

Explanatory Statement

Tung Chung Town Lot No. 11

This Explanatory Statement is issued for the guidance of those who are interested in applying for the sale of Tung Chung Town Lot No. 11 (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.

WARNING STATEMENT

Tung Chung Town Lot No. 11

THIS LOT MAY BE GEOTECHNICALLY DIFFICULT TO DEVELOP

This Warning Statement is issued for the special attention of prospective purchasers of Tung Chung Town Lot No. 11 (hereinafter referred to as "the Lot"). This Statement does not form part of the Particulars and Conditions of Sale of the Lot (hereinafter referred to as "the Conditions of Sale"), nor shall it be taken into account in the interpretation or construction thereof.

Prospective purchasers should note that the Lot may be GEOTECHNICALLY DIFFICULT TO DEVELOP OR REDEVELOP and should note the provisions of Special Condition No. (63) of the Conditions of Sale. Prospective purchasers are strongly advised to consult an experienced geotechnical engineer prior to bidding for the Lot.

SPECIAL CONDITIONS

- Deferred possession of the lot (1) (a) 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 have been given to and taken by the Purchaser on a date to be specified in a letter to be given by the Director to the Purchaser after a certificate of completion shall have been issued under Special Condition No. (22)(b) hereof and after possession of the area as shown coloured green stippled black on the plan annexed hereto (hereinafter referred to as "the Green Stippled Black Area") shall have been re-delivered by the Purchaser to the Government in accordance with Special Condition No. (18)(b) hereof.
- No building works (b) The Purchaser shall not enter upon the lot nor carry out any building or other works thereon until possession of the lot shall be deemed to have been given by the Government in accordance with sub-clause (a) of this Special Condition, provided that site investigation works may be permitted subject to the prior written consent of the Director who may, in granting consent, impose such conditions as he may deem appropriate and provided also that nothing in this sub-clause (b) shall prejudice Special Condition Nos. (11)(b), (16)(f)(i) and (28) hereof.
- Acknowledgment of the existing Public Transport Facilities (c) The Purchaser acknowledges that there are, within the lot, some existing public transport facilities including an existing public transport terminus and other transport facilities together with bus bays, other structures, facilities, services, carriageways, passageways and street furniture (hereinafter collectively referred to as "the existing Public Transport Facilities").
- Right of the Director, etc. to enter the lot to operate and maintain the existing Public Transport Facilities (d) Prior to the delivery of possession of the lot to the Purchaser in accordance with sub-clause (a) of this Special Condition, the Director and any person or persons authorized by him shall have the right, without payment of any nature, to maintain and operate the existing Public Transport Facilities and to enter and remain on the lot for the purpose of maintenance, repair and operation of the existing Public Transport Facilities. The Purchaser shall permit the public to continue the use of the existing Public Transport Facilities.
- Indemnify Government etc. against the existing Public Transport Facilities (e) The Government, the Director and any person or persons authorized under sub-clause (d) of this Special Condition will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser by reason of the presence, maintenance, repair, operation or use of the existing Public Transport Facilities and no claim shall be made against them by the Purchaser in respect of any such loss, damage, nuisance or disturbance. The Purchaser shall indemnify and keep indemnified the Government, the Director and any person or persons authorized from and against all liabilities, claims, costs, demands, actions or proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence, maintenance, repair, operation or use of the existing Public Transport Facilities.
- Deed of Easement of Tung Chung Town Lot No. 2 (2) The lot is granted subject to the rights granted by the Government to the grantee of Tung Chung Town Lot No. 2, including his successors and assigns (hereinafter collectively referred to as "the Grantee") under the Deed of Easement dated the 16th day of October, 1999 and registered in the Land Registry by Memorial No. IS276715 (hereinafter referred to as "the Deed of Easement").
- Acknowledgment of the Roof Structures (3) (a) The Purchaser acknowledges that there are two existing layers of roof structures (hereinafter referred to as "the Roof Structures") being parts of the existing buildings erected on Tung Chung Town Lot No. 2, projecting over and overhanging upon the lot.
- Indemnify Government against the Roof Structures (b) The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser by reason of the presence of the Roof Structures or any repair or maintenance or subsequent demolition or removal thereof 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 proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence, repair, maintenance, demolition and removal of the Roof Structures.

Agreement between
the Purchaser and the
Grantee of the Deed of
Easement

(c) The Purchaser shall at his own expense enter into an agreement with the Grantee in respect of the presence, repair, maintenance, demolition and removal of the Roof Structures in accordance with the rights, terms and covenants of the Deed of Easement.

(d) The Purchaser shall permit the Director and his officers, contractors and agents and any person or persons authorized by him, the right of ingress, egress and regress to, from and through the lot for the purpose of carrying out any works which the Director may consider necessary under the Deed of Easement.

Demolition of the
existing Public
Transport Facilities

(4) (a) Subject to Special Condition No. (5) hereof, the Purchaser shall demolish and clear the existing Public Transport Facilities at his own expense after the re-delivery of possession of the Green Stippled Black Area together with Temporary Public Transport Terminus referred to in Special Condition No. (17)(a) hereof to the Government in accordance with Special Condition No. (18)(b) hereof.

(b) The Government shall have no 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 demolition and clearance of the existing Public Transport Facilities and no claim shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Reservation of the
existing vehicular and
pedestrian access and
the bus bays in the
Pink Cross-Hatched
Black Area and the
existing vehicular
access in the Pink
Hatched Black Area
and the Pink Stippled
Black Area

(5) (a) The Purchaser shall, at all times before the assignment of the Government Accommodation referred to in Special Condition No. (25)(a) hereof to F.S.I. (as hereinafter defined) in accordance with Special Condition No. (33)(a) hereof or before the delivery, upon demand by the Director, of vacant possession of the said Government Accommodation to the Government in accordance with Special Condition No. (35) hereof, whichever is the earlier, permit any person or persons authorized by the Director to operate bus fleets within the area shown coloured pink cross-hatched black on the plan annexed hereto (hereinafter referred to as "the Pink Cross-Hatched Black Area"), the area shown coloured pink hatched black on the plan annexed hereto (hereinafter referred to as "the Pink Hatched Black Area") and the area shown coloured pink stippled black on the plan annexed hereto (hereinafter referred to as "the Pink Stippled Black Area") without payment of any nature, and retain and permit the use by the Director, the public, and any person or persons authorized by the Director and without payment of any nature:

- (i) a free and unobstructed vehicular and pedestrian access linking the existing public transport terminus within Tung Chung Town Lot No. 2 to Tat Tung Road through the Pink Cross-Hatched Black Area;
- (ii) the existing bus bays within the Pink Cross-Hatched Black Area; and
- (iii) a free and unobstructed vehicular access within the Pink Hatched Black Area and the Pink Stippled Black Area.

(b) The Purchaser shall, at all times before the assignment of the Government Accommodation referred to in Special Condition No. (25)(a) hereof to F.S.I. (as hereinafter defined) in accordance with Special Condition No. (33)(a) hereof or before the delivery, upon demand by the Director, of vacant possession of the said Government Accommodation to the Government in accordance with Special Condition No. (35) hereof, whichever is the earlier, maintain a free and unobstructed access for and allow the Director and his officers, contractors and agents, and any person or persons authorized by the Director, his or their workmen with or without tools, equipment, machinery or motor vehicles to enter the Pink Cross-Hatched Black Area, the Pink Hatched Black Area and the Pink Stippled Black Area without payment of any nature for the purpose of inspecting, maintaining, repairing and renewing the vehicular and pedestrian access referred to in sub-clauses (a)(i) and (a)(iii) of this Special Condition, their associated services and structures, and the existing bus bays referred to in sub-clause (a)(ii) of this Special Condition within the Pink Cross-Hatched Black Area, the Pink Hatched Black Area and the Pink Stippled Black Area.

No claim against the Government, etc. for provision of access to the Pink Cross-Hatched Black Area, the Pink Hatched Black Area and the Pink Stippled Black Area

(c) The Government, the Director and his officers, contractors and agents and any person or persons authorized by the Director, his or their workmen shall accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser arising out of or incidental to the exercise by the Director and his officers, contractors and agents, and person or persons authorized by the Director, his or their workmen of the right of access conferred under sub-clause (b) of this Special Condition and no claim shall be made against the Government, the Director and his officers, contractors and agents and any person or persons authorized by the Director, his or their workmen by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

(d) For the purpose of carrying out the necessary works specified in Special Condition No. (25)(a) hereof, the Purchaser may divert, relocate and reprovide the existing vehicular and pedestrian access within the Pink Cross-Hatched Black Area, the existing bus bays within the Pink Cross-Hatched Black Area, and the existing vehicular access within the Pink Hatched Black Area and the Pink Stippled Black Area, to such locations, positions, alignments and levels with the prior written approval of the Director in accordance with Special Condition No. (27) hereof, in all respects to the satisfaction of the Director Provided always that rights similar to those as granted by the Purchaser under sub-clauses (a) and (b) of this Special Condition shall be reserved by and granted to the Director, the public and any person or persons authorized by the Director.

Formation of the Green Area (time limit, manner and purpose)

(6) (a) The Purchaser shall :

- (i) within 66 calendar months from the date of this Agreement or such other extended periods as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (I) lay and form those portions of future public roads shown coloured green on the plan annexed hereto but excluding the supports, columns, lifts, escalators, staircases, landings of the existing elevated walkway thereabove and any other structure or structures associated with the said elevated walkway (which portions subject to the exclusion aforesaid are hereinafter collectively referred to as "the Green Area"); and
 - (II) provide and construct such pedestrian crossing facilities, bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")

so that building, vehicular and pedestrian traffic may be carried on the Green Area;

- (ii) within 66 calendar months from the date of this Agreement or such other extended periods as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Special Condition No. (7) hereof.

Formation of the
Green Area
(non-fulfilment)

(b) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Purchaser.

No compensation on
works on the Green
Area

(c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Possession of the
Green Area

(7) For the purpose only of carrying out the necessary works specified in Special Condition No. (6) hereof, the Purchaser shall on the date on which possession of the lot is deemed to be given to him pursuant to Special Condition No. (1)(a) hereof simultaneously be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Purchaser shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (6) hereof or otherwise.

Restriction on use of
the Green Area

(8) The Purchaser shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (6) hereof.

Access to the Green
Area for inspection

(9) (a) The Purchaser shall at all reasonable times while he is in the possession of the Green Area :

- (i) permit the Government, the Director and his officers, contractors and agents and any person or persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (6)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (6)(b) hereof and any other works which the Director may consider necessary in the Green Area;
- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring land or premises, and the Purchaser shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and

- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repair, replacement and alteration of any other waterworks installations within the Green Area.

(b) The Government, the Director and his officers, contractors, agents and any other persons or public utility companies duly authorized under sub-clause (a) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors, agents and any other persons or public utility companies duly authorized under sub-clause (a) of this Special Condition.

Maintenance of the
Yellow Area

(10) (a) The Purchaser shall at his own expense maintain the area shown coloured yellow on the plan annexed hereto (hereinafter referred to as "the Yellow Area") and everything thereon, therein or thereunder in good condition and to the satisfaction of the Director at all times while he is in possession of the Yellow Area.

Possession of the
Yellow Area

(b) For the purpose only of carrying out the necessary works specified in sub-clause (a) hereof, the Purchaser shall on the date on which possession of the lot is deemed to be given to him pursuant to Special Condition No. (1)(a) hereof simultaneously be granted possession of the Yellow Area. The Purchaser shall at all reasonable times while he is in possession of the Yellow Area allow free access over and along the Yellow Area for all Government and public vehicular and pedestrian traffic.

Maintenance of the
Yellow Area
(non-fulfilment)

(c) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser.

Restriction on use of
the Yellow Area

(d) The Purchaser shall not without the prior written consent of the Director use the Yellow Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in sub-clause (a) of this Special Condition.

Re-delivery of the
Yellow Area

(e) The Yellow Area shall be re-delivered to the Government on demand and the Government reserves the right to take possession of the whole or any part or parts of the Yellow Area.

No compensation on
works on the Yellow
Area

(f) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under sub-clause (a) hereof or the exercise of the rights by the Government under sub-clause (c) hereof or otherwise, and no claim shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Access to the Yellow
Area for inspection

(g) The Purchaser shall at all reasonable times while he is in possession of the Yellow Area or any part or parts thereof:

- (i) permit the Government, the Director and his officers, contractors and agents and any person or persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Yellow Area for the purpose of carrying out the works under Special Condition No. (10)(c) hereof and inspecting, checking and supervising any works which the Director may consider necessary in the Yellow Area;
- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Yellow Area as the Government or the

relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Yellow Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Purchaser shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Yellow Area; and

- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Yellow Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repair, replacement and alteration of any other waterworks installations within the Yellow Area.

(h) The Government, the Director and his officers, contractors, agents and any other persons or public utility companies duly authorized under sub-clause (g) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors, agents and any other persons or public utility companies duly authorized under sub-clause (g) of this Special Condition.

(i) For the purpose of this Special Condition, the expression "Purchaser" shall exclude F.S.I. (as hereinafter defined).

Acknowledgment of
the means of escape
for the Public
Transport Terminus at
Tung Chung Town Lot
No. 2

(11) (a) The Purchaser acknowledges that the Pink Cross-Hatched Black Area serves as the means of escape for all persons using the existing public transport terminus within Tung Chung Town Lot No. 2 (hereinafter referred to as "the Public Transport Terminus at Tung Chung Town Lot No. 2").

Submission of
proposal

(b) Prior to the commencement of any building works (including site formation works) on the lot, the Purchaser shall submit or cause to be submitted to the Director for his written approval a proposal to establish that the development to be constructed and completed on the lot will not render the Public Transport Terminus at Tung Chung Town Lot No. 2 being in breach of the means of escape requirements under regulation 41(1) of the Building (Planning) Regulations and any amending legislation, and the fire resisting construction requirements under Part XV of the Building (Construction) Regulations and any amending legislation. No building works (including site formation works) shall be commenced on the lot until the written approval of the Director has been obtained. No amendment of the approved proposal shall be made except with the prior written approval of the Director.

Building covenant

(12) The Purchaser shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions, the Technical Schedule annexed hereto (hereinafter referred to as "the Technical Schedule") 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[]. **[within 66 calendar months from the date of this Agreement]**

User

(13) 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, godown and petrol filling station) purposes.

Preservation of trees

(14) 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
- (15) (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) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants and not less than 50% of the said 20% (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. The decision of the Director as to which landscaping works proposed by the Purchaser constitutes the said 20% shall be final and binding on the Purchaser. 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, if so required by the Director, be designated as and form part of the Common Area referred to in Special Condition No. (52)(a)(v) hereof.
- Development conditions
- (16) 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;
- 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 30,078 square metres and shall not exceed 50,130 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 70 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. (74)(b)(i)(III) hereof;

- 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) (i) 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;
 - (ii) if the lot or any part thereof or any building or part of any building erected or to be erected thereon is used for the purpose of a hotel or hotels, the hotel or hotels erected or to be erected on the lot shall be provided with central air-conditioning system and central hot water supply; and
 - (g) the approved proposal referred to in Special Condition No. (11)(b) hereof shall be adhered to and implemented in all respects to the satisfaction of the Director.

Provision of the Temporary Public Transport Terminus

(17) (a) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director design, erect, construct and provide within the Green Stippled Black Area in a good workmanlike manner and in accordance with the Technical Schedule and the plans approved under Special Condition No. (26)(a) hereof, one temporary public transport terminus comprising nine franchised bus bays, three non-franchised bus bays and a site of not less than 15 square metres reserved for the accommodation of bus regulators' offices each having a minimum area of not less than 7.5 square metres (hereinafter referred to as "the Temporary Public Transport Terminus").

No compensation on works on the Green Stippled Black Area

(b) The Government, the Director and his officers, contractors and agents and any person or persons authorized by the Director shall have no 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 fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition, and no claim shall be made against the Government, the Director and his officers, contractors and agents and any person or persons authorized by the Director by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Possession of the Green Stippled Black Area

(18) (a) For the purpose only of carrying out the necessary works specified in Special Condition No. (17)(a) hereof, the Purchaser shall on the date of this Agreement be granted possession of the Green Stippled Black Area.

- Re-delivery of the Green Stippled Black Area
- (b) The Director shall have the right to demand at any time re-delivery of possession to the Government of the Green Stippled Black Area together with the Temporary Public Transport Terminus erected thereon, in respect of which a certificate of completion shall have been issued under Special Condition No. (22)(b) hereof and the Purchaser shall upon such demand re-deliver the same to the Government for its exclusive use, occupation and operation.
- Restriction on use of the Green Stippled Black Area
- (c) The Purchaser shall not without the prior written consent of the Director use the Green Stippled Black Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (17)(a) hereof.
- Reinstatement of the Green Stippled Black Area
- (19) (a) The Purchaser shall at his own expense after delivery of vacant possession of the Government Accommodation referred to in Special Condition No. (25)(a) hereof by the Purchaser to the Government within such period as shall be specified by the Director, demolish and remove all structures erected or to be erected on the Green Stippled Black Area including the Temporary Public Transport Terminus and reinstate and make good the Green Stippled Black Area to the satisfaction of the Director.
- No compensation on the reinstatement works
- (b) The Government, the Director and his officers, contractors and agents and any person or persons authorized by the Director shall have no 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 fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition, and no claim shall be made against the Government, the Director and his officers, contractors and agents and any person or persons authorized by the Director by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- Second possession of the Green Stippled Black Area
- (20) (a) For the purpose of carrying out the necessary works specified in Special Condition Nos. (19)(a) and (72)(b) hereof, the Purchaser shall on the date to be specified in a letter from the Director to the Purchaser be regranted possession of the Green Stippled Black Area.
- Re-delivery of the Green Stippled Black Area
- (b) Vacant possession of the Green Stippled Black Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that Special Condition Nos. (19)(a) and (72)(b) hereof have been complied with to his satisfaction.
- Restriction on use of the Green Stippled Black Area
- (c) The Purchaser shall not without the prior written consent of the Director use the Green Stippled Black Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition Nos. (19)(a) and (72)(b) hereof.
- Access to the Green Stippled Black Area for inspection
- (d) The Purchaser shall at all times while he is in possession of the Green Stippled Black Area pursuant to Special Condition Nos. (18)(a) and (20)(a) hereof permit the Director and his officers, contractors and agents and any person or persons authorized by him, the right of ingress, egress and regress to, from and through the Green Stippled Black Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition Nos. (17)(a), (19)(a) and (72)(b) hereof, and carrying out, inspecting, checking and supervising any works which the Director may consider necessary in the Green Stippled Black Area.
- Reimbursement for cost incurred for provision, and demolition of the Temporary Public Transport Terminus
- (21) (a) The Director shall, after compliance with Special Condition No. (19)(a) hereof by the Purchaser to the satisfaction of the Director, pay to the Purchaser in one lump sum the lesser of:
- (i) the sum of HK\$11,300,000.00; or
 - (ii) a sum equal to the actual cost incurred under Special Condition Nos. (4)(a), (17)(a) and (19)(a) hereof to be determined by the Director having regard to the statement submitted in accordance with sub-clause (b) of this Special Condition

(hereinafter referred to as “the Reimbursement”) for the demolition and clearance of the existing Public Transport Facilities, the design, erection, construction, provision and demolition of the Temporary Public Transport Terminus and the reinstatement of the Green Stippled Black Area (hereinafter collectively referred to as “the Entrustment Works”) subject to deduction (if any) pursuant to the proviso in Special Condition No. (23)(d) hereof.

