

離島理民府
香港德輔道中一四一號
國際大廈五樓



New Grant No. 6122 (Main Lot)
New Grant No. 6620 (Extension)

DISTRICT OFFICE, ISLANDS,
INTERNATIONAL BUILDING, 4TH FLOOR,
141, DES VOEUX ROAD CENTRAL,
HONG KONG.

本署號 Our Ref. (100) in LNT 98/CLT/61 IV

來函號 Your Ref. L-1

電話 Tel. 5-457073 Ext. 23

29th September, 1979

The Manager,
The Hong Kong Resort Co. Ltd.,
26/F., Realty Building,
71 Des Voeux Road, Central,
HONG KONG.

Dear Sir,

Discovery Bay - Lot 385 in D.D. 352, Lantau
Building Covenants

I refer to your letter dated 13th July, 1979 ref.: L-1
addressed to the Secretary for the New Territories.

I am directed to inform you that approval has now been given
to extend the building covenant period quoted in Special Condition 5
(a) of Lot is held by a period of 24 months free of premium.

Special Condition 5(a) of the Conditions of Exchange will
now read as follows :-

The grantee shall develop the lot by the erection thereon
of buildings and other structures and works complying with
the Special Conditions, such buildings and other structures
(including any breakwater, pier or other marine structure) to
be completed, finished and fit for occupation in all respects
in accordance with the provisions of all Ordinances, By-laws
and Regulations relating to building and sanitation which
are or may be in force in Hong Kong and shall expend thereon
a sum of not less than \$600 million (such sum to exclude monies
required to form the building area) which amount shall be
expended over a period of 144 months from the date of this
Agreement in the following manner :

- i) \$120 million being part thereof within 72 months
- ii) a further \$180 million within 96 months
- iii) a further \$150 million within 120 months and
- iv) a balance of \$150 million within 144 months
all from the date of this Agreement.

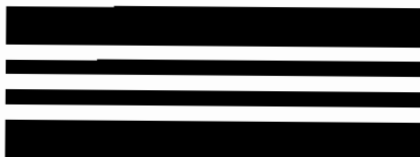
The Conditions of Exchange under which the

Yours faithfully,

(J. J. Healy)

For District Officer, Islands

C.C.S. for N.T.



6122

NEW GRANT NO. 6122

(CONDITIONS OF EXCHANGE)

DISTRICT: LANTAU ISLAND

SURVEY/DEMARCATON DISTRICT NO. 352

LOT NO. 385

OWNER

HONG KONG RESORT COMPANY LIMITED

TERM

- ☐ 75 YEARS FROM 1ST JULY 1898 RENEWABLE FOR A FURTHER TERM OF 24 YEARS LESS THE LAST 3 DAYS THEREOF
- ☒ 99 YEARS FROM 1ST JULY 1898 LESS THE LAST 3 DAYS THEREOF
- ☐ EXPIRING ON 30TH JUNE 2047

(☐ tick where applicable)

\$ 708,350.⁰⁰ PER ANNUM/UP TO 30TH JUNE 1997 AND THEREAFTER AN AMOUNT EQUAL TO 3% OF THE RATEABLE VALUE FOR THE TIME BEING OF THE LOT

CROWN RENT

PREMIUM 61,500,000.⁰⁰

REFER TO VOL. 406 FOLIO 57

Entered and Indexed

NEW GRANT NO. 6122

NEW GRANT NO. 6632

(EXCHANGE)

INT 98/CLT/61

PARTICULARS AND CONDITIONS OF EXCHANGE

PARTICULARS AND CONDITIONS for the GRANT of the lot described in the First Schedule hereto and shown coloured red, red hatched black, red cross hatched black and verged green on the Plan annexed hereto for the residue of a term of 99 years less the last three days thereof commencing from the 1st day of July, 1898, at the rental specified in such Schedule, in exchange for the SURRENDER of the old lots described in the Second Schedule hereto.

First Schedule PARTICULARS OF THE LOT

D.D. No.	Lot No.	Location	Site	Area in sq. ft.	Annual Rental	Premium
352	385	Discovery Bay Lantau Island	As delineated shown coloured red, red hatched black, red cross hatched black and verged green on the Plan annexed hereto.	66,217,000	\$ 708,350	\$61,500,000

Second Schedule OLD LOTS TO BE SURRENDERED

D.D. No.	Lot No.	Area in sq. ft.	Remarks
123	1246	3,049.2 sq. ft. agric. (about)	
"	1250	11,325.6 "	"
"	1251	12,632.4 "	"
"	1254	871.2 "	"
"	1256	9,583.2 "	"
"	1257	4,356.0 "	"
"	1260	5,227.2 "	"
"	1261	7,405.2 "	"
"	1263	3,049.2 "	"
"	1264	1,306.8 "	"

(Contd.)

P.D. No.	Lot No.	Area in sq. ft.	Remarks
123	1265	435.6 sq. ft. agric. (about)	
"	1268	4,356.0	" "
"	1269	15,246.0	" "
"	1270	4,791.6	" "
"	1271	15,246.0	" "
"	1272A	22,178.0	" "
"	1272B	17,424.0	" "
"	1273	42,638.8	" "
"	1274	4,356.0	" "
"	1277	4,791.6	" "
"	1510B	3,197,304.0	" "
"	1525A	441,698.4	" "
131	388RP	32,670.0	" "
"	415	91,476.0	" "
132	536RP	8,712.0	" "
"	541	4,791.6	" "
"	542	9,147.6	" "
"	543	3,920.4	" "
"	552	7,405.2	" "
"	1254	43,124.4	" "
"	1292	7,405.2	" "
"	1294	9,147.6	" "
"	1325B	10,000.0	" "
"	1358	28,749.6	" "
"	1566	9,147.6	" "
"	1570	10,454.4	" "
"	1572	871.2	" "
"	1585	6,098.4	" "
"	1593	871.2	" "
"	1597	9,147.6	" "
"	1599	6,534.0	" "
"	1661	286.0	" "
"	1662	189.0 sq. ft. bldg. (about)	
"	1687	10,890.0 sq. ft. agric. (about)	
"	1855	6,969.6	" "
316	2188	1,742.4	" "
"	2192	871.2	" "
"	2198	1,742.4	" "
"	2210	1,742.4	" "
"	2213	1,742.4	" "
"	2214	1,742.4	" "
"	2215	1,742.4	" "
"	2248	1,742.4	" "
"	2258	435.6	" "
"	2262	871.2	" "
"	2263	871.2	" "
"	2271	1,742.4	" "
"	2303	1,742.4	" "
"	2306	871.2	" "
"	2316	871.2	" "
"	2327	1,306.8	" "
"	2329	435.6	" "
"	2339	3,920.4	" "
"	2351SA	7,340.3	" "
"	2353	435.6	" "
"	2354	1,306.8	" "

D.D. No.	Lot No.	Area in sq. ft.	Remarks
316	2357	2,178.0 sq. ft. agric. (about)	
"	2359	2,613.6	
"	2360	2,613.6	
"	2362	2,613.6	
"	2374	871.2	
"	2381	871.2	
"	2386	435.6	
"	2387	6,534.0	
"	2390	871.2	
"	2395	435.6	
"	2400	1,742.4	
"	2404	435.6	
"	2412	435.6	
"	2422	2,613.6	
"	2425	871.2	
"	2440	2,178.0	
"	2442	2,178.0	
"	2445	3,484.8	
"	2450	435.6	
"	2452	3,049.2	
"	2458	435.6	
"	2479	5,227.2	
"	2481	3,920.4	
"	2497	1,306.8	
"	2498	1,306.8	
"	2510	1,742.4	
"	2511	1,306.8	
"	2515	3,049.2	
"	2516	1,306.8	
"	2519	1,306.8	
"	2520	871.2	
"	2521	1,306.8	
"	2522	871.2	
"	2525	4,791.6	
"	2526	1,306.8	
"	2527	1,742.4	
"	2528	1,742.4	
"	2529	1,742.4	
"	2536	5,662.8	
"	2537	871.2	
"	2538	871.2	
"	2539	871.2	
"	2540	435.6	
"	2544	871.2	
"	2545	871.2	
"	2547	1,306.8	
"	2548	435.6	
"	2549	871.2	
"	2550	871.2	
"	2553	1,306.8	
"	2554	871.2	
325	189	871.2	
"	190	435.6	
"	191	435.6	
"	200RP	823.0	

(Cont'd.)

P. D. No.	Lot No.	Area in sq. ft.	Remarks
325	202	435.6 sq. ft. agric. (about)	
"	203	871.2 " " "	
"	204	435.6 " " "	
"	215	435.6 " " "	
"	216	871.2 " " "	
"	217	435.6 " " "	
"	222	435.6 " " "	
"	226	435.6 " " "	
"	227	435.6 " " "	
"	230	871.2 " " "	
"	231	871.2 " " "	
"	238	871.2 " " "	
"	240	1,306.8 " " "	
"	242	871.2 " " "	
"	244	871.2 " " "	
"	245	435.6 " " "	
"	246	435.6 " " "	
"	247	435.6 " " "	
"	248	871.2 " " "	
"	250	435.6 " " "	
"	252	435.6 " " "	
"	254	871.2 " " "	
"	263	1,742.4 " " "	
"	265	871.2 " " "	
"	266	1,306.8 " " "	
"	267	435.6 " " "	
"	270	435.6 " " "	
"	271	871.2 " " "	
"	273	871.2 " " "	
"	276	1,306.8 " " "	
"	286	435.6 " " "	
"	291	1,306.8 " " "	
"	299	10,454.4 " " "	
"	300	3,484.8 " " "	
"	301RP	12,062.0 " " "	
326	1661RP	3,264.0 " " "	
"	1687RP	41,753.0 " " "	
"	1689	16,552.8 " " "	
"	1692RP	974.0 " " "	
"	1743	1,306.8 " " "	
"	1746	2,178.0 " " "	
"	1752	435.6 " " "	
"	1755	435.6 " " "	
"	1756	435.6 " " "	
"	1767	1,306.8 " " "	
"	1771	1,306.8 " " "	
"	1772	2,178.0 " " "	
"	1773	435.6 " " "	
"	1774	435.6 " " "	
"	1775	871.2 " " "	
"	1776	435.6 " " "	
"	1780	435.6 " " "	
"	1787	871.2 " " "	
"	1788	435.6 " " "	
"	1789	871.2 " " "	

(Cont'd.)

