

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

PARTICULARS AND CONDITIONS FOR THE GRANT by the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”) of the lot of land described in the Particulars of the Lot hereunder for a term of 50 years commencing from the date of the Memorandum of Agreement annexed hereto at the rent specified in the Particulars of the Lot hereunder and subject to the General and Special Conditions of Sale hereunder.

PARTICULARS OF THE LOT

Registry No.	Location	Site	Area in square metres	Rent
Hung Shui Kiu Town Lot No. 19	Area 44B, Hung Shui Kiu / Ha Tsuen New Development Area, Yuen Long, New Territories	As delineated and shown coloured pink on the plan annexed hereto	10,190 (about)	An annual rent of an amount equal to 3% of the rateable value from time to time of the lot, subject to General Condition No. 4 hereof

GENERAL CONDITIONS

Completion of tender documents

1. Within 14 calendar days of the date of the letter referred to in paragraph 12 of the Tender Notice annexed hereto, the successful tenderer shall sign, or in the case of a limited company duly execute under its common seal and in accordance with the laws of its place of incorporation or otherwise in accordance with the applicable law to the satisfaction of the Director of Lands (hereinafter referred to as “the Director”), the Memorandum of Agreement annexed hereto (hereinafter referred to as “the said Memorandum”), the sale plan annexed hereto and the Service Deed referred to in paragraph 15(a)(i) of the Tender Notice annexed hereto as the purchaser of the lot, for completing the purchase of the lot according to these Conditions. Where the successful tender has been made on behalf of a principal or principals, the principal or the principal who has been designated as the purchaser of the lot in the Form of Tender (Premium Submission) annexed hereto shall himself sign or itself execute the said Memorandum, the sale plan annexed hereto and the Service Deed referred to in paragraph 15(a)(i) of the Tender Notice annexed hereto as the purchaser of the lot. The purchaser of the lot is hereinafter referred to as “Purchaser”.

Completion of sale

2. (a) Subject to sub-clause (b) of this General Condition, the Purchaser shall within 28 calendar days of the date of the letter referred to in paragraph 12 of the Tender Notice annexed hereto pay to the Government in one lump sum the balance of the premium tendered by him.

Payment of balance
of premium in stages

(b) If the Purchaser has elected to pay the balance of the premium in stages in his tender and his election has been accepted by the Government as notified in the letter referred to in paragraph 12 of the Tender Notice annexed hereto, he shall pay to the Government the balance of the premium tendered by him in the following manner free of interest that is to say–

- (i) within 28 calendar days of the date of the letter referred to in paragraph 12 of the Tender Notice annexed hereto, in one lump sum a sum equivalent to 25% of the premium tendered by him less the sum paid in accordance with paragraphs 9 and 13(a) (if required) of the Tender Notice annexed hereto and rounded up to the nearest hundred thousand which shall be applied in part payment of the balance of the premium tendered by him; and
- (ii) within 36 calendar months of the date of the letter referred to in paragraph 12 of the Tender Notice annexed hereto, the remaining balance of the premium tendered by him.

(c) It is hereby acknowledged that the premium tendered by him is for the purchase of the tendered lots referred to in paragraph 1 of the Form of Tender (Premium Submission) annexed hereto. The tendered lots referred to in paragraph 1 of the Form of Tender (Premium Submission) annexed hereto (excluding the lot) are hereinafter collectively referred to as “Other Lots”. In the event that the Purchaser is not the purchaser of all of the Other Lots as designated in the Form of Tender (Premium Submission) annexed hereto, the Purchaser’s obligation and liability to pay the premium or any part thereof for the purchase of the tendered lots referred to therein is joint and several with the purchasers of such Other Lots of which the Purchaser is not the purchaser.

Failure to pay
further deposit or
balance of the
premium

3. If the Purchaser shall have failed to pay the further deposit (if required) referred to in paragraph 13(a) of the Tender Notice annexed hereto in accordance with the said paragraph 13(a), or shall fail to pay the balance of the premium in accordance with General Condition No. 2(a) hereof, or if, the Government having accepted the Purchaser’s election (as notified in the letter referred to in paragraph 12 of the Tender Notice annexed hereto) to pay the balance of the premium in stages as provided in General Condition No. 2(b) hereof, the Purchaser shall fail to pay the sum in part payment of the balance of the premium in accordance with General Condition No. 2(b)(i) hereof, the Government may either enforce or cancel the sale. On cancellation, the sum forwarded by the defaulting Purchaser with his tender as an initial deposit and the sum paid as a further deposit in accordance with paragraph 13(a) of the Tender Notice annexed hereto and in part payment of the premium tendered by him shall be wholly forfeited to the Government, and the Government shall be at liberty to resell the lot (whether together with the Other Lots collectively or individually or otherwise at the Government’s sole and absolute discretion) at such time and place and in such manner as the Government shall deem fit, and all losses and expenses attending a resale or attempted resale, including–

- (a) interest equivalent to 2% per annum above the average Best Lending Rate announced by the current note-issuing banks in the Hong Kong Special Administrative Region (hereinafter referred to as “Hong Kong”), namely, The Hongkong and Shanghai Banking Corporation Limited, Standard Chartered Bank (Hong Kong) Limited and Bank of China (Hong Kong) Limited for the time being (hereinafter referred to as “the Agreed Rate”) on the further deposit (if required but not paid) and the balance of the premium or any part thereof for the periods from the respective latest dates upon which such further deposit and balance or any part thereof should have been paid in accordance with paragraph 13(a) of the Tender Notice annexed hereto and General Condition No. 2 hereof up to and including the date upon which the balance of the premium upon a resale is paid,
- (b) any deficiency which may result on a resale, and
- (c) interest at the Agreed Rate on any such deficiency for the period from the date upon which the balance of the premium upon a resale is paid up to and including the date of payment of the deficiency,

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

Rent

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

Acknowledgement
by the Purchaser

5. (a) The Purchaser hereby expressly accepts and acknowledges–
- (i) that the Government shall be under no liability whatsoever to the Purchaser (which expression shall for the purpose of this General Condition only include his successors, assigns, mortgagees, tenants or other occupiers of the lot whether lawful or otherwise) for any loss or damage howsoever arising in connection with or as a consequence of his purchase of the lot and its subsequent development;
 - (ii) that he has purchased the lot based upon his own evaluation of land records and available geotechnical information whether obtained from Government sources or otherwise and has satisfied himself as to the state and condition of the lot in relation to the purposes for which the lot is to be developed or redeveloped;
 - (iii) that he takes the lot, whether on, above or below the surface of the ground, in the state and condition as it exists on the date on which possession of the lot is deemed to be given in

accordance with Special Condition No. (1) of these Conditions; and

- (iv) that he shall not be entitled to revoke, withdraw, cancel or resile in any way whatsoever from this Agreement nor be entitled in any way whatsoever to compensation or a reduction in the sale price or any other compromise whatsoever should he subsequently determine that the lot is not fit for the purposes for which he purchased the lot.

Exclusion of
warranty

- (b) (i) The Government gives no warranty, express or implied, as to the suitability or fitness of the lot or any part thereof for development whether in accordance with these Conditions or otherwise. The Purchaser for himself, his successors or assigns undertakes not to make any claim against the Government for any loss or damage whatsoever which he may suffer as a result of or arising from the state and condition of the lot making it either unfit for the purposes for which he purchased the lot or rendering it impossible to achieve the scale of development originally intended.
- (ii) The Government gives no warranty, express or implied, as to the accuracy or correctness in any way whatsoever of any information made available or obtained by the Purchaser, and in particular does not warrant that the lot is fit and suitable for any particular purpose.

Indemnity by the
Purchaser

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

Setting out

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

to the Director for replacement by survey and shall pay on demand to the Government in advance the prescribed fee therefor.

Encroachment upon
Government land

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

Maintenance

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

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

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

Boundary stones

8. The Purchaser shall permit boundary stones properly cut and marked with the number of the lot to be fixed at each angle thereof and either in or on the land itself or in or on any building erected thereon as may be required by the Director and shall pay the fees prescribed by him therefor as

well as the prescribed fees for the refixing of such boundary stones which, through being lost, damaged or removed, need replacing.

Private streets, roads
and lanes

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

Right to inspect

10. (a) The Purchaser shall throughout the tenancy, at all reasonable times, permit the Director or his authorized representatives, with or without notice, to enter into or upon the lot or any part thereof or any building or part of any building erected on the lot for the purpose of inspecting the same so as to ascertain that there is no breach of or failure to observe any of these Conditions.

Right to inspect for
assessing
contamination

(b) The Purchaser shall throughout the tenancy, at all reasonable times, permit the Director and the Director of Environmental Protection or his or their authorized representatives, upon serving reasonable verbal or written notice on the Purchaser, to enter into or upon the lot or any part thereof or any building or part of any building erected on the lot for the purpose of carrying out site investigation works to assess the extent of contamination within the lot, which works shall include but not be limited to conducting site inspections, taking soil and water samples and any other works and operations relating or ancillary to such contamination assessment.

Breach of lease
conditions

(c) The fulfilment by the Purchaser of his obligations under these Conditions shall be a condition precedent to the grant or continuance of the tenancy, and in the event of any default by the Purchaser in complying therewith, such default shall be deemed to be a continuing breach and the subsequent acceptance by or on behalf of the Government of any rent or rates or other payment whatsoever shall not (except where the Government has notice of such breach and has expressly acquiesced therein) be deemed to constitute any waiver or relinquishment or otherwise prejudice the enforcement of the Government's right of re-entry for or on account of such default or any other rights, remedies or claims of the Government in respect thereof under these Conditions which shall continue in force and shall apply also in respect of default by the Purchaser in the fulfilment of his obligations under these Conditions within any extended or substituted period as if it had been the period originally provided.

Re-entry

11. (a) Upon any failure or neglect by the Purchaser to perform, observe or comply with any of these Conditions, including but not limited to any failure to pay the remaining balance of the premium in accordance with General Condition No. 2(b)(ii) hereof, the Government shall be entitled to re-enter upon and take back possession of the lot or any part thereof and all or any buildings, erections and works erected or to be erected on the lot or any such part thereof or any part of such buildings, erections or works and thereupon this Agreement and the rights of the Purchaser hereunder shall absolutely cease and determine (in respect of such part if the re-entry is upon a part only) but without prejudice nevertheless to the rights, remedies and claims of the Government in respect of any breach, non-performance, non-observance or non-compliance of the terms and conditions hereof.

(b) In the event that the Purchaser has elected to pay the balance of the premium in stages in his tender and his election has been accepted by the Government as notified in the letter referred to in paragraph 12 of the Tender Notice annexed hereto, the following conditions shall apply–

(i) If, prior to payment in full of the remaining balance of the premium in accordance with General Condition No. 2(b)(ii) hereof, there is any breach of or failure to perform, observe or comply with any of the terms and conditions of any of the Conditions of Sale of the Other Lots, the Government shall be entitled to re-enter upon and take back possession of the lot or any part thereof and all or any buildings, erections and works erected or to be erected on the lot or any such part thereof or any part of such buildings, erections or works (whether together with the Other Lots or any of them or any part of any of them or otherwise) and thereupon this Agreement and the rights of the Purchaser hereunder shall absolutely cease and determine (in respect of such part if the re-entry is upon a part only) but without prejudice nevertheless to the rights, remedies and claims of the Government in respect of any breach, non-performance, non-observance or non-compliance of the terms and conditions hereof.

