  
Lot No.590 and  
The Remaining Portion of Inland Lot No.590**

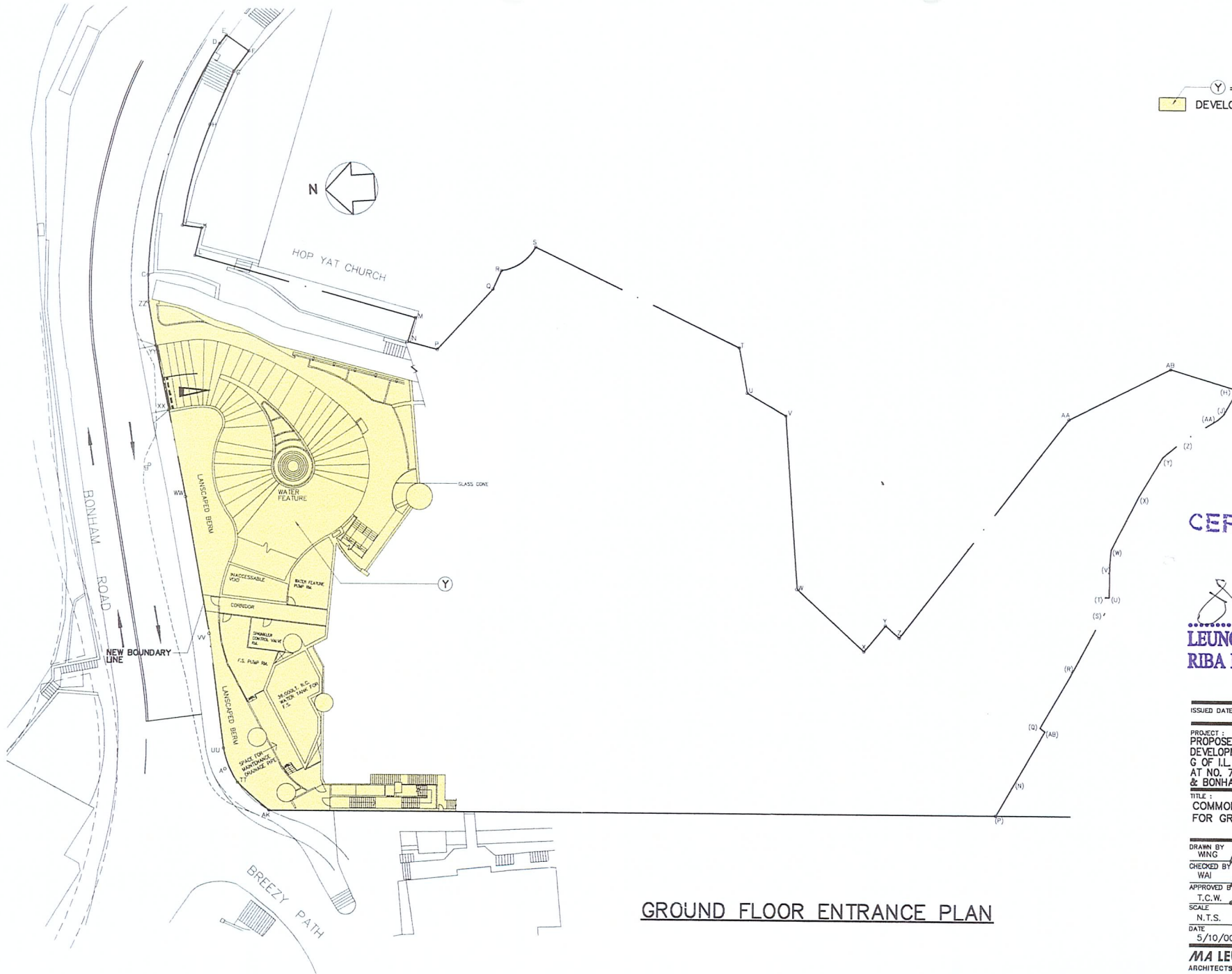
REGISTERED in the Land Registry  
by Memorial No. 8577262  
on 14 January 2002

  
for Land Registrar

WOO, KWAN, LEE & LO  
SOLICITORS & NOTARIES  
2801, SUN HUNG KAI CENTRE  
30 HARBOUR ROAD  
WANCHAI  
HONG KONG

(Word 97) - 590 DMC  
Ref.: B719/SHK/HFM/LYP/lyp  
P20278031 (1B31 & C.P.#D33 on 5/F)

⊙ = YELLOW  
 ■ DEVELOPMENT COMMON AREA



CERTIFIED TRUE COPY

LEUNG SAI HUNG  
 RIBA HKIA AUTHORIZED PERSON

ISSUED DATE :

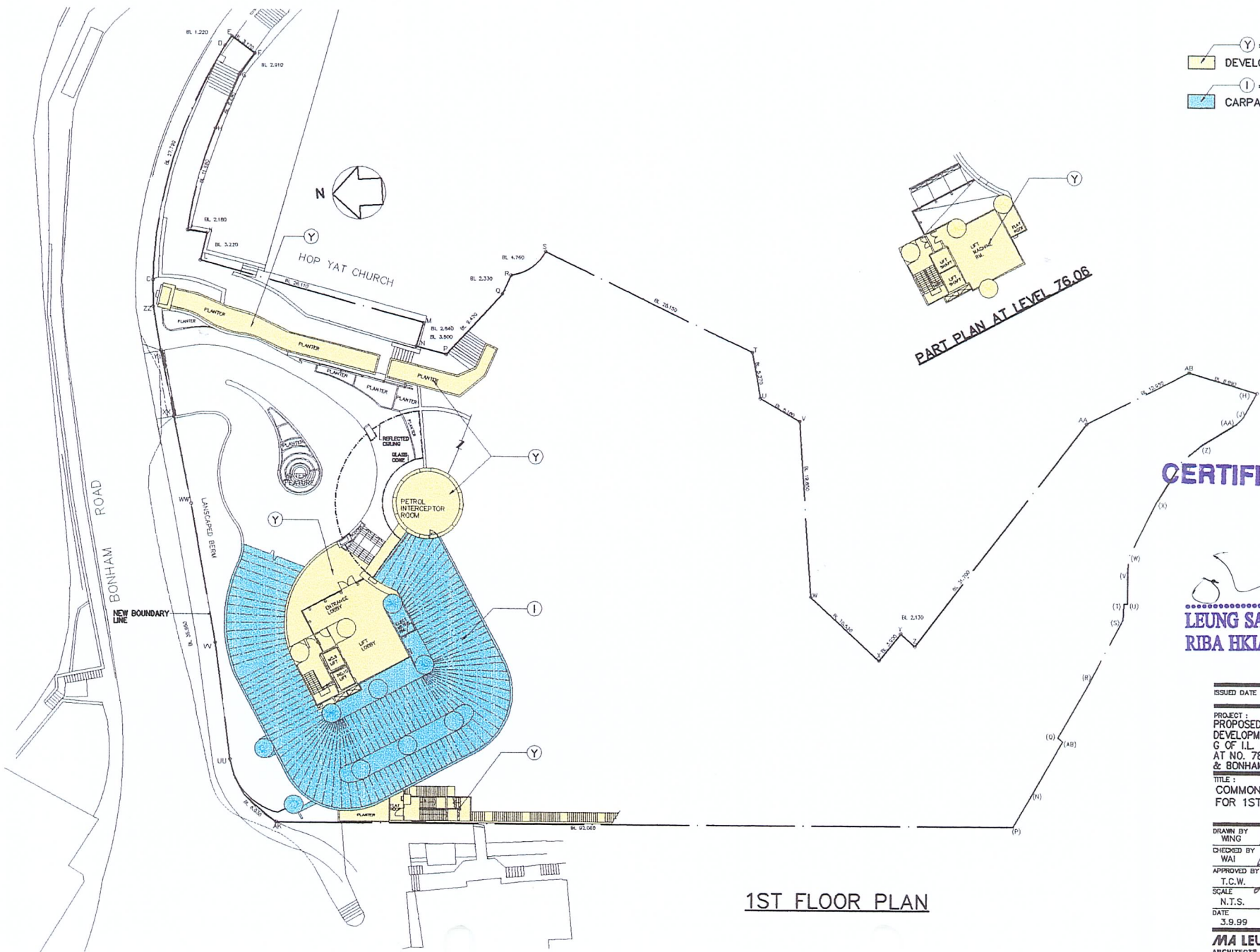
PROJECT :  
 PROPOSED RESIDENTIAL  
 DEVELOPMENT ON R.P. OF SECTION  
 G OF I.L. 590 & R.P. OF I.L. 590  
 AT NO. 78-80 ROBINSON ROAD  
 & BONHAM ROAD, H.K.

TITLE :  
 COMMON AREA  
 FOR GROUND FLOOR PLAN

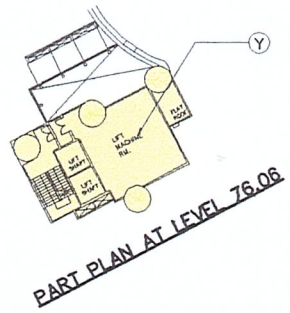
DRAWN BY WING	JOB NO. 9408
CHECKED BY WA	DRAWING NO. DMC-01
APPROVED BY (Signature)	DATE 5/10/00
T.C.W.	REV. ( )
SCALE N.T.S.	

