

1. 發展項目位處於鴨脷洲內地段第68號A段、鴨脷洲內地段第68號B段、鴨脷洲內地段第68號C段及鴨脷洲內地段第68號D段（統稱「該地段」）。
2. 該地段是根據第5942號換地條件（下稱「批地文件」）持有。批地文件的批租年期為75年，由1958年4月10日開始生效，並可選擇再續期75年。
3. 批地文件特別條款第(2)條規定：
「在該地段上豎立的任何建築物的設計、佈局及高度須經工務司事先批准。房屋的正面不得少於其深度的三分之一。」
4. (a) 批地文件一般條款第10條規定：
「在該地段可能建造的任何私家街道或道路及後巷或其他小巷須處於使工務司滿意的地方，並由他決定應否包括在將會批租的區域內或排除在該區域之外及在兩者中任何一種情況下須免費移交給政府如政府有此要求。當被政府接管後，將由政府進行該處的路面、路緣石及渠道建設工程，費用由承租人支付，其後則以公帑保養；如上述私家街道或道路及後巷或小巷仍屬於現已或將會批租的範圍一部分，承租人須替該等街道、道路和小巷鋪設路面、路緣石、渠道及進行維修工程，以全面令「署長」滿意。」
(b) 批地文件特別條款第(6)條規定：
「承租人須於工務司發信要求全部或部分滿足此條件的日期起計6個月內，自費將整個圖則上以紅色和綠色顯示的範圍平整至所示水平，以達致工務司滿意。以綠色顯示的範圍須由政府於有關工程完成後保留。」
(c) 批地文件特別條款第(9)條規定：
「承租人須使用經批准的物料平整於圖則上以綠色顯示的部分公共道路，以達致工務司滿意，得使該部分公共道路可容納工地交通，並須保養該公共道路，使其處於修繕妥當的狀態，直至該建築規約已獲遵從為止。」
5. (a) 批地文件一般條款第7(a)條規定：
「該地段的承租人須在該地段建造符合特別條款第(8)條的建築物以發展該地段，並使用經工務司批准的物料及在各方面符合其他特別條款及所有在殖民地已生效與建築或衛生有關的條例、附則和規例的規定；就該地段中小巷以北部分而言，該等建築物需於管有該地段之日起計2年內建成及就該地段中小巷以南部分而言，該等建築物需於工務司發信要求滿足此條件的日期起12個月屆滿前建成，承租人亦須支出一筆不少於\$80,000.00的款項（該款項並不包括就地盤平整工程、地基工程、通路及其他附帶工程所支付的款項），並須在整個租期期間保養已建或今後任何時間所搭建的一切建築物，使其處於修葺良好堅固和狀況良好的狀態，並於租期屆滿或提前終止時以該修葺和狀況將其交還。倘若在租期的任何時候清拆當時在該地段上面的該等建築物，承租人須興建相同類型和不少於其容積的品質良好的建築物或工務司批准的類型及價值的建築物作為代替。如果進行上述清拆，承租人須在上述清拆的三個月內將重新發展該地段的圖則呈交建築事務監督批准，並必須在收到上述批准後一個曆月內開展重新發展的必要工程及在工務司規定的期限內完成，使工務司滿意。」
(b) 批地文件特別條款第(8)條規定：
