

- (b) The Grantee shall, at all times as from the date of this Agreement and throughout the term hereby agreed to be granted and notwithstanding any building, construction, development or other works to be or being carried out on the lot, at his own expense and in all respects to the satisfaction of the Director provide, form, construct and maintain such safe, continuous and unobstructed pedestrian and vehicular access roadways within and running through the lot at such positions and levels and along such routes and alignments commencing from such points and levels at that part of the boundary of the lot marked UV on Plan I annexed hereto to such points and levels at such parts of the Common Boundary in such manner, with such materials and to such standard and design and of such widths and clearance heights as may be required or approved in writing by the Director, subject to such improvement, upgrading, renewal or replacement thereof or such alteration or diversions as to the positions, routes, alignments, levels, widths, access points or other aspects as the Director may from time to time require or approve in writing (such pedestrian and vehicular access roadways including such improvement, upgrading, renewal, replacement, alterations or diversions being hereinafter referred to as "the Access Roadway") so as to connect Fu Kin Street with the Adjoining Land provided that unless and until such other pedestrian and vehicular access roadways as required or approved by the Director under this Special Condition No.(5)(b) shall have been formed, provided or constructed, the Access Roadway shall be deemed to be the existing pedestrian and vehicular access roadways which are for identification purpose only shown on the ground floor and basement floor plans annexed to the Deed of Grant and Covenant referred to in Special Condition No.(5)(d) hereof and coloured yellow thereon.
- (c) Throughout the term hereby agreed to be granted, there is excepted and reserved unto, and the Grantee further covenants to permit,
- (i) the Director, its or their officers, contractors, workmen and other persons authorized by the Government the free and uninterrupted right from time to time and at all times during the term hereby agreed to be granted for all purposes connected with the Adjoining Land or any part thereof to pass and repass by day and by night with or without vehicles of any description and with or without tools, equipment, machinery and building materials, on, over, along, by and through the Access Roadway to or from the Adjoining Land from or to Fu Kin Street;
- (ii) the Government, its tenants and lessees for the time being and from time to time of the Adjoining Land or any part thereof the free and uninterrupted right for the Government, its tenants and lessees, sub-tenants and sub-lessees and the occupiers for the time being and from time to time of the Adjoining Land or any part thereof, their servants, visitors, licensees, contractors, workmen and other persons authorized by them from time to time and at all times during the term hereby agreed to be granted for all purposes connected with the use and proper enjoyment of the Adjoining Land or any part thereof to pass and repass by day and by night with or without vehicles of any description and with or without tools, equipment, machinery and building materials, on, over, along, by and through the Access Roadway to or from the Adjoining Land from or to Fu Kin Street;
- (iii) the Government, its tenants and lessees for the time being and from time to time of the Adjoining Land or any part thereof for the benefit and enjoyment of the Adjoining Land or any part thereof:-
- (I) the free and uninterrupted right and liberty for the Government, its tenants and lessees for the time being and from time to time of the Adjoining Land or any part thereof to lay, install, alter, divert, remove, renew, replace, upgrade and enlarge such system of Devices within, in, on, over, under, along or through such part or parts of the lot and at such positions, levels and along such routes and alignments and with such layout and in such manner, with such materials and of such sizes and to such standard and design as the Director may require or approve for the said Purposes (such system of Devices as are currently laid or installed within the lot for the said Purposes and as may hereafter, in addition thereto or in substitution thereof, be laid or installed within the lot for the said Purposes including such alteration, diversion, renewal, replacement, upgrading and enlargement being hereinafter referred to as "the System");

- (II) the free and uninterrupted right and liberty for the Government, its tenants and lessees for the time being and from time to time of the Adjoining Land or any part thereof to inspect, operate, cleanse, maintain and repair the System or any part thereof;
- (III) the free and uninterrupted right and liberty for the Government, its tenants and lessees for the time being and from time to time of the Adjoining Land or any part thereof to obtain and to convey supply of Utilities from the relevant Utilities main public supply points across the lot by the System to the Adjoining Land and to discharge and to convey rainwater and treated or untreated effluent and sewage from the Adjoining Land through the lot by the System to the Government or public drains or sewers; and
- (IV) the free and uninterrupted right for the Government, its tenants and lessees for the time being and from time to time of the Adjoining Land or any part thereof, their employees, servants, visitors, licensees, contractors, workmen and other persons authorized by them from time to time and at all reasonable times (except in case of emergency) during the term hereby agreed to be granted to enter upon the lot for the purpose of exercising the rights and liberties conferred under this Special Condition No.(5)(c)(iii).
- (d) (i) Immediately upon execution of this Agreement, the Grantee shall execute in favour of the registered owner of the Adjoining Land now held from the Government under the relevant Government Grant and registered in the Sha Tin New Territories Land Registry as The Remaining Portion of Sha Tin Town Lot No.168 (hereinafter referred to as "the Adjoining Land Owner") a Deed of Grant and Covenant on such terms and conditions as the Director may require or approve for the direct grant unto the Adjoining Land Owner, its successors in title and assigns free right of way through the lot and right of free flow and supply of the Utilities and the discharge of rainwater and treated or untreated effluent and sewage through the lot for the use and enjoyment of the Adjoining Land or any part thereof (hereinafter referred to as "the Deed of Grant and Covenant" which expression shall include such amendments, variations or supplements as may be approved by the Director). The Grantee shall not amend or vary or supplement the terms of the Deed of Grant and Covenant without the prior written consent of the Director.
- (ii) The Grantee shall duly observe and comply with the Deed of Grant and Covenant and shall indemnify the Government against all liability, claims, costs, demands, actions or other proceedings whatsoever arising from directly or indirectly out of or in connection with the Deed of Grant and Covenant.
- (iii) Notwithstanding anything herein contained, the rights and liberties excepted and reserved unto the Government's tenants and lessees for the time being and from time to time of the Adjoining Land or any part thereof under this Special Condition No. (5) shall, insofar as the Adjoining Land Owner, its successors and assigns of the Adjoining Land or any part thereof are concerned, be deemed to be so excepted and reserved subject to the Adjoining Land Owner, its successors and assigns observing and complying with the terms, conditions, covenants and obligations under the Deed of Grant and Covenant so long as the Deed of Grant and Covenant is subsisting and binding on them. For the avoidance of doubt, nothing in this sub-clause (d)(iii) shall affect the exercise by the Government and its other tenants and lessees of the rights and liberties excepted and reserved under this Special Condition No. (5).
- (e) The Grantee shall throughout the term hereby agreed to be granted at his own expense manage, maintain, repair and keep or cause to be managed, maintained, repaired and kept the Access Roadway in good substantial repair and condition and cleansed and unobstructed to the satisfaction of the Director. The Grantee shall not do or suffer anything to be done that may obstruct or affect the safety of the Access Roadway and the System and without prejudice to the generality of the foregoing, the Grantee shall, in carrying out any building, construction, development or other works on the lot, take all necessary measures and precautions in all respects to the satisfaction of the Director to ensure a safe and unobstructed pedestrian and vehicular passage over and along the Access Roadway and the free flow, supply and conveyance of Utilities and the free flow, discharge and conveyance of rainwater and treated or untreated effluent and sewage through the System. Nothing in this sub-clause (e) shall prejudice the enforcement of the rights and obligations of or by the parties under the Deed of Grant and Covenant.