MA LEUNG & ASSOCIATES  
 ARCHITECTS & ENGINEERS (HONG KONG) LTD.  
 馬樂建築師事務所(香港)有限公司

GROUND FLOOR ENTRANCE PLAN



 Y = YELLOW  
 DEVELOPMENT COMMON AREA  
 I = INDIGO  
 CARPARK COMMON AREA



**CERTIFIED TRUE COPY**

**LEUNG SAI HUNG**  
RIBA HKIA AUTHORIZED PERSON

ISSUED DATE : \_\_\_\_\_  
 PROJECT :  
 PROPOSED RESIDENTIAL  
 DEVELOPMENT ON R.P. OF SECTION  
 G OF I.L. 590 & R.P. OF I.L. 590  
 AT NO. 78-80 ROBINSON ROAD  
 & BONHAM ROAD, H.K.  
 TITLE :  
 COMMON AREA  
 FOR 1ST FLOOR PLAN

DRAWN BY MING	JOB NO. 9408
CHECKED BY WAI	DRAWING NO. DMC-02
APPROVED BY T.C.W.	SCALE N.T.S.
DATE 3.9.99	REV. ( )

**MA LEUNG & ASSOCIATES**  
 ARCHITECTS & ENGINEERS (HONG KONG) LTD.  
 瑪萊建築師事務所(香港)有限公司

**1ST FLOOR PLAN**



- (Y) = YELLOW
- = DEVELOPMENT COMMON AREA
- (I) = INDIGO
- = CARPARK COMMON AREA

**CERTIFIED TRUE COPY**

*(Signature)*  
**LEUNG SAI HUNG**  
 RIBA HKIA AUTHORIZED PERSON

ISSUED DATE :

PROJECT  
 PROPOSED RESIDENTIAL  
 DEVELOPMENT ON R.P. OF SECTION  
 G OF I.L. 590 & R.P. OF I.L. 590  
 AT NO. 78-80 ROBINSON ROAD  
 & BONHAM ROAD, H.K.

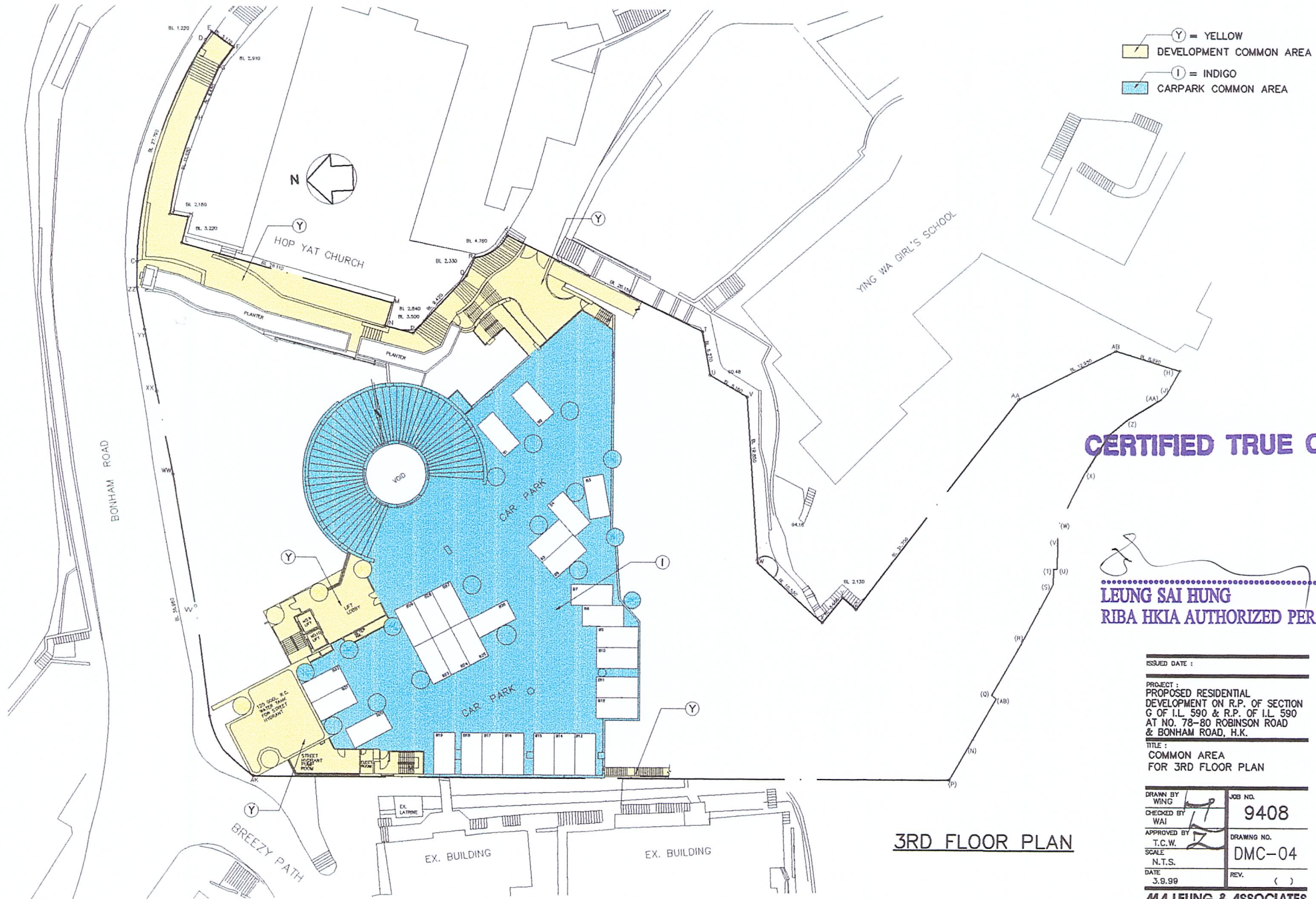
TITLE :  
 COMMON AREA  
 FOR 2ND FLOOR PLAN

DRAWN BY WING	JOB NO. <b>9408</b>
CHECKED BY WAI	DRAWING NO. <b>DMC-03</b>
APPROVED BY T.C.W.	SCALE N.T.S.
DATE 3.9.99	REV. ( )

**MA LEUNG & ASSOCIATES**  
 ARCHITECTS & ENGINEERS (HONG KONG) LTD.  
 馬梁建築師事務所 (香港) 有限公司

**2ND FLOOR PLAN**





- Y = YELLOW
- DEVELOPMENT COMMON AREA
- I = INDIGO
- CARPARK COMMON AREA

**CERTIFIED TRUE COPY**

*(Signature)*

**LEUNG SAI HUNG**  
**RIBA HKIA AUTHORIZED PERSON**

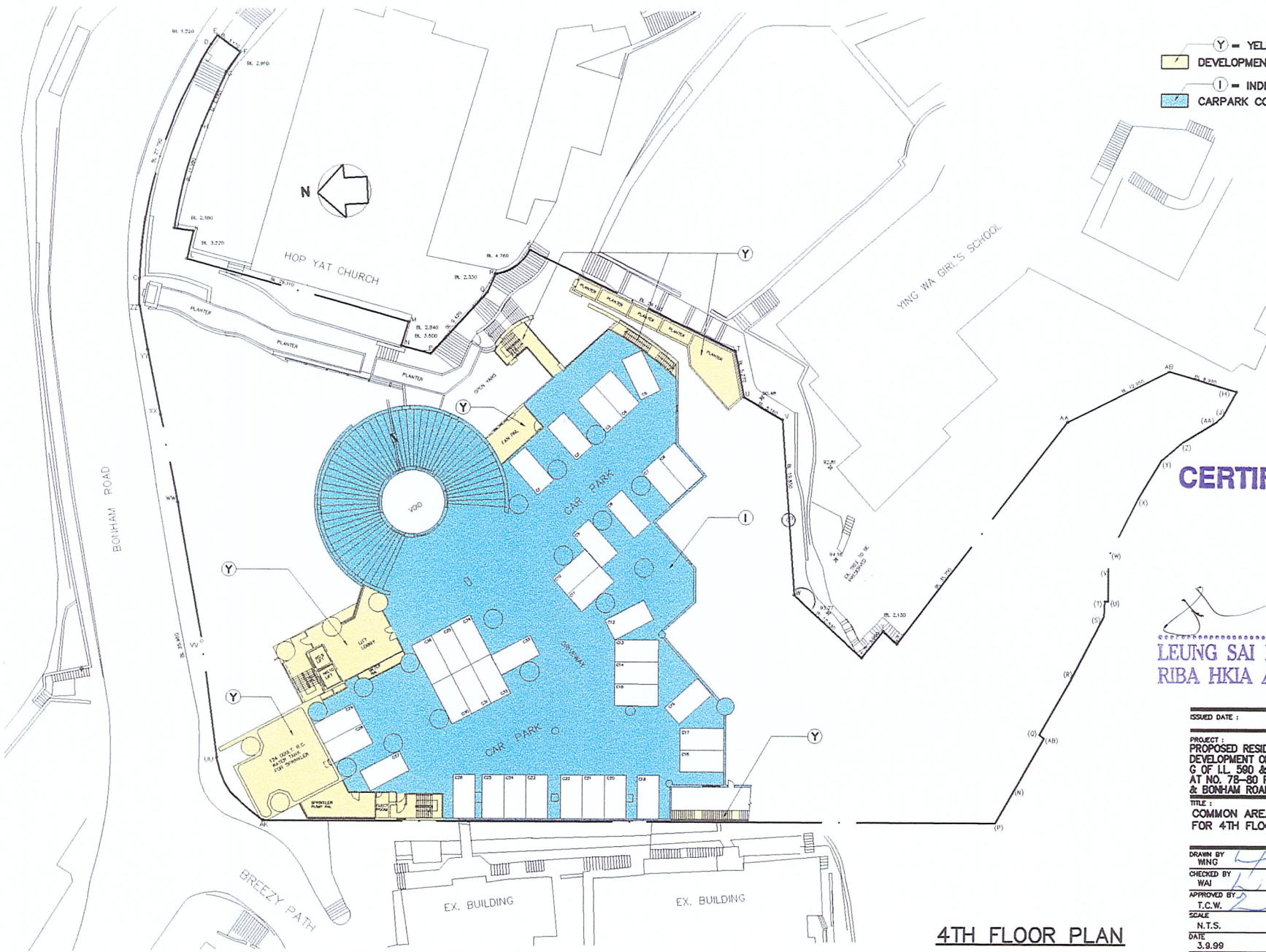
ISSUED DATE : \_\_\_\_\_

PROJECT :  
 PROPOSED RESIDENTIAL  
 DEVELOPMENT ON R.P. OF SECTION  
 G OF I.L. 590 & R.P. OF I.L. 590  
 AT NO. 78-80 ROBINSON ROAD  
 & BONHAM ROAD, H.K.