(ii) The Purchaser hereby acknowledges and agrees that prior to payment in full of the remaining balance of the premium in accordance with General Condition No. 2(b)(ii) hereof, any breach of or failure to perform, observe or comply with any of the terms and conditions of any of the Conditions of Sale of the Other Lots shall be deemed to be a breach of these Conditions.

No refund of
premium on re-entry

(c) In the event of re-entry by the Government under sub-clause (a) or (b) of this General Condition, the Purchaser shall not be entitled to any refund of the premium paid by him or any part thereof or to any payment or compensation whatsoever whether in respect of the value of the land or any part thereof or any building or buildings erected or to be erected on the land or any part thereof or part of any such building or buildings or any amount

expended by the Purchaser in the preparation, formation or development of the lot or any part thereof or otherwise.

Lease

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

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

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

Definitions

13. (a) The expression "Purchaser" shall in these Conditions include the person entering into and executing this Agreement and where the context so admits or requires his executors, administrators and assigns and in the case of a corporation its successors and assigns, and the expression "lot", except where the context otherwise requires, means the lot stated in the Particulars of the Lot hereof. Where the context so admits or requires, words importing the masculine gender shall be deemed to include females and corporations, and words in the singular shall be deemed to include the plural and vice versa.

(b) The foregoing General Conditions shall be read and construed as varied or modified by the Special Conditions hereinafter contained, and the expression "these Conditions" whenever used shall mean and include the General and Special Conditions.

Marginal notes

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

SPECIAL CONDITIONS

- Possession (1) Subject to payment of the balance of the premium in respect of the tendered lots referred to in paragraph 1 of the Form of Tender (Premium Submission) annexed hereto in the manner as provided in General Condition No. 2(a) hereof or payment of the sum in respect of the tendered lots referred to in paragraph 1 of the Form of Tender (Premium Submission) annexed hereto in the manner as provided in General Condition No. 2(b)(i) hereof (as the case may be) and the provisions of General Condition No. 1 hereof, possession of the lot shall be deemed to be given to the Purchaser on the date of this Agreement.
- Acknowledgement of the Existing Buildings and Structures (2) (a) The Purchaser hereby accepts and acknowledges that as at the date of this Agreement, there are some buildings and structures existing within the lot (such existing buildings and structures are hereinafter collectively referred to as “the Existing Buildings and Structures”). The Purchaser undertakes to demolish and remove the Existing Buildings and Structures at his own expense from the lot (the works for demolition and removal of the Existing Buildings and Structures are hereinafter referred to as “the Demolition and Removal Works”). For the purpose of this Special Condition, the decision of the Director as to what constitute the Existing Buildings and Structures shall be final and binding on the Purchaser.
- (b) Without prejudice to the generality of General Condition No. 5 hereof, the Purchaser shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot existing as at the date of this Agreement subject to the presence, physical state and condition of the Existing Buildings and Structures, and no objection or claim whatsoever shall be made or raised against the Government by the Purchaser in respect of or on account of the same.
- Exclusion of warranty (c) (i) The Government gives no warranty or guarantee, express or implied, as to—
- (I) the presence, physical state, condition or safety of the Existing Buildings and Structures or any part thereof; or
- (II) whether the Existing Buildings and Structures or any part thereof were erected or installed or have remained in existence in compliance with the provisions of the Buildings Ordinance, any regulation made thereunder and any amending legislation (hereinafter referred to as “the Buildings Ordinance”).
- (ii) The presence, physical state, condition or safety of the Existing Buildings and Structures or any part thereof or the carrying out of the Demolition and Removal Works shall not in any way relieve the Purchaser of or release, discharge, lessen or vary the Purchaser’s obligations under these Conditions or in any way affect or prejudice the rights and

remedies of the Government under these Conditions or otherwise in respect of any breach, non-compliance, non-observance or non-performance by the Purchaser of any of his obligations under these Conditions.

No liability

(d) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to—

- (i) the presence, physical state, condition or safety of the Existing Buildings and Structures or any part thereof or the carrying out of the Demolition and Removal Works; or
- (ii) the fulfilment or non-fulfilment of any of the Purchaser's obligations under this Special Condition,

and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Indemnity by the Purchaser

(e) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to—

- (i) the presence, physical state, condition or safety of the Existing Buildings and Structures or any part thereof or the carrying out of the Demolition and Removal Works; or
- (ii) the fulfilment or non-fulfilment of any of the Purchaser's obligations under this Special Condition.

Acknowledgement by the Purchaser regarding the construction of the Infrastructure

(3) The Purchaser hereby accepts and acknowledges that as at the date of this Agreement, the proposed roads, the approximate extents and alignments of which are for identification purpose only shown by dashed lines and marked "PROPOSED ROAD D6" (hereinafter referred to as "the Proposed Road D6") and "PROPOSED FOOTPATH" on the plan annexed hereto, and the utility services serving the lot (which roads and utility services are hereinafter collectively referred to as "the Infrastructure") have not been constructed. The Government gives no warranty or guarantee, express or implied, as to whether and when the Infrastructure will be constructed and completed. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the construction of the Infrastructure and whether and when the Infrastructure will be constructed and completed, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Building covenant

(4) The Purchaser shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all

Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before 31 December 2033.

User

(5) (a) 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-residential purposes excluding–

- (i) hotel and petrol filling station;
- (ii) any trade that is now or may hereafter be declared to be an offensive trade under the Public Health and Municipal Services Ordinance, any regulation made thereunder and any amending legislation; and
- (iii) the use or storage of any dangerous goods as defined in the Dangerous Goods Ordinance, any regulation made thereunder and any amending legislation (hereinafter referred to as “the Dangerous Goods Ordinance”), except the use or storage of such dangerous goods as shall be exempted from the licensing requirements under the Dangerous Goods Ordinance or as shall be an ancillary and associated use in direct support of the operation of a data centre only provided that the Purchaser shall have obtained all necessary licences and approvals under the Dangerous Goods Ordinance and shall during the term hereby agreed to be granted maintain such licences and approvals in force.

(b) For the purposes of these Conditions–

- (i) the expression “data centre” means a facility designed and used for housing computer systems, computer servers, telecommunications equipment and associated support components in a secured and controlled environment to perform computing and storage or transmission of digital data;
- (ii) the expression “associated support components” means electrical and mechanical facilities for uninterruptible power supply, power distribution, standby power generation, heat rejection, air-conditioning supply, fire suppression, environmental control, security control or any similar facilities necessary for and ancillary to the data centre; and
- (iii) the decision of the Director as to whether–
 - (I) the lot or any part thereof or any building or part of any building erected or to be erected on the lot is or is not used as a data centre; and

- (II) the use or storage of any dangerous goods is or is not an ancillary and associated use in direct support of the operation of a data centre only,

shall be final and binding on the Purchaser.

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| Preservation of trees | (6) No tree growing on the lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director, and if such consent is granted, the Director may impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate. |
| Landscaping | (7) The Purchaser shall at his own expense landscape and plant with trees and shrubs any portion of the lot and podium (if any) not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director. |
| Development conditions | (8) Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 7 hereof) of the lot or any part thereof– |
| Compliance with Buildings Ordinance | (a) any building erected or to be erected on the lot shall in all respects comply with the requirements of the Buildings Ordinance; |
| Compliance with Town Planning Ordinance | (b) no building may be erected on the lot or any part thereof, or on any area outside the lot and specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area outside the lot and specified in these Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulation made thereunder and any amending legislation; |
| Total gross floor area | (c) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 30,570 square metres and shall not exceed 50,950 square metres; |
| Building setback | (d) (i) unless the Director of Buildings (hereinafter referred to as “the D of B”) agrees otherwise, the Purchaser shall at his own expense submit to the D of B for his written approval a plan or plans demonstrating the configuration and layout of all the buildings, structures, supports for buildings or structures and any projection erected or constructed or to be erected or constructed at or above the ground level of the lot for providing the setback areas from the boundaries of the lot, which submission shall in all respects be in compliance with the requirements of the D of B and include the paving and landscaping proposal of such setback areas and other relevant information as the D of B may require or specify at his sole discretion. The submission as approved by the D of B is hereinafter referred to as “the Approved Building Setback Submission”. Any building, structure, support for building or structure and any projection erected or constructed or to be |

erected or constructed on the lot shall in all respects comply with the Approved Building Setback Submission. For the purpose of this sub-clause (d)(i), the decision of the D of B as to what constitutes the ground level of the lot or whether there has been compliance with the Approved Building Setback Submission shall be final and binding on the Purchaser; and

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

Building separation

- (e) (i) unless the D of B agrees otherwise, the Purchaser shall at his own expense submit to the D of B for his written approval a plan or plans demonstrating the configuration and layout of all the buildings or group of buildings erected or to be erected on the lot including but not limited to the continuous projected façade length, separating distance amongst and permeability of such buildings or group of buildings, which submission shall in all respects be in compliance with the building separation requirements of the D of B and shall include such other relevant information as the D of B may require or specify at his sole discretion;
- (ii) the submission under sub-clause (e)(i) of this Special Condition as approved by the D of B is hereinafter referred to as “the Approved Building Separation Submission”. Any building or group of buildings erected or to be erected on the lot shall in all respects comply with the Approved Building Separation Submission. For the purpose of this sub-clause (e)(ii), the decision of the D of B as to whether there has been compliance with the Approved Building Separation Submission shall be final and binding on the Purchaser; and
- (iii) no amendment, variation, alteration, modification or substitution of the Approved Building Separation Submission shall be made without the prior written approval of the D of B, and if such approval is given, it shall be upon such terms and conditions as determined by the D of B at his sole discretion; and

Greenery Area

- (f) (i) the Purchaser shall at his own expense submit to the D of B for his written approval a plan or plans indicating such portion or portions of the lot or building or buildings erected or to be erected thereon at or within which greening (including but not limited to the provision of live plants with soil base) will be provided and maintained (hereinafter referred to as “the Greenery Area”), the layout and size of the Greenery Area and such other information (including but not

limited to the location and particulars of the building works for the Greenery Area) as the D of B may require or specify at his sole discretion (which submission is hereinafter referred to as “the Greenery Submission”). The decision of the D of B as to what constitutes the provision of greening under the Greenery Submission and which portion or portions of the lot or building or buildings erected or to be erected thereon constitutes the Greenery Area shall be final and binding on the Purchaser. The submission as approved by the D of B is hereinafter referred to as “the Approved Greenery Submission”. For the purposes of these Conditions, “building works” shall be as defined in the Buildings Ordinance;

- (ii) the Purchaser shall at his own expense implement and complete the building works for the Greenery Area in accordance with the Approved Greenery Submission and shall thereafter maintain the same in all respects to the satisfaction of the D of B. No amendment, variation, alteration, modification or substitution of the Approved Greenery Submission shall be made without the prior written approval of the D of B, and if such approval is given, it shall be upon such terms and conditions as determined by the D of B at his sole discretion; and
- (iii) except with the prior written approval of the D of B, the Greenery Area as shown in the Approved Greenery Submission shall not be used for any purpose other than as the Greenery Area in accordance with the layout, size, location and particulars as set out in the Approved Greenery Submission.

Provisional Gold
Rating

(9) The Purchaser shall, on or before 31 December 2033 or such other date as may be approved by the Director, at the Purchaser’s own expense obtain a Provisional Gold Rating or above for the building or buildings erected or to be erected on the lot from the Hong Kong Green Building Council Limited or such other equivalent bodies as may be approved by the Director of Planning. The decision of the Director of Planning as to what constitute other equivalent bodies or whether there has been compliance with this Special Condition shall be final and binding on the Purchaser.

