

**CONDITIONS OF SALE
REFERRED TO IN THE FOREGOING TENDER NOTICE**

GENERAL CONDITIONS

Completion of
tender documents

1. Within 14 days of the date of the letter referred to in paragraph 7 of the Tender Notice annexed hereto, the successful tenderer (hereinafter referred to as “the Purchaser”) shall sign, or in the case of a limited company duly execute under its common seal and in accordance with the laws of its place of incorporation or otherwise in accordance with the applicable law to the satisfaction of the Director of Lands (hereinafter referred to as “the Director”), the Memorandum of Agreement annexed hereto (hereinafter referred to as “the said Memorandum”) and the sale plan annexed hereto for completing the purchase according to these Conditions. Where the successful tender has been made on behalf of a principal, the principal shall himself sign or itself execute the said Memorandum and the sale plan annexed hereto as the Purchaser.

Completion of sale

2. Within 28 days of the date of the letter referred to in paragraph 7 of the Tender Notice annexed hereto, the Purchaser shall pay to the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”) in one lump sum the balance of the premium tendered by him.

Failure to pay
further deposit or
balance of the
premium

3. If the Purchaser shall have failed to pay the further deposit (if required) referred to in paragraph 7 of the Tender Notice annexed hereto in accordance with the said paragraph 7 or shall fail to pay the balance of the premium as provided in General Condition No. 2 hereof, the Government may either enforce or cancel the sale. On cancellation, the sum forwarded by the defaulting Purchaser with his tender as an initial deposit and the sum paid as a further deposit in accordance with paragraph 7 of the Tender Notice annexed hereto and in part payment of the premium tendered by him shall be wholly forfeited to the Government, and the Government shall be at liberty to resell the lot at such time and place and in such manner as the Government shall deem fit, and all losses and expenses attending a resale or attempted resale, including—

- (a) interest equivalent to 2% per annum above the average Best Lending Rate announced by the current note-issuing banks in the Hong Kong Special Administrative Region (hereinafter referred to as “Hong Kong”), namely, The Hongkong and Shanghai Banking Corporation Limited, Standard Chartered Bank (Hong Kong) Limited and Bank of China (Hong Kong) Limited for the time being (hereinafter referred to as “the Agreed Rate”) on the further deposit (if required but not paid) and the balance of the premium for the periods from the respective latest dates upon which such further deposit and balance should have been paid in accordance with paragraph 7 of the Tender Notice annexed hereto and General Condition No. 2 hereof up to and including the date upon which the balance of the premium upon a resale is paid;
- (b) any deficiency which may result on a resale; and

- (c) interest at the Agreed Rate on any such deficiency for the period from the date upon which the balance of the premium upon a resale is paid up to and including the date of payment of the deficiency,

shall be made good and paid by the defaulting Purchaser and be recoverable by the Government as liquidated damages. Any increase of price on a resale shall belong to the Government.

Rent

4. Rent as specified in the Particulars of the Lot in the Tender Notice annexed hereto shall commence and be payable from the date of this Agreement until the expiry of the term hereby agreed to be granted, and shall be governed by the provisions of the Government Rent (Assessment and Collection) Ordinance, any regulation made thereunder and any amending legislation and also subject to a minimum rent of HK\$1.00 per annum (if demanded).

Acknowledgement
by the Purchaser

5. (a) The Purchaser hereby expressly accepts and acknowledges—
- (i) that the Government shall be under no liability whatsoever to the Purchaser (which expression shall for the purpose of this General Condition only include his successors, assigns, mortgagees, tenants or other occupiers of the lot whether lawful or otherwise) for any loss or damage howsoever arising in connection with or as a consequence of his purchase of the lot and its subsequent development;
 - (ii) that he has purchased the lot based upon his own evaluation of land records and available geotechnical information whether obtained from Government sources or otherwise and has satisfied himself as to the state and condition of the lot in relation to the purposes for which the lot is to be developed or redeveloped;
 - (iii) that he takes the lot, whether on, above or below the surface of the ground, in the state and condition as it exists on the date on which possession of the lot is deemed to be given in accordance with Special Condition No. (1) of these Conditions; and
 - (iv) that he shall not be entitled to revoke, withdraw, cancel or resile in any way whatsoever from this Agreement nor be entitled in any way whatsoever to compensation or a reduction in the sale price or any other compromise whatsoever should he subsequently determine that the lot is not fit for the purposes for which he purchased the lot.

Exclusion of
warranty

- (b) (i) The Government gives no warranty, express or implied, as to the suitability or fitness of the lot or any part thereof for development whether in accordance with these Conditions or otherwise. The Purchaser for himself, his successors or assigns undertakes not to make any claim against the Government for any loss or

damage whatsoever which he may suffer as a result of or arising from the state and condition of the lot making it either unfit for the purposes for which he purchased the lot or rendering it impossible to achieve the scale of development originally intended.

- (ii) The Government gives no warranty, express or implied, as to the accuracy or correctness in any way whatsoever of any information made available or obtained by the Purchaser, and in particular does not warrant that the lot is fit and suitable for any particular purpose.

Indemnity by the Purchaser

(c) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any breach of these Conditions or any damage or soil and groundwater contamination caused to adjacent or adjoining land or to the lot where such damage or soil and groundwater contamination has, in the opinion of the Director (whose opinion shall be final and binding on the Purchaser), arisen out of any use of the lot, or any development or redevelopment of the lot or part thereof or out of any activities carried out on the lot or out of any other works carried out thereon by the Purchaser whether or not such use, development or redevelopment, activities or works are in compliance with these Conditions or in breach thereof.

Setting out

6. (a) The Director shall, at such time as he thinks fit or upon the application of the Purchaser, set out the lot on the ground, and the Purchaser or his authorized representative after such setting out when called upon by the Director shall attend at the lot to inspect the survey marks delineating the lot on the ground and shall be given a plan showing the positions and descriptions of each such mark. The Purchaser shall not commence any operations for building on the lot until it shall have been so set out by the Director. The Purchaser shall take or cause to be taken all proper care and precautions to safeguard the said survey marks from disturbance or removal. If, before commencing any operations for building on the lot, any of the said survey marks are disturbed or removed, the Purchaser shall apply in writing to the Director for replacement by survey and shall pay on demand to the Government in advance the prescribed fee therefor.

Encroachment upon Government land

(b) In the event that the Purchaser is found to have encroached upon and to be occupying Government land, the Director may at his absolute discretion either require the Purchaser to demolish any building or part of any building standing on such Government land, to reinstate such Government land to his satisfaction and deliver up vacant possession of the same to the Government or pay to the Government such sum as the Director at his absolute discretion shall determine as the premium in respect of such Government land. A certificate under the hand of the Director shall be conclusive as to the extent of any such encroachment and as to the amount of the premium payable in respect thereof. If the Purchaser fails to demolish any building as required by the Director as above, it shall be lawful for the Director to demolish such building and the Purchaser shall pay on demand to the Government the amount certified by the Director as the cost of such demolition. In the event that the Director exercises his discretion to require the payment of premium as aforesaid, upon the payment of such premium,

the area of Government land encroached upon shall be deemed in all respects to be part of the lot and shall be included in the lease of the lot when issued.

Maintenance

7. (a) The Purchaser shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) of this General Condition) in accordance with these Conditions—

- (i) maintain all buildings in accordance with the approved design and disposition and any approved building plans without variation or modification thereto; and
- (ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiry or sooner determination of the tenancy.

(b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof, the Purchaser shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid, the Purchaser shall within 1 calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within 3 calendar months thereof commence the necessary redevelopment works and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director.

Boundary stones

8. The Purchaser 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 Director and shall pay the fees prescribed by him therefor as well as the prescribed fees for the refixing of such boundary stones which, through being lost, damaged or removed, need replacing.

Private streets, roads and lanes

9. Any private streets, roads and lanes which by these Conditions are required to be formed shall be sited to the satisfaction of the Director and included in or excluded from the area to be leased as may be determined by him and in either case shall be surrendered to the Government free of cost if so required. If the said private streets, roads and lanes are surrendered to the Government, the surfacing, kerbing, draining (both foul and storm water sewers), channelling and road lighting thereof shall be carried out by the Government at the expense of the Purchaser and thereafter they shall be maintained at public expense. If the said private streets, roads and lanes remain part of the area to be leased, they shall be lighted, surfaced, kerbed, drained, channelled and maintained by and at the expense of the Purchaser and in all respects to the satisfaction of the Director and the Director may carry out or cause to be carried out the installation and maintenance of road lighting for the sake of public interest as required. The Purchaser shall bear the capital cost of installation of road lighting and allow free ingress and egress to and from the area to be leased to workmen and vehicles for the purposes of installation and maintenance of the road lighting.

- Right to inspect 10. (a) The Purchaser shall throughout the tenancy, at all reasonable times, permit the Director or his authorized representatives, with or without notice, to enter into or upon the lot or any part thereof or any building or part of any building erected on the lot for the purpose of inspecting the same so as to ascertain that there is no breach of or failure to observe any of these Conditions.
- Right to inspect for assessing contamination (b) The Purchaser shall throughout the tenancy, at all reasonable times, permit the Director and the Director of Environmental Protection or his or their authorized representatives, upon serving reasonable verbal or written notice on the Purchaser, to enter into or upon the lot or any part thereof or any building or part of any building erected on the lot for the purpose of carrying out site investigation works to assess the extent of contamination within the lot, which works shall include but not be limited to conducting site inspections, taking soil and water samples and any other works and operations relating or ancillary to such contamination assessment.
- Breach of lease conditions (c) The fulfilment by the Purchaser 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 Purchaser in complying therewith, such default shall be deemed to be a continuing breach and the subsequent acceptance by or on behalf of the Government of any rent or rates or other payment whatsoever shall not (except where the Government 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 Government's right of re-entry for or on account of such default or any other rights, remedies or claims of the Government in respect thereof under these Conditions which shall continue in force and shall apply also in respect of default by the Purchaser in the fulfilment of his obligations under these Conditions within any extended or substituted period as if it had been the period originally provided.
- Re-entry 11. (a) Upon any failure or neglect by the Purchaser to perform, observe or comply with any of these Conditions, the Government 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 erected or to be erected on the lot or any such part thereof or any part of such buildings, erections or works and thereupon this Agreement and the rights of the Purchaser hereunder shall absolutely cease and determine (in respect of such part if the re-entry is upon a part only) but without prejudice nevertheless to the rights, remedies and claims of the Government in respect of any breach, non-compliance, non-observance or non-performance of the terms and conditions hereof.
- No refund of premium on re-entry (b) In the event of re-entry by the Government for or in respect of or arising out of the breach, non-compliance, non-observance or non-performance by the Purchaser of the provisions of these Conditions, the Purchaser shall not be entitled to any refund of the 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 any part thereof or any building or buildings erected or to be erected on the land or any part thereof or part of any such building or buildings or any amount expended by the Purchaser in the preparation, formation or development of the lot or any part thereof or otherwise.