TITLE :  
 COMMON AREA  
 FOR 3RD FLOOR PLAN

DRAWN BY WING CHECKED BY WAI APPROVED BY T.C.W. SCALE N.T.S. DATE 3.9.99	JOB NO. <b>9408</b> DRAWING NO. <b>DMC-04</b> REV. ( )
---	--

**3RD FLOOR PLAN**



- Y = YELLOW
- DEVELOPMENT COMMON AREA
- I = INDIGO
- CARPARK COMMON AREA

**CERTIFIED TRUE COPY**

LEUNG SAI HUNG  
RIBA HKIA AUTHORIZED PERSON

ISSUED DATE :  
PROJECT :  
PROPOSED RESIDENTIAL  
DEVELOPMENT ON R.P. OF SECTION  
G OF I.L. 580 & R.P. OF I.L. 580  
AT NO. 78-80 ROBINSON ROAD  
& BONHAM ROAD, H.K.  
TITLE :  
COMMON AREA  
FOR 4TH FLOOR PLAN

DRAWN BY MING	JOB NO. 9408
CHECKED BY WAJ	DRAWING NO. DMC-05
APPROVED BY T.C.W.	SCALE N.T.S.
DATE 3.9.99	REV. ( )

**4TH FLOOR PLAN**

- Y = YELLOW  
DEVELOPMENT COMMON AREA
- G = GREEN  
DOMESTIC COMMON AREA
- I = INDIGO  
CARPARK COMMON AREA



**CERTIFIED TRUE COPY**

**LEUNG SAI HUNG**  
**RIBA HKIA AUTHORIZED PERSON**

ISSUED DATE :

PROJECT :  
PROPOSED RESIDENTIAL  
DEVELOPMENT ON R.P. OF SECTION  
G OF I.L. 590 & R.P. OF I.L. 590  
AT NO. 78-80 ROBINSON ROAD  
& BONHAM ROAD, H.K.

TITLE :  
COMMON AREA  
FOR 5TH FLOOR PLAN

DRAWN BY  
MING  
CHECKED BY  
WAI  
APPROVED BY  
T.C.W.  
SCALE  
N.T.S.  
DATE  
3.8.99

JOB NO.  
**9408**  
DRAWING NO.  
**DMC-06**  
REV. ( )

**5TH FLOOR PLAN**

- Y = YELLOW
- DEVELOPMENT COMMON AREA
- I = INDIGO
- CARPARK COMMON AREA

CERTIFIED TRUE COPY

LEUNG SAI HUNG  
RIBA HKIA AUTHORIZED PERSON

ISSUED DATE : \_\_\_\_\_

PROJECT :  
PROPOSED RESIDENTIAL  
DEVELOPMENT ON R.P. OF SECTION  
G OF I.L. 590 & R.P. OF I.L. 590  
AT NO. 78-80 ROBINSON ROAD  
& BONHAM ROAD, H.K.

TITLE :  
COMMON AREA  
FOR 6TH FLOOR PLAN

DRAWN BY WING	JOB NO. <b>9408</b>
CHECKED BY WAJ	DRAWING NO. <b>DMC-07</b>
APPROVED BY T.C.W.	DATE 3.9.99
SCALE N.T.S.	REV. ( )

MA LEUNG & ASSOCIATES  
ARCHITECTS & ENGINEERS (HONG KONG) LTD.  
馬景建築師事務所(香港)有限公司



6TH FLOOR PLAN



- Y = YELLOW
- DEVELOPMENT COMMON AREA
- I = INDIGO
- CARPARK COMMON AREA

**CERTIFIED TRUE COPY**

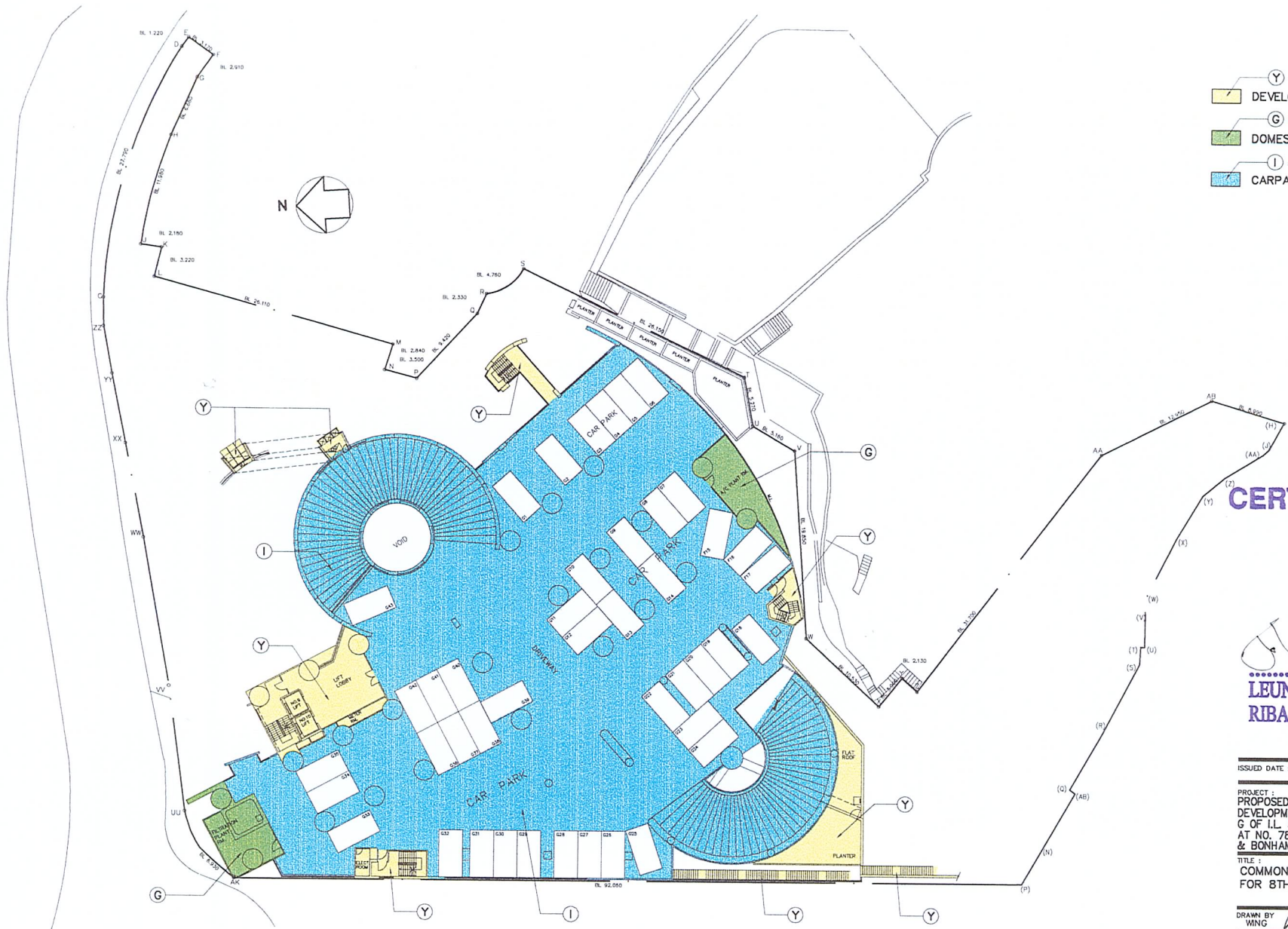
**LEUNG SAI HUNG**  
**RIBA HKIA AUTHORIZED PERSON**

ISSUED DATE : \_\_\_\_\_  
 PROJECT : PROPOSED RESIDENTIAL DEVELOPMENT ON R.P. OF SECTION G OF I.L. 590 & R.P. OF I.L. 590 AT NO. 78-80 ROBINSON ROAD & BONHAM ROAD, H.K.  
 TITLE : COMMON AREA FOR 7TH FLOOR PLAN

