

EXPLANATORY STATEMENT

Lot No. 678 in Demarcation District Peng Chau

This Explanatory Statement is issued for the guidance of those who are interested in applying for the sale of Lot No. 678 in Demarcation District Peng Chau (hereinafter referred to as “the Lot”). It shall not form part of the Particulars and Conditions of Sale by Public Auction or the Tender Notice, Form of Tender and Conditions of Sale by Public Tender for the Lot, as the case may be, nor shall it be taken into consideration in the interpretation or construction thereof.

Interested applicants should note that the attached draft Special Conditions for the sale of the Lot (hereinafter referred to as “the Special Conditions”) and the Information Statement accompanying the Special Conditions (hereinafter referred to as “the Information Statement”) do not constitute an offer. The Special Conditions and the Information Statement are supplied only for their reference in making an assessment of the minimum price they wish to offer for purchase of the Lot in accordance with the Procedure for Land Sale under the Application System as contained in the Explanatory Note dated 2 February 2012 issued by the Lands Department.

The Government of the Hong Kong Special Administrative Region reserves the right to make any amendments to the Special Conditions and the Information Statement as it deems fit or withdraw the Lot from sale at any time before the Lot is sold. Interested applicants are advised to check with Lands Department Headquarters (Tel. No.: 2116 0779) for the latest version of the Special Conditions and the Information Statement before they submit an application.

Information Statement

Lot No. 678 in Demarcation District Peng Chau

This Information Statement is issued for the information of prospective purchasers (hereinafter referred to as “prospective purchasers”) of Lot No. 678 in Demarcation District Peng Chau (hereinafter referred to as “the Lot”). It shall not form part of the Particulars and Conditions of Sale by Public Auction or the Tender Notice, Form of Tender and Conditions of Sale by Public Tender for the Lot, as the case may be, nor shall it be taken into consideration in the interpretation or construction thereof.

Prospective purchasers should note that the Lot is currently zoned “Other Specified Uses” annotated “Comprehensive Residential Development including a Commercial Complex” (hereinafter referred to as “the Zone”) on the approved Peng Chau Outline Zoning Plan No. S/I-PC/10. The planning intention of the Zone is primarily for a low-rise and low-density comprehensive residential cum commercial development. To facilitate appropriate planning control over the development mix, scale, design, layout and provision of development, development within the Zone would require approval from the Town Planning Board by way of planning application mechanism under the Town Planning Ordinance (Cap.131). Prospective purchasers should also note that the Peng Chau Outline Zoning Plan may be amended from time to time in accordance with the provisions of the Town Planning Ordinance.

If further information or assistance is required, please contact **the Planning Enquiry Counters of the Planning Department (Hotline : 2231 5000) (17/F, North Point Government Offices, 333 Java Road, North Point, Hong Kong and 14/F, Sha Tin Government Offices, 1 Sheung Wo Che Road, Sha Tin, New Territories).**

August 2010

SPECIAL CONDITIONS

- Possession (1) Subject to payment of the balance of the premium as provided in General Condition No. hereof and subject to the provisions of General Condition No. 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 the day of , 20 . **(54 months from the date of Agreement)**
- 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 non-industrial (excluding residential care home, godown, office, hotel and petrol filling station) purposes.
- 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 who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.
- Landscaping (5) (a) The Purchaser shall at his own expense submit to the Director for his approval a landscape plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition.
- (b)(i) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants;
- (ii) Not less than 50% of the 20% referred to in sub-clause (b)(i) of this Special Condition (hereinafter referred to as "the Greenery Area") shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot;
- (iii) The decision of the Director as to which landscaping works proposed by the Purchaser constitutes the 20% referred to in sub-clause (b)(i) of this Special Condition shall be final and binding on the Purchaser; and
- (iv) The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plants.
- (c) The Purchaser shall at his own expense landscape the lot in accordance with the approved landscape plan in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved landscape plan shall be made without the prior written consent of the Director.
- (d) The Purchaser shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- (e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (15)(a)(v) hereof.

(f) In the event the lot is developed for use as a single family residence, sub-clauses (b)(ii) and (e) of this Special Condition shall not apply. The decision of the Director as to whether the lot is developed for use as a single family residence shall be final and binding on the Purchaser.

