

## **Explanatory Statement**

### **Tuen Mun Town Lot No. 490**

This Explanatory Statement is issued for the guidance of those who are interested in applying for the sale of Tuen Mun Town Lot No. 490 (hereinafter referred to as “the Lot”). It shall not form part of the Particulars and Conditions of Sale by Public Auction or the Tender Notice, Form of Tender and Conditions of Sale by Public Tender for the Lot, as the case may be, nor shall it be taken into consideration in the interpretation or construction thereof.

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

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

## **Information Statement**

### **Tuen Mun Town Lot No.490**

This Information Statement is issued for information of prospective purchasers of Tuen Mun Town Lot No.490 (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 (hereinafter referred to as “the Conditions of Sale”), nor shall it be taken into consideration in the interpretation or construction of the Conditions of Sale.

Prospective purchasers should note that the Purchaser (as defined in the Conditions of Sale) of the Lot is required under Special Condition No. (37) of the Conditions of Sale to submit to the Director of Environmental Protection for his approval a noise impact assessment of the surrounding roads and highways in connection with the development of the Lot, and to implement mitigation and improvement works to be approved by him in all respects to his satisfaction. The noise impact assessment shall demonstrate that the maximum road traffic noise level at the residential units within the Lot will not exceed 70dB(A)<sub>L<sub>10</sub>(1hr)</sub>. Prospective purchasers may contact the Environmental Protection Department (Tel. No.: 2835 1109) for any enquiry on the requirements.

Prospective purchasers should also note that the Lot adjoins an archaeological deposit area and its buffer zone (which are referred to in Special Condition No. (34) of the Conditions of Sale as “the Archaeological Deposit Areas” and shown edged red on the plan annexed to the Conditions of Sale) which are Government land. No works including but not limited to excavation or building works are to be carried out on, above or under the said Archaeological Deposit Areas without Government’s permission.

### SPECIAL CONDITIONS

- Possession (1) Subject to payment of the premium as provided in General Condition No. \_\_\_ hereof and subject to the provisions of General Condition No. \_\_\_ hereof, possession of the lot shall be deemed to be given to the Purchaser on the date of this Agreement.
- Indemnify Government against the Existing Structures (2) The Purchaser acknowledges that as at the date of this Agreement, there are some buildings and structures including a platform and its foundations existing within the lot (hereinafter collectively referred to as “the Existing Structures”). Without prejudice to the generality of the provisions of General Conditions Nos. \_\_\_ and \_\_\_ hereof, the Purchaser shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing on the date of this Agreement subject to the presence of the Existing Structures and no objection or claim of whatsoever nature shall be made or raised by the Purchaser in respect or on account of the same. The Purchaser undertakes to demolish and remove at his own expense and in all respects to the satisfaction of the Director the Existing Structures (hereinafter referred to as “the Demolition Works”). The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Purchaser by reason of the presence of the Existing Structures and the Demolition Works. The Purchaser hereby indemnifies and shall keep indemnified the Government from and against all liabilities, losses, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence of the Existing Structures and the Demolition Works.
- Building covenant (3) The Purchaser shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (54 months from the date of this Agreement)
- User (4) The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for private residential purposes.
- Development conditions (5) Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. \_\_\_ hereof) of the lot or any part thereof:
- Compliance with Buildings Ordinance (a) any building or buildings erected or to be erected on the lot shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- Compliance with Town Planning Ordinance (b) no building or buildings may be erected on the lot or any part thereof or upon any area or areas outside the lot specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area or areas outside the lot specified in these Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation;
- Total gross floor area (c) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 1,599 square metres and shall not exceed 2,665 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 24 metres above the Hong Kong Principal Datum, provided that 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;

Maximum number of  
storeys

- (e) (i) no building or buildings erected or to be erected on the lot shall, except with the prior written consent of the Director, exceed 6 storeys provided that the Director in his absolute discretion may in calculating the number of storeys under this sub-clause (e)(i) exclude any basement floor or floors, and in the event of the Director consenting to the building or buildings erected or to be erected on the lot exceeding 6 storeys (excluding any basement floor or floors which is or are excluded by the Director as aforesaid), the Director may impose such terms and conditions as the Director shall, in his absolute discretion, determine;
- (ii) for the purpose of calculating the number of storeys under sub-clause (e)(i) of this Special Condition:
  - (I) a basement floor (if erected), irrespective of the size or floor area of such floor, shall be counted as a basement floor; and
  - (II) in any event, the decision of the Director on what constitutes a basement floor or floors shall be final and binding on the Purchaser;

Building separation

- (f) (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 sub-clause (f) of this Special Condition:
  - (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 (f)(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; and

- Design and disposition (g) 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 the Demolition Works and site formation works) shall be commenced on the lot until such approval shall have been obtained, and for the purposes of these Conditions, “building works” and “site formation works” shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.
- Provision of sales office and show flats (6) Notwithstanding the user restriction and the maximum gross floor area permitted under Special Conditions Nos. (4) and (5)(c) hereof, the Purchaser may use part or parts of the building or buildings erected or to be erected on the lot in accordance with these Conditions and erect on part or parts of the lot separate temporary structures for the purposes of a sales office and show flats and related marketing activities to facilitate the sale of the building or buildings or any part or parts thereof erected or to be erected on the lot in accordance with these Conditions, provided that the scale and period of operation of such sales office and show flats and related marketing activities shall be subject to the prior written approval of the Director.
- Recreational facilities (7) (a) The Purchaser may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as “the Facilities”) as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.
- (b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (5)(c) hereof, subject to sub-clause (d) of Special Condition No. (39) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of all the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculation.
- (c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as “the Exempted Facilities”):
- (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (15)(a)(v) hereof;
  - (ii) the Purchaser shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
  - (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors and by no other person or persons.
- Preservation of trees (8) No tree growing on the lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.