- (f) Notwithstanding anything herein contained, the Government and the Director shall have no obligation or liability whatsoever in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition No. (5) or the exercise by the Government or any person of the rights and liberties excepted or reserved or granted under this Special Condition No. (5) or the Deed of Grant and Covenant or the Director imposing any requirement or giving or refusing to give at his absolute discretion any approval or consent under or for the purpose of this Special Condition No. (5) or the Deed of Grant and Covenant, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (II) Provisions of the Deed of Grant and Covenant (made between Bright Gold Limited as "the First Owner" which expression shall where the context so admits include its successors and assigns and Union Medical Centre Limited as "the Second Owner" which expression shall where the context so admits include its successors and assigns).

Clause 1 stipulates that in this Deed, unless the context otherwise requires, the following expressions shall have the following meanings ascribed to them :-

"Access Roadway"

The pedestrian and vehicular access roadways within and running through the First Land to connect Fu Kin Street with the Second Land which consist of such continuous and unobstructed pedestrian and vehicular access roadways formed, provided or constructed or to be formed, provided or constructed under Special Condition No.(5)(b) of the Conditions of Exchange ("the said Special Condition No.(5)(b)") at such positions and levels and along such routes and alignments commencing from such points and levels at the boundary of the First Land marked UV on Plan I annexed to the Conditions of Exchange to such points and levels at such parts of the Common Boundary in such manner, with such materials and to such standard and of such design and of or with such widths and clearance heights, as may be required or approved by the Director under the said Special Condition No.(5)(b) subject to such improvement, upgrading, renewal or replacement thereof or such alteration or diversions as to the positions, routes, alignments, levels, widths, access points or other aspects as the Director may from time to time require or approve in writing under the said Special Condition No.(5)(b) provided that unless and until such other pedestrian and vehicular access roadways as required or approved by the Director under the said Special Condition No.(5)(b) shall have been formed, provided or constructed, the Access Roadway shall be deemed to be the existing pedestrian and vehicular access roadways which are for identification purpose only shown on the ground floor and basement floor plans hereto annexed and coloured yellow thereon.

"Common Boundary"

The common boundary of the First Land and the Second Land as marked RS on Plan I annexed to the Conditions of Exchange.

"Conditions of Exchange"

An Agreement and Conditions of Exchange in respect of the First Land deposited and registered in the Sha Tin New Territories Land Registry as New Grant No.13196 including all subsequent variations and modifications thereto, if any.

"Confirmatory Deed"

A deed supplemental to this Deed of Grant and Covenant referred to in clause 10 hereof and including all subsequent variations and modifications thereto, if any.

"Development"

The hospital building and ancillary accommodation now erected on the Second Land and any other development(s) to be erected thereon in addition thereto or in substitution thereof, such other development(s) can, subject to the terms and conditions on or under which the Second Land shall be held from the Government from time to time and subject to and with the prior written approval and/or consent from the relevant Government department(s), be for purposes other than hospital or hospital related use and be of a larger plot ratio, site coverage and building height than the development existing at the date hereof.

"Devices"

Drains, waterways, sewers, nullahs, pipes, drawpits, manholes, underground detention tanks, inspection chambers, pumping stations, cables, leads, wires, ducts, conduits, lines, meters and other equipment installations and devices reasonably required or necessary for the proper or efficient functioning and maintenance of the System.

"Director"

The Director of Lands of the Hong Kong Special Administrative Region or such other person appointed by the Government in substitution thereof.

"Estate"

The development to be erected on the First Land by the First Owner in accordance with the Conditions of Exchange and the plans and specifications approved from time to time by the Building Authority.

"First Land"

All that piece or parcel of land registered in the Sha Tin New Territories Land Registry as Sha Tin Town Lot No.539 which expression shall, unless the context otherwise requires, include the Estate thereon.

"Government Lease"

An Agreement and Conditions of Sale in respect of the Second Land registered in the Sha Tin New Territories Land Registry as New Grant No.11768 as modified by 5 Modification Letters respectively registered in the Sha Tin New Territories Land Registry by Memorial Nos.229954, 464719, 532140, 757989 and 1392278, and including all subsequent variations and modifications thereto, if any.

"Second Land"

All that piece or parcel of land adjoining the First Land and presently registered in the Sha Tin New Territories Land Registry as the Remaining Portion of Sha Tin Town Lot No.168 which expression shall, unless the context otherwise requires, include the Development thereon.

"the said Purposes"

The purposes of :

- (a) The free and uninterrupted flow, supply and conveyance of Utilities from the respective Utilities main public supply points located outside the First Land to the Second Land through the First Land; and
- (b) The free and uninterrupted flow, discharge and conveyance of rainwater and treated and/or untreated effluent and sewage from the Second Land through the First Land to the Government or public drains or sewers located outside the First Land.

"System"

The system provided and to be provided, installed and to be installed within the First Land and intended for the said Purposes, comprising such Devices as are currently installed within, in, on, over, under, along, by and through the First Land, and such Devices as may hereafter be laid or installed, in addition to or in substitution of the currently or then existing Devices, by the Second Owner from time to time within, in, on, over, under, along, by and through such part or parts of the First Land at such positions, levels and alignments and with such layout and in such manner, with such materials and of such sizes and to such standard and design as the Director may require or approve.

"Utilities"

Utility services in such quantities and at such pressures or voltages as the Development may reasonably require from time to time including but not limited to fresh water, flushing water, water for fire fighting purposes, electricity, gas, telephone and telecommunication installations.

Clause 4 stipulates that pursuant to and in compliance with the Conditions of Exchange, and in consideration of the covenants hereinafter mentioned from the Second Owner, the First Owner hereby grants unto the Second Owner and the owners for the time being of the Second Land for the benefit and proper enjoyment of the Second Land:-

- (a) the free and uninterrupted (but non-exclusive) right for the Second Owner, the owners for the time being of the Second Land, their tenants, servants, visitors, workmen and all persons duly authorised by them from time to time and at all times and for all purposes hereafter by day and by night to pass and repass on, over, along, or through the Access Roadway with or without vehicles of any description and with or without pets and with or without tools, equipment, machinery and building materials TO HOLD the rights and liberties hereby granted under this clause 4(a) unto the Second Owner and the owners for the time being of the Second Land for their proper enjoyment of the Second Land for a term expiring on 30th June 2047 subject to the exceptions and reservations in favour of the Government and the Director over the Access Roadway under the Conditions of Exchange;

- (b) the full and uninterrupted exclusive right and liberty for the Second Owner and the owners for the time being of the Second Land:

- (1) to obtain and to convey supply of Utilities from the relevant Utilities main public supply points across the First Land by the System to the Second Land;
- (2) to discharge and to convey rainwater and treated and/or untreated effluent and sewage from the Second Land through the First Land by the System to the Government or public drains or sewers,

TO HOLD the rights and liberties hereby granted under this clause 4(b) unto the Second Owner and the owners for the time being of the Second Land for their proper enjoyment of the Second Land for a term expiring on 30th June 2047 subject to the exceptions and reservations in favour of the Government and the Director over the System under the Conditions of Exchange;

- (c) the free right and liberty from time to time upon reasonable prior written notice to the First Owner or the Manager except in the case of emergency:-

- (1) to enter into the First Land for the purpose of paving and repairing the Access Roadway;
- (2) to enter into the First Land for the purpose of making such improvements on the Access Roadway as the Director may require or approve subject to the provisions of the Conditions of Exchange and subject to and with the prior written approval and/or consent from the relevant Government department(s);
- (3) to enter into the First Land and to open up the First Land for the purpose of laying additional Devices to form part of the System for the said Purposes in such manner, with such materials and at such positions, levels and alignments within, in, on, over, under, along or through such parts of the First Land and with such layout and of such sizes and to such standard and design as the Director may require or approve;
- (4) to enter into the First Land from time to time for the purpose of inspecting, operating, cleansing, maintaining and repairing at the Second Owner's expense the System or any part thereof for the said Purposes; and
- (5) to enter into the First Land and to open up the First Land for the purpose of enlarging and/or upgrading the System (and if necessary, to lay additional Devices in addition or in substitution) in such manner, with such materials and at such positions, levels and alignments within, in, on, over, under, along or through such parts of the First Land and with such layout and of such sizes and to such standard and design as the Director may require or approve to enable sufficient capacity exist to serve the Second Land at all times.

