

**THIS SUB-DEED OF MUTUAL COVENANT** is made the 4th day of July  
Two thousand and Sixteen

**BETWEEN**

(1) **BEST PROFIT LIMITED** ( 丰佳有限公司 ) whose registered office is situate at 12th Floor, Tsim Sha Tsui Centre, Salisbury Road, Tsim Sha Tsui, Kowloon, 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) \_\_\_\_\_ and \_\_\_\_\_ both of  
\_\_\_\_\_ The Hermitage, No.1 Hoi Wang Road, Kowloon, Hong Kong (hereinafter called “the First Purchaser” which expression shall where the context so admits include its successors and assigns or his executors, administrators and assigns or such survivor of his or her or their assigns ) of the second part; and

(3) **THE HERMITAGE ESTATES MANAGEMENT LIMITED** ( 帝峯•皇殿物業管理有限公司 ) whose registered office is situate at 12th Floor, Tsim Sha Tsui Centre, Salisbury Road, Tsim Sha Tsui, Kowloon, Hong Kong (hereinafter called “the Manager” which expression shall have the meaning ascribed to it in the Sub-Deed and where the context so admits include its successors ) of the third part.

**WHEREAS:-**

(1) This Deed is supplemental to the Deed of Mutual Covenant Incorporating Management Agreement dated the 31st day of March 2011 and registered in the Land Registry by Memorial No.11041800380081 (“the Principal Deed”).

(2) Prior to the Assignment hereinafter mentioned the First Owner was the registered owner of and entitled to (inter alia) All Those 702 equal undivided 13,174th parts or shares of and in All Those pieces and parcels of land registered in the Land Registry as KOWLOON INLAND LOT NO.11167 and KOWLOON INLAND LOT NO.11168 (collectively “the Lots”) and of and in the development constructed thereon and now known as “THE HERMITAGE ( 帝峯•皇殿 )” No.1 Hoi Wang Road, Kowloon (“the Development”) Together with the sole and exclusive right and privilege to hold use occupy and enjoy the Residential Carpark of the Development subject to and with the benefit of the Conditions and the Principal Deed.

(3) For the purpose of sale of Residential Carparking Spaces and Motor-Cycle Spaces within the Residential Carpark, the Undivided Shares referred to in recital (2) are sub-allocated to the various Residential Carparking Spaces and Motor-Cycle Spaces of

the Residential Carpark of the Development in the manner set out in the FIRST SCHEDULE hereto.

(4) By an Assignment of even date but executed immediately prior to the execution of this Deed and made between the First Owner of the one part and the First Purchaser of the other part, in consideration therein expressed the First Owner assigned unto the First Purchaser All Those 5 equal undivided 755 parts or shares of and in All Those 702 equal undivided 13,174th parts or shares of and in the Lots and of and in the Development Together with the sole and exclusive right and privilege to hold use occupy and enjoy ALL THAT Residential Carparking Space No.P5 on the 3rd Floor of the Development (“the said Property”) together with the benefit of the Principal Deed TO HOLD the same unto the First Purchaser absolutely subject to the Conditions and the Principal Deed.

(5) For the purpose of (a) defining and regulating the respective rights, interests and obligations of the Owners of the Residential Carpark, and (b) identifying those part of the Residential Carpark comprising the Residential Carpark Common Areas and the Residential Carpark Common Facilities (both as defined hereinafter), the parties hereto have agreed to enter into this Deed in the manner hereinafter appearing.

(6) The provisions of this Deed have been approved by the Director of Lands pursuant to the Conditions.

NOW THIS DEED WITNESSETH as follows:-

1. In this Deed, the definitions contained in the Principal Deed shall apply also to this Deed whenever the context so permits Provided That where any definition contained in the Principal Deed has a meaning ascribed to it in Clause 2 below, that definition shall for the purpose of this Deed be deemed to have been supplemented by the meaning ascribed to it in Clause 2.

2. In this Deed, the following definitions shall have the following meanings ascribed to them whenever the context so permits:-

“Deed” means this Deed as amended or varied from time to time;

“Residential Carpark Common Areas” means the Residential Carpark other than Residential Carparking Spaces and Motor-Cycle Spaces intended for use in common by Owners and Occupiers of the Residential Carparking Spaces and Motor-Cycle Spaces including (but not limited to) accessory areas, circulation passages, driveways, ramps, entrances, exits and other spaces or areas containing the Residential Carpark Common Facilities, and in so far as such Residential Carpark Common Areas are identifiable on plans, as shown for identification purposes on the 1st FLOOR PLAN, the 2nd FLOOR PLAN and the 3rd FLOOR PLAN (hereinafter collectively called “the Plans”) hereto annexed and thereon coloured Violet, the accuracy of the Plans has been certified by or on behalf of the Authorized Person;

“Residential Carpark Common Facilities” means and includes those facilities, equipment, machines, apparatus and installations in, under or above the Lots and the Development for the general benefit and service of the Residential Carparking Spaces and Motor-Cycle Spaces only but no Owner of Residential Carparking Spaces and Motor-Cycle Spaces has the exclusive right to use or enjoy, and shall include (but not limited to) lighting and security system (if any) and other electrical, mechanical and sanitary installations within the Residential Carpark Common Areas and are for the common use and benefit of the Owners of Residential Carparking Spaces and Motor-Cycle Spaces.

3. 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. Subject to Clause 1 hereof, expressions used in this Deed shall (unless otherwise specifically defined or re-defined herein) have the same meanings defined in the Principal Deed.