Landscaping

(9) (a) The Purchaser shall at his own expense submit to the Director for his approval a landscape plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition.

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

(ii) Not less than 50% of the 20% referred to in sub-clause (b)(i) of this Special Condition (hereinafter referred to as “the Greenery Area”) shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.

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

(iv) The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plants.

(c) The Purchaser shall at his own expense landscape the lot in accordance with the approved landscape plan in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved landscape plan shall be made without the prior written consent of the Director.

(d) The Purchaser shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.

(e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (15)(a)(v) hereof.

Office  
accommodation for  
watchmen and  
caretakers

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

(i) such accommodation is in the opinion of the Director essential to the safety, security and good management of the building or buildings erected or to be erected on the lot;

(ii) such accommodation shall not be used for any purpose other than office accommodation for watchmen or caretakers or both, who are wholly and necessarily employed on the lot; and

(iii) the location of any such accommodation shall first be approved in writing by the Director.

For the purpose of this sub-clause (a), no office accommodation may be located within any building or buildings on the lot which are intended or adapted for use as a single family residence.

- (b) (i) For the purpose of calculating the total gross floor stipulated in Special Condition No. (5)(c) hereof, subject to sub-clause (d) of Special Condition No. (39) hereof, there shall not be taken into account office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition not exceeding the lesser of (I) or (II) below:

- (I) 0.2% of the total gross floor area of the building or buildings erected or to be erected on the lot;
- (II) 5 square metres for every 50 residential units or part thereof erected or to be erected on the lot, or 5 square metres for every block of residential units erected or to be erected on the lot, whichever calculation provides the greater floor area of such accommodation.

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

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

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

(d) Office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (15)(a)(v) hereof.

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

Quarters for  
watchmen and  
caretakers

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

- (i) such quarters shall be located in one of the blocks of residential units erected on the lot or in such other location as may be approved in writing by the Director; and
- (ii) such quarters shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both, who are wholly and necessarily employed within the lot.

For the purpose of this sub-clause (a), no quarters may be located within any building or buildings on the lot which are intended or adapted for use as a single family residence.

(b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (5)(c) hereof, quarters provided within the lot in accordance with sub-clause (a) of this Special Condition with a total gross floor area of not exceeding 25 square metres shall not be taken into account. Any gross floor area in excess of 25 square metres shall be taken into account for such calculation.

(c) Quarters for watchmen or caretakers or both provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (15)(a)(v) hereof.

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

Owners'  
Corporation/  
Owners' Committee  
Office

(12) (a) One office for the use of the Owners' Corporation or the Owners' Committee may be provided within the lot provided that:

(i) such office shall not be used for any purpose other than for meetings and administrative work of the Owners' Corporation or Owners' Committee formed or to be formed in respect of the lot and the buildings erected or to be erected thereon; and

(ii) the location of any such office shall first be approved in writing by the Director.

(b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (5)(c) hereof, subject to sub-clause (d) of Special Condition No. (39) hereof, office provided within the lot in accordance with sub-clause (a) of this Special Condition which does not exceed 20 square metres shall not be taken into account. Any gross floor area in excess of 20 square metres shall be taken into account for such calculation.

(c) An office provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (15)(a)(v) hereof.

No exempt building

(13) No building shall be erected on the lot of a type which by virtue of the Buildings Ordinance (Application to the New Territories) Ordinance, any regulations made thereunder and any amending legislation is exempted from the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation.

Restriction on  
alienation before  
compliance

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

(a) assign, part with possession of or otherwise dispose of the lot or any part thereof or any interest therein or any building or part of any building thereon (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do;

(b) solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or through a company in which the Purchaser or its nominee is directly or indirectly the owner of shares or which is the owner of shares in the Purchaser or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby the lot or any part thereof or any interest therein or any building or part of any building thereon is or may be sold, assigned or otherwise disposed of or affected, or enter into any agreement so to do;