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| Development conditions | (6) Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No.) 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 Buildings Ordinance, any regulations made thereunder and any amending legislation; |
| Compliance with Town Planning Ordinance | (b) no building or buildings may be erected on the lot or any part thereof or upon any area or areas outside the lot specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area or areas outside the lot specified in these Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations 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 3,120 square metres and shall not exceed 5,200 square metres; |
| Total gross floor area (private residential) | (ii) of the total gross floor area specified in sub-clause (c)(i) of this Special Condition, the total gross floor area of any building or buildings erected or to be erected on the lot designed and intended to be used for private residential purposes shall not be less than 1,920 square metres and shall not exceed 3,200 square metres; |
| Total gross floor area (other than private residential) | (iii) of the total gross floor area specified in sub-clause (c)(i) of this Special Condition, the total gross floor area of any building or buildings erected or to be erected on the lot designed and intended to be used for non-industrial (excluding residential care home, godown, office, hotel, petrol filling station and private residential) purposes shall not be less than 1,200 square metres and shall not exceed 2,000 square metres; and |
| No guarantee | (iv) the Purchaser hereby agrees and acknowledges that the Government does not guarantee that the respective maximum gross floor areas stipulated in sub-clauses (c)(i), (c)(ii) and (c)(iii) of this Special Condition can be attained upon the development or redevelopment of the lot, and no claim for compensation and refund of premium whatsoever shall be made or claimed against the Government in the event that the said maximum gross floor areas cannot be attained; |
| Maximum site coverage | (d) the total site coverage of any building or buildings erected or to be erected on the lot shall not exceed 50% of the area of the lot; |
| Height | (e) no part of any building or other structure erected or to be erected on the lot together with any addition or fitting (if any) to such building or structure may exceed the aggregate height stipulated below:

(i) in respect of any building or structure designed and intended to be used for private residential purposes, no part of such building or structure shall exceed the aggregate height of 6 metres above |

the mean formation level of the land upon which it stands; and

- (ii) in respect of any building or structure designed and intended to be used for non-industrial (excluding residential care home, godown, office, hotel, petrol filling station and private residential) purposes, no part of such building or structure shall exceed the aggregate height of 8 metres above the mean formation level of the land upon which it stands,

provided that :

- (i) with the prior written approval of the Director, machine rooms, air-conditioning units, water tanks, stairhoods and similar roof-top structures may be erected or placed on the roof of the building so as to exceed the above height limits; and
- (ii) the Director at his sole discretion may in calculating the height of a building or structure exclude any structure or floor space referred to in Special Condition No. (29)(b)(i)(II) hereof;

and it being agreed that the decision of the Director as to which level constitutes the mean formation level of the land shall be final and binding on the Purchaser;

Maximum number of
storeys

- (f) no building or buildings erected or to be erected on the lot shall exceed two storeys including any floor or space below the level of the ground provided that the Director at his sole discretion may in calculating the number of storeys referred to in this sub-clause (f) exclude:
 - (i) any floor or space that he is satisfied is constructed or intended to be occupied solely by machinery or equipment for any lift, air-conditioning or heating system or any similar service; and
 - (ii) any structure or floor space referred to in Special Condition No. (29)(b)(i)(II) hereof; and

Building separation

- (g) (i) except with the prior written approval of the Director, any building or group of buildings erected or to be erected on the lot shall not have any projected façade length of 60 metres or more;
- (ii) for the purposes of this sub-clause (g):
 - (I) the decision of the Director as to what constitutes a building shall be final and binding on the Purchaser;
 - (II) any two or more buildings shall be treated as a group of buildings if the shortest horizontal distance between any two buildings erected or to be erected on the lot is less than 15 metres;
 - (III) the decision of the Director as to what constitutes projected façade length of a building or a group of buildings erected or to be erected on the lot shall be final and binding on the Purchaser; and
 - (IV) in calculating the projected façade length referred to in sub-clause (g)(i) of this Special Condition, gap between any two buildings shall be taken into account and the Director's decision as to the calculation shall be final and

binding on the Purchaser.

Design and disposition

- (h) the design and disposition of any building or buildings erected or to be erected on the lot shall be subject to the approval in writing 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 purpose of these Conditions "building works" and "site formation works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.

Provision of sales office and show flats

- (7) Notwithstanding the maximum gross floor area and the maximum site coverage respectively permitted under Special Conditions Nos. (6)(c) and (6)(d) hereof, the Purchaser may 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

- (8) (a) The Purchaser may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter 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 and the total site coverage respectively stipulated in Special Conditions Nos. (6)(c) and (6)(d) hereof, subject to sub-clause (d) of Special Condition No. (29) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of all the residents of the residential building or buildings 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, are not for such use shall be taken into account for such calculation.