4. There shall be sub-allocated to various Residential Carparking Spaces and Motor-Cycle Spaces of the Residential Carpark Undivided Shares in the manner respectively set out in the First Schedule hereto.

5. All Management Fees, contributions and other payments payable respectively under the Principal Deed and this Deed (if any) in respect of each of the Residential Carparking Spaces and Motor-Cycle Spaces shall be borne and paid by the Owner thereof in proportion to the respective Management Shares sub-allocated to the relevant Residential Carparking Spaces and Motor-Cycle Spaces in the manner set out in the Second Schedule hereto.

6. The First Owner shall at its own expense provide a direct translation in Chinese of this Deed and at its own expenses provide and deposit a copy of this Deed and its direct translation in Chinese in the management office of the Development within one (1) month of the date of this Deed for inspection by the Owners free of costs during office hours and for the taking of copies by the Owners upon request on payment of reasonable copying charges. All charges received must be credited to the Capital Reserve Fund. In the event of any dispute as to the effect of the Chinese translation and the English version of this Deed, the English version approved by the Director of Lands shall prevail.

7. All the covenants provisions terms stipulations and agreements and in particular the powers of the Manager contained in the Principal Deed shall apply and take effect and be binding on the parties hereto as if the same had been specifically set out in these presents in full. In the event that any of the provisions of this Deed shall be inconsistent and shall conflict with the Principal Deed, the provisions of the Principal Deed shall prevail.

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

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**“Allocation of Undivided Shares”**

<u>Residential Carpark</u>	<u>Undivided Shares</u>
142 Residential Carparking Spaces (Nos. P1 to P16, P19 to P84, P86 to P104 on 1st Floor, P2 to P14 on 2nd Floor and P1 to P17, P19 to P29 on 3rd Floor) at 5/755 of and in 702/13,174 Undivided Shares each	710/755 of 702/13,174
3 Residential Carparking Spaces (Nos. P.17 on 1st Floor, P1 on 2nd Floor and P18 on 3rd Floor) at 7/755 of and in 702/13,174 Undivided Shares each	21/755 of 702/13,174
24 Motor-Cycle Spaces (Nos. M1 to M24 on 2nd Floor) at 1/755 of and in 702/13,174 Undivided Shares each	24/755 of 702/13,174
<b>Total No. of Undivided Shares :</b>	<b><u>702/13,174</u></b>

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**“Allocation of Management Shares”**

Residential Carpark

Management Shares

142 Residential Carparking Spaces (Nos. P1 to P16, P19 to P84, P86 to P104 on 1st Floor, P2 to P14 on 2nd Floor and P1 to P17, P19 to P29 on 3rd Floor) at 5/755 of and in 702/13,074 Management Shares each

710/755 of 702/13,074

3 Residential Carparking Spaces (Nos. P.17 on 1st Floor, P1 on 2nd Floor and P18 on 3rd Floor) at 7/755 of and in 702/13,074 Management Shares each

21/755 of 702/13,074

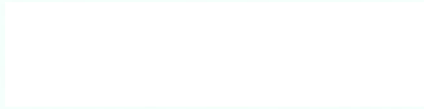
24 Motor-Cycle Spaces (Nos. M1 to M24 on 2nd Floor) at 1/755 of and in 702/13,074 Management Shares each

24/755 of 702/13,074

**Total No. of Management Shares :**

**702/13,074**

SEALED with the COMMON SEAL of )  
The First Owner and SIGNED by )



)  
)  
)  
)  
)  
)  
)  
person(s) duly authorised by its board of )  
directors whose signature(s) is/are verified )  
by :- )



SIGNED SEALED and DELIVERED by the )  
First Purchaser [Holders of Hong Kong )  
Identity Cards Nos. [redacted] and )  
[redacted] in the presence of :- )



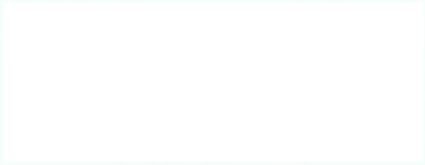
INTERPRETED to the First Purchaser by :-



SEALD with the COMMON SEAL of the )  
Manager and SIGNED by )



person(s) duly authorised by its board of )  
directors whose signature(s) is/are verified )  
by :- )




7





**LEGEND**

 RESIDENTIAL CARPARK  
COMMON AREAS

**I hereby certify the accuracy of this plan**

*LEUNG SAI HUNG*  
HKIA AUTHORIZED PERSON

**KOWLOON INLAND LOT NOS. 11167 & 11168**

1ST FLOOR PLAN 1:600

**MLA**  
ARCHITECTS (HK) LTD  
馬梁建築師事務所(香港)有限公司

SUB-DMC-24



**LEGEND**

RESIDENTIAL CARPARK COMMON AREAS

**I hereby certify the accuracy of this plan**

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



**LEGEND**

RESIDENTIAL CARPARK  
COMMON AREAS

**I hereby certify the accuracy of this plan**

LEUNG SAI HUNG  
HKIA AUTHORIZED PERSON

Dated the 4th day of July 2016

---

---

**SUB-DEED OF MUTUAL COVENANT  
AND MANAGEMENT AGREEMENT**

**in respect of the Residential Carpark of  
The Hermitage**

---

Woo, Kwan, Lee & Lo,  
Solicitors & Notaries,  
Room 2801, Sun Hung Kai Centre,  
30 Harbour Road, Wanchai,  
Hong Kong.

Ref.: B980/SHK/HFM/LYF  
(2015 04 08) (v.4)  
(approved on 2015 06 01)