No exempt building

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

Restriction on
alienation

(11) (a) Except as provided in sub-clause (b) of this Special Condition, the Purchaser shall not, throughout the term hereby agreed to be granted—

- (i) 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 enter into any agreement so to do; or

- (ii) 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, 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.

Building mortgage
before compliance

- (b) (i) Prior to compliance with these Conditions in all respects to the satisfaction of the Director, the Purchaser may mortgage or charge the lot as a whole for the purpose of the development thereof in accordance with these Conditions and only by way of a building mortgage, it being agreed that for this purpose a building mortgage shall be one—
 - (I) whereby the lot is mortgaged or charged in favour of a licensed bank or a registered deposit-taking company authorized under section 16 of the Banking Ordinance, any regulation made thereunder and any amending legislation (hereinafter referred to as “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 defined in the Buildings Ordinance and appointed by the Purchaser for the development of the lot) as having been incurred by the Purchaser for the development of the lot; and

(III) which provides that the mortgagee or chargee shall not exercise any right or power (whether under statute or the building mortgage or otherwise) to foreclose, take possession, sell, 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 enter into any agreement so to do, except with the prior written consent of the Director and in conformity with any conditions as may be imposed by him at his sole and absolute discretion (which may include, without prejudice to the rights and discretion of the Director under this sub-clause (b)(i), the execution by the Purchaser, the mortgagee or chargee and such other persons as may be required by the Secretary for Development (hereinafter referred to as “the S for D”) with the Government of any document as may be required by the S for D on such terms and conditions as may be required by the S for D, or such other documents as may be required by the Director on such terms and conditions as may be required by the Director).

(ii) After compliance with these Conditions in all respects to the satisfaction of the Director, the Purchaser may–

Assignment as a whole after compliance

(I) assign the lot and all the building or buildings thereon as a whole only (and not a part or parts thereof or any interest therein) or enter into any agreement so to do provided that if such assignment shall take place prior to the completion of or full fulfilment by the Purchaser of the obligations under the Service Deed (as defined in Special Condition No. (14) hereof), the Purchaser and such other persons as may be required by the S for D shall execute with the Government a deed of novation (in such form and on such terms and conditions as may be required by the S for D) of the Service Deed (as defined in Special Condition No. (14) hereof), a new or replacement service deed (in such form and on such terms and conditions as may be required by the S for D), or such other documents as may be required by the S for D on such terms and conditions as may be required by the S for D; and

Mortgage or charge
as a whole after
compliance

- (II) mortgage or charge in favour of a licensed bank or a registered deposit-taking company authorized under section 16 of the Banking Ordinance the lot and all the building or buildings thereon as a whole only (and not a part or parts thereof or any interest therein) or enter into any agreement so to do and only by way of a mortgage or charge which provides that prior to the completion of or full fulfilment by the Purchaser of the obligations under the Service Deed (as defined in Special Condition No. (14) hereof), the mortgagee or chargee shall not exercise any right or power (whether under statute or the mortgage or charge or otherwise) to foreclose, take possession, sell, 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 enter into any agreement so to do, except with the execution by the Purchaser, the mortgagee or chargee and such other persons as may be required by the S for D with the Government of any document as may be required by the S for D on such terms and conditions as may be required by the S for D.

It being accepted and agreed that the requirement of execution of a deed of novation of the Service Deed (as defined in Special Condition No. (14) hereof), a new or replacement service deed or such other documents as may be required by the S for D under sub-clause (b)(ii)(I) of this Special Condition; and the requirement that the mortgage or charge under sub-clause (b)(ii)(II) of this Special Condition shall contain a provision as stipulated in the said sub-clause (b)(ii)(II) would be relinquished upon the completion of or full fulfilment by the Purchaser of the obligations under the Service Deed (as defined in Special Condition No. (14) hereof). For the purposes of these Conditions, the decision of the S for D as to what constitutes completion of or full fulfilment by the Purchaser of the obligations under the Service Deed (as defined in Special Condition No. (14) hereof) shall be final and binding on the Purchaser.

Underletting prior to
or after compliance

- (iii) At any time prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Purchaser may underlet or grant licence to use or occupy the lot or any part thereof or any building or part of any

building thereon or enter into any agreement so to do provided that the balance of the premium as provided in General Condition No. 2 hereof in respect of the tendered lots referred to in paragraph 1 of the Form of Tender (Premium Submission) annexed hereto shall have been paid in full in accordance with General Condition No. 2 hereof, and provided that the lease, tenancy or licence of the lot or any part thereof or any building or part of any building thereon complies with the following terms and conditions–

- (I) the term of the lease, tenancy or licence shall not exceed 20 years in the aggregate including any right of renewal;
- (II) 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, covering the building or that part of the building to which the lease, tenancy or licence relates;
- (III) no premium shall be paid by the lessee, tenant or licensee;
- (IV) the rent payable shall not exceed a rack rent or the licence fee payable shall not exceed the prevailing market fee;
- (V) no rent or licence fee shall be payable in advance for a period greater than 12 calendar months;
- (VI) the user permitted in the lease, tenancy agreement or licence or any agreement therefor shall comply with these Conditions; and
- (VII) none of the terms and conditions in the lease, tenancy agreement or licence or any agreement therefor shall contravene these Conditions.

For the purposes of these Conditions, “Building Authority” shall be as defined in the Buildings Ordinance.

(c) For the avoidance of doubt and without prejudice to General Condition No. 13(a) hereof and section 40 of the Conveyancing and Property Ordinance, any regulation made thereunder and any amending legislation, the expression “Purchaser” in this Special Condition shall be deemed to include the mortgagee or chargee referred to in sub-clauses (b)(i) and (b)(ii) of this Special Condition and this Special Condition shall apply to the exercise by any such mortgagee or chargee of any right or power (whether under statute or the building mortgage referred to in sub-clause (b)(i) of this Special Condition or the mortgage or charge referred to in sub-clause (b)(ii) of this Special Condition or otherwise) to foreclose, take possession, sell, 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, or enter into any agreement so to do and the exercise by any such mortgagee or chargee of the right or power to foreclose any interest shall be deemed to be the exercise of the right or power to assign such interest to such mortgagee or chargee.

Registration (12) Every assignment, mortgage, charge, underletting for more than 3 years or other alienation of the lot or any part thereof or any interest therein shall be registered at the Land Registry.

Restriction on partitioning (13) 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.

Termination of the Service Deed (14) (a) For the purposes of this Special Condition and Special Condition No. (11) hereof, "the Service Deed" shall mean the Service Deed referred to in paragraph 15(a)(i) of the Tender Notice annexed hereto, as may from time to time be amended or supplemented by the parties thereto, or any new or replacement service deed entered into with the agreement of the Government, or any service deed (including any new or replacement service deed) as may be novated by any novation deed or otherwise with the agreement of the Government and the decision of the S for D as to what constitutes the Service Deed shall be final and binding on the Purchaser.

(b) The Purchaser hereby accepts and agrees that the use of the lot is conditional on the subsistence of the Service Deed and that upon termination of the Service Deed for whatever reason (except upon the completion of or full fulfilment by the Purchaser of the obligations under the Service Deed), whether by mutual agreement of the parties thereto or by the Government in accordance with the provisions of the Service Deed or otherwise, it shall be lawful for the Government at any time thereafter to re-enter upon and take back possession of the lot or any part thereof and all or any buildings, structures, erections and works thereon or any part thereof without notice, whether under the Government Rights (Re-entry and Vesting Remedies) Ordinance, any regulation made thereunder and any amending legislation, or at common law or otherwise. Upon the exercise of this power by the Government, the rights of the Purchaser under this Agreement shall absolutely cease and determine (in respect of such part if the re-entry is upon a part only) but without prejudice nevertheless to the rights, remedies and claims of the Government in respect of any breach, non-compliance, non-observance or non-performance of any of these Conditions or otherwise, and the Purchaser shall not be entitled to any refund of the premium paid by him or any part thereof or to any payment or compensation whatsoever whether in respect of the value of the lot or any part thereof or any building or buildings, structure or structures, erection or erections and works thereon or part or parts of any such building or buildings, structure or structures, erection or erections and

works or any amount expended by the Purchaser in the preparation, formation, development or redevelopment of the lot or any part thereof or otherwise.

(c) Save as provided in Special Condition No. (11) hereof and sub-clause (b) of this Special Condition, nothing in the Service Deed shall affect the interpretation, operation and enforcement of any of these Conditions.

(d) For the avoidance of doubt, the rights, remedies and claims available to the Government under the Service Deed (including the rights, remedies and claims of the Government in respect of any breach, non-compliance, non-observance or non-performance by the Purchaser of any of the provisions under the Service Deed), if any, shall not prejudice any of the rights, remedies and claims available to the Government under these Conditions (including the rights, remedies and claims of the Government in respect of any breach, non-compliance, non-observance or non-performance by the Purchaser of any of these Conditions) or any other rights or remedies of the Government.

Vehicular access

(15) (a) Upon development of the lot, a temporary access for construction vehicles to or from the lot may be permitted in such position and subject to such terms and conditions as may be imposed by the Director of Civil Engineering and Development (hereinafter referred to as “the D of CED”) at his sole and absolute discretion and on the condition that the Purchaser shall at his own expense make his own arrangements from time to time for such temporary access. Upon completion of the development, the Purchaser shall, at his own expense within the time limit specified by the D of CED and in all respects to the satisfaction of the D of CED, reinstate the area upon which the temporary access was constructed.

(b) The Government gives no warranty or guarantee as to whether and when the temporary access as referred to in sub-clause (a) of this Special Condition will be available. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever or howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to any delay or failure by the Purchaser or otherwise to arrange such temporary access, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

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

(d) Upon completion of the construction of the Proposed Road D6, 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.

(e) For the purpose of this Special Condition, the decision of the D of CED as to whether the construction of the Proposed Road D6 is completed shall be final and binding on the Purchaser.

Parking
requirements

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

Office Parking
Spaces

(i) one space for every 175 square metres or part thereof of the first 15,000 square metres of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for office purpose and one space for every 250 square metres or part thereof of the remaining gross floor area for such purpose (the spaces to be provided under this sub-clause (a)(i) (as may be varied under Special Condition No. (19) hereof) are hereinafter referred to as “the Office Parking Spaces”);

Industrial Parking
Spaces

(ii) one space for every 675 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for industrial purpose (the spaces to be provided under this sub-clause (a)(ii) (as may be varied under Special Condition No. (19) hereof) are hereinafter referred to as “the Industrial Parking Spaces”);

Data Centre Parking
Spaces

(iii) one space for every 675 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for data centre purpose (the spaces to be provided under this sub-clause (a)(iii) (as may be varied under Special Condition No. (19) hereof) are hereinafter referred to as “the Data Centre Parking Spaces”); and

Other Non-
Residential Parking
Spaces

(iv) one space for every 250 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for the purposes permitted under Special Condition No. (5) hereof (excluding office, industrial and data centre purposes) (the spaces to be provided under this sub-clause (a)(iv) (as may be varied under Special Condition No. (19) hereof) are hereinafter referred to as “the Other Non-Residential Parking Spaces”).

For the purpose of calculating the number of the Office Parking Spaces, the Industrial Parking Spaces, the Data Centre Parking Spaces and the Other Non-Residential Parking Spaces to be provided respectively under sub-clauses

(a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition, any floor area to be used for parking, loading and unloading purposes and for the picking up and setting down of passengers from motor vehicles shall be excluded.

