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本署檔號 Our Ref: () in LD LS 98/CLT/61V(M.P.7.0) Pt.10
來函檔號 Your Ref:



地政總署
地政處
土地供應組
LANDS DEPARTMENT
LANDS ADMINISTRATION OFFICE
LAND SUPPLY SECTION

我們矢志努力不懈，提供盡善盡美的土地行政服務。
We strive to achieve excellence in land administration.

九龍觀塘道388號創紀之城1期1座37樓3702-10室
Units 3702-10, 37th Floor, Tower 1,
Millennium City 1, 388 Kwun Tong Road
Kwun Tong, Kowloon
網址 Website : www.landsd.gov.hk

來函請註明本署檔號
Please quote our reference in your reply

BY REGISTERED SERVICE

Hong Kong Resort Company Limited
23/F., China Merchants Tower
Shun Tak Centre
168 – 200 Connaught Road Central
Hong Kong

17 August 2021

Dear Sirs,

**The Remaining Portion of Lot No. 385 in
Demarcation District No. 352 and
the Extensions thereto
(Discovery Bay, Lantau Island, New Territories)**



I have to inform you that in consideration of your payment to the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”) of an additional premium amounting to \$5,240,210,000.00 and an administrative fee of \$326,789.00 (the receipts whereof are hereby acknowledged), I hereby approve Master Plan 7.0E and the Schedule of Development in respect thereof (hereinafter collectively referred to as “the Master Plan”) under New Grant No. 6122 as extended by three extension letters deposited and registered in the Land Registry as New Grant Nos. 6620, 6788 and 6947 (which New Grant Nos. 6122, 6620, 6788 and 6947 are hereinafter collectively referred to as “the Conditions”), under which The Remaining Portion of Lot No. 385 in Demarcation District No. 352 and the Extensions thereto (hereinafter referred to as “the Lot”) is held, in manner hereinafter appearing subject to the following conditions and to your acceptance thereof in the manner stated in paragraph 2 hereof :-

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- (1) Subject to the amendments set out in Conditions (2) and (3) below, you shall observe and perform all the terms and conditions contained in my letter to you dated the 28th day of February 2000 and registered in the Land Registry by Memorial No. IS 280736 (hereinafter referred to as “the First Approval Letter”) as amended by my letter to you dated the 24th day of March 2016 and registered in the Land Registry by Memorial No. 16040101400019 (hereinafter referred to as “the Second Approval Letter”) and such terms and conditions as amended as hereinafter mentioned shall remain in full force and effect.
- (2) Master Plan 6.0E7h(a) and the Schedule of Development in respect thereof as approved under the Second Approval Letter shall be deemed to be null and void and of no effect.
- (3) With effect from the date of this letter :-
 - (A) all references in the First Approval Letter and the Second Approval Letter to “the Master Plan” shall be read and construed as references to “Master Plan 7.0E and the Schedule of Development in respect thereof” hereby approved.
 - (B) Condition (3)(B) of the Second Approval Letter shall be deemed to be deleted from the Second Approval Letter.
 - (C) all references in the First Approval Letter and the Second Approval Letter to “Area N1” shall be read and construed to mean the areas comprising (i) those parts of the Lot marked “N1 NORTH” and shown coloured beige on the Master Plan and (ii) those parts of the Lot marked “N1 SOUTH” and shown coloured beige on the Master Plan.
 - (D) Condition (10) of the Second Approval Letter shall be deemed to be deleted from the Second Approval Letter and the following condition shall be deemed to be substituted therefor :-

- “(10) (a) You shall fulfill the requirement for the provision of existing public recreation facilities and new public recreation facilities as laid down in the table titled “SUMMARY OF PUBLIC RECREATION FACILITIES (‘PRF’) IN DISCOVERY BAY” in the Master Plan (hereinafter collectively referred to as “the Public Recreation Facilities”).
- (b) The management costs and maintenance costs of the Public Recreation Facilities shall be solely borne by you (excluding your assigns) for the residue of the lease term of the Lot.
- (c) You shall open the Public Recreation Facilities for use by the public for the residue of the lease term of the Lot.
- (d) Out of the Public Recreation Facilities provided or to be provided under this Condition, you shall open the Seafront Plaza, South Promenade, North Promenade, Piazza, Central Park Toilet, Central Park, Bicycle Lanes, Hiking Trails and the Beach for use by the public free of admission fees or charges.”