(b) As soon as practicable and in any event within 30 days of being called upon so to do by the Director, the Purchaser shall submit or cause to be submitted to the Director for his verification and approval a written statement (hereinafter referred to as "the Statement for the Entrustment Works"), duly certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) employed by the Purchaser for the development of the lot (which authorized person is hereinafter referred to as “the Authorized Person”), specifying the monies expended by the Purchaser for the Entrustment Works (including (if any) all professional fees, costs, supervisory, overhead and any other charges which may be incurred by the Purchaser arising out of or in connection with the execution of works and the supply of materials relating solely thereto).

(c) The Director shall have the absolute and unfettered right to determine whether any of the monies specified in the Statement for the Entrustment Works should form part of the actual cost of the Entrustment Works and to call upon the Purchaser to amplify in writing any details contained in the Statement for the Entrustment Works and to require the Purchaser to provide any supporting documents as the Director shall consider necessary. The decision of the Director as to the actual cost of the Entrustment Works shall be final and binding on the Purchaser.

Certificate of
completion in respect
of the Temporary
Public Transport
Terminus

(22) (a) Within 14 days after completion of the Temporary Public Transport Terminus, the Purchaser shall deliver to the Director a certificate issued by the Authorized Person certifying that the Temporary Public Transport Terminus has been completed in accordance with these Conditions.

(b) Where in the opinion of the Director (whose decision in this respect shall be final and binding upon the Purchaser) the Temporary Public Transport Terminus has been completed and made fit for occupation and operation to his satisfaction, the Director shall issue to the Purchaser a certificate of completion to that effect.

Defects liability in
respect of the Temporary
Public Transport
Terminus

(23) (a) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, costs, demands, charges, damages, actions and proceedings of whatsoever nature arising out of or in connection with any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) in the Temporary Public Transport Terminus and in the building services installations therefor:

- (i) which may exist at the date of re-delivery of possession by the Purchaser of the Green Stippled Black Area together with the Temporary Public Transport Terminus thereon in accordance with Special Condition No. (18)(b) hereof; and
- (ii) which shall occur or become apparent within a period of 365 days after the date of re-delivery of possession by the Purchaser of the Green Stippled Black Area together with the Temporary Public Transport Terminus thereon in accordance with Special Condition No. (18)(b) hereof (hereinafter referred to as "the Defects Liability Period in respect of the Temporary Public Transport Terminus").

(b) Whenever required by the Director, the Purchaser shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Temporary Public Transport Terminus and the building services installations therefor which shall occur or become apparent within the Defects Liability Period in respect of the Temporary Public Transport Terminus. In addition to the foregoing, the Purchaser shall at his own expense and

within such time and to such standard and in such manner as may be specified by the Director make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Temporary Public Transport Terminus and the building services installations therefor which may exist at the date of re-delivery of possession thereof by the Purchaser in accordance with Special Condition No. (18)(b) hereof.

(c) The Director will, shortly before the expiry of the Defects Liability Period in respect of the Temporary Public Transport Terminus, cause an inspection to be carried out in respect of the Temporary Public Transport Terminus and the building services installations therefor for the purpose of identifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident. The Director reserves the right to serve upon the Purchaser within 14 days after the expiry of the Defects Liability Period in respect of the Temporary Public Transport Terminus a Schedule or Schedules of Defects specifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident in the Temporary Public Transport Terminus and the building services installations therefor and the Purchaser shall at his own expense cause all necessary works to be carried out so as to remedy and rectify the same within such time and to such standard and in such manner as may be specified by the Director.

(d) If the Purchaser shall fail to carry out any of the works referred to in sub-clauses (b) and (c) of this Special Condition, then any such works may be carried out by the Government and all costs and charges incurred in connection therewith by the Government as certified by the Director (whose decision shall be final and binding upon the Purchaser) together with a sum equivalent to 20 per centum of the costs and charges involved as an administrative fee shall on demand be paid by the Purchaser Provided that the Government shall be entitled to deduct from the Reimbursement referred to in Special Condition No. (21)(a) hereof the costs charges and fees due and owing by the Purchaser to the Government under this sub-clause (d) and in the event of the Reimbursement being insufficient to cover all costs charges and fees due and owing by the Purchaser the deficit shall be paid by the Purchaser to the Government on demand.

(e) For the purpose of this Special Condition, the expression "Purchaser" shall exclude his assigns.

Supply of documents
etc.

(24) The Purchaser shall, at his own expense and as soon as practicable but no later than 8 weeks from the date of re-delivery of possession by the Purchaser of the Green Stippled Black Area together with the Temporary Public Transport Terminus thereon in accordance with Special Condition No. (18)(b) hereof, provide to the Director all documents, drawings and materials relating thereto in accordance with the requirement of the Technical Schedule.

Provision of the
Government
Accommodation

(25) (a) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director design, erect, construct and provide within the lot at such level and position as shall be approved by the Director, in a good workmanlike manner and in accordance with the Technical Schedule and the plans approved under Special Condition No. (26)(a) hereof, one public transport terminus on ground level comprising eight franchised bus bays, ten franchised bus stacking bays, seven non-franchised bus bays and a site of not less than 50 square metres reserved for the accommodation of bus regulators' offices, to be completed and made fit for occupation and operation on or before the [] day of [], 20[] **[within 36 calendar months from the date of this Agreement]** (which accommodation (including lighting fixtures, ventilation plant, extract ductworks and road/floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with these Conditions, walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on the Purchaser) is hereinafter collectively referred to as "the Government Accommodation").

Government's right to
vary use of the

(b) The Government hereby reserves the right to alter or vary in its absolute discretion at any time the use of the Government Accommodation or any part thereof.

Government
Accommodation

(c) The gross floor area of the Government Accommodation to be erected, constructed and provided under sub-clause (a) of this Special Condition shall be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (16)(c) hereof. For the purpose of these Conditions, the gross floor area of the Government Accommodation shall be as determined by the Director whose determination in this respect shall be final and binding upon the Purchaser.

Plans of the Temporary
Public Transport
Terminus and the
Government
Accommodation

- (26) (a) (i) The Purchaser shall submit or cause to be submitted to the Director for his written approval plans of the Temporary Public Transport Terminus and the Government Accommodation which shall include details as to the level, position and design of the Temporary Public Transport Terminus and the Government Accommodation and any other details as the Director may require.
- (ii) Upon approval being given to the plans of the Temporary Public Transport Terminus and the Government Accommodation, no amendment, variation, alteration, modification or substitution thereto shall be made by the Purchaser except with the prior written approval of the Director or except as required by the Director.
- (iii) The plans of the Temporary Public Transport Terminus and the Government Accommodation approved under this sub-clause (a) shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or required by the Director.

Commencement of
construction works
of the Temporary
Public Transport
Terminus

(b) The Purchaser shall not commence construction of the Temporary Public Transport Terminus on the Green Stippled Black Area until the plans of the Temporary Public Transport Terminus shall have been approved by the Director in accordance with sub-clause (a)(i) of this Special Condition.

Submission of the
Interface Proposal

(27) The Purchaser shall submit or cause to be submitted to the Director for his written approval a proposal to illustrate the arrangement in respect of the construction of the Government Accommodation, including preservation and where necessary, diversion, relocation and re-provisioning of the existing vehicular and pedestrian access within the Pink Cross-Hatched Black Area, the existing bus bays within the Pink Cross-Hatched Black Area, and the existing vehicular access within the Pink Hatched Black Area and the Pink Stippled Black Area and any other works in order to comply with Special Condition Nos. (5) and (25)(a) hereof (hereinafter referred to as "the Interface Proposal"), without causing interruption, disturbance or nuisance to the operation of the Public Transport Terminus at Tung Chung Town Lot No. 2 and the operation of bus fleets in occupation of the existing bus bays within the Pink Cross-Hatched Black Area. Once approved by the Director, the Purchaser shall in all respects to the satisfaction of the Director at his own expense implement the Interface Proposal which shall be adhered to by the Purchaser and shall not be altered except with the prior written approval of the Director.

No building works, etc.

(28) No building works (other than site formation works) shall commence on the lot until the plans of the Government Accommodation and the Interface Proposal shall have been approved by the Director in accordance with Special Condition Nos. (26)(a)(i) and (27) hereof.

Amendment of the
Technical Schedule

(29) (a) The Director shall have the right to amend, vary, alter, modify or substitute the Technical Schedule as he shall in his absolute discretion deem fit.

(b) No amendment, variation, alteration, modification or substitution to the Technical Schedule shall be made by the Purchaser except with the prior written approval of the Director.

(c) Any amendment, variation, alteration, modification or substitution by the Director under sub-clause (a) of this Special Condition or by the Purchaser as approved by

the Director under sub-clause (b) of this Special Condition shall be deemed to be incorporated into the Technical Schedule and form part thereof.

(d) If in the opinion of the Director (whose decision in this respect shall be final and binding upon the Purchaser) there exists any conflict between the provisions of the Technical Schedule and these Conditions, these Conditions shall prevail.

Monitoring of
construction of the
Temporary Public
Transport Terminus and
the Government
Accommodation

(30) (a) The Director shall have the right in his absolute discretion to nominate officers of Government departments (hereinafter referred to as "the Officers") who shall generally oversee the design, construction, provision and completion of the Temporary Public Transport Terminus and the Government Accommodation and shall monitor the construction, provision and completion (hereinafter collectively referred to as "the Construction Works") of the Temporary Public Transport Terminus and the Government Accommodation in order to ensure that the Construction Works of the Temporary Public Transport Terminus and the Government Accommodation are carried out in accordance with these Conditions.

(b) The Purchaser shall notify the Officers of any condition, restriction, requirement and information affecting or relating to the Temporary Public Transport Terminus and the Government Accommodation or the Construction Works of the Temporary Public Transport Terminus and the Government Accommodation forthwith upon the same becoming known to the Purchaser, his servants, agents, contractors and workmen and shall make available all drawings, site records, notices, letters, certificates, approvals and information and render all necessary assistance and co-operation to the Officers when required by the Officers.

(c) The Purchaser shall keep the Director and the Officers advised from time to time as to when he shall be in a position to apply for the relevant Occupation Permit or Temporary Occupation Permit from the Building Authority in respect of the Temporary Public Transport Terminus and the Government Accommodation.

(d) The Government and the Director accept no responsibility or liability for any costs, claims, demands, charges, damages, actions or proceedings of whatsoever nature arising out of or in connection with the exercise by the Officers of the authority conferred under sub-clause (a) of this Special Condition.

(e) The Purchaser shall indemnify and keep indemnified the Government and the Director from and against all liabilities, costs, expenses, claims, actions, demands and proceedings of whatsoever nature arising out of or in connection with the Construction Works of the Temporary Public Transport Terminus and the Government Accommodation.

Access to the lot for
inspection

(f) The Purchaser shall prior to the issue by the Director of a certificate of completion in respect of the Government Accommodation referred to in Special Condition No. (32)(b) hereof, permit the Director, his officers, contractors and any other person or persons authorized by him, the right of ingress, egress and regress to, from and through the lot for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (25)(a) hereof.

Liquidated damages

(31) (a) In addition to any other payment which may be demanded by the Government and without prejudice to the rights of the Government under these Conditions or otherwise, the Purchaser shall pay to the Government on demand as hereby agreed by way of liquidated damages and not as a penalty, if the Purchaser shall fail to complete and make fit for occupation and operation to the satisfaction of the Director of the Government Accommodation by the date specified in Special Condition No. (25)(a) hereof, a sum calculated at the rate of HK\$15,100.00 per day from the date immediately following the date specified in Special Condition No. (25)(a) hereof up to and including such date as specified in the certificate of completion in respect of the Government Accommodation issued by the Director under Special Condition No. (32)(b) hereof PROVIDED that in case of default of payment of the whole or any part of liquidated damages by the Purchaser, the Director shall without prejudice to his other rights and remedies herein contained be entitled to deduct from the sum payable to the Purchaser under Special Condition No. (34)(a) hereof the said sum of liquidated damages.

(b) For the avoidance of doubt, it is hereby agreed and declared that the acceptance

of payment of any of the said sum of liquidated damages shall not discharge the Purchaser from any of his obligations remaining to be observed and performed.

Certificate of
completion in respect
of the Government
Accommodation

(32) (a) Within 14 days after completion of the Government Accommodation, the Purchaser shall deliver to the Director a certificate by the Authorized Person that the Government Accommodation has been completed in accordance with these Conditions.

(b) Where in the opinion of the Director (whose decision in this respect shall be final and binding upon the Purchaser) the Government Accommodation has been completed and made fit for occupation and operation to his satisfaction, the Director shall issue to the Purchaser a certificate of completion to that effect.

(c) Notwithstanding the issue of any certificate of completion by the Director, the Purchaser shall not be absolved from any of his liabilities under Special Condition Nos. (30)(e) and (37) hereof nor any other obligations remaining to be observed and performed by him under these Conditions.

Assignment of the
Government
Accommodation

(33) (a) The Purchaser shall when called upon so to do by the Director assign to The Financial Secretary Incorporated a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "F.S.I." which expression shall if the context permits include its successors and assigns), with vacant possession, free from incumbrances, at the expense of the Purchaser, the undivided shares specified in sub-clause (b) of this Special Condition together with the right to the exclusive use, occupation and enjoyment of the Government Accommodation and the Purchaser shall complete the assignment of the Government Accommodation in respect of which a certificate of completion shall have been issued under Special Condition No. (32)(b) hereof within such time as may be specified in writing by the Director.

(b) The number of undivided shares in the whole of the lot to be assigned to F.S.I. in accordance with sub-clause (a) of this Special Condition shall be determined by the Director having regard to the proportion which the gross floor area of the Government Accommodation shall bear to the gross floor area of all the buildings erected or to be erected within the lot. The determination of the Director in this respect shall be final and binding upon the Purchaser.

(c) When called upon to do so by the Director (irrespective of whether the Purchaser shall have been called upon to assign under sub-clause (a) of this Special Condition) the Purchaser shall submit or cause to be submitted to the Director for his approval in writing an Assignment in respect of the Government Accommodation, which Assignment shall be in such form and shall contain such provisions as shall be required or approved by the Director.

(d) On completion of the assignment of the Government Accommodation the Purchaser shall deliver to F.S.I. at the expense of the Purchaser one set of the original or certified copies of deeds and documents of title relating to the lot and the Memorial of the Assignment in respect of the Government Accommodation duly completed and verified by the certificate of the solicitor for the Purchaser. All Land Registry fees payable on registration of the Assignment shall be borne by the Purchaser solely.

Consideration for the
Government
Accommodation

(34) (a) In consideration of the assignment of the Government Accommodation as provided for in Special Condition No. (33) hereof and subject to Special Condition No. (31)(a) hereof, F.S.I. shall pay to the Purchaser in one lump sum a sum of HK\$54,700,000.00 or a sum equal to the actual cost of the design, erection, construction and provision of the same to be determined by the Director having regard to the statement submitted in accordance with sub-clause (b) of this Special Condition, whichever is the lesser.

(b) As soon as practicable and in any event within 30 days of being called upon so to do by the Director, the Purchaser shall submit or cause to be submitted to the Director for his verification and approval a written statement (hereinafter referred to as "the Statement"), duly certified by the Authorized Person, specifying the monies expended by the Purchaser solely towards the design, erection, construction and provision in accordance with these Conditions

of the Government Accommodation (including (if any) all professional fees, costs, supervisory, overhead and any other charges which may be incurred by the Purchaser arising out of or in connection with the execution of works and the supply of materials relating solely thereto).

(c) The Director shall have the absolute and unfettered right to determine whether any of the monies specified in the Statement should form part of the actual cost of the design, erection, construction and provision of the Government Accommodation referred to in sub-clause (a) of this Special Condition and to call upon the Purchaser to amplify in writing any details contained in the Statement and to require the Purchaser to provide any supporting documents as the Director shall consider necessary. The decision of the Director as to the actual cost of the design, erection, construction and provision of the Government Accommodation shall be final and binding upon the Purchaser.

Possession of the
Government
Accommodation

(35) The Director shall have the right to demand at any time before the assignment of the Government Accommodation pursuant to Special Condition No. (33) hereof, delivery of vacant possession of the Government Accommodation in respect of which a certificate of completion shall have been issued under Special Condition No. (32)(b) hereof and the Purchaser shall upon such demand deliver the same to the Government for its exclusive use, occupation and operation upon such terms and conditions as the Director may consider appropriate.

Maintenance of the
Government
Accommodation

(36) (a) Without prejudice to the provisions of Special Condition No. (37) hereof the Purchaser shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No. (37)(a) hereof, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation and the building services installations therefor.

(b) For the purpose of this Special Condition, the expression "Purchaser" shall exclude his assigns.