Parking Spaces for Disabled Persons

(b) Out of the Office Parking Spaces, the Industrial Parking Spaces, the Data Centre Parking Spaces and the Other Non-Residential Parking Spaces, the Purchaser shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons (which spaces to be so reserved and designated are hereinafter referred to as “the Parking Spaces for Disabled Persons”) as the Building Authority may require or approve.

Motor cycle parking spaces

(c) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor cycles licensed under the Road Traffic Ordinance at the following rates—

Office Motor Cycle Parking Spaces

(i) 10% of the total number of the Office Parking Spaces (the spaces to be provided under this sub-clause (c)(i) (as may be varied under Special Condition No. (19) hereof) are hereinafter referred to as “the Office Motor Cycle Parking Spaces”);

Industrial Motor Cycle Parking Spaces

(ii) 10% of the total number of the Industrial Parking Spaces (the spaces to be provided under this sub-clause (c)(ii) (as may be varied under Special Condition No. (19) hereof) are hereinafter referred to as “the Industrial Motor Cycle Parking Spaces”);

Data Centre Motor Cycle Parking Spaces

(iii) 10% of the total number of the Data Centre Parking Spaces (the spaces to be provided under this sub-clause (c)(iii) (as may be varied under Special Condition No. (19) hereof) are hereinafter referred to as “the Data Centre Motor Cycle Parking Spaces”); and

Other Non-Residential Motor Cycle Parking Spaces

(iv) 10% of the total number of the Other Non-Residential Parking Spaces (the spaces to be provided under this sub-clause (c)(iv) (as may be varied under Special Condition No. (19) hereof) are hereinafter referred to as “the Other Non-Residential Motor Cycle Parking Spaces”).

If the respective number of the Office Motor Cycle Parking Spaces, the Industrial Motor Cycle Parking Spaces, the Data Centre Motor Cycle Parking Spaces or the Other Non-Residential Motor Cycle Parking Spaces to be provided under sub-clauses (c)(i), (c)(ii), (c)(iii) and (c)(iv) of this Special Condition is a decimal number, the same shall be rounded up to the next whole number.

Dimensions of parking spaces

(d) (i) Except for the Parking Spaces for Disabled Persons, each of the Office Parking Spaces, the Industrial Parking Spaces, the Data Centre Parking Spaces and the Other Non-Residential Parking Spaces shall measure 2.5 metres in width and 5.0 metres in length with minimum headroom of 2.4 metres.

	(ii)	The dimensions of each of the Parking Spaces for Disabled Persons shall be as the Building Authority may require or approve.
	(iii)	Each of the Office Motor Cycle Parking Spaces, the Industrial Motor Cycle Parking Spaces, the Data Centre Motor Cycle Parking Spaces and the Other Non-Residential Motor Cycle Parking Spaces shall measure 1.0 metre in width and 2.4 metres in length with minimum headroom of 2.4 metres.
Definitions and use	(e)	<p>(i) For the purposes of these Conditions, “motor vehicle”, “disabled person” and “motor cycle” shall be as defined in the Road Traffic Ordinance.</p> <p>(ii) The Office Parking Spaces, the Industrial Parking Spaces, the Data Centre Parking Spaces, the Other Non-Residential Parking Spaces, the Parking Spaces for Disabled Persons, the Office Motor Cycle Parking Spaces, the Industrial Motor Cycle Parking Spaces, the Data Centre Motor Cycle Parking Spaces and the Other Non-Residential Motor Cycle Parking Spaces shall not be used for any purpose other than those respectively stipulated in sub-clauses (a), (b) and (c) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.</p>
Parking, loading and unloading requirements	(17) (a)	<p>Spaces shall be provided within the lot to the satisfaction of the C for T–</p> <p>(i) for the parking, loading and unloading of goods vehicles (excluding goods vehicles with trailers) licensed under the Road Traffic Ordinance in accordance with sub-clause (c) of this Special Condition at the following rates–</p>
Requirements for office purpose	(I)	one space for every 2,500 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for office purpose;
Requirements for industrial purpose	(II)	one space for every 1,100 square metres or part thereof of 50% of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for industrial purpose and one space for every 2,500 square metres or part thereof of the remaining gross floor area for such purpose;
Requirements for data centre purpose	(III)	one space for every 3,600 square metres or part thereof of the first 20,000 square metres of the gross floor area of the building or buildings or part or parts

of the building or buildings erected or to be erected on the lot for data centre purpose and one space for every 5,800 square metres or part thereof of the remaining gross floor area for such purpose; and

Requirements for
other non-residential
purposes

- (IV) one space for every 1,000 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for the purposes permitted under Special Condition No. (5) hereof (excluding office, industrial and data centre purposes); and

Lay-bys for motor
vehicles

- (ii) as lay-bys for the picking up and setting down of passengers from motor vehicles at the rate of one space for every 20,000 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for the purposes permitted under Special Condition No. (5) hereof (excluding industrial and data centre purposes). Each of these spaces shall measure 2.5 metres in width and 5.0 metres in length with 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 in connection with the building or buildings erected or to be erected on the lot.

For the purposes of these Conditions, “goods vehicle” and “trailer” shall be as defined in the Road Traffic Ordinance.

Dimensions of
parking, loading and
unloading spaces for
goods vehicles

- (b) (i) Out of the total number of spaces provided under sub-clause (a)(i)(I) of this Special Condition (as may be varied under Special Condition No. (19) hereof)–
- (I) 65% of which shall each measure 3.5 metres in width and 7.0 metres in length with minimum headroom of 3.6 metres provided that if the number of spaces so calculated is a decimal number, the C for T may at his absolute discretion round up or down the number to the next whole number; and
- (II) the remaining number of spaces shall each measure 3.5 metres in width and 11.0 metres in length with minimum headroom of 4.7 metres.
- (ii) Out of the total number of spaces provided under sub-clause (a)(i)(II) of this Special Condition (as may be varied under Special Condition No. (19) hereof)–

Industrial Light
Goods Vehicle
Spaces

- (I) 65% of which shall each measure 3.5 metres in width and 7.0 metres in length with minimum headroom of 3.6 metres (the spaces to be provided under this sub-

clause (b)(ii)(I) (as may be varied under Special Condition No. (19) hereof) are hereinafter referred to as “the Industrial Light Goods Vehicle Spaces”) provided that if the number of spaces so calculated is a decimal number, the C for T may at his absolute discretion round up or down the number to the next whole number; and

Industrial Heavy
Goods Vehicle
Spaces

- (II) the remaining number of spaces shall each measure 3.5 metres in width and 11.0 metres in length with minimum headroom of 4.7 metres (the spaces to be provided under this sub-clause (b)(ii)(II) (as may be varied under Special Condition No. (19) hereof) are hereinafter referred to as “the Industrial Heavy Goods Vehicle Spaces”).

- (iii) Out of the total number of spaces provided under sub-clause (a)(i)(III) of this Special Condition (as may be varied under Special Condition No. (19) hereof)–

Data Centre Light
Goods Vehicle
Spaces

- (I) 65% of which shall each measure 3.5 metres in width and 7.0 metres in length with minimum headroom of 3.6 metres (the spaces to be provided under this sub-clause (b)(iii)(I) (as may be varied under Special Condition No. (19) hereof) are hereinafter referred to as “the Data Centre Light Goods Vehicle Spaces”) provided that if the number of spaces so calculated is a decimal number, the C for T may at his absolute discretion round up or down the number to the next whole number; and

Data Centre Heavy
Goods Vehicle
Spaces

- (II) the remaining number of spaces shall each measure 3.5 metres in width and 11.0 metres in length with minimum headroom of 4.7 metres (the spaces to be provided under this sub-clause (b)(iii)(II) (as may be varied under Special Condition No. (19) hereof) are hereinafter referred to as “the Data Centre Heavy Goods Vehicle Spaces”).

- (iv) Out of the total number of spaces provided under sub-clause (a)(i)(IV) of this Special Condition (as may be varied under Special Condition No. (19) hereof)–

Other Non-
Residential Light
Goods Vehicle
Spaces

- (I) 65% of which shall each measure 3.5 metres in width and 7.0 metres in length with minimum headroom of 3.6 metres (the spaces to be provided under this sub-clause (b)(iv)(I) (as may be varied under Special Condition No. (19) hereof) are hereinafter referred to as “the Other Non-Residential Light Goods Vehicle Spaces”) provided that if the number of spaces so calculated is a decimal number, the C for T may at his

absolute discretion round up or down the number to the next whole number; and

Other Non-Residential Heavy Goods Vehicle Spaces

- (II) the remaining number of spaces shall each measure 3.5 metres in width and 11.0 metres in length with minimum headroom of 4.7 metres (the spaces to be provided under this sub-clause (b)(iv)(II) (as may be varied under Special Condition No. (19) hereof) are hereinafter referred to as “the Other Non-Residential Heavy Goods Vehicle Spaces”).

Office Loading and Unloading Spaces

- (c) (i) All the spaces provided under sub-clause (a)(i)(I) of this Special Condition (as may be varied under Special Condition No. (19) hereof) shall be used only for loading and unloading purposes (hereinafter referred to as “the Office Loading and Unloading Spaces”).

Light Goods Vehicle Parking Spaces

- (ii) 50% of the respective total number of the Industrial Light Goods Vehicle Spaces, the Data Centre Light Goods Vehicle Spaces and the Other Non-Residential Light Goods Vehicle Spaces shall be used only for parking purpose (the spaces to be provided under this sub-clause (c)(ii) (as may be varied under Special Condition No. (19) hereof) are hereinafter collectively referred to as “the Light Goods Vehicle Parking Spaces”) provided that if the respective number of spaces so calculated is a decimal number, the C for T may at his absolute discretion round up or down the number to the next whole number and the remaining spaces shall be used only for loading and unloading purposes.

Heavy Goods Vehicle Parking Spaces

- (iii) 50% of the respective total number of the Industrial Heavy Goods Vehicle Spaces, the Data Centre Heavy Goods Vehicle Spaces and the Other Non-Residential Heavy Goods Vehicle Spaces shall be used only for parking purpose (the spaces to be provided under this sub-clause (c)(iii) (as may be varied under Special Condition No. (19) hereof) are hereinafter collectively referred to as “the Heavy Goods Vehicle Parking Spaces”) provided that if the respective number of spaces so calculated is a decimal number, the C for T may at his absolute discretion round up or down the number to the next whole number and the remaining spaces shall be used only for loading and unloading purposes.

Other Loading and Unloading Spaces

- (iv) The spaces provided for loading and unloading purposes in accordance with sub-clauses (c)(ii) and (c)(iii) of this Special Condition are hereinafter collectively referred to as “the Other Loading and Unloading Spaces”.

(d) For the purpose of calculating the number of spaces to be provided under sub-clauses (a)(i)(I), (a)(i)(II), (a)(i)(III), (a)(i)(IV) and (a)(ii) of this Special Condition (as may be respectively varied under Special Condition No. (19) hereof), any floor area to be used for parking, loading and unloading

purposes and for the picking up and setting down of passengers from motor vehicles shall be excluded.

- (e) (i) The Light Goods Vehicle Parking Spaces and the Heavy Goods Vehicle Parking Spaces shall not be used for any purpose other than for the parking of goods vehicles (excluding goods vehicles with trailers) licensed under the Road Traffic Ordinance and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.
- (ii) The Office Loading and Unloading Spaces and the Other Loading and Unloading Spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles (excluding goods vehicles with trailers) licensed under the Road Traffic Ordinance in connection with the building or buildings erected or to be erected on the lot.