「如果毗連、毗鄰或周邊山坡或堤岸因應新地段或其任何部分的構建、平整及發展而進行削土、移土或土地後移或堆積或堆填工程，承租人須修建該等護土牆或其他支撐物或承擔修建的費用，以便保護與支撐該等山坡及堤岸及新地段，避免與防止今後發生任何塌方、山泥傾瀉或地陷。承租人須時刻保養該等護土牆或其他支撐物，使其處於修葺良好堅固和狀況良好的狀態；倘若因承租人的過失而在任何時候引致山泥傾瀉、地陷或塌方，不論發生在或來自毗連山坡或堤岸或新地段，承租人須自費將其恢復原狀及進行修復，並且須就上述塌方、山泥傾瀉或地陷造成或由此而將會或可能提出、蒙受或招致的一切費用、收費、損害賠償、要求及索償向香港政府作出彌償。如果工務司認為承租人在任何時候有不遵守本條件的情況，那麼工務司（除了對違反此等換地條件的任何其他權利或濟助外）有權以書面通知要求承租人進行相關建築及保養工程或修復，並彌補任何塌方、山泥傾瀉或地陷。如果承租人不理會或未能在指定的時期內履行上述通知使工務司滿意，工務司可立即進行相關工程和承租人須在要求時歸還有關費用給政府。」
(c) 批地文件特別條款第(15)條規定：
「承租人須自費建造及保養排水渠或渠道，以便截斷與排送落在或從山坡上流到新地段的暴雨或雨水，以達致工務司滿意。承租人須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切訴訟、申索及索求單獨負責並向政府及其官員作出彌償。承租人須時刻於批租持續期間繼續負責保養及維修新地段邊界內外或官地內的排水渠或渠道。」
6. (a) 批地文件一般條款第8條規定：
「承租人不得容許污水或廢水從新地段流進任何毗連土地或容許任何腐壞、發出惡臭、有毒的物質、排泄物或其他廢物棄置在新地段上，以及在新地段任何部分進行任何工程或挖掘時，不得將任何挖出的泥土棄置在該新地段上或（在獲准許下）毗連的土地上，而該棄置方式會使被挖出的泥土之斜坡暴露，令其被雨水侵蝕或沖走。承租人須將所有該等斜坡妥為植草，及如有需要，須將該斜坡以石砌坡腳牆加以鞏固。承租人亦須確保每日把所有廢物移離該處所。」
(b) 批地文件特別條款第(3)條規定：
「如來自地盤或來自受新地段任何發展項目影響的其他地方的廢棄泥土或碎石受侵蝕及沖流至眾巷或道路上，又或至路旁暗渠、污水管、雨水渠或溝壑或其他政府產業之內，承租人應負上責任並應要求向香港政府支付可能要求的款項，以清理該等泥土或碎石及賠償因此對公眾巷或道路上，又或在路旁暗渠、污水管、雨水渠或溝壑或其他政府產業的任何損毀。承租人並須就因該等侵蝕及沖流導致私人物業蒙受任何損害或滋擾而產生的所有訴訟、索償及要求向政府作出彌償。」
(c) 批地文件特別條款第(4)條規定：
「承租人須按政府要求向政府支付工務司認為因開發該土地需要移除、改道及在別處復原任何在新地段上的排水渠、污水渠、明渠、水道、管道、電纜、電線、公用事業服務或任何其他工程或裝置的費用。」
(d) 批地文件特別條款第(10)條規定：
「承租人須按政府要求向政府支付由工務司核證為修補因承租人、其承建商、或次承建商或其工人或車輛、或來自新地段的廢棄泥土對其毗連公共道路造成破壞的費用。」
(e) 批地文件特別條款第(16)條規定：
「任何由承租人對新地段內或毗連的任何明渠、污水渠、暴雨排水渠、總水喉或其他政府產業造成任何損壞或阻塞而須由政府維修的費用均須由承租人支付，承租人須在要求時向政府支付該等維修工程的費用。」

