

EXPLANATORY STATEMENT

SHA TIN TOWN LOT NO. 567

This Explanatory Statement is issued for the guidance of those who are interested in applying for the sale of Sha Tin Town Lot No. 567 (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”) do not constitute an offer. The Special Conditions 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 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 before they submit an application.

SPECIAL CONDITIONS

- Possession (1) Subject to payment 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 have been 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, byelaws 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____. (66 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 private residential purposes.
- Development conditions (4) 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) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 17,730 square metres and shall not exceed 29,550 square metres;
- Height (d) 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 in the aggregate exceed a height of 224 metres above the Hong Kong Principal Datum, 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 limit; 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. (36)(b)(i)(II) hereof; and
- Building separation (e) (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 (e):

- (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 (e)(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 (f) 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. 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.
- Building set back (5) Except with the prior written consent of the Director and in conformity with any conditions imposed by him including the payment of any administrative fee and premium as he may require, no building, structure, support for any building or buildings or any structure or structures, or projection shall be erected or constructed within the area shown coloured pink stippled black on the plan annexed hereto (hereinafter referred to as "the Pink Stippled Black Area") at the ground level or levels or within the air space extending upwards from the ground level or levels of the Pink Stippled Black Area to a height of 15 metres. For the purpose of this Special Condition, the decision of the Director as to what constitutes the ground level or levels shall be final and binding on the Purchaser.
- Provision of sales office and show flats (6) Notwithstanding the user restriction and the maximum gross floor area permitted under Special Condition Nos. (3) and (4)(c) hereof, 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 a separate temporary structure 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 (7) (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 stipulated in

Special Condition No. (4)(c) hereof, subject to Special Condition No. (36)(d) 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 block or blocks 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 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 block or blocks erected or to be erected within 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 provided that the decision of the Director as to whether a building constitutes a single family residence shall be final and binding on the Purchaser.

Preservation of trees

(8) 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

(9) (a) The Purchaser shall at his own expense submit to the Director for his approval a landscape master 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) The landscape master plan shall be at a scale of 1:500 or larger and shall contain information on the landscaping proposals including a survey and treatment of existing trees, site layout and formation levels, conceptual form of building development, illustrative layout of hard and soft landscaping areas and such other information as the Director may require. No superstructure work shall be commenced on the lot or any part thereof until the landscape master plan has been approved in writing by the Director;

(ii) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants;

(iii) Not less than 50% of the 20% referred to in sub-clause (b)(ii) 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;

(iv) The decision of the Director on which landscaping works proposed by the Purchaser constitutes the 20% referred to in sub-clause (b)(ii) of this Special Condition shall be final and binding on the Purchaser; and

(v) 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 master plan in all respects to the satisfaction of the Director and no amendment, variation, alteration, modification or substitution of the approved landscape master plan shall be made without the prior written consent of the Director.

(d) The Purchaser shall thereafter at his own expense keep and maintain 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)(iii) 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.

Office
accommodation for
watchmen and
caretakers

(10) (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 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 stipulated in Special Condition No. (4)(c) hereof, subject to Special Condition No. (36)(d) 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;

(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

(11) (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 blocks of residential units 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 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 stipulated in Special Condition No. (4)(c) 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

(12) (a) 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 stipulated in Special Condition No. (4)(c) hereof, subject to Special Condition No. (36)(d) hereof, 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 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 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

(13) 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

(14) 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 percent 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.

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. (14)(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 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 (viii) of this Special Condition, 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;
- (viii) if an Owners' Corporation is formed under the Building Management Ordinance (Cap. 344), 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.

Registration

(16) 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.

Restriction on partitioning

(17) 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. (15) 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.

Residential Parking
Spaces

- (18) (a)(i)(I) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Residential Parking Spaces") at a 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 unless the Director consents to a rate for or to a number of the Residential Parking Spaces different from those set out in the table below;

Size of each residential unit	No. of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 13.3 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 8 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 3.2 residential units or part thereof
Not less than 100 square metres but less than 160 square metres	One space for every 1.6 residential units or part thereof
Not less than 160 square metres	One space for every 1.0 residential unit or part thereof

- (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 shall be the aggregate of the respective number of the Residential Parking Spaces calculated by reference to the respective size of each residential unit set out in the table of sub-clause (a)(i)(I) of this Special Condition. For the purpose of these Conditions, the term "size of each residential unit" in terms of gross floor area shall mean the sum of (A) and (B) below:

(A) the gross floor area in respect 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 two 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 are not taken into account for the calculation of gross floor area stipulated in Special Condition No. (4)(c) hereof; and

(B) the pro-rata gross floor area of the Residential Common Area (as hereinafter defined) in respect of a residential unit. In so calculating, the total gross floor area of residential common area, which is for common use and benefit of all residents of the building or buildings 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 are not taken into account for the calculation of gross floor area stipulated in Special Condition No. (4)(c) 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:

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

(ii) Where detached or semi-detached house or houses are provided within the lot, the Residential Parking Spaces shall be provided :

(I) at the rate of 1.5 spaces for every detached or semi-detached house where the gross floor area of the detached or semi-detached house is between 160 square metres and 219.9 square metres and at the rate of 2 spaces for every detached or semi-detached house where the gross floor area of the detached or semi-detached house is larger than 219.9 square metres provided that if the number of spaces to be provided under this sub-clause (ii)(I) is a decimal number, the same shall be rounded up to the next whole number; and

(II) at the rate of 1 space for every detached house or semi-detached house where the gross floor area of the detached or semi-detached house is smaller than 160 square metres.