Lease

12. (a) When these Conditions have been complied with to the satisfaction of the Director, the Purchaser shall subject to approval of his title by the Director be entitled to a lease of the lot as described in the Particulars of the Lot in the Tender Notice annexed hereto for the term stated in the preamble to the said Tender Notice.

(b) The Purchaser shall execute and take up the lease of the lot when called upon to do so by the Director and shall pay the prescribed fees therefor. In the event of more than one building being erected on the lot, the Purchaser may be required to take up a separate lease for the site of each separate building and shall pay the prescribed fees for every additional lease so required to be taken up.

(c) Pending the issue of the lease, the tenancy of the lot shall be deemed to be upon and subject to, and such lease when issued shall be subject to and contain all exceptions, reservations, covenants, clauses and conditions as are now inserted in the leases issued by the Government of similar lots in Hong Kong as varied, modified or extended by these Conditions.

Definitions

13. (a) The expression "Purchaser" 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, and the expression "lot", except where the context otherwise requires, means the lot stated in the Particulars of the Lot in the Tender Notice annexed hereto. 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 and vice versa.

(b) 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.

Marginal notes

14. The marginal notes to these Conditions shall not be deemed to be part of these Conditions and shall not affect the interpretation or construction thereof.

SPECIAL CONDITIONS

- Possession (1) Subject to payment of the balance of the premium as provided in General Condition No. 2 hereof and the provisions of General Condition No. 1 hereof, possession of the lot shall be deemed to be given to the Purchaser on the date of this Agreement.
- Building covenant (2) The Purchaser shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before 31 March 2032.
- User (3) The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for private residential purpose.
- Preservation of trees (4) No tree growing on the lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director, and if such consent is granted, the Director may impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.
- Landscaping (5) The Purchaser shall at his own expense landscape and plant with trees and shrubs any portion of the lot and podium (if any) not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- Development conditions (6) Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 7 hereof) of the lot or any part thereof-
- Compliance with Buildings Ordinance (a) any building or buildings erected or to be erected on the lot shall in all respects comply with the requirements of the Buildings Ordinance, any regulation made thereunder and any amending legislation (hereinafter referred to as "the Buildings Ordinance");
- Compliance with Town Planning Ordinance (b) no building or buildings may be erected on the lot or any part thereof, or on any area or areas outside the lot and specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area or areas outside the lot and specified in these Conditions, take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulation made thereunder and any amending legislation;
- Total gross floor area (c) (i) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 29,720 square metres and shall not exceed 49,532 square metres; and
- No guarantee of maximum gross floor area (ii) it is hereby expressly agreed and accepted by the Purchaser that there is no guarantee from the Government that the maximum gross floor area stipulated in sub-clause

(c)(i) of this Special Condition can be attained upon development or redevelopment of the lot and that no refund of premium and no claim whatsoever shall be made by the Purchaser against the Government in the event that the said maximum gross floor area cannot be attained;

Design and disposition

(d) the design and disposition of any building or buildings erected or to be erected on the lot shall be subject to the prior written approval of the Director, and no building works (other than site formation works) shall be commenced on the lot until such approval shall have been obtained; and for the purposes of these Conditions, “building works” and “site formation works” shall be as respectively defined in the Buildings Ordinance;

Minimum size of residential units

(e) (i) the saleable area of each residential unit erected or to be erected on the lot shall not be less than 26 square metres;

(ii) for the purpose of this sub-clause (e)–

(I) the expression “saleable area” means the floor area of a residential unit (including the floor area of any balcony, utility platform and verandah but excluding the areas of any cockloft, bay window, parking space, yard, terrace, garden, flat roof, stairhood, roof and air-conditioning plant room);

(II) subject to sub-clause (e)(ii)(IV) of this Special Condition, the floor area of a residential unit shall be measured from the exterior of the enclosing walls of the residential unit and shall include the area of the internal partitions and columns within such unit but shall exclude any of the Common Areas referred to in Special Condition No. (18)(a)(v) hereof;

(III) subject to sub-clauses (e)(ii)(IV) and (e)(ii)(V) of this Special Condition, the floor area of a balcony, utility platform or verandah shall be measured from the exterior of the enclosing walls of the balcony, utility platform or verandah and shall include the area of the internal partitions and columns within such balcony, utility platform or verandah but shall exclude–

(A) any of the Common Areas referred to in Special Condition No. (18)(a)(v) hereof; and

(B) the area covered by any enclosing wall that abuts onto the residential unit;

(IV) if any enclosing wall separates a residential unit, balcony, utility platform or verandah from an adjoining residential unit, balcony, utility platform or verandah, the measurement is to be taken from the middle of the wall;

(V) if a balcony, utility platform or verandah is enclosed other than by a solid wall, the floor area of such balcony, utility platform or verandah shall be measured from the external boundary of the balcony, utility platform or verandah; and

(VI) the decision of the Director as to the calculation of the saleable area of a residential unit (including but not limited to what constitute a cockloft, bay window, parking space, yard, terrace, garden, flat roof, stairhood, roof and air-conditioning plant room, how they are measured and what area is included or excluded from their measurement) shall be final and binding on the Purchaser; and

(iii) for the purposes of these Conditions (other than Special Conditions Nos. (21), (22) and (23) hereof), the decision of the Director as to what constitutes a residential unit shall be final and binding on the Purchaser;

Building setback

(f) (i) unless the Director of Buildings (hereinafter referred to as “the D of B”) agrees otherwise, the Purchaser shall at his own expense submit to the D of B for his written approval a plan or plans demonstrating the configuration and layout of all the buildings, structures, supports for buildings or structures and any projections erected or constructed or to be erected or constructed at or above the ground level of the lot for providing the setback areas from the boundaries of the lot, which submission shall in all respects be in compliance with the requirements of the D of B and include the paving and landscaping proposal of such setback areas and other relevant information as the D of B may require or specify at his sole discretion. The submission as approved by the D of B is hereinafter referred to as “the Approved Building Setback Submission”. Any building, structure, support for building or structure and any projection erected or constructed or to be erected or constructed on the lot shall in all respects comply with the Approved Building Setback Submission. For the purpose of this sub-clause (f)(i), the decision of the D of B as to what constitutes the ground level of the lot and whether there has been compliance with the Approved Building Setback Submission shall be final and binding on the Purchaser; and

(ii) no amendment, variation, alteration, modification or substitution of the Approved Building Setback Submission shall be made without the prior written approval of the D of B, and if such approval is given, it shall be upon such terms and conditions as determined by the D of B at his sole discretion;

Building separation

(g) (i) unless the D of B agrees otherwise, the Purchaser shall at his own expense submit to the D of B for his written approval a plan or plans demonstrating the configuration

and layout of all the buildings or group of buildings erected or to be erected on the lot, including but not limited to the continuous projected façade length, separating distance amongst and permeability of such buildings or group of buildings, which submission shall in all respects be in compliance with the building separation requirements of the D of B and include such other relevant information as the D of B may require or specify at his sole discretion;

- (ii) the submission under sub-clause (g)(i) of this Special Condition as approved by the D of B is hereinafter referred to as “the Approved Building Separation Submission”. Any building or group of buildings erected or to be erected on the lot shall in all respects comply with the Approved Building Separation Submission. For the purpose of this sub-clause (g)(ii), the decision of the D of B as to whether there has been compliance with the Approved Building Separation Submission shall be final and binding on the Purchaser; and
- (iii) no amendment, variation, alteration, modification or substitution of the Approved Building Separation Submission shall be made without the prior written approval of the D of B, and if such approval is given, it shall be upon such terms and conditions as determined by the D of B at his sole discretion; and

Greenery Area

- (h) (i) the Purchaser shall at his own expense submit to the D of B for his written approval a plan or plans indicating such portion or portions of the lot or building or buildings erected or to be erected thereon at or within which greening (including but not limited to the provision of live plants with soil base) will be provided and maintained (hereinafter referred to as “the Greenery Area”), the layout and size of the Greenery Area and such other information (including but not limited to the location and particulars of the building works for the Greenery Area) as the D of B may require or specify at his sole discretion (which submission with plan or plans is hereinafter referred to as “the Greenery Submission”). The decision of the D of B as to what constitutes the provision of greening under the Greenery Submission and which portion or portions of the lot or building or buildings constitute the Greenery Area shall be final and binding on the Purchaser. The submission as approved by the D of B is hereinafter referred to as “the Approved Greenery Submission”;
- (ii) the Purchaser shall at his own expense implement and complete the building works for the Greenery Area in accordance with the Approved Greenery Submission and shall thereafter maintain the same in all respects to the satisfaction of the D of B. No amendment, variation, alteration, modification or substitution of the Approved Greenery Submission shall be made without the prior

written approval of the D of B, and if such approval is given, it shall be upon such terms and conditions as determined by the D of B at his sole discretion; and

- (iii) except with the prior written approval of the D of B, the Greenery Area as shown in the Approved Greenery Submission shall be designated as and form part of the Common Areas referred to in Special Condition No. (18)(a)(v) hereof, and shall not be used for any purpose other than as the Greenery Area in accordance with the layout, size, location and particulars as set out in the Approved Greenery Submission.

