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. 20	Area 34B (East), Hung Shui Kiu / Ha Tsuen New Development Area, Yuen Long, New Territories	As delineated and shown coloured pink, pink stippled black and pink hatched black on the plan marked "PLAN I" annexed hereto	5,054 (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 plans marked "PLAN I" and "PLAN II" respectively 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 and the sale plans marked "PLAN I" and "PLAN II" respectively 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 and the areas shown coloured yellow and yellow stippled black on the plan marked "PLAN II" annexed hereto (hereinafter respectively referred to as "the Yellow Area" and "the Yellow Stippled Black Area") (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 Yellow Area and the Yellow Stippled Black Area (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, the Yellow Area and the Yellow Stippled Black Area 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 L17" (hereinafter referred to as "the Proposed Road L17") and "PROPOSED ROAD D6" on the plan marked "PLAN I" annexed hereto and "PROPOSED ROAD P1", "PROPOSED ROAD L30" and "PROPOSED FOOTPATH" on the plan marked "PLAN II" annexed hereto, and the utility services serving the lot, the Yellow Area and the Yellow Stippled Black Area (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.

Formation and construction of the Yellow Area and the Yellow Stippled Black Area

(4) (a) (i) The Purchaser shall on or before 31 December 2028, at his own expense and in all respects to the satisfaction of the Director of Civil Engineering and Development (hereinafter referred to as "the D of CED"), form and construct the Yellow Area and the Yellow Stippled Black Area in accordance with the Technical Schedule marked "Technical Schedule for the Yellow and Yellow Stippled Black Area" annexed hereto (hereinafter referred to as "the Technical Schedule") and the plans approved under sub-clause (c) of this Special Condition in a good workmanlike manner.

(ii) For the purpose of this Special Condition, the decision of the D of CED as to whether and when the Yellow Area and the Yellow Stippled Black Area have been formed and constructed in compliance with sub-clause (a)(i) of this Special Condition shall be final and binding on the Purchaser.

Amendment of the Technical Schedule

(b) (i) The D of CED shall have the right to amend, vary, alter, modify or substitute the Technical Schedule as he shall at his sole and absolute discretion deem fit.

(ii) No amendment, variation, alteration, modification or substitution of the Technical Schedule shall be made by the Purchaser except with the prior written approval of the D of CED and if such approval is given, it shall be upon such terms and conditions as determined by the D of CED at his sole and absolute discretion.

(iii) Any amendment, variation, alteration, modification or substitution by the D of CED under sub-clause (b)(i) of this Special Condition or by the Purchaser as approved by the D of CED under sub-clause (b)(ii) of this Special Condition shall be deemed to be incorporated into the Technical Schedule and form part thereof.

(iv) If in the opinion of the D of CED (whose opinion shall be final and binding on the Purchaser) there exists any conflict between the provisions of the Technical Schedule and these Conditions, these Conditions shall prevail.

Submission of plans for formation and construction of the Yellow Area and the Yellow Stippled Black Area

(c) (i) The Purchaser shall at his own expense submit or cause to be submitted to the D of CED for his written approval respective plans for formation and construction of the Yellow Area and the Yellow Stippled Black Area, which shall include details and information fulfilling the relevant technical specifications and design requirements as to the levels, design, servicing and treatment of the Yellow Area and the Yellow Stippled Black Area and such other details and

information as the D of CED may at his sole and absolute discretion require. The respective submission in respect of the Yellow Area and the Yellow Stippled Black Area as approved by the D of CED is hereinafter referred to as "the Approved Yellow Area Plans" and "the Approved Yellow Stippled Black Area Plans".

(ii) No amendment, variation, alteration, modification or substitution of the Approved Yellow Area Plans and the Approved Yellow Stippled Black Area Plans shall be made by the Purchaser except with the prior written approval of the D of CED and if such approval is given, it shall be upon such terms and conditions as determined by the D of CED at his sole and absolute discretion.

(iii) Any amendment, variation, alteration, modification or substitution by the Purchaser as approved by the D of CED under sub-clause (c)(ii) of this Special Condition shall be deemed to be incorporated into the Approved Yellow Area Plans or the Approved Yellow Stippled Black Area Plans (as the case may be) and form part thereof.

(iv) Subject to Special Condition No. (42) hereof, no site formation works shall be commenced on or within the Yellow Area or the Yellow Stippled Black Area until the relevant plans for the Yellow Area or the Yellow Stippled Black Area (as the case may be) referred to in sub-clause (c)(i) of this Special Condition shall have been approved by the D of CED. For the purposes of these Conditions, "site formation works" shall be as defined in the Buildings Ordinance.

Maintenance of the Yellow Area and the Yellow Stippled Black Area

(d) The Purchaser shall, upon completion of the works referred to in sub-clause (a)(i) of this Special Condition, and while he is in possession of the Yellow Area, the Yellow Stippled Black Area or any part of any of them, at his own expense and in all respects to the satisfaction of the D of CED, uphold, repair and maintain the Yellow Area and the Yellow Stippled Black Area and everything forming a portion of or pertaining to any of them in good and substantial repair and condition, except any part of the Yellow Area and the Yellow Stippled Black Area which has been re-delivered up to the Government in accordance with sub-clause (g)(iii) of this Special Condition, until such time as possession of the whole of the Yellow Area or the Yellow Stippled Black Area (as the case may be) has been re-delivered up to the Government in accordance with sub-clause (g)(iii) of this Special Condition.