(f) The Industrial Light Goods Vehicle Spaces and the Industrial Heavy Goods Vehicle Spaces to be used for loading and unloading purposes shall abut a goods handling platform or area which must be provided and so laid out that goods loaded or unloaded from or to such platform or area may be transported within the lot to all parts of the building or buildings erected or to be erected on the lot for industrial purpose both vertically and horizontally. The goods handling platform or area must give access to the building or buildings erected or to be erected on the lot for industrial purpose.

Bicycle Parking
Spaces

(18) (a) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of bicycles at the following rates—

- (i) one space for every 550 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for office purpose;
- (ii) one space for every 2,600 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for industrial purpose;
- (iii) one space for every 2,600 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for data centre purpose; and
- (iv) one space for every 350 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for the purposes permitted under Special Condition No. (5) hereof (excluding office, industrial and data centre purposes).

The spaces to be provided under this sub-clause (a) (as may be varied under Special Condition No. (19) hereof) are hereinafter referred to as “the Bicycle Parking Spaces”.

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

(c) For the purpose of calculating the number of spaces to be provided under sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition (as may be respectively varied under Special Condition No. (19) hereof), any floor area to be used for parking, loading and unloading purposes and for the picking up and setting down of passengers from motor vehicles shall be excluded.

(d) For the purposes of these Conditions, “bicycle” shall be as defined in the Road Traffic Ordinance. The Bicycle Parking Spaces shall not be used for any purpose other than for the parking of bicycles and in particular the said spaces shall not be used for the storage, display or exhibiting of bicycles for sale or otherwise or for the servicing of bicycles.

Flexibility in parking,
loading and
unloading provisions

(19) (a) Notwithstanding Special Conditions Nos. (16)(a), (16)(c)(i), (16)(c)(iv), (17)(a)(i)(I), (17)(a)(i)(II), (17)(a)(i)(IV) and (18)(a) hereof, the Purchaser may increase or reduce the respective number of spaces required to be provided under the said Special Conditions by not more than 5% provided that the total number of spaces so increased or reduced shall not exceed 50.

(b) Notwithstanding Special Conditions Nos. (16)(a), (16)(c), (16)(d)(i), (16)(d)(iii), (17)(a)(i), (17)(a)(ii), (17)(b), (17)(c)(ii), (17)(c)(iii) and (18)(a) hereof and sub-clause (a) of this Special Condition, the Purchaser may increase or reduce the respective number, ratio and dimensions of spaces required to be provided under the said Special Conditions or sub-clause to such other numbers, ratios and dimensions as may be approved in writing by the C for T, and such increase or reduction shall also be subject to the prior written approval of the Director, who may, at his sole and absolute discretion, give his approval subject to such terms and conditions as he sees fit, including the payment by the Purchaser of any premium and administrative fee as shall be determined by the Director.

EV charging facilities

(20) (a) The Purchaser shall—

- (i) on or before 31 December 2033 or such other date as may be approved by the Director, at the Purchaser’s own expense in such manner, at such locations and to such standards and designs as may be required or approved in writing by the Director of Electrical and Mechanical Services (hereinafter referred to as “the D of EMS”) and in all respects in compliance with the Electricity Ordinance, any regulation made thereunder and any amending legislation, provide and install—

- (I) charging facilities for electric vehicles (hereinafter referred to as “EV”), including but not limited to fixed electrical installations, installations of final circuits and associated ancillary installations; and
- (II) an EV charger with output power of not less than 7 kilowatts (hereinafter referred to as “EV Charger”),

for each of the Office Parking Spaces, the Industrial Parking Spaces, the Data Centre Parking Spaces, the Other Non-Residential Parking Spaces, the Parking Spaces for Disabled Persons, the Office Motor Cycle Parking Spaces, the Industrial Motor Cycle Parking Spaces, the Data Centre Motor Cycle Parking Spaces, the Other Non-Residential Motor Cycle Parking Spaces and the Light Goods Vehicle Parking Spaces. For the avoidance of doubt, an EV Charger should be provided and installed for each and every such parking spaces; and

- (III) switchgear compartments in the main switchboard or switchboards for the building or buildings erected or to be erected on the lot reserving adequate three-phase electrical loading power capacity for the provision of charging facilities for EV (as and when provided and installed) for the Heavy Goods Vehicle Parking Spaces; and
- (ii) thereafter, throughout the term hereby agreed to be granted, at the Purchaser’s own expense and in all respects to the satisfaction of the D of EMS upkeep, maintain and repair the charging facilities for EV, EV Chargers and switchgear compartments in the main switchboard or switchboards provided and installed under sub-clause (a)(i) of this Special Condition in good and substantial repair and operational conditions.

(b) For the purpose of sub-clause (a) of this Special Condition, the decision of the D of EMS as to what constitute charging facilities for EV, an EV Charger, switchgear compartments, main switchboard or switchboards or adequate three-phase electrical loading power capacity shall be final and binding on the Purchaser.

Access for inspection

(21) (a) The Purchaser shall at all times throughout the term hereby agreed to be granted permit the Government, the C for T, the D of EMS, their officers, contractors, agents, workmen and any other persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking or ascertaining that there is no breach of or failure to comply with Special Conditions Nos. (16), (17), (18), (19) and (20) hereof by the Purchaser.

No liability

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

Indemnity by the Purchaser

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

Parking, loading and unloading spaces etc. excluded from gross floor area calculation

(22) (a) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (8)(c) hereof, there shall not be taken into account—

- (i) the Office Parking Spaces, the Industrial Parking Spaces, the Data Centre Parking Spaces, the Other Non-Residential Parking Spaces, the Parking Spaces for Disabled Persons, the Office Motor Cycle Parking Spaces, the Industrial Motor Cycle Parking Spaces, the Data Centre Motor Cycle Parking Spaces, the Other Non-Residential Motor Cycle Parking Spaces, the Light Goods Vehicle Parking Spaces and the Heavy Goods Vehicle Parking Spaces (hereinafter collectively referred to as “the Spaces”), if they are provided—
 - (I) below the ground level;
 - (II) in any two floors at or above the ground level of the building or buildings erected or to be erected on the lot; or
 - (III) in any floor or floors at or above the ground level of the building or buildings erected or to be erected on the lot other than the two floors referred to in sub-clause (a)(i)(II) of this Special Condition as may be approved in writing by the Director, provided that they have been excluded by the Building Authority from the calculation of gross floor area under the Buildings Ordinance;
- (ii) the Office Loading and Unloading Spaces, the Other Loading and Unloading Spaces and the spaces provided for the picking up and setting down of passengers from motor vehicles in accordance with Special Condition No. (17)(a)(ii)

hereof (as may be varied under Special Condition No. (19) hereof) if they are provided at or below the ground level; and

(iii) the Bicycle Parking Spaces.

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

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

(II) any of the Office Loading and Unloading Spaces, the Other Loading and Unloading Spaces and the spaces provided for the picking up and setting down of passengers from motor vehicles in accordance with Special Condition No. (17)(a)(ii) hereof (as may be varied under Special Condition No. (19) hereof) are provided above the ground level,

50% of such spaces together with 50% of the other areas including but not limited to lift lobbies, landings, pedestrian access routes, manoeuvring and circulation areas and plant rooms serving such spaces shall be taken into account for the calculation of the total gross floor area stipulated in Special Condition No. (8)(c) hereof as to which the decision of the Director shall be final and binding on the Purchaser.

(ii) Notwithstanding sub-clause (b)(i) of this Special Condition, the Director at his sole discretion may subject to the payment by the Purchaser of any premium and administrative fee as shall be determined by the Director exclude any of the spaces and other areas referred to in the said sub-clause (b)(i) from the calculation of the total gross floor area stipulated in Special Condition No. (8)(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 constitute a floor and the ground level or whether any space is at, above or below the ground level and what constitute other areas serving those spaces referred to in sub-clause (b)(i) of this Special Condition shall be final and binding on the Purchaser.

Parking Information (23) (a) The Purchaser shall–

(i) at his own expense submit or cause to be submitted to the C for T for his written approval a plan or plans showing the locations and dimensions of the areas or spaces designated for accommodating such facilities, installations and equipment (hereinafter referred to as “the Facilities, Installations and Equipment”) to be provided and installed in, on or within any building, structure or floor space on the lot, which plan or plans shall contain such information as the C

for T may require or specify at his sole and absolute discretion (hereinafter collectively referred to as “the Parking Information System Area”) for the purpose of submitting information relating to and associated with the Industrial Parking Spaces, the Other Non-Residential Parking Spaces, the Industrial Motor Cycle Parking Spaces and the Other Non-Residential Motor Cycle Parking Spaces, including but not limited to the numbers and types of vacant spaces for the parking of motor vehicles (hereinafter collectively referred to as “the Parking Information”) as required under and in accordance with sub-clause (b) of this Special Condition. No building works (other than site formation works and the Demolition and Removal Works) shall be commenced on the lot until such approval shall have been obtained. For the purpose of this sub-clause (a)(i), “site formation works” shall be as defined in the Buildings Ordinance;

- (ii) on or before 31 December 2033 or such other date as may be approved by the Director, at the Purchaser’s own expense carry out and complete in all respects to the satisfaction of the C for T the works for the Parking Information System Area in accordance with the plan or plans approved under sub-clause (a)(i) of this Special Condition; and at the Purchaser’s own expense provide and install the Facilities, Installations and Equipment and shall thereafter at all times during the term hereby agreed to be granted, maintain at the Purchaser’s own expense the Parking Information System Area and the Facilities, Installations and Equipment in good and substantial repair and conditions for the purpose of fulfilling the Purchaser’s obligations under sub-clause (b) of this Special Condition and in all respects to the satisfaction of the C for T; and
- (iii) at all reasonable times throughout the term hereby agreed to be granted permit the Government, the C for T, the Director, their officers, contractors, agents, workmen and any other persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected on the lot for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (a)(ii) of this Special Condition. For the purpose of this Special Condition, the decision of the C for T as to what constitute reasonable times shall be final and binding on the Purchaser.

(b) The Purchaser shall, commencing on a date to be decided and specified in writing by the C for T (as to which the decision of the C for T shall be final and binding on the Purchaser) and thereafter at all times throughout the term hereby agreed to be granted, at the Purchaser’s own expense and in all respects to the satisfaction of the C for T, submit or cause

to be submitted to the C for T the Parking Information in such format and at such time and intervals as the C for T may from time to time require or specify in writing (as to which the decision of the C for T shall be final and binding on the Purchaser).

(c) The Purchaser hereby—

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

No liability

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

Indemnity by the
Purchaser

(e) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and

howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under sub-clauses (a) and (b) of this Special Condition; any omission or mistake in the Parking Information; any omission, mistake, neglect or default by the Purchaser in relation to the submission of the Parking Information in accordance with sub-clause (b) of this Special Condition; or the exercise or non-exercise by the Government, the C for T, the Director, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clauses (a)(iii) and (c) of this Special Condition.

Deposit of Car Park
Layout Plans

(24) (a) The Purchaser shall at his own expense deposit with the Director and submit to the C for T a plan or plans approved by the C for T indicating the layout of all the parking, loading and unloading spaces and lay-bys for the picking up and setting down of passengers to be provided within the lot in accordance with Special Conditions Nos. (16), (17) and (18) hereof (as may be respectively varied under Special Condition No. (19) hereof) and the spaces which are the subject of the Parking Information to be designated within the lot in accordance with Special Condition No. (23)(a)(i) hereof, or a copy of such plan or plans certified by an authorized person (as defined in the Buildings Ordinance) (hereinafter referred to as "the Car Park Layout Plans"). No amendment, variation, alteration, modification or substitution of the Car Park Layout Plans shall be made without the prior written approval of the C for T.