D.D. No.	Lot No.	Area in sq. ft.	Remarks
326	1790	871.2 sq. ft. agric. (about)	
"	1793	871.2 " " "	
"	1795	435.6 " " "	
"	1797	871.2 " " "	
"	1800	435.6 " " "	
"	1801	871.2 " " "	
"	1802	1,742.4 " " "	
"	1809	871.2 " " "	
"	1810	435.6 " " "	
"	1811	435.6 " " "	
"	1812	435.6 " " "	
"	1813	435.6 " " "	
328	588	3,049.2 " " "	
"	596	2,613.6 " " "	
"	602	1,306.8 " " "	
"	603	1,742.4 " " "	
"	605	435.6 " " "	
"	606	871.2 " " "	
"	610	435.6 " " "	
"	611	1,742.4 " " "	
"	612 RP	9,281.0 " " "	
"	613	435.6 " " "	
"	615	1,306.8 " " "	
"	616	435.6 " " "	
"	617	1,306.8 " " "	
"	622	871.2 " " "	
"	623	871.2 " " "	
"	625	3,484.8 " " "	
"	627	1,742.4 " " "	
"	629	2,178.0 " " "	
"	631	3,049.2 " " "	
"	632	435.6 " " "	
"	633	1,742.4 " " "	
"	634	1,742.4 " " "	
"	635	2,613.6 " " "	
"	636	2,613.6 " " "	
"	638	871.2 " " "	
"	639	2,178.0 " " "	
"	640	3,484.8 " " "	
"	641	3,049.2 " " "	
"	642	3,049.2 " " "	
"	645	435.6 " " "	
"	646	1,306.8 " " "	
"	649	871.2 " " "	
"	650	871.2 " " "	
"	653	1,742.4 " " "	
"	656	871.2 " " "	
"	658	4,356.0 " " "	
"	660	1,742.4 " " "	
"	661 RP	807.0 " " "	
"	664	2,178.0 " " "	
"	676 RP	1,022.0 " " "	
"	677	1,306.8 " " "	
"	678	2,178.0 " " "	
"	679	2,178.0 " " "	
"	682	435.6 " " "	
"	683	1,306.8 " " "	
"	699	435.6 " " "	

(Cont'd.)

D.D. No.	Lot No.	Area in sq. ft.	Remarks
328	705	3,484.8 sq. ft. agric. (about)	
"	706	3,049.2	" " "
"	708	3,404.3	" " "
"	712	435.6	" " "
"	720	2,178.0	" " "
"	723	2,613.6	" " "
"	725	3,049.2	" " "
"	727	6,096.4	" " "
"	735	435.6	" " "
"	748	435.6	" " "
"	751	2,178.0	" " "
"	758	435.6	" " "
"	760	435.6	" " "
"	761	3,484.8	" " "
"	762	435.6	" " "
"	763	1,306.8	" " "
"	767	1,742.4	" " "
"	768	1,742.4	" " "
"	769	435.6	" " "
"	771	871.2	" " "
"	772	1,742.4	" " "
"	785	4,356.0	" " "
"	801	2,613.6	" " "
"	802	871.2	" " "
"	803	2,613.6	" " "
"	804	2,613.6	" " "
"	806	2,613.6	" " "
"	809	1,306.8	" " "
"	810	435.6	" " "
"	812	1,306.8	" " "
"	815	2,178.0	" " "
"	831	1,306.8	" " "
"	837	435.6	" " "
"	842	435.6	" " "
"	844	2,178.0	" " "
"	848	1,742.4	" " "
"	853	7,840.8	" " "
"	854	1,742.4	" " "
"	855	2,613.6	" " "
"	858	3,484.8	" " "
"	861	3,920.4	" " "
"	864	1,742.4	" " "
"	868	2,178.0	" " "
"	875	4,356.0	" " "
"	877	1,742.4	" " "
"	879	871.2	" " "
"	892	435.6	" " "
"	895	871.2	" " "
"	896	435.6	" " "
"	900	435.6	" " "
"	902	435.6	" " "
"	907	2,613.6	" " "
"	911	1,742.4	" " "
"	912	2,613.6	" " "
"	919 RP	1,463.0	" " "
"	921	3,049.2	" " "
"	922 RP	235.0	" " "

(Cont'd.)

.D. No.	Lot No.	Area in sq. ft.	Remarks
328	938	1,306.2 sq. ft. agric. (about)	
"	939	2,613.6 "	"
"	945	1,742.4 "	"
"	946	871.2 "	"
"	948	1,742.4 "	"
"	949	1,742.4 "	"
"	950	2,613.6 "	"
"	954	3,920.4 "	"
"	955	1,742.4 "	"
"	956	1,306.8 "	"
"	957	1,306.8 "	"
"	958	1,742.4 "	"
"	963	1,742.4 "	"
"	964	2,178.0 "	"
"	965	435.6 "	"
"	968	871.2 "	"
"	971	2,178.0 "	"
"	972	1,306.8 "	"
"	975	435.6 "	"
"	983	1,742.4 "	"
"	984	2,178.0 "	"
"	986	2,178.0 "	"
"	988	871.2 "	"
"	989	1,306.8 "	"
"	990	1,306.8 "	"
"	994	871.2 "	"
"	997	435.6 "	"
"	1004	1,306.8 "	"
"	1005	1,306.8 "	"
"	1009	1,306.8 "	"
"	1012	871.2 "	"
"	1015	1,742.4 "	"
"	1021	1,742.4 "	"
"	1022	435.6 "	"
"	1023	4,791.6 "	"
"	1024	435.6 "	"
"	1025	435.6 "	"
"	1026	2,178.0 "	"
"	1027	435.6 "	"
"	1036	3,484.8 "	"
"	1037	1,306.8 "	"
"	1039	1,742.4 "	"
"	1042	1,306.8 "	"
"	1044	1,742.4 "	"
"	1045	1,742.4 "	"
"	1046	1,742.4 "	"
"	1047	871.2 "	"
"	1049	2,178.0 "	"
"	1050	871.2 "	"
"	1053	1,306.8 "	"
"	1056	1,742.4 "	"
"	1058	435.6 "	"
"	1059	435.6 "	"
"	1067	435.6 "	"
"	1071	1,742.4 "	"
"	1072	435.6 "	"
"	1076	435.6 "	"
"	1077	435.6 "	"

D.D. No.	Lot No.	Area in sq. ft.	Remarks
328	1079	871.2 sq. ft. agric. (about)	
"	1083	435.6 " " "	
"	1087	3,049.2 " " "	
"	1088	1,306.8 " " "	
"	1089	871.2 " " "	
"	1094	435.6 " " "	
"	1095	2,178.0 " " "	
"	1100	435.6 " " "	
"	1101	2,613.6 " " "	
"	1102	435.6 " " "	
"	1103	871.2 " " "	
"	1104	1,742.4 " " "	
"	1105	871.2 " " "	
"	1106	435.6 " " "	
"	1108	1,306.8 " " "	
"	1109	1,306.8 " " "	
"	1113	1,306.8 " " "	
"	1115	435.6 " " "	
"	1116	871.2 " " "	
"	1118	871.2 " " "	
"	1119	1,742.4 " " "	
"	1121	871.2 " " "	
"	1124	2,613.6 " " "	
"	1125	4,356.0 " " "	
"	1126	435.6 " " "	
"	1127	1,306.8 " " "	
"	1129	871.2 " " "	
"	1130	2,178.0 " " "	
"	1135	1,742.4 " " "	
"	1137	435.6 " " "	
"	1138	871.2 " " "	
"	1139	871.2 " " "	
"	1141	871.2 " " "	
"	1142	1,742.4 " " "	
"	1143	1,742.4 " " "	
"	1144	2,178.0 " " "	
"	1375 RP	1,888.0 " " "	
"	1382 RP	1,249.0 " " "	
"	1605	871.2 " " "	
"	1609	871.2 " " "	
"	1610 RP	227.0 " " "	
"	1611	1,742.4 " " "	
"	1615	1,742.4 " " "	
"	1616	2,613.6 " " "	
"	1618	4,356.0 " " "	
"	1619	435.6 " " "	

(Cont'd.)

D. No.	Lot No.	Area in sq. ft.	Remarks
328	1623	1,742.4 sq. ft. agric. (about)	
"	1626	2,178.0 " " "	
"	1627	1,306.8 " " "	
"	1646	435.6 " " "	
"	1648	435.6 " " "	
"	1650	871.2 " " "	
"	1656	435.6 " " "	
"	1668 RP	256.0 " " "	
"	1675 RP	401.0 " " "	
"	1676 RP	382.0 " " "	
329	3	1,742.4 " " "	
"	8	871.2 " " "	
"	27	2,178.0 " " "	
"	45	435.6 " " "	
"	332	2,613.6 " " "	
"	333	2,178.0 " " "	
"	334	4,791.6 " " "	
"	335	2,613.6 " " "	
"	336	2,613.6 " " "	
"	337	1,742.4 " " "	
"	340	1,306.8 " " "	
"	344	871.2 " " "	
"	345	2,178.0 " " "	
"	347	1,742.4 " " "	
"	351	3,920.4 " " "	
"	354	871.2 " " "	
"	356	1,306.8 " " "	
"	357	435.6 " " "	
"	358	871.2 " " "	
"	359	1,306.8 " " "	
"	374	435.6 " " "	
"	385	435.6 " " "	
"	418	871.2 " " "	
"	421	435.6 " " "	
"	427	871.2 " " "	
"	432	435.6 " " "	
"	438	2,613.6 " " "	
"	439	435.6 " " "	
"	442	1,742.4 " " "	
"	461	871.2 " " "	
"	463	3,049.2 " " "	
"	475	6,098.4 " " "	
"	476	2,613.6 " " "	
"	477	2,178.0 " " "	
"	478	3,049.2 " " "	
"	479	3,049.2 " " "	
"	480	871.2 " " "	
"	481	1,306.8 " " "	
"	482	1,742.4 " " "	
"	483	2,613.6 " " "	
"	484	2,613.6 " " "	
"	485	1,742.4 " " "	
"	486	435.6 " " "	
"	488	435.6 " " "	
"	489	1,306.8 " " "	

(Cont'd.)