DRAWN BY WING	JOB NO. 9408
CHECKED BY WAI	
APPROVED BY T.C.W.	DRAWING NO. DMC-08
SCALE N.T.S.	REV. ( )
DATE 3.9.99	

**7TH FLOOR PLAN**

- Y = YELLOW
- DEVELOPMENT COMMON AREA
- G = GREEN
- DOMESTIC COMMON AREA
- I = INDIGO
- CARPARK COMMON AREA



**CERTIFIED TRUE COPY**

LEUNG SAI HUNG  
RIBA HKIA AUTHORIZED PERSON

**8TH FLOOR PLAN**

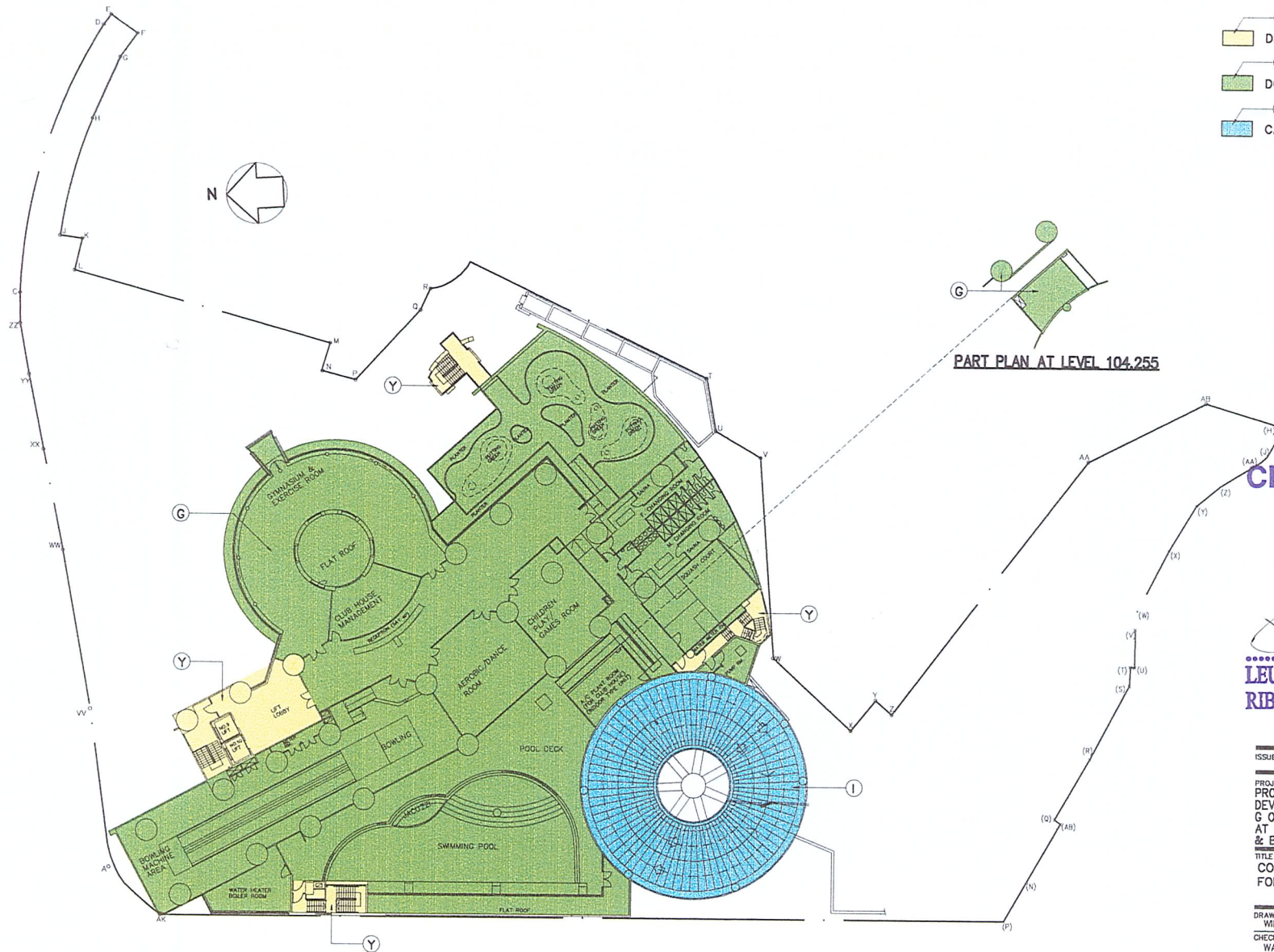
ISSUED DATE : \_\_\_\_\_

PROJECT :  
PROPOSED RESIDENTIAL  
DEVELOPMENT ON R.P. OF SECTION  
G OF I.L. 590 & R.P. OF I.L. 590  
AT NO. 78-80 ROBINSON ROAD  
& BONHAM ROAD, H.K.

TITLE :  
COMMON AREA  
FOR 8TH FLOOR PLAN

DRAWN BY WING		JOB NO. <b>9408</b>
CHECKED BY WAI		DRAWING NO. <b>DMC-09</b>
APPROVED BY T.C.W.		
SCALE N.T.S.		
DATE 3.9.99		REV. ( )

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馬梁建築師事務所 (香港) 有限公司



- Y = YELLOW
- DEVELOPMENT COMMON AREA
- G = GREEN
- DOMESTIC COMMON AREA
- I = INDIGO
- CARPARK COMMON AREA

PART PLAN AT LEVEL 104.255

**CERTIFIED TRUE COPY**

**LEUNG SAI HUNG**  
 RIBA HKIA AUTHORIZED PERSON

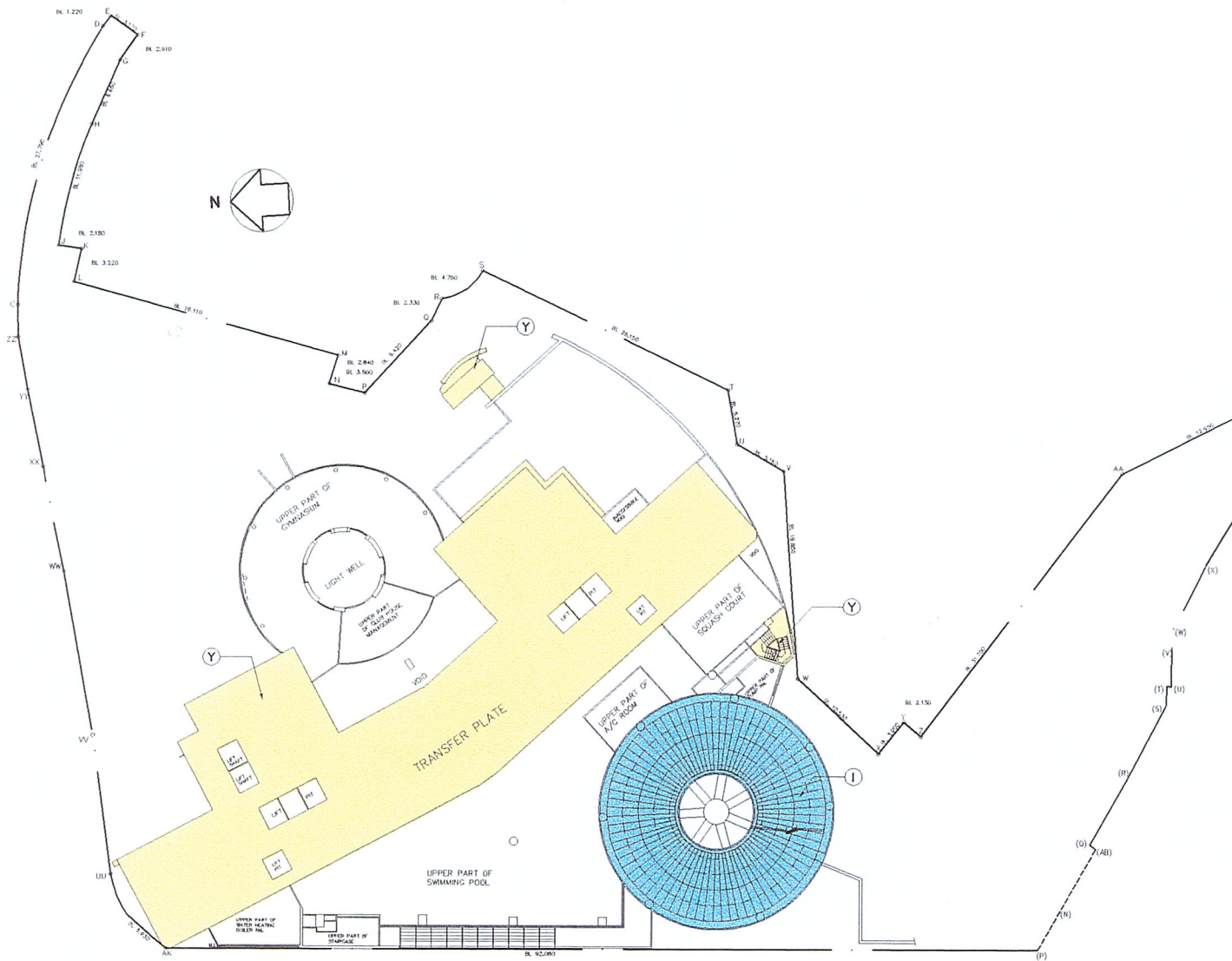
ISSUED DATE :

PROJECT :  
 PROPOSED RESIDENTIAL  
 DEVELOPMENT ON R.P. OF SECTION  
 G OF I.L. 590 & R.P. OF I.L. 590  
 AT NO. 78-80 ROBINSON ROAD  
 & BONHAM ROAD, H.K.

TITLE :  
 COMMON AREA  
 FOR 9TH FLOOR PLAN

DRAWN BY WING	JOB NO. <b>9408</b>
CHECKED BY WAI	DRAWING NO. <b>DMC-10</b>
APPROVED BY T.C.W.	DATE 3.9.99
SCALE N.T.S.	REV. ( )

**9TH FLOOR PLAN**



- Y = YELLOW  
DEVELOPMENT COMMON AREA
- I = INDIGO  
CARPARK COMMON AREA

**CERTIFIED TRUE COPY**

*(Signature)*  
**LEUNG SAI HUNG**  
 RIBA HKIA AUTHORIZED PERSON

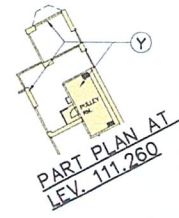
ISSUED DATE :	
PROJECT : PROPOSED RESIDENTIAL DEVELOPMENT ON R.P. OF SECTION G OF I.L. 590 & R.P. OF I.L. 590 AT NO. 78-80 ROBINSOIN ROAD & BONHAM ROAD, H.K.	
TITLE : COMMON AREA FOR TRANSFER PLATE PLAN	
DRAWN BY MING	JOB NO. 9408
CHECKED BY WAI	DRAWING NO. DMC-11
APPROVED BY T.C.W.	SCALE N.T.S.
DATE 3.9.99	REV. ( )

**TRANSFER PLATE PLAN**





- Y = YELLOW
- DEVELOPMENT COMMON AREA
- G = GREEN
- DOMESTIC COMMON AREA
- I = INDIGO
- CARPARK COMMON AREA



**CERTIFIED TRUE COPY**

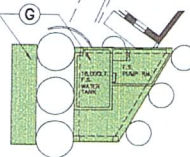
**LEUNG SAI HUNG**  
**RIBA HKIA AUTHORIZED PERSON**

ISSUED DATE :

PROJECT :  
 PROPOSED RESIDENTIAL  
 DEVELOPMENT ON R.P. OF SECTION  
 G OF I.L. 590 & R.P. OF I.L. 590  
 AT NO. 78-80 ROBINSON ROAD  
 & BONHAM ROAD, H.K.