(b) The parking, loading and unloading spaces and lay-bys for the picking up and setting down of passengers indicated on the Car Park Layout Plans shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos. (16), (17) and (18) hereof. The Purchaser shall maintain all parking, loading and unloading spaces, lay-bys for the picking up and setting down of passengers and other areas, including but not limited to the lifts, landings and manoeuvring and circulation areas indicated on the Car Park Layout Plans in accordance with the Car Park Layout Plans.

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

(d) No transaction (except a building mortgage under Special Condition No. (11)(b)(i) and a lease or tenancy agreement or licence or an agreement therefor under Special Condition No. (11)(b)(iii) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to the deposit and submission of the Car Park Layout Plans in accordance with sub-clause (a) of this Special Condition.

(e) The Purchaser hereby—

(i) gives his consent to the Government, the C for T, the Director, their officers, contractors, agents, workmen and

any other persons authorized by any of them, at their sole and absolute discretion, to view, use, copy and modify the Car Park Layout Plans and to disclose and disseminate the Car Park Layout Plans by any means and in any manner (including but not limited to electronic means or through electronic platforms) to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the Government, the C for T or the Director shall at their sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise, whether in response to public or media enquiries or otherwise, or on the Government's, the C for T's or the Director's own accord; and

- (ii) accepts and acknowledges that the Government, the C for T, the Director, their officers, contractors, agents, workmen and any other persons authorized by any of them shall have the sole and absolute discretion and right to decide whether or not to view, use, copy, modify, disclose or disseminate the Car Park Layout Plans as provided under sub-clause (e)(i) of this Special Condition.

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

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

No liability

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

whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Indemnity by the Purchaser

(i) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under sub-clauses (a), (b), (c), (d) and (f) of this Special Condition; or any omission or mistake in the Car Park Layout Plans.

Provision of Babycare Room for Commercial Accommodation

(25) (a) Where a part or parts of any building or buildings is or are erected or to be erected on the lot or any part thereof with accommodation or accommodations used or to be used for the purposes permitted under Special Condition No. (5) hereof (excluding office, industrial and data centre purposes) (each such building and accommodation are hereinafter referred to as "Commercial Building" and "Commercial Accommodation" respectively), not less than one babycare room for the purpose of expressing breastmilk, feeding and changing nappies for infants and young children (hereinafter referred to as "the Babycare Room") shall be provided for each Commercial Building, to such design and at such location or locations in the Commercial Accommodation as the Director of Health shall approve in writing for use by the owners or occupiers of the Commercial Accommodation and their bona fide visitors or invitees free of charge at all reasonable times and in all respects to the satisfaction of the Director of Health, at the following rates (or any combination of them as the Director of Health shall approve) and with such minimum gross floor areas set out below—

- (i) one Babycare Room, with a gross floor area of not less than 5 square metres, shall be provided for each Commercial Building where the total gross floor area for the Commercial Accommodation (hereinafter referred to as "Commercial Gross Floor Area") of such building is less than 10,000 square metres;
- (ii) one Babycare Room, with a gross floor area of not less than 12 square metres, shall be provided for each Commercial Building where the total Commercial Gross Floor Area of such building is not less than 10,000 square metres but less than 40,000 square metres; and
- (iii) one or more Babycare Rooms, at the rate of not less than 12 square metres for every 20,000 square metres of the Commercial Gross Floor Area, shall be provided for each Commercial Building where the total Commercial Gross Floor Area of such building is not less than 40,000 square metres, provided that all Babycare Rooms shall be provided within the Commercial Accommodation of such building and each Babycare Room shall have a gross floor area of not less than 12 square metres.

For the purpose of calculating the Commercial Gross Floor Area in this sub-clause (a), there shall not be taken into account the gross floor area of the Babycare Room or Babycare Rooms provided in the Commercial Accommodation for each building.

Provision of
Lactation Room for
each block with
Office
Accommodation

(b) Subject to sub-clause (c) of this Special Condition, not less than one lactation room for the purpose of expressing breastmilk (hereinafter referred to as “the Lactation Room”), with a gross floor area of not less than 7.5 square metres, shall be provided for each block erected or to be erected on the lot or any part thereof with accommodation or accommodations used or to be used for office purpose (hereinafter referred to as “the Office Accommodation”), to such design and at such location or locations in the Office Accommodation as the Director of Health shall approve in writing for use by the owners or the occupiers of the Office Accommodation free of charge at all reasonable times and in all respects to the satisfaction of the Director of Health.

Provision of both
Babycare Room and
Lactation Room

(c) Where any building or buildings is or are erected or to be erected on the lot or any part thereof with accommodation or accommodations used or to be used partly as the Commercial Accommodation and partly as the Office Accommodation (each such building is hereinafter referred to as “Commercial and Office Building”), a Babycare Room or Babycare Rooms and a Lactation Room or Lactation Rooms shall be provided in compliance with both sub-clauses (a) and (b) of this Special Condition, except in the event that the total gross floor area of the Commercial Accommodation and the Office Accommodation in a Commercial and Office Building is less than 10,000 square metres, subject to the prior written approval of the Director (who in granting such approval may at his sole discretion impose such terms and conditions as he sees fit, including but not limited to the payment by the Purchaser of any premium and administrative fee as shall be determined by the Director), the provision of a Babycare Room or Babycare Rooms in compliance with sub-clause (a) of this Special Condition may be accepted without requiring the provision of any of the Lactation Rooms under sub-clause (b) of this Special Condition.

(d) For the purposes of sub-clauses (a), (c) and (e) of this Special Condition, for illustration purpose—

- (i) a building may comprise a block or blocks used or to be used for the purposes specified in Special Condition No. (5) hereof erected or to be erected above a podium or basement level or levels or both (as the case may be) which podium or basement level or levels or both is or are constructed or intended other than to be used solely or predominantly for the parking, loading or unloading of motor vehicles or occupation by machinery or equipment for any lift, air-conditioning or heating system or any similar service and any space for refuse disposal; and
- (ii) where a block or blocks used or to be used for the purposes specified in Special Condition No. (5) hereof is or are erected or to be erected above a podium or basement level or levels

or both (as the case may be) which podium or basement level or levels or both is or are constructed or intended to be used solely or predominantly for the parking, loading or unloading of motor vehicles or occupation by machinery or equipment for any lift, air-conditioning or heating system or any similar service and any space for refuse disposal, each such block may be treated as a separate building.

(e) The Purchaser shall at all times during the term hereby agreed to be granted—

- (i) manage, operate and maintain at his own expense the Babycare Room or Babycare Rooms and the Lactation Room or Lactation Rooms required to be provided under sub-clauses (a), (b) and (c) of this Special Condition in good and substantial repair and condition in all respects to the satisfaction of the Director of Health; and
- (ii) display and maintain within the lot or any building or buildings or any block or blocks erected or to be erected on the lot or any part thereof notices or signages for the purposes of indicating—
 - (I) the location or locations of the Babycare Room or Babycare Rooms and the Lactation Room or Lactation Rooms required to be provided under sub-clauses (a), (b) and (c) of this Special Condition; and
 - (II) such other information as may be required from time to time by the Director of Health,

in such number and at such location or locations and with such dimensions and design as may be approved by and in all respects to the satisfaction of the Director of Health.

(f) For the avoidance of doubt, the Babycare Room or Babycare Rooms and the Lactation Room or Lactation Rooms required to be provided under sub-clauses (a), (b) and (c) of this Special Condition shall be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (8)(c) hereof.

(g) For the purpose of this Special Condition, the decision of the Director of Health as to whether the Babycare Room or Babycare Rooms and the Lactation Room or Lactation Rooms have been provided in compliance with sub-clauses (a), (b) and (c) of this Special Condition or what constitute reasonable times shall be final and binding on the Purchaser.

Set back

(26) The Purchaser shall not cut away, remove or set back any Government land adjacent to or adjoining the lot or carry out any building-up, filling-in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the Director who may, at his sole discretion, give his consent subject to such terms and

conditions as he sees fit, including the grant of additional Government land as an extension to the lot at such premium as he may determine.

Cutting away

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

(b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (26) hereof.

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

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

(e) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or

incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under sub-clauses (a), (c) and (d) of this Special Condition; or the exercise or non-exercise by the Director of the rights conferred under sub-clause (d) of this Special Condition.

Spoil or debris

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

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

Damage to Services

(29) The Purchaser shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair works (hereinafter referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof (hereinafter collectively referred to as "the Services"). The Purchaser shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services; and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects; and shall not carry out any works whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Purchaser shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Purchaser shall at his own expense and in all respects to the satisfaction of the Director repair, make good and reinstate any damage, disturbance or obstruction caused to the lot or any part thereof or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Purchaser shall pay to the Government on demand the cost of such works). If the

Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works. The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any damage or nuisance caused by the Works; the fulfilment or non-fulfilment of any of the Purchaser's obligations under this Special Condition; or the exercise or non-exercise by the Director of the rights conferred under this Special Condition.

Construction of
drains and channels

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

Connecting drains
and sewers

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

Decontamination

(31) (a) Without prejudice to the generality of the provisions of General Condition No. 5 hereof, the Purchaser hereby expressly accepts and acknowledges that the lot may be contaminated with contaminants.

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

(c) The Purchaser shall carry out at the Purchaser's own expense and in all respects to the satisfaction of the Director of Environmental Protection (hereinafter referred to as "the D of EP") a soil and groundwater contamination assessment (hereinafter referred to as "Pre-development Contamination Assessment") in respect of the lot and any adjacent or adjoining Government land and shall within 6 calendar months from the date of this Agreement or such other period as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the D of EP, submit or cause to be submitted to the D of EP for his approval in writing a report on the Pre-development Contamination Assessment. The Purchaser shall at his own expense and in all respects to the satisfaction of the D of EP carry out and complete in such manner and within such time limit as the D of EP shall specify such decontamination or other works as shall be required by the D of EP (hereinafter referred to as "Pre-development Decontamination Works") in respect of the lot and any adjacent or adjoining Government land. No building works (other than the Demolition and Removal Works) shall be commenced on the lot or any part thereof until the Pre-development Contamination Assessment shall have been approved in writing by the D of EP and the Pre-development Decontamination Works, if required, shall have been completed under this sub-clause (c) in all respects to the satisfaction of the D of EP.

(d) The Purchaser shall, within 18 calendar months or such shorter period as specified by the Director before the expiry or sooner determination of the term hereby agreed to be granted, carry out at the Purchaser's own expense and in all respects to the satisfaction of the D of EP a soil and groundwater contamination assessment (hereinafter referred to as "Post-development Contamination Assessment") in respect of the lot and any adjacent or adjoining Government land and thereafter at the Purchaser's own expense and in all respects to the satisfaction of the D of EP submit or cause to be submitted to the D of EP for his approval in writing a report on the Post-development Contamination Assessment not later than 12 calendar months before the expiry or sooner determination of the term hereby agreed to be granted or such date as may be specified and notified in writing to the Purchaser by the Director. The Purchaser shall at his own expense and in all respects to the satisfaction of the D of EP carry out in such manner and within such time limit as the D of EP shall specify such decontamination or other works as shall be required by the D of EP (hereinafter referred to as "Post-

development Decontamination Works”) in respect of the lot and any adjacent or adjoining Government land.