All doing as little damage, nuisance and disturbance as reasonably practicable and making good all damage to the First Land so done and properly reinstating the First Land, and the Second Owner being responsible and liable for any negligent or wilful or criminal acts or omissions of the Second Owner or its employees, agents, contractors and workers TO HOLD the rights and liberties hereby granted under this clause 4(c) unto the Second Owner and the owners for the time being of the Second Land for their proper enjoyment of the Second Land for a term expiring on 30th June 2047.

Clause 6 stipulates that :-

- (a) The rights and liberties in respect of the Access Roadway described in clauses 4 and 5 hereof are hereby declared to include but not limited to use thereof by vehicles of any description, construction vehicles, cranes, heavy machineries, trucks, ambulances, private cars, motorcycles, bicycles and on foot.
- (b) Subject to the Second Owner doing as little damage, nuisance and disturbance as reasonably practicable, making good all damage to and properly reinstating the First Land and being responsible and liable for any negligence or wilful or criminal acts of the Second Owner or its employees, agents, contractors and workers and subject to the provisions of clause 8 hereof, the Second Owner shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the First Owner arising out of or incidental to the exercise of the rights and liberties conferred under clauses 4 and 5 and no claim shall be made against the Second Owner by the First Owner in respect of any such loss, damage, nuisance or disturbance.

Clause 7 stipulates that the First Owner hereby covenants with and warrants to the Second Owner and the owners for the time being of the Second Land for the benefit and protection of the Second Land at all times to the intent and so as to bind the First Land:

- (a) to bear and pay the entire costs of the installation laying and construction of the Access Roadway and the System should the existing Access Roadway and System or any of them need revision or diversion for the construction of the Estate; and to ensure that such revision or diversion would not interrupt the free and uninterrupted grant of easements set out in clause 4 hereof (subject to clause 5 hereof);
- (b) to insure and keep insured to its full reinstatement value at the Second Owner's expense the Access Roadway and the System and all supporting structures and facilities thereof against loss or damage by typhoon, earthquake, fire, subsidence or such other risks as may from time to time be agreed by the First Owner (or, if applicable, the Manager of the Estate) and the Second Owner;
- (c) subject to and conditional upon the renewal or extension of the Government Lease for a term beyond 30th June 2047, the same easements as are granted under clause 4 hereof in favour of the Second Owner (or the owners for the time being of the Second Land) are deemed extended for a term up to such renewed or extended term;
- (d) subject to and conditional upon the renewal or extension by the Government of the Conditions of Exchange for a term beyond the 22nd day of November 2054, the same easements as are granted under clause 4 hereof in favour of the Second Owner (or the owners for the time being of the Second Land) are deemed extended for a term concurrent with the renewed or extended term of the Government Lease referred to in (c) above.

PROVIDED THAT upon the assignment of any undivided share(s) in the First Land and the due execution of the Deed of Mutual Covenant of the First Land, the obligations of First Owner under sub-clauses (a) to (d) of this clause 7 shall be undertaken by the owners for the time being of the First Land and the First Owner's liabilities as sole owner of the First Land under this clause shall cease but

- (1) the obligations of the First Owner as owner of an undivided share in the First Land shall not be affected; and
- (2) prior to the issuance of the Certificate of Compliance, the obligations of the First Owner under clause 7(a) hereof shall be undertaken and completed by the First Owner personally.

Clause 8 stipulates that the Second Owner hereby covenants with the First Owner and the owners for the time being of the First Land for the benefit and protection of the First Land at all times to the intent and so as to bind the Second Land:

- (a) at the Second Owner's own cost and expense, to maintain, repair and keep the Access Roadway in good and substantial repair and condition and properly swept and cleansed free and unobstructed;
- (b) at the Second Owner's own cost and expense, to properly guard the Access Roadway for its own protection;
- (c) at the Second Owner's own cost and expense, to maintain repair and keep the System in good and substantial repair and condition and to keep the same free and unobstructed for the flow of Utilities supplies and the discharge of rainwater, treated or untreated effluent and sewage;

- (d) to bear and pay the entire costs and expenses incurred or to be incurred by the First Owner in insuring or keeping insured the Access Roadway and the System in accordance with clause 7(b) hereof;
- (e) to maintain with a reputable insurance company at the Second Owner's sole cost and expense throughout the subsistence of the grant, third party and public liability insurance against claims for bodily injury or death occurring from upon or about the Access Roadway and the System or any of them or arising from any damage to or loss of any chattel or property sustained on the Access Roadway or by the System. The policy of insurance so effected shall be endorsed to show the interest of the First Owner and shall be in such amount as the Second Owner considers to be reasonable and shall contain a provision that the insurance cover thereby effected and the terms and conditions thereof may not be altered, modified, restricted or cancelled without the express prior written consent of the First Owner provided that such consent shall not be unreasonably withheld. The Second Owner shall produce to First Owner such policy of insurance together with a receipt for the last payment of premium whenever required so to do by First Owner.
- (f) If, for the exercise of the rights and liberties conferred under the Deed, the Second Owner, its agents, contractors and workers need to enter into any part of the First Land the exclusive use and occupation of which belongs solely to an owner, reasonable prior written notice shall be given by the Second Owner to such owner except in the case of emergency provided that the Second Owner shall forthwith make good any damage caused thereby and be responsible and liable for any negligence or wilful or criminal acts of the Second Owner or its employees, agents, contractors or workers.
- (g) To carry out all works hereby authorized in an expeditious and good and workmanlike manner and shall cause as little damage, nuisance or disturbance as is reasonably practicable in the exercise of the rights and liberties hereby conferred and shall make good any damage to the First Land and the Estate.
- (h) To indemnify the First Owner against any loss and damages, costs and expenses and all actions, claims, costs and demands of whatsoever nature brought or made against the First Owner by reason of any negligent or wilful or criminal act or omission of or by the Second Owner, its employees, agents, contractors or workers or the exercise of the rights and liberties hereby granted or the performance of or the breach of any obligations of the Second Owner under this clause 8.