D.D. No.	Lot No.	Area in sq. ft.	Remarks
329	490	1,306.8 sq. ft. agric. (about)	
"	491	3,049.2	" "
"	492	435.6	" "
"	493	435.6	" "
"	498	1,306.8	" "
"	499	2,178.0	" "
"	501	435.6	" "
"	504	2,613.6	" "
"	505	435.6	" "
"	506	1,306.8	" "
"	508	435.6	" "
"	509	435.6	" "
"	511	2,178.0	" "
"	564	435.6	" "
"	566	1,306.8	" "
"	581	2,613.6	" "
"	587	1,306.8	" "
"	590	1,306.8	" "
"	634	1,306.8	" "
"	643	871.2	" "
"	648	435.6	" "
"	649	435.6	" "
"	652	871.2	" "
"	653	435.6	" "
"	655	435.6	" "
"	657	1,306.8	" "
"	658	871.2	" "
"	659	871.2	" "
332	34	3,484.8	" "
"	70	871.2	" "
"	185	435.6	" "
"	202	871.2	" "
"	205	2,613.6	" "
"	212	871.2	" "
"	216	871.2	" "
"	217	871.2	" "
"	218	871.2	" "
"	219	435.6	" "
"	220	1,742.4	" "
"	230	871.2	" "
"	242SA	1,742.4	" "
"	242RP	1,742.4	" "
"	258	871.2	" "
"	267	871.2	" "
"	270	3,049.2	" "
"	271	871.2	" "
"	272	1,742.4	" "
"	281	435.6	" "
"	286RP	1,574.0	" "
"	575	3,049.2	" "
"	578	2,178.0	" "
"	580	2,613.6	" "
"	582	4,356.0	" "
"	590	871.2	" "
"	593	2,613.6	" "

(Cont'd.)

D. No.	Lot No.	Area in sq. ft.			Remarks
332	595	1,742.4	sq. ft. agric. (about)		
"	599	871.2	"	"	"
"	600	871.2	"	"	"
"	601	1,306.8	"	"	"
"	602	2,178.0	"	"	"
"	603	2,178.0	"	"	"
"	608	871.2	"	"	"
"	611	3,049.2	"	"	"
"	612	2,613.6	"	"	"
"	614	6,098.4	"	"	"
"	615	871.2	"	"	"
"	616	435.6	"	"	"
"	621	10,890.0	"	"	"
352	3	435.6	sq. ft. bldg. (about)		
"	4	435.6	"	"	"
"	5	435.6	"	"	"
"	6	435.6	"	"	"
"	8	435.6	"	"	"
"	9	435.6	"	"	"
"	10	435.6	"	"	"
"	12	435.6	"	"	"
"	14	435.6	"	"	"
"	15	435.6	"	"	"
"	16	435.6	"	"	"
"	19	435.6	"	"	"
"	20	435.6	"	"	"
"	21	435.6	"	"	"
"	22	435.6	"	"	"
"	23	435.6	"	"	"
"	24	435.6	"	"	"
"	26	435.6	"	"	"
"	27	435.6	"	"	"
"	28	435.6	"	"	"
"	29	435.6	"	"	"
"	30	435.6	"	"	"
"	31	435.6	"	"	"
"	32	435.6	"	"	"
"	33	871.2	sq. ft. agric. (about)		
"	34	1,306.8	"	"	"
"	39	435.6	"	"	"
"	40	871.2	"	"	"
"	41	1,742.4	"	"	"
"	42	2,178.0	"	"	"
"	44	435.6	"	"	"
"	45	435.6	"	"	"
"	46	871.2	"	"	"
"	47	435.6	"	"	"
"	48	1,742.4	"	"	"
"	50	3,920.4	"	"	"
"	51	871.2	"	"	"
"	52	1,306.8	"	"	"
"	53	871.2	"	"	"
"	54	2,178.0	"	"	"
"	55	1,306.8	"	"	"
"	57	4,356.0	"	"	"

(Cont'd.)

D.D. No.	Lot No.	Area in sq. ft.	Remarks
352	62	435.6 sq. ft. agric. (about)	
"	64	3,484.8	"
"	65	2,178.0	"
"	68	371.2	"
"	69	871.2	"
"	70	871.2	"
"	73	1,306.8	"
"	75	3,920.4	"
"	76	2,613.6	"
"	77	3,049.2	"
"	80	3,920.4	"
"	86	1,742.4	"
"	87	435.6	"
"	88	2,613.6	"
"	90	871.2	"
"	91	871.2	"
"	92	435.6	"
"	93	435.6	"
"	97	3,920.4	"
"	98	3,920.4	"
"	99	871.2	"
"	100	435.6	"
"	101	2,178.0	"
"	102	7,840.8	"
"	103	7,840.8	"
"	104	3,484.8	"
"	105	3,484.8	"
"	106	371.2	"
"	107	1,306.8	"
"	108	435.6	"
"	109	1,742.4	"
"	110	4,356.0	"
"	111	435.6	"
"	112	871.2	"
"	113	2,178.0	"
"	114	1,742.4	"
"	115	871.2	"
"	116	3,920.4	"
"	117	2,613.6	"
"	118	2,613.6	"
"	119	2,178.0	"
"	120	2,178.0	"
"	121	1,306.8	"
"	122	2,613.6	"
"	126	2,613.6	"
"	127	435.6	"
"	135	435.6	"
"	✓165SA	306.0 sq. ft. bldg. (about)	
"	167	435.6 sq. ft. agric. (about)	
"	168	435.6 sq. ft. bldg. (about)	
"	169	435.6	"
"	170	435.6	"
"	171	435.6	"
"	172	435.6	"
"	182	435.6	"
"	184	435.6	"

(Cont'd.)

D.D. No.	Lot No.	Area in sq. ft.	Remarks
352	138	435.6 sq. ft. bldg. (about)	
"	✓ 194	23,958.0 sq. ft. agric. (about)	
"	197	1,306.8 sq. ft. bldg. (about)	
"	197	3,049.2 sq. ft. agric. (about)	
"	198	7,405.2 " " "	
"	199	5,662.8 " " "	
"	200	435.6 sq. ft. bldg. (about)	
"	201	18,295.2 sq. ft. agric. (about)	
"	202	31,363.2 " " "	
"	203	435.6 " " "	
"	205	871.2 " " "	
"	206	5,662.8 " " "	
"	207	871.2 " " "	
"	208	10,018.8 " " "	
"	209	3,920.4 " " "	
"	210	871.2 " " "	
"	211	435.6 " " "	
"	218	4,356.0 " " "	
"	221	871.2 " " "	
"	223	435.6 " " "	
"	224	1,306.8 " " "	
"	225	2,178.0 " " "	
"	229	871.2 " " "	
"	235	435.6 " " "	
"	236	435.6 " " "	
"	237	3,049.2 " " "	
"	238	7,405.2 " " "	
"	246	13,068.0 " " "	
"	248	4,356.0 " " "	
"	256	5,662.8 " " "	
"	257	3,920.4 " " "	
"	259	3,920.4 " " "	
"	260	435.6 " " "	
"	261	1,306.8 " " "	
"	263	4,356.0 " " "	
"	267	5,227.2 " " "	
"	268	2,178.0 " " "	
"	270	2,613.6 " " "	
"	271	1,306.8 " " "	
"	273	435.6 " " "	
"	274	3,484.8 " " "	
"	275	1,306.8 " " "	
"	277	3,049.2 " " "	
"	278	435.6 " " "	
"	279	3,049.2 " " "	
"	281	4,356.0 " " "	
"	282	435.6 " " "	
"	284	1,742.4 " " "	
"	286	6,098.4 " " "	
"	291	4,356.0 " " "	
"	292	8,252.0 sq. ft. bldg. (about)	
"	292	84,070.8 sq. ft. agric. (about)	
"	293	60,984.0 " " "	
"	294	2,178.0 " " "	
"	295	435.6 " " "	
"	296	1,742.4 " " "	
"	298	871.2 " " "	
"	301	104,544.0 " " "	

(Cont'd)

D.D. No.	Lot No.	Area in sq. ft.	Remarks
352	303	435.6 sq. ft. agric. (about)	
"	304	435.6 " " "	
"	305	435.6 " " "	
"	306	435.6 " " "	
"	307	3,484.8 " " "	
"	311	1,742.4 " " "	
"	312	3,920.4 " " "	
"	323	13,939.2 " " "	
"	366	422.0 sq. ft. bldg. (about)	
"	367	345.0 " " "	
"	368	483.0 " " "	
"	369	429.0 " " "	
"	370	322.0 " " "	
"	375	103,653.0 sq. ft. agric. (about)	
"	376A	158,123.0 " " "	
"	376B	2,000.0 sq. ft. bldg. (about)	
"	380	1,750.0 " " "	
"	380	98,250.0 sq. ft. agric. (about)	
"	381	9,940.0 " " "	
"	382	8,131.0 " " "	
"	383	12,000.0 sq. ft. industry	
352A	4	18,295.2 sq. ft. agric. (about)	
"	14	435.6 " " "	
"	16	435.6 " " "	
"	17	435.6 " " "	
"	19	871.2 " " "	
"	20	8,712.0 " " "	
"	21	435.6 " " "	
"	22	3,920.4 " " "	
"	24	5,227.2 " " "	
"	25	871.2 " " "	
354	241	4,791.6 " " "	
"	244	6,098.4 " " "	
"	251	14,374.8 " " "	
"	261	1,306.8 " " "	
"	268	2,613.6 " " "	
"	338	31,360.0 " " "	
"	339	50,530.0 " " "	
"	340	24,830.0 " " "	
363	53	2,178.0 " " "	
"	54	6,098.4 " " "	
"	55	435.6 " " "	
"	57	8,276.4 " " "	
"	58	435.6 " " "	
"	59	5,227.2 " " "	
"	60	871.2 " " "	
"	62	3,484.8 " " "	
"	63	1,742.4 " " "	
"	66	6,098.4 " " "	
"	67	871.2 " " "	
"	68	4,356.0 " " "	
"	69	2,178.0 " " "	
"	70	3,049.2 " " "	
"	71	6,098.4 " " "	
"	72	435.6 " " "	
"	73	1,306.8 " " "	
"	74	5,662.8 " " "	

(Cont'd)