- (c) underlet the lot or any building or part of any building thereon or enter into any agreement so to do unless the tenancy or lease of the lot or any building or part of any building thereon complies with the following terms and conditions:
- (i) the term of the tenancy or lease shall not exceed 10 years in the aggregate including any right of renewal;
  - (ii) the tenancy or lease shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the building or that part of the building to which the tenancy or lease relates;
  - (iii) no premium shall be paid by the tenant;
  - (iv) the rent payable shall not exceed a rack rent;
  - (v) no rent shall be payable in advance for a period greater than 12 calendar months;
  - (vi) the user permitted in the tenancy agreement or lease or agreement for tenancy or lease shall comply with these Conditions; and
  - (vii) none of the terms and conditions in the tenancy agreement or lease or agreement for tenancy or lease shall contravene these Conditions; or
- (d) mortgage or charge the lot or any part thereof or any interest therein except for the purpose of the development thereof in accordance with these Conditions and then only by way of a building mortgage, it being agreed that for this purpose a building mortgage shall be one:
- (i) whereby the lot is mortgaged or charged in favour of a licensed bank or a registered deposit-taking company authorized under section 16 of the Banking Ordinance to secure monies (and interest thereon) advanced or to be advanced to the Purchaser for the purpose only of developing the lot in accordance with these Conditions and for the payment of legal and other professional fees in connection with such development and the mortgage (provided that such fees do not, in the aggregate, exceed 5% of the total amount secured by the mortgage), and for no other purpose;
  - (ii) under which such advances (in the case of work done) are to be made to the Purchaser only in amounts to be certified from time to time by the Authorized Person (appointed by the Purchaser under the Buildings Ordinance, any regulations made thereunder and any amending legislation, for the development of the lot) as having been incurred by the Purchaser for the development of the lot;
  - (iii) under which the Purchaser, the mortgagee and the Stakeholder (as hereinafter defined) are required, in the event of the Purchaser applying for the prior written consent of the Director under this Special Condition to enter into any agreement to dispose of any share or interest in the lot together with the right to the exclusive use and possession of any unit in the building erected or to be erected on the lot, to enter into an agreement containing the terms and requirements as the Director may from time to time specify or

require, including but not limited to the following:

- (I) all sums received by the Purchaser or the Stakeholder as purchase price or any part thereof under an agreement for sale and purchase in respect of any unit, share or interest in the lot (the terms of which have been approved by the mortgagee)(hereinafter referred to as “the ASP”) shall be paid into a bank account designated for the development of the lot and which must be opened, maintained and operated by the Stakeholder with the mortgagee (hereinafter referred to as “the Stakeholder Account”);
- (II) no monies shall be released from the Stakeholder Account except with the prior written approval of the mortgagee and in accordance with the terms of the ASP and the terms of the Director’s consent; and
- (III) the mortgagee irrevocably undertakes to the Purchaser to, upon completion of the sale and purchase, release unconditionally from the security of the building mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account;
- (iv) under which the mortgagee is obliged and irrevocably undertakes to, upon completion of the sale and purchase, release unconditionally from the security of the building mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account; and
- (v) for the purpose only of this Special Condition, “the Stakeholder” means any solicitors’ firm for the time being appointed by the Purchaser to act as stakeholder in respect of the purchase price under the ASP.

Deed of Mutual  
Covenant  
incorporating  
Management  
Agreement (if any)

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

- (i) the Purchaser shall first submit to and obtain the approval in writing of the Director to a Deed of Mutual Covenant incorporating a Management Agreement (if any) (hereinafter referred to as “the DMC”) to be entered into between the Purchaser and the assignees from him of undivided shares in the whole of the lot;
- (ii) the DMC must be in a form and contain the provisions which the Director shall approve or require and it (and any approved amendment or amendments to it) must be registered by Memorial against the lot in the Land Registry;
- (iii) the Purchaser must comply with the approved terms and conditions of the DMC, and no amendment to it shall be made

without the prior written consent of the Director and the payment of such fees as may be required;

- (iv) every assignment or other disposal of an undivided share or shares in the lot shall be subject to and with the benefit of the DMC;
- (v) in the DMC the Purchaser must allocate to those parts of the lot which comprise the common areas or amenities for the common use and benefit of owners for the time being of the lot (hereinafter referred to as “the Common Areas”) a number of undivided shares in the lot which in the opinion of the Director is appropriate;
- (vi) the Purchaser shall not assign, mortgage or charge (except by building mortgage or charge under Special Condition No. (14)(d) hereof) or otherwise dispose of or part with the possession of any undivided shares allocated to the Common Areas or any interest therein or enter into any agreement so to do except that upon execution of the DMC the whole of the said undivided shares in the Common Areas shall be assigned to and vested in the manager appointed in accordance with the DMC who must hold the said undivided shares on trust for the benefit of all owners for the time being of undivided shares in the lot;
- (vii) the DMC must provide that, subject to sub-clause (a)(viii) of this Special Condition, on termination of the manager’s appointment the manager must assign the said undivided shares free of costs or consideration to its successor in office; and
- (viii) if an Owners’ Corporation is formed under the Building Management Ordinance, any regulations made thereunder and any amending legislation, it shall require the manager, in accordance with the DMC to assign the undivided shares allocated to the Common Areas and transfer the management responsibilities to it free of costs or consideration, in which event, the said Owners’ Corporation must hold them on trust for the benefit of all owners for the time being of undivided shares in the lot.

(b) Sub-clause (a) of this Special Condition shall not apply to:

- (i) an assignment, underletting, mortgage or charge of the lot as a whole; or
- (ii) an underletting of a part of the building erected thereon.

Registration (16) Every assignment, mortgage, charge, underletting for more than three years or other alienation of the lot or any part thereof or any interest therein shall be registered at the Land Registry.

Restriction on partitioning (17) The Purchaser shall not, without the prior written consent of the Director, partition (whether by way of assignment or other disposal or by any other means) the lot or any part thereof or any section which has been partitioned with the prior written consent of the Director under this Special Condition. Where the lot has been partitioned with such consent, the provisions in Special Condition No. (15) hereof shall be applicable to each of the sections so partitioned with the references to “the lot” under the said Special Condition being replaced and substituted by the relevant section.