- (f) 批地文件特別條款第(17)條規定：
「承租人須在政府要求時向政府繳付有關新地段任何排水渠及污水管連接至已鋪設的政府雨水渠及污水渠之工程費用。該等工程需由工務司進行，但工務司無須就因此產生的任何損失對承租人負責。」

註：

1. 詳情請參考批地文件。批地文件全份文本已備於售樓處，在開放時間可供免費查閱，並可在支付必要的影印費用後獲取副本。
2. 除非本售樓說明書另有定義，否則本批地文件摘要內所採用的詞彙與該詞彙在批地文件內的涵義相同。

1. The development is situated on Section A of Aplichau Inland Lot No.68, Section B of Aplichau Inland Lot No.68, Section C of Aplichau Inland Lot No.68 and Section D of Aplichau Inland Lot No.68 (collectively "the Lot").
2. The Lot is held under Conditions of Exchange No.5942 ("the Land Grant") for a term of 75 years commencing from 10th April 1958 with the option of renewal for one further term of 75 years.
3. Special Condition (2) of the Land Grant stipulates that :
The design, disposition and height of any building to be erected on the lot shall be subject to the approval of the Director of Public Works. No house shall have a frontage of less than one third its depth.
4. (a) General Condition 10 of the Land Grant stipulates that :
"Any private streets or roads and scavenging or other lanes which may be formed shall be sited to the satisfaction of the Director of Public Works and included in or excluded from the area to be leased as may be determined by him and in either case shall be handed over to Government free of cost if so required. Where taken over by the Government the surfacing, kerbing and channelling shall be carried out by Government at the cost of the lessee and thereafter maintained at public expense but where remaining part of the area leased or to be leased such streets roads or lanes shall be surfaced kerbed channelled and maintained by and at the expense of the lessee to the satisfaction in all respects of the Director of Public Works."
(b) Special Condition (6) of the Land Grant stipulates that :
"The lessee shall form at his own expense the whole of the areas coloured red and green to the levels indicated in Plan I and to the satisfaction of the Director of Public Works within 6 months from the date of a letter from the Director of Public Works requiring the fulfillment of all or part of this condition. The area coloured green shall be retained by Government on completion."
(c) Special Condition (9) of the Land Grant stipulates that :
"The lessee shall form to the satisfaction of the Director of Public Works with approved material the portions of public roads shown coloured green on Plan I and prepare them so that building traffic may be carried thereon, and maintain them in good condition until the building covenant has been complied with."
5. (a) General Condition 7(a) of the Land Grant stipulates that :
"The lessee of the lot shall develop the same by the erection thereon of a building or buildings complying with Special Condition (8) and built with such materials as may be approved by the Director of Public Works, and in all other respects in accordance with the requirements of Special Conditions and the provisions of all Ordinances, Byelaws and Regulations relating to buildings or sanitation as shall or may at any time be in force in the Colony, such buildings to be completed before the expiration of 2 years from the date upon which possession of the lot shall be given, in so far as this relates to the portion of the lot to the North of the lane and before the expiration of 12 months from the date of a letter from the Director of Public Works requiring the fulfillment of this condition on the portion of the lot to the South of the said lane and shall expend thereon a sum of not less than \$80,000.00 (such sum to exclude moneys spent on site formation, foundations, access roads, and other ancillary works), and shall throughout the tenancy maintain all



buildings erected or which may at any time hereafter be erected on the lot in good and substantial repair and condition, and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy. In the event of the demolition at any time during the tenancy of the buildings then standing on the lot or any of them or any part thereof the lessee shall replace the same either by sound and substantial buildings of the same type and of no less volume or by buildings of such type and value as shall be approved by the Director of Public Works. In the event of demolition as aforesaid the lessee shall, within three months of such demolition, submit plans for redevelopment of the lot to the Building Authority, and upon approval of such plans shall within one month thereof commence the necessary work of redevelopment, and shall complete the same to the satisfaction of, and within such time limit as is laid down by, the Director of Public Works."