- (E) the following provision shall be deemed to be added to at the end of Condition (3)(c)(I)(ii) of the First Approval Letter :-

“Regarding the Sub-DMC or (as the case may be) a Sub-Sub-Deed of Mutual Covenant in respect of a part of the extended development to be made under any one of the Sub-DMC (hereinafter referred to as “the Sub-Sub-DMC”) which will relate to any building or buildings for residential purposes (excluding service apartments) to be erected, after the date of this letter, on the extended development or the relevant part of the extended development, the Sub-DMC or (as the case may be) the Sub-Sub-DMC shall be in such form as the Director shall approve or require and, in particular, shall contain provision setting out information on

the number or numbers of the undivided shares in the Lot and the development thereon and the category or categories of such undivided shares allocated under the Principal DMC held by you for your allocation or (as the case may be) sub-allocation of them to the building or buildings for residential purposes (excluding service apartments).”

- (4) (a) You shall further develop that part of the Lot marked “N1 NORTH” on the Master Plan (hereinafter referred to as “Area N1 NORTH”) by the erection thereon of buildings in accordance with the Master Plan and complying in all respects with the Conditions and all Ordinances, byelaws and regulations relating to building, sanitation and planning which are or may at any time be in force in the Hong Kong Special Administrative Region in the following manner:-

- (I) you shall within 60 months from the date of this letter complete and make fit for occupation within Area N1 NORTH a building or buildings having a total gross building area of not less than 27,000 square metres which shall not be used for any purpose other than residential purposes (excluding service apartments);
- (II) you shall within 90 months from the date of this letter complete and make fit for occupation within Area N1 NORTH a building or buildings having a total gross building area of not less than 60,000 square metres (including the gross building area completed pursuant to sub-clause (I) of this Condition (4)(a)) which shall not be used for any purpose other than residential purposes (excluding service apartments); and
- (III) you shall within 120 months from the date of this letter complete and make fit for occupation within Area N1 NORTH a building or buildings having a total gross building area of not less than 74,400 square metres (including the gross building area completed pursuant to sub-clauses (I) and (II) of this Condition (4)(a)) which shall not be used for any purpose other than residential purposes (excluding service apartments).
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- (b) For the avoidance of doubt, the total gross building area of the buildings erected or to be erected within Area N1 NORTH shall not exceed 157,100 square metres.
- (5) (a) You shall complete and make fit for occupation within that part of the Lot marked "2a" on the Master Plan (hereinafter referred to as "Area 2a") the Multi-recreation Center as laid down in the table titled "SUMMARY OF PUBLIC RECREATION FACILITIES ('PRF') IN DISCOVERY BAY" in two stages in accordance with the Schedule of Accommodation annexed hereto which shall be used for public recreation purposes, the first stage having a total gross building area of 5,000 square metres within 60 months from the date of this letter and the second stage having a total gross building area of 8,000 square metres (excluding the gross building area of 5,000 square metres completed in the first stage) within 90 months from the date of this letter.
- (b) For the purpose of this Condition (5), the decision of the Director of Lands (hereinafter referred to as "the Director") as to what constitutes the Multi-recreation Center in Area 2a and the facilities contained in Schedule of Accommodation shall be final and binding on you.
- (6) (a) You shall within 60 months from the date of this letter complete and make fit for occupation within that part of the Lot marked "9a" on the Master Plan (hereinafter referred to as "Area 9a") the Ice Skating Rink as laid down in the table titled "SUMMARY OF PUBLIC RECREATION FACILITIES ('PRF') IN DISCOVERY BAY" having a total gross building area of 1,978 square metres which shall be used for public recreation purposes.
- (b) For the purpose of this Condition (6), the decision of the Director as to what constitutes the Ice Skating Rink in Area 9a shall be final and binding on you.

- (7) The provisions of Condition (2)(b) of the First Approval Letter shall apply for the purposes of determining the gross building area of the building or buildings as referred to in Conditions (4), (5) and (6) of this letter.
- (8) You shall at your own expense and in all respects to the satisfaction of and within such time limit as stipulated by the Director of Environmental Protection fully implement all works and measures as recommended in the Sewerage Impact Assessment dated the 26th day of March 2018 and submitted by you to the Director of Environmental Protection and comply with such other measures and requirements as the Director of Environmental Protection may from time to time impose.
- (9) The approval hereby granted shall be subject to the Deed of Restrictive Covenant dated the 10th day of December 1999 and registered in the Land Registry by Memorial Nos. IS278911 and TW1325552 as amended by the Deed of Variation of Deed of Restrictive Covenant dated the 25th day of August 2017 and registered in the Land Registry by Memorial No. 17092601830018 (hereinafter collectively referred to as "the DRC") entered into between the Director on behalf of the Government and Hongkong International Theme Parks Limited to the intent and to the extent that the covenants as contained in the DRC shall be applicable to those parts of the Lot marked "N1 NORTH", "N1 SOUTH", "N2", "N3", "N4a", "N4b", "N5a", "N5b", "N6", "N7" and "N8" on the Master Plan hereby approved.
- (10) No building or buildings may be erected on the Lot or any part thereof or upon any area or areas outside the Lot specified in the conditions contained in this letter, the First Approval Letter or the Second Approval Letter, nor may any development or use of the Lot, or any part thereof, or of any area or areas outside the Lot specified in the conditions contained in this letter, the First Approval Letter or the Second Approval Letter take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislations.