TITLE :  
 COMMON AREA  
 FOR 10TH FLOOR PLAN

DRAWN BY WING	JOB NO. <b>9408</b>
CHECKED BY WAI	DRAWING NO. <b>DMC-12</b>
APPROVED BY T.C.W.	DATE 3.9.99
SCALE N.T.S.	REV. ( )

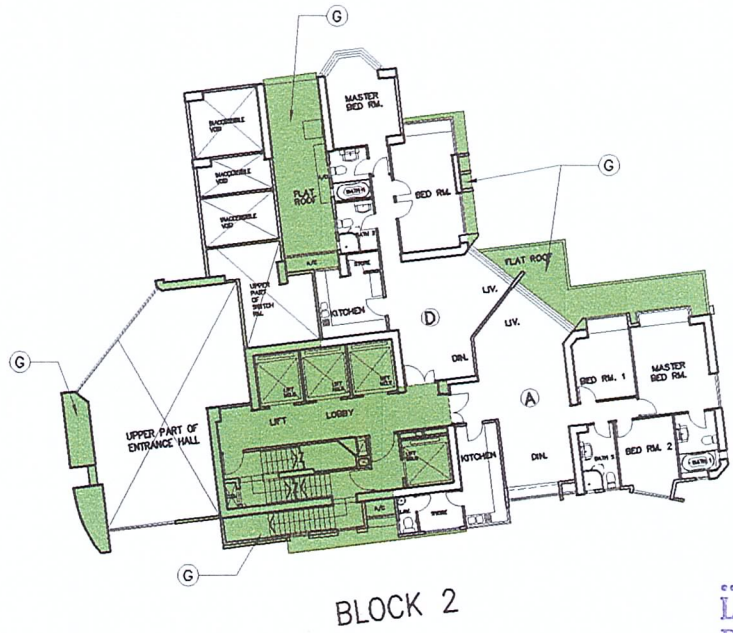
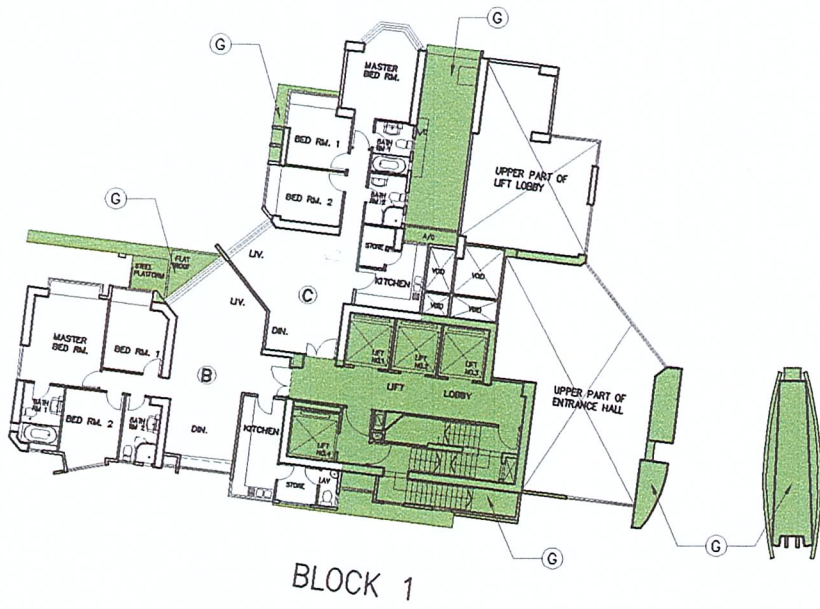


PART PLAN AT LEVEL 107.210

10TH FLOOR PLAN

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**G** = GREEN  
 DOMESTIC COMMON AREA



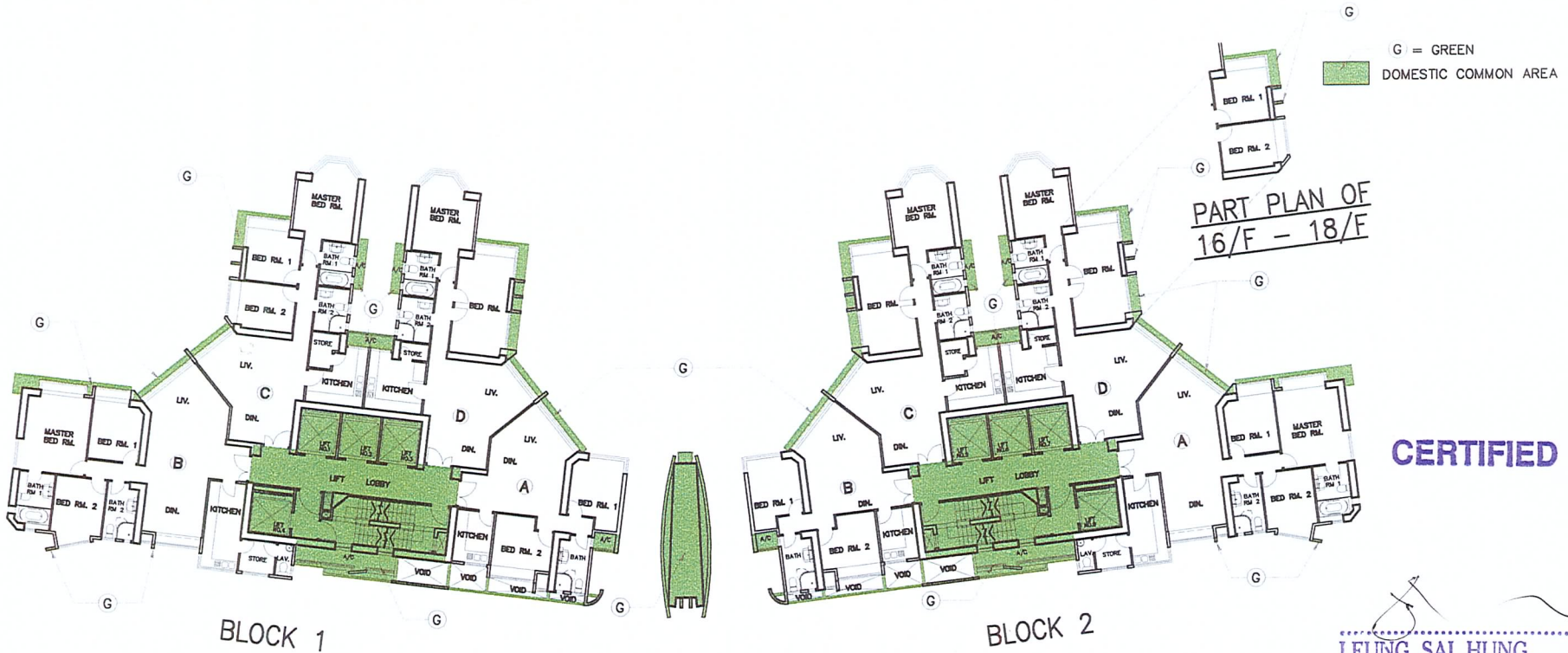
**CERTIFIED TRUE COPY**

*LEUNG SAI HUNG*  
 RIBA HKIA AUTHORIZED PERSON

11TH FLOOR DIAGRAM

ISSUED DATE :	
PROJECT : PROPOSED RESIDENTIAL DEVELOPMENT ON R.P. OF SECTION G OF I.L. 590 & R.P. OF I.L. 590 AT NO. 78-80 ROBINSON ROAD & BONHAM ROAD, H.K.	
TITLE : COMMON AREA FOR BLOCK 1 & 2 (11TH FLOOR)	
DRAWN BY: WING	JOB NO. 9408
CHECKED BY: WAI	DRAWING NO. DMC-13
APPROVED BY: T.C.W.	SCALE 1 : 200
DATE 3.9.99	REV. ( )

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 馬梁建築師事務所 (香港) 有限公司



**CERTIFIED TRUE COPY**

**LEUNG SAI HUNG**  
**RIBA HKIA AUTHORIZED PERSON**

12TH TO 13TH & 15TH TO 18TH FLOOR DIAGRAM


ISSUED DATE :

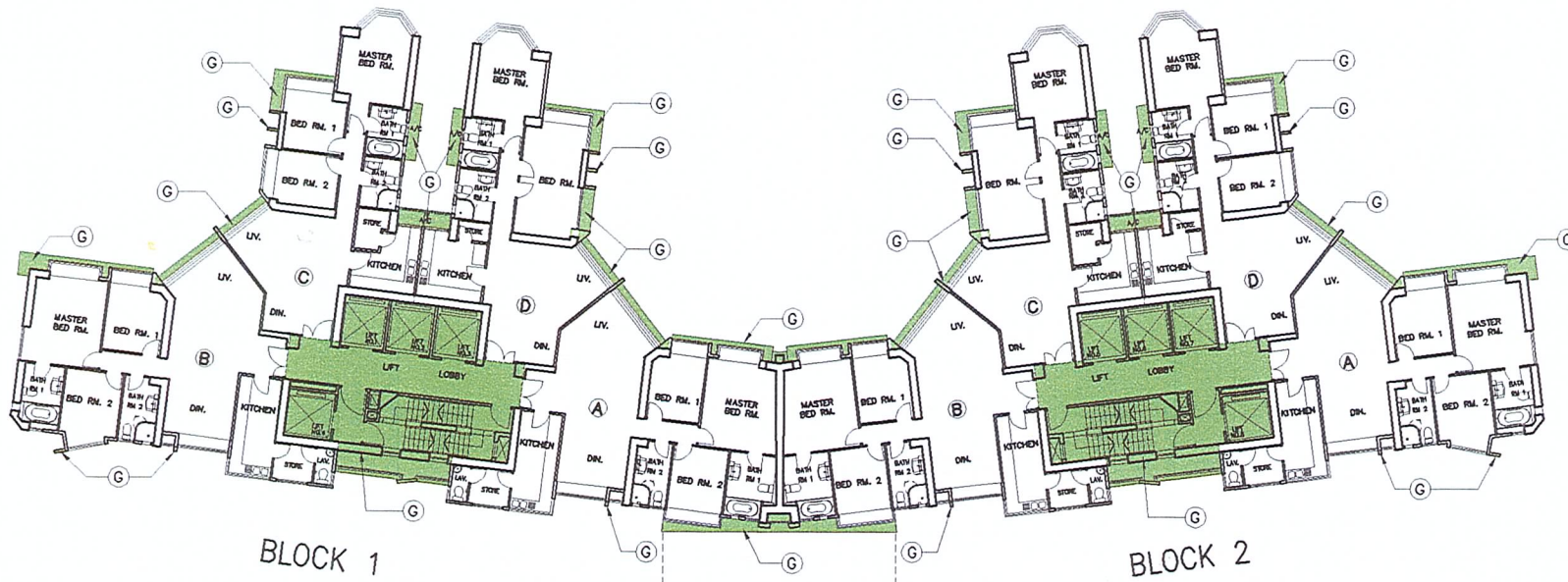
PROJECT :  
 PROPOSED RESIDENTIAL  
 DEVELOPMENT ON R.P. OF SECTION  
 G OF I.L. 590 & R.P. OF I.L. 590  
 AT NO. 78-80 ROBINSON ROAD  
 & BONHAM ROAD, H.K.