Defects liability
in respect of
the
Government
Accommodation

(37) (a) The Purchaser shall indemnify and keep indemnified the Government and F.S.I. from and against all liabilities, claims, costs, demands, charges, damages, actions and proceedings of whatsoever nature arising out of or in connection with any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) in the Government Accommodation and in the building services installations therefor :

- (i) which may exist at the date of delivery of possession by the Purchaser of the Government Accommodation; and
- (ii) which shall occur or become apparent within a period of 365 days after the date of delivery of possession by the Purchaser of the Government Accommodation (hereinafter referred to as "the Defects Liability Period").

(b) Whenever required by the Director or F.S.I. or both, the Purchaser shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation and the building services installations therefor which shall occur or become apparent within the Defects Liability Period. In addition to the foregoing, the Purchaser shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation and the building services installations therefor which may exist at the date of delivery of possession thereof by the Purchaser.

(c) The Director or F.S.I. or both will, shortly before the expiry of the Defects Liability Period, cause an inspection to be carried out in respect of the Government Accommodation and the building services installations therefor for the purpose of identifying

any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident. The Director and F.S.I. reserve the right to each of them to serve upon the Purchaser within 14 days after the expiry of the Defects Liability Period a Schedule or Schedules of Defects specifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident in the Government Accommodation and the building services installations therefor and the Purchaser shall at his own expense cause all necessary works to be carried out so as to remedy and rectify the same within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both.

(d) If the Purchaser shall fail to carry out any of the works referred to in sub-clauses (b) and (c) of this Special Condition, then any such works may be carried out by the Government or F.S.I. or both and all costs and charges incurred in connection therewith by the Government or F.S.I. or both as certified by the Director (whose decision shall be final and binding upon the Purchaser) together with a sum equivalent to 20 per centum of the costs and charges involved as an administrative fee shall on demand be paid by the Purchaser Provided that the Government or F.S.I. or both shall be entitled to deduct from the security money referred to in sub-clause (e) of this Special Condition the costs charges and fees due and owing by the Purchaser to the Government or F.S.I. or both under this sub-clause (d) and in the event of the security money being insufficient to cover all costs charges and fees due and owing by the Purchaser the deficit shall be paid by the Purchaser on demand.

(e) The Purchaser shall contemporaneously with the assignment of the Government Accommodation as provided for in Special Condition No. (33) hereof, deposit with the Government a sum of HK\$5,470,000.00 (hereinafter referred to as "the security money"). Subject to the proviso to sub-clause (d) of this Special Condition, the security money shall become due to the Purchaser upon the expiry of the Defects Liability Period and the Purchaser satisfactorily carrying out all works of maintenance, repair, amendment, reconstruction and rectification and any other outstanding works as are required by the Director or F.S.I. or both (it being expressly declared and agreed that no interest in respect of such security money or any part thereof will be payable).

(f) For the purpose of this Special Condition, the expression "Purchaser" shall exclude his assigns.

Supply of documents
etc.

(38) The Purchaser shall, at his own expense and as soon as practicable but no later than 8 weeks from the date of delivery of possession by the Purchaser of the Government Accommodation, provide to the Director all documents, drawings and materials relating thereto in accordance with the requirement of the Technical Schedule.

Maintenance of
external finishes and
structure of wall, etc.

(39) (a) The Purchaser shall throughout the term hereby agreed to be granted at his own expense and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as "the Items") :

- (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof/floor slabs, carriageway slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;
- (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;
- (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot;
- (iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and
- (v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.

(b) The Purchaser shall indemnify and keep indemnified the Government and F.S.I. from and against all liabilities, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Purchaser to maintain the Items.

(c) For the purpose of this Special Condition, the expression "Purchaser" shall exclude F.S.I..

Pedestrian link

(40) (a) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such segregated pedestrian ways or paths (together with such stairs, ramps, lightings, lifts and escalators as the Director in his absolute discretion may require) having a width of not less than 6 metres or such other width as may be approved by the Director for the purposes as specified in sub-clause (b) of this Special Condition at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as the Director shall approve.

(b) The segregated pedestrian ways or paths referred to in sub-clause (a) of this Special Condition shall follow the shortest possible routes and shall be covered and constructed and designed so as to:

- (i) link up with the Government Accommodation provided on the lot; and
- (ii) link up with the footbridge support referred to in Special Condition No. (41)(a) hereof.

(c) The Purchaser shall throughout the whole term hereby agreed to be granted maintain at his own expense the segregated pedestrian ways or paths (together with such stairs, ramps, lightings, lifts and escalators) required to be provided under this Special Condition in good and substantial condition and repair to the satisfaction of the Director.

24 hour pedestrian
way

(d) The Purchaser shall throughout the whole term hereby agreed to be granted keep the segregated pedestrian ways or paths required to be provided under sub-clause (a) of this Special Condition open for the use by the public 24 hours a day free of payment of any nature without any interruption.

(e) For the purpose of this Special Condition, the expression "Purchaser" shall exclude F.S.I..

Provision of supports
for the Future Covered
Pedestrian Footbridge

(41) (a) The Purchaser shall within such time limit as may be imposed by the Director at his own expense and to the satisfaction of the Director erect and construct and thereafter maintain in good repair and condition throughout the term hereby agreed to be granted between points P and Q through R shown and marked on the plan annexed hereto or at such other position or positions as may be approved by the Director in writing in the building or buildings erected or to be erected on the lot and to such specifications and at such levels as shall be required and approved by the Director supports and connections (hereinafter collectively referred to as "the Connections") capable of receiving and for linking with a possible future covered pedestrian footbridge (hereinafter referred to as "the Future Covered Pedestrian Footbridge") crossing over Tat Tung Road and having a minimum internal width of 6 metres.

Non-fulfilment

(b) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition within the said time limit specified by the Director, the Government may carry out the necessary construction or maintenance works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Purchaser. For the purpose of carrying the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no 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 exercise by it or them of the right of entry conferred under this sub-clause, and no claim shall be made against it or them by the Purchaser in respect of any loss, damage, nuisance or disturbance.

- Reservation of right (c) There are excepted and reserved unto the Government and the Government lessees for the time being of the adjacent lot free of any payment or compensation to the Purchaser the right to connect the Future Covered Pedestrian Footbridge to the building or buildings erected or to be erected on the lot at and by making use of the Connections and the right of support from the Connections and the building or buildings erected or to be erected on the lot for the Future Covered Pedestrian Footbridge.
- Drawings of the Connections (d) The Purchaser shall within two calendar months from the date of a letter issued by the Director to the Purchaser provide to the Director free of all costs and charges all the plans and drawings of the Connections.
- No guarantee (e) For the avoidance of doubt, the Purchaser acknowledges and agrees that the Government in no way represents or warrants by virtue of this Special Condition or by any action taken in the exercise by the Government of the rights conferred under this Special Condition that the Future Covered Pedestrian Footbridge will be constructed in the future and shall be under no liability arising in connection therewith or as a consequence thereof if the Future Covered Pedestrian Footbridge will not be constructed in the future.
- (f) For the purpose of this Special Condition, the expression "Purchaser" shall exclude F.S.I..
- No dedication (42) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Purchaser contained in Special Condition No. (40)(d) hereof, neither the Purchaser intends to dedicate nor the Government consents to any dedication of the segregated pedestrian ways or paths referred to in Special Condition No. (40) hereof to the public for the right of passage.
- Concession under Building (Planning) Regulations etc. (43) It is expressly agreed and declared that the obligations on the part of the Purchaser contained in Special Condition Nos. (40) and (41) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise, and for the avoidance of doubt the Purchaser expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- Exemption for area of segregated pedestrian ways or paths (44) The Director shall at his sole discretion decide the whole of the area of the segregated pedestrian ways or paths or part thereof referred to in Special Condition No. (40) hereof that may be excluded from the calculation of the gross floor area specified in Special Condition No. (16)(c) hereof.
- Non-building area (45) Save with the prior written consent of the Director, no building or structure or support for any building or structure may be erected or constructed on, over, under, above, below or within the Pink Stippled Black Area.
- Drainage Reserve (46) (a) Except with the prior written approval of the Director, no building or structure or foundation or support for any building or structure shall be erected or constructed on, over, under, above, below or within the area shown coloured pink double-hatched black on the plan annexed hereto (hereinafter referred to as "the Pink Double-Hatched Black Area"), the Pink Hatched Black Area and the Pink Stippled Black Area (hereinafter collectively referred to as "the Drainage Reserve").
- (b) Notwithstanding the provisions contained in sub-clause (a) of this Special Condition, building or buildings at first floor level and above may be erected or constructed over or above the Pink Double-Hatched Black Area and the Pink Hatched Black Area provided that there is a clear space extending upwards from the ground level to a height of not less than 5.1 metres. For the purpose of this Special Condition, the decision of the

Director as to what constitutes the ground level shall be final and binding upon the Purchaser.

(c) Throughout the term hereby agreed to be granted, the Director and his officers, contractors and agents and any person or persons authorized by him, his or their workmen with or without tools, equipment, machinery or motor vehicles shall have the right of unrestricted ingress, egress and regress at all times to and from the lot for the purpose of constructing, inspecting, maintaining, repairing and renewing any drains, sewers, water mains, cables, wires and other services across, through, within or under the Drainage Reserve. The Government and the Director and his officers, contractors and agents and any person or persons authorized by the Director, his or their workmen shall have no 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 exercise of the right of ingress, egress and regress conferred under this sub-clause, and no claim shall be made against the Government and the Director and his officers, contractors and agents and any person or persons authorized by the Director, his or their workmen by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

(d) Any planting within the Drainage Reserve shall be limited to plants and shrubs with shallow rooting systems. Planting within a 1.5 metre radius of manhole cover shall be further restricted to grass or similar low growing plants.

Pink Cross-Hatched
Brown Area

(47) Notwithstanding the provisions in Special Condition No. (16)(d) hereof, no building or structure or support for any building or structure may be erected or constructed or placed above the level of 23.5 metres above the Hong Kong Principal Datum within the area shown coloured pink cross-hatched brown on the plan annexed hereto (hereinafter referred to as "the Pink Cross-Hatched Brown Area") provided that:

- (a) 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 erected within the Pink Cross-Hatched Brown Area so as to exceed the above height limit; and
- (b) the Director at his sole discretion may in calculating the height of a building or structure erected within the Pink Cross-Hatched Brown Area exclude any structure or floor space referred to in Special Condition No. (74)(b)(i)(III) hereof.

No exempt building

(48) 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

(49) Subject to Special Condition No. (50) hereof and save as provided in Special Condition Nos. (33) and (35) hereof, 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 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.

Restriction on
alienation of hotel

(50) (a) If the lot is developed, redeveloped, used or intended to be used at any time solely for the purpose of a hotel or hotels, the Purchaser shall not, throughout the term hereby agreed to be granted, assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the lot or any part thereof or any interest therein or any building or part of any building thereon, or grant any licence or right whatsoever to use or occupy or to have possession of the lot or any part thereof 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 whether by any means similar to those referred to in Special Condition No. (49)(b) hereof 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, mortgaged, charged, underlet or otherwise disposed of or affected, or made subject to a licence or any right whatsoever to use or occupy or to have possession of the lot or any part thereof or any building or part of any building thereon) or enter into any agreement so to do except as a whole, further:

- (i) prior to compliance with these Conditions in all respects to the satisfaction of the Director, any assignment, mortgage, charge, underletting, parting with the possession of or other disposal of the lot or the granting of licence to use or occupy or to have possession of the lot as a whole (except mortgage or charge of the lot as a whole for the purpose of the development of the lot in accordance with these Conditions by way of a building mortgage complying with Special Condition Nos. (49)(d)(i) and (49)(d)(ii) hereof) shall be subject to 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); and
- (ii) save that if the lot is developed, redeveloped, used or intended to be used for the purpose of two or more hotels, the Purchaser may, after compliance with these Conditions in all respects to the satisfaction of the Director, assign, mortgage, charge, underlet or grant licence to use or occupy each hotel as a whole on condition that:
 - (I) prior to such assignment, mortgage, charge, underletting or granting of licence or any agreement to do so, the Purchaser shall delineate each hotel in all respects to the satisfaction of the Director and shall submit the same for the Director's approval and shall not alter the delineation as required or approved by the Director without the prior written approval of the Director; and

- (II) each hotel as delineated shall include such accommodation and facilities as the Director may consider appropriate (including but not limited to any of the ancillary accommodation as defined in sub-clause (d) of this Special Condition) together with the structure or floor space exempted under Special Condition No. (74)(b) hereof and the spaces referred to in Special Condition No. (57) hereof (as may be varied under Special Condition No. (58) hereof).

(b) If a part or parts of the lot or any building or buildings erected thereon are developed, redeveloped, used or intended to be used at any time for the purpose of a hotel or hotels, the Purchaser:

- (i) shall delineate the hotel portion or portions in all respects to the satisfaction of the Director and shall submit the same for the Director's approval, which hotel portion or portions shall include such accommodation and facilities as the Director may consider appropriate (including but not limited to any of the ancillary accommodation as defined in sub-clause (d) of this Special Condition) together with the structure or floor space exempted under Special Condition No. (74)(b) hereof and the spaces referred to in Special Condition No. (57) hereof (as may be varied under Special Condition No. (58) hereof) and the delineation as required or approved by the Director shall not be altered without the prior written approval of the Director (which portion or portions of the lot delineated as aforesaid are hereinafter referred to as "the Hotel Portion"); and
- (ii) shall not, throughout the term hereby agreed to be granted, assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the Hotel Portion or any part thereof or any interest therein or any building or part of any building thereon, or grant any licence or right whatsoever to use or occupy or to have possession of the Hotel Portion or any part thereof 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 whether by any means similar to those referred to in Special Condition No. (49)(b) hereof whereby the Hotel Portion or any part thereof or any interest therein or any building or part of any building thereon is or may be sold, assigned, mortgaged, charged, underlet or otherwise disposed of or affected, or made subject to a licence or any right whatsoever to use or occupy or to have possession of the Hotel Portion or any part thereof or any building or part of any building thereon) or enter into any agreement so to do except as a whole, further
 - (I) prior to compliance with these Conditions in all respects to the satisfaction of the Director, any such assignment, mortgage, charge, underletting, parting with the possession of or other disposal of the Hotel Portion or the granting of licence to use or occupy or to have possession of the Hotel Portion as a whole (except mortgage or charge of the lot as a whole for the purpose of the development of the lot in accordance with these Conditions by way of a building mortgage under Special Condition No. (49)(d) hereof) shall be subject to 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); and
 - (II) save that if the Hotel Portion shall comprise of two or more hotels, the Purchaser may, after compliance with these Conditions in all respects to the satisfaction of the Director, assign, mortgage, charge, underlet or grant licence to use or occupy each hotel as a whole on condition that prior to such assignment, mortgage,

charge, underletting or granting of licence or any agreement to do so, the Purchaser shall delineate each hotel within the Hotel Portion in all respects to the satisfaction of the Director and shall submit the same for the Director's approval and shall not alter the delineation as required or approved by the Director without the prior written approval of the Director. Each hotel as delineated shall include such accommodation and facilities as the Director may consider appropriate (including but not limited to any of the ancillary accommodation as defined in sub-clause (d) of this Special Condition) together with the structure or floor space exempted under Special Condition No. (74)(b) hereof and the spaces referred to in Special Condition No. (57) hereof (as may be varied under Special Condition No. (58) hereof).

- (c) Notwithstanding sub-clauses (a) and (b)(ii) of this Special Condition,
- (i) at any time whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Purchaser may; and
 - (ii) at any time after compliance with these Conditions in all respects to the satisfaction of the Director, the tenant or licensee of the lot as a whole or the Hotel Portion as a whole or each hotel as a whole under a tenancy or licence granted pursuant to sub-clause (a) or (b) of this Special Condition may:

Underletting or licence
for ancillary
accommodation

- (I) underlet or grant licence to use or occupy any of the ancillary accommodation (as defined in sub-clause (d) of this Special Condition) provided on the lot (where the lot is developed, redeveloped, used or intended to be used solely for the purpose of a hotel or hotels) or within the Hotel Portion on condition that the lease or tenancy or licence complies with the following terms and conditions:
 - (A) the term of the lease, tenancy or licence shall not exceed 10 years in the aggregate including any right of renewal;
 - (B) the lease, tenancy or licence 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 lease, tenancy or licence relates;
 - (C) no premium, fine, key money or similar payment shall be paid by the tenant or the licensee;
 - (D) the rent payable shall not exceed a rack rent or the licence fee payable shall not exceed the prevailing market fee;
 - (E) no rent or licence fee shall be payable in advance for a period greater than 12 calendar months;
 - (F) the user permitted in the lease, tenancy agreement or licence or any agreement therefor shall comply with these Conditions; and
 - (G) none of the terms and conditions in the lease, tenancy agreement or licence or any agreement therefor shall contravene these Conditions;

Licence for hotel
rooms

- (II) grant licence to occupy hotel room or rooms on condition that the term of the licence shall not exceed 12 calendar months in the

aggregate including any right of renewal; and

Licence for parking
spaces etc

- (III) grant licence to use or occupy the spaces provided pursuant to Special Condition No. (57) hereof (as may be varied under Special Condition No. (58) hereof) on the condition that the term of the licence shall not exceed 12 calendar months in the aggregate including any right of renewal.

(d) For the purposes of these Conditions, ancillary accommodation shall mean retail shops, restaurants, pubs, fast food shops, entertainment facilities, business centres, facilities for fitness, health and sports, function rooms, exhibition facilities, conference facilities and automatic teller machines.