L.D. No.	Lot No.	Area in sq. ft.			Remarks
363	75	871.2	sq. ft. agric (about)		
"	76	2,178.0	"	"	"
"	77	3,484.8	"	"	"
"	78	871.2	"	"	"
"	79	1,742.4	"	"	"
"	80	435.6	"	"	"
"	81	871.2	"	"	"
"	82	2,613.6	"	"	"
"	83	6,098.4	"	"	"
"	84	1,742.4	"	"	"
"	95	4,356.0	"	"	"
"	97	1,742.4	"	"	"
"	99	4,356.0	"	"	"
"	100	1,742.4	"	"	"
"	101	871.2	"	"	"
"	102	871.2	"	"	"
"	104	435.6	"	"	"
"	105	3,920.4	"	"	"
"	106	2,613.6	"	"	"
"	107	435.6	"	"	"
"	108	1,742.4	"	"	"
"	109	3,484.8	"	"	"
"	110	871.2	"	"	"
"	111	6,969.6	"	"	"
"	112	2,613.6	"	"	"
"	113	3,049.2	"	"	"
"	114	2,178.0	"	"	"
"	115	4,356.0	"	"	"
"	118	1,742.4	"	"	"
"	119	9,583.2	"	"	"
"	120	3,484.8	"	"	"
"	122	871.2	"	"	"
"	124	435.6	"	"	"
"	125	1,742.4	"	"	"
"	126	1,742.4	"	"	"
"	128	6,969.6	"	"	"
"	130	3,049.2	"	"	"
"	131	3,049.2	"	"	"
"	132	3,484.8	"	"	"
"	133	5,227.2	"	"	"
"	135	2,613.6	"	"	"
"	136	5,227.2	"	"	"
"	137	3,049.2	"	"	"
"	138	435.6	"	"	"
"	139	1,742.4	"	"	"
"	140	435.6	"	"	"
"	141	5,662.8	"	"	"
"	142	871.2	"	"	"
"	143	3,920.4	"	"	"
"	144	1,306.8	"	"	"
"	145	2,178.0	"	"	"
"	146	3,049.2	"	"	"
"	147	5,662.8	"	"	"
"	148	1,306.8	"	"	"
"	149	1,742.4	"	"	"
"	150	2,613.6	"	"	"

(Cont'd

D.D. No.	Lot No.	Area in sq. ft.	Remarks
363	151	2,613.6 sq. ft. agric (about)	
"	152	871.2 " " "	
"	153	1,306.8 " " "	
"	154	1,742.4 " " "	
"	155	435.6 " " "	
"	156	435.6 " " "	
"	157	435.6 " " "	
"	158	435.6 " " "	
"	159	435.6 " " "	
"	160	2,178.0 " " "	
"	161	1,306.8 " " "	
"	162	2,178.0 " " "	
"	163	435.6 " " "	
"	164	435.6 " " "	
"	165	435.6 " " "	
"	166	435.6 " " "	
"	167	2,613.6 " " "	
"	168	4,791.6 " " "	
"	169	435.6 " " "	
"	170	2,613.6 " " "	
"	171	435.6 " " "	
"	173	435.6 " " "	
"	174	4,791.6 " " "	
"	175	4,356.0 " " "	
"	178	871.2 " " "	
"	179	435.6 " " "	
"	181	435.6 " " "	
"	182	435.6 " " "	
"	183	2,178.0 " " "	
"	184	2,178.0 " " "	
"	185	3,484.8 " " "	
"	186	1,742.4 " " "	
"	187	435.6 " " "	
"	188	1,742.4 " " "	
"	189	1,742.4 " " "	
"	190	1,742.4 " " "	
"	191	435.6 " " "	
"	192	2,178.0 " " "	
"	193	1,742.4 " " "	
"	194	5,227.2 " " "	
"	195	7,405.2 " " "	
"	196	435.6 " " "	
"	197	1,742.4 " " "	
"	198	435.6 " " "	
"	201	2,613.6 " " "	
"	202	871.2 " " "	
"	203	435.6 " " "	
"	204	435.6 " " "	
"	205	435.6 " " "	
"	206	1,306.8 " " "	
"	207	435.6 " " "	
"	208	435.6 " " "	
"	209	435.6 " " "	
"	211	435.6 " " "	
"	212	5,227.2 " " "	
"	213	1,742.4 " " "	
"	214	871.2 " " "	

(Cont'd)

D.D. No.	Lot No.	Area in sq. ft.	Remarks
363	215	435.6 sq. ft. agric. (about)	
"	216	435.6	
"	217	435.6	
"	218	1,306.8	
"	219	871.2	
"	220	3,049.2	
"	222	1,742.4	
"	224	435.6	
"	225	871.2	
"	226	435.6	
"	227	435.6	
"	228	871.2	
"	229	435.6	
"	230	435.6	
"	232	871.2	
"	233	435.6	
"	234	4,356.0	
"	235	435.6	
"	236	3,484.8	
"	237	871.2	
"	238	3,049.2	
"	239	435.6	
"	240	2,613.6	
"	241	435.6	
"	242	1,742.4	
"	243	1,742.4	
"	245	2,178.0	
"	246	435.6	
"	248	2,178.0	
"	250	2,613.6	
"	252	1,306.8	
"	259	435.6	
"	260	12,196.8	
"	262	3,484.8	
"	263	3,484.8	
"	264	1,742.4	
"	265	435.6	
"	266	435.6	
"	267	1,306.8	
"	268	435.6	
"	269	435.6	
"	270	871.2	
"	271	1,306.8	
"	272	1,742.4	
"	273	7,405.2	
"	274	1,306.8	
"	275	435.6	
"	276	1,306.8	
"	277	1,306.8	
"	278	1,306.8	
"	279	3,920.4	
"	281	871.2	
"	283	2,178.0	
"	284	3,049.2	
"	285	871.2	
"	287	871.2	

D.D. No.	Lot No.	Area in sq. ft.			Remarks
363	288	871.2	sq. ft.	agric. (about)	
"	289	1,742.4	"	"	"
"	290	435.6	"	"	"
"	291	9,147.6	"	"	"
"	292	3,049.2	"	"	"
"	293	435.6	"	"	"
"	294	871.2	"	"	"
"	295	2,178.0	"	"	"
"	296	1,742.4	"	"	"
"	297	3,049.2	"	"	"
"	298	871.2	"	"	"
"	299	871.2	"	"	"
"	300	435.6	"	"	"
"	301	4,356.0	"	"	"
"	303	871.2	"	"	"
"	304	871.2	"	"	"
"	305	1,306.8	"	"	"
"	306	871.2	"	"	"
"	307	871.2	"	"	"
"	308	435.6	"	"	"
"	310	871.2	"	"	"
"	311	871.2	"	"	"
"	312	871.2	"	"	"
"	313	2,178.0	"	"	"
"	314	1,742.4	"	"	"
"	315	3,049.2	"	"	"
"	316	1,306.8	"	"	"
"	317	3,049.2	"	"	"
"	318	435.6	"	"	"
"	319	435.6	"	"	"
"	320	2,178.0	"	"	"
"	324	435.6	"	"	"
"	325	1,306.8	"	"	"
"	326	1,306.8	"	"	"
"	327	871.2	"	"	"
"	329	2,178.0	"	"	"
"	330	435.6	"	"	"
"	332	1,742.4	"	"	"
"	333	435.6	"	"	"
"	334	435.6	"	"	"
"	335	871.2	"	"	"
"	336	435.6	"	"	"
"	337	435.6	"	"	"
"	338	435.6	"	"	"
"	339	435.6	"	"	"
"	340	2,613.6	"	"	"
"	341	435.6	"	"	"
"	342	435.6	"	"	"
"	347	2,613.6	"	"	"
"	348	1,306.8	"	"	"
"	349	435.6	"	"	"
"	350	1,742.4	"	"	"
"	351	3,484.8	"	"	"
"	352	871.2	"	"	"

(Cont'd)

D.D. No.	Lot No.	Area in sq.ft.	Remarks
363	355	3,920.4 sq.ft. agric. (about)	
"	356	435.6 " " "	
"	357	2,613.6 " " "	

Total area to be surrendered 6,578,381.2 sq.ft. agricultural (about) and 42,179.6 sq. ft. building (about).

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 62.

Deed Reg. Vol. Page Shroff Date

GENERAL CONDITIONS

1. The Grantee shall apply to the Secretary for the New Territories (in these Conditions hereinafter referred to as "the Secretary") for the lot to be set out on the ground. If the Grantee erects any building otherwise than in due accord with such setting out, he shall, when called upon by the Secretary, so to do, demolish such building and shall rebuild as directed by the Secretary. If the Grantee fails to demolish any building as aforesaid, it shall be lawful for the Secretary to have such building demolished, and the Grantee shall pay on demand the amount certified by the Secretary to be the cost of such demolition.
2. In the event of the demolition at any time during the tenancy of any building or structure erected on the lot or any part thereof after the date hereof the Grantee shall replace the same either by a sound and substantial building or structure of the same type and of no less volume or by a building of such type and value as shall be acceptable to and within such period as shall be specified by the Secretary.
3. (a) The boundaries of the lot shall be determined by the Secretary (whose decision shall be final) before the issue of the Crown Lease.

(b) The Grantee shall permit boundary stones properly cut and marked with the number of the lot to be fixed at each angle thereof and either in or on the land itself or in or on any building erected thereon as may be required by the Secretary, and shall pay the fees prescribed by him therefor as well as the prescribed fee for the refixing of such boundary stones which, through being lost, damaged or removed, need replacing.
4. Should it at any time be mutually agreed between the parties hereto that any portions of the roads within the lot are to be handed over to the Government, they shall be handed over free of cost.
5. The Grantee shall not permit sewage or refuse water to flow from the lot to any adjoining land or allow any decaying, noxious, noxious, excrementitious or other refuse matter to be deposited on any portion of the lot and shall see that all such matter is removed from the premises in a proper manner or treated and disposed of in such manner as the Director of Urban Services shall approve or require.

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The fulfilment by the Grantee of his obligations under these Conditions shall be a condition precedent to the grant or continuance of the tenancy, and in the event of any default by the Grantee in complying therewith such default shall be deemed to be a continuing breach and the subsequent acquiescence by or on behalf of the Crown of any Crown Rent or rates or other payment whatsoever shall not (except where the Crown has notice of such breach and has expressly acquiesced therein) be deemed to constitute any waiver or relinquishment or otherwise prejudice the enforcement of the Crown's right of re-entry for or on account of such default or any other rights, remedies or claims of the Crown in respect thereof under these Conditions which shall continue in force and shall apply also in respect of default by the Grantee in the fulfilment of his obligations under these Conditions within any extended or substituted period as if it had been the period originally provided.

7. (a) Should the Grantee fail or neglect to observe or comply with any of the Conditions of this Agreement, the Crown shall be entitled to re-enter upon and take back possession of the lot or any part thereof and all or any buildings, erections and works thereon, and thereupon this Agreement and the rights of the Grantee hereunder shall absolutely cease and determine but without prejudice to the rights, remedies and claims of the Crown in respect of any breach, non-observance or non-performance of the terms and conditions hereof, provided always that this right of re-entry -

(i) shall, where any such failure or neglect (other than a failure or neglect to observe or comply with Special Condition No. 5 (a) or (b) in relation to the Reserved Portion or with Special Condition No. 11(a) in relation to any part of the lot) relates to a part or parts only of the lot, be exercised in respect of such part or parts only, and

(ii) shall not, nor shall the other remedies, be exercised or put into force by the Crown unless and until the Crown shall have given notice in writing to make good such failure or neglect in observance of or compliance with any of the Conditions of this Agreement and the Grantee shall have failed so to do within a reasonable time after such notice.