Boundary walls and fences

(7) All boundary walls or fences or both facing or abutting on the adjacent Government land between the points K and H through J as shown and marked on the plan annexed hereto shall be erected or constructed in all respects to the satisfaction of the Director of Planning to achieve visual and physical porosity of not less than 50% along the horizontal plane per linear metre from one metre above the general formation level or levels of the adjacent Government land. For the purpose of this Special Condition, the decision of the Director of Planning as to what constitutes the general formation level or levels of the adjacent Government land shall be final and binding on the Purchaser.

Non-building Area

(8) (a) No building, structure, support for any building or structure, projection, boundary walls or fences shall be erected or constructed or placed at or above the ground level within that portion of the lot shown coloured pink hatched black on the plan annexed hereto (hereinafter referred to as “the Non-building Area”) without the prior written consent of the Director of Planning, except the following—

- (i) the boundary walls or fences or both erected or constructed between the points A and K, the points A and B and the points B and C as respectively shown and marked on the plan annexed thereto, provided that such boundary walls or fences or both shall be erected or constructed in all respects to the satisfaction of the Director of Planning; and

- (ii) landscape works.

(b) For the purpose of sub-clause (a) of this Special Condition, the decision of the Director of Planning as to what constitute landscape works and the ground level of the Non-building Area shall be final and binding on the Purchaser.

Provision of sales office and show flats

(9) Notwithstanding the user restriction and the maximum gross floor area permitted under Special Conditions Nos. (3) and (6)(c)(i) hereof respectively, the Purchaser may use part or parts of the building or buildings erected or to be erected on the lot in accordance with these Conditions and erect on part or parts of the lot separate temporary structures for the purposes of a sales office and show flats and related marketing activities to facilitate the sale of the building or buildings or any part or parts thereof erected or to be erected on the lot in accordance with these Conditions, provided that the scale and period of operation of such sales office and show flats and related marketing activities shall be subject to the prior written approval of the Director.

Recreational facilities (10) (a) The Purchaser may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter collectively referred to as “the Facilities”) as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.

(b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (6)(c)(i) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which is for the common use and benefit of the residents of the residential block erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, is not for such use shall be taken into account for such calculation. For the purposes of these Conditions (other than Special Conditions Nos. (21) and (22) hereof), the decision of the Director as to what constitutes a residential block shall be final and binding on the Purchaser.

(c) In the event that any part of the Facilities is exempted from the calculation of the total gross floor area pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as “the Exempted Facilities”)–

- (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (18)(a)(v) hereof;
- (ii) the Purchaser shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
- (iii) the Exempted Facilities shall only be used by the residents of the residential block erected or to be erected on the lot and their bona fide visitors and by no other person.

Office accommodation for watchmen and caretakers

(11) (a) Office accommodation for watchmen or caretakers or both may be provided within the lot subject to the following conditions–

- (i) such accommodation is in the opinion of the Director essential to the safety, security and good management of the building or buildings erected or to be erected on the lot;
- (ii) such accommodation shall not be used for any purpose other than the office accommodation for watchmen or caretakers or both, who are wholly and necessarily employed on the lot; and
- (iii) the location of any such accommodation shall first be approved in writing by the Director.

For the purpose of this sub-clause (a), no office accommodation may be located within any building on the lot which is intended or adapted for use as a single family residence, and the decision of the Director as to whether a building is

intended or adapted for use as a single family residence and what constitutes a single family residence shall be final and binding on the Purchaser.

- (b) (i) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (6)(c)(i) hereof, there shall not be taken into account the office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition not exceeding the lesser of (I) or (II) below—

(I) 0.2% of the total gross floor area of the building or buildings erected or to be erected on the lot; or

(II) 5 square metres for every 50 residential units or part thereof erected or to be erected on the lot, or 5 square metres for every residential block erected or to be erected on the lot, whichever calculation provides the greater floor area of such accommodation.

Any gross floor area in excess of the lesser of (I) or (II) above shall be taken into account for such calculation.

- (ii) In calculating the total gross floor area of the building or buildings erected or to be erected on the lot referred to in sub-clause (b)(i)(I) of this Special Condition, there shall not be taken into account the floor spaces which are excluded from the calculation of the gross floor area of the building or buildings erected or to be erected on the lot in accordance with these Conditions as to which the decision of the Director shall be final and binding on the Purchaser.

(c) For the purpose of sub-clause (b) of this Special Condition, a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential block, and the decision of the Director as to what constitutes a detached, semi-detached or terraced house or a single family residence and whether such house is intended for use as a single family residence shall be final and binding on the Purchaser.

(d) The office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (18)(a)(v) hereof.

Quarters for
watchmen and
caretakers

(12) (a) Quarters for watchmen or caretakers or both may be provided within the lot subject to the following conditions—

- (i) such quarters shall be located in one of the residential blocks erected on the lot or in such other location as may be approved in writing by the Director; and

- (ii) such quarters shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both, who are wholly and necessarily employed within the lot.

For the purpose of this sub-clause (a), no quarters may be located within any building on the lot which is intended or adapted for use as a single family residence, and the decision of the Director as to whether a building is intended or adapted for use as a single family residence and what constitutes a single family residence shall be final and binding on the Purchaser.

(b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (6)(c)(i) hereof, quarters provided within the lot in accordance with sub-clause (a) of this Special Condition with a total gross floor area not exceeding 25 square metres shall not be taken into account. Any gross floor area in excess of 25 square metres shall be taken into account for such calculation.

(c) Quarters for watchmen or caretakers or both provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (18)(a)(v) hereof.

Owners' Corporation
or Owners'
Committee office

(13) (a) One office for the use of the Owners' Corporation or the Owners' Committee may be provided within the lot subject to the following conditions—

- (i) such office shall not be used for any purpose other than for the meetings and administrative work of the Owners' Corporation or the Owners' Committee formed or to be formed in respect of the lot and the buildings erected or to be erected thereon; and
- (ii) the location of such office shall first be approved in writing by the Director.

(b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (6)(c)(i) hereof, an office provided within the lot in accordance with sub-clause (a) of this Special Condition with a total gross floor area not exceeding 20 square metres shall not be taken into account. Any gross floor area in excess of 20 square metres shall be taken into account for such calculation.

(c) An office provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (18)(a)(v) hereof.

Telecommunications
facilities

(14) Notwithstanding the user restriction under Special Condition No. (3) hereof, telecommunications facilities may be installed and maintained in, on or within any building or part of any building erected or to be erected on the lot as may be approved by the Building Authority for the purpose of providing telecommunications service. For the purpose of this Special Condition, "telecommunications" and "telecommunications service" shall be as respectively defined in the Telecommunications Ordinance, any regulation made thereunder and any amending legislation. For the purposes of these Conditions, "Building Authority" shall be as defined in the Buildings Ordinance.

No exempt building

(15) No building shall be erected on the lot of a type which by virtue of the Buildings Ordinance (Application to the New Territories) Ordinance, any

regulation made thereunder and any amending legislation is exempted from the provisions of the Buildings Ordinance.

Restriction on
alienation before
compliance

(16) Prior to compliance with these Conditions in all respects to the satisfaction of the Director, the Purchaser shall not except with the prior written consent of the Director and in conformity with any conditions imposed by him (including the payment of such fees as may be required by him)–

- (a) assign, part with the possession of or otherwise dispose of the lot or any part thereof or any interest therein or any building or part of any building thereon (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do;
- (b) solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or through a company in which the Purchaser or its nominee is directly or indirectly the owner of shares or which is the owner of shares in the Purchaser or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby the lot or any part thereof or any interest therein or any building or part of any building thereon is or may be sold, assigned or otherwise disposed of or affected, or enter into any agreement so to do;
- (c) underlet the lot or any part thereof or any building or part of any building thereon or enter into any agreement so to do unless the tenancy or lease of the lot or any part thereof or any building or part of any building thereon complies with the following terms and conditions–
 - (i) the term of the tenancy or lease shall not exceed 10 years in the aggregate including any right of renewal;
 - (ii) the tenancy or lease shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, covering the building or that part of the building to which the tenancy or lease relates;
 - (iii) no premium shall be paid by the tenant or lessee;
 - (iv) the rent payable shall not exceed a rack rent;
 - (v) no rent shall be payable in advance for a period greater than 12 calendar months;
 - (vi) the user permitted in the tenancy agreement or lease or agreement for tenancy or lease shall comply with these Conditions; and

- (vii) none of the terms and conditions in the tenancy agreement or lease or agreement for tenancy or lease shall contravene these Conditions; or
- (d) mortgage or charge the lot or any part thereof or any interest therein except for the purpose of the development thereof in accordance with these Conditions and then only by way of a building mortgage, it being agreed that for this purpose a building mortgage shall be one—
 - (i) whereby the lot is mortgaged or charged in favour of a licensed bank or a registered deposit-taking company authorized under section 16 of the Banking Ordinance, any regulation made thereunder and any amending legislation to secure monies (and interest thereon) advanced or to be advanced to the Purchaser for the purpose only of developing the lot in accordance with these Conditions and for the payment of legal and other professional fees in connection with such development and the mortgage (provided that such fees do not, in the aggregate, exceed 5% of the total amount secured by the mortgage), and for no other purpose;
 - (ii) under which such advances (in the case of work done) are to be made to the Purchaser only in amounts to be certified from time to time by the authorized person (as defined in the Buildings Ordinance and appointed by the Purchaser for the development of the lot) as having been incurred by the Purchaser for the development of the lot;
 - (iii) under which the Purchaser, the mortgagee and the Stakeholder (as hereinafter defined) are required, in the event of the Purchaser applying for the prior written consent of the Director under this Special Condition to enter into any agreement to dispose of any share or interest in the lot together with the right to the exclusive use and possession of any unit in the building erected or to be erected on the lot, to enter into an agreement containing the terms and requirements as the Director may from time to time specify or require, including but not limited to the following—
 - (I) all sums received by the Purchaser or the Stakeholder as purchase price or any part thereof under an agreement for sale and purchase in respect of any unit, share or interest in the lot (the terms of which have been approved by the mortgagee) (hereinafter referred to as “the ASP”) shall be paid into a bank account designated for the development of the lot and which must be opened, maintained and operated by the Stakeholder with the mortgagee (hereinafter referred to as “the Stakeholder Account”);