- (11) Any failure or neglect by you to perform, observe or comply with any of the conditions contained in this letter, the First Approval Letter or the Second Approval Letter shall be deemed to be a breach of the Conditions, and the condition of re-entry on the breach of the Conditions shall extend to any failure or neglect to perform, observe or comply with any of the conditions contained in this letter, the First Approval Letter or the Second Approval Letter. For the avoidance of doubt, it is hereby declared and provided that the Government shall, without prejudice to any other remedies which the Government or the Director may have under the conditions contained in this letter, the First Approval Letter or the Second Approval Letter or otherwise, be entitled to exercise its right of re-entry under the Conditions should you fail or neglect to perform, observe or comply with any of the conditions contained in this letter, the First Approval Letter or the Second Approval Letter.
- (12) (a) In the event of any breach, non-observance or non-performance of any of the conditions contained in this letter, the First Approval Letter or the Second Approval Letter, the Director shall, without prejudice to any other remedies which the Director or the Government may have whether under the conditions contained in this letter, the First Approval Letter or the Second Approval Letter or otherwise, have the right to serve upon you and to register in the Land Registry a vesting notice to the effect that all or some of the undivided shares held by you together with the exclusive possession of such part of the Lot held therewith as specified in the vesting notice (hereinafter referred to as “the relevant interest”) be vested in The Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance (hereinafter referred to as “F.S.I.” which expression shall if the context permits include its successors and assigns) absolutely.
- (b) Upon the service of a vesting notice as provided in sub-clause (a) of this Condition (12), the relevant interest shall be vested in F.S.I. as if there had been, by your execution of the docket on this letter, an assignment of the relevant interest from you to F.S.I. absolutely and F.S.I. shall have the power to deal with or otherwise dispose of the relevant interest in such manner as it thinks fit but free of any claim or objection from you.

- (13) (a) If there is any breach, non-observance or non-performance of any of the conditions contained in this letter, the First Approval Letter or the Second Approval Letter, you shall, forthwith upon demand in writing made by the Director or within such time limit as may be imposed by the Director, assign to the Government or its nominee free of all costs, charges, compensation and consideration whatsoever free from any incumbrance all or some of the undivided shares held by you as the Director may require, and for this purpose you shall at your own cost and expense execute an assignment in such form and containing such provisions as the Director may approve or require and you hereby irrevocably appoint the Director (who shall have the full power of substitution and may act through such officers, agents, nominees and substitute attorneys as he may from time to time appoint) by way of security as your attorney in your name or otherwise and on your behalf and as your act and deed to sign, seal, execute, deliver and perfect all deeds and instruments and do all acts, deeds, matters and things which may be required or which the Director shall think fit for carrying into effect the assignment in favour of the Government or its nominee.
- (b) Nothing contained in sub-clause (a) of this Condition (13) shall prejudice the rights, remedies and claims of the Government whether under the Conditions or the conditions contained in this letter, the First Approval Letter or the Second Approval Letter or otherwise.
- (14) In the event of the exercise by the Government or (as the case may be) by the Director of any of the rights under Conditions (11), (12) or (13) of this letter, you shall not be entitled to any refund of premium paid by you or any part thereof or to any payment or compensation whatsoever whether in respect of any amount expended by you in the preparation, formation or development of the Lot or otherwise.
- (15) In this letter, where the context so admits or requires, words and expressions in the singular shall include the plural and words and expressions in the plural shall include the singular.

- (16) Notwithstanding any other provisions of this letter and the First Approval Letter and the Second Approval Letter as hereby modified (hereinafter collectively referred to as “the modified Approval Letters”) including any provision which purports to confer a benefit on a person who is not a party to this letter and the modified Approval Letters, this letter and the modified Approval Letters are not intended to and do not give any person who is not a party to this letter and the modified Approval Letters any right to enforce any provisions of this letter and the modified Approval Letters under the Contracts (Rights of Third Parties) Ordinance, and a person who is not a party to this letter and the modified Approval Letters shall not have any right under the Contracts (Rights of Third Parties) Ordinance to enforce any provisions of this letter and the modified Approval Letters.
2. If the foregoing conditions are acceptable to you, I shall be glad if you will signify your acceptance by executing, under your common seal and in accordance with the laws of your place of incorporation or otherwise in accordance with the applicable law to my satisfaction, the docket on both copies of this letter. After execution, please return to me both copies of this letter together with the documents in support of your due execution of this letter, whereupon this letter will be registered by Memorial in the Land Registry. On completion the original of this letter will be returned to you for retention. You may attach it for record purpose to the other land documents in your possession.