(e) If the Purchaser shall in any respect neglect or fail to carry out the Preventive Works, Pre-development Contamination Assessment, Post-development Contamination Assessment, Pre-development Decontamination Works or Post-development Decontamination Works (hereinafter collectively referred to as “Preventive and Decontamination Works”) in accordance with sub-clauses (b), (c) and (d) of this Special Condition–

- (i) the D of CED may at his sole discretion execute and carry out any of the Preventive and Decontamination Works and the Purchaser shall on demand pay to the D of CED the cost thereof as shall be determined by the D of CED whose determination shall be final and binding on the Purchaser; or
- (ii) at the option of the D of CED, the Purchaser shall on demand pay to the D of CED in one lump sum an amount equal to the estimated cost of carrying out any of the Preventive and Decontamination Works which estimated cost shall be determined by the D of CED at his sole discretion. 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 D of CED or by any person entrusted with the Preventive and Decontamination Works, the Purchaser shall on demand pay the shortfall to the D of CED, such sum to be determined by the D of CED whose determination shall be final and binding on the Purchaser.

(f) For the purpose of carrying out the Preventive and Decontamination Works under sub-clause (e) of this Special Condition, the Purchaser shall at all reasonable times permit the Government, the D of CED, their officers, contractors, agents, workmen and any other persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or structure thereon. For the purpose of this Special Condition, the decision of the D of CED as to what constitute reasonable times shall be final and binding on the Purchaser.

No liability

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

Indemnity by the Purchaser

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

Automatic meter reading for fresh water supplies

(32) (a) The Purchaser shall on or before 31 December 2033 or such other date as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Water Authority (as defined in the Waterworks Ordinance, any regulation made thereunder and any amending legislation (hereinafter referred to as "the Waterworks Ordinance")) provide and install an outstation or outstations together with facilities and associated equipment as may be required by the Water Authority at its sole discretion on the lot or any part thereof or within any building erected or to be erected thereon for automatic meter reading for fresh water supplies (such outstation or outstations together with the facilities and associated equipment as aforesaid are hereinafter collectively referred to as "the AMR Outstations") in accordance with the AMR Outstation Proposals approved by the Water Authority under sub-clause (b) of this Special Condition and the Waterworks Ordinance.

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

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

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

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

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

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

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

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

- (i) inspecting, checking and supervising any works required to be carried out by the Purchaser under sub-clauses (a), (d) and (e) of this Special Condition;
- (ii) carrying out any works under sub-clause (f) of this Special Condition; and

- (iii) inspecting, checking, operating, maintaining, repairing, renewing, demolishing, removing, replacing and re-provisioning the Approved AMR Outstations or any of them after the Approved AMR Outstations or any of them shall have been delivered up to the Water Authority in accordance with sub-clause (g) of this Special Condition and any other works which the Water Authority may consider necessary.

No liability

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

Indemnity by the Purchaser

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

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

Supervisory and overhead charges

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

Prior approval or consent

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

Definition of gross floor area

(34) (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 erected or to be erected on the lot measured at each floor level (including any floor below the ground level of the lot), together with the area of each balcony in such building, 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 erected or to be erected on the lot (in addition to any floor space which may be excluded by Special Condition No. (22) hereof), subject to sub-clause (c) of this Special Condition, exclude–

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

(II) any structure or floor space, including but not limited to 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 (hereinafter collectively referred to as “Environmentally Friendly or Innovative Features”) and any other structure or floor space which in the opinion of the Building Authority is an Environmentally Friendly or Innovative Feature (as to which the opinion of the Building Authority shall be conclusive) and which, for that reason, has been excluded by the Building Authority from the calculation of gross floor area under the Buildings Ordinance; and

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

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

- (ii) accept, for the purpose of calculating the gross floor area, the outer face of the structural elements of any building erected or to be erected on the lot as the external wall where a curtain wall system forms the external face of any building erected or to be erected on the lot provided that the curtain wall system shall project no more than 250 millimetres from the outer face of the structural elements and the outer face of the structural elements may be accepted by the Building Authority as the external wall for the purpose of calculating the gross floor area and provided also that the Director shall have the sole discretion in deciding what comprises a structural element of any building erected or to be erected on the lot or any part thereof.

Cap on concession

- (c) (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. (8)(c) hereof shall not in the aggregate exceed 10% of the total gross floor area of the building erected or to be erected on the lot—
- (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) non-structural prefabricated external wall the thickness of which does not exceed 150 millimetres;
 - (IV) void over the main or common entrance of any building or part or parts of any building erected or to be erected on the lot; and
 - (V) projection which projects more than 750 millimetres from the external wall of any building erected or to be erected on the lot.
- (ii) In calculating the total gross floor area of the building erected or to be erected on the lot referred to in sub-clause (c)(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 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

(35) (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 any part thereof or in any building erected or to be erected on the lot.

Contracts (Rights of
Third Parties)
Ordinance

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

MEMORANDUM OF AGREEMENT

BETWEEN

of
(herein referred to as “the Purchaser”) of the one part and the Chief Executive on behalf of the Government of the Hong Kong Special Administrative Region of the other part, whereby it is agreed that the tender for Hung Shui Kiu Town Lot No. 19 (herein referred to as “the lot”), Hung Shui Kiu Town Lot No. 18, Hung Shui Kiu Town Lot No. 20 and Hung Shui Kiu Town Lot No. 21 (the aforesaid land (excluding the lot) are herein collectively referred to as “Other Lots”) having been accepted at the premium hereunder specified and the Purchaser as the purchaser of the lot and the Other Lots (or in the event that the Purchaser is not the purchaser of all of the Other Lots, the Purchaser as the purchaser of the lot and such Other Lots of which the Purchaser is the purchaser, jointly with the purchaser(s) of such Other Lots of which the Purchaser is not the purchaser) having paid the sum of HK\$50,000,000.00 as an initial deposit and the further deposit (if required) referred to in paragraph 13(a) of the Tender Notice annexed to the foregoing Conditions of Sale and in part payment of the premium (the receipt(s) of which are hereby acknowledged), hereby agrees to pay as the purchaser of the lot and the Other Lots (or in the event that the Purchaser is not the purchaser of all of the Other Lots, hereby agrees to pay as the purchaser of the lot and such Other Lots of which the Purchaser is the purchaser, jointly and severally with the purchaser(s) of such Other Lots of which the Purchaser is not the purchaser) the balance of the premium and to become the lessee of the lot upon and subject to the foregoing Conditions of Sale and on his part to perform and abide by the said Conditions.

Registry No.	Rent	Amount of premium at which the lot and the Other Lots are purchased
Hung Shui Kiu Town Lot No. 19	As specified in General Condition No. 4	HK\$

Dated 20 .

Witness to the signature of/execution by the Purchaser:

Signature of the Purchaser/Execution by the Purchaser in the case of a limited company:

Address

Witness to the signature of Chief Estate Surveyor/Land Supply:

For and on behalf of the Chief Executive of the Hong Kong Special Administrative Region:

Civil Servant,
Lands Department

Chief Estate Surveyor/Land Supply

MEMORANDUM OF AGREEMENT

BETWEEN

of
(herein referred to as “the Purchaser”) of the one part and the Chief Executive on behalf of the Government of the Hong Kong Special Administrative Region of the other part, whereby it is agreed that the tender for Hung Shui Kiu Town Lot No. 19 (herein referred to as “the lot”), Hung Shui Kiu Town Lot No. 18, Hung Shui Kiu Town Lot No. 20, Hung Shui Kiu Town Lot No. 21 and Hung Shui Kiu Town Lot No. 23 (the aforesaid land (excluding the lot) are herein collectively referred to as “Other Lots”) having been accepted at the premium hereunder specified and the Purchaser as the purchaser of the lot and the Other Lots (or in the event that the Purchaser is not the purchaser of all of the Other Lots, the Purchaser as the purchaser of the lot and such Other Lots of which the Purchaser is the purchaser, jointly with the purchaser(s) of such Other Lots of which the Purchaser is not the purchaser) having paid the sum of HK\$50,000,000.00 as an initial deposit and the further deposit (if required) referred to in paragraph 13(a) of the Tender Notice annexed to the foregoing Conditions of Sale and in part payment of the premium (the receipt(s) of which are hereby acknowledged), hereby agrees to pay as the purchaser of the lot and the Other Lots (or in the event that the Purchaser is not the purchaser of all of the Other Lots, hereby agrees to pay as the purchaser of the lot and such Other Lots of which the Purchaser is the purchaser, jointly and severally with the purchaser(s) of such Other Lots of which the Purchaser is not the purchaser) the balance of the premium and to become the lessee of the lot upon and subject to the foregoing Conditions of Sale and on his part to perform and abide by the said Conditions.

Registry No.	Rent	Amount of premium at which the lot and the Other Lots are purchased
Hung Shui Kiu Town Lot No. 19	As specified in General Condition No. 4	HK\$

Dated 20 .

Witness to the signature of/execution by the Purchaser:

Signature of the Purchaser/Execution by the Purchaser in the case of a limited company:

Address

Witness to the signature of Chief Estate Surveyor/Land Supply:

For and on behalf of the Chief Executive of the Hong Kong Special Administrative Region:

Civil Servant,
Lands Department

Chief Estate Surveyor/Land Supply

MEMORANDUM OF AGREEMENT

BETWEEN

of
(herein referred to as “the Purchaser”) of the one part and the Chief Executive on behalf of the Government of the Hong Kong Special Administrative Region of the other part, whereby it is agreed that the tender for Hung Shui Kiu Town Lot No. 19 (herein referred to as “the lot”), Hung Shui Kiu Town Lot No. 18, Hung Shui Kiu Town Lot No. 20, Hung Shui Kiu Town Lot No. 21 and Hung Shui Kiu Town Lot No. 24 (the aforesaid land (excluding the lot) are herein collectively referred to as “Other Lots”) having been accepted at the premium hereunder specified and the Purchaser as the purchaser of the lot and the Other Lots (or in the event that the Purchaser is not the purchaser of all of the Other Lots, the Purchaser as the purchaser of the lot and such Other Lots of which the Purchaser is the purchaser, jointly with the purchaser(s) of such Other Lots of which the Purchaser is not the purchaser) having paid the sum of HK\$50,000,000.00 as an initial deposit and the further deposit (if required) referred to in paragraph 13(a) of the Tender Notice annexed to the foregoing Conditions of Sale and in part payment of the premium (the receipt(s) of which are hereby acknowledged), hereby agrees to pay as the purchaser of the lot and the Other Lots (or in the event that the Purchaser is not the purchaser of all of the Other Lots, hereby agrees to pay as the purchaser of the lot and such Other Lots of which the Purchaser is the purchaser, jointly and severally with the purchaser(s) of such Other Lots of which the Purchaser is not the purchaser) the balance of the premium and to become the lessee of the lot upon and subject to the foregoing Conditions of Sale and on his part to perform and abide by the said Conditions.

Registry No.	Rent	Amount of premium at which the lot and the Other Lots are purchased
Hung Shui Kiu Town Lot No. 19	As specified in General Condition No. 4	HK\$

Dated 20 .