- (II) no monies shall be released from the Stakeholder Account except with the prior written approval of the mortgagee and in accordance with the terms of the ASP and the terms of the Director's consent; and
- (III) the mortgagee irrevocably undertakes to the Purchaser to, upon completion of the sale and purchase, release unconditionally from the security of the building mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account;
- (iv) under which the mortgagee is obliged and irrevocably undertakes to, upon completion of the sale and purchase, release unconditionally from the security of the building mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account; and
- (v) for the purpose of this Special Condition, "the Stakeholder" means any solicitors firm for the time being appointed by the Purchaser to act as stakeholder in respect of the purchase price under the ASP.

Registration (17) Every assignment, mortgage, charge, underletting for more than 3 years or other alienation of the lot or any part thereof or any interest therein shall be registered at the Land Registry.

Deed of Mutual Covenant incorporating Management Agreement (if any) (18) (a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Purchaser shall not assign, mortgage, charge, part with the possession of or otherwise dispose of the lot or any part thereof or any interest therein or enter into any agreement so to do except by way of an assignment or other disposal of undivided shares in the whole of the lot together with the right to the exclusive use and occupation of individual floors and units in any building or buildings erected thereon and even then such assignment or other disposal shall be subject to the following conditions—

- (i) the Purchaser shall first submit to and obtain the written approval of the Director to a Deed of Mutual Covenant incorporating a Management Agreement (if any) (hereinafter referred to as "the DMC") to be entered into between the Purchaser and the assignees from him of undivided shares in the whole of the lot;
- (ii) the DMC must be in a form and contain the provisions which the Director shall approve or require and it (and any approved amendment to it) must be registered by Memorial against the lot at the Land Registry;
- (iii) the Purchaser must comply with the approved terms and conditions of the DMC, and no amendment thereto may be made without the prior written approval of the Director and the payment of such fees as may be required;

- (iv) every assignment or other disposal of an undivided share or shares in the lot shall be subject to and with the benefit of the DMC;
- (v) in the DMC the Purchaser must allocate to those parts of the lot which comprise the common areas or amenities for the common use and benefit of owners for the time being of the lot (hereinafter referred to as “the Common Areas”) a number of undivided shares in the lot which in the opinion of the Director is appropriate;
- (vi) the Purchaser shall not assign, mortgage or charge (except by building mortgage under Special Condition No. (16)(d) hereof) or otherwise dispose of or part with the possession of any undivided share allocated to the Common Areas or any interest therein or enter into any agreement so to do except that upon execution of the DMC, the whole of the undivided shares allocated to the Common Areas shall be assigned to and vested in the manager appointed in accordance with the DMC who must hold the said undivided shares on trust for the benefit of all owners for the time being of undivided shares in the lot;
- (vii) the DMC must provide that, subject to sub-clause (a)(viii) of this Special Condition, on termination of the manager’s appointment, the manager must assign the undivided shares allocated to the Common Areas free of costs or consideration to its successor in office; and
- (viii) if an Owners’ Corporation is formed under the Building Management Ordinance, any regulation made thereunder and any amending legislation, it may require the manager, in accordance with the DMC to assign the undivided shares allocated to the Common Areas and transfer the management responsibilities to it free of costs or consideration, in which event, the said Owners’ Corporation must hold them on trust for the benefit of all owners for the time being of undivided shares in the lot.

- (b) Sub-clause (a) of this Special Condition shall not apply to—
 - (i) an assignment, underletting, mortgage or charge of the lot as a whole; or
 - (ii) an underletting of a part of the building erected on the lot.

Restriction on partitioning

(19) The Purchaser shall not, without the prior written consent of the Director, partition (whether by way of assignment or other disposal or by any other means) the lot or any part thereof or any section which has been partitioned with the prior written consent of the Director under this Special Condition. Where the lot has been partitioned with such consent, the provisions in Special Condition No. (18) hereof shall be applicable to each of the sections so partitioned, with the references to “the lot” under the said Special Condition being replaced and substituted by the relevant section.

Vehicular access

(20) (a) The Purchaser shall have no right of ingress or egress to or from the lot for the passage of motor vehicles except between the points X and Y through Z shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Director.

(b) Upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 7 hereof) of the lot, a temporary access or accesses for construction vehicles into the lot may be permitted in such positions and subject to such conditions as may be imposed by the Director. Upon completion of the development or redevelopment, the Purchaser shall at his own expense within the time limit specified by the Director and in all respects to the satisfaction of the Director, reinstate the area upon which the temporary access was constructed.

Parking requirements

(21) (a) (i) Spaces shall be provided within the lot to the satisfaction of the Commissioner for Transport (hereinafter referred to as “the C for T”) for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulation made thereunder and any amending legislation (hereinafter referred to as “the Road Traffic Ordinance”) at the following rates–

Residential Parking Spaces

(I) where any residential block (other than a detached, semi-detached or terraced house which is intended for use as a single family residence) is provided within the lot, the rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below–

Size of each residential unit	Number of the residential parking spaces to be provided under this sub-clause (a)(i)(I)
Less than 40 square metres	One space for every 8 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 3.3 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 1.7 residential units or part thereof
Not less than 100 square metres but less than 130 square metres	One space for every 1 residential unit or part thereof
Not less than 130 square metres but less than 160 square metres	One space for every 0.7 residential unit or part thereof
Not less than 160 square metres	One space for every 0.6 residential unit or part thereof

(II) where any detached, semi-detached or terraced house which is intended for use as a single family residence is provided within the lot, at the following rates–

- (A) one space for each such house where its gross floor area is less than 160 square metres;
- (B) 1.7 spaces for each such house where its gross floor area is not less than 160 square metres but less than 220 square metres, provided that if the number of spaces to be provided under this sub-clause (a)(i)(II)(B) is a decimal number, the same shall be rounded up to the next whole number; and
- (C) 2 spaces for each such house where its gross floor area is not less than 220 square metres.

For the purposes of this Special Condition and Special Conditions Nos. (22) and (23) hereof, the decision of the C for T as to what constitutes a residential unit, a residential block, a detached, semi-detached or terraced house or a single family residence and whether such house is intended for use as a single family residence shall be final and binding on the Purchaser. The spaces to be provided under this sub-clause (a)(i) (as may be varied under Special Condition No. (24) hereof) are hereinafter referred to as “the Residential Parking Spaces”. For the purposes of these Conditions, “motor vehicle” shall be as defined in the Road Traffic Ordinance.

- (ii) For the purpose of sub-clause (a)(i)(I) of this Special Condition, the total number of the Residential Parking Spaces to be provided under sub-clause (a)(i)(I) of this Special Condition shall be the aggregate of the respective number of the Residential Parking Spaces calculated by reference to the respective size of each residential unit in terms of gross floor area as set out in the table of sub-clause (a)(i)(I) of this Special Condition; and for the purposes of these Conditions, the term “size of each residential unit in terms of gross floor area” means the sum of (I) and (II) below—
 - (I) the gross floor area of a residential unit exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate 2 adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit but, for the avoidance of doubt, shall exclude all floor area within such unit which is not taken into account for the calculation of the total gross floor area stipulated in Special Condition No. (6)(c)(i) hereof; and
 - (II) the pro-rata gross floor area of the Residential Common Area (as hereinafter defined) in respect of

a residential unit, and in so calculating, the total gross floor area of residential common area, which is for the common use and benefit of the residents of the residential block erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which is not taken into account for the calculation of the total gross floor area stipulated in Special Condition No. (6)(c)(i) hereof (which residential common area is hereinafter referred to as “the Residential Common Area”) shall be apportioned to a residential unit by the following formula—

$$\text{The total gross floor area of the Residential Common Area} \times \frac{\text{The gross floor area of a residential unit as calculated under sub-clause (a)(ii)(I) of this Special Condition}}{\text{The total gross floor area of all residential units as calculated under sub-clause (a)(ii)(I) of this Special Condition}}$$

Visitors’ Parking Spaces

- (iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance shall be provided within the lot to the satisfaction of the C for T at the rate to be calculated by reference to the number of residential units provided in any residential block erected or to be erected on the lot as set out in the table below subject to a minimum of two such spaces being provided within the lot—

Number of residential units per block	Number of the visitors’ parking spaces per block to be provided under this sub-clause (a)(iii)
30 or below	1
31 to 45	2
46 to 60	3
61 to 75	4
above 75	5

The spaces to be provided under this sub-clause (a)(iii) (as may be varied under Special Condition No. (24) hereof) are hereinafter referred to as “the Visitors’ Parking Spaces”. For the purpose of this sub-clause (a)(iii), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit or a residential block.