(b) In the event of re-entry by the Crown for or in respect of or arising out of the breach, non-observance or non-performance by the Grantee of the provisions of these Conditions, he shall not be entitled to the refund of any premium paid by him or any part thereof, or to any payment or compensation whatsoever whether in respect of the value of the land, or for any buildings or structures thereon, or for any amount expended by him in the preparation, formation or development of the lot or otherwise.

8. (a) When the Conditions herein contained have been complied with to the satisfaction of the Secretary, the Grantee shall, subject to approval of his title by the Secretary, be entitled to a Crown Lease of the lot for the term stated in the preamble to these Conditions.

(b) The Grantee shall execute and take up a Crown Lease of the lot when called upon to do so by the Secretary and shall pay the prescribed fees therefor, and an endorsement by the Assistant Land Officer on these Conditions or on the District Land Office Registers that plans of the lot are in the District Land Office and that the Crown Lease thereof must be taken up before any further dealings with the lot can be registered shall have effect accordingly.

(c) Pending the issue of the Crown Lease the tenancy of the lot shall be deemed to be upon and subject to, and such Crown Lease when issued shall be subject to and contain all exceptions, reservations, covenants, clauses and conditions now commonly contained in Crown Leases in Hong Kong as varied, modified or extended by these Conditions.

9. The expression "Grantee" shall in these Conditions include the person entering into and executing this Agreement and, where the context so admits or requires, his executors, administrators and assigns and in the case of a corporation its successors and assigns, the expression "lot", except where the context otherwise requires, means the lot described in the First Schedule hereto and the expression "the Reserved Portion" means the non-membership golf club, the cable-car system, the pier structure, the breakwater, the reservoir, the dam, the salt and fresh water storage and treatment areas and facilities, the roads, paths and greens and other facilities and areas erected and provided on the lot pursuant to the provisions of these Conditions and which are intended for use in common by all the co-owners of the lot or any part or parts thereof. Where the context so admits or requires, words importing the masculine gender shall be deemed to include females and corporations, and words in the singular shall be deemed to include the plural.

10. The foregoing General Conditions shall be read and construed as varied or modified by the Special Conditions hereinafter contained, and the expression "these Conditions" whenever used shall mean and include the General and Special Conditions, the approved Master Layout Plan referred to in Special Condition No. 6 hereunder and the Technical Schedule annexed hereto.

11. The General and Special Conditions contained in Hong Kong Government Gazette Notification No. 364 dated 30th April 1934 shall not apply to this lot.

SPECIAL CONDITIONS

1. The Grantee shall on execution of this Agreement :

(a) deliver up to the Land Officer for retention all the title deeds relating to the old lots described in the Second Schedule hereto, and

(b) surrender to the Crown at his own expense free from encumbrances with vacant possession the said old lots together with all rights of way and other rights and easements, if any, used and enjoyed therewith to the satisfaction of the Land Officer.

2. (a) Subject to compliance with Special Condition No.1, possession of that part of the lot shown coloured Red hatched Black on the Plan annexed hereto shall be deemed to be given and taken on the date hereof.

(b) Subject to compliance with Special Condition No.1, possession of the remaining parts of the lot shall be given in stages as the Grantee shall from time to time require. At any stage when possession of a portion of the lot is required to be given, the Grantee shall give to the Secretary four months' notice in writing of such requirement, and on the date when such notice shall expire the Secretary shall give and the Grantee shall take possession of such portion of the lot, and thereafter the Secretary shall give a letter to the Grantee confirming that possession of such portion of the lot has been given to and taken by the Grantee on the date specified in such letter. Each such letter shall be accompanied by a plan setting out the boundaries of that portion of the lot of which possession has been given to and taken by the Grantee on the date specified in such letter.

3. Crown rent for the lot as specified in the Particulars of the lot contained in the First Schedule hereto shall commence from the date hereof, and shall be payable by equal yearly payments on the 30th day of June each year, the first year's rent or a due proportion thereof being payable on the 30th day of June next following the date hereof.

4. (a) Subject to (b) hereof the premium specified in the Particulars of the lot in the First Schedule shall be paid by the Grantee to the Government in a lump sum on demand.

(b) The Grantee shall be entitled to elect on the date of this Agreement to pay the premium referred to in (a) above by instalments. In the event of the Grantee so electing he shall pay the said premium to the Government by ten equal annual instalments of \$9,098,947 which shall include interest thereon at the rate of 10% per annum calculated at a factor of 0.14795036.

/The first

The first of such instalments shall be paid on the execution of this Agreement, the second of such instalments shall be paid on the Tenth day of September 1977 and subsequent instalments shall be paid on the Tenth day of September in each succeeding year up to and including the Tenth day of September 1985 provided always that the Grantee shall be entitled;

(i) at any time, after giving and on the expiry of reasonable notice to the Director of Accounting Services of his intention so to do, to redeem the whole of the outstanding instalments of premium by paying in a lump sum the balance of premium then outstanding and interest accrued thereon up to and including the date of payment, or

(ii) at any time, after proposing and receiving the approval in writing of the Secretary for a scheme of apportionment of the outstanding instalments of premium on any part or parts of the lot and after giving and on the expiry of reasonable notice to the Director of Accounting Services of his intention so to do, to redeem the said outstanding instalments of premium as so apportioned by paying in a lump sum the balance of premium so apportioned then outstanding and interest accrued thereon up to and including the date of payment, it being agreed and declared that upon payment of any such lump sum by the Grantee the amount of each instalment of the premium then outstanding will be adjusted and reduced accordingly.

5. (a) The Grantee shall develop the lot by the erection thereon of buildings and other structures and works complying with the Special Conditions, such buildings and other structures (including any breakwater, pier or other marine structure) to be completed, finished and fit for occupation in all respects in accordance with the provisions of all Ordinances, By-laws and Regulations relating to building and sanitation which are or may be in force in Hong Kong and shall expend thereon a sum of not less than \$600 million (such sum to exclude monies required to form the building areas) which amount shall be expended over a period of 120 months from the date of this Agreement in the following manner:

- (i) \$120 million being part thereof within 48 months
- (ii) a further \$130 million within 72 months
- (iii) a further \$150 million within 96 months and
- (iv) a balance of \$150 million within 120 months

all from the date of this Agreement.

/(b) The

(b) The Grantee shall in accordance with (a) of this Special Condition erect, maintain and keep in use on the lot membership club houses and a leisure resort and associated facilities which shall include an hotel or hotels, a dam, a reservoir, salt and fresh water storage and treatment areas, a sewage treatment plant, a refuse disposal plant, a cable-car system, a ferry pier and a non-membership golf course (in these Conditions called "the minimum associated facilities"). In addition to the minimum associated facilities but not in substitution therefor the Grantee may erect and operate such other facilities and structures as are or may be shown on the Master Layout Plan approved under Special Condition No. 6 hereof.

6. (a) Prior to the commencement of any work on the lot the Grantee shall submit for the prior approval of the Secretary within six months of the date of this Agreement a Master Layout Plan and Development Schedules (hereinafter together called "the Master Layout Plan") showing delineated and coloured thereon:

- (i) the positions of the roads proposed to be made;
- (ii) the general location and nature of the buildings proposed to be erected on the lot;
- (iii) all breakwaters, piers or other marine structures which it is proposed to erect; and
- (iv) the stages or phases by which it is proposed to develop the lot.

(b) In complying with Special Condition No.5 hereof the whole of the Lot shall be developed or redeveloped to the satisfaction of the Secretary in conformity and in accordance with the Master Layout Plan approved and signed by the Secretary who shall retain a copy thereof, and no alterations whatsoever shall be made by the Grantee to the Master Layout Plan or to the development or any redevelopment without the prior consent in writing of the Secretary, it being agreed that in the case of minor alterations such consent shall not be normally withheld.

(c) The Master Layout Plan and any plan amending the same signed by or on behalf of the Grantee and the Government shall be deposited and kept at District Land Office, Islands.

7. Subject to the obligations and restrictions regarding development mentioned in Special Conditions Nos. 5 and 6 and subject also to Special Conditions Nos. 39, 54(a) and 56, the lot or any part thereof or any building or buildings erected or to be erected thereon shall not be used and the Grantee shall not permit or suffer the use thereof for any purpose other than for the purposes of the club houses, courses, leisure resort facilities and /the minimum ...

the minimum associated facilities indicated on the Master Layout Plan, and such recreational, residential and commercial purposes and uses ancillary thereto as may be approved in writing by the Secretary, and in particular no building or part thereof erected or to be erected on the lot shall be used for any purpose other than the purpose for which it is designed and intended to be used as indicated on the Master Layout Plan and in the Occupation Permit issued in respect of such building by the Building Authority under the Buildings Ordinance.

8. (a) Subject to (b), (c) and (d) hereof the Grantee shall not except with the prior consent of the Secretary and in conformity with any conditions imposed by him (including the payment of such fee as may be required by him) -

- (i) assign, underlet, part with the possession of or otherwise dispose of the lot or any part thereof or any interest therein or any building or any part of any building thereon or enter into any agreement so to do, or
- (ii) mortgage or charge the lot or any part or parts thereof of any interest therein or any building or any part or parts of any building thereon except for the purpose of the development thereof and then only by way of a building mortgage or mortgages in such form and containing such provisions as the Secretary shall approve or require,

unless and until he shall have in all respects observed and complied with these Conditions to the satisfaction of the Secretary and then only subject to the provisions of Special Conditions Nos. 9 and 10 hereof.

(b) Notwithstanding anything to the contrary herein contained the Grantee (which expression shall, for the purpose of these Special Condition No.8(b) only, exclude its successor and assigns) may, after the date hereof but before the Grantee has in all respects observed and complied with these Conditions to the satisfaction of the Secretary and for the purpose of development of the lot but not otherwise, subject to the prior written consent of the Secretary and in conformity with any conditions imposed by him (including the payment of any fee as may be required by him), assign the whole of the lot or, subject also to Special Condition No.10 hereof, any part or parts thereof to the Grantee's subsidiary company or subsidiary companies. For the purpose of these Conditions "subsidiary company or subsidiary companies" shall mean only a company or companies of which the Grantee has effective control and not less than 51% of the issued shares in which at the time of such assignment or assignments are owned by the Grantee. The Grantee shall not at any time before he has in all respects observed and complied with these Conditions to the satisfaction of

/the Secretary

the Secretary in respect of the lot as a whole or, as the case may be, in respect of a part or parts, sell, transfer or otherwise part with or dispose of his shareholding in the subsidiary company or subsidiary companies to which the whole of the lot or such part or parts, as the case may be, have been assigned as aforesaid so as to reduce his shareholding therein to less than 51% of the issued shares or permit or suffer or cause anything to be done whereby his said majority shareholding or effective control is so reduced or no longer retained.