Witness to the signature of/execution by the Purchaser:

Signature of the Purchaser/Execution by the Purchaser in the case of a limited company:

Address

Witness to the signature of Chief Estate Surveyor/Land Supply:

For and on behalf of the Chief Executive of the Hong Kong Special Administrative Region:

Civil Servant,
Lands Department

Chief Estate Surveyor/Land Supply

MEMORANDUM OF AGREEMENT

BETWEEN

of
(herein referred to as “the Purchaser”) of the one part and the Chief Executive on behalf of the Government of the Hong Kong Special Administrative Region of the other part, whereby it is agreed that the tender for Hung Shui Kiu Town Lot No. 19 (herein referred to as “the lot”), Hung Shui Kiu Town Lot No. 18, Hung Shui Kiu Town Lot No. 20, Hung Shui Kiu Town Lot No. 21, Hung Shui Kiu Town Lot No. 23 and Hung Shui Kiu Town Lot No. 24 (the aforesaid land (excluding the lot) are herein collectively referred to as “Other Lots”) having been accepted at the premium hereunder specified and the Purchaser as the purchaser of the lot and the Other Lots (or in the event that the Purchaser is not the purchaser of all of the Other Lots, the Purchaser as the purchaser of the lot and such Other Lots of which the Purchaser is the purchaser, jointly with the purchaser(s) of such Other Lots of which the Purchaser is not the purchaser) having paid the sum of HK\$50,000,000.00 as an initial deposit and the further deposit (if required) referred to in paragraph 13(a) of the Tender Notice annexed to the foregoing Conditions of Sale and in part payment of the premium (the receipt(s) of which are hereby acknowledged), hereby agrees to pay as the purchaser of the lot and the Other Lots (or in the event that the Purchaser is not the purchaser of all of the Other Lots, hereby agrees to pay as the purchaser of the lot and such Other Lots of which the Purchaser is the purchaser, jointly and severally with the purchaser(s) of such Other Lots of which the Purchaser is not the purchaser) the balance of the premium and to become the lessee of the lot upon and subject to the foregoing Conditions of Sale and on his part to perform and abide by the said Conditions.

Registry No.	Rent	Amount of premium at which the lot and the Other Lots are purchased
Hung Shui Kiu Town Lot No. 19	As specified in General Condition No. 4	HK\$

Dated 20 .

Witness to the signature of/execution by the Purchaser:

Signature of the Purchaser/Execution by the Purchaser in the case of a limited company:

Address

Witness to the signature of Chief Estate Surveyor/Land Supply:

For and on behalf of the Chief Executive of the Hong Kong Special Administrative Region:

Civil Servant,
Lands Department

Chief Estate Surveyor/Land Supply

LOT NUMBER
LOT 19 : LOT 19
HSKT 19
SECTION 19

Point	Hong Kong 1980 Grid Coordinates	
	N (m)	E (m)
A	833225.175	816632.045
B	833283.891	816807.456
C	833274.041	816811.366
D	833239.786	816815.275
E	833219.190	816816.391
F	833204.595	816815.399
G	833191.995	816812.581
H	833175.325	816806.617
ARC CENTRE		
D-E	833220.115	816642.894
E-F	833217.351	816735.609
F-G	833213.100	816747.799
G-H	833238.802	816655.460

I, FAN Ko-kwan, **Land Surveyor/ Yuen Long*
*/ *an Authorized Land Surveyor registered under the Land Survey Ordinance (Cap. 473)*, hereby certify that this land boundary plan has been prepared from land boundary surveys that were carried out by me or under my direct supervision in conformity with the **Land Boundary Survey Regulations / *Code of Practice approved by the Land Survey Authority under the above Ordinance*, and that this plan correctly represents that survey completed on the 20th day of August, 2025.

Dated this 19th day of December, 2025.

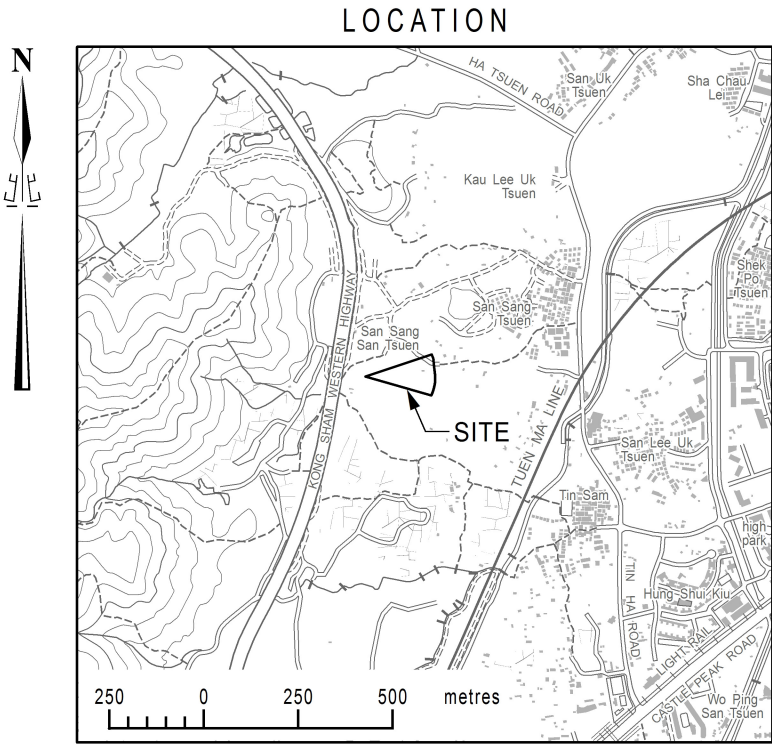
Signed

**Land Surveyor/Yuen Long*
**Authorized Land Surveyor*

Remarks:

- (1) * - Delete as appropriate.
(2) The practice requirements laid down in the Land Boundary Survey Regulations of the Lands Department are the same as those in the Code of Practice approved by the Land Survey Authority under the Land Survey Ordinance.

	SP			
Field Book	-----			
Comp.Folder	YL19741			
Svy.Officer	Y.M.TANG			
Tech.Officer	W.Y.CHUNG			
Date	19/12/2025			
Plan No.	YL19741-SP			



SIDE	DISTANCE IN METRES	BEARING ° ' "	Pt.	CORNER MARKED BY
A B	184.977	71 29 34		
B C	10.598	158 20 49		
C D	34.477	173 29 24		
Chord D E	20.626	176 53 52		
Chord E F	14.628	183 53 23		
Chord F G	12.911	192 36 28		
Chord G H	17.705	199 41 03		
H A	181.550	285 56 13		

CURVE DATA		
Arc DE = 20.638m	Radius = 173.500m	Δ = 6° 48' 56"
Arc EF = 14.648m	Radius = 80.803m	Δ = 10° 23' 12"
Arc FG = 12.931m	Radius = 68.133m	Δ = 10° 52' 26"
Arc GH = 17.714m	Radius = 163.945m	Δ = 6° 11' 26"

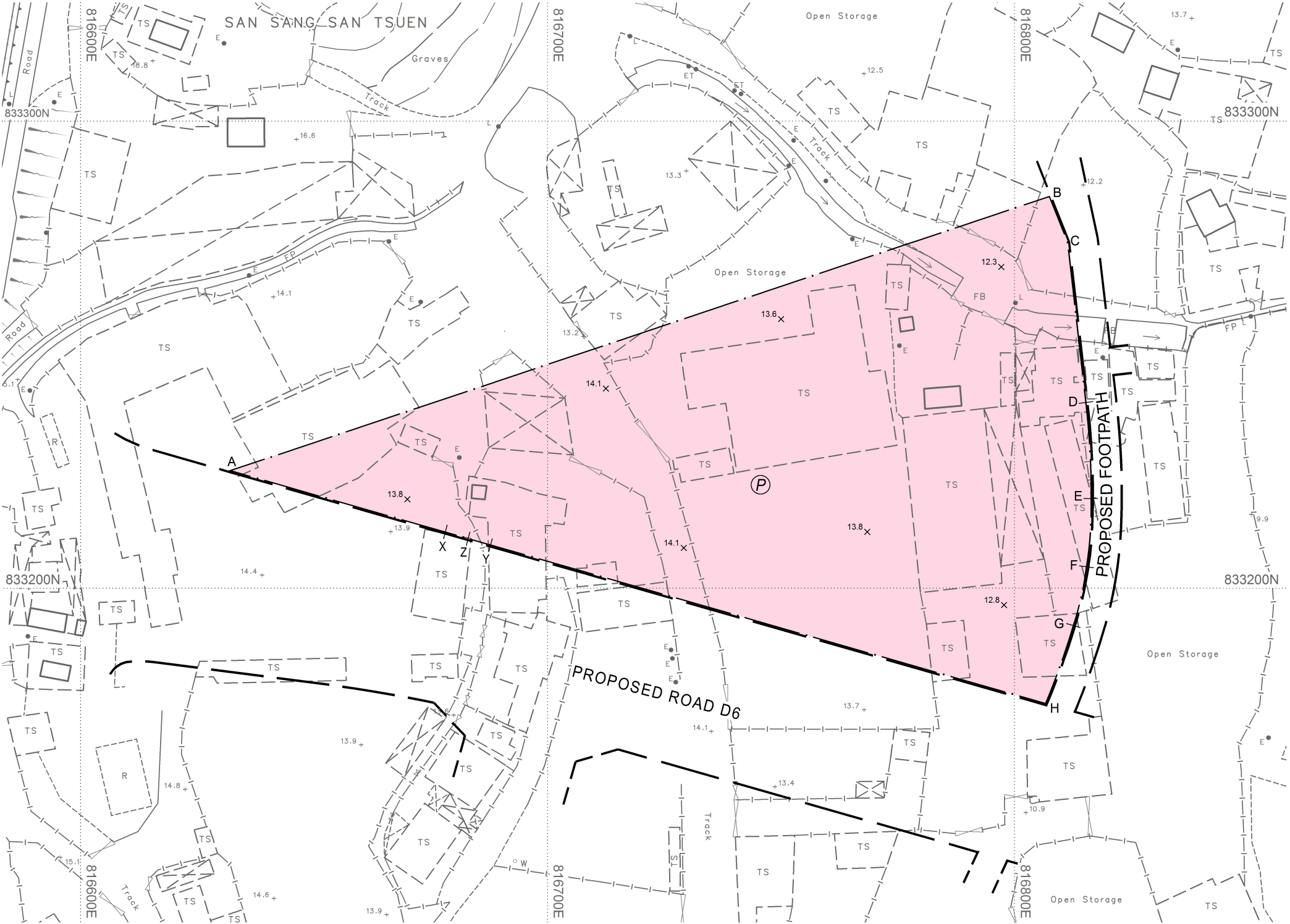
× 13.8 SPOT LEVEL IN METRES AS AT 28/05/2025

SPECIAL CONDITION REFERS

POINTS X, Y, Z

LEGEND

— PROPOSED ROAD



COLOURED PINK AREA 10 190 SQUARE METRES (ABOUT)

District Survey Office, Yuen Long
Lands Department
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HUNG SHUI KIU TOWN LOT No. 19

File No. LAO/LSS-DLOs-002-YL-001-HSK-19-002-001,
SMO/Regional-007-001-DSO/YL-2025-W0111
Survey Sheet No. 6-NW-12A
O.Z.P. No. S/HSK/2
PLAN No. YL19741-SP

Date : 19/12/2025

LAND SUPPLY SECTION
LANDS DEPARTMENT



Signature of the Purchaser /
Execution by the Purchaser
in the case of a limited company

Witness to the signature of /
execution by the Purchaser

For and on behalf of the
Chief Executive of the Hong Kong
Special Administrative Region

Chief Estate Surveyor / Land Supply

Witness to the signature of
Chief Estate Surveyor / Land Supply
Civil Servant,
Lands Department

Dated this ____ day of _____ 20__

Dated20.....

AGREEMENT

AND

CONDITIONS OF SALE

OF

Hung Shui Kiu Town Lot No. 19

Purchaser :

Rent : As specified in General
Condition No. 4

Term : 50 years from the date of the
Memorandum of Agreement

Lands Department