- (iv) The Residential Parking Spaces and the Visitors’ Parking Spaces shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance and in particular the said spaces shall not be used for the storage, display or exhibiting of motor

vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

Parking Spaces for Disabled Persons

- (b) (i) Out of the Residential Parking Spaces and the Visitors' Parking Spaces, the Purchaser shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons (which spaces to be so reserved and designated are hereinafter referred to as "the Parking Spaces for Disabled Persons") as the Building Authority may require or approve. For the purposes of these Conditions, "disabled persons" shall be as defined in the Road Traffic Ordinance.
- (ii) The Parking Spaces for Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance by disabled persons and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

Motor Cycle Parking Spaces

- (c) (i) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor cycles licensed under the Road Traffic Ordinance at the rate of one space for every 100 residential units or part thereof provided in any residential block erected or to be erected on the lot. The spaces to be provided under this sub-clause (c)(i) (as may be varied under Special Condition No. (24) hereof) are hereinafter referred to as "the Motor Cycle Parking Spaces". For the purposes of these Conditions, "motor cycle" shall be as defined in the Road Traffic Ordinance, and for the purpose of this sub-clause (c)(i), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit or a residential block.
- (ii) The Motor Cycle Parking Spaces shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

Dimensions of parking spaces

- (d) (i) Except for the Parking Spaces for Disabled Persons, each of the Residential Parking Spaces and the Visitors' Parking Spaces shall measure 2.5 metres in width and 5.0 metres in length with minimum headroom of 2.4 metres.
- (ii) The dimensions of each of the Parking Spaces for Disabled Persons shall be as the Building Authority may require or approve.

- (iii) Each of the Motor Cycle Parking Spaces shall measure 1.0 metre in width and 2.4 metres in length with minimum headroom of 2.4 metres.

Electric vehicle charging facilities

- (e) The Purchaser shall—
 - (i) on or before 31 March 2032 or such other date as may be approved by the Director, at the Purchaser's own expense, to such standards and design to the satisfaction of the Director of Electrical and Mechanical Services, and in all respects in compliance with the Buildings Ordinance and the Electricity Ordinance, any regulation made thereunder and any amending legislation—
 - (I) provide and install charging facilities for electric vehicles, including fixed electrical installations and installation of final circuits, in all the parking spaces provided in accordance with sub-clauses (a)(i), (a)(iii) and (c)(i) of this Special Condition (as may be respectively varied under Special Condition No. (24) hereof) and sub-clause (b)(i) of this Special Condition; and
 - (II) provide and install chargers each with output power not less than 7 kilowatts, including the final circuits referred to in sub-clause (e)(i)(I) of this Special Condition for electric vehicles in all of the parking spaces provided in accordance with sub-clauses (a)(i), (a)(iii) and (c)(i) of this Special Condition (as may be respectively varied under Special Condition No. (24) hereof) and sub-clause (b)(i) of this Special Condition with at least one such charger for each of such parking spaces; and
 - (ii) throughout the term hereby agreed to be granted, at the Purchaser's own expense and in all respects to the satisfaction of the Director of Electrical and Mechanical Services upkeep, maintain, repair and manage the charging facilities for electric vehicles and chargers to be provided and installed under sub-clauses (e)(i)(I) and (e)(i)(II) of this Special Condition in good repair and operational condition.

Loading and unloading requirements

- (22) (a) Spaces shall be provided within the lot to the satisfaction of the C for T for the loading and unloading of goods vehicles at the following rates—
 - (i) where any residential block (other than a detached, semi-detached or terraced house which is intended for use as a single family residence) is provided within the lot, the rate of one space for every 800 residential units or part thereof provided in any residential block erected or to be erected on the lot subject to a minimum of one loading and unloading space for each residential block erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each residential block; and

- (ii) where any detached, semi-detached or terraced house which is intended for use as a single family residence is provided within the lot, such rate as the C for T may require.

The spaces to be provided under this sub-clause (a) (as may be varied under Special Condition No. (24) hereof) are hereinafter referred to as “the Loading and Unloading Spaces”. For the purpose of this Special Condition, “goods vehicle” shall be as defined in the Road Traffic Ordinance, and for the purpose of this sub-clause (a), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit or a residential block.

(b) Each of the Loading and Unloading Spaces shall measure 3.5 metres in width and 11.0 metres in length with minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings erected or to be erected on the lot.

Bicycle Parking Spaces

(23) (a) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of bicycles at the rate of one space for every 15 residential units or part thereof with the size of each residential unit in terms of gross floor area being less than 70 square metres. The spaces to be provided under this sub-clause (a) (as may be varied under Special Condition No. (24) hereof) are hereinafter referred to as “the Bicycle Parking Spaces”.

(b) Each of the Bicycle Parking Spaces shall be of such dimensions as may be approved in writing by the C for T.

(c) For the purposes of these Conditions, “bicycle” shall be as defined in the Road Traffic Ordinance, and for the purpose of this Special Condition, a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit. The Bicycle Parking Spaces shall not be used for any purpose other than for the parking of bicycles.

Flexibility in parking, loading and unloading provisions

(24) (a) Notwithstanding Special Conditions Nos. (21)(a)(i), (21)(a)(iii), (21)(c)(i), (22)(a) and (23)(a) hereof, the Purchaser may increase or reduce the respective number of spaces required to be provided under the said Special Conditions by not more than 5% provided that the total number of spaces so increased or reduced shall not exceed 50.

(b) In addition to sub-clause (a) of this Special Condition, the Purchaser may increase or reduce the respective number of the Residential Parking Spaces and the Motor Cycle Parking Spaces (without taking into account the spaces calculated in sub-clause (a) of this Special Condition) by not more than 5%.

(c) Notwithstanding Special Conditions Nos. (21)(a)(i), (21)(a)(iii), (21)(c)(i), (21)(d)(i), (21)(d)(iii), (22)(a), (22)(b), (23)(a) and (23)(b) hereof and sub-clauses (a) and (b) of this Special Condition, the Purchaser may increase or reduce the respective number and dimensions of spaces required to be provided under the said Special Conditions or sub-clauses to such other numbers and dimensions as may be approved in writing by the C for T, and such increase or

reduction shall also be subject to the prior written approval of the Director, who may, at his sole and absolute discretion, give his approval subject to such terms and conditions as he sees fit, including the payment by the Purchaser of any premium and administrative fee as shall be determined by the Director.

Access for inspection (25) (a) The Purchaser shall at all times throughout the term hereby agreed to be granted permit the Government, the C for T, their officers, contractors, agents, workmen and any other persons authorized by any of them with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purposes of inspecting, checking or ascertaining that there is no breach of or failure to comply with Special Conditions Nos. (21), (22), (23) and (24) hereof by the Purchaser.

No liability (b) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise or non-exercise by the Government, the C for T, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clause (a) of this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Indemnity by the Purchaser (c) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the exercise or non-exercise by the Government, the C for T, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clause (a) of this Special Condition.

Parking, loading and unloading spaces etc. excluded from gross floor area calculation (26) (a) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (6)(c)(i) hereof, there shall not be taken into account—

(i) the Residential Parking Spaces, the Visitors' Parking Spaces, the Parking Spaces for Disabled Persons and the Motor Cycle Parking Spaces (hereinafter collectively referred to as "the Spaces"), if they are provided—

(I) below the ground level;

(II) in any two floors at or above the ground level of the building or buildings erected or to be erected on the lot; or

(III) in any floor or floors at or above the ground level of the building or buildings erected or to be erected on the lot other than the two floors referred to in sub-clause (a)(i)(II) of this Special Condition as may be approved in writing by the Director, provided that they have been excluded by the Building Authority

from the calculation of gross floor area under the Buildings Ordinance;

(ii) the Loading and Unloading Spaces, if they are provided at or below the ground level; and

(iii) the Bicycle Parking Spaces.

(b) (i) Other than the spaces referred to in sub-clauses (a)(i)(II) and (a)(i)(III) of this Special Condition, if-

(I) any of the Spaces are provided at or above the ground level; or

(II) any of the Loading and Unloading Spaces are provided above the ground level,

50% of such spaces together with 50% of the other areas including but not limited to lift lobbies, landings, pedestrian access routes, manoeuvring and circulation areas and plant rooms serving such spaces shall be taken into account for the calculation of the total gross floor area stipulated in Special Condition No. (6)(c)(i) hereof as to which the decision of the Director shall be final and binding on the Purchaser.

(ii) Notwithstanding sub-clause (b)(i) of this Special Condition, the Director at his sole discretion may subject to the payment by the Purchaser of any premium and administrative fee as shall be determined by the Director exclude any of the spaces and other areas referred to in the said sub-clause from the calculation of the total gross floor area stipulated in Special Condition No. (6)(c)(i) hereof as to which the decision of the Director shall be final and binding on the Purchaser.

(c) For the purpose of this Special Condition, the decision of the Director as to what constitute a floor and the ground level or whether any space is at, above or below the ground level and what constitutes other areas serving those spaces referred to in sub-clause (b)(i) of this Special Condition shall be final and binding on the Purchaser.

Restriction on alienation of the Residential Parking Spaces and the Motor Cycle Parking Spaces

(27) (a) Throughout the term hereby agreed to be granted whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Residential Parking Spaces and the Motor Cycle Parking Spaces shall not be assigned except-

(i) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or

(ii) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of

a residential unit or units in the building or buildings erected or to be erected on the lot,

provided that in any event not more than 3 in number of the total of the Residential Parking Spaces and the Motor Cycle Parking Spaces shall be assigned to the owner of any one residential unit in the building or buildings erected or to be erected on the lot.

(b) Notwithstanding sub-clause (a) of this Special Condition, the Purchaser may, with the prior written consent of the Director, assign all the Residential Parking Spaces and the Motor Cycle Parking Spaces as a whole, but only to a wholly-owned subsidiary company of the Purchaser.

(c) Sub-clause (a) of this Special Condition shall not apply to an assignment of the lot as a whole.

(d) Sub-clauses (a) and (b) of this Special Condition shall not apply to the Parking Spaces for Disabled Persons.