(c) The Grantee may, subject to these Conditions and in particular subject to Special Conditions Nos. 9 and 10 hereof, assign, underlet, part with the possession of or otherwise dispose of a part or parts of the lot together with the building or part of the building, if any, thereon if he shall have in all respects observed and complied with these Conditions so far as they relate to such part or parts of the lot and the building or buildings to be erected thereon as to which observance and compliance the certificate in writing of the Secretary shall be required.

(d) The Grantee may also subject to these Conditions and in particular subject to Special Conditions Nos. 9 and 10 hereof assign, underlet, part with the possession of or otherwise dispose of a part or parts of the lot for the sole purpose but not otherwise of development of such part or parts pursuant to the Master Layout Plan if he shall have first satisfied the Secretary that the sum of not less than \$600 million has already been expended on the other part or parts of the lot in observance and compliance with these Conditions so far as they relate to such other part or parts of the lot in respect of which the Secretary has issued a certificate of observance and compliance.

9. Notwithstanding any other provision of these Conditions other than Special Condition No.8 hereof, in the event of the Grantee having elected to pay the premium aforesaid by instalments, he shall not, except with the prior consent of the Secretary and in conformity with any conditions imposed by him (including the payment of such fee as may be required by him), assign (other than by way of a building mortgage approved under Special Condition No.8(a)(ii) hereof and other than an assignment under Special Condition No.8(b) hereof) underlet (other than at a rack rent and without any premium) or part with the possession or otherwise dispose of the lot or any part thereof or any interest therein or any building or part of any building thereon until the whole of the amount of the said premium has been paid and then only subject to and in accordance with the provisions of Special Condition No.10 hereof,

/Provided That

Provided That if the Grantee shall have paid the outstanding instalments of premium apportioned with the approval of the Secretary in accordance with Special Condition No.4 (b)(ii) above on any part or parts of the Lot, this Special Condition shall cease to apply to such part or parts.

10. (a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Secretary and that the premium aforesaid shall have been paid in a lump sum or, in the event that the Grantee has elected to pay it by instalments, that the whole of the outstanding balance of the said premium shall have been paid, the Grantee shall not assign, mortgage (other than by way of a building mortgage or mortgages approved under Special Condition No.8(a)(ii) hereof and also other than by an assignment of the whole of the lot, but not a part thereof, under Special Condition No.8(b) hereof) or underlet (other than at a rack rent and without any premium) or otherwise dispose of any part of the lot or any building or part of any building thereon or any interest therein or enter into any agreement so to do:

(i) until he shall have first prepared and received the approval in writing of the Secretary for a Deed of Mutual Covenant and a Management Agreement to be entered into between the Grantee and Assignees, Mortgagees or Under-lessees from him; and

(ii) unless such assignment, mortgage, underletting, other disposition or agreement is made subject to and with the benefit of the said Deed of Mutual Covenant and the said Management Agreement.

(b) The said Deed of Mutual Covenant and Management Agreement shall be in such form and shall contain such provisions as the Secretary shall approve or require and shall be registered by Memorial against the lot in the District Land Office, Islands.

(c) In the Deed of Mutual Covenant referred to in (a) hereof, the Grantee shall:

(i) Allocate to the Reserved Portion an appropriate number of undivided shares in the lot or, as the case may be, cause the same to be carved out from the lot, which Reserved Portion the Grantee shall not assign, except as a whole to the Grantee's subsidiary company and then only (a) in accordance with these Conditions, (b) after he has satisfied the Secretary that such subsidiary company has sufficient funds or has access to

/sufficient funds ...

sufficient funds to enable it to construct, operate, manage and maintain the Reserved Portion in accordance with these Conditions and (c) after he has obtained from such subsidiary company an undertaking in favour of the Government that the subsidiary company will during the whole of the term of the lease hereby agreed to be granted construct, operate, manage and maintain in accordance with Special Condition No.11 hereof the lot and all buildings, structures and works (including the minimum associated facilities and the Reserved Portion) erected or to be erected thereon pursuant to these Conditions, or underlet (other than at a rack rent and without any premium) or part with the possession of the Reserved Portion or any part of it or any interest therein or enter into any agreement so to do, Provided That the Grantee may, with the prior written approval of the Secretary, assign the whole but not a part of the Reserved Portion subject to the assignee:

- (A) having financial assets which in the opinion of the Secretary are sufficient to enable the subsidiary company during the whole of the term hereby agreed to be granted to construct, operate, manage and maintain in accordance with Special Condition No.11 hereof the lot and all buildings structures and works (including the minimum associated facilities and the Reserved Portion) erected or to be erected thereon pursuant to these Conditions;
- (B) first obtaining in favour of the Government a bank bond from a Bank acceptable to the Secretary in a form and in an amount (being an amount not more than \$100 million) previously agreed with him for securing the due performance and observance of and compliance with these Conditions by such assignee; and
- (C) undertaking in a form satisfactory to the Secretary to construct, operate, manage and maintain in accordance with Special Condition No.11 hereof and during the whole of the term of the lease hereby agreed to be granted the lot and all buildings, structures and works (including the minimum associated facilities and the Reserved Portion) erected or to be erected thereon pursuant to these Conditions.

- (ii) Undertake or, in the event of the Reserved Portion being assigned in accordance with (c)(i) of this Special Condition, cause its subsidiary company or permitted assignee to undertake to manage during the whole of the term of the lease hereby agreed to be granted and in accordance with Special Condition No.11 hereof the lot and all buildings, structures and works (including the minimum associated facilities and the Reserved Portion) erected or to be erected thereon pursuant to these Conditions.

11. (a) The Grantee shall at his own proper costs and charges throughout the term of the said lease, and notwithstanding that he has assigned, mortgaged, underlet, parted with the possession of or otherwise disposed of the lot or some interest therein, well and sufficiently manage, repair, uphold, support, maintain, pave, purge, scour, cleanse, empty, amend, operate and keep the lot and all buildings and structures erected or to be erected thereon (including the minimum associated facilities and the Reserved Portion) and all walls, banks, cuttings, hedges, ditches, rails, lights, pavements, privies, sinks, drains, channels, watercourses, roads, paths, gardens, lawns and recreational and other facilities thereunto belonging and which shall in any-wise belong or appertain to the lot in, by and with all and all manner of needful and necessary reparations, cleansings and amendments whatsoever the whole to be done to the satisfaction of the Secretary, and in such good repair and condition peaceably and quietly deliver up the lot and all buildings and structures (including the minimum associated facilities and the Reserved Portion) thereon at the end or sooner determination of the term hereby agreed to be granted.

(b) It shall be lawful for the Director of Public Works (in these Conditions hereinafter referred to as "the said Director") or his agent at all reasonable times during the day to enter and go upon the lot or any part thereof to view, search and see the condition of the same and of all buildings and structures erected or to be erected thereon pursuant to these Conditions and of all decays, defects and wants of reparation and amendments which upon every such view shall be found to give or leave notice in writing at or upon the lot or the part thereof to which such failure to repair and maintain relates unto or for the Grantee to repair and amend the same within Three Calendar Months then next following, and upon any such notice being served the Grantee will repair and amend to the satisfaction of the said Director the building or structure therein mentioned. In the event of the Grantee failing to comply with any such notice within the time therein specified, the said Director may carry out such repairs and amendments as he considers
/necessary

necessary and the Grantee shall pay to the Government the cost thereof on demand.

12. Every assignment, mortgage, charge, underletting or other written alienation of the lot or any part thereof or any interest therein that is permitted under these Conditions shall be registered at the District Land Office, Islands.

13. (a) Any rights pertaining to sea frontage shall extend only to the marine structures shown outlined blue on the Master Layout Plan and will continue to attach to the lot only so long as the lot continues to be used for the purposes specified in Special Condition No.7 hereof.

(b) The said marine structures shall be managed and maintained by the Grantee at his own expense and to the satisfaction of the said Director throughout the term hereby agreed to be granted.

14. The Grantee shall take every precaution during the construction of any breakwater, piers and marine structures to prevent damage to cables or other underwater installations. In the event of any damage occurring during the construction of the breakwater, piers and marine structures or at any time thereafter as a result of any works or other activities carried out within the areas outlined blue on the approved Master Layout Plan by the Grantee, his servants or agents, the Grantee shall indemnify the Government against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason thereof.

15. The Grantee shall not alter, take down, re-erect, extend or remove the breakwater, piers and marine structures without the written consent of the said Director.

16. (a) The Grantee shall not cut away, remove or set back any land adjoining the lot except with the prior written consent of the Secretary.

(b) Where any cutting away, removal or setting back of adjacent or nearby hillside or banks or any building up or filling in is required for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof, the Grantee shall construct or bear the cost of the construction of such retaining walls or other support as shall or may then or at any time thereafter be necessary to protect and support such hillside and banks and the lot itself and to obviate and prevent any falling away, land-slip or subsidence occurring thereafter, and shall at all times maintain the said retaining walls

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or their support in good and substantial repair and condition. In the event that as a result or arising out of any such formation, levelling or development any landslip, subsidence or falling away occurs at any time, whether in or from the adjacent hillside or banks and whether the same be Crown or leased land, or in or from the lot itself, the Grantee shall at his own expense reinstate and make good the same and shall indemnify the Government from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such landslip, subsidence or falling away. In addition to any other rights or remedies herein provided for breach of any of the conditions hereof the Secretary shall be entitled by a notice in writing to call upon the Grantee to carry out such construction and/or maintenance or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with such notice within the period specified therein the Secretary may forthwith execute and carry out the work and the Grantee shall on demand repay to the Government the cost thereof.

17. (a) In the event of spoil or debris from the site or from other areas affected by any development of the lot being eroded and washed down on to public lanes or roads or into road-culverts, sewers, storm-water drains or nullahs or other Government properties, the Grantee shall be held responsible and shall pay to the Government on demand the cost of removal of the spoil and debris from or of damage to the public lanes or road-culverts, sewers, storm-water drains or nullahs or other Government properties. The Grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion and washing down.

(b) No earth, debris, spoil of whatsoever nature, or building materials shall be dumped on any adjoining Crown land.