Clause 9 stipulates that notwithstanding the Estate being damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same substantially unfit for occupation, the grant herein created does not cease to have effect, and in such event:

- (a) all insurance proceeds in respect of the Access Roadway and the System shall be used to cover the reinstatement costs and payments of a capital nature in respect of the Access Roadway and the System and any deficiency shall be borne by the Second Owner but nothing herein shall prejudice the rights of the Second Owner to claim and demand against any person in respect of any loss damage or injury caused by or through or in any way owing to the negligence or default of such person, his servants agents or licencees and of all costs and expenses incurred by the Second Owner in respect of any such claim or demand;
- (b) the Second Owner shall have the right to enter into the First Land to guard and to inspect, operate, cleanse, effect repairs and maintenance of the Access Roadway and the System; and
- (c) nothing herein shall preclude the Second Owner from enjoying the grant described in clause 4 hereof.

Clause 10 stipulates that prior to entering into any agreements for the sale of undivided shares in the First Land, the First Owner, the Second Owner and their respective mortgagees (if any) shall execute a Confirmatory Deed:

- (a) to define the new pedestrian and vehicular access roadways, systems and devices as the Director may require or approve in addition to or in substitution of the existing ones which (if substituted) may thereby be wholly or partially released (as the case may be); and
- (b) to define the portion(s) of the boundary of the First Land and the Second Land as marked RS on Plan I annexed to the Conditions of Exchange which will henceforth constitute the revised Common Boundary so that the portion(s) of the said boundary within the said points RS which do(es) not constitute the said revised Common Boundary may thereby be released; and

- (c) to make such amendments or variations to the provisions of this Deed as may be required or approved by the Director.

Accordingly, as from the date of the Confirmatory Deed, this Deed, the Access Roadways and the System in this Deed will be construed by reference also to the revised provisions and Common Boundary, new pedestrian and vehicular access roadways, systems and devices as provided or defined in the Confirmatory Deed.

(III) Provisions of the Confirmatory Deed

Clause 1 stipulates that the definitions contained in the Deed of Grant and Covenant ("Principal Deed") shall apply also to this Deed whenever the context so admits.

Clause 2 stipulates that clause 1 of the Principal Deed shall be amended as follows with immediate effect:

- (a) The definition of "Access Roadway" is deleted and substituted with the following:

"Access Roadway"

The new pedestrian and vehicular access roadways within and running through the First Land to connect Fu Kin Street with the Second Land which access roadways are for identification purpose only shown on the Level 3 Plan marked Plan No.AR-01 and the Level 4 Plan marked Plan No.AR-02 hereto annexed and coloured red thereon, subject to such improvement, upgrading, renewal or replacement thereof or such alteration or diversions as to the positions, routes, alignments, levels, widths, access points or other aspects as the Director may from time to time require or approve in writing.

- (b) The definition of "System" is varied by adding at the end thereof the following:

'Without limiting the generality of the above, the parties agree and accept that part of the System as are already located in the First Land prior to the date hereof and capable of identification are shown on the drainage plan marked Plan No.D-01 hereto annexed and delineated in red thereon.'

Clause 3 stipulates that in consideration of the releases and surrenders on the part of the Second Owner hereinafter contained, the First Owner hereby grants unto the Second Owner:

- (a) the same right and liberty as are set forth in Clause 4(a) of the Principal Deed save that the "Access Roadway" therein referred to shall henceforth mean the pedestrian and vehicular access roadways newly defined in clause 2(a) of this Deed;
- (b) the same right and liberty as set forth in Clause 4(b) of the Principal Deed save that the "System" therein referred to shall henceforth include the variation described in clause 2(b) of this Deed;
- (c) subject to Clause 6(a)(ii)(2), the right of subjacent and lateral support and protection from the First Land and the Estate, for the purpose of supporting upholding and maintaining the Access Roadway and the System;
- (d) the right for the Second Owner and his successors in title, the owners and occupiers for the time being of the Second Land to affix to the entrance of the Access Roadway a directional signage (whether illuminated or not) for the Development on the Second Land;
- (e) the (non-exclusive) right for the Second Owner and his successors in title, the owners and occupiers for the time being of the Second Land of free and uninterrupted passage and running of the Utilities in and through the relevant part(s) of the common areas and facilities of the Estate that are now laid or will be laid within the term of the Principal Deed (in common with all others entitled to the like right) to and from the System and/or to and from the Second Land for the said Purposes (hereinafter called "Shared Common Facilities") TO HOLD the rights and liberties hereby granted unto the Second Owner and the owners for the time being of the Second Land for their proper enjoyment of the Second Land for a term expiring on 30th June 2047 PROVIDED THAT that the Second Owner shall on written demand of the manager for the time being of the Estate contribute a reasonable proportion of the costs for the inspection, operation, repair, maintenance, replacement, renewal, improvement and up-grading of the Shared Common Facilities. Accordingly, with immediate effect, Clause 4 of the Principal Deed will be deemed to be amended with the insertion after Sub-clause (c) thereof the additional right set out in this clause 3(e) by way of Clause 4(d) of the Principal Deed.

Clause 5 stipulates that the First Owner hereby covenants with and warrants to the Second Owner and the owners for the time being of the Second Land (in addition to the covenants described in the Principal Deed) for the benefit and protection of the Second Land at all times to the intent and so as to bind the First Land as follows:

- (a) In the event the First Owner sells undivided shares in the First Land and enters into a deed of mutual covenant with its co-owners, the First Owner shall designate the Access Roadway as “Retained Access Roadway” in the deed of mutual covenant in respect of the First Land with undivided shares allocated to it, provided that :-
- (1) the Manager of the Estate on behalf of the owners for the time being, of the First Land, its employees, agents, contractors and workers shall have the right to pass and repass on, over, along or through the Retained Access Roadway with or without vehicles and with or without tools and equipment for all purposes connected with :-
- (i) refuse collection and disposal at the refuse collection chamber situated at the Upper Part of Level 3 of the Estate;
- (ii) gaining access to the various entrances of the Estate which adjoin the Retained Access Roadway at Level 4 of the Estate for the inspection, management, maintenance, repair, renewal, replacement, improving and upgrading of the various common facilities of the Estate located therein where access thereto cannot be gained through the main entrance of the Estate located at X and Y through Z marked on Plan I annexed to the Conditions of Exchange; and
- (2) the Manager of the Estate on behalf of the owners for the time being of the First Land, its employees, agents, contractors and workers upon reasonable prior written notice to the owner of the Retained Access Roadway (except in case of emergency) shall have the right to enter into and to open up the Retained Access Roadway for the purpose of inspecting, managing, maintaining, repairing, renewing, replacing, improving or upgrading the common facilities of the Estate that are located within, in, above, under, along, by and through the Retained Access Roadway provided always that :-
- (i) no works shall be carried out on the Retained Access Roadway unless reasonable prior notice has been given by the Manager of the Estate to the owner of the Retained Access Roadway (except in the event of an emergency);
- (ii) none of the works shall cause a breach of any of the terms and covenants in the Conditions of Exchange, the Principal Deed and this Deed, and in particular, none of the works will cause the Retained Access Roadway to be unreasonably obstructed;
- (iii) all works will be carried out in an expeditious, good and workmanlike manner and shall cause as little damage, nuisance or disturbance as is reasonably practicable; and
- (iv) the Manager of the Estate shall make good any damage to the Retained Access Roadway and indemnify the owner of the Retained Access Roadway against any loss and damages, costs and expenses and all actions, claims, costs and demands of whatsoever nature brought or made against the owner of the Retained Access Roadway by reason of any negligent or wilful or criminal act or omission of or by the Manager of the Estate, its employees, agents, contractors or workers.
- (3) the Manager of the Estate, the owners for the time being, their tenants, servants, agents, lawful occupants and licencees of the First Land shall have the right to escape to and through the Retained Access Roadway in the event of fire or emergency.
- (b) The First Owner shall immediately before the execution of the Deed of Mutual Covenant in respect of the First Land, assign the Retained Access Roadway (and the undivided shares allocated thereto) to a wholly owned subsidiary company of the Second Owner, who shall be party to and execute the said deed of mutual covenant in respect of the First Land in a form first approved by the Director. The Second Owner will further procure that contemporaneous with its assignment of the Second Land to an assignee, the Second Owner will procure that its said wholly owned subsidiary company would similarly assign the Retained Access Roadway to a wholly owned subsidiary of the said assignee with a similar covenant upon future assignment of the Second Land.