Yours faithfully,



(**Ms K. C. CHOI**)

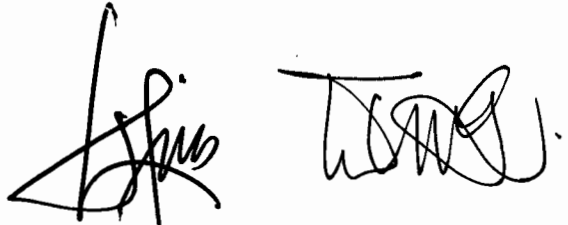
for Director of Lands

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We hereby agree to and accept the foregoing conditions.

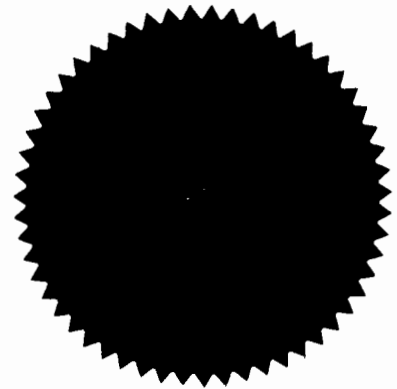


Witness : TSANG Ka Fai Walter
(Signature and name
in block letters)



CHA Mou Zing Victor / TANG Moon Wah
Managing Director / Director
(Execution by Hong Kong Resort
Company Limited)

Address : 23/F, China Merchants Tower, Shun Tak Centre
168-200 Connaught Road Central, Hong Kong



c.c. LACO/Islands
CRV

[N.B. You are required to note that pursuant to the provisions of the Land Registration Ordinance and the Regulations made thereunder the personal data contained in this Approval Letter will appear in the land register(s)/record(s) of the Land Registry to facilitate the orderly conduct of land transaction and to provide the most up-to-date information to searchers.]



Schedule of Accommodation

First Stage of the Multi-recreation Center

- (1) Main building having a total gross building area of not less than 650 square meters and not more than 750 square meters which shall comprise reception, administration office, toilet with changing room, exhibition gallery, ancillary accommodation and eating place of which the eating place shall have a total gross building area not exceeding 300 square meters inclusive of kitchen.
- (2) Adventure center having a total gross building area of not less than 3,100 square meters and not more than 3,300 square meters which shall comprise adventure playground, assembly hall and activity room.
- (3) Farming center having a total gross building area of not less than 1,000 square meters and not more than 1,200 square meters which shall comprise greenhouse farmland, food waste decomposition area and ancillary storage.
- (4) Outdoor facilities of not less than 200 square meters which shall comprise skate park, workout area, barbecue area and pets park.

AND

Second Stage of the Multi-recreation Center

- (1) Main building having a total gross building area of not less than 450 square meters and not more than 550 square meters (excluding the gross building area completed in the First Stage) which shall comprise reception, administration office, toilet with changing room, ancillary accommodation and eating place of which the eating place shall have a total gross building area not exceeding 200 square meters inclusive of kitchen (excluding the gross building area for eating place completed in the First Stage).
- (2) Adventure center having a total gross building area of not less than 6,300 square meters and not more than 6,500 square meters (excluding the gross building area completed in

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the First Stage) which shall comprise adventure playground, assembly hall and activity room.

- (3) Farming center having a total gross building area of not less than 1,000 square meters and not more than 1,200 square meters (excluding the gross building area completed in the First Stage) which shall comprise greenhouse farmland, food waste decomposition area and ancillary storage.
- (4) Outdoor facilities of not less than 300 square meters (excluding the outdoor facilities completed in the First Stage) which shall comprise barbecue area, camping area, ball court, graffiti garden and observation deck.



註冊摘要編號 Memorial No.:
21092001310012

本文書於2021年9月20日在土地註冊處
以上述註冊摘要編號註冊。

This instrument was registered in the
Land Registry by the above Memorial
No. on 20 September 2021.

A handwritten signature in black ink, appearing to read 'Joyce Tam'.

土地註冊處處長
Land Registrar

A small, handwritten mark or signature in the bottom right corner of the page.