Registration

(51) 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 a
Management
Agreement (if any)

(52) (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) upon being given approval to the DMC, the Purchaser shall adhere thereto and no amendment thereto shall be made without the prior written approval of the Director and the same (and any approved amendment thereto) shall be registered by memorial against the lot in the Land Registry;
- (iii) any assignment or other disposal of any undivided share or shares in the lot or any underletting shall be subject to and with the benefit of the DMC;
- (iv) the DMC shall be in such form and shall contain such provisions as the Director shall approve or require and in particular shall contain, inter alia, provisions to the following effect:
 - (I) (1) F.S.I. as owner of the Government Accommodation shall be responsible for the maintenance and management thereof but not the remainder of the development on the lot;
 - (2) F.S.I. as owner of the Government Accommodation shall not be liable to contribute any management and maintenance charges in respect of the remainder of the development on the lot and in particular shall not be liable for payment of any management and maintenance charges whatsoever incurred in respect of the common areas and facilities of the development within the lot, including the Items referred to in Special Condition No. (39) hereof;
 - (II) F.S.I. shall not be liable for any payment of capital equipment fund, debris removal fee or payment of a like nature;
 - (III) F.S.I., its lessees, tenants, licensees and persons authorized by it and owner and occupier for the time being of the Government

Accommodation shall have the benefit of the following rights privileges and easements:

- (1) the right of shelter support and protection for the Government Accommodation;
- (2) the right of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the term hereby agreed to be granted laid on or running through any part of the lot and any part of the development on the lot;
- (3) the right at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation (hereinafter referred to as "the Government Accommodation Services") at any time at its absolute discretion without any charge by the Purchaser Provided that proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to the services and facilities within the lot and serving all those parts of the development on the lot other than the Government Accommodation;
- (4) the right to go pass and repass over and along and to use any common parts of the lot or any common parts of the development on the lot in connection with the proper use and enjoyment of the Government Accommodation and to use and receive the benefit of any common facilities within the lot or the development on the lot;
- (5) the right at all reasonable times with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery to enter upon the lot or any part of the development on the lot for the purposes of extending or carrying out maintenance, repair, addition and alteration works to the Government Accommodation or any part thereof and maintenance, repair, alteration, diversion, variation, relaying and reinstatement works to the Government Accommodation Services or any part thereof;
- (6) the free and uninterrupted rights of way to and from the Government Accommodation as may be required by the Director;
- (7) the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation as F.S.I. shall deem fit and the right of access over the lot or any part of the development on the lot with or without servants, workmen and others and with or without plant, equipment, machinery and material for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;

- (8) the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on in or to the roof slabs, walls and other structural elements of the Government Accommodation;
 - (9) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation on the walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and other structural elements of, in, around, within, above and below the same and the related right of access over the lot or any part of the development on the lot with or without servants, workmen and others and with or without plant, equipment, machinery and material; and
 - (10) such other rights privileges and easements as may be deemed necessary or desirable by the Director;
- (v) in the DMC the Purchaser shall allocate to those parts of the lot which comprise the common areas or amenities for the common use and benefit of all (but not some) of the owners for the time being of the lot including but without limiting to the spaces for loading and unloading of goods vehicles and the lay-bys for picking up and setting down of passengers referred to in Special Condition No. (56)(a) hereof (as may be varied under Special Condition No. (58) hereof) and the communal podium garden and any other structure or floor space referred to in Special Condition No. (74)(b)(i) hereof, together with all other parts or amenities such as gardens, open spaces, landscaped deck, non-building areas, communal toilets, lobbies, stairways, escalators, arcades, common entrances, halls, passageways, external walls, lifts and lift shafts (hereinafter referred to as "the Common Area") such number of undivided shares in proportion to the total gross floor area which the Common Area bears to the total gross floor area of all the building erected on the lot, as is considered appropriate by the Director, and for the avoidance of doubt, the Common Area shall exclude the Government Accommodation;
- (vi) the Purchaser shall not assign, mortgage or charge (save by way of building mortgage or charge under Special Condition No. (49)(d) hereof) or otherwise dispose of or part with the possession of any of the undivided shares allocated to the Common Area in accordance with sub-clause (v) hereof or any interest therein or enter into any agreement so to do save that, upon the request or with the prior written consent of the Director, who shall have an absolute discretion in this respect, the Purchaser shall assign the whole of the said undivided shares in the Common Area (but not a part thereof) to the manager appointed in accordance with the DMC, or free of cost to an Owners' Corporation incorporated pursuant to the Building Management Ordinance, any regulations made thereunder and any amending legislation in respect of the lot, and the manager or the Owners' Corporation, as the case may be, shall hold such undivided shares in the Common Area so assigned on trust for all the owners for the time being of 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 Area 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) The Purchaser having complied with these Conditions, and notwithstanding anything herein contained, 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.

(c) Notwithstanding the provisions of sub-clauses (a)(i) and (b) of this Special Condition, the Purchaser shall when called upon by the Director submit to the Director for his approval in writing to a Deed of Mutual Covenant incorporating a Management Agreement (if any) in respect of the lot and the development thereon.

Restriction on
partitioning

(53) 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. (52) hereof shall be applicable to each of the sections so partitioned with the references to "the lot" under the said Special Condition being replaced and substituted by the relevant section.

Vehicular access

(54) (a) (i) Subject to sub-clauses (a)(ii) and (a)(iii) of this Special Condition, 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 additional or alternative points as may be required or approved in writing by the Director.

(ii) During the time of construction of the Government Accommodation, the Purchaser shall have no right of ingress or egress to or from the lot for the passage of motor vehicles through the existing vehicular access within the Pink Cross-Hatched Black Area, the Pink Hatched Black Area and the Pink Stippled Black Area except between the points illustrated in the Interface Proposal approved by the Director under Special Condition No. (27) hereof, or at such other points as may be required or approved in writing by the Director.

(iii) During the time when the Government Accommodation or any part of parts thereof is used as a public transport terminus in accordance with these Conditions, the Purchaser shall have no right of ingress or egress to or from such public transport terminus for the passage of motor vehicles except between the points shown and marked on the plan of the Government Accommodation approved by the Director under Special Condition No. (26)(a) hereof, or at such other points as may be required or approved in writing by the Director.

(b) For the purpose of and during the time of 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.

Parking requirements

(55) (a) (i) In addition to any parking spaces within the Government Accommodation, spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles at the following rates unless the Director consents to another rate:

Parking spaces for
office purpose

(I) one space for every 150 square metres or part thereof of the first 15,000 square metres of the gross floor area of the building or buildings erected or to be erected on the lot to be used for office purpose and one space for every 250 square metres or part thereof of the remaining gross floor area to be used for such purpose; and

Parking spaces for
other non-industrial
purpose

(II) one space for every 250 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding residential, office, hotel, godown and petrol filling station) purposes.

(ii) For the purpose of calculating the number of spaces to be provided under sub-clauses (a)(i)(I) and (a)(i)(II) of this Special Condition, any floor area to be used for parking, loading and unloading purposes shall be excluded.

(iii) The spaces provided under sub-clauses (a)(i)(I) and (a)(i)(II) of this Special Condition (as may be varied under Special Condition No. (58) hereof) shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the respective purposes stipulated in the said sub-clauses 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.

Parking spaces for
vehicles of disabled
persons

(b) (i) Out of the spaces provided under sub-clause (a) of this Special Condition (as may be varied under Special Condition No. (58) hereof), 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 two spaces 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. (58) hereof) or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated); and

(II) not less than two spaces for every 200 spaces provided in accordance with sub-clause (a)(i)(II) of this Special Condition (as may be varied under Special Condition No. (58) hereof) or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated).

(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 occupiers 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, at the following rates unless the Director consents to another rate:

- (I) 5 percent of the total number of spaces required to be provided under sub-clause (a)(i)(I) of this Special Condition (as may be varied under Special Condition No. (58) hereof); and
- (II) 5 percent of the total number of spaces required to be provided under sub-clause (a)(i)(II) of this Special Condition (as may be varied under Special Condition No. (58) hereof);

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-clauses (c)(i)(I) and (c)(i)(II) of this Special Condition shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the respective purposes stipulated in sub-clauses (a)(i)(I) and (a)(i)(II) of this Special Condition 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 provision of car cleaning and beauty services.

Dimensions of parking
spaces

- (d) (i) Each of the spaces provided under sub-clause (a) of this Special Condition (as may be varied under Special Condition No. (58) hereof) (except the parking spaces reserved and designated 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 reserved and designated 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 (as may be varied under Special Condition No. (58) hereof) shall measure 1.0 metre in width and 2.4 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

(56) (a) In addition to any loading and unloading spaces within the Government Accommodation, spaces shall be provided within the lot to the satisfaction of the Director:

- (i) for the loading and unloading of goods vehicles at the following rates:
 - (I) one space for every 2,500 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for office purposes; and
 - (II) one space for every 1,000 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding residential, office, hotel, godown and petrol filling station) purposes;

Lay-bys for motor
vehicles (including
taxis)

- (ii) as lay-bys for the picking up and setting down of passengers from motor vehicles (including taxis) at a rate of one space for every 20,000 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for office purposes.

- (b) (i) Each of the spaces provided under sub-clause (a)(i) of this Special Condition (as may be varied under Special Condition No. (58) hereof) 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.
 - (ii) Each of the spaces provided under sub-clause (a)(ii) of this Special Condition (as may be varied under Special Condition No. (58) hereof) shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres. Such spaces shall not be used for any purpose other than for the picking up and setting down of passengers from motor vehicles (including taxis) in connection with the building or buildings erected or to be erected on the lot to be used for office purposes.
- (c) For the purpose of calculating the number of spaces to be provided under sub-clauses (a)(i)(I), (a)(i)(II) and (a)(ii) of this Special Condition, any floor area to be used for parking, loading and unloading purposes shall be excluded.

Parking, loading and unloading requirements for hotel(s)

(57) (a) If the lot or any part thereof is used for the purposes of a hotel or hotels, in addition to the requirements specified in Special Condition Nos. (55) and (56) hereof, the Purchaser shall provide within the lot and to the satisfaction of the Director :

- (i) spaces each measuring 2.5 metres (save as otherwise provided under sub-clause (b) of this Special Condition) in width and 5.0 metres in length with a minimum headroom of 2.4 metres at the rate of one space for every 100 hotel rooms or part thereof; and
- (ii) spaces each measuring 2.5 metres (save as otherwise provided under sub-clause (b) of this Special Condition) in width and 5.0 metres in length with a minimum headroom of 2.4 metres at the rate of 0.5 space for every 200 square metres or part thereof of the gross floor area of any conference or banquet facilities or both to be provided in the hotel or hotels erected or to be erected on the lot unless the Director consents to another rate.

Such spaces shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers, guests or patrons of the hotel or hotels erected or to be erected on the lot and their visitors or invitees.

Parking spaces for vehicles by disabled person

(b) Out of the spaces provided under sub-clauses (a)(i) and (a)(ii) of this Special Condition (as may be varied under Special Condition No. (58) hereof), 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 rate of two spaces for every 200 spaces or part thereof of the total number of spaces provided in accordance with sub-clauses (a)(i) and (a)(ii) of this Special Condition (as may be varied under Special Condition No. (58) hereof). The spaces so reserved and designated shall be located at such position and level as shall be approved in writing by the Director and each of the spaces shall measure 3.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres. Such spaces 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 occupiers, guests or patrons of the hotel or hotels erected or to be erected on the lot and their visitors or invitees.

(c) The Purchaser shall provide within the lot and to the satisfaction of the Director:

Loading and unloading of goods vehicles

- (i) spaces for the loading and unloading of goods vehicles in connection with the hotel or hotels erected or to be erected on the lot each measuring 3.5 metres in width and 11.0 metres in length with a minimum headroom

of 4.7 metres at the rate of one space for every 100 hotel rooms or part thereof unless the Director consents to another rate;

Space for picking up
and setting down of
passengers

- (ii) spaces for the picking up and setting down of passengers from motor vehicles (including taxis) each measuring 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres at a rate to be calculated by reference to the number of hotel rooms in the hotel or hotels erected or to be erected on the lot as set out below:

Number of hotel rooms	Number of spaces to be provided
Less than 300	2
300 to less than 600	3
600 or more	4

- (iii) spaces for the picking up and setting down of passengers from tour buses or coaches each measuring 3.5 metres in width and 12.0 metres in length with a minimum headroom of 3.8 metres at a rate to be calculated by reference to the number of hotel rooms in the hotel or hotels erected or to be erected on the lot as set out below:

Number of hotel rooms	Number of spaces to be provided
Less than 300	1
300 to less than 900	3
900 or more	3

(d) The spaces provided under sub-clauses (a), (b) and (c) of this Special Condition (as may be varied under Special Condition No. (58) hereof) shall not be used for any purposes other than those respectively stipulated therein and, in particular, the said spaces shall not be used for the storage, display or exhibition of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(e) The disposition and layout of the hotel reception area and the access roads, parking stalls, arcades, passage-ways, escalators, lift entrances within the hotel or hotels erected or to be erected on the lot and linking to public roads and footways shall be designed and provided in all respects to the satisfaction of the Director.

Flexibility in parking
provisions

(58) Notwithstanding sub-clauses (a) and (c) of Special Condition No. (55) hereof, sub-clause (a) of Special Condition No. (56) hereof and sub-clauses (a) and (c) of Special Condition No. (57) 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.

Parking spaces etc.
excluded from gross
floor area calculation

(59) (a) For the purpose of calculating the total gross floor area referred to in sub-clause (c) of Special Condition No. (16) hereof,

- (i) there shall not be taken into account
- (I) the spaces provided in accordance with Special Condition Nos. (55), (57)(a), (57)(b) and (58) hereof if they are provided below ground level;
 - (II) the spaces provided in accordance with Special Condition Nos. (56), (57)(c)(i) and (58) hereof if they are provided at or below ground level; and
 - (III) the spaces provided in accordance with Special Condition Nos. (57)(c)(ii) and (57)(c)(iii) hereof.
- (ii) if the spaces provided in accordance with Special Condition Nos. (55), (57)(a), (57)(b) and (58) hereof are provided at or above ground level or the spaces provided in accordance with Special Condition Nos. (56),

(57)(c)(i) and (58) 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. (16)(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. (16)(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.

Common Area (60) The spaces provided within the lot in accordance with Special Condition No. No. (56) hereof (as may be varied under Special Condition No. (58) hereof) shall be for the common use of all the owners or occupiers of the building or buildings erected or to be erected on the lot for office purposes and non-industrial (excluding residential, office, hotel, godown and petrol filling station purposes) and their bona fide visitors or invitees and shall be designated as and form part of the Common Area referred to in Special Condition No. (52)(a)(v) hereof.

Deposit of car park layout plan (61) A plan approved by the Director indicating the layout of all the parking, loading and unloading spaces, picking up and setting down spaces and lay-bys to be provided within the lot in accordance with Special Condition Nos. (55), (56) and (57) hereof (as may be varied under Special Condition No. (58) hereof), or a copy of such plan certified by the Authorized Person 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. (49)(c) hereof, a lease or tenancy agreement or licence or an agreement for such lease or tenancy or licence under Special Condition No. (50)(c) hereof and a building mortgage under Special Condition No. (49)(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, loading and unloading spaces, picking up and setting down spaces and lay-bys 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. (55), (56) and (57) hereof. The Purchaser shall maintain the parking, loading and unloading spaces, picking up and setting down spaces and lay-bys 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 and any parking spaces within the Government Accommodation, no part of the lot or any building or structure thereon shall be used for parking purposes.

No advertisement (62) The Purchaser, excluding F.S.I., shall not exhibit or allow or suffer to be exhibited on the lot or any part thereof or on the exterior of any building or buildings or other structure or structures erected or to be erected thereon or any part thereof any placard, poster, sign or advertisement without the prior written consent of the Director.

Geotechnical difficult site (63) (a) The Purchaser hereby acknowledges that the lot may be geotechnically difficult to develop or redevelop and accepts that upon any development or redevelopment of the lot extensive geotechnical investigation will be required. The Purchaser further accepts that such investigations may reveal the need for a high level of involvement of an experienced geotechnical engineer both in the design and in the supervision of geotechnical aspects of the works required to be carried out on the lot. The Purchaser hereby acknowledges and agrees that all costs, charges, fees or other expenses whatsoever arising out of any geotechnical investigations, design works, construction, supervision or any other matters whatsoever will

be entirely his own responsibility and the Purchaser further acknowledges and agrees that the Government shall be under no liability whatsoever in respect of any such costs, charges, fees or other expenses.

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

Set back

(64) 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

(65) (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. (64) 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

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

Anchor maintenance

(67) 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

(68) (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

(69) 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 Area or the Green Stippled Black Area or the Yellow Area or any combination thereof 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 part thereof or the Green Area or the Green Stippled Black Area or the Yellow Area or any combination thereof or any part thereof or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Purchaser shall pay to the Government on demand the cost of such works). If the Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or the Green Area or the Green Stippled Black Area or the Yellow Area or any combination thereof 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

(70) (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

(71) 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.

Decontamination

(72) (a) The Purchaser shall take or cause to be taken such action as shall be necessary to avoid soil and groundwater contamination to the lot, the Green Stippled Black Area and any adjacent or adjoining Government land or any part thereof or any building or structure thereon (whether on, above or below ground level) arising out of the development, redevelopment or use of the lot, the Green Stippled Black Area or otherwise and shall at his own expense carry out all necessary works (hereinafter referred to as "the Preventive Works") to prevent such soil and groundwater contamination occurring.

(b) The Purchaser shall:

- (i) within 6 calendar months or such shorter period as specified by the Director, after possession of the Green Stippled Black Area shall be given to the Purchaser in accordance with Special Condition No. (20)(a) hereof carry out at his own expense a soil and groundwater contamination assessment (hereinafter referred to as "the First Contamination Assessment") to the satisfaction of the Director of Environmental Protection in respect of the Green Stippled Black Area and any adjacent or adjoining Government land and any building or structure thereon (whether on, above or below ground level) and thereafter submit a report on the First Contamination Assessment to the Director not later than 6 calendar months after possession of the Green Stippled Black Area shall be given to the Purchaser in accordance with Special Condition No. (20)(a) hereof or such other date as may be specified and notified in writing to the Purchaser by the Director; and
- (ii) within 18 calendar months or such shorter period as specified by the Director, before the expiration or sooner determination of the term hereby agreed to be granted carry out at his own expense a soil and groundwater contamination assessment (hereinafter referred to as "the Second Contamination Assessment") to the satisfaction of the Director of Environmental Protection in respect of the lot and any adjacent or adjoining Government land and any building or structure thereon (whether on, above or below ground level) and thereafter submit a report on the Second Contamination Assessment to the Director not later than 12 calendar months before the expiration or sooner determination of the term hereby agreed to be granted or such other date as may be specified and notified in writing to the Purchaser by the Director.