- (c) The First Owner must not obstruct or allow the obstruction of the Access Roadway or park or allow the parking of any vehicles in or upon it or erect or allow the erection of any building or structure in or upon the Access Roadway and must not hinder or interfere with the use of the Access Roadway by any person or persons lawfully entitled to use it.
- (d) (1) The First Owner must not obstruct or permit or knowingly suffer the obstruction of access to any Devices by any person or persons lawfully entitled for the purposes of inspecting, maintaining, repairing, replacing, enlarging and upgrading it.
- (2) The First Owner must not do or permit the doing of any act (whether of a temporary or permanent nature) that in any way damages, weakens or endangers the Devices or that has the direct or indirect effect of withdrawing support from it.
- (e) The First Owner must not repair any joists or beams supporting Level 3 and Level 4 of the Estate which might affect the Access Roadway (except in the event of an emergency) unless the First Owner gives at least 21 days’ notice in writing of his intention to do so to the Second Owner detailing the work to be done so that the Second Owner may take such precautions as it may be advised to take but provided that notice is duly and properly given, the First Owner is not to be liable to the Second Owner for any damage resulting to the ceilings of Level 3 and Level 4 of the Estate.
- (f) The First Owner hereby acknowledges and accepts the following:
- (1) The Development now erected on the Second Land consists of approximately 300 hospital beds for in-patients, capacity for out-patients, approximately 118 car parks and staff quarters.
- (2) As at the date hereof, Special Condition (4) of the Government Lease allows for the provision in the Second Land of, inter alias, up to 600 hospital beds, together with such other ancillary buildings as may be previously approved in writing by the Director of Medical and Health Services and the Secretary for City and New Territories Administration and such staff quarters as the said Director of Medical and Health Services and the Secretary for City and New Territories Administration may consider reasonable for housing staff and workmen employed on the Second Land. Additional car parks are required in such numbers as the Government may prescribe or as may be agreed between the Second Owner and the Government.
- (3) The Second Owner hereby declares that it, and its successors and assigns will in the future expand the Development to include all these permitted or required under the said Special Condition (4) by erection of buildings and structures in addition to and/or in substitution of the existing buildings and structures.
- (4) The Second Owner intends also to negotiate with the Government for further intensification of the Development on the Second Land whether by additional modification of the existing Government Lease or by surrender and regrant of the Second Land on such terms as may be agreed between the Government and the Second Owner, its successors and assigns, and this would include the erection of buildings and structures in addition to and/or in substitution of the existing buildings and structures.
- (5) The Second Owner may in the future, subject to all approval as may be required from the Government, also change the user of the Development and this would include the erection of buildings and structures in addition to and/or in substitution of the existing buildings and structures.
- (6) Each and every stage mentioned in the preceding sub-clauses would result in (a) an increase of the burden of easements on the First Owner, including but not limited to an increase in traffic volume, increase in flow and volume of Utilities, rainwater, effluent and sewage, (b) the erection of additional Devices or new Devices in substitution of these existing Devices and (c) changes to the nature and mode of user of the Access Roadway and System.

The First Owner agrees that it is well within the contemplation of the First Owner, its successors and assigns that the easements created by the Principal Deed as varied or modified by this Deed are to cover all of the above intensification and changes in user, and the First Owner further agrees that the said easements are not qualified or limited in any respect, it being common ground that the Access Roadway is not required for the Estate save for the very limited usage described in clause 5(a) hereof, but is the only access for the Second Land and the Development which would otherwise be landlocked.

- (g) The First Owner must not do anything or suffer anything to be done that might affect the supply or flow of the Utilities passing through the Shared Common Facilities. In this regard, the First Owner covenants to keep the Shared Common Facilities in good repair and condition at all times.
- (h) The First Owner must not object to the Second Owner’s works for upgrading and improvement or attempts to upgrade and improve the Access Roadway and must not do anything or suffer anything to be done whereby the Second Owner’s works for upgrading and improvement or attempts to upgrade and improve the Access Roadway may be impeded in any respect provided that such works are in compliance with the Conditions of Exchange, it being acknowledged by the First Owner that the state and condition of the Access Roadway and its upgrading and improvements thereof from time to time would be of utmost importance to the Second Owner’s enjoyment of the Second Land, whereas the Access Roadway is not required for the Estate save for the very limited and economically minor usage described in clause 5(a) of this Deed.

Clause 6 stipulates that :-

- (a) If at any time the First Owner intends to redevelop the First Land, the First Owner shall give written notice to the Second Owner with details of its proposal for diversion of the Access Roadway, the System (including the Devices) and the Shared Common Facilities, or any of them whereupon the following provisions are to have effect:
- (i) The new diverted Access Roadway, the new diverted System (including the new Devices) and the new diverted Shared Common Facilities (whichever is applicable), must be in a position on the First Land that will avoid interference with the Development and its facilities and the points of ingress to and egress from the First Land are not to be altered without the written consent of the Second Owner.
- (ii) If the circumstances so required, the First Owner must enter into an agreement for diversion followed by a second confirmatory deed with the Second Owner:
- (1) granting an easement in through and over a strip or strips of land lying and being at the new diverted Access Roadway, the new diverted System (including the new Devices) and the new diverted Shared Common Facilities; and
- (2) granting easements of support/protection for the purpose of upholding and maintaining these new diverted Access Roadway, the new diverted System (including the new Devices) and the new diverted Shared Common Facilities.
- And the grant of rights must be in similar terms to the Principal Deed and this Deed.
- (iii) For the avoidance of doubt:
- (1) the Access Roadway, the System (including the Devices) and the Shared Common Facilities which are not so diverted will continue to be enjoyed by the Second Owner for the benefit of the Second Land and the Development pursuant to the terms of the Principal Deed as varied by this Deed which shall remain in full force and effect save as modified by the second confirmatory deed; and
- (2) the easements over the portion of the original Access Roadway, the System (including the Devices) and the Shared Common Facilities (whichever is applicable) which have been diverted together with related easements of support/protection will henceforth be released, surrendered and extinguished under and by virtue of the second confirmatory deed.

- (b) As soon as practicable following execution of the said agreement for diversion under sub-clause (a)(ii) of this clause, the First Owner must at its own costs and expenses construct the new diverted Access Roadway and lay the new diverted System (including the new Devices) and the new diverted Shared Common Facilities (whichever is applicable) and all necessary apparatus and related support/protection ancillary to them along the diverted route and shall only remove or abandon the original portion of the Access Roadway, the System (including the Devices) and the Shared Common Facilities (whichever is applicable) and related support/protection ancillary to them after the said diversion has been completed and in operation, without damaging and injuring the enjoyment of the Second Land or the normal functioning of the Development.