Visitors' parking spaces

(iii) If more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the building or buildings erected or to be erected on the lot shall be provided at a rate of 1 space for every such block of residential units or at such other rates as may be approved by the Director subject to a minimum of one space being provided. For the purpose of this sub-clause, detached, semi-detached and terraced houses which are intended for use as single family residences shall not be regarded as residential units nor a block of residential units.

(iv) The spaces provided under sub-clauses (a)(i)(I) (as may be varied under Special Condition No. (20) hereof), (a)(ii) and (a)(iii) (as may be varied under Special Condition No. (20) hereof) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein 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 car cleaning and beauty services.

(v) For the purpose of this Special Condition, the expression "detached or semi-detached house" shall mean a unit in the building or buildings erected or to be erected on the lot designed and intended to be used as a single detached residential unit or a semi-detached residential unit. The decision of the Director as to what constitutes a detached or semi-detached or terraced house shall be final and binding on

the Purchaser.

Parking spaces for
vehicles of disabled
persons

- (b) (i) Out of the spaces provided under sub-clause (a) of this Special Condition, the Purchaser shall reserve and designate spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the following rates or at such other rates as may be approved by the Director:
- (I) not less than one space for every 200 spaces provided in accordance with sub-clause (a)(i)(I) of this Special Condition (as may be varied under Special Condition No. (20) hereof) or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated); and
 - (II) one space out of the spaces provided in accordance with sub-clause (a)(iii) of this Special Condition.
- (ii) The spaces to be provided under sub-clause (b)(i) of this Special Condition shall be located at such position and level as shall be approved in writing by the Director.
- (iii) The spaces provided under sub-clause (b)(i) of this Special Condition shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees 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 car cleaning and beauty services.

Motor Cycle Parking
Spaces

- (c) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Motor Cycle Parking Spaces") at a rate of 10 percent of the total number of spaces required to be provided under sub-clauses (a)(i)(I) and (a)(iii) of this Special Condition (as may be varied under Special Condition No. (20) hereof) unless the Director consents to another rate provided that if the number of spaces to be provided is a decimal number, the same shall be rounded up to the next whole number.
- (ii) The spaces provided under sub-clause (c)(i) of this Special Condition (as may be varied under Special Condition No. (20) hereof) shall not be used for any purpose other than for the purpose set out therein 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 car cleaning and beauty services.

Dimensions of parking

- (d) (i) Each of the spaces provided under sub-clause (a) of this

spaces

Special Condition (except the parking spaces provided under sub-clause (b) of this Special Condition) shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

- (ii) Each of the spaces provided under sub-clause (b) of this Special Condition shall measure 3.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
- (iii) Each of the spaces provided under sub-clause (c) of this Special Condition shall measure 1.0 metre in width and 2.5 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.

Loading and unloading requirements

- (19) (a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at a rate of one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential units. For the purpose of this sub-clause, detached, semi-detached and terraced houses which are intended for use as single family residences shall not be regarded as residential units nor a block of residential units.
- (b) Each of the spaces provided under sub-clause (a) of this Special Condition shall measure 3.5 metres in width and 11.0 metres in length with a 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 referred to therein.

Flexibility in parking provisions

- (20) (a) Notwithstanding sub-clauses (a)(i)(I), (a)(iii) and (c)(i) of Special Condition No. (18) hereof, the Purchaser may increase or reduce the respective numbers of spaces required to be provided under the said sub-clauses by not more than 5 percent provided that the total number of spaces so increased or reduced shall not exceed 50.

Design flexibility

Demand flexibility

- (b) In addition to sub-clause (a) of this Special Condition, the Purchaser may increase or reduce the respective number of spaces required to be provided under Special Condition Nos. (18)(a)(i) and (a)(iii) hereof (without taking into account the spaces calculated in sub-clause (a) of this Special Condition) by not more than 5 percent.

Parking spaces etc. excluded from gross floor area calculation

- (21) (a) For the purpose of calculating the total gross floor area referred to in Special Condition No. (4)(c) hereof,

- (i) there shall not be taken into account

- (I) the spaces provided in accordance with Special Condition Nos. (18) and (20) hereof if they are provided below ground level; and

- (II) the spaces provided in accordance with Special Condition No. (19) hereof if they are provided at or below ground level;
- (ii) if the spaces provided in accordance with Special Condition Nos. (18) and (20) hereof are provided at or above ground level or the spaces provided in accordance with Special Condition No. (19) hereof are provided above 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. (4)(c) hereof as to which the decision of the Director shall be final and binding on the Purchaser.
- (b) Notwithstanding sub-clause (a)(ii) 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 spaces and other areas referred to in sub-clause (a)(ii) of this Special Condition from the calculation of total gross floor area stipulated in Special Condition No. (4)(c) 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 constitutes ground level or whether any space is at, above or below ground level shall be final and binding on the Purchaser.