(c) In the event that any part of the Facilities is exempted from the gross floor area and site coverage calculation 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. (15)(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 building or buildings erected or to be erected on the lot and their bona fide visitors and by no other person or persons.

(d) In the event that the lot is developed for use as a single family residence, sub-clauses (b) and (c) of this Special Condition shall not apply. The decision of the Director as to whether a building constitutes a single family residence shall be final and binding on the Purchaser.

Office accommodation for

- (9) (a) In the event of the lot or any part thereof being used for residential

watchmen and caretakers

purposes, office accommodation for watchmen or caretakers or both may be provided within the lot subject to the following conditions:

- (i) that such accommodation is in the opinion of the Director essential to the safety, security and good management of the residential building or buildings erected or to be erected on the lot;
- (ii) that such accommodation shall not be used for any purpose other than 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 purposes 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.

(b) (i) For the purpose of calculating the total gross floor area and the total site coverage respectively stipulated in Special Conditions Nos. (6)(c) and (6)(d) hereof, subject to sub-clause (d) of Special Condition No. (29) hereof, 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 shall not be taken into account. Any gross floor area in excess of the lesser of (I) or (II) below shall be taken into account for such calculations.

- (I) 0.2% of the total gross floor area of the building or buildings erected or to be erected on the lot for private residential purposes;
- (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 block of residential units erected or to be erected on the lot, whichever calculation provides the greater floor area of such accommodation or such greater floor area as may be approved in writing by the Director.

(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 purposes of sub-clause (b) of this Special Condition, neither detached, semi-detached nor terraced houses which are intended for use as single family residences shall be regarded as a block of residential units.

(d) 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. (15)(a)(v) hereof.

(e) In the event that the lot is developed for use as a single family residence, sub-clauses (a) to (d) of this Special Condition shall not apply.

(f) The decision of the Director as to whether a building constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

Quarters for watchmen and
caretakers

(10) (a) In the event of the lot or any part thereof being used for residential purposes, quarters for watchmen or caretakers or both may be provided within the lot subject to the following conditions:

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

(b) For the purpose of calculating the total gross floor area and the total site coverage respectively stipulated in Special Conditions Nos. (6)(c) and (6)(d) hereof, quarters provided within the lot in accordance with sub-clause (a) of this Special Condition with a total gross floor area of 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. (15)(a)(v) hereof.

(d) In the event that the lot is developed for use as a single family residence, sub-clauses (b) and (c) of this Special Condition shall not apply.

(e) The decision of the Director as to whether a building constitutes a single family residence shall be final and binding on the Purchaser.

Owners' Corporation/
Owners' Committee Office

(11) (a) In the event of the lot or any part thereof being used for residential purposes, one office for the use of the Owners' Corporation or the Owners' Committee may be provided within the lot provided that:

- (i) such office shall not be used for any purpose other than for meetings and administrative work of the Owners' Corporation or 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 any such office shall first be approved in writing by the Director.

(b) For the purpose of calculating the total gross floor area and the total site coverage respectively stipulated in Special Conditions Nos. (6)(c) and (6)(d) hereof, subject to sub-clause (d) of Special Condition No. (29) hereof, an office provided within the lot in accordance with sub-clause (a) of this Special Condition which does not exceed 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 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. (15)(a)(v) hereof.

(d) In the event that the lot is developed for use as a single family residence, sub-clauses (a), (b) and (c) of this Special Condition shall not apply.

(e) The decision of the Director as to whether a building constitutes a single family residence shall be final and binding on the Purchaser.

No exempt building

(12) 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 regulations made thereunder and any amending legislation is exempted from the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation.

Restriction on alienation
before compliance

(13) 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 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 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 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, any regulations made thereunder and any amending legislation, 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;
 - (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;

- (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 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 (appointed by the Purchaser under the Buildings Ordinance 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 only 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

(14) Every assignment, mortgage, charge, underletting for more than three 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)

(15) (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 or 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 approval in writing 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 or amendments to it) must be registered by Memorial against the lot in 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 consent 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 may not assign, mortgage or charge (except by building mortgage or charge under Special Condition No. (13)(d) hereof) or otherwise dispose of or part with the possession of any undivided shares 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 said undivided shares in 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 (viii) hereof, on termination of the manager's appointment the manager must assign the said undivided shares free of costs or consideration to its successor in office; and

(viii) if an Owners' Corporation is formed under the Building Management Ordinance, 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 thereon.