- (c) Nothing in sub-clause (b) of this clause shall preclude the parties from setting out in detail in the said agreement for diversion allowing for the temporary alteration on one or more occasions the route of the easements granted under the Principal Deed and this Deed to facilitate the construction of the new diverted Access Roadway, the new diverted System (including the new Devices) and the new diverted Shared Common Facilities (whichever is applicable) together with related easements of support/protection and all necessary apparatus ancillary to them and to facilitate the redevelopment of the First Land.

(IV) Provisions of the Deed of Mutual Covenant

Clause 38 in Section IV of the Deed of Mutual Covenant stipulates that the Manager shall have full authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Estate and the management thereof including, inter alia, the following:

- (b) To take all steps necessary or expedient for complying with the Government Grant, Deed of Grant and any government requirements concerning the Lot and the Estate or any part thereof;
- (w) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Lot and the Estate any provisions of the Government Grant, Deed of Grant or this Deed;
- (ac) To enforce the due observance and performance by the Owners and Occupiers of the terms and conditions of the Government Grant, Deed of Grant, this Deed and any relevant Sub-Deed and the Estate Rules and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned.
- (aq) From time to time with the prior approval of the Owners’ Committee (if and when it is formed) or the Owners’ Incorporation if any, to make, revoke or amend the Estate Rules as it shall deem appropriate which shall not be inconsistent with or contravene this Deed, the Building Management Ordinance Cap.344, the Government Grant and the Deed of Grant provided that for the avoidance of doubt the Manager shall not be required to make Estate Rules in respect of the Retained Access Roadway;
- (bo) To take all steps necessary or expedient for complying with the conditions and provisions of the Deed of Grant and to represent all the Owners in all matters and dealings with the Dominant Landowner in any way touching or concerning the rights and obligations under the Deed of Grant;
- (bp) Subject always to the terms of the Deed of Grant, to permit the Dominant Landowner, their respective tenants, lawful occupants, licensees, agents, servants, consultants and workmen free and uninterrupted access at all times upon reasonable prior written notice to the Manager except in the case of emergency to enter with vehicles, tools and machines into all Common Areas and Facilities wherein any part of the System is located and without limiting the generality of the above, include but not limited to:
- (i) the right to enter into the cable draw pit room located on the upper part of Level 3 of the Estate through the relevant Estate Common Areas; and
- (ii) the right to enter into the emergency vehicular access and entrance plaza located on Level 1 of the Estate through the relevant Estate Common Areas relating to drainage pipes of the System.
- (bv) Subject to the prior written approval of the Owners’ Committee or the Owners’ Incorporation, to apply to, negotiate and agree with both the Government and the Dominant Landowner to amend, vary or modify the Deed of Grant (including any plans annexed thereto) or any conditions thereof from time to time and to execute any modification letter, no-objection letter, deed of variation or any other modification documents in connection therewith without the necessity of joining in all the Owners and any such amendment or variation or modification shall be binding on the Owners Provided that such variation(s) or modification(s) shall not adversely affect or prejudice the exclusive use occupation and enjoyment of the Units of other Owners.

Clause 2 in Part B of the Fourth Schedule stipulates that the Retained Access Roadway is held by its Owner subject to the following:-

- (a) Easements
- (i) Full right and liberty for the Manager, its employees, agents, contractors and workers (in common with all persons having the like right) to go pass or repass over and along the Retained Access Roadway with or without vehicles and with or without tools and equipment for all purposes connected with:

(1) refuse collection and disposal at the refuse collection chamber situated at the upper part of Level 3 of the Estate; and

(2) gaining access to the various entrances of the Estate which adjoin the Retained Access Roadway at Level 4 of the Estate for the inspection, management, maintenance, repair, renewal, replacement, improving and upgrading of the various Common Areas and Facilities located therein where access thereto cannot be gained through the main entrance of the Estate located at X and Y through Z marked on Plan I annexed to the Government Grant.

(ii) Full right and liberty for the Manager, its employees, agents, contractors and workers upon reasonable prior written notice to the Owner of the Retained Access Roadway (except in case of emergency) to enter into and to open up the Retained Access Roadway for the purpose of inspecting, managing, maintaining, repairing, renewing, replacing, improving or upgrading the Common Facilities that are located within, in, above, under, along, by and through the Retained Access Roadway provided always that:

(1) no works shall be carried out on the Retained Access Roadway unless reasonable prior notice has been given by the Manager to the Owner of the Retained Access Roadway (unless in case of emergency);

(2) none of the works shall cause a breach of any of the terms and covenants in the Government Grant, Deed of Grant, and in particular, none of the works will cause the Retained Access Roadway to be unreasonably obstructed;

(3) all works will be carried out in an expeditious, good and workmanlike manner and shall cause as little damage, nuisance or disturbance as is reasonably practicable; and

(4) the Manager shall make good any damage to the Retained Access Roadway and indemnify the Owner of the Retained Access Roadway against any loss and damages, costs and expenses and all actions, claims, costs and demands of whatsoever nature brought or made against the Owner of the Retained Access Roadway by reason of any negligent or wilful or criminal act or omission of or by the Manager, its employees, agents, contractors or workers.
- (b) Right of escape
- Full right and liberty for the Manager, the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to escape to and through the Retained Access Roadway in the event of fire or emergency.
- (c) Right under Deed of Grant
- Full right and liberty for the Dominant Landowner, its tenants, lawful occupants, licensees, agents, servants and workmen over the Retained Access Roadway pursuant to the Government Grant and the Deed of Grant.
- (d) Restrictions on assignment
- No assignment of the Retained Access Roadway and the Undivided Shares thereof shall be permitted except as a whole and unless to a wholly owned subsidiary company of the Dominant Landowner subject to the Government Grant, the Deed of Grant and this Deed.
- (e) Restriction on User
- The Retained Access Roadway shall not be used for any purpose other than as a right of way in accordance with the Government Grant and the Deed of Grant.

- (f) Indemnity
- The Owner of the Retained Access Roadway shall fully and effectually indemnify and keep the Owners of the Lot (other than itself) fully and effectually indemnified from and against any or all liabilities, damages, claims, costs, expenses, losses (whether financial or otherwise) charges, demands, actions and proceedings of whatsoever nature howsoever arising directly or indirectly out of or in connection with or as a consequence of :
- (i) the non-observance or non-performance of any of the covenants in the Government Grant relating to the Retained Access Roadway or any of the provisions in the Deed of Grant and this Deed in so far as they or any of them relate to the Retained Access Roadway but not further or otherwise; or

(ii) any use of the Retained Access Roadway or any activities carried out at the Retained Access Roadway whether or not such use or activities are in compliance with the covenants in the Government Grant or the Deed of Grant or this Deed or in breach thereof.

Clause 40 of the Fifth Schedule stipulates that no Owner shall do or suffer to be done anything which contravenes the rights of the Dominant Landowner under the Deed of Grant.