Upon demand in writing by the Director, the Purchaser shall at his own expense and in all respects to the satisfaction of the Director of Environmental Protection carry out in such manner and within such time limit as the Director shall specify such decontamination or other works as shall be required by the Director (hereinafter referred to as "the Decontamination Works") in respect of the lot, the Green Stippled Black Area and any adjacent or adjoining Government land and any building or structure thereon (whether on, above or below ground level).

(c) If the Purchaser shall in any respect neglect or fail to carry out the Preventive

Works or the First Contamination Assessment or the Second Contamination Assessment or the Decontamination Works in accordance with sub-clauses (a) and (b) of this Special Condition,

- (i) the Director may at his sole discretion execute and carry out the Preventive Works, the First Contamination Assessment, the Second Contamination Assessment or the Decontamination Works (hereinafter collectively referred to as "the Preventive and Decontamination Works") and the Purchaser shall on demand pay to the Director the cost thereof as shall be certified by the Director on a full indemnity basis; or
- (ii) the Purchaser shall on demand pay to the Director in one lump sum an amount equal to the estimated cost of carrying out the Preventive and Decontamination Works which estimated cost shall be determined by the Director of Environmental Protection at his sole discretion, and in the event of the said lump sum payment being insufficient to cover the cost of carrying out the Preventive and Decontamination Works whether by the Director or by any person entrusted with the Preventive and Decontamination Works, the Purchaser shall on demand pay the shortfall to the Director on a full recovery basis.

(73) Whenever 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.

Definition of gross
floor area

(74) (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. (44) and (59) 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 floor space that he is satisfied is constructed or intended solely for use as supporting facilities of a hotel and which has been excluded by the Building Authority from calculation of gross floor area under Regulation 23A(3)(b) of the Building (Planning) Regulations, any amendment thereto or substitution therefor;

- (III) any structure or floor space, including, but not limited to, any communal sky garden, communal podium 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
- (IV) any structure or floor space other than that 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 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, communal podium 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 Area referred to in Special Condition No. (52)(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 the purposes of:
 - (I) office which may in accordance with these Conditions be excluded from the calculation of the total gross floor area stipulated in sub-clause (c) of Special Condition No. (16) 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;
 - (II) non-industrial (excluding residential, office, hotel, godown and petrol filling station) which may in accordance with these Conditions be excluded from the calculation of the total gross floor area stipulated in sub-clause (c) of Special Condition No. (16) 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

- (III) hotel or hotels which may in accordance with these Conditions be excluded from the calculation of the total gross floor area stipulated in sub-clause (c) of Special Condition (16) 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-clauses (d)(i)(I) or (d)(i)(II) or (d)(i)(III) 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 for the purposes of office, non-industrial (excluding residential, office, hotel, godown and petrol filling station) and hotel referred to respectively in sub-clauses (d)(i)(I), (d)(i)(II) and (d)(i)(III) 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 to in sub-clause (d)(i) of this Special Condition are:

- (i) 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;
- (ii) chimney shaft;
- (iii) 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);
- (iv) non-structural prefabricated external wall the thickness of which does not exceed 150 millimetres;
- (v) 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) (other than the segregated pedestrian ways or paths referred to in Special Condition No. (40) hereof);
- (vi) void over main or common entrance of the building or buildings erected or to be erected on the lot; and
- (vii) projection which projects more than 750 millimetres from the external wall of the building or buildings erected or to be erected on the lot.

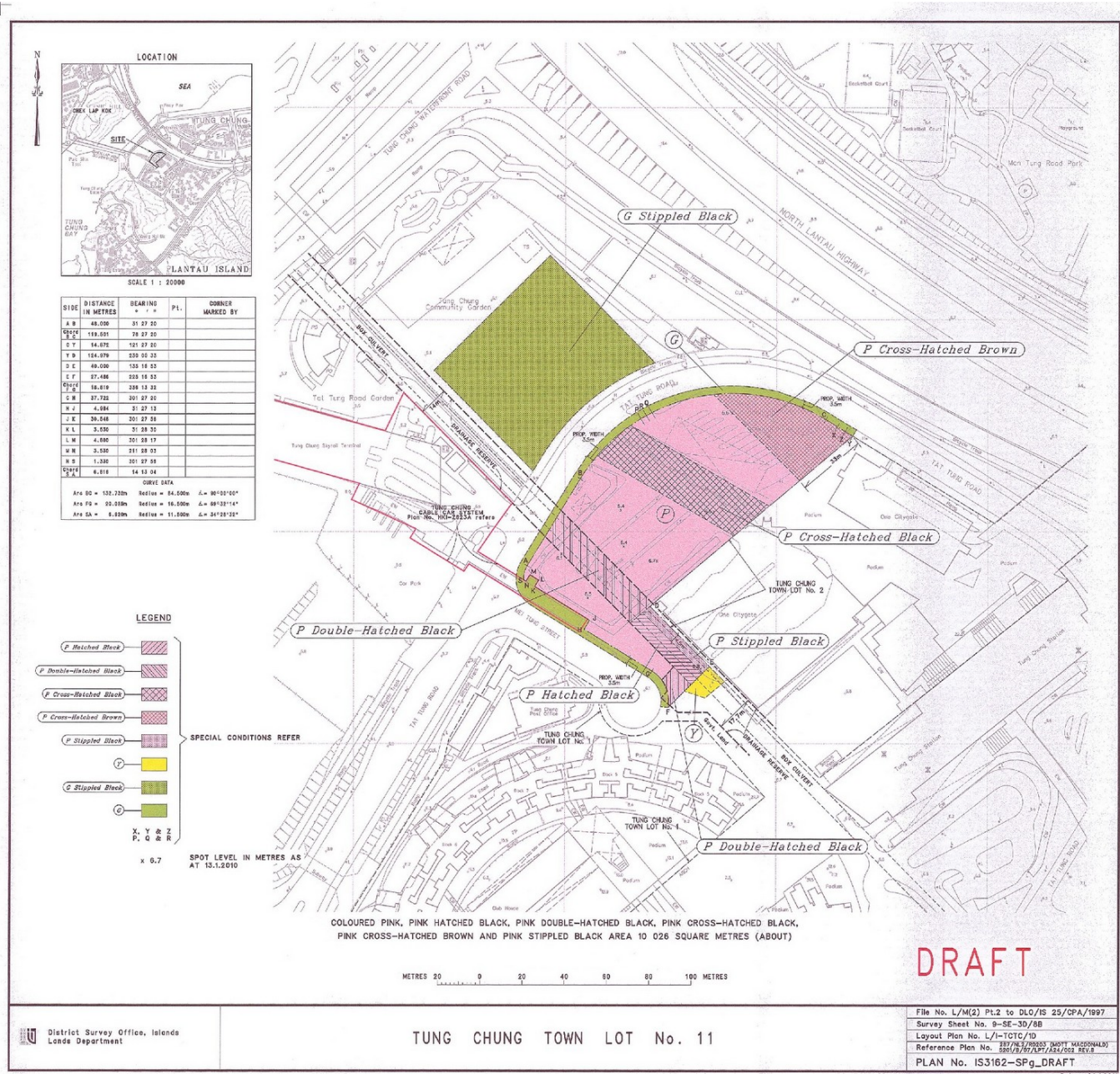
No grave or
columbarium
permitted

(75) (a) 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.

(b) No memorial tablets shall be placed on the lot or in any building or buildings erected or to be erected on the lot.

Purchaser's
covenants

(76) All covenants made by the Purchaser in these Conditions are made by him on behalf of himself, his successors in title and persons deriving title under or through him or them and the Purchaser shall be liable for any acts done by any persons deriving title under or through him or them. All such covenants are intended to run with the lot and burden the same. Further all such covenants are made with the Government and are intended to benefit the reversionary interest in the lot.



TECHNICAL SCHEDULE
Government Accommodation and
Temporary Public Transport Terminus
(Tung Chung Town Lot No. 11)

General
Requirements

1. The Government Accommodation (hereinafter referred to as “the GA”) and the Temporary Public Transport Terminus (hereinafter referred to as “the TPTT”) shall comply with the following general requirements and be completed to the satisfaction of the Director of Architectural Services, the Commissioner for Transport, the Director of Highways, the Director of Civil Engineering and Development, the Director of Fire Services, the Director of Environmental Protection, the Director of Drainage Services, the Director of Water Supplies, the Director of Electrical and Mechanical Services, and the Director of Lands (hereinafter collectively known as “Government Representatives”) through the Project Manager of Hong Kong Island and Islands Development Office, Civil Engineering and Development Department (hereafter referred to as “PM/HKI&I”):-
 - (a) The GA shall be designed and constructed at ground level in compliance with the Conditions of Sale in respect of Tung Chung Town Lot No. 11 (hereinafter referred to as “the Conditions”), the Technical Schedule, the Annexes hereto as a self contained facility capable of being wholly managed and maintained by the Government or Government’s agent independently, and shall comprise:-
 - 8 nos. franchised bus bays;
 - 10 nos. franchised bus stacking bays;
 - 7 nos. non-franchised bus bays;

The TPTT at the Green Stippled Black Area (as defined in the Special Conditions) shall be designed and constructed at ground level in compliance with the Conditions, the Technical Schedule, the Annexes hereto as a self contained facility capable of being wholly managed and maintained by the Government or Government’s agent independently, and shall comprise:-

 - 9 nos. franchised bus bays;
 - 3 nos. non-franchised bus bays;
 - (b)(i) The GA and the TPTT shall be provided with and include inter alia, all bus bays, bus stacking bays, carriageway, access roads, run-ins, run-outs, passenger platforms, queuing areas, footways, kerbs and edgings;
 - (ii) Drainage provision for the GA and the TPTT shall include, inter alia, all trapped gullies, gully gratings and frames, gully connection manholes, surface water and foul water piped networks, etc., connected independently to the Government drainage system outside the lot;

- (iii) Sub-surface ducts shall be provided within the GA and the TPTT for the purpose of accommodating, inter alia, power supplies and/or communication equipment for traffic aids, traffic bollards, passenger information display panels and other furniture. Further additional ducts shall be provided for other services and utilities connections;
- (iv) Safety and protective measures shall be provided in the GA and the TPTT and include, inter alia, queue railings, tubular railings, safety barriers, and related traffic aids, fire services mains and associated fittings and fire fighting equipments;
- (v) The GA and the TPTT shall also be provided with and include, inter alia, other services mains, lightings, ventilation, switch rooms and cubicles, finishes, fittings, signs including necessary associated and ancillary space, services and facilities, disabled facilities and any other items deemed necessary by the Government Representatives (through PM/HKI&I) within the lot and the Green Stippled Black Area (as defined in the Special Conditions) all of which shall be constructed in full in accordance with the requirements of this Technical Schedule; and
- (vi) The lighting and ventilation systems shall be designed and constructed in full in accordance with the requirements of Annex IV of this Technical Schedule.
- (c) A comprehensive system of pedestrian footpaths with suitable pedestrian facilities and crossing points shall be provided to the GA and the TPTT to the satisfaction of the Commissioner for Transport to facilitate pedestrian circulation.
- (d) Facilities and services of any nature whatsoever which do not directly serve, relate to or pertain to the GA and the TPTT shall not be accommodated in or pass through the GA and the TPTT without the prior written approval of the Government Representatives (through PM/HKI&I).
- (e) The Purchaser shall be responsible for the design, supervision, construction, and maintenance within the Defects Liability Period and the Defects Liability Period in respect of the TPTT (both as defined in the Special Conditions) (hereinafter collectively referred to as “the Defects Liability Periods”) of the GA and the TPTT in accordance with good practice generally and with the particular requirements of this Technical Schedule and to a standard at least as high as that achieved in comparable government built facilities in such a way that future maintenance costs are minimized.

Unrelated Facilities
and Services

Services requiring Government operation and maintenance shall not be located in private premises nor shall any access to the services be gained via private premises without the prior written approval of the Government Representatives (through PM/HKI&I).

Submissions

- (f) The Purchaser shall submit to the Government Representatives (through PM/HKI&I) full details of his design proposals for agreement at the master plan, sketch plan and working drawing stages. Samples of all proposed finishing materials shall be submitted to the Director of Architectural Services for agreement prior to the placement of procurement orders.

Agreement of the submissions shall be limited to the standards of provision, safety and general principles of design. The Purchaser shall be responsible for the detailed design and shall ensure that such design complies fully with the requirements of the Technical Schedule and the Specifications referred to therein. Relevant design calculations for building services installation shall be submitted to the Director of Electrical and Mechanical Services.

The Purchaser shall submit to the Commissioner for Transport, the Director of Highways, the Director of Architectural Services and Director of Electrical and Mechanical Services the reports or calculation, which are described in details in Annex IV for approval.

The Purchaser shall submit to the Director of Fire Services copies of Form FS 251 after inspection and testing of fire services systems and equipments in accordance with the regulations throughout the Defects Liability Periods. The Purchaser shall also submit copies of Form 251 for inspections and testings of fire services systems and equipments that shall be carried out not more than two weeks before the expiring date of Defects Liability Periods.

Materials and Workmanship

- (g) Materials and workmanship for all finishes and features shall be maintenance-free, in compliance with all standards indicated herein or as may be required by the Government Representatives and shall be compatible with the finishes and features of other integral or adjacent accommodation erected by the Purchaser in accordance with the Conditions.

Compliance

- (h) All works shall comply with all statutory ordinances, regulations, standards, specifications, practice notes and codes relevant to all building works and public works contracts in The Hong Kong Special Administrative Region (hereinafter referred to as "Hong Kong") including but not limited to those which are listed under the Annexes to this Technical Schedule.
- (i) The submission of design details or the inspection of the construction works, or any approval thereto by the Government Representatives and the Government Representatives shall not relieve the Purchaser from his responsibility for satisfactory compliance with the above stipulations.
- (j) The Purchaser shall conduct/arrange site inspections/meetings and testings before and upon substantial completion, prior to handover, and at the end of the Defects Liability Periods, for briefing(s) on specific electrical/mechanical/fire services and/or other installations, to be attended by government staff or their agent, all as required by the Government Representatives.

The Purchaser shall not consider the GA and the TPTT be substantially completed without the prior approval from all the Government Representatives.

The Purchaser shall provide the following items prior to the formal handover of the GA (and the TPTT where appropriate) :

- (i) Fire Service Certificate
- (ii) Works Completion Certificate under Electricity Ordinance, Chapter 406
- (iii) Water Supply connection certificate
- (iv) Occupation Permit
- (v) Schedule of Keys
- (vi) Any other documents considered relevant to and upon request by the respective Government Representatives

Record Drawings

- (k) No later than 8 weeks from the date of delivery of possession of the GA and the TPTT by the Purchaser, the Purchaser shall provide three complete sets or more if required of the following documents to the Government Representatives (through PM/HKI&I):-
 - (i) As-built/installed, scaled and dimensioned record drawings of building, plumbing and drainage plans (including CCTV drainage survey record and report and other details) and building services drawings (including all wiring diagrams and circuit diagrams down to component level) on 35mm non-perforated microfilm mounted in translucent microfiche aperture cards each 188mm x 84mm in size and with polyester pocket and tabulated data in the format approved by the Government Representatives.
 - (ii) Schedules of all proprietary materials, fixtures, fittings and appliances with name and contact telephone numbers of their suppliers/agents in Hong Kong.
 - (iii) Services installation certificate, including but not limited to Fire Service Certificate, Electrical Work Completion Certificate and surveyor's certificate for lifting appliances. All with validity dates beyond the end of the Defects Liability Periods.
 - (iv) The operation and maintenance manuals, as-built drawings, and test reports for all plant, equipment and other items as appropriate, such as survey certificate(s) for lift, lifting appliances pressure vessels. All such manuals shall be bound into separate volumes for each type of Building Services and Electrical & Mechanical Installation or equipment. The as-built drawings in the format approved the relevant Government Representatives.
 - (v) Dyeline prints for all drawings as (i) and (iv) above.

- (vi) Two sets of CD-ROM computer disk in Microstation for all drawings as (i) and (iv) above. The hard copies of the drawings shall be provided. The format of drawings shall be approved by the relevant Government Representatives.
- (vii) Digitized copies of the Control Drawings and as-built drawings of the layout of the GA and the TPTT in the format to be specified by the relevant Government Representatives.
- (viii) Relevant design calculations for the road pavements, drainage and covers, etc.
- (ix) Air quality measurement reports, air change calculation, fan operation schedule and related power consumption calculation.
- (x) Any other record which is essential to facilitate future maintenance.
- (xi) Final approved drawings showing types and quantities of fire service installation/appliances approved by Director of Fire Services.
- (xii) Noise level measurement report and the measurement method should be in accordance with the Technical Memorandum for the Assessment of Noise from Places other than Domestic Premises, Public Places or Construction Sites.