Common Areas

(28) Notwithstanding Special Condition No. (27) hereof, the Visitors' Parking Spaces, the Parking Spaces for Disabled Persons, the Loading and Unloading Spaces and the Bicycle Parking Spaces shall be designated as and form part of the Common Areas.

Deposit of the Car Park Layout Plans

(29) (a) The Purchaser shall at his own expense deposit with the Director and submit to the C for T a plan or plans approved by the C for T indicating the layout of all the parking, loading and unloading spaces to be provided within the lot respectively in accordance with Special Conditions Nos. (21) and (22) hereof (as may be respectively varied under Special Condition No. (24) hereof) and the spaces which are the subject of the Parking Information to be designated within the lot in accordance with Special Condition No. (30)(a)(i) hereof, or a copy of such plan or plans certified by an authorized person (as defined in the Buildings Ordinance) (hereinafter referred to as "the Car Park Layout Plans"). No amendment, variation, alteration, modification or substitution of the Car Park Layout Plans shall be made without the prior written approval of the C for T.

(b) The parking, loading and unloading spaces indicated on the Car Park Layout Plans shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos. (21) and (22) hereof. The Purchaser shall maintain all parking, loading and unloading spaces and other areas, including but not limited to the lifts, landings and manoeuvring and circulation areas indicated on the Car Park Layout Plans in accordance with the Car Park Layout Plans.

(c) Except for the spaces indicated on the Car Park Layout Plans, no part of the lot or any building or structure thereon shall be used for the purposes of parking, loading and unloading of motor vehicles.

(d) No transaction (except a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (16)(c) hereof and a building mortgage under Special Condition No. (16)(d) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the

lot shall be entered into prior to the deposit and submission of the Car Park Layout Plans in accordance with sub-clause (a) of this Special Condition.

(e) The Purchaser hereby—

- (i) gives his consent to the Government, the C for T, the Director, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to view, use, copy and modify the Car Park Layout Plans and to disclose and disseminate the Car Park Layout Plans by any means and in any manner (including but not limited to electronic means or through electronic platforms) to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the Government, the C for T or the Director shall at their sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise, whether in response to public or media enquiries or otherwise, or on the Government's, the C for T's or the Director's own accord; and
- (ii) accepts and acknowledges that the Government, the C for T, the Director, their officers, contractors, agents, workmen and any other persons authorized by any of them shall have the sole and absolute discretion and right to decide whether or not to view, use, copy, modify, disclose or disseminate the Car Park Layout Plans as provided under sub-clause (e)(i) of this Special Condition.

(f) For the purpose of sub-clause (e) of this Special Condition, the Purchaser shall procure or cause to be procured the consent of the intellectual property right owners of the Car Park Layout Plans to the viewing, use, copying, modifying, disclosure and dissemination of the Car Park Layout Plans by the Government, the C for T, the Director, their officers, contractors, agents, workmen and any other persons authorized by any of them and to the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Car Park Layout Plans by any government department or third party.

(g) The Purchaser hereby accepts and acknowledges that the consent given under sub-clauses (e) and (f) of this Special Condition shall survive and continue to be binding on the Purchaser after the expiry or sooner determination of the term hereby agreed to be granted.

No liability

(h) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under sub-clauses (a), (b), (c), (d) and (f) of this Special Condition; any omission or mistake in the Car Park Layout Plans; the exercise or non-exercise by the Government, the C for T, the Director, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-

clause (e) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Car Park Layout Plans by any government department or third party as provided under sub-clause (e)(i) of this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Indemnity by the
Purchaser

(i) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under sub-clauses (a), (b), (c), (d) and (f) of this Special Condition; or any omission or mistake in the Car Park Layout Plans; or the exercise or non-exercise by the Government, the C for T, the Director, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clause (e) of this Special Condition.

Parking Information

(30) (a) The Purchaser shall—

(i) at his own expense submit or cause to be submitted to the C for T for his written approval a plan or plans showing the locations and dimensions of the areas or spaces designated for accommodating such facilities, installations and equipment (hereinafter referred to as “the Facilities, Installations and Equipment”) to be provided and installed in, on or within any building, structure or floor space on the lot, which plan or plans shall contain such information as the C for T may require or specify at his sole and absolute discretion (hereinafter collectively referred to as “the Parking Information System Area”) for the purpose of submitting information relating to and associated with the Visitors' Parking Spaces in the event that not less than 10 such spaces are provided or to be provided within the lot, including but not limited to the numbers and types of vacant spaces for the parking of motor vehicles (hereinafter collectively referred to as “the Parking Information”) as required under and in accordance with sub-clause (b) of this Special Condition. No building works (other than site formation works) shall be commenced on the lot until such approval shall have been obtained;

(ii) on or before 31 March 2032 or such other date as may be approved by the Director, at the Purchaser's own expense carry out and complete in all respects to the satisfaction of the C for T the works for the Parking Information System Area in accordance with the plan or plans approved under sub-clause (a)(i) of this Special Condition; and at the Purchaser's own expense provide and install the Facilities, Installations and Equipment; and shall thereafter at all times during the term hereby agreed to be granted, maintain at the Purchaser's own expense the Parking Information System Area and the Facilities, Installations and Equipment in good and substantial repair and

conditions for the purpose of fulfilling the Purchaser's obligations under sub-clause (b) of this Special Condition and in all respects to the satisfaction of the C for T; and

- (iii) at all reasonable times throughout the term hereby agreed to be granted permit the Government, the C for T, the Director, their officers, contractors, agents, workmen and any other persons authorized by any of them with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (a)(ii) of this Special Condition. For the purposes of these Conditions, the Director's decision as to what constitutes "reasonable times" shall be final and binding on the Purchaser.

(b) The Purchaser shall, commencing on a date to be decided and specified in writing by the C for T (as to which the decision of the C for T shall be final and binding on the Purchaser) and thereafter at all times throughout the term hereby agreed to be granted, at the Purchaser's own expense and in all respects to the satisfaction of the C for T, submit or cause to be submitted to the C for T the Parking Information in such format and at such time and intervals as the C for T may from time to time require or specify in writing (as to which the decision of the C for T shall be final and binding on the Purchaser).

(c) The Purchaser hereby—

- (i) gives his consent to the Government, the C for T, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to process, use and copy the Parking Information and to disclose and disseminate the Parking Information, whether as submitted or after processing, in such format and by such media, to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T shall at his sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise by such government department or third party; and
- (ii) accepts and acknowledges that the Government, the C for T, their officers, contractors, agents, workmen and any other persons authorized by any of them shall have the sole and absolute discretion and right to decide whether or not to process, use or copy the Parking Information or to disclose and disseminate the Parking Information, whether as submitted or after processing, in whatever format and by whatever media, to any government department or third party as provided in sub-clause (c)(i) of this Special Condition.

No liability

(d) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under sub-clauses (a) and (b) of this Special Condition; any omission or mistake in the Parking Information; any omission, mistake, neglect or default by the Purchaser in relation to the submission of the Parking Information in accordance with sub-clause (b) of this Special Condition; the exercise or non-exercise by the Government, the C for T, the Director, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clauses (a)(iii) and (c) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Parking Information by any government department or third party as provided under sub-clause (c) of this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Indemnity by the Purchaser

(e) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under sub-clauses (a) and (b) of this Special Condition; any omission or mistake in the Parking Information; any omission, mistake, neglect or default by the Purchaser in relation to the submission of the Parking Information in accordance with sub-clause (b) of this Special Condition; or the exercise or non-exercise by the Government, the C for T, the Director, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clauses (a)(iii) and (c) of this Special Condition.

(f) The Parking Information System Area shall be designated as and form part of the Common Areas.

Set back

(31) The Purchaser shall not cut away, remove or set back any Government land adjacent to or adjoining the lot or carry out any building-up, filling-in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the Director who may, at his sole discretion, give his consent subject to such terms and conditions as he sees fit, including the grant of additional Government land as an extension to the lot at such premium as he may determine.

Cutting away

(32) (a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up, filling-in or slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Purchaser under these Conditions or for any other purpose, the Purchaser shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage, ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence

occurring thereafter. The Purchaser shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

(b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (31) hereof.

(c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Purchaser or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the lot or from any adjacent or adjoining Government or leased land, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to such falling away, landslip or subsidence.

(d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Purchaser to carry out, construct and maintain the said land, slope treatment works, retaining walls or other support, protection, drainage, ancillary or other works; or to reinstate and make good any falling away, landslip or subsidence, and if the Purchaser shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Purchaser shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges. The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under sub-clauses (a), (c) and (d) of this Special Condition; or the exercise or non-exercise by the Director of the rights conferred under this sub-clause (d).

Spoil or debris

(33) (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter collectively referred to as "the Waste") from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter collectively referred to as "the Government Properties"), the Purchaser shall at his own expense remove the Waste from and make good any damage done to the Government Properties. The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any damage or nuisance to private property caused by such erosion, washing down or dumping; or the fulfilment or non-fulfilment of any of the Purchaser's obligations under this Special Condition.

(b) Notwithstanding sub-clause (a) of this Special Condition, the Director may (but is not obliged to), at the request of the Purchaser, remove the Waste from and make good any damage done to the Government Properties and the Purchaser shall pay to the Government on demand the cost thereof.

Damage to Services

(34) The Purchaser shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair works (hereinafter collectively referred to as “the Works”), to avoid causing any damage, disturbance or obstruction to any Government or other drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof (hereinafter collectively referred to as “the Services”). The Purchaser shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services; and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects; and shall not carry out any works whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Purchaser shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Purchaser shall at his own expense and in all respects to the satisfaction of the Director repair, make good and reinstate any damage, disturbance or obstruction caused to the lot or any part thereof or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Purchaser shall pay to the Government on demand the cost of such works). If the Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works. The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any damage or nuisance caused by the Works; the fulfilment or non-fulfilment of any of the Purchaser’s obligations under this Special Condition; or the exercise or non-exercise by the Director of the rights conferred under this Special Condition.