- B. Information on any facilities or open space that is required under the Land Grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the development

The Brown Area as referred to in Special Condition No.(6) of the Land Grant:

- (I) Provisions of the Land Grant
- Special Condition No.(6) of the Land Grant stipulates that:-
- (a) The lot is granted together with a right for the Grantee and his servants, visitors, workmen and other persons authorized by him in that behalf from time to time and at all times during the term hereby granted for all purposes connected with the proper use and enjoyment of the lot to pass and repass, on, along, over, by and through the area shown coloured brown on Plan I annexed hereto (hereinafter referred to as “the Brown Area”) at such levels as may be approved by the Director.

(b) The Grantee shall within 48 calendar months from the date of this Agreement or within such other time limit as may be specified by the Director, at his own expense, in such manner, with such materials and to such standards as the Director shall require or approve, construct a paved way with the associated street furnitures, traffic aids, street lighting, sewers, drains and other structures on the Brown Area with minimum disturbance to the owners of any other lots in the vicinity to whom rights of way over the whole or any portion of the Brown Area may have been granted.

(c) The Grantee shall at his own expense uphold, maintain and repair the Brown Area and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director and the Grantee shall be responsible for the whole as if he were the absolute owner thereof.

(d) Any alteration to any public road absorbing a portion of the Brown Area over and along which a right of way is given or affecting the gradient thereof, shall not give rise to any claim by the Grantee who shall at his own expense carry out all consequent alterations to the Brown Area constructed by him to the satisfaction of the Director.

(e) The grant of the right of way referred to in sub-clause (a) of this Special Condition shall not give the Grantee the exclusive right over the Brown Area. The Government shall have the right to grant rights of way over the Brown Area to the owners of any other lots in the vicinity now or at any time in the future, or to take over the whole or any portion of the Brown Area for the purposes of a public street without payment of any compensation to the Grantee or to other owners to whom rights of way over the whole or any portion of the Brown Area may have been granted.

(f) In the event of the non-fulfilment of the Grantee’s obligations under sub-clauses (b) and (c) of this Special Condition, the Government may carry out the necessary construction, maintenance and repair works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.

- (g) Notwithstanding the grant of the right of way referred to in sub-clause (a) of this Special Condition, the Government shall have the full right and power, upon giving to the Grantee, not less than fourteen days written notice (save in case of emergency) to lay, install, relay, divert, remove, reprovision, replace, inspect, operate, repair, maintain and renew any Government or other drain, culvert, waterway or watercourse, sewer, nullah, water main, pipe, cable, wire, line, utility service or other works or installations (all together hereinafter referred to as “the services”) which are now or may hereafter be upon, over, under or adjacent to the Brown Area as the Director may in his absolute discretion deem fit, making good any and all damages cause thereby, and the Director, his officers, contractors and any other persons authorized by him, his or their workmen with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress, egress and regress at all times to and from the Brown Area for the purposes aforesaid. The Grantee shall not disturb or allow anybody to disturb the services without prior written approval from the Director. Save in respect of making good any and all damage caused by any exercise of the aforesaid rights and powers, the Government, the Director, his officers, contractors and any other persons authorized by him, his or their workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise of the rights conferred under this sub-clause, and no claim nor objection shall be made against him or them by the Grantee.

(II)Provisions of the Deed of Mutual Covenant

Clause 15(h)(xix) in Section IV of the Deed of Mutual Covenant stipulates that the Management Expenses shall cover all costs, charges, and expenses incurred or required to be incurred to uphold, maintain and repair the Brown Area described and set out in the Government Grant and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director of Lands.

Clause 38 in Section IV of the Deed of Mutual Covenant stipulates that the Manager shall have full authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Estate and the management thereof including, inter alia, the following:

- (b) To take all steps necessary or expedient for complying with the Government Grant, Deed of Grant and any government requirements concerning the Lot and the Estate or any part thereof;

(w) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Lot and the Estate any provisions of the Government Grant, Deed of Grant or this Deed of Mutual Covenant;

(ac) To enforce the due observance and performance by the Owners and Occupiers of the terms and conditions of the Government Grant, Deed of Grant, this Deed and any relevant Sub-Deed and the Estate Rules and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned.

- C. Information of any part of the land (on which the development is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulations (Cap. 123 sub. Leg. F)

Not applicable.

Remarks:

- (1) Prior to the execution of the Deed of Mutual Covenant, all expenses of upholding, maintaining and repairing the Brown Area are borne by the Vendor solely. After the execution of the Deed of Mutual Covenant, the Brown Area is required to be maintained at the expense of the owners of the residential and other properties in the development. All owners of the residential and other properties are required to meet a proportion of the expense of upholding, maintaining and repairing the Brown Area through the management expenses apportioned to the residential and other properties concerned.

(2) Prior to the execution of the Deed of Mutual Covenant, the registered owner of the Adjoining Land shall at its own cost and expense maintain and repair the Access Roadway (which shall be designated as “Retained Access Roadway” in the Deed of Mutual Covenant). After the execution of the Deed of Mutual Covenant, the Retained Access Roadway forms part of the Estate. The Owner of the Retained Access Roadway shall at its own cost and expense maintain and repair the Retained Access Roadway. Such Owner shall also contribute towards the management expense of the Estate in accordance with the Estate Management Budget. The Manager of the Estate shall have full right to (a) go pass or repass over and along the Retained Access Roadway for the purposes of (i) refuse collection and disposal at the refuse collection chamber situated at the upper part of Level 3 of the Estate; (ii) gaining access to various entrances of the Estate which adjoin the Retained Access Roadway at Level 4 of the Estate; and (b) enter into the Retained Access Roadway for inspecting, maintaining or repairing the Common Facilities that are located within the Retained Access Roadway.

(3) In the Deed of Mutual Covenant

(i) the “Government Grant” means the Land Grant; and

(ii) the “Deed of Grant” means the Deed of Grant and Covenant dated 23rd November 2004 and registered in the Land Registry by Memorial No.ST1392790 as supplemented by a Confirmatory Deed dated 18th November 2009 and registered in the Land Registry by Memorial No.09112700430092.