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

- (22) (a) The Residential Parking Spaces and the Motor Cycle Parking Spaces shall not be:
- (i) 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; or
- (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot.

Provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident 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, underletting, mortgage or charge of the lot as a whole.

- Common Areas (23) The spaces provided within the lot in accordance with Special Condition Nos. (18)(a)(iii) and (19) hereof shall be designated as and form part of the Common Areas.
- Deposit of car park layout plan (24) A plan approved by the Director indicating the layout of all the parking, loading and unloading spaces to be provided within the lot in accordance with Special Condition Nos. (18), (19) and (20) hereof, or a copy of such plan certified by an Authorized Person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director. No transaction (except a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (14)(c) hereof and a building mortgage under Special Condition No. (14)(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 such deposit. The said parking and loading and unloading spaces indicated on the said approved plan shall not be used for any purpose other than for the purposes set out respectively in Special Condition Nos. (18) and (19) hereof. The Purchaser shall maintain the parking, loading and unloading spaces and other areas, including but not restricted to the lifts, landings, and manoeuvring and circulation areas, in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plan, no part of the lot or any building or structure thereon shall be used for parking purposes.
- Vehicular access (25) 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. Upon development or redevelopment of the lot, a temporary access for construction vehicles into the lot may be permitted in such position 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 or areas upon which the temporary access was constructed.
- Set back (26) 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 (27) (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. (26) 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 or professional fees and charges.

No rock crushing

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

Anchor maintenance

(29) 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

(30) (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

(31) 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 or the Green Hatched Black Area (as defined in Special Condition No. (34) hereof) or both the lot or any part thereof and the Green Hatched Black Area (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 the Green Hatched Black Area or both the lot or any part thereof and the Green Hatched Black Area 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 the Green Hatched Black Area or both the lot or any part thereof and the Green Hatched Black Area 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

(32) (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.

Possible delay in
fresh water supply
and other utilities

(33) The Purchaser hereby expressly agrees and accepts that there is no guarantee for the supply of fresh water or other utilities to the lot and the Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser arising out of or incidental to the non-provision of or possible delay in the supply of fresh water and other utilities to the lot and no claim shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance. The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever arising directly or indirectly out of or in connection with such non-provision or possible delay in supply.

Green Hatched Black
Area

(34) (a) The Purchaser shall at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigations and such slope treatment, landslide preventive, mitigation and remedial works on the areas shown coloured green hatched black on the plan annexed hereto (hereinafter referred to as "the Green Hatched Black Area") as the Director in his absolute discretion may require and shall, at all times during the term hereby agreed to be granted, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Area at any time during the term hereby agreed to be granted, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose decision shall be final and binding on the Purchaser), have also been affected. The Purchaser shall indemnify the Government, its agents and contractors against all claims, proceedings, costs, damages and expenses whatsoever incurred by reason of such landslip, subsidence or falling away. The Purchaser shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Area and, subject to the prior written approval of the Director, the Purchaser may erect fences or other barriers for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Director may have in respect of any breach of these Conditions, the Director may at any time by notice in writing call upon the Purchaser to carry out such geotechnical investigations, slope treatment, landslide preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Purchaser shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may, after the expiry of such period, execute and carry out the required works and the Purchaser shall on demand repay to the Government the cost thereof.

(b) Notwithstanding sub-clause (a) of this Special Condition, the obligations and rights of the Purchaser in respect of the Green Hatched Black Area or any part thereof under this Special Condition shall absolutely determine upon the Government giving to the Purchaser notice to that effect, and no claim for compensation shall be made against the Government or the Director or his or their duly authorized officers by the Purchaser in respect of any loss, damage or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of sub-clause (a) of this Special Condition.

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

Supervisory and overhead

(a) the Government or its duly authorized officers shall or may carry out

charges

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.

Definition of gross floor area

(36) (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).

(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 Condition Nos. (7), (10), (11), (12) and (21) 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 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, 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 calculation of gross floor area under the Buildings Ordinance, any regulations made thereunder and any amending legislation; 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, 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;

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 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 below which may in accordance with these Conditions be excluded from the calculation of the total gross floor area stipulated in Special Condition No. (4)(c) 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:
- (I) the Facilities provided in accordance with Special Condition No. (7) hereof;
 - (II) office accommodation for watchmen or caretakers or both provided in accordance with Special Condition No. (10) hereof;
 - (III) office for the use of the Owners' Corporation or the Owners' Committee provided in accordance with Special Condition No. (12) 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 in duplex unit in the building or buildings erected or to be erected on the lot, 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.

- (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 (d)(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.

No grave or columbarium permitted

- (37) 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.