Residential Parking Spaces (18) (a) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road

Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as “the Residential Parking Spaces”) at a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below unless the Director consents to a rate for or to a number of the Residential Parking Spaces different from these set out in the table below:

<b>Size of each residential unit</b>	<b>No. of the Residential Parking Spaces to be provided</b>
Less than 40 square metres	Three spaces for every 35 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 7 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	Five spaces for every 14 residential units or part thereof
Not less than 100 square metres but less than 160 square metres	Five spaces for every 7 residential units or part thereof
Not less than 160 square metres but less than 220 square metres	Nine spaces for every 7 residential units or part thereof
Not less than 220 square metres	Twelve spaces for every 7 residential units or part thereof

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

(I) the gross floor area in respect of a residential unit exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which are not taken into account for the calculation of gross floor area stipulated in Special Condition No. (5)(c) hereof; and

(II) the pro-rata gross floor area of the Residential Common Area (as hereinafter defined) in respect of a residential unit, and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of all residents of the building or buildings erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which are not taken into account for the calculation of gross floor area stipulated in Special Condition No. (5)(c) hereof (which residential common area is hereinafter referred to as “the Residential

Common Area”) shall be apportioned to a residential unit by the following formula:

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

Visitors' parking spaces

(iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the building or buildings erected or to be erected on the lot shall be provided at the following rates or at such other rates as may be approved by the Director:

(I) three spaces for every block of residential units erected or to be erected on the lot which contains more than 75 residential units (hereinafter referred to as “block of more than 75 residential units”); and

(II) one space for every 25 residential units (excluding the residential units in any block of more than 75 residential units) or part thereof in the building or buildings erected or to be erected on the lot subject to a minimum of one space being provided.

(iv) The spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No. (21) hereof) and (a)(iii) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

Parking Spaces for Disabled Persons

(b) (i) Out of the spaces provided under sub-clause (a) of this Special Condition, the Purchaser shall reserve and designate spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the following rates or at such other rates as may be approved by the Director (such spaces to be so reserved and designated being hereinafter referred to as “the Parking Spaces for Disabled Persons”):

(I) not less than one space for every 200 spaces provided in accordance with sub-clause (a)(i) of this Special Condition (as may be varied under Special Condition No. (21) hereof) or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated); and

(II) one space out of the spaces provided in accordance with sub-clause (a)(iii) of this Special Condition.

(ii) The Parking Spaces for Disabled Persons shall be located at such position and level as shall be approved in writing by the Director.

- (iii) The Parking Spaces for Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- Motor Cycle Parking Spaces (c) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as “the Motor Cycle Parking Spaces”) at the rate of 10 percent of the total number of spaces required to be provided under sub-clauses (a)(i) (as may be varied under Special Condition No. (21) hereof) and (a)(iii) of this Special Condition unless the Director consents to another rate provided that if the number of spaces to be provided is a decimal number, the same shall be rounded up to the next whole number.
- (ii) The spaces provided under sub-clause (c)(i) of this Special Condition (as may be varied under Special Condition No. (21) hereof) shall not be used for any purpose other than for the purpose set out therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- Dimensions of parking spaces (d) (i) Except the Parking Spaces for Disabled Person, each of the spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No. (21) hereof) and (a)(iii) 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 Parking Spaces for Disabled Persons 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)(i) of this Special Condition (as may be varied under Special Condition No. (21) 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 (19) (a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at the rate of one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential units. For the purpose of this sub-clause (a), detached, semi-detached

and terraced houses which are intended for use as single family residences shall not be regarded as a block of residential units.

- (b) Each of the spaces provided under sub-clause (a) of this Special Condition (as may be varied under Special Condition No. (21) 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.

Bicycle parking  
spaces

(20) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of bicycles belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees at a rate of one space for every 15 units or part thereof for those residential units each having a size of less than 70 square metres or at such other rates as may be approved by the Director. For the purpose of this Special Condition, the size of a residential unit shall have the same meaning and be calculated in the same manner as the term "size of each residential unit" under the provisions of Special Condition No. (18)(a)(ii) hereof.

Flexibility in parking  
provisions

- (21) (a) Notwithstanding Special Conditions Nos. (18)(a)(i) and (19)(a) hereof, the Purchaser may increase or reduce the respective numbers of spaces required to be provided under the said Special Conditions by not more than 5 percent provided that the total number of spaces so increased or reduced shall not exceed 50.
- (b) In addition to sub-clause (a) of this Special Condition, the Purchaser may increase or reduce the respective number of spaces required to be provided under Special Conditions Nos. (18)(a)(i) and (18)(c)(i) hereof (without taking into account of the spaces calculated in sub-clause (a) of this Special Condition) by not more than 5 percent.