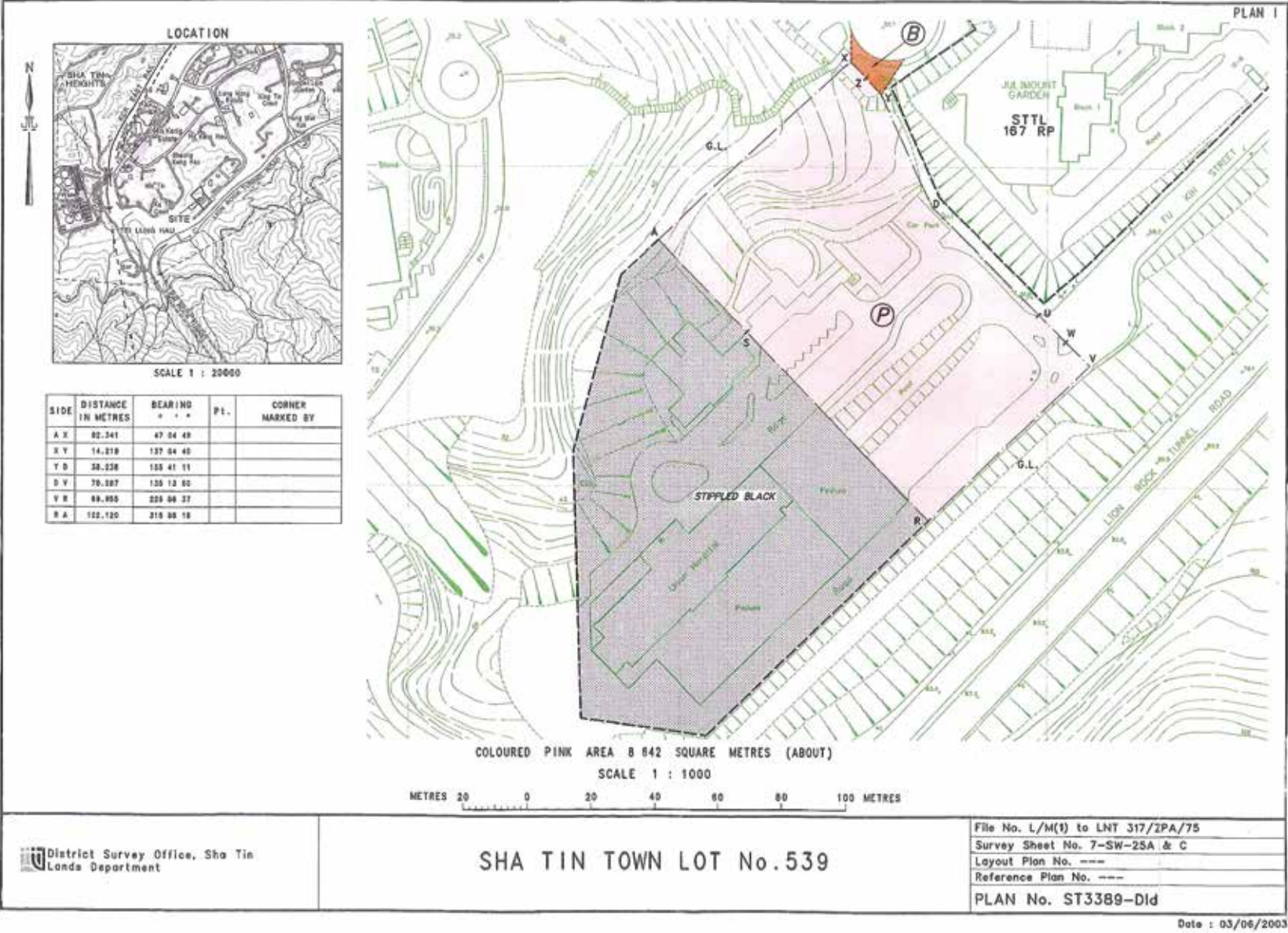
(4) Plan I annexed to the Land Grant is appended hereto at the end of this section.

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INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

附於批地文件的圖I
Plan I annexed to the Land Grant



特別批地條款參註
Special conditions refer

- 啡色
Brown Color
- 粉紅色底色加黑點
Pink Stippled Black

Points
X, Z, Y, X, Z, Y, U, W, V, R, S 點
U, W, V, X, Z, Y, U, W, V, R, S Points
R, S

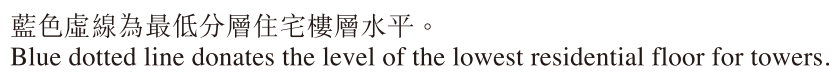
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WARNING TO PURCHASERS

對買方的警告

- 此提示建議你聘用一間獨立的律師事務所（代表擁有人行事者除外），以在交易中代表你行事。
 - 如你聘用上述的獨立的律師事務所，以在交易中代表你行事，該律師事務所將會能夠向你提供獨立意見。
 - 如你聘用代表擁有人行事的律師事務所同時代表你行事，而擁有人與你之間出現利益衝突：-
 - (i) 該律師事務所可能不能夠保障你的利益；及
 - (ii) 你可能要聘用一間獨立的律師事務所。
 - 如屬3.(ii)段的情況，你須支付的律師費用總數，可能高於如你自一開始即聘用一間獨立的律師事務所須支付的費用。
- You are recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for you in relation to the transaction.
 - If you instruct such separate firm of solicitors to act for you in relation to the transaction, that firm will be able to give independent advice to you.
 - If you instruct the firm of solicitors acting for the owner to act for you as well, and a conflict of interest arises between the owner and you:-
 - (i) that firm may not be able to protect your interests; and
 - (ii) you may have to instruct a separate firm of solicitors.
 - In the case of paragraph 3.(ii), the total solicitors' fees payable by you may be higher than the fees that would have been payable if you had instructed a separate firm of solicitors in the first place.

橫截面圖A-A
Cross-section Plan A-A



發展項目中的建築物的橫截面圖

Cross-section Plan C-C



毗連建築物的一段緊急車輛通道為香港主水平基準以上51.50米。
The part of emergency vehicular access adjacent to the building is 51.50 metres above the Hong Kong Principal Datum.

毗連建築物的一段私家路為香港主水平基準以上61.30米。
The part of private road adjacent to the building is 61.30 metres above the Hong Kong Principal Datum.

紅色虛線為最低獨立屋住宅樓層水平。
Red dotted line donates the level of the lowest residential floor for houses.

藍色虛線為最低分層住宅樓層水平。
Blue dotted line donates the level of the lowest residential floor for towers.

立面圖



發展項目的認可人士已證明本圖所顯示的立面：

1. 以2009年4月17日的情況為準的發展項目經批准的建築圖則以及以2010年7月15日的情況為準的發展項目經批准的改建及加建圖則為基礎擬備；及
2. 大致上與發展項目的外觀一致。

Authorized person for the development certified that the elevations shown on this plan:

1. are prepared on the basis of the approved building plans for the development as of 17th April 2009 and the approved Alterations and Additions plans for the development as of 15th July 2010.
2. are in general accordance with the outward appearance of the development.

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ELEVATION PLAN

立面圖



西南立面圖
South-West Elevation



東北立面圖
North-East Elevation

發展項目的認可人士已證明本圖所顯示的立面：

1. 以2009年4月17日的情況為準的發展項目經批准的建築圖則及以2010年7月15日的情況為準的發展項目經批准的改建及加建圖則為基礎擬備；及
2. 大致上與發展項目的外觀一致。

Authorized person for the development certified that the elevations shown on this plan:

1. are prepared on the basis of the approved building plans for the development as of 17th April 2009 and the approved Alterations and Additions plans for the development as of 15th July 2010.
2. are in general accordance with the outward appearance of the development.

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INFORMATION ON COMMON FACILITIES

IN THE DEVELOPMENT

發展項目中的公用設施的資料

	有上蓋遮蓋 Covered				沒有上蓋遮蓋 Uncovered			
	住客會所 Club House		園藝花園 Landscaped Garden		園藝花園 Landscaped Garden		泳池與曬台 Pool and Pool Deck	
地點 Location	面積 Area sq. m.	平方呎 sq. ft	平方米 sq. m.	平方呎 sq. ft	平方米 sq. m.	平方呎 sq. ft	平方米 sq. m.	平方呎 sq. ft
L4	1320.827	14217	1122.931	12087	772.746	8318	1138.537	12255

	平方米 sq. m.	平方呎 sq. ft.
有上蓋遮蓋的公用設施面積 Total Covered Area for Common Facilities	2443.758	26305
沒有上蓋遮蓋的公用設施面積 Total Uncovered Area for Common Facilities	1911.283	20573

備註：以平方呎顯示之面積均據1平方米 = 10.764平方呎換算，並四捨五入至整數。
Notes：Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.