Spare Materials and Parts

- (1) No later than 8 weeks from the commencement of the Defects Liability Periods and before the respective dates on which any part of the GA and the TPTT are handed over, the Purchaser shall provide the following spare materials and parts:-
 - (i) 100 nos. whole pieces or 5% whichever is greater each of the different type, colour and pattern of wall and floor tiles, paving slab, tactile paving tiles/blocks, etc. used.
 - (ii) Spares and special tools for 2-years operation and maintenance of all the fire services, electrical and mechanical plant and equipment.
 - (iii) 10% lighting fittings complete with control gear and lamps and 1 no. miniature circuit breaker for each rating.
 - (iv) 5% of other materials which is in the opinion of the relevant Government Representatives are not readily available in the market. Any further quantities to be determined by the relevant Government Representatives shall be provided at Government costs.
 - (v) Mechanical Ventilation and Air Condition (MVAC) for the GA

1. Spanners to fit all nuts on fans, etc.
2. 10% of total quantities supplied of all fan belts
3. 55 of total quantities and not less than 2 spare of each type (i.e. NO₂, SO₂, CO) of air monitoring sensor installed
4. 30% spare fusible links for fire damper
5. 50% spare electrothermal links fire damper equipped with electrothermal link
6. 5% of total quantities and not less than 3 spare of probe type smoke detector
7. 30% of total quantities of washable filter shall be contained in suitable steel shelves inside filter cleansing room
8. 1 set of operational software & hardware of operation programme for the Direct Digital Control (DDC) and computer shall be provided

(vi) Plumbing and Drainage Services

1. Three gland packings or mechanical seals for each pump
2. One set of key for pit cover

(vii) Electrical services

1. Minimum of 3 nos. of fuse cartridge or 10% of total quantity of each triple pole fuse switch or switchfuse and minimum two number of each rating, whichever is larger
2. Provide at least 10% and not less than 3 spare fuses and links for each rating of fuses and links provided for the Local Motorized Control Panels (LMCPs). Fit spare fuses and links in clips within a dedicated compartment of the LMCPs
3. Provide at least 10% and not less than 5 spare terminals for each terminal block provided
4. One hydraulic operated Air Circuit Breaker (ACB) handling truck suitable to handle all sizes of ACBs provided to each main switch room and emergency generator room
5. One set of portable earthing equipment for each main incoming ACB and generator switchboard provided
6. Three sets of operating handles, jigs, etc. for the normal charging, racking in and out of all ACBs provided

7. Floor rubber mat to BS921/1976 shall be provided to front and rear of main switchboard and generator switchboard, the dimensions of floor rubber mat shall be 900mm (length) and 600mm (width) x full width of the switchboard in front and at rear of the switchboards
8. Fifteen (15) numbers of each pattern and colour of indicating lamps provided
9. Ten (10) numbers of each pattern and colour of push buttons provided
10. 10% of each type of DC relays, AC relays, time delay timer, battery back up type 24 hours timer and timers provided
11. One number of auto voltage regulator (A.V.R.), two numbers of rotating diodes, one set of fan belt, one set of oil filter element seals, low oil pressure switch, high temperature switch, injection nozzle and one set of fuel filter element with seals for each standby generating sets. All parts shall be contained in suitable steel locker inside genset room
12. Two numbers of portable 60W double insulated inspection lamp to IP45 for maintenance of air plenum
13. One set of maintenance tools and gauges (as recommended by the standby generator manufacturer) shall be contained in suitable steel box with lid fitted with padlock.
14. 1 number of each rating of Miniature Circuit Breaker (MCB), Residue Current Device (RCD) and Moulded Case Circuit Breaker (MCCB) for electrical installation in connecting with the respective building services installation

(viii) Electrical Services (Highbay Lighting)

1. Minimum of 3 nos. of fuse cartridge or 10% of total quantities of each triple pole fuse switch or switch or switchfuse and minimum two number of each rating, whichever is larger
2. Provide at least 10% and not less than 5 spare terminals for each terminal block provided
3. Floor rubber mat to BS921/1976 shall be provided to front and rear of main switchboard and generator switchboard
4. At least 10% of total quantity of each pattern and colour of indicating lamps provided
5. At least 10% of total quantity of each pattern and colour of push buttons provided
6. 10% of each type and wattage of lighting fitting complete with lam control gears and lamp bulbs provided

7. 10% of each type of DC relays, AC relays and timers provided
 8. Minimum one number or 10% of total quantity of photoelectric cell provided, whichever is larger
 9. 10% MCBs for the highbay lighting power supply, one number each of contactor and time switch for the highbay lighting control
 10. At least 10% of total quantity of each rating of MCCB for electrical installation in connecting with the respective building services installation, whichever is larger
- (ix) Hydraulic Platform
1. 1 number of spare battery
- (x) DDC System
1. 1 spare harddisk
 2. All required software

Defects Liability
and Maintenance

- (m) The Purchaser shall without affecting the operation of the GA and the TPTT at his own expense make good all defects inclusive of design, material and workmanship or non-compliances with the stipulations in the Annexes to this Technical Schedules for all building works, drainage and road works, fitting out works, environmental and building service installations and electrical, mechanical plants during the Defects Liability Periods and provide free maintenance for all building works, drainage and road works, fitting out works, environmental and building service installations and electrical, mechanical plants within the Defects Liability Periods. The free maintenance shall include the routine maintenance at agreed schedule of all structures, drainage elements, road slabs, plant and equipment, emergency repairs and 24-hour fault attendance. The free maintenance shall be in accordance with the General Specifications, Standards and Requirements listed in the Annexes to this Technical Schedule. In particular, Level Two maintenance services as stipulated in the General Specification for Air-conditioning and Central Monitoring & Control Installation in Government Buildings of the HKSAR (Annex II, item 1(b)) shall be provided for the mechanical ventilation installation.

The Purchaser shall invite the relevant Government Representatives to the witness tests of the building service installations before both work completion and expiration of Defects Liability Periods.

The Purchaser shall immediately carry out rectification works on defects of fire services systems, electrical and mechanical systems and maintain the systems in normal condition during the Defects Liability Periods.

The Purchaser shall conduct air quality measurement to demonstrate that the air quality of the GA shall meet the air quality objectives stipulated in the latest edition and subsequent amendments of EPD's ProPECC Practice Note PN1/98 – Control of Air Pollution Control in Semi-Contained PTIs 2 months prior to expiry of the Defects Liability Period (as defined in the Special Conditions). The measurement shall be conducted 24 hours a day for a continuous period of 7 days.

A maintenance schedule (including the free maintenance schedule for Defects Liability Periods) shall be submitted to the Government Representatives (through PM/HKI&I) for approval prior to the handover of the GA and the TPTT. Throughout the Defects Liability Periods, the Purchaser shall submit testing, inspection and maintenance records at quarterly intervals.

All licenses/certificates for the installations/plants should be handed over to the Government Representatives upon expiry of the Defects Liability Periods.

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| Building Requirements | 2. The GA and the TPTT shall be designed, constructed and maintained during the Defects Liability Periods to the satisfaction of the Government Representatives to incorporate, inter alia, the following particular requirements:- <ul style="list-style-type: none">(a) Building, highways, water supply, drainage, environmental and building services in accordance with the requirements listed under Annexes I and III to this Technical Schedule. |
| Traffic Signage | <ul style="list-style-type: none">(b) Traffic signs, traffic directional signs and pedestrian directional signs system and road markings in both Chinese and English where deemed necessary in agreed materials, lettering and graphics. |
| Design for the Elderly and Disabled | <ul style="list-style-type: none">(c) All parts of the GA and the TPTT shall be easily accessed by the elderly and peoples with disabilities and in accordance with the latest edition and subsequent amendments of the Design Manual: Barrier Free Access and Building (Planning) Regulation 72 and relevant chapters of the Transport Planning and design manual, in particular, volume 6, chapter 8 as appropriate. The design is to take into account safety aspects, with slippery surfaces, sharp edges, level difference, protrusions, luminous contrast and corners avoided. |
| Environmental and Building Services Requirements | 3. The GA and the TPTT shall be designed and constructed to the satisfaction of the Government Representatives to incorporate, inter alia, the following building services requirements:- <ul style="list-style-type: none">(a) The Purchaser shall submit full details of his proposals for the agreement of the Director of Highways in respect of the lighting installation, ventilation installation and energy saving operation plan on ventilation and lighting, including a maintenance schedule for maintaining the installation during the Defects Liability Periods. The Purchaser shall submit for the agreement of the Government Representatives in respect of the services prior to tender and shall submit samples to be used for approval by the same Authorities prior to placing of procurement orders. |

- (b) All specifications, practice notes and codes of practice relevant to public works contracts in Hong Kong, including but not limited to the specifications and standards listed in Annexes II and IV to this Technical Schedule shall be complied with.
- (c) Services requiring Government operation and maintenance shall not be run in private premises nor shall any access to them be gained via private premises without prior written approval of the Government Representatives.
- (d) Adequate and proper facilities for operation and maintenance of plant, equipment and installations in respect of the GA and the TPTT shall be provided. These include, inter alia, lifting beams or hooks for heavy equipment, access panels for concealed equipment or components requiring operation, adjustment, inspection or routine service, permanent maintenance platforms and catwalk complete with lighting and power sockets for high level machines, hydraulic platform for high level ducting and highbay lighting equipment or components and lightings, hydraulic trucks for handling Air Circuit Breaker's, portable earthing set and rubber mats for cubicle switchboard etc., and any others as required and to be approved by the Government Representatives.

Lifting appliances including beam and hooks shall be surveyed by qualified surveyor in accordance with the Factories and Industrial Undertakings (Lifting Appliances) Regulations with certificates issued.

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| Control Drawings | 4. | The GA and the TPTT shall be designed and constructed to the satisfaction of the Government Representatives in accordance with the Control Drawings annexed at Annex V (hereinafter referred to as "the Control Drawings") or any subsequent revisions as may be approved by the Government Representatives. |
| Site Inspection for the GA and the TPTT Construction | 5. | Government Representatives would reserve their rights for the site inspection of the GA and the TPTT construction, testing and commissioning to ensure that the energy efficiency and conservation measures are in place properly. |

LIST OF ANNEXES

Annex I	General Specifications and Standards for Building and Highway Works for the Government Accommodation & the Temporary Public Transport Terminus
Annex II	General Specifications and Standards for Environmental and Building Services Works for the Government Accommodation & the Temporary Public Transport Terminus
Annex III	Particular Building, Highways, Water Supply and Drainage Requirements for the Government Accommodation & the Temporary Public Transport Terminus
Annex IV	Particular Environmental and Building Services Requirements for the Government Accommodation & the Temporary Public Transport Terminus
Annex V	Control Drawings

ANNEX I

General Specifications and Standards for Building and Highway Works for the Government Accommodation & the Temporary Public Transport Terminus

- Documents
1. The Purchaser shall comply with the latest edition and subsequent amendments of the following documents:-
 - (a) General Specification for Building, Architectural Services Department 2003, Architectural Services Department;
 - (b) Architectural Services Department Standard Drawings as appropriate;
 - (c) Architectural Services Department Technical Instructions as appropriate;
 - (d) Design Manual : Barrier Free Access;
 - (e) General Specification for Civil Engineering Works, 2006 Edition (Hong Kong Government);
 - (f) Highways Department Standard Drawings, relevant Road Notes, relevant Guidance notes and Structural Design Manual for Highways and Railways issued by the Highways Department as appropriate;
 - (g) Civil Engineering Manual of the Civil Engineering and Development Department, Volume V & Chapter 10 (Public Lighting);
 - (h) Public Lighting Design Manual issued by Lighting Division, Highways Department;.
 - (i) Relevant volumes/chapters of Transport Planning & Design Manual of Transport Department;
 - (j) Drainage Services Department Standard Drawings, Storm Drainage Manual and Sewerage Manual as appropriate;
 - (k) Relevant Government Circulars such as PWDTC, LWBTC, ETWB TC & DEVB TCW and those in the HKSAR Project Administration Handbook for geotechnical submission as appropriate;
 - (l) Buildings Ordinance, Chapter 123 and allied Regulations and Code of Practice.
 2. Whereas documents pertaining to Hong Kong statutory instruments are not included in the above list, the need for strict compliance with those instruments remains mandatory.

ANNEX II

General Specifications and Standards for Environmental and Building Services Works for the Government Accommodation and the Temporary Public Transport Terminus

- Documents
1. The Purchaser shall comply with the latest edition and subsequent amendments of the following documents:-
 - (a) General Specification for Electrical Installations in Government Buildings of the HKSAR issued by BS Branch, Architectural Services Department;
 - (b) General Specification for Air Conditioning, Refrigeration, Ventilation and Central Monitoring and Control System Installation in Government Buildings of the HKSAR issued by BS Branch, Architectural Services Department;
 - (c) General Specification for Fire Service Installation in Government Buildings of the HKSAR issued by BS Branch, Architectural Services Department;
 - (d) General Specification for Lift, Escalator and Passenger Conveyor Installation in Government Buildings of the HKSAR issued by BS Branch, Architectural Services Department;
 - (e) Building Services Branch Testing and Commissioning Procedures issued by BS Branch, Architectural Services Department;
 - (f) Electricity Ordinance, Chapter 406;
 - (g) Air Pollution Control Ordinance, Chapter 311;
 - (h) Noise Control Ordinance, Chapter 400;
 - (i) Factories and Industrial Undertakings (Lifting Appliances) Regulations;
 - (j) Environmental Protection Department's Practice Note for Professional Persons: Control of Air Pollution in Semi-Confined Public Transport Interchanges (ProPECC PN1/98 issued in March 1998);
 - (k) Code of Practice for the Electrical (Wiring) Regulations, Electrical & Mechanical Services Department;
 - (l) Relevant volumes/chapters of Transport Planning and Design Manuals of Transport Department;
 - (m) Code of Practice for Minimum Fire Service Installations and Equipment, Fire Services Department.

- (n) To achieve energy efficiency of the installations, all the code of practice and guidelines published by the Electrical and Mechanical Services Department in connection with energy efficiency shall be incorporated in the design and specification where appropriate and applicable. The following code of practice and guidelines shall be followed:
- (i) Code of Practice for Energy Efficiency of Lighting Installations
 - (ii) Code of Practice for Energy Efficiency of Air Conditioning Installations
 - (iii) Code of Practice for Energy Efficiency of Electrical Installations
 - (iv) Code of Practice for Energy Efficiency of Lift and Escalator Installations
 - (v) Guidance on Energy Efficiency of Lighting Installations
 - (vi) Guidance on Energy Efficiency of Air Conditioning Installations
 - (vii) Guidance on Energy Efficiency of Electrical Installations
 - (viii) Guidance on Energy Efficiency of Lift and Escalator Installations
 - (ix) ESG 14 General Specification for Monochrome and Colour Closed Circuit Television System issued by Electrical & Mechanical Services Department
 - (x) Chapter 9 of the Hong Kong Planning Standards & Guidelines
- (o) Model Electrical Specification for Covered Public Transport Interchange Lighting Installations issued by Lighting Division, Highways Department
- (p) Specification of Uninterruptible Power Supply (UPS) System for Covered Public Transport Interchange Lighting Installations issued by Lighting Division, Highway Department
- (q) Emergency Lighting Requirements for Covered Public Transport Interchange Lighting Installations issued by Lighting Division, Highway Department
- (r) Technical Memorandum for the Assessment of Noise from Places other than Domestic Premises, Public Places or Construction Site issued by Environmental Protection Department
- (s) Factories and Industrial Undertakings Ordinance, Chapter 59
- (t) Occupational Safety and Health Ordinance, Chapter 509
- (u) Buildings Ordinance, Chapter 123 and allied Regulations and Code of Practice

2. Most documents listed in (a) to (n) above can be obtained from online Government Bookstore at standard charges. Documents above which are not available from online Government Bookstore may be obtained from the Director of Architectural Services or relevant Government Representatives upon request.
3. Whereas documents pertaining to Hong Kong statutory instruments are not included in the above list, the need for strict compliance with those instruments is mandatory.

ANNEX III

Particular Building, Highways, Water Supply and Drainage Requirements For the Government Accommodation and the Temporary Public Transport Terminus

- The Government Accommodation and The Temporary Public Transport Terminus
1. The Government Accommodation shall be located at ground level of Tung Chung Town Lot No. 11 and comprises :-
- 8 nos. franchised bus bays;
 - 10 nos. franchised bus stacking bays;
 - 7 nos. non-franchised bus bays;
- The Temporary Public Transport Terminus shall be located at ground level of the Green Stippled Black Area (as defined in the Special Conditions) and comprises:-
- 9 nos. franchised bus bays;
 - 3 nos. non-franchised bus bays.
- a. All franchised and non-franchised saw-tooth bus bays and bus stacking bays shall be designed to cater for the operation of 12m long double deck buses
- b. One (1) number of passenger platform of minimum unobstructed clear width of 2.7m for each of the saw-tooth bus bays (excluding the columns width, should supporting columns be located at the passenger platform) with queue railings shall be provided alongside the entire length of each of the departure bays described above; or such other proposed minimum unobstructed clear width at any specified location of the passengers platform as may be approved by the Commissioner for Transport. A pedestrian aisle of at least 2.4m wide alongside the bus platforms should be provided.
- c. The requirements and detailed layout of the GA and the TPTT and the ingress and egress points will be subject to approval by the Commissioner for Transport.
- The prescribed length for the departure bays described above is defined by the stop marking on the carriageway of such bay.
- Levels and Layout
2. The finished levels of all carriageways, platforms and footways shall be to the requirements of the Commissioner for Transport and the Director of Highways.
- The general layout and configuration, access points and pedestrian circulation footways shall be to the satisfaction of the Commissioner for Transport.
- Turning Radius
3. The vehicle wheel turning radius at entrances and exists shall be minimum 12.0m internally and 15.0m externally or as recommended in the current Transport and Planning Design Manual where appropriate.