- (b) Special Condition (8) of the Land Grant stipulates that :
"Where any cutting away removal or setting back of adjoining 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 and development of the new lot or any part thereof the lessee 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 new lot itself and to obviate and prevent any falling away landslips or subsidence occurring thereafter, and shall at all times maintain the said retaining walls or other support in good and substantial repair and condition: In the event of any landslip subsidence or falling away occurring at any time whether in or from adjoining hillside or banks or in or from the new lot itself as a result of any default by the lessee under this condition, the lessee shall at his own expense reinstate and make good the same and shall indemnify the Government of Hong Kong from and against all costs charges damages demands and claims whatsoever which shall or may be made suffered or incurred through or by reason thereof. If in the opinion of the Director of Public Works the lessee shall at any time be in default under this condition then (in addition to any other rights or remedies herein provided for breach of any of the conditions hereof) the Director of Public Works shall be entitled by notice in writing to call upon the lessee to carry out such construction and/or maintenance or to reinstate and make good any falling away landslip or subsidence and if the lessee shall neglect or fail to comply with such notice within the period specified therein the said Director may forthwith execute and carry out the same and the lessee shall on demand repay to the Crown the costs thereof."
- (c) Special Condition (15) of the Land Grant stipulates that :
"The lessee shall at his own expense construct and maintain to the satisfaction of the Director of Public Works such drains or channels as may be necessary to intercept and carry off storm-water or rain water falling on or flowing from the hillside on to the new lot, and the lessee 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 and shall at all times during the continuance of the demise remain responsible for the maintenance and repair of such drains or channels whether within the boundaries of the new lot or on Crown Land."
6. (a) General Condition 8 of the Land Grant stipulates that :
"The lessee shall not permit sewage or refuse water to flow from the new lot on to any of the adjoining lands or any decaying, noisome, noxious, excrementitious, or other refuse matter be deposited on any portion of the new lot, and in carrying out any works or excavation on the new lot no excavated earth shall

be deposited on the new lot or (where so permitted) on land adjoining, in such manner as shall expose the slopes of such excavated earth to be eroded and washed down by the rains, and all such slopes shall be properly turfed and, if necessary, secured in place by means of masonry toe walls. The lessee shall see that all refuse matters are properly removed daily from off the premises."

- (b) Special Condition (3) of the Land Grant stipulates that :
"In the event of spoil or debris from the site or from other areas affected by the development of the new 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 lessee shall be held responsible and shall pay to the Government of Hong Kong on demand such sum as may be demanded by Government to cover the cost of removal of the spoil or debris from or damage to the public lanes or roads, or road-culverts, sewers, storm-water drains or nullahs or other government properties. The lessee shall also 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."
- (c) Special Condition (4) of the Land Grant stipulates that :
"The lessee shall pay to the Government of Hong Kong, on demand, the cost of removing, diverting and reinstating elsewhere as may be required any drains, sewers, nullahs, water courses, pipes, cables wires or other utility services, or any other works or installations on the new lot whatsoever which the Director of Public Works may consider it necessary to remove or divert."
- (d) Special Condition (10) of the Land Grant stipulates that :
"The lessee shall pay to the Government of Hong Kong, on demand, any sum which the Director of Public Works shall certify to be the cost of making good any damage done to adjoining public Roads by the lessee, his contactors or sub-contractors or his workmen or vehicles or by any spoil from the new lot."
- (e) Special Condition (16) of the Land Grant stipulates that :
"Any damage or obstruction caused to any nullah, sewer, storm-water drain, watermain or other government properties within or adjoining the new lot by the lessee, his servants or agents, shall be made good by Government at the cost of the lessee, and the amount due in respect thereof shall be payable by the lessee on demand."
- (f) Special Condition (17) of the Land Grant stipulates that :
"The lessee shall pay to the Government of Hong Kong, on demand, the cost of connecting any drains or sewers from the new lot to the Government storm-water drains or sewers. Such work shall be carried out by the Director of Public Works who shall, however, incur no liability to the lessee in respect thereof."

Remarks:

- For full details, please refer to the Land Grant. Full script of the Land Grant is available for free inspection upon request at the sales office during open hours and copies of the Land Grant can be obtained upon paying necessary photocopying charges.
- Unless otherwise defined in this sales brochure, the capitalized terms used in this Summary of Land Grant shall have the same meaning of such terms in the Land Grant.