18. The Grantee shall pay to the Government on demand the cost of removing, diverting and reinstating elsewhere as may be required any footpaths, drains, ✓ sewers, nullahs, water courses, pipes, cables, wires, utility services or any other works or installations on the lot or on areas adjacent thereto which the Secretary may consider it necessary to remove, divert or reinstate upon any development thereof.

19. The design and disposition of any buildings to be erected on the lot shall be subject to the approval in writing of the Secretary, and the plot ratios of any building or buildings erected or to be erected on the lot shall be as specified in the approved Master Layout Plan.

20. Except with the prior consent in writing of the Secretary and in conformity with any condition imposed by him, no building shall be erected on the lot of a type which by virtue of the Buildings Ordinance (Application to the New Territories) Ordinance and any regulations made thereunder is exempt from the provisions of the Buildings Ordinance and any regulations made thereunder.

21. The Grantee shall at his own expense supply and install such fire-prevention and fire-fighting equipment (but without fire appliances) and carry out such works on the lot and in the building or buildings erected or to be erected thereon as may from time to time be required by the Director of Fire Services and shall thereafter maintain at his own expenses all such equipment and works in good order and condition throughout the term hereby agreed to be granted and in all respects to the satisfaction of the said Director. The Grantee hereby acknowledges that due to the location of the lot where full conventional fire fighting facilities will not be available, additional fire services requirements (but without fire appliances) over and above the normal requirements generally applied in any other areas in Hong Kong, will be applied to the lot and any building erected or to be erected thereon.

22. (a) The Grantee shall at his own expense erect upon the lot a fire station building and drill yard (but without any fire-fighting equipments and fire appliances) at the position and to the specifications shown and described in the approved Master Layout Plan to the satisfaction of the said Director of Fire Services. Upon completion of the said building and drill yard and its formal acceptance in writing by the said Director on behalf of the Government the said building and drill yard shall be leased to the Government at a rent of one dollar in Hong Kong currency per annum for the remainder of the term hereby agreed to be granted and shall from the commencement of such lease be maintained by Government at its own expense.

(b) The Grantee shall at his own expense at all times throughout the term hereby agreed to be granted ensure an adequate supply of water for fire-fighting purposes at such positions within the lot as may from time to time be required by the said Director.

(c) The Grantee shall at his own expense at all times throughout the term hereby agreed to be granted ensure adequate access for fire appliances and fire personnel to all buildings and structures erected on the lot to the satisfaction of the said Director.

(d) The Grantee shall comply with all lawful requirements of the said Director made under the Dangerous Goods Ordinance, and any regulations thereunder and any amendments thereto.

The Grantee shall at his own expense erect upon the lot a police post building at a position and to the specifications shown and described in the approved Master Layout Plan to the satisfaction of the Commissioner of Police. Upon completion of the building and its formal acceptance in writing by the said Commissioner on behalf of the Government the building shall be leased to Government at a rent of one dollar in Hong Kong currency per annum for the remainder of the term hereby agreed to be granted and shall from the commencement of such lease be maintained by the Government at its expense.

24. Facilities shall be provided by the Grantee within the lot suitable for the provision of an adequate telephone service and an adequate electricity supply by Hong Kong Telephone Company, Limited and The China Light & Power Company, Limited respectively to the satisfaction of the Secretary.

25. Space shall be provided within the lot to the satisfaction of the Secretary for the parking, loading and unloading of such motor vehicles as shall be authorized by the Grantee in writing and the space so provided shall not be used for any other purposes.

26. The Grantee shall at his own expense and to the satisfaction of the said Director form and surface with approved materials the roads, vehicular parking or loading and unloading areas, footpaths and pedestrian ways within the lot.

27. No building or buildings other than such structures including boundary walls and fences as may be approved in writing by the Secretary shall be erected within 24 feet of either side of the main road between the points A and B as shown on the approved Master Layout Plan.

28. The Grantee shall construct and maintain at his own expense and to the satisfaction of the said Director such drains and channels, whether within the boundaries of the lot or on Crown land, as the said Director may consider necessary to intercept and convey into the nearest stream-course, the sea, catchpit, channel or storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Grantee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain water.

29. Any damage or obstruction caused by the Grantee, his servant or agents to any nullah, sewer, storm-water drain, watermain or other Government properties within or adjoining the lot shall be made good by the Government at the cost of the Grantee, and the amount due in respect thereof shall be paid on demand to the Government by the Grantee.

30. Any foundations to be constructed near or adjoining any sewer, storm-water drain or nullah within or adjoining the lot shall comply with the requirements of the said Director.

31. The drainage of any building erected on the lot shall be effected as may be required by the said Director and the Grantee shall not discharge or cause or permit or suffer to be discharged into any sewer, storm-water drain, channel, storm-course or sea, any sewage, foul or contaminated water, or noxious or harmful liquids without the prior written consent of the said Director who shall as a condition of granting his consent require the Grantee to provide, operate and maintain throughout the term hereby granted at his own expense and to the satisfaction of the said Director suitable works at the positions shown on the approved Master Layout Plan for the treatment and disposal of sewage or foul or contaminated water. Free access to the sewage treatment works shall also be provided at all reasonable times to Government and its officers for the purposes of inspection, sampling, testing, gauging, making measurements and taking records.

32. The Grantee shall throughout the term hereby granted indemnify the Government against all actions, claims and demands for any loss, damage or nuisance caused by pollution arising out of any discharge from the lot of sewage, foul or contaminated water.

33. The Grantee shall not interfere with any existing drain, waterway or nullah within or adjoining the lot without the prior written consent of the said Director. Such consent will not be given until any necessary diversion of any such drain, waterway or nullah has been completed.

34. The training or culverting of the water courses within the lot shall be carried out by the Grantee at his own expense and to the satisfaction of the said Director with such materials and in accordance with such design as shall be approved by the said Director.

35. (a) The whole of the drainage within the lot shall be subject to the approval of the said Director who may require these works to be carried out with pipes and other equipment of such sizes and materials and other types as he may specify.

(b) The point of discharge of any drain shall be subject to the approval of the said Director.

36. (a) Government does not undertake to supply water to the lot.

(b) The Grantee -

(i) shall make adequate arrangements to supply sufficient water for all purposes, domestic and otherwise, on the lot or any part thereof;

(ii) shall preserve the traditional rights of any person who in the opinion of the Secretary is a bona fide member of the village communities of Tai Pak or Nim Shu Wan, Lantau, to draw an adequate supply of water for domestic and agricultural purposes from the catchment areas shown verged green on the plan annexed hereto.

37. (a) Notwithstanding the provisions of Special Condition No.7 hereof, the area shown verged green on the Plan annexed hereto shall not be used for any purpose other than for water catchment purposes.

(b) The Grantee shall at his own expense and to the satisfaction of the Secretary maintain over the said area shown verged green on the said Plan sufficient vegetation cover to prevent erosion and keep the said area in a clean, tidy and sanitary condition.

(c) No structure other than such fences as shall be approved by the Secretary shall be erected on the said area shown verged green on the said Plan.

(d) There shall be excepted and reserved unto all villagers of villages in the vicinity of the lot the right of access to the graves existing at the date hereof made within the said area shown verged green on the said Plan for the purpose of worshipping their respective ancestors buried therein or of repairing such graves.

38. The Grantee shall not construct or permit or suffer to be constructed any dam, weir or catchwater channel on the lot or impound or permit or suffer to be impounded any water on or within the lot except in accordance with the provisions of the Development Schedule attached hereto.

39. (a) All refuse shall be collected and disposed of within the lot by the Grantee at his own expense to the satisfaction of the Director of Urban Services.

(b) The Grantee shall at his expense erect to a design and specification approved by the Director of Urban Services a refuse disposal plant on a site to be shown on the approved Master Layout Plan and thereafter shall manage and maintain the said plant throughout the term hereby granted to the satisfaction of the said Director of Urban Services.

40. (a) The Grantee shall through the term hereby granted at his own expense and to the satisfaction of the Secretary ensure that a minimum depth of water of 10 feet at any state of the tide is maintained in the immediate vicinity of the ferry pier and service pier erected on the lot as shown on the approved Master Layout Plan.

(b) The Grantee shall be responsible for any dredging works required at any time and these shall be carried out by and at the expense of the Grantee with the prior approval and under the direction of the said Director.

(c) The Grantee shall provide and maintain at his expense throughout the term hereby granted such navigational aids in the vicinity of the lot as may be required by the Director of Marine.

41. (a) The Grantee shall provide at his own expense a helicopter landing site which shall comply with the Colonial Air Navigation Orders any regulations made thereunder and all Orders, Ordinances and regulations relating to or in connection with aircraft and aviation.

(b) The Grantee shall provide and maintain at appropriate positions on, around or near the helicopter landing site adequate safety fencing, warning signs, markers and warning lights and shall take all such safety precautions as may be required by the Director of Civil Aviation.

(c) The said helicopter landing site shall be located at such position as shall have been agreed previously with the Secretary and shall be available at all times for use by the Government.

42. No grave shall be made on the lot, nor shall any human remains, whether in earthenware jars or otherwise, be interned therein or deposited thereon.

43. The Grantee shall immediately inform the Secretary of the location of any grave within the lot, and the Secretary shall as soon as practicable thereafter arrange for the removal of such grave or graves at the Grantee's own expense.

44. The Grantee shall submit general landscaping proposals to the satisfaction of the Director of Agriculture and Fisheries which shall be phased on the same basis as that referred to in Special Condition No.6(a)(iv). These proposals shall include schemes for the planting of trees, shrubs and grass and other vegetation and for their subsequent proper maintenance.

45. The construction and standards of maintenance of all hiking and riding tracks shall be subject to the prior approval of the Director of Agriculture and Fisheries.

46. All authorized Government officers shall be granted access at all reasonable times to any part of the lot for the purpose of carrying out their official duties.

47. The Government cannot guarantee any right-of-way to the lot on any part thereof and the Grantee will accordingly have to make his own arrangements for acquiring such right-of-way if at any time it is required to gain access to the lot or any part thereof other than from the sea.

48. The Grantee shall comply with and observe all Ordinances, by-laws, regulations and rules for the time being in force in Hong Kong governing the control of any form of pollution and the protection of the environment.

49. The Grantee shall not install or use on the lot or any part thereof or in any building or buildings erected thereon any machinery, furnace, boiler or other plant or equipment or any fuel or method or process or treatment which might in any circumstances result in the discharge or omission, whether aerial or otherwise, on or from the lot or any part thereof or from any building or buildings erected thereon of any noxious, harmful or corrosive matter, whether it be in the form of gas, smoke, liquid or solids, and which shall in the opinion of the said Director be excessive or unnecessary for the proper use and enjoyment of the lot by the Grantee for the purpose for which the lot is granted.