Parking spaces etc.  
excluded from gross  
floor area calculation

(22) (a) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (5)(c) hereof,

- (i) there shall not be taken into account
  - (I) the spaces provided in accordance with Special Conditions Nos. (18) (as may be varied under Special Condition No. (21) hereof) and (20) hereof if they are provided below ground level; and
  - (II) the spaces provided in accordance with Special Condition No. (19) hereof (as may be varied under Special Condition No. (21) hereof) if they are provided at or below ground level; and
- (ii) if the spaces provided in accordance with Special Conditions Nos. (18) (as may be varied under Special Condition No. (21) hereof) and (20) hereof are provided at or above ground level or the spaces provided in accordance with Special Condition No. (19) hereof (as may be varied under Special Condition No. (21) hereof) are provided above ground level, 50% of such spaces together with 50% of the other spaces 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. (5)(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 spaces referred to in sub-clause (a)(ii) of this Special Condition from the calculation of total gross floor area stipulated in Special Condition No. (5)(c) hereof as to which the decision of the Director shall be final and binding on the Purchaser.

(c) For the purpose of this Special Condition, the decision of the Director as to what constitutes ground level or whether any space is at, above or below ground level shall be final and binding on the Purchaser.

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

(23) (a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Residential Parking Spaces and the Motor Cycle Parking Spaces shall not be:

- (i) assigned except
  - (I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
  - (II) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or

- (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot.

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

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

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

Common Areas (24) The spaces provided within the lot in accordance with Special Conditions Nos. (18)(a)(iii), (19)(a) (as may be varied under Special Condition No. (21) hereof) and (20) hereof shall be designated as and form part of the Common Areas.

Deposit of car park layout plan (25) A plan approved by the Director indicating the layout of all the parking and loading and unloading spaces to be provided within the lot in accordance with Special Conditions Nos. (18) and (19) (as may be varied under Special Condition No. (21) hereof) and (20) hereof, or a copy of such plan certified by an Authorized Person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director. No transaction (except a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (14)(c) hereof and a building mortgage under Special Condition No. (14)(d) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to such deposit. The parking and loading and unloading spaces indicated on the said approved plan shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos. (18), (19) and (20) hereof. The Purchaser shall maintain the parking and loading and unloading spaces and other areas, including but not restricted to the lifts, landings, and manoeuvring and circulation areas, in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plan, no part of the lot or any building or structure thereon shall be used for parking purposes.

Vehicular access (26) The Purchaser shall have no right of ingress or egress to or from the lot for the passage of motor vehicles except between the points X and Y through Z shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Director. Upon development or redevelopment of the lot, a temporary access for construction vehicles into the lot may be permitted in such position and subject to such conditions as may be imposed by the Director. Upon completion of the development or redevelopment, the Purchaser shall at his own expense within the time limit specified by the Director and in all respects to the satisfaction of the Director, reinstate the area or areas upon which the temporary access was constructed.

Non-exclusive right of way (27) (a) The lot is granted together with a right for the Purchaser and his servants, visitors, workmen and other persons authorized by him in that behalf from time to time and at all times during the term hereby agreed to be granted for all purposes connected with the proper use and enjoyment of the lot to pass and repass, on, along, over, by and through the area shown coloured brown on the plan annexed hereto (hereinafter referred to as "the Brown Area") at such levels as may be approved by the Director.

(b) The Purchaser shall within 54 calendar months from the date of this Agreement (or within such other time limit as may be specified by the Director), at his own expense, in such manner, with such materials and to such standards as the Director shall require or approve, construct a paved way with the associated street furniture, traffic aids, street lighting, sewers, drains and other structures on the Brown Area over and along which a right of way referred to in sub-clause (a) of this Special Condition is given with minimum disturbance to the owners of any other lots in the vicinity to whom rights of way over the whole or any portion of the Brown Area may have been granted.

(c) The Purchaser shall at his own expense uphold, maintain and repair the Brown Area and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director and the Purchaser shall be responsible for the whole as if he were the absolute owner thereof.

(d) Any alteration to any public road absorbing a portion of the Brown Area over and along which a right of way is given or affecting the gradient thereof, shall not give rise to any claim by the Purchaser who shall at his own expense carry out all consequent alterations to the paved way constructed by him to the satisfaction of the Director.

(e) The grant of the right of way referred to in sub-clause (a) of this Special Condition shall not give the Purchaser the exclusive right over the Brown Area. The Government shall have the right to grant rights of way over the Brown Area to the owners of any other lots in the vicinity now or at any time in the future, or to take over the whole or any portion of the Brown Area for the purposes of a public street without payment of any compensation to the Purchaser or to other owners to whom rights of way over the whole or any portion of the Brown Area may have been granted.

(f) In the event of the non-fulfilment of the Purchaser's obligations under sub-clauses (b) and (c) of this Special Condition, the Government may carry out the necessary construction, maintenance and repair 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.

(g) Notwithstanding the grant of the right of way referred to in sub-clause (a) of this Special Condition, the Government shall have the full right and power, upon giving to the Purchaser not less than fourteen days' written notice (save in case of emergency) to lay, install, relay, divert, remove, re-provision, replace, inspect, operate, repair, maintain and renew any Government or other drain, culvert, waterway or watercourse, sewer, nullah, water main, pipe, cable, wire, line, utility service or other works or installations (all together hereinafter referred to as "the services") which are now or may hereafter be upon, over, under or adjacent to the Brown Area as the Director may in his absolute discretion deem fit, making good any and all damages caused thereby, and the Government, the Director and his officers, contractors and agents and any other persons authorized by the Director, his or their workmen with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress, egress and regress at all times to and from the Brown Area for the purposes aforesaid. The Purchaser shall not disturb or allow anybody to disturb the services without the prior written approval from the Director. Save in respect of making good any and all damage caused by any exercise of the aforesaid rights and powers, the Government, the Director and his officers, contractors and agents and any other persons authorized by the Director and 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 rights conferred under this sub-clause (g), and no claim nor objection

shall be made against him or them by the Purchaser.