Construction of drains and channels

(35) (a) The Purchaser shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Purchaser shall be solely liable for and shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any damage or nuisance caused by such storm-water or rain-water.

Connecting drains
and sewers

(b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Purchaser for any loss or damage thereby occasioned and the Purchaser shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Purchaser at his own expense and to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Purchaser at his own expense and upon demand be handed over by the Purchaser to the Government for future maintenance thereof at the expense of the Government and the Purchaser shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Purchaser to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works. The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under sub-clauses (a) and (b) of this Special Condition; or the exercise or non-exercise by the Director of the rights conferred under this sub-clause (b).

Noise impact
assessment

(36) (a) The Purchaser shall within 6 calendar months from the date of this Agreement or such other period as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Director of Environmental Protection, submit or cause to be submitted to the Director of Environmental Protection for his approval in writing a noise impact assessment (hereinafter referred to as "the NIA") of the development of the lot, containing, among others, such information and particulars as the Director of Environmental Protection may require, including all adverse noise impacts on and as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works.

(b) The Purchaser shall at his own expense and within such time limit as may be stipulated by the Director of Environmental Protection carry out and implement the recommendations contained in the NIA as approved by the Director of Environmental Protection under sub-clause (a) of this Special Condition (hereinafter referred to as "the Approved Noise Mitigation Measures") in all respects to the satisfaction of the Director of Environmental Protection.

(c) No building works (other than site formation works) shall be commenced on the lot or any part thereof until the NIA shall have been approved in writing by the Director of Environmental Protection under sub-clause (a) of this Special Condition.

(d) For the avoidance of doubt and without prejudice to the generality of General Condition No. 5 hereof, the Purchaser hereby accepts and acknowledges that the Purchaser shall have the sole responsibility to carry out and implement at his own expense the Approved Noise Mitigation Measures in all respects to the satisfaction of the Director of Environmental Protection.

No liability

(e) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Indemnity by the Purchaser

(f) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under this Special Condition.

Noise Barrier

(37) In the event that the Approved Noise Mitigation Measures comprise the erection or construction of a noise barrier or noise barriers on the lot with projection extending beyond the boundary of the lot and over or above any adjoining Government land (hereinafter referred to as "the Noise Barrier"), the following conditions shall apply—

- (a) the Purchaser shall within such period as may be required by the Director at the Purchaser's own expense design, erect and construct the Noise Barrier in accordance with the plans approved by the Building Authority and in all respects in compliance with the Buildings Ordinance and to the satisfaction of the Director;
- (b) no foundation or support for the Noise Barrier may be erected on, upon or underneath any Government land adjoining the lot;
- (c) no alteration, addition, replacement or attachment whatsoever shall be made or affixed to or upon the Noise Barrier or any part or parts thereof except with the prior written approval of the Director;
- (d) the Purchaser shall at all times and at his own expense uphold, maintain and repair the Noise Barrier or (where approved by the Director) any replacement thereof in good and substantial repair and condition in all respects to the satisfaction of the Director of Environmental Protection, and if temporary road closure or traffic diversion shall be required for carrying out any works under this Special Condition, written agreement of the C for T on the temporary traffic arrangement shall have been obtained before commencement of any works;
- (e) the Noise Barrier shall not be used for any purpose other than as a noise barrier, and except with the prior written consent of the Director, the Purchaser shall not use or suffer or allow to be used the Noise Barrier or any part or parts thereof for advertising or for the display of any signs, notices or posters whatsoever;
- (f) subject to the prior written approval of the Director, the Purchaser, his contractors, agents, workmen and any other persons authorized by the Purchaser shall be permitted to enter

into the Government land adjoining the lot with or without tools, equipment, plant, machinery or motor vehicles for the purpose of carrying out any works under this Special Condition in relation to the part or parts of the Noise Barrier projecting over the Government land;

- (g) the Purchaser shall at all times take such precautions as may be necessary to prevent any damage or injury being caused to any Government land adjoining the lot and the Noise Barrier or to any persons or vehicles entering or using any Government land adjoining the lot and the Noise Barrier as a result of the erection, construction, presence, use, repair, maintenance, inspection, cleaning, renewal, alteration, replacement, demolition or removal of the Noise Barrier or any part or parts thereof or the addition or attachment to the Noise Barrier or any part or parts thereof;
- (h) the Director shall, at any time and at his sole and absolute discretion, have the right to serve upon the Purchaser a written notice requiring the Purchaser to demolish and remove any part or parts of the Noise Barrier that project over the Government land without any replacement within 6 calendar months from the date of the written notice and upon receipt of such written notice, the Purchaser shall at his own expense demolish and remove such part or parts of the Noise Barrier within such period as stipulated in such written notice and in all respects to the satisfaction of the Director;
- (i) in the event of the non-fulfilment of any of the Purchaser's obligations under this Special Condition, the Government may carry out the necessary works and the Purchaser 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 binding on the Purchaser;
- (j) the Purchaser shall at all times throughout the term hereby agreed to be granted permit the Government, the Director of Environmental Protection, the Director, their officers, contractors, agents, workmen and any other persons authorized by any of them with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purposes of inspecting, checking and supervising any works to be carried out in accordance with sub-clauses (a), (d) and (h) of this Special Condition and carrying out any works in accordance with sub-clause (i) of this Special Condition or any other works which the Director of Environmental Protection or the Director may consider necessary;
- (k) the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in

No liability

connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under this Special Condition; the carrying out of any works by the Government under sub-clause (i) of this Special Condition; or the exercise or non-exercise by the Government, the Director of Environmental Protection, the Director, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clause (j) of this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance; and

Indemnity by the Purchaser

- (1) the Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under this Special Condition; the carrying out of any works by the Government under sub-clause (i) of this Special Condition; or the exercise or non-exercise by the Government, the Director of Environmental Protection, the Director, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clause (j) of this Special Condition.

Sewerage impact assessment

- (38) (a) (i) The Purchaser shall within 6 calendar months from the date of this Agreement or such other period as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Director of Environmental Protection, submit or cause to be submitted to the Director of Environmental Protection for his approval in writing a sewerage impact assessment (hereinafter referred to as "the SIA") of the development of the lot, containing, among others, such information and particulars as the Director of Environmental Protection may require, including all adverse sewerage impacts on and as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works, unless the Director of Environmental Protection agrees in writing that the submission of the SIA can be dispensed with.
- (ii) The technical aspects of the SIA shall be undertaken by a member of the Hong Kong Institution of Engineers with civil engineering as the specialist discipline or a chartered civil engineer.
- (b) The Purchaser shall at his own expense and within such time limit as may be stipulated by the Director of Environmental Protection carry out and implement the recommendations contained in the SIA as approved by the Director of Environmental Protection under sub-clause (a) of this Special Condition (hereinafter referred to as "the Approved SIA Mitigation Measures") in all respects to the satisfaction of the Director of Environmental Protection and the Director of Drainage Services.

(c) No building works (other than site formation works) shall be commenced on the lot or any part thereof until the SIA shall have been approved in writing by the Director of Environmental Protection under sub-clause (a) of this Special Condition.

(d) For the avoidance of doubt and without prejudice to the generality of General Condition No. 5 hereof, the Purchaser hereby accepts and acknowledges that the Purchaser shall have the sole responsibility to carry out and implement at his own expense the Approved SIA Mitigation Measures in all respects to the satisfaction of the Director of Environmental Protection and the Director of Drainage Services.

No liability

(e) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Indemnity by the Purchaser

(f) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under this Special Condition.

Geotechnical difficult site

(39) (a) The Purchaser hereby accepts and acknowledges that the lot may be geotechnically difficult to develop or redevelop and accepts that upon any development or redevelopment of the lot, extensive geotechnical investigations will be required. The Purchaser further accepts that such investigations may reveal the need for a high level of involvement of an experienced geotechnical engineer both in the design and in the supervision of geotechnical aspects of the works required to be carried out on the lot. The Purchaser hereby accepts and acknowledges that all costs, charges, fees or expenses whatsoever arising out of any geotechnical investigations, design works, construction, supervision or any other matters whatsoever will be entirely his own responsibility and the Purchaser further accepts and acknowledges that the Government shall be under no liability whatsoever in respect of any such costs, charges, fees or expenses.

(b) Upon development or redevelopment of the lot or any part thereof, the Purchaser shall at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigations and such foundation, formation and landslide preventive, mitigation and remedial works on the lot and on such adjacent areas outside the lot as the Director may at his absolute discretion require.

Ground settlement

(40) (a) The Purchaser hereby accepts and acknowledges that the lot has been formed from reclamation over seabed, and that as a result, some future changes in the levels of the lot are inevitable, whether as a result of ground settlement including residual settlement or consolidation of underlying and filling materials or otherwise.

(b) The Purchaser undertakes that, prior to any development or redevelopment of the lot, he shall at his own expense, undertake a detailed geotechnical study of the ground conditions of the lot to provide for any future changes in the levels of the lot which may occur. The Purchaser shall take due account of the findings of the study in the design of all infrastructure works, buildings, structures, services, utility connections, internal roads, bridges, footbridges and pavements or any other works (hereinafter collectively referred to as “the Infrastructure Works”) and shall carry out all his obligations under these Conditions in such a way as to ensure that the Infrastructure Works are not adversely affected by any settlement or changes in the levels of the lot which may occur in the future or which would have been reasonably foreseeable.

(c) The Purchaser hereby accepts and acknowledges that all additional costs, charges, fees and expenses whatsoever, whether in respect of geotechnical studies, the Infrastructure Works or works to protect against or remedy future changes in the levels of the lot shall be his sole responsibility and that the Government shall be under no liability whatsoever to the Purchaser, his successors or assigns in respect of any such costs, charges, fees and expenses.