TITLE :  
 COMMON AREA  
 FOR BLOCK 1 & 2  
 (12TH - 18TH FLOOR)

DRAWN BY WING	JOB NO. 9408
CHECKED BY WAI	DRAWING NO. DMC-14
APPROVED BY I.C.W.	REV. ( )
SCALE N.T.S.	
DATE 3.9.99	

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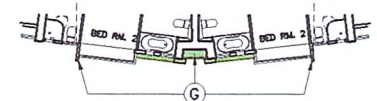
Ⓒ = GREEN  
 DOMESTIC COMMON AREA



**CERTIFIED TRUE COPY**

LEUNG SAI HUNG  
 RIBA HKIA AUTHORIZED PERSON

**19TH TO 21ST FLOOR DIAGRAM**



**PART PLAN OF 19, 20/F**

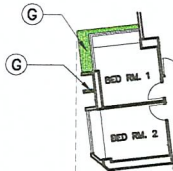
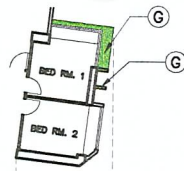
ISSUED DATE :

PROJECT :  
 PROPOSED RESIDENTIAL  
 DEVELOPMENT ON R.P. OF SECTION  
 G OF I.L. 590 & R.P. OF I.L. 590  
 AT NO. 78-80 ROBINSON ROAD  
 & BONHAM ROAD, H.K.

TITLE :  
 COMMON AREA  
 FOR BLOCK 1 & 2  
 (19TH TO 21ST FLOOR)

DRAWN BY WING	JOB NO. 9408
CHECKED BY WAI	
APPROVED BY T.C.W.	DRAWING NO. DMC-15
SCALE N.T.S.	
DATE 3.9.99	REV. ( )

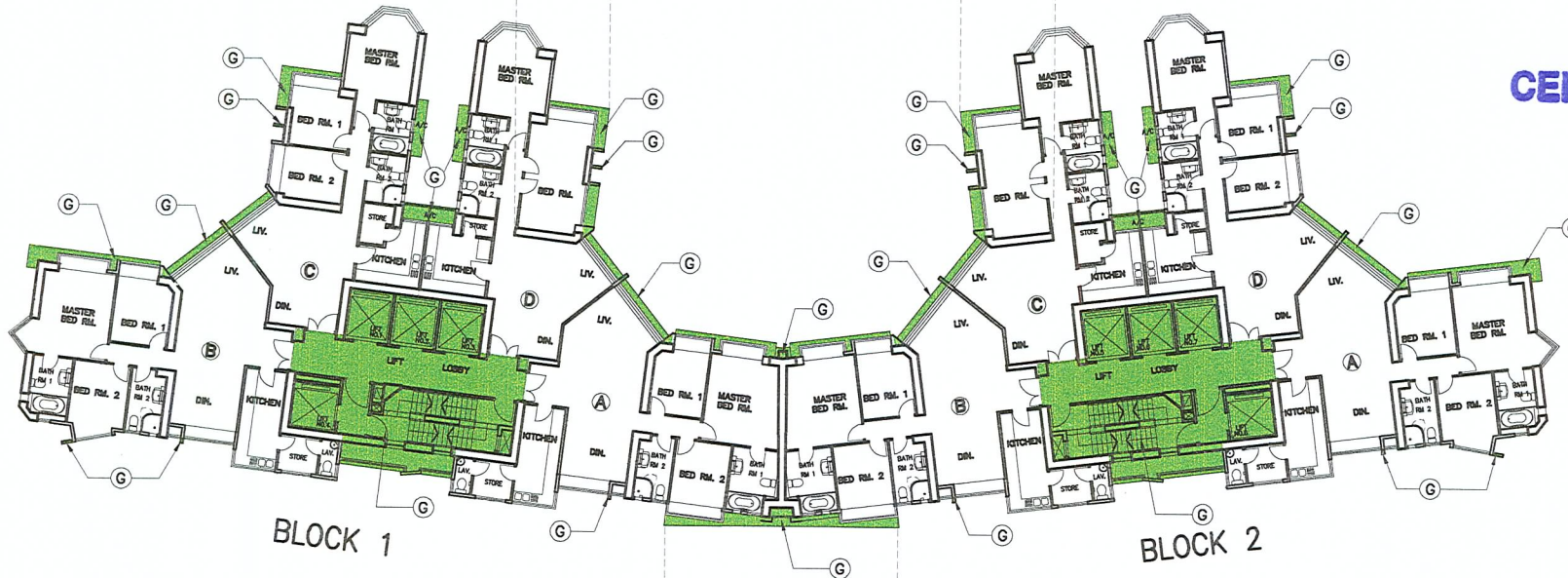
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G = GREEN  
 DOMESTIC COMMON AREA

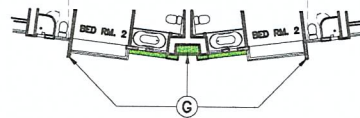
PART PLAN FOR 32ND TO 36TH FLOOR

**CERTIFIED TRUE COPY**



22ND TO 36TH FLOOR DIAGRAM

LEUNG SAI HUNG  
 RIBA HKIA AUTHORIZED PERSON



PART PLAN OF 22, 25, 27,  
 29, 31, 33, 36/F

ISSUED DATE :	
PROJECT :	
PROPOSED RESIDENTIAL DEVELOPMENT ON R.P. OF SECTION G OF I.L. 590 & R.P. OF I.L. 590 AT NO. 78-80 ROBINSON ROAD & BONHAM ROAD, H.K.	
TITLE :	
COMMON AREA FOR BLOCK 1 & 2 (22ND TO 23RD & 25TH TO 36TH FLOOR)	
DRAWN BY WING	JOB NO. 9408
CHECKED BY WAI	DRAWING NO. DMC-16
APPROVED BY T.C.W.	DATE 3.9.99
SCALE 1 : 200	REV. ( )

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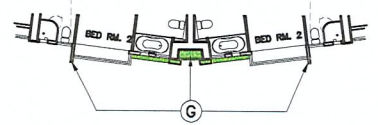
ⓐ = GREEN  
DOMESTIC COMMON AREA

**CERTIFIED TRUE COPY**

**LEUNG SAI HUNG**  
RIBA HKIA AUTHORIZED PERSON



**37TH TO 39TH , 41ST TO 43RD & 45TH TO 47TH FLOOR DIAGRAM**



**PART PLAN OF 38/F**

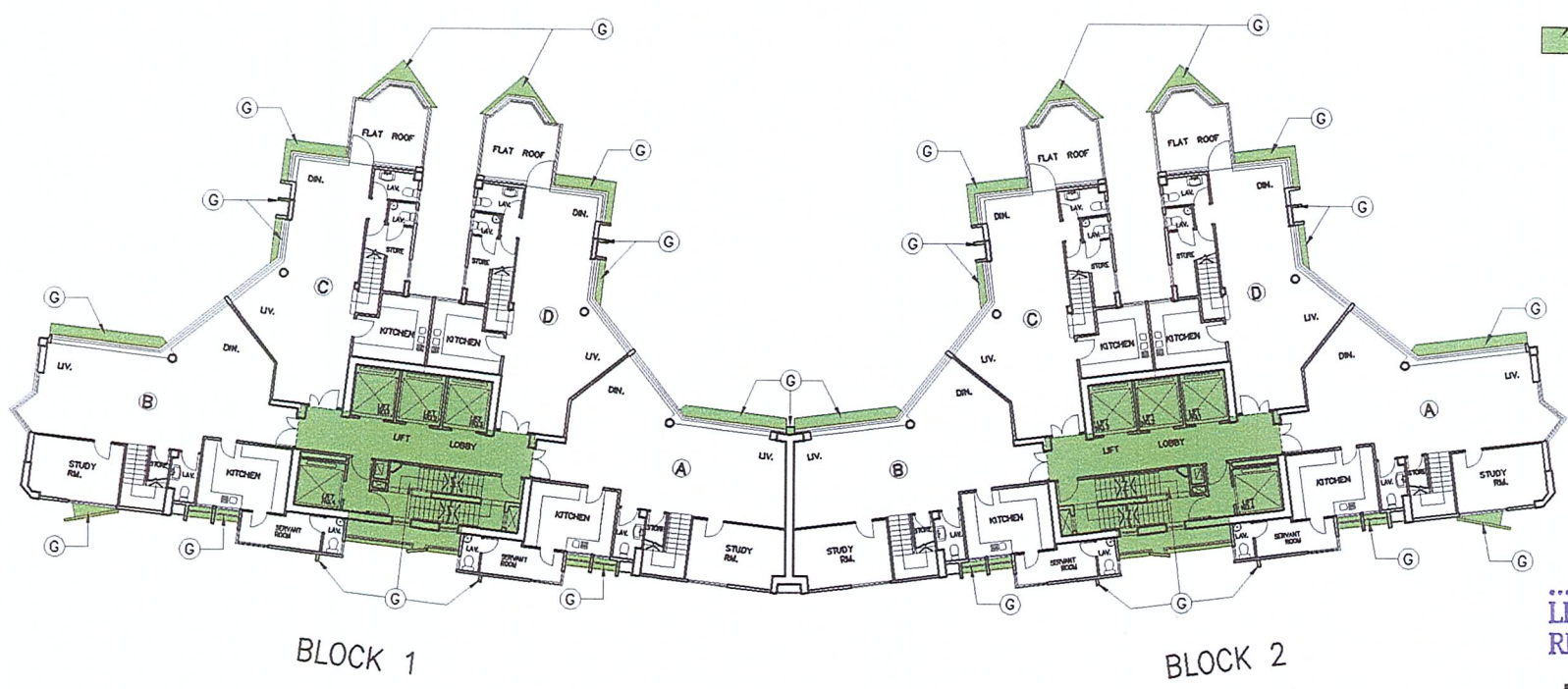
ISSUED DATE :

PROJECT :  
PROPOSED RESIDENTIAL  
DEVELOPMENT ON R.P. OF SECTION  
G OF I.L. 590 & R.P. OF I.L. 590  
AT NO. 78-80 ROBINSON ROAD  
& BONHAM ROAD, H.K.