Set back

(28) 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

(29) (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. (28) hereof.

(c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Purchaser or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the lot or from any adjacent or adjoining Government or leased land, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.

(d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Purchaser to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Purchaser shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Purchaser shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.

No rock crushing

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

Anchor maintenance (31) 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.

Green Hatched Black Areas (32) (a) The Purchaser shall at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigations and such slope treatment, landslide preventive, mitigation and remedial works on the areas shown coloured green hatched black on the plan annexed hereto (hereinafter referred to as “the Green Hatched Black Areas”) as the Director in his absolute discretion may require and shall, at all times during the term hereby agreed to be granted, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Areas including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Areas at any time during the term hereby agreed to be granted, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose decision shall be final and binding on the Purchaser), have also been affected. The Purchaser shall indemnify the Government, its agents and contractors against all claims, proceedings, costs, damages and expenses whatsoever incurred by reason of such landslip, subsidence or falling away. The Purchaser shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Areas and, subject to the prior written approval of the Director, the Purchaser may erect fences or other barriers for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Director may have in respect of any breach of these Conditions, the Director may at any time by notice in writing call upon the Purchaser to carry out such geotechnical investigations, slope treatment, landslip preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Purchaser shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may, after the expiry of such period, execute and carry out the required works and the Purchaser shall on demand repay to the Government the cost thereof.

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

Spoil or debris (33) (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

(34) The Purchaser shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair 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 Brown Area or the Green Hatched Black Areas or the archaeological deposit area and its buffer zone shown edged red on the plan annexed hereto (hereinafter collectively referred to as “the Archaeological Deposit Areas”) or any combination of all or any part or parts 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 own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Purchaser shall at his own expense 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 Brown Area or the Green Hatched Black Areas or the Archaeological Deposit Areas or any combination of all or any part or parts 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 Brown Area or the Green Hatched Black Areas or the Archaeological Deposit Areas or any combination of all or any part or parts 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

(35) (a) The Purchaser shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Purchaser shall be solely liable for and shall indemnify 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.

Sewerage impact  
assessment

(36) (a) The Purchaser shall within 6 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 in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his approval in writing a sewerage impact assessment (hereinafter referred to as "SIA") containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to all adverse sewerage impact as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works.

(b) The Purchaser shall at his own expense implement the recommendations in the approved SIA in all respects to the satisfaction of the Director of Environmental Protection and within such time limit as may be stipulated by him.

(c) The technical aspects of the SIA shall be undertaken by a member of the Hong Kong Institution of Engineers with civil engineering as the specialist discipline or a chartered civil engineer.

(d) No building works (except ground investigation, the Demolition Works and site formation works) shall be commenced on the lot or any part thereof until the SIA shall have been approved in writing by the Director of Environmental Protection. For the purposes of these Conditions, "ground investigation" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.

(e) For the avoidance of doubt and without prejudice to the generality of General Conditions Nos. [ ] and [ ] hereof, the Purchaser hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to implement the recommendations in the approved SIA in all respects to the satisfaction of the Director of Environmental Protection. The Government and its officers shall be under no responsibility, obligation or liability whatsoever to the Purchaser for any cost, damage or loss caused to or suffered by the Purchaser whether arising out of or incidental to the fulfilment of the Purchaser's obligations under this Special Condition or otherwise and no claim for compensation shall be made against the Government or its officers by the Purchaser in respect of any such cost, damage or loss.

Noise impact  
assessment

(37) (a) The Purchaser shall within 6 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 in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his approval in writing a noise impact assessment

(hereinafter referred to as “NIA”) containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to noise impact assessment of the surrounding roads and highways in connection with the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works to be provided within the lot.

(b) The Purchaser shall at his own expense implement the recommendations in the approved NIA in all respects to the satisfaction of the Director of Environmental Protection and within such time limit as may be stipulated by him.

(c) No building works (except ground investigation, the Demolition Works and site formation works) shall be commenced on the lot or any part thereof until the NIA shall have been approved in writing by the Director of Environmental Protection.

(d) For the avoidance of doubt and without prejudice to the generality of General Conditions Nos. \_\_\_ and \_\_\_ hereof, the Purchaser hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to implement the recommendations in the approved NIA in all respects to the satisfaction of the Director of Environmental Protection. The Government and its officers shall be under no responsibility, obligation or liability whatsoever to the Purchaser for any cost, damage or loss caused to or suffered by the Purchaser whether arising out of or incidental to the fulfilment of the Purchaser’s obligations under this Special Condition or otherwise and no claim for compensation shall be made against the Government or its officers by the Purchaser in respect of any such cost, damage or loss.