Restriction on partitioning

(16) The Purchaser shall not 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 in compliance with this Special Condition in such a way as to result in the site coverage of any building or buildings or part of any building or buildings standing on any section so partitioned being in excess of 50% of the area of such section. Where the lot has been partitioned in compliance with the said site coverage requirement, the provisions in Special Condition No. (15) hereof shall be applicable to each of the sections so partitioned, with references to "the lot" under the said Special Condition being replaced and substituted by the relevant section.

Vehicular access

(17) The Purchaser shall have no right of ingress or egress to or from the lot for the passage of motor vehicles.

Set back

(18) 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

(19) (a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any 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 or 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. (18) 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 the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such 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, and drainage or 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.

No rock crushing

(20) No rock crushing plant shall be permitted on the lot without the prior written approval of the Director.

Anchor maintenance

(21) Where prestressed ground anchors have been installed, upon development or redevelopment of the lot or any part thereof, the Purchaser shall at his own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors throughout their service life to the satisfaction of the Director and shall supply to the Director such reports and information on all such monitoring works as the Director may from time to time in his absolute discretion require. If the Purchaser shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Purchaser shall on demand repay to the Government the cost thereof.

Spoil or debris

(22) (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter 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 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 the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.

(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

(23) 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 work (hereinafter referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing 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 work 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 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 in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot 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.

Construction of drains and channels

(24) (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 the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.

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 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 cost 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.

No salt water supply for flushing

(25) Consent to use temporary mains fresh water for flushing will be given, provided that the Purchaser will be required to install plumbing suitable for the use

of salt water and to accept salt water supply if available in future and provided further that where the Purchaser provides or agrees to provide at his own expense a private salt water supply for any heating, cooling, humidification or other purposes, the Government will not grant the aforesaid temporary mains fresh water or salt water supply as the case may be from Government mains for flushing purposes.

Ground settlement

(26) (a) The Purchaser acknowledges that the lot has been formed from reclamation over seabed, and that as a result, some future change in the levels of the lot is inevitable, whether as a result of 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, whether as a result of ground settlement including residual settlement. 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 referred to as "the infrastructure works") and shall ensure that the infrastructure works are not adversely affected by any future settlement or changes in the levels of the lot which would have been reasonably foreseeable.

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

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

Seawall

(27) (a) The Purchaser shall not carry out or permit to be carried out any works whether within or outside the lot and which in the opinion of the Director (whose opinion shall be final and binding on the Purchaser) adversely affects or is likely to adversely affect the existing seawall in the vicinity of the lot (hereinafter referred to as "the Seawall").

(b) Throughout the term hereby agreed to be granted the Purchaser shall not cause any damage whatsoever to the Seawall.

(28) Wherever in these Conditions it is provided that:

Supervisory and overhead
charges

(a) the Government or its duly authorized officers 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 to its duly

authorized officers on demand the cost of such works, such cost shall include such supervisory and overhead charges as may be fixed by the Government or by its duly authorized officers; or

Prior approval or consent

- (b) the prior approval or consent of the Government or its duly authorized officers is required, they may give the approval or consent on such terms and conditions as they see fit or refuse it at their absolute discretion.

Definitions of gross floor area and site coverage

(29) (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 level of the ground), 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), and the expression "site coverage" means the area of the lot or part of the lot that is covered by any building or buildings or part of such buildings erected thereon.

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

- (i) in calculating the gross floor area or the site coverage 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. (8)(b), (9)(b), (10)(b) and (11)(b) hereof), subject to sub-clause (d) of this Special Condition, exclude:
- (I) any sunshade, reflector, any floor space that he is satisfied is constructed or intended to be 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, any 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 (all hereinafter 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 or site coverage under the Buildings Ordinance, any regulations made thereunder and any amending legislation;
 - (III) any structure or feature, including but not limited to elevated garden, lawn, terrace and external staircase from the calculation of site coverage provided that the design and size of such structures or features shall be subject to the prior written approval of the Director; and
 - (IV) any structure or floor space other than as referred to in sub-clauses (b)(i)(I), (b)(i)(II), (b)(i)(III) and (b)(ii) of

this Special Condition, which has been excluded by the Building Authority from the calculation of gross floor area or site coverage under the Buildings Ordinance, any regulations made thereunder and any amending legislation 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 any floor space excluded under this sub-clause; and

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

- (ii) accept, for the purpose of calculating the gross floor area and the site coverage, the outer face of the structural elements of the 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 outer face of the curtain wall system shall project no more than 300 millimetres from the outer face of the structural elements 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 referred to in Special Condition No. (15)(a)(v) hereof.