(d) The Purchaser for and on behalf of himself, his successors and assigns hereby expressly waives any and all claims he or they may have against the Government as a result of or arising out of the reclamation works, and for and on behalf of himself, his successors and assigns hereby releases the Government from any liability which may arise in the future relating to or arising from the reclamation of the lot, or any ground or residual settlement or changes in the levels of the lot. The Purchaser for and on behalf of himself, his successors and assigns covenants that he or they will not take any proceedings, or make any demand or claim against the Government in connection with the reclamation works or as a result of any ground or residual settlement or changes in the levels of the lot which may occur in the future, howsoever arising, and whether or not any such settlement or changes in the levels of the lot were reasonably foreseeable. All assignments of the lot or any interests in the lot shall be subject to, inter alia, this sub-clause (d).

Automatic meter
reading for fresh
water supplies

(41) (a) The Purchaser shall on or before 31 March 2032 or such other date as may be approved by the Director, at the Purchaser’s own expense and in all respects to the satisfaction of the Water Authority (as defined in the Waterworks Ordinance, any regulation made thereunder and any amending legislation (hereinafter referred to as “the Waterworks Ordinance”)) provide and install an outstation or outstations together with facilities and associated equipment as may be required by the Water Authority at its sole discretion on the lot or any part thereof or within any building or buildings erected or to be erected thereon for automatic meter reading for fresh water supplies (such outstation or outstations together with the facilities and associated equipment as aforesaid are hereinafter collectively referred to as “the AMR Outstations”) in accordance with the AMR Outstation Proposals as approved by the Water Authority under sub-clause (b) of this Special Condition and the Waterworks Ordinance.

(b) The Purchaser shall at his own expense and in all respects to the satisfaction of the Water Authority submit or cause to be submitted to the Water Authority for its approval in writing proposals for the provision and installation of the AMR Outstations (hereinafter referred to as “the AMR Outstation Proposals”), containing, among others, such information and particulars as the Water Authority at its sole discretion may require, including but not limited to–

- (i) a layout plan showing the locations of the AMR Outstations;
- (ii) details of the design, layout and equipment for building up the AMR Outstations; and
- (iii) details of the area or space designated or to be designated for accommodating the AMR Outstations and facilitating inspection and maintenance thereof (the said area or space as approved by the Water Authority is hereinafter referred to as “the Area or Space”).

(c) No provision or installation works of the AMR Outstations shall be commenced on the lot until the AMR Outstation Proposals shall have been approved in writing by the Water Authority under sub-clause (b) of this Special Condition. The AMR Outstations provided and installed in accordance with the AMR Outstation Proposals approved under sub-clause (b) of this Special Condition are hereinafter referred to as “the Approved AMR Outstations”.

(d) The Purchaser shall at his own expense and in all respects to the satisfaction of the Water Authority, operate, maintain and repair the Approved AMR Outstations in good repair and operational condition until the Approved AMR Outstations shall have been delivered up to the Water Authority in accordance with sub-clause (g) of this Special Condition.

(e) No structure, object or material of whatever nature which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement and re-provisioning of the Approved AMR Outstations shall be erected or placed on, over, above, under, below or within the Area or Space. Where in the opinion of the Water Authority (whose opinion shall be final and binding on the Purchaser), there are structures, objects or materials erected or placed on, over, above, under, below or within the Area or Space which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement or re-provisioning of the Approved AMR Outstations, the Water Authority shall be entitled by notice in writing to call upon the Purchaser, at the Purchaser’s own expense and in all respects to the satisfaction of the Water Authority, to demolish or remove such structures, objects or materials and to reinstate the Area or Space within such period as specified in the notice.

(f) In the event of the non-fulfilment of any of the Purchaser’s obligations under sub-clauses (a), (d) and (e) of this Special Condition, the Water Authority may carry out the necessary works at the cost of the Purchaser who shall pay to the Water Authority on demand a sum equal to the cost thereof, such sum to be determined by the Water Authority whose determination shall be final and binding on the Purchaser.

(g) The Approved AMR Outstations or any of them as required shall be delivered up to the Water Authority by the Purchaser on demand on such date as specified by the Water Authority in writing, and in any event shall be deemed to have been delivered up to the Water Authority by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.

(h) The Purchaser shall at all times throughout the term hereby agreed to be granted permit the Water Authority, its officers, contractors, agents, its or their workmen and any other persons authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purposes of—

- (i) inspecting, checking and supervising any works required to be carried out by the Purchaser under sub-clauses (a), (d) and (e) of this Special Condition;
- (ii) carrying out any works under sub-clause (f) of this Special Condition; and
- (iii) inspecting, checking, operating, maintaining, repairing, renewing, demolishing, removing, replacing and re-provisioning the Approved AMR Outstations or any of them after they shall have been delivered up to the Water Authority in accordance with sub-clause (g) of this Special Condition and any other works which the Water Authority may consider necessary.

No liability

(i) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under sub-clauses (a), (d) and (e) of this Special Condition; or the exercise or non-exercise by the Water Authority, its officers, contractors, agents, its or their workmen or any other persons authorized by the Water Authority of any of the rights conferred under sub-clauses (f) and (h) of this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Indemnity by the Purchaser

(j) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under sub-clauses (a), (d) and (e) of this Special Condition; or the exercise or non-exercise by the Water Authority, its officers, contractors, agents, its or their workmen or any other persons authorized by the Water Authority of any of the rights conferred under sub-clauses (f) and (h) of this Special Condition.

Provisional Gold Rating

(42) The Purchaser shall, on or before compliance with Special Condition No. (2) hereof, at his own expense obtain a Provisional Gold Rating or above for the building or buildings erected or to be erected on the lot from the Hong Kong Green Building Council or such other equivalent body as may be approved by the Director.

(43) Wherever in these Conditions it is provided that—

Supervisory and overhead charges

(a) the Government or any public officer shall or may carry out works of any description on the lot or any part thereof or outside

the lot (whether on behalf of the Purchaser or on the failure of the Purchaser to carry out such works or otherwise) at the cost of the Purchaser or that the Purchaser shall pay or repay to the Government or the public officer on demand the cost of such works, such cost shall include such supervisory and overhead charges as may be fixed by the Government or the public officer; or

Prior approval or consent

- (b) the prior approval or consent of the Government or any public officer is required, it or he may give the approval or consent on such terms and conditions as it or he sees fit or refuse it at its or his absolute discretion; and
- (c) for the purpose of this Special Condition, “public officer” shall be as defined in the Interpretation and General Clauses Ordinance, any regulation made thereunder and any amending legislation.

Definition of gross floor area

(44) (a) For the purposes of these Conditions, the expression “gross floor area” means the area contained within the external faces of the external walls (or in the absence of such walls the external perimeters) of any building or buildings erected or to be erected on the lot measured at each floor level (including any floor below the ground level of the lot), together with the area of each balcony in such building or buildings, which shall be calculated from the overall dimensions of the balcony (including the thickness of the sides thereof). For the purpose of this sub-clause (a), the decision of the Director as to what constitutes the ground level of the lot shall be final and binding on the Purchaser.

(b) Notwithstanding sub-clause (a) of this Special Condition, the Director at his sole discretion may—

(i) in calculating the gross floor area of any building or buildings erected or to be erected on the lot (in addition to any floor space which may be excluded by Special Conditions Nos. (10)(b), (11)(b), (12)(b), (13)(b) and (26) hereof), exclude—

(I) any sunshade, reflector or floor space that he is satisfied is constructed or intended to be used solely for the parking or for the loading or unloading of motor vehicles or occupied solely by machinery or equipment for any lift, air-conditioning or heating system or any similar service and any space for refuse disposal;

(II) any structure or floor space, including but not limited to balcony, utility platform, corridor, lift lobby, communal sky garden, acoustic fin, noise barrier, wing wall, wind catcher or funnel, non-structural prefabricated external wall the thickness of which does not exceed 150 millimetres, or any part thereof (hereinafter collectively referred to as “Environmentally Friendly or Innovative Features”) and any other structure or floor space which in the

opinion of the Building Authority is an Environmentally Friendly or Innovative Feature (as to which the opinion of the Building Authority shall be conclusive) and which, for that reason, has been excluded by the Building Authority from the calculation of gross floor area under the Buildings Ordinance; and

(III) any structure or floor space other than that referred to in sub-clauses (b)(i)(I), (b)(i)(II) and (b)(ii) of this Special Condition, which has been excluded by the Building Authority from the calculation of gross floor area under the Buildings Ordinance provided that the Director at his sole discretion may require the payment by the Purchaser of an additional premium and administrative fee as shall be determined by the Director for any structure or floor space excluded under this sub-clause (b)(i)(III); and

Calculation of gross floor area in buildings with curtain wall system forming external face of building

(ii) accept, for the purpose of calculating the gross floor area, the outer face of the structural elements of any building or buildings erected or to be erected on the lot as the external wall where a curtain wall system forms the external face of any building or buildings erected or to be erected on the lot provided that the curtain wall system shall project no more than 200 millimetres from the outer face of the structural elements and the outer face of the structural elements may be accepted by the Building Authority as the external wall for the purpose of calculating the gross floor area and provided also that the Director shall have the sole discretion in deciding what comprises a structural element of any building or buildings erected or to be erected on the lot.

(c) Communal sky gardens and any other structure or floor space referred to in sub-clause (b)(i) of this Special Condition shall, if so required by the Director, be designated as and form part of the Common Areas.

No grave or columbarium permitted

(45) No grave or columbarium shall be erected or made on the lot, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.

Contracts (Rights of Third Parties) Ordinance

(46) Notwithstanding any other provisions of this Agreement, including any provision which purports to confer a benefit on a person who is not a party to this Agreement, this Agreement is not intended to and does not give any person who is not a party to this Agreement any right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Ordinance, any regulation made thereunder and any amending legislation; and a person who is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Ordinance, any regulation made thereunder and any amending legislation to enforce any provision of this Agreement.