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

Supervisory and  
overhead charges

(a) the Government or its duly authorized officers shall or may carry out works of any description on the lot or any part thereof or outside the lot (whether on behalf of the Purchaser or on the failure of the Purchaser to carry out such works or otherwise) at the cost of the Purchaser or that the Purchaser shall pay or repay to the Government or to its duly authorized officers on demand the cost of such works, such cost shall include such supervisory and overhead charges as may be fixed by the Government or by its duly authorized officers; or

Prior approval or  
consent

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

Definition of gross  
floor area

(39) (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 Conditions Nos. (7)(b), (10)(b), (11)(b), (12)(b) and (22) hereof), subject to sub-clause (d) of this Special Condition, exclude:

- (I) any sunshade, reflector, any floor space that he is satisfied is constructed or intended to be used solely for the parking or for the loading or unloading of motor vehicles or occupied solely by machinery or equipment for any lift, air-conditioning or heating system or any similar service and any space for refuse disposal;
- (II) any structure or floor space, including, but not limited to, any balcony, utility platform, corridor, lift lobby, communal sky garden, acoustic fin, noise barrier, sunshade, reflector, wing wall, wind catcher or funnel, non-structural prefabricated external wall the thickness of which does not exceed 150 millimetres or any part thereof (all hereinafter referred to as “environmentally friendly or innovative features”) and any other structure or floor space which in the opinion of the Building Authority is an environmentally friendly or innovative feature (as to which the opinion of the Building Authority shall be conclusive) and which, for that reason, has been excluded by the Building Authority from the calculation of gross floor area under the Buildings Ordinance, any regulations made thereunder and any amending legislation; and
- (III) any structure or floor space other than that referred to in sub-clauses (b)(i)(I) and (b)(i)(II) and (b)(ii) of this Special Condition, which has been excluded by the Building Authority from the calculation of gross floor area under the Buildings Ordinance, any regulations made thereunder and any amending legislation provided that the Director at his sole discretion may require the payment by the Purchaser of an additional premium and administrative fee as shall be determined by the Director for any structure or any floor space excluded under this sub-clause; and

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

- (ii) accept, for the purpose of calculating the gross floor area, the outer face of the structural elements of the building or buildings erected or to be erected on the lot as the external wall where a curtain wall system forms the external face of any building or buildings erected or to be erected on the lot provided that the outer face of the curtain wall system shall project no more than 300 millimetres from the outer face of the structural elements and provided also that the Director shall have the sole discretion in deciding what comprises a structural element of any building or buildings erected or to be erected on the lot.

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

(d)(i) The floor spaces of the features listed below which may in accordance with these Conditions be excluded from the calculation of the total gross floor area stipulated in Special Condition No. (5)(c) hereof shall not in the aggregate exceed 10% of the total gross floor area of the building or buildings erected or to be erected on the lot:

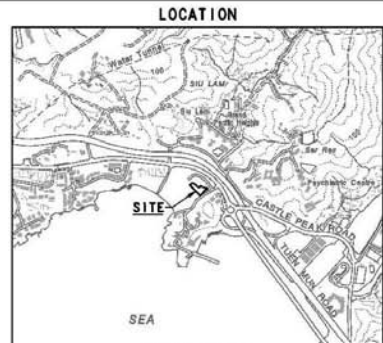
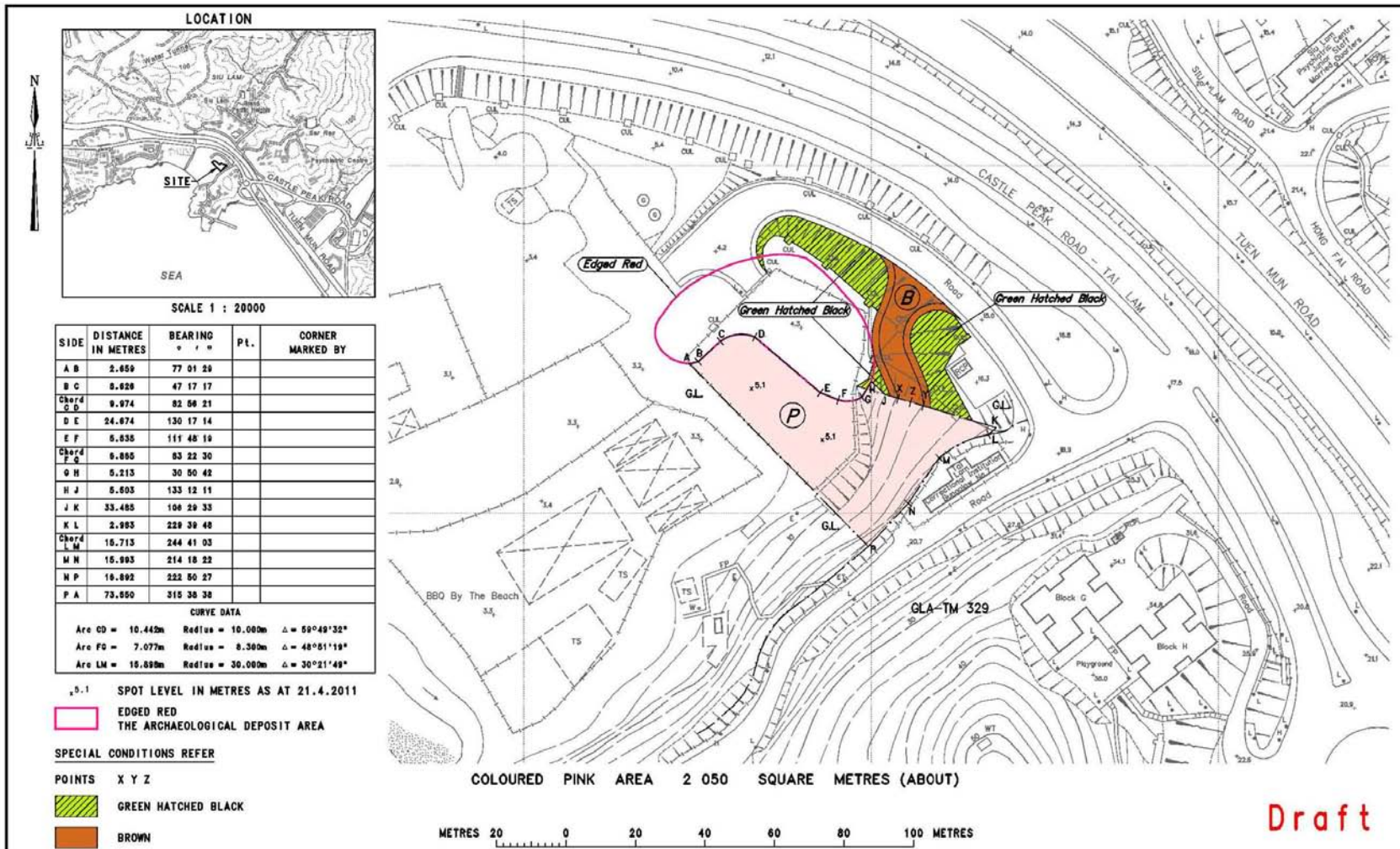
- (I) the Facilities provided in accordance with Special Condition No. (7) hereof;
- (II) office accommodation for watchmen or caretakers or both