Cap on concession

(d)(i) The floor spaces of the features listed in sub-clause (e) of this Special Condition which serve or are intended to serve the building or buildings erected or to be erected on the lot for:

- (I) non-industrial (excluding residential care home, godown, office, hotel, petrol filling station and private residential) purposes which may in accordance with these Conditions be excluded from the calculation of the total gross floor area stipulated in sub-clause (c)(iii) of Special Condition (6) hereof shall not in the aggregate exceed 10% of the total gross floor area of the building or buildings erected or to be erected on the lot or any part or parts of the building or buildings to be used for such purposes; and
- (II) private residential purposes which may in accordance with these Conditions be excluded from the calculation of the total gross floor area stipulated in sub-clause (c)(ii) of Special Condition (6) hereof shall not in the aggregate exceed 10% of the total gross floor area of the building or buildings erected or to be erected on the lot or any part or parts of the building or buildings to be used for such purposes,

provided that the decision of the Building Authority as to whether any floor space of the features listed in sub-clause (e) of this Special Condition or any part thereof falls within sub-clause (d)(i)(I) or (d)(i)(II) of this Special Condition shall be final and binding on the Purchaser.

(ii) In calculating the total gross floor areas of the building or buildings erected or to be erected on the lot or any part or parts of the building or buildings referred to respectively in sub-clauses (d)(i)(I) and (d)(i)(II) 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

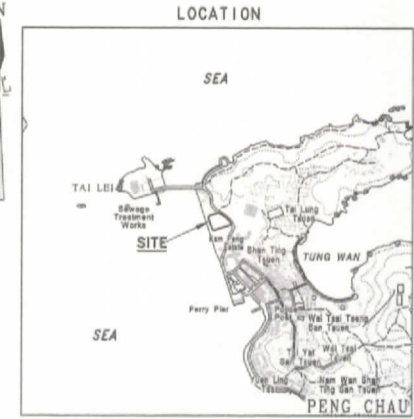
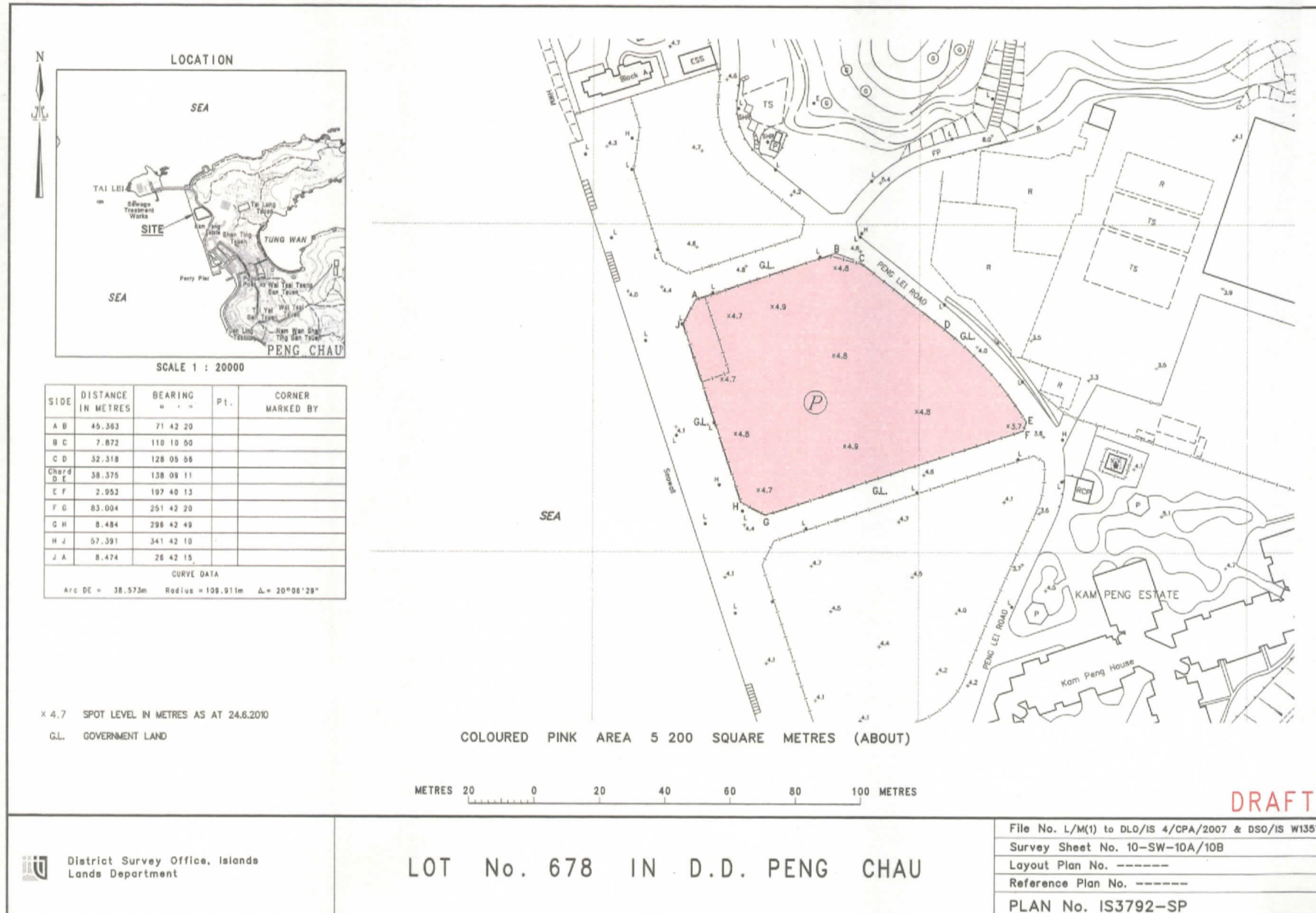
be erected on the lot in accordance with these Conditions as to which the decision of the Director shall be final and binding on the Purchaser.