TITLE :  
COMMON AREA FOR BLOCK 1 & 2  
(37TH TO 39TH , 41ST TO 43RD  
& 45TH TO 47TH FLOOR)

DRAWN BY WING	JOB NO. <b>9408</b>
CHECKED BY WAI	DRAWING NO. <b>DMC-17</b>
APPROVED BY T.C.W.	REV. ( )
SCALE 1 : 200	
DATE 3.9.99	

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G = GREEN  
 DOMESTIC COMMON AREA


**CERTIFIED TRUE COPY**

**LEUNG SAI HUNG**  
**RIBA HKIA AUTHORIZED PERSON**

48TH FLOOR DIAGRAM

ISSUED DATE :	
PROJECT : PROPOSED RESIDENTIAL DEVELOPMENT ON R.P. OF SECTION G OF I.L. 590 & R.P. OF I.L. 590 AT NO. 78-80 ROBINSON ROAD & BONHAM ROAD, H.K.	
TITLE : COMMON AREA FOR BLOCK 1 & 2 (48TH FLOOR)	
DRAWN BY WING	JOB NO. 9408
CHECKED BY WAI	
APPROVED BY T.C.W.	DRAWING NO. DMC-18
SCALE 1 : 200	REV. ( )
DATE 3.9.99	

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 馬梁建築師事務所(香港)有限公司

 = GREEN  
 DOMESTIC COMMON AREA



**CERTIFIED TRUE COPY**

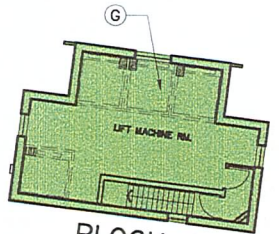
  
**LEUNG SAI HUNG**  
**RIBA HKIA AUTHORIZED PERSON**

49TH FLOOR DIAGRAM

ISSUED DATE :	
PROJECT : PROPOSED RESIDENTIAL DEVELOPMENT ON R.P. OF SECTION G OF I.L. 590 & R.P. OF I.L. 590 AT NO. 78-80 ROBINSON ROAD & BONHAM ROAD, H.K.	
TITLE : COMMON AREA FOR BLOCK 1 & 2 (49TH FLOOR)	
DRAWN BY WING	JOB NO. 9408
CHECKED BY WAI	DRAWING NO. DMC-19
APPROVED BY T.C.W.	SCALE 1 : 200
DATE 3.9.99	REV. ( )

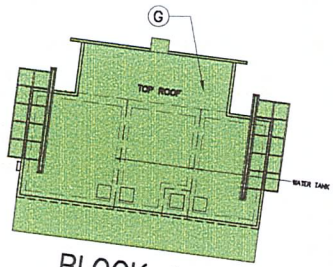
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 馬梁建築師事務所(香港)有限公司





BLOCK 1

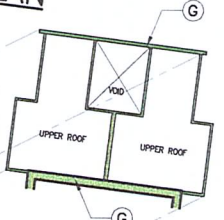
PART PLAN OF LIFT MACHINE ROOM



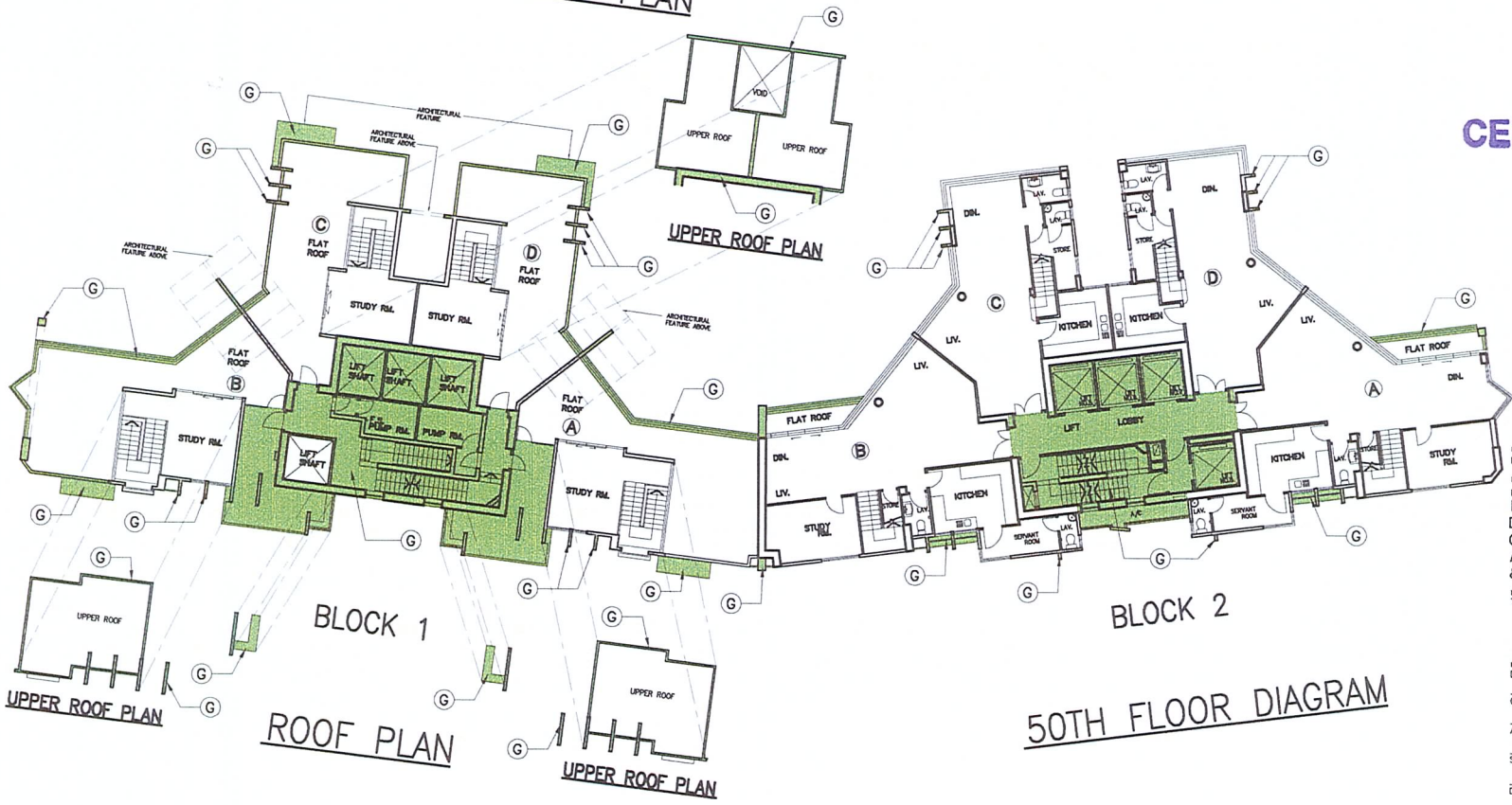
BLOCK 1

TOP ROOF PLAN

G = GREEN  
 DOMESTIC COMMON AREA



UPPER ROOF PLAN



BLOCK 1

BLOCK 2

UPPER ROOF PLAN

ROOF PLAN

UPPER ROOF PLAN

50TH FLOOR DIAGRAM

CERTIFIED TRUE COPY

LEUNG SAI HUNG  
 RIBA HKIA AUTHORIZED PERSON


ISSUED DATE :

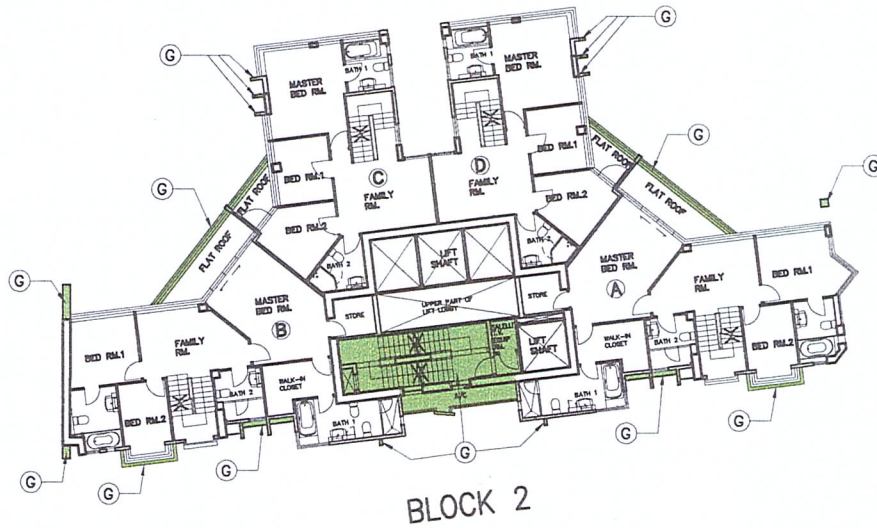
PROJECT :  
 PROPOSED RESIDENTIAL  
 DEVELOPMENT ON R.P. OF SECTION  
 G OF I.L. 590 & R.P. OF I.L. 590  
 AT NO. 78-80 ROBINSON ROAD  
 & BONHAM ROAD, H.K.