provided in accordance with Special Condition No. (10) hereof;

- (III) office for the use of the Owners' Corporation or the Owners' Committee provided in accordance with Special Condition No. (12) hereof;
  - (IV) plant room which has been decided by the Building Authority as non-mandatory or non-essential plant room including but not limited to boiler room, room occupied by machinery or equipment for air-conditioning or heating system, SMATV room (as to which the decision of the Building Authority shall be final and binding on the Purchaser), and pipe duct and air duct connected to such plant room;
  - (V) chimney shaft;
  - (VI) portion of lift shaft which has been decided by the Building Authority as larger lift shaft (as to which the decision of the Building Authority shall be final and binding on the Purchaser);
  - (VII) covered walkway, trellis and horizontal screen not landscaped to the satisfaction of the Building Authority (as to which the decision of the Building Authority shall be final and binding on the Purchaser);
  - (VIII) corridor, lift lobby, balcony, utility platform, and non-structural prefabricated external wall the thickness of which does not exceed 150 millimetres;
  - (IX) void in duplex unit in the building or buildings erected or to be erected on the lot, and void in detached, semi-detached or terraced house erected or to be erected on the lot which is intended for use as a single family residence, and the decision of the Director as to whether the house is intended for use as a single family residence shall be final and binding on the Purchaser; and
  - (X) projection which projects more than 750 millimetres from the external wall of the building or buildings erected or to be erected on the lot.
- (ii) In calculating the total gross floor area of the building or buildings erected or to be erected on the lot referred to in sub-clause (d)(i) of this Special Condition, there shall not be taken into account the floor spaces which are excluded from the calculation of the gross floor area of the building or buildings erected or to be erected on the lot in accordance with these Conditions as to which the decision of the Director shall be final and binding on the Purchaser.

No grave or  
columbarium  
permitted

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



SCALE 1 : 20000

SIDE	DISTANCE IN METRES	BEARING + / -	Pt.	CORNER MARKED BY
A B	2.859	77 01 29		
B C	8.828	47 17 17		
Chord C D	9.974	82 56 21		
D E	24.874	130 17 14		
E F	5.838	111 48 19		
Chord F G	8.880	83 22 30		
G H	5.213	30 50 42		
H J	5.803	133 12 11		
J K	33.485	108 29 33		
K L	2.983	229 39 48		
Chord L M	15.713	244 41 03		
M N	15.893	214 18 22		
N P	18.892	222 50 27		
P A	73.950	315 38 38		

CURVE DATA		
Arc CD = 10.445m	Radius = 10.000m	Δ = 59°49'32"
Arc FG = 7.077m	Radius = 8.300m	Δ = 48°51'19"
Arc LM = 18.898m	Radius = 30.000m	Δ = 30°21'49"

3.1 SPOT LEVEL IN METRES AS AT 21.4.2011

EDGED RED  
THE ARCHAEOLOGICAL DEPOSIT AREA

SPECIAL CONDITIONS REFER

POINTS X Y Z

GREEN HATCHED BLACK

BROWN

COLOURED PINK AREA 2 050 SQUARE METRES (ABOUT)

METRES 20 0 20 40 60 80 100 METRES

Draft

Survey approved by  
**(WONG Yun-wah)**  
District Land Surveyor

District Survey Office, Tuen Mun  
Lands Department  
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TUEN MUN TOWN LOT No. 490

File No. DLOTM 248/CPD/PA/88 & LD DSO/TM/W 2009/89  
Survey Sheet No. 6-SW-23B  
Layout Plan No. -----  
Reference Plan No. FIGURE 7.7 (Scott Wilson Ltd)  
PLAN No. TM5260-SPa

Date : 15/06/2011