50. Any place utilised as a horse riding establishment shall conform with the Regulations pertaining to such establishments as in the Public Health (Animals and Birds) Ordinance Cap. 139, the Public Health (Animals Riding Establishment) Regulations and with the Code of Standards for such establishments.

51. Any place used for the Exhibition of Animals or Birds shall conform with the provisions pertaining to such establishments in the Public Health (Animals and Birds) Ordinance Cap. 139, the Public Health (Animals and Birds) (Exhibition) Regulations and with the Code of Standards for such establishments.

52. There shall be excepted and reserved unto the owner or owners of those lots either within or immediately adjoining the grantor's lot, his, her or their tenants, servants, visitors, workmen and other persons authorized by them or any of them in that behalf, a free and uninterrupted right from time to time and at all times during the continuance of the tenancy hereby agreed to be granted for all purposes connected with the proper use and enjoyment of the said lots to pass and repass, on, along, over, by and through without motor vehicles
/the pathways

the pathways and roadways within the lot and shown on the approved Master Layout Plan.

53. The grantee shall at his own expense and to the satisfaction of the Secretary maintain the school building known as Tai Pak School presently within the lot and shall continue to maintain such building until an agreement has been reached by the Government with the people of the Tai Pak community which the said school serves or until the Tai Pak community has ceased to exist, when the grantee shall be notified in writing by the Government that such maintenance by the grantee is no longer required.

54. (a) The area shown coloured red hatched black on the plan annexed hereto shall not be used for any purpose other than a golf course or golf courses.

(b) No structure shall be erected on the said area shown coloured red hatched black on the said plan.

(c) The Grantee shall at all times during the continuance of the tenancy hereby agreed to be granted operate and maintain to the satisfaction of the Secretary not less than one eighteen-hole non-membership golf course open for use by members of the public.

55. The Grantee shall on his own expense and to the satisfaction of the Secretary construct and maintain a pier in a location to be approved by the Secretary. Such pier shall be made available for use by the villagers of Tai Pak at all times.

56. (a) The Grantee shall construct, operate and maintain a cable car system for the carriage of passengers over a route to be shown on the approved Master Layout Plan and complying in all respects with these Conditions.

(b) The lower and upper station buildings of the cable car system shall not be used for any purposes other than such purposes in connection with the operation of the cable car system except as may be approved in writing by the Secretary, it being agreed that such approval shall not be unreasonably withheld.

(c) The cable car system shall be operated in accordance with all Ordinances, Regulations, By-laws and Rules which may or may be for the time being in force in Hong Kong.

(d) All pylons, towers, aerial cables and cable cars shall be suitably marked and/or lighted to the satisfaction of the Director of Civil Aviation.

/(e)

(e) The Grantee shall maintain at all times a vegetation-free zone (except for close-cut grass) which shall be provided and maintained by the Grantee immediately beneath the cableway extending for 50 (fifty) feet on either side of the cableway to the satisfaction of the Director of Fire Services.

(f) The Grantee shall hold harmless and indemnify the Government, its officers, servants and agents from and against any and all loss or damage suffered by, and also against any and all actions, claims, costs and demands of whatsoever nature taken or made against it or them or any of them by reason of any act or thing done or omitted to be done by the Grantee, its servants or agents, in the exercise of the rights hereby granted or in any way connected with or arising out of the construction, existence, maintenance, repair, inspection, renewal, operation or removal of the cable car system.

(g) The Grantee shall insure against claims made against him by passengers and third parties to the extent of not less than the sum of \$300,000.00 in respect of each and every claim in some insurance office or offices or with underwriters to be approved by the Government and shall pay all premium necessary for the above purpose within seven days after the same shall become due and whenever required shall produce to the Government the policy or several policies of such insurance and the receipts for the current year's premium.

TECHNICAL SCHEDULE - WATER SUPPLIES

1. The Grantee shall at his own expense engage an Engineer engaged on the design and construction of any dam, weir or catchwater channel built for the purpose of supplying water to the lot to submit all calculations and drawings in respect thereof to an approved independent Engineer for checking and certification.
2. No dam, weir or catchwater channel shall be constructed for the purpose of supplying water to the lot until copies of the design calculations and drawings certified by the said approved independent Engineer shall have been submitted to the Water Authority.
3. On completion of construction works for any dam, weir or catchwater channel used for supplying water to the lot record drawings and inspection and maintenance procedures shall be provided by the Engineer engaged on the design and construction works and certified by the said approved independent Engineer, all to the satisfaction of the Water Authority. Certified true copies of these documents shall be submitted to the Water Authority for record purposes.
4. As soon as the approved independent Engineer engaged on the design and construction of any dam or weir used for the purpose of supplying water to the lot considers that the construction has reached a stage at which the reservoir contained by the dam or weir can properly be filled either wholly or partially with water, he shall issue a certificate (hereinafter referred to as the "preliminary certificate") specifying the level up to which the reservoir may be filled and the conditions (if any) subject to which it may be so filled. The preliminary certificate shall be in a form specified by the Water Authority and shall be countersigned by the said approved independent Engineer. The certificate shall be delivered to and kept by the Grantee and a copy of the certificate shall be submitted to the Water Authority for record purposes.
5. The approved independent Engineer engaged on the design and construction of any dam or weir used for the purpose of supplying water to the lot shall, after the issue of a preliminary certificate and if he is satisfied that the reservoir is sound and satisfactory and may safely be used for the storage of water, issue a certificate (hereinafter referred to as the "final certificate") to that effect. The final certificate shall specify the level up to which water may be stored and the conditions (if any) subject to which it may be so stored. The final certificate shall be in a form specified by the Water Authority and shall be countersigned by the said approved independent Engineer. The certificate shall be delivered to and kept by the Grantee and a copy of

the certificate must be submitted to the Water Authority for record purposes.

6. No reservoir used for the purpose of supplying water to the lot shall be filled with water either wholly or partially or used for the storage of water :

- (a) before the issue of a preliminary certificate;
- (b) in the interval between the issue of a preliminary certificate and the final certificate, otherwise then in accordance with the preliminary certificate;
- (c) after the issue of a final certificate, otherwise then in accordance with the final certificate.

7. The Grantee shall at his own expense enter into an agreement with his Engineer engaged on the design and construction of any dam or weir used for the purpose of supplying water to the lot for the surveillance and monitoring of any such dam or weir for a period of five years from the issue of the aforesaid preliminary certificate. The agreement shall be in the form approved by the Water Authority and a copy of the agreement shall be submitted to the said Water Authority for record purposes.

8. The Grantee shall cause a periodic inspection and a report of the result thereof, to be made of any dam or weir constructed for the purpose of supplying water to the lot. The inspection and report shall be made by the approved independent Engineer and a copy of the report shall be submitted to the Water Authority for record purposes.

9. For the purposes of the preceding clause the first inspection shall be made at the expiration of a period not exceeding five years from the date of the preliminary certificate and subsequent inspections shall be made at intervals of not more than every five years provided that, if the report of the result of any inspection made contains a recommendation that the next inspection should be made within a period of less than five years, the interval in such case shall not exceed the period stated in such report.

10. Where a report of the result of an inspection made in accordance with the preceding clause contains a recommendation that remedial measures should be taken in the interests of safety, the Grantee shall as soon as practicable carry such measures into effect under the supervision of the approved independent Engineer.

11. The Grantee shall not cause any alterations to be made to any dam or weir or construction and shall not cause the alteration of any conduit, channel, pipe

/or tunnel

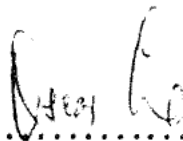
or tunnel conveying water to any reservoir used for the purpose of supplying water to the lot unless an approved independent Engineer is employed to supervise the design and construction of the alterations. An inspection and report shall be made by the approved independent Engineer as soon as practicable after the alterations have been completed and a copy of the report shall be submitted to the Water Authority for record purposes.

12. For the purposes of these clauses "approved independent Engineer" shall mean an Engineer selected from the panel of qualified civil engineers compiled for the purposes of reservoir safety in accordance with the United Kingdom Reservoirs (Safety Provisions) Act 1930.

MEMORANDUM OF AGREEMENT

MEMORANDUM THAT Hong Kong Resort Company Limited, the Company whose Seal is hereunder affixed, has this day agreed to carry out the terms and conditions of the foregoing Conditions of Exchange, and the Grantee hereby agrees fully to observe and perform the said Conditions and to be bound thereby, and the Secretary for the New Territories on behalf of His Excellency the Governor hereby ratifies and confirms the said exchange on the said terms and conditions.

Dated the 10th day of September, 1976





.....
Witness to the affixing of the Common
Seal of the Grantee and to the signatures
of its attesting officers

.....
Seal of the Grantee and signatures
of E. W. C. WONG and J. E. M. AULT
as DIRECTORS
and

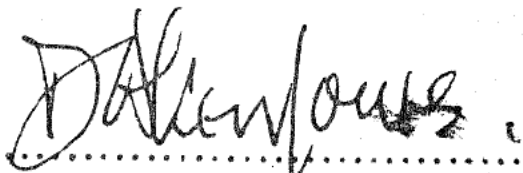
Address 1418 TUNG YING BUILDING

..... Kowloon H.K.

Occupation Solicitor



.....
Witness to signature of Secretary
for the New Territories



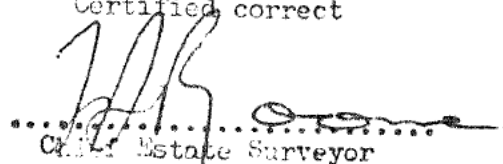
.....
Secretary for the New Territories

Address H. Q. New Territories
..... Administration Tower Road Kowloon

Occupation ... Chief Estate Surveyor

.....

Certified correct


.....
Chief Estate Surveyor

Dated the 12th day of September, 19 76.....

AGREEMENT

&

CONDITIONS OF EXCHANGE

D.D. 352..... Lot No. 385.....

D.D. 352..... Lot No. 385.....

CROWN RENT :- \$708,350.00 per annum

Term :- Residue of 99 years less the last
three days thereof commencing from
1st July, 1898.



Assistant Land Officer.

We, the undersigned do hereby certify and attest that
we have this 13th day of August 1982 examined the foregoing
copy New Grant No. 6122 with its original and that the same
is a true, correct and complete copy thereof.

Clerks to Messrs. Woo, Kwan, Lee & Lo,
Solicitors & c., Hong Kong.

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Deed Register Vol. Page

Paid Vide Receipt No.

Shroff Date