Bus Bays	4.	<p>The design of franchised and non-franchised bus bay shall allow 12.0m long double deck buses to stack, enter and exit the bus bays directly, safety and smoothly in forward gear.</p> <p>Saw-tooth bays for franchised and non-franchised buses with minimum 9130mm wide x 18400 mm long shall be located as shown on Control Drawing No. 1 and Control Drawing No. 2.</p> <p>A typical layout of the saw-tooth bay arrangement is indicated on Control Drawing No. 3, with provision for passenger access at the platform/kerbside.</p>
Level of Passenger Platforms	5.	<p>Platforms shall be finished 125 mm above finished carriageway level or designed to meet the latest Transport Planning and Design manual and Highways Department standards. Platforms shall be edged with precast concrete. Adequate cross falls shall be maintained to the satisfaction of the Director of Highways. Refuge shall be provided near the front portion of the platforms with access ramp of maximum gradient 1:12 to meet the latest Transport Planning and Design Manual.</p>
Headroom	6.	<p>A minimum headroom of clear of finishes, services and projections of 6m above and beyond 0.6m of all carriageways accessible to and able to be used by franchised and non-franchised buses shall be provided.</p>
Horizontal Clearance	7.	<p>A horizontal clearance of between, inter alia, column or traffic sign or railing or column guard or street furniture or pipe or ductwork and carriageway of 500 mm shall be provided, or such other proposed minimum horizontal clearance as may be approved by the Commissioner for Transport.</p>
Carriageways	8.	<p>Carriageway slabs shall be of the rigid type and shall be constructed to the specifications listed in Annex I of this Technical Schedule and to the satisfaction of the Director of Highways.</p> <p>Where the carriageway is formed on the structural slab, a wearing slab of 200mm thick minimum should be provided, such wearing slab shall be structurally separated from the structural slab with debonding agent. All the street furniture shall be embedded in or rests on the wearing slab only but not the structural slab.</p>
Passenger Platforms, Footways and Kerbs	9.	<p>A comprehensive system of pedestrian footways with suitable pedestrian and disabled facilities and crossing points shall be provided to the satisfaction of the Commissioner for Transport to facilitate pedestrian circulation. The advice and agreement of Commissioner for Transport should be sought on the provision of the disabled facilities, in compliance with the latest guidelines. Passenger platforms, tactile tiles/blocks, access ramps to platforms, footways and kerbs shall be constructed to the specifications listed in the Annexes and to the satisfaction of the Director of Highways and the Commissioner for Transport.</p>
Street Furniture including Safety and Protective Measures	10.	<p>Street furniture including safety and protective measures such as queue railings, barriers, bollards or the like shall be constructed to the specifications listed in Annex I to the satisfaction of the Director of Highways and the Commissioner for Transport.</p>

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| Floor Finish of Footways and Passenger Platforms | 11. Paving blocks or tiles of material type, strength, skid resistance, water absorption value as specified by the Government Representatives and with colours and patterns to be approved by the Director of Highways shall be provided throughout the footways and passenger platforms. |
| Wall Finish | 12. Wall and column finishes in the GA shall be of bright/light colours. No surface should have a Light Reflectance Factor (LRF) of less than 80%, and that this rule could only be varied for edge trims and small areas of decorative treatment. The colour of the finishes for walls and columns shall be visually contrast with the adjacent pavement.

The finishes should be durable, easy to clean and maintenance free self-finished metal claddings or tiles and the design of which should be compatible to that of the rest of the GA. Others can be used only with prior written approval of the Government Representatives. If tiling is applied, (a) they should be ceramic fully glazed, or composition/terrazzo with water absorption less than 3%; (b) of a size not less than 50mm ² ; and (c) all, exposed tiled corners in the GA public areas must be protected with stainless protection angle. The volatile organic compound (VOC) content of the paint selected should be within the acceptable standard as recommended by the Government and the international “health” standards whichever is more stringent. |
| Ceiling Finish | 13. Concrete ceilings and beams shall be easy to clean and plastered and finished in anti-mould and bright/light coloured emulsion paint and the selection of the appropriate brand should be compatible to that of the rest of the GA. Others can be used only with prior written approval of the Government Representatives. The volatile organic compound (VOC) content of the paint should be within the acceptable standard as recommended by the Government and international “health” standard whichever is more stringent. |
| Nameplate of the Government Accommodation and the Temporary Public Transport Terminus | 14. A large wall-mounted nameplate adequately lit in the GA and the TPTT for identification purpose shall be provided up to the satisfaction of the Commissioner for Transport and other relevant Government Representatives. Other design to show the name of the GA and the TPTT can be used with the prior written approval by the Government Representatives. |
| Meters | 15. Water and electricity connections and supply for the GA and the TPTT shall be separately metered. Provision for separate supply and metering of electricity and water supply to the ancillary facilities for each bus operator(s) and franchised bus operator(s) shall be made by the Purchaser. |
| Water Supply | 16. The water supply shall include for potable, flushing and fire services requirements deemed necessary by the relevant Government Representatives and as/or stipulated herein and be independent of all other water supply systems provided or to be provided by the Purchaser within the lot. Also all tanks and associated pipework shall be located within the GA and the TPTT and accessible at all times to Government maintenance staff or unless otherwise approved by the Government Representatives. |

The water supply pipes and fittings shall be in compliance with Hong Kong Water Authority’s Regulations.

The water tank shall be provided with a double sealed cover with locking devices and be of a maintenance-free material such as glass fiber and shall be a non-toxic type approved for fresh water by the Government Representatives. A water point for filter cleansing together with sewerage drain point shall be provided in the main plant room or a separate cleansing room, the size and location of which is to be agreed by the director of Electrical and Mechanical Services, for the mechanical ventilation system of the GA.

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| Drainage | 17. | Drainage of the GA and the TPTT shall be designed and constructed in such manner with such materials and to such standards, levels and alignment as the Director of Highways, the Director of Drainage Services and the Director of Environmental Protection shall approve, including the provision and construction of gullies, drains, manholes and petrol interceptors. Where appropriate, the road drainage system shall be designed in accordance with Road Note 6 of the Highways Department. All drainage connections shall be in accordance with the requirements of the Buildings Ordinance, Chapter 123. |
| Connections | 18. | All connections such as run-ins, run-outs, footways and services are to be included and approved by the Commissioner for Transport. |
| Lifts, Escalator and Stair Accessway | 19. | Where the GA is served by public accesses from different levels, the GA shall be easily accessed by the elderly and the peoples with disabilities and in accordance with the latest edition and subsequent amendments of the “Design Manual : Barrier Free Access 1997” and Transport Planning and Design manual. The numbers and details of the lift(s), escalator(s) and/or stair accessway(s) shall be provided and maintained at the Purchaser’s own cost to the satisfaction of the Government Representatives. |
| Construction and Demolition Material (C&DM) | 20. | <p>The Purchaser shall provide following measures into the works contract for implementation at the construction stage so as to reduce generation and disposal of construction and demolition material:</p> <ul style="list-style-type: none"> (a) separation of non-inert and inert portions of C&DM for disposal; (b) re-use of suitable excavated materials as general filling material on-site to minimize off-site disposal of C&DM; (c) use of prefabricated formwork for temporary works on site to minimize generation of C&DM; and (d) Control the disposal of C&DM to the designated public filling facility and landfill by a trip-ticket system. |
| Reserved Areas for Bus Regulator Offices | 21. | <ul style="list-style-type: none"> (i) Minimum total area and minimum individual areas reserved for the accommodation of bus regulator offices at the TPTT as shown on Control Drawing No. 1 annexed hereto shall be 15 square metres and 7.5 square metres respectively. (ii) Minimum area reserved for the accommodation of bus regulator offices at the GA as shown on Control Drawing No. 2 annexed hereto shall be 50 square metres. |

Roadside Landscape 22. Both soft and hard landscaping including street tree planting, unit paving and architectural finishes of the associated structures shall be provided to the satisfaction of the Director of Highways and the relevant Government Representatives.

ANNEX IV

Particular Environmental and Building Services Requirements for the Government Accommodation and the Temporary Public Transport Terminus

- Environmental
1. (a) The Purchaser shall submit an Assessment report on environmental factors both inside and outside the GA and the TPTT. The Assessment Report shall be submitted to the Director of Environmental Protection for comment and the Commissioner for Transport and the Director of Highways for approval with concurrent notice to PM/HKI&I.
 - (b) A comprehensive monitoring and audit programme shall be prepared and carried out by the Purchaser to the satisfaction of the Director of Environmental Protection, the Commissioner for Transport and the Director of Highways. Periodic checking covering air quality and noise shall be conducted at least every 6 months and when required by the Commissioner for Transport within the Defects Liability Periods. The results shall be submitted to the Commissioner for Transport and the Director of Highways for consideration and record. The approach and methodology for the air quality and noise measurement shall be submitted to the Director of Environmental Protection for comment prior to conducting the measurement with concurrent notice to PM/HKI&I.
 - (c) The disposal of construction and demolition waste shall be controlled by the Purchaser through a trip-ticket system to the satisfaction of the Director of Highways.
 - (d) The Purchaser shall employ at his own expense an independent environmental specialist to check and certify that environmental requirements as detailed in this Annex IV have been incorporated in the design. The independent environmental specialist shall be such person, firm or company with suitable qualification, skill and experience and shall in no way be associated with the design of the environmental and building services installation. The checking report and the certificate provided by the independent environmental specialist shall be submitted to the Commissioner for Transport and the Director of Highways with concurrent notice to PM/HKI&I.
- Electricity
2. Separately metered electricity supply systems at 380 V, 3 phase, 4 wires, 50 Hz shall be provided as follows:-
 - (a) The lighting ;
 - (b) The ventilation system of the GA;
 - (c) Fire Service Installation/Pumped Drainage System, if a separate system is provided, and Plant/Meter Rooms and separate system is provided, and Plant/Meter Rooms and other general lighting and power (excluding lighting in (a) above).
 - (d) CCTV system.
 - (e) General lighting & power for the Bus Company facilities.

- (f) Ancillary facilities for the franchised bus operator(s).
- (g) Ancillary facilities for the non-franchised bus operator(s).

Plants and equipment for these installations shall be designed for 220V/380V.

The separately metered electricity supply system shall be designed in such a way that individual readings of electricity consumption can be recorded for separate electricity billing purposes.

3. The electricity meter and associated equipment for the installation should be contained in their own cubicle housed in a switch room. Subject to the approval of the CLP Power Hong Kong Limited, the meter and equipment may be installed in the main switch room provided they are physically separated from the main switchboard to facilitate maintenance. The Purchaser shall:-

- (a) supply proof and/or calculations to demonstrate that the bulk tariff/maximum demand tariff is more economical;
- (b) supply and install power factor correction equipment where necessary, to maintain the power factor of the existing L.V. switchboard for the mechanical ventilation system at 0.85 lagging or better; and
- (c) supply and install a telephone conduit between the main distribution frame room or telecommunication broadcasting equipment room and the main switch room.

A 30A TPN fuse-switch with waterproof power socket shall be provided at a location agreed by the Director of Electrical and Mechanical Services for periodic quality measurement in the GA and the TPTT. A waterproof power socket should be provided inside the cleansing room or the nearest point to cleansing point.

Natural Lighting and Ventilation

4. At least two opposite sides of the GA shall be fully opened to the outdoor ambient without major obstructions to enable natural lighting and ventilation. Provision that is unable to meet this requirement should be made up by alternative means of improvement in natural lighting and ventilation for prior written approval by the Director of Highways and the Commissioner for Transport, with concurrent notice to PM/HKI&I.

Natural lighting and ventilation shall be supplemented with or provided mechanically as required under this Annex.

5. The lighting design and construction shall comply with the latest edition of Public Lighting Design Manual issued by Highways Department. The design shall optimize the energy usage with minimum operational cost.

6. Highbay Lighting fixtures, using conventional electromagnetic ballasts or electronic ballasts, shall be provided and a maintained average illuminance at floor level of 120 lux with a uniformity, minimum to mean illuminance, not less than 0.2 between 0600 and 0100 hours the next day shall be the design values. The proposed lighting shall not be obstructed by the parked buses and public light buses. The Purchaser shall submit the lighting design for the comment and approval of the Director of Highways, with concurrent notice to PM/HKI&I.
7. A maintenance factor of 0.75 and the initial lumen (100 hours) of the lamp output shall be used in all design calculations.
8. After the bus service hours, the illuminance shall be reduced to at least 1/3 of the above level by means of a dimmer or time-switch having a spring or battery reserve of not less than 24 hours.

The timing of the time switch can be altered if required to suit operational needs for serving the public in special circumstances subject to the agreement among the concerned departments.
9. Perimeter lights on the sides of the GA largely exposed to daylight, should be switched off during daytime by means of photoelectric controller(s) with a switch-on value of 200 lux and on on:off ratio of 1:0.5 .
10. The lighting design shall utilize high bay luminaires with the colour rendering effect of the lighting fittings harmonizing with the adjacent external street lighting, or of a white light source, to the approval of the Director of Highways. A light source with colour rendering index equal or greater than 80 shall be used to attain energy saving.
11. Additional passlights shall be provided along footpaths and dark corners as necessary for comment and approval by the Director of Highways.
12. Lighting proposals with the design calculations, technical data and type of luminaires used and the switching arrangements shall be submitted at sketch plan stage to the Director of Highways and his nominated works agent for comment respectively with concurrent notice to PM/HKI&I.
13. The as-built lighting drawings submitted, in both hard and soft copy, on completion of the works shall include circuit diagrams, wiring diagrams and site illuminance readings etc.
14. 10% lighting fittings complete with control gear and lamps and 1 no. miniature circuit breaker for each rating shall be provided to the nominated works agent of the Director of Highways as initial spare.
15. Where a standby generator is to be installed and dedicated to use by the GA and the TPTT, at least 15% of the total luminaires shall be connected to the standby circuit. The highbay light fittings selected for operation under emergency shall be equipped with a 150 Watt tungsten halogen auxiliary lamp and with standby relay circuit. In the event of normal electricity supply failure, the auxiliary lamp shall be lit up until the discharge lamp restrikes.

16. In case emergency generator cannot be provided for the GA and the TPTT, at least 15% of the total luminaires shall be connected to an uninterruptible power supply (UPS) system with a minimum one hour back-up time. UPS system shall be installed within the GA and the TPTT.
17. The selected positions of the emergency luminaries should give as much high uniformity as possible. Priority should be given to those near the exits.
18. Exit signs and emergency lighting for the GA shall be designed and provided in accordance with the latest edition and subsequent amendments of the “Code of Practice for Minimum Fire Service Installations and Equipment” issued by the Fire Services Department and to the satisfaction of the Director of Fire Services.
19. All emergency luminaries inside plant rooms and switch rooms shall be of a self-maintained type even if they are already backed up by emergency generator.
20. To help minimize the accumulation of air pollutants, the layout of the GA should avoid as far as possible solid walls or other barriers which inhibit natural air flow, and should have the vehicle entrances and exits strategically located so as to enhance air movements across the GA. The layout should help minimize the accumulation of air pollutants.

Ventilation

The Purchaser shall submit the design and full details of his proposals for the approval of the Director of Architectural Services and the Director of Electrical and Mechanical Services through the Director of Highways in respect of the ventilation system, with concurrent notice to PM/HKI&I. The ventilation system shall be designed to achieve energy efficiency.

Ventilation plant, ductwork and other necessary plant for the GA shall be provided as a fully independent ventilation system. The ventilation rate in the GA shall not be less than 15 air change per hour when the system is in full operation. Maintenance methodology of ventilation fan shall be provided to maintenance parties for approval. Wiring, ducting and the plants for ventilation system shall not be located in private premises nor shall any access to the system be gained via private premise.

Ventilation fans shall be located at strategic locations of the GA to limit pressure losses through air ducts. The ventilation fans should not be installed at the main entrance/exit road of the GA and easily to reach. Each unit and associated accessories should be vertical lowered down freely to ground floor without obstruction by other installation and not required any lane closure inside the GA.

21. Ventilation fans for the GA shall be driven through variable speed drives. Control of the whole ventilation plant for the GA shall be selectable between a time-switch system completed with battery back-up not less than 24 hours and an air pollutant sensing system. When the time-switch system is activated, the ventilation plant shall be capable of operating in the following mode by:
 - (a) full power running;
 - (b) 2/3 power running or zonal operation;

(c) stop operation.

For the air pollutant sensing system, CO sensors, SO₂ sensors and NO₂ sensors shall be located at strategic location to be agreed by the Director of Highways in the GA. When air pollutant sensing system is activated, signals from these sensors i.e. 3 independent signal for each air pollutant level shall be sent to a Direct Digital controller for modulating control of the ventilation fans at prescribed trigger levels of the pollutants agreed by the Commissioner for Transport and the Director of Highways so as to always limit the pollutants level inside the GA to within the guideline values stated in ProPECC Practice Note PN 1/98 issued by Environmental Protection Department. The digital controller shall record the running time of the ventilation fans and the concentration of the pollutants.

A remote indication and alarm panel for the operation status and alarm signals of ventilation system with proper mechanical protection shall be provided at a location to be agreed by the Commissioner for Transport and the Director of Electrical and Mechanical Services. The alarm signals shall not be audible ones.

An indication panel for the operation status and alarm signals of the ventilation system, fire detector, probe type unit, motorized volume control damper electro—thermal link fire damper, Automated –Fire Alarm (AFA) panel to shut down ventilation system, manual override switch for ventilation system with proper mechanical protection shall be provided at the ventilation plant room or at location(s) to be agreed by the Director of Architectural Services, the Director of Electrical and Mechanical Services and the Director of Highways.

22. Lifting appliance, permanent maintenance platform, air plenum and any plant roof shall complete with hand railing, adequate waterproof lighting and waterproof power socket outlet, ladder and safe access should be provided for future maintenance of the ventilation fans and cleaning of air exhaust system. The same provision shall be provided for services installed at high level above the driveway to minimize interruption of the GA operation.
23. Air quality calculations shall be submitted for verification of compliance with current requirements and Practice Notes for Professional Persons issued by Environmental Protection Department, with concurrent notice to PM/HKI&I. The Purchaser shall at his own expense carry out Computational Fluid Dynamic (CFD) simulation to verify that the design of the ventilation system can achieve the desirable air flow pattern and air quality guidelines as set out in the latest edition and subsequent amendments of ProPECC Practice Note PN1/98 issued by Environmental Protection Department. The result of the simulation shall be submitted to the Commissioner for Transport and the Director of Highways for approval, with concurrent notice to PM/HKI&I.

Report on periodic checking covering air quality and noise at least every 6 months according to a comprehensive monitoring and audit programme within the Defects Liability Periods shall be submitted to the Commissioner for Transport and the Director of Highways for consideration and record, with concurrent notice to PM/HKI&I.

The Purchaser shall provide, not more than 14 days before the joint site inspection at work completion, a set of latest building services and E&M drawings incorporated with all the variation works.

24. The ventilation exhausts shall be located at positions so that emission there from would not cause any nuisance and air impacts exceeding the HKAQOs on the nearby air sensitive receivers and passers-by. The design and operation of the mechanical ventilation system shall comply with EPD's ProPECC Practice Note PN1/98 – Control of Air Pollution in Semi-Confined Public Transport Interchange. Air quality surveys shall be carried out by the Purchaser to ascertain the effectiveness of the ventilation system.
25. Fans and air vents shall be provided at passenger waiting areas/platforms as required by the Commissioner for Transport. The ventilation fans shall be controllable individually and the locations of ventilation fans shall be subject to the agreement of the Director of Highways and the Commissioner for Transport.
26. The mechanical ventilation system shall comply with the Noise Control Ordinance, Chapter 400.
27. The location and alignment of the ventilation ducts inside the GA shall be arranged in such a way that the minimum headroom and kerbside clearance requirements can be maintained.
28. All air grilles/air louvers and air filters at high and low level of the GA shall be fabricated by stainless steel grade 316 and fixed by stainless steel grade A4 bolts and nuts.
29. Room type thermostat with manual by-pass switch shall be used for the ON/OFF control of these systems. All plant room, storage room and air plenums shall not be confined space.