TITLE :  
 COMMON AREA  
 FOR BLOCK 1 (ROOF)  
 & BLOCK 2 (50TH FLOOR)

DRAWN BY WING	JOB NO. 9408
CHECKED BY WAI	DRAWING NO. DMC-20
APPROVED BY T.C.W.	REV. ( )
SCALE 1 : 200	
DATE 3.9.99	

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 = GREEN  
 DOMESTIC COMMON AREA



BLOCK 2

51ST FLOOR PLAN

**CERTIFIED TRUE COPY**

  
**LEUNG SAI HUNG**  
 RIBA HKIA AUTHORIZED PERSON

ISSUED DATE :

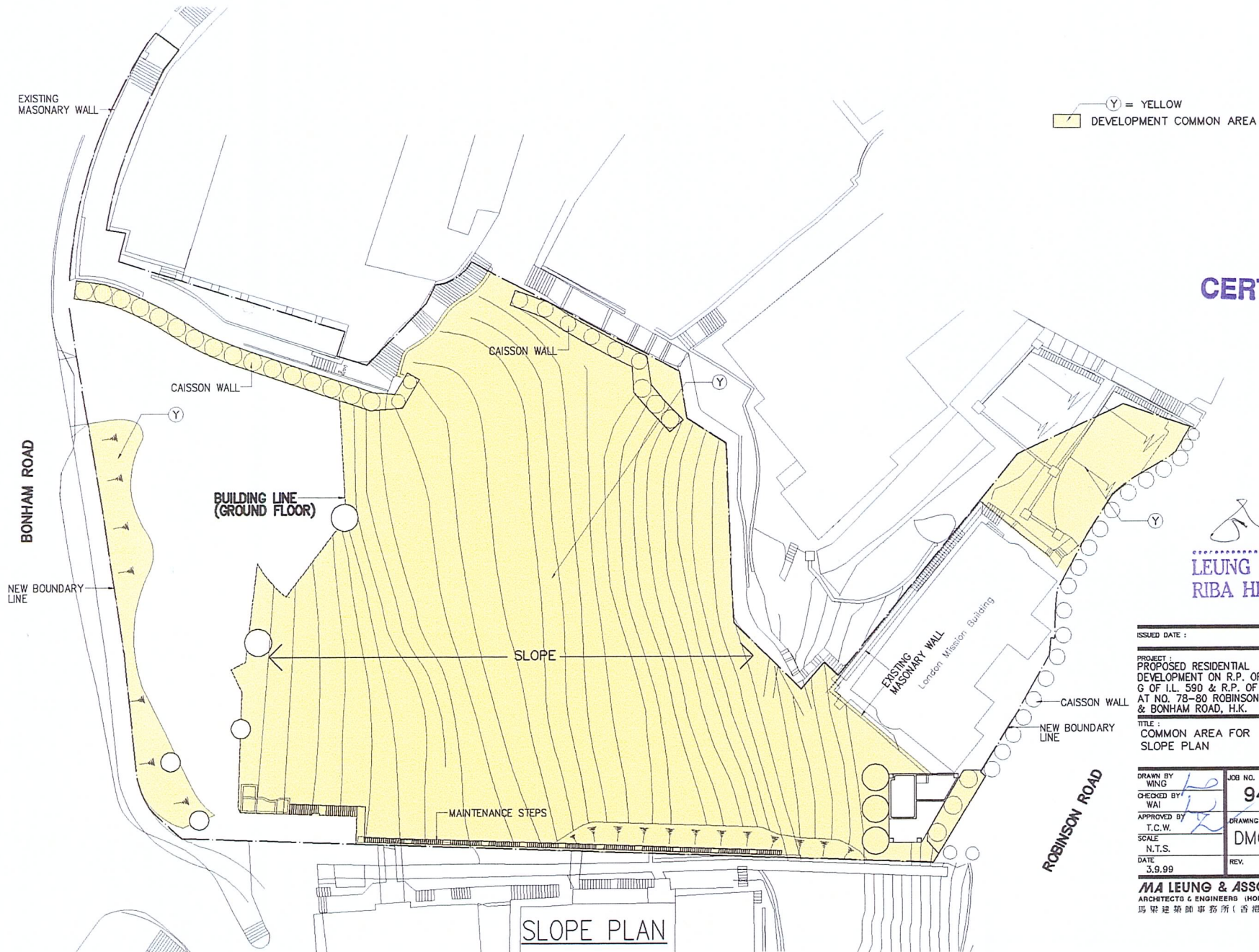
PROJECT :  
 PROPOSED RESIDENTIAL  
 DEVELOPMENT ON R.P. OF SECTION  
 G OF I.L. 590 & R.P. OF I.L. 590  
 AT NO. 78-80 ROBINSON ROAD  
 & BONHAM ROAD, H.K.

TITLE :  
 COMMON AREA  
 FOR BLOCK 2  
 (51ST FLOOR)

DRAWN BY WING	JOB NO. <b>9408</b>
CHECKED BY WAI	DRAWING NO. <b>DMC-21</b>
APPROVED BY T.C.W.	REV. ( )
SCALE 1 : 200	
DATE 3.9.99	

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**LEUNG SAI HUNG**  
**RIBA HKIA AUTHORIZED PERSON**

ISSUED DATE :

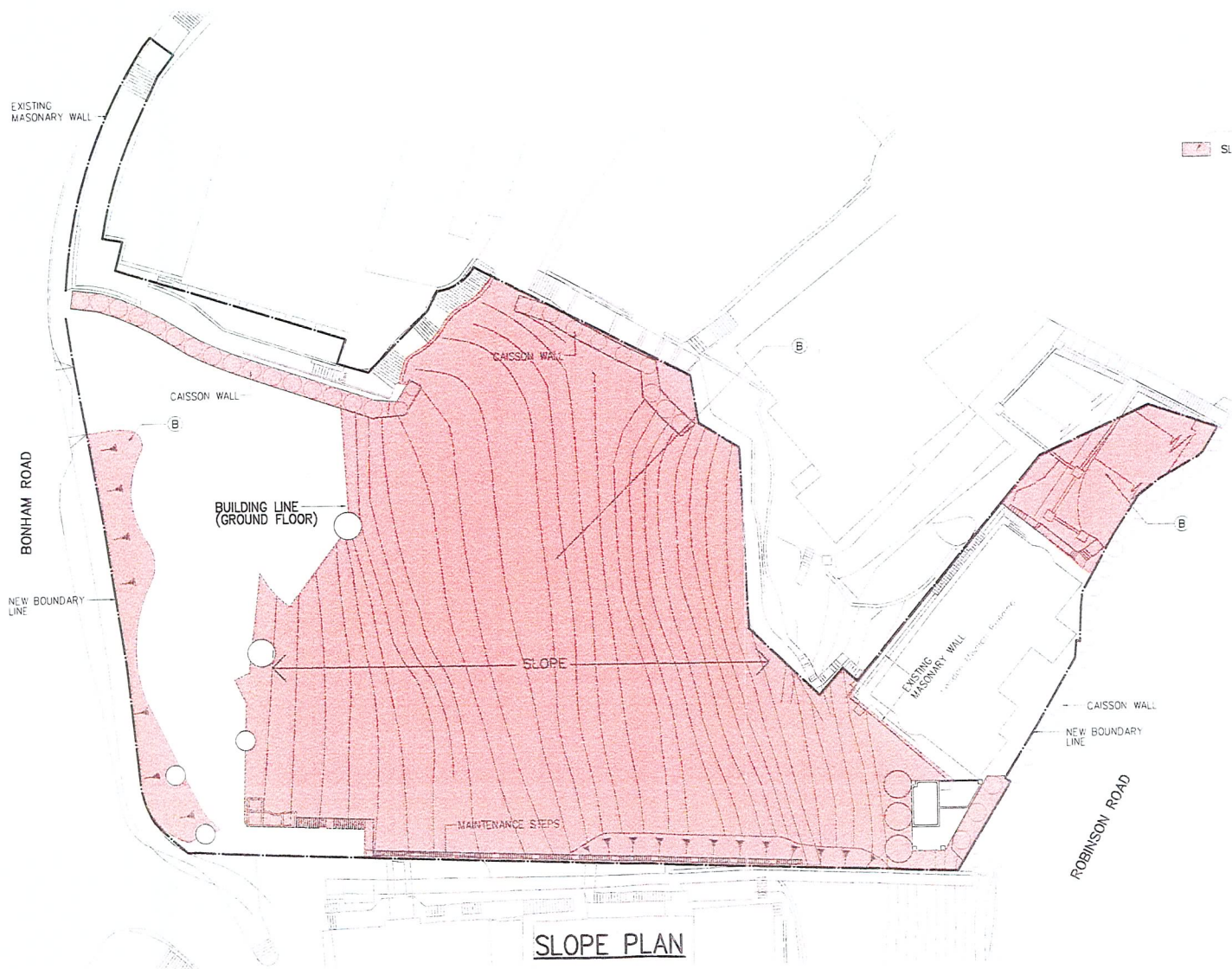
PROJECT :  
 PROPOSED RESIDENTIAL  
 DEVELOPMENT ON R.P. OF SECTION  
 G OF I.L. 590 & R.P. OF I.L. 590  
 AT NO. 78-80 ROBINSON ROAD  
 & BONHAM ROAD, H.K.

TITLE :  
 COMMON AREA FOR  
 SLOPE PLAN

DRAWN BY WING	JOB NO. 9408
CHECKED BY WAI	DRAWING NO. DMC-23
APPROVED BY T.C.W.	DATE 3.9.99
SCALE N.T.S.	REV. ( )

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 馬梁建築師事務所(香港)有限公司

**SLOPE PLAN**



B = BROWN  
 SLOPES / RETAINING STRUCTURES

**CERTIFIED TRUE COPY**

**LEUNG SAI HUNG**  
 RIBA HKIA AUTHORIZED PERSON

ISSUED DATE  
 PROJECT  
 PROPOSED RESIDENTIAL  
 DEVELOPMENT ON R.P. OF SECTION  
 G OF I.L. 590 & R.P. OF I.L. 590  
 AT NO. 76-80 ROBINSON ROAD  
 & BONHAM ROAD, H.K.  
 TITLE  
 SLOPE PLAN

DRAWN BY WING	JOB NO. 9408
CHECKED BY WAI	DRAWING NO. DMC-24
APPROVED BY T.C.W	REV ( )
SCALE 1:500	
DATE 3.9.99	

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**SLOPE PLAN**