(e) The features referred in sub-clause (d)(i) of this Special Condition are :

- (i) the Facilities provided in accordance with Special Condition No. (8) hereof;
- (ii) office accommodation for watchmen or caretakers or both provided in accordance with Special Condition No. (9) hereof;
- (iii) office for the use of the Owners' Corporation or the Owners' Committee provided in accordance with Special Condition No. (11) hereof;
- (iv) plant room which has been decided by the Building Authority as non-mandatory or non-essential plant room including but not limited to boiler room, room occupied by machinery or equipment for air-conditioning or heating system, SMATV room (as to which the decision of the Building Authority shall be final and binding on the Purchaser), and pipe duct and air duct connected to such plant room;
- (v) chimney shaft;
- (vi) portion of lift shaft which has been decided by the Building Authority as larger lift shaft (as to which the decision of the Building Authority shall be final and binding on the Purchaser);
- (vii) covered walkway, trellis and horizontal screen not landscaped to the satisfaction of the Building Authority (as to which the decision of the Building Authority shall be final and binding on the Purchaser);
- (viii) corridor, lift lobby, balcony, utility platform, and non-structural prefabricated external wall the thickness of which does not exceed 150 millimetres;
- (ix) void over main or common entrance of the building or buildings erected or to be erected on the lot which are intended to be used for non industrial (excluding residential) purposes, void in duplex unit in the building or buildings erected or to be erected on the lot which are intended to be used for private residential purpose, and void in detached, semi-detached or terraced house erected or to be erected on the lot which is intended for use as a single family residence, and the decision of the Director as to whether the house is intended for use as a single family residence shall be final and binding on the Purchaser; and
- (x) projection which projects more than 750 millimetres from the external wall of the building or buildings erected or to be erected on the lot.

No grave or columbarium
permitted

(30) 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.



SCALE 1 : 20000

SIDE	DISTANCE IN METRES	BEARING " " "	Pt.	CORNER MARKED BY
A B	45.563	71 42 20		
B C	7.872	110 10 00		
C D	32.318	128 05 56		
Chord D E	38.375	138 08 11		
E F	2.953	197 40 13		
F G	83.004	251 42 20		
G H	8.484	298 42 49		
H J	57.391	341 42 10		
J A	8.474	28 42 15		

CURVE DATA
Arc DE = 38.573m Radius = 109.911m Δ = 20°06'28"

x 4.7 SPOT LEVEL IN METRES AS AT 24.6.2010
G.L. GOVERNMENT LAND

COLOURED PINK AREA 5 200 SQUARE METRES (ABOUT)



District Survey Office, Islands
Lands Department

LOT No. 678 IN D.D. PENG CHAU

DRAFT

File No. L/M(1) to DLO/IS 4/CPA/2007 & DSO/IS W1357
Survey Sheet No. 10-SW-10A/10B
Layout Plan No. -----
Reference Plan No. -----
PLAN No. IS3792-SP

Date : 13.7.2010