Separate plant rooms for low voltage switchboards and ventilation control equipment with the provision of mechanical ventilation fans shall be provided in order to maintain the temperature and humidity level inside plant rooms that will not exceed the ambient temperature.

Storage Room for Ventilation Equipment

30. A storage room with power sockets shall be provided to store air filters and hydraulic platform, if provided on site. The location shall be near to the filter cleansing room and size of the room shall be approved by the Director of Electrical and Mechanical Services.

Reverberation Noise

31. The GA shall be designed and constructed in such a way that the reverberation time of the reverberation noise at 50 Hertz inside the GA should not be more than 2 seconds.

Provision of Fire
Services
Installations and
Equipment

32. The Purchaser shall at his own expense and to the satisfaction of the Director of Fire Services provide fire hydrants, fire fighting appliances, water pumping connections and such other fire services and equipment (as defined in the Fire Services Ordinance, Chapter 95) as the Director of Fire Services in his sole discretion shall require within the lot (or, subject to the prior written consent and approval of the Director of Fire Services and the Director of Lands on any adjacent or adjoining Government land) and/or within any building or buildings erected or to be erected thereon at such point or points as the Director of Fire Services may require. The provision of fire service equipment shall meet the Director of Fire Services' requirements and shall be adequate for the overnight parking of franchised and non-franchised buses.

Glass-fronted lockable wooden cabinets with plastic laminate facing (950mm high x 650mm wide x 350mm deep) shall be provided to house portable fire equipment at public areas. The exact number will depend on the amount of equipment required by the Fire Services Department. Sufficient number of keys shall be provided for the cabinets and kept by all concerned parties, and the design proposal and lock arrangement shall be approved by the Director of Fire Services before installation to ensure compliance with the latest fire services requirements.

33. The Purchaser shall provide independent fire services system/equipment/apparatus serving solely the GA and the TPTT. Fire alarm control and indicating panel serving solely the GA and the TPTT shall be provided at locations agreed by the Government representatives.

All fire services plant room shall not be in confined spaces.

34. The Purchaser shall be responsible for payment of the telephone rental and services charges for the direct link of the fire services system during the Defects Liability Periods.
35. The power supply cables to all fire services pumps shall be fire resisting cable to BS 6387 Category AWX and the power supply cables to all fireman's lifts (if any) shall be fire resisting cable to BS 6387 category CWZ.
36. All power supply cables to the emergency luminaires including all the final circuit cable shall be fire resisting cable to BS 6387 Category B except for the wiring connection self-contained emergency luminaires.
37. In addition to the direct telephone line for the requirement by Director of Fire Services, the Purchaser shall, at the request of the relevant Government Representatives, install remote alarm/fault reporting system to a remote alarm/fault monitoring centre through telephone lines. The Purchaser shall be responsible for the maintenance and rental payment of the telephone lines within the Defects Liability Periods.

Ancillary Facilities for the Bus Operator(s) and Franchised Bus 38. Ducts and connections for the provisions of electricity, drainage, water and telephone supply to the ancillary facilities for the bus operator(s) shall be provided to the satisfaction of the Commissioner for Transport and the relevant Government Representatives.

Connections for the provision of electricity supply and telephone lines for regulator's kiosks at passenger platforms adjacent to the bus bays and franchised bus bays as may be required by the Commissioner for Transport shall be provided to the satisfaction of the Commissioner for Transport and the relevant Government Representatives.

Escalators 39. The escalators (if any to be handed over to Government) shall be:-
(a) inclined at 30° to the horizontal;
(b) to operate at 0.75 metres per second slope speed;
(c) to have a flat section of length two and one half treads at top and bottom of moving stairway.

The minimum clear distance from an obstruction facing an escalator landing to the moving treads shall be 4000 mm.

Escalators shall have individual stop switches.

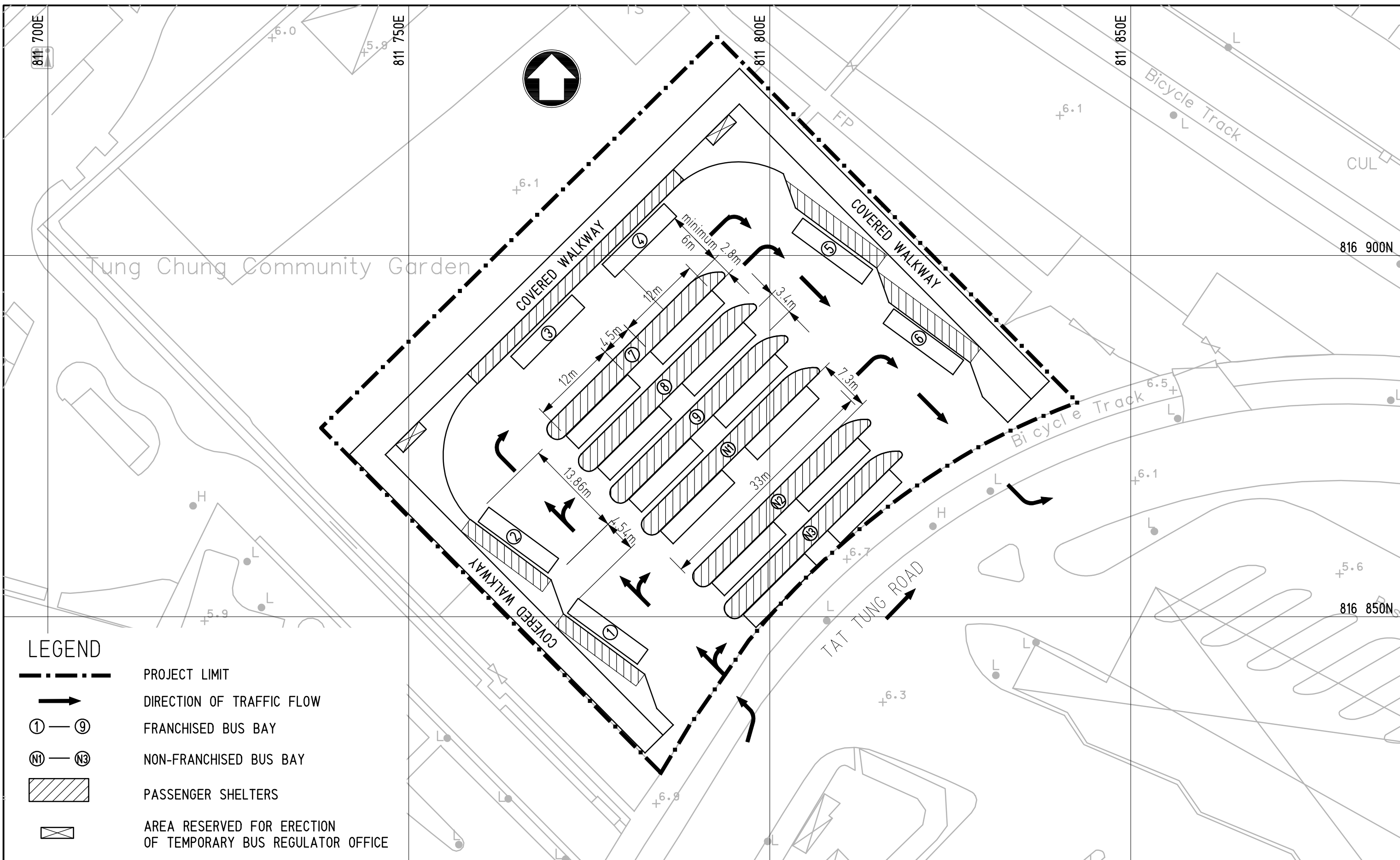
The escalator width shall be a minimum of 600 mm measured on the tread.

Lifts 40. In addition to Annex II, the lifts (if any to be handed over to Government) shall be designed in accordance with the following:-

- (a) The latest edition and the subsequent amendments of the Design Manual : Barrier Free Access.
- (b) The relevant British Standard (BS 5655: all parts).
- (c) Photo-cell at a height that it can be actuated by wheelchairs shall be provided to initiate the re-opening of car and landing door.

41. If any building service installations such as lifts and escalators are to be handed to the Government for future maintenance, they shall be supplied and installed by contractors from the appropriate List of Approved Suppliers of materials and Specialist Contractors for Public Works.

42. All building services installations having embedded systems shall be "date compliant" i.e. No value for current or future date/time will cause any interruption to operation which will affect the performance or functionality of all or part of the systems and/or equipment (including any supplied or supported embedded systems, hardware, software, firmware, microcode and programmes).



LEGEND

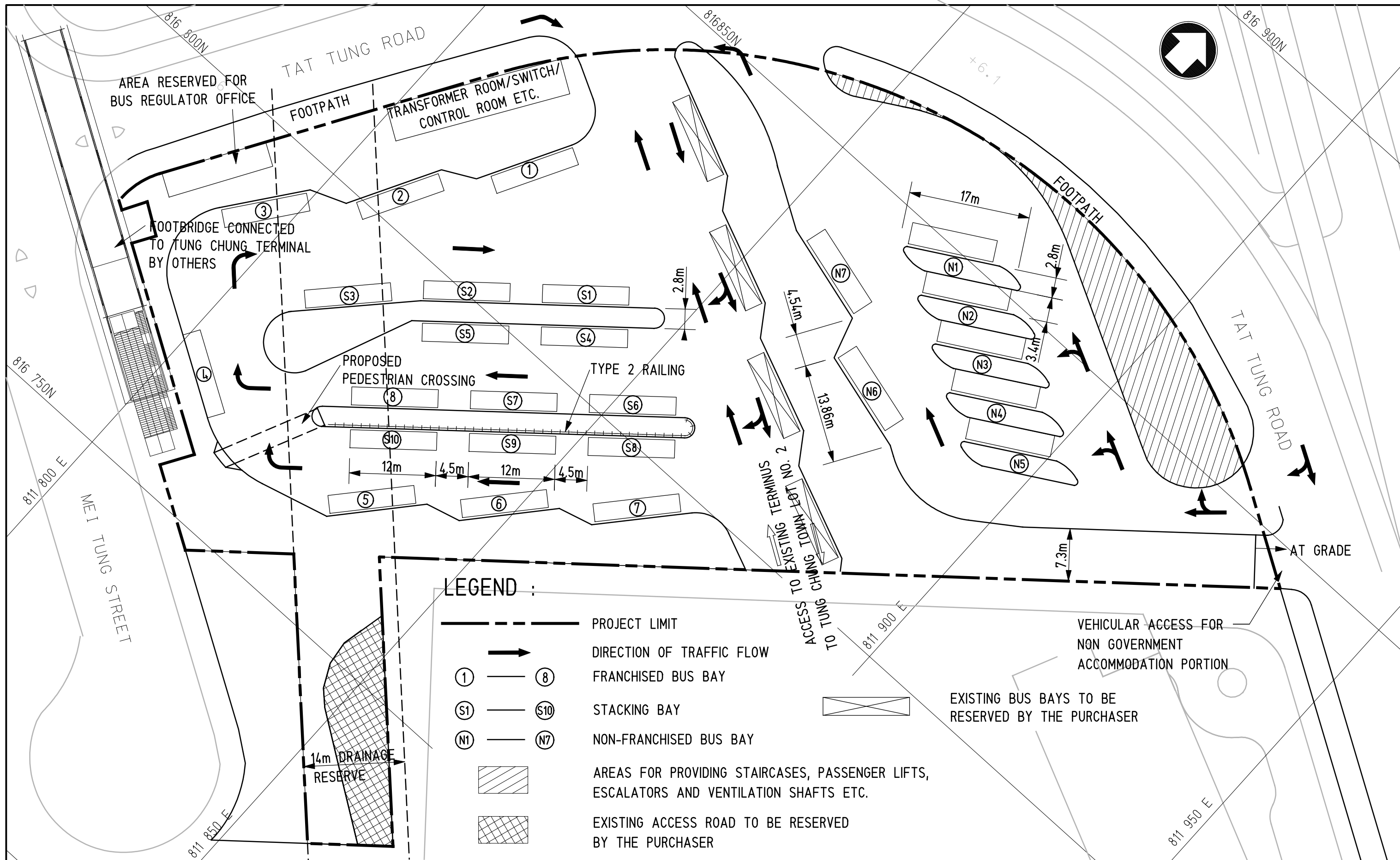
- PROJECT LIMIT
- DIRECTION OF TRAFFIC FLOW
- FRANCHISED BUS BAY
- NON-FRANCHISED BUS BAY
- PASSENGER SHELTERS
- AREA RESERVED FOR ERECTION OF TEMPORARY BUS REGULATOR OFFICE

Project
GOVERNMENT ACCOMMODATION AT TUNG CHUNG TOWN LOT NO. 11 & THE TEMPORARY PUBLIC TRANSPORT TERMINUS AT THE GREEN STIPPLED BLACK AREA

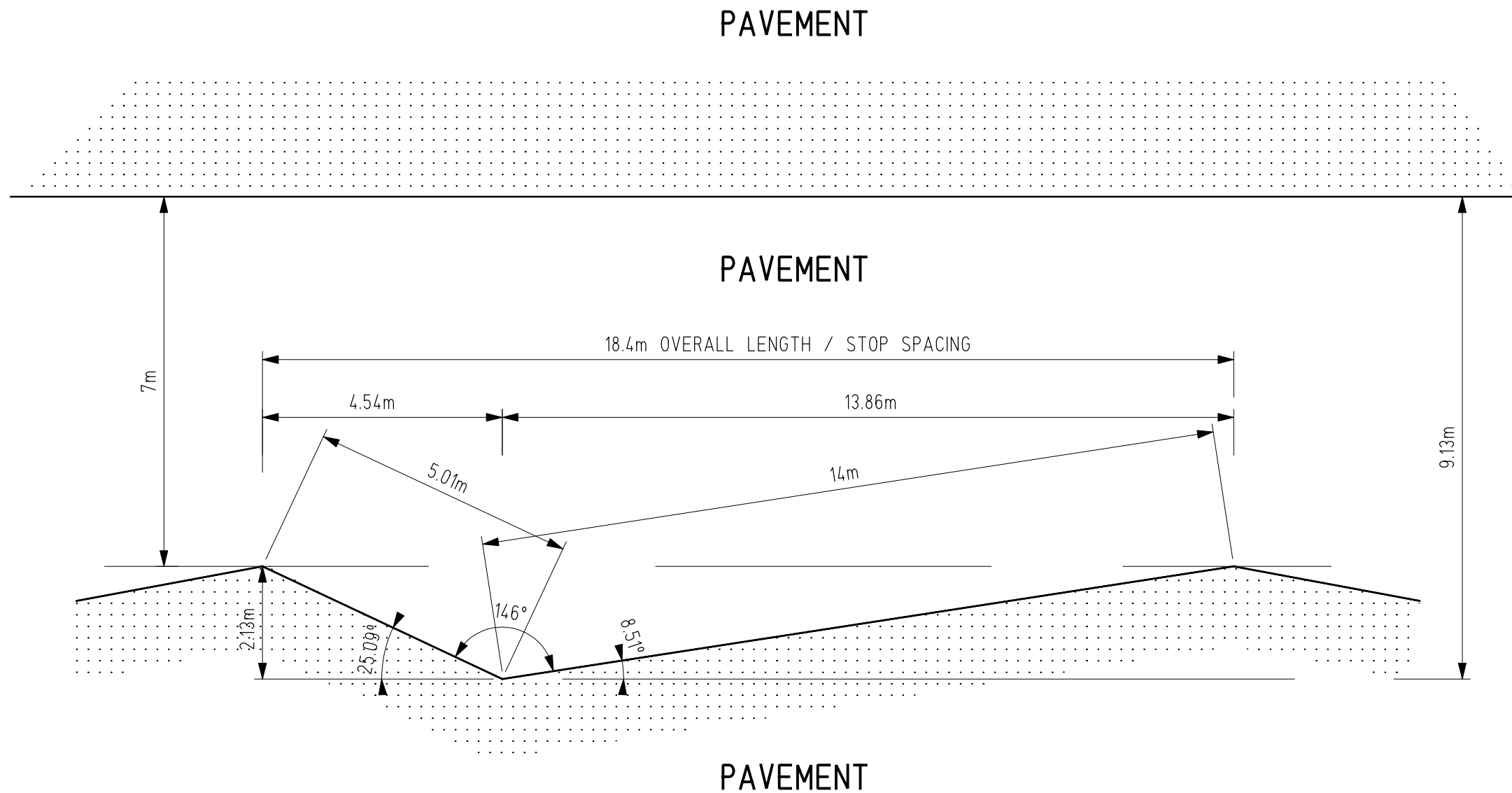
Title
PROPOSED TEMPORARY PUBLIC TRANSPORT TERMINUS AT THE GREEN STIPPLED BLACK AREA OF TCTL 11

Figure No.
CONTROL DRAWING NO.1

Rev.
D



Project GOVERNMENT ACCOMMODATION AT TUNG CHUNG TOWN LOT NO. 11 & THE TEMPORARY PUBLIC TRANSPORT TERMINUS AT THE GREEN STIPPLED BLACK AREA	Title PROPOSED GOVERNMENT ACCOMMODATION AT TUNG CHUNG TOWN LOT NO. 11	Figure No. CONTROL DRAWING NO.2	Rev. E
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Project GOVERNMENT ACCOMMODATION AT TUNG CHUNG TOWN LOT NO. 11 & THE TEMPORARY PUBLIC TRANSPORT TERMINUS AT THE GREEN STIPPLED BLACK AREA	Title TYPICAL LAYOUT OF SAW-TOOTH BUS BAY ARRANGEMENT	Figure No. CONTROL DRAWING NO.3	Rev. B