Monitoring of works

(e) (i) The D of CED shall have the right at his sole and absolute discretion to nominate any public officers (hereinafter referred to as "the Officers") who shall oversee and monitor the design, formation, construction, completion, upholding, repair and maintenance of the Yellow Area and the Yellow Stippled Black Area (hereinafter respectively referred to as "the Yellow Area Works" and "the Yellow Stippled Black Area Works") in order to ensure that the Yellow Area Works

and the Yellow Stippled Black Area Works are carried out in accordance with these Conditions.

(ii) The Purchaser shall notify the Officers of any condition, restriction, requirement and information affecting or relating to the formation and construction of the Yellow Area, the Yellow Stippled Black Area or any part of any of them, the Yellow Area Works or the Yellow Stippled Black Area Works forthwith upon the same becoming known to the Purchaser, his servants, agents, contractors and workmen and shall make available all drawings, site records, notices, letters, certificates, approvals and information and render all necessary assistance and co-operation to the Officers when required by the Officers.

Non-fulfilment

(f) In the event of non-fulfilment of any of the Purchaser's obligations under sub-clauses (a)(i) and (d) of this Special Condition, without prejudice to sub-clauses (k) and (l) of this Special Condition, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equals to the cost of such works, such sum to be determined by the D of CED whose determination shall be final and binding on the Purchaser.

Possession of the Yellow Area and the Yellow Stippled Black Area

(g) (i) For the purpose only of carrying out the Demolition and Removal Works, the Preventive Works (as referred to in Special Condition No. (42)(b) hereof), the Contamination Assessment and the Decontamination Works (both as referred to in Special Condition No. (42)(c) hereof) within the Yellow Area and the Yellow Stippled Black Area and the works specified in sub-clauses (a)(i) and (d) of this Special Condition, the Purchaser shall on the date of this Agreement be granted possession of the Yellow Area and the Yellow Stippled Black Area.

(ii) The Purchaser shall accept the Yellow Area and the Yellow Stippled Black Area in such state and condition and with such buildings, utilities, installations, structures and foundations as existing on the date of this Agreement and hereby agrees not to make any claim whatsoever against the Government in respect thereof.

(iii) The Yellow Area and the Yellow Stippled Black Area or any part of any of them as the Director may at his sole discretion specify or require shall be re-delivered up to the Government on demand and in any event shall be deemed to have been re-delivered up to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.

Supply of documents, etc.

(h) (i) The Purchaser shall, at his own expense and as soon as practicable but in any event no later than 56 calendar days from the date or respective dates of re-delivery of possession

by the Purchaser of the Yellow Area and the Yellow Stippled Black Area or any part of any of them, provide to the D of CED all documents, drawings and materials relating thereto in accordance with the requirements of the Technical Schedule.

(ii) For the purpose of sub-clause (h)(i) of this Special Condition, the Purchaser shall procure or cause to be procured the consent of the intellectual property right owners of all documents, drawings and materials in relation to the Yellow Area and the Yellow Stippled Black Area or any part of any of them to the use, copying, printing and modification of them and the disclosure and dissemination of them to any government department or third party by the Government, the D of CED, the Director, their officers, contractors, agents, workmen and any other persons authorized by any of them.

(iii) The Purchaser hereby accepts and acknowledges that the obligation under sub-clause (h)(ii) 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.

Restriction on use of the Yellow Area and the Yellow Stippled Black Area

(i) The Purchaser shall not without the prior written consent of the Director use the Yellow Area and the Yellow Stippled Black Area or any part of any of them for the purpose of storage or parking of vehicles or for the erection of any temporary structure or for any purposes other than for the carrying out of the Demolition and Removal Works, the Preventive Works (as referred to in Special Condition No. (42)(b) hereof), the Contamination Assessment and the Decontamination Works (both as referred to in Special Condition No. (42)(c) hereof) and the works specified in sub-clauses (a)(i) and (d) of this Special Condition. For the purposes of these Conditions, "vehicle" shall be as defined in the Road Traffic Ordinance, any regulation made thereunder and any amending legislation (hereinafter referred to as "the Road Traffic Ordinance").

Access to the Yellow Area and the Yellow Stippled Black Area

(j) The Purchaser shall at all reasonable times while he is in possession of the Yellow Area and the Yellow Stippled Black Area or any part of any of them–

(i) 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 Yellow Area and the Yellow Stippled Black Area or any part of any of them for the purposes of inspecting, checking, overseeing, monitoring and supervising any works to be carried out in compliance with sub-clauses (a)(i) and (d) of this Special Condition and for carrying out, inspecting, checking and supervising the works under sub-clause (f) of this Special Condition and any other works

which the D of CED may consider necessary in the Yellow Area and the Yellow Stippled Black Area or any part of any of them, and for the purpose of this sub-clause (j)(i), the decision of the D of CED as to what constitute reasonable times shall be final and binding on the Purchaser. For the purposes of these Conditions, "motor vehicle" shall be as defined in the Road Traffic Ordinance;

(ii) permit the Government, the D of CED, their officers, contractors, agents, workmen and any other persons authorized by any of them and the relevant public utility companies authorized by the Government, 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 Yellow Area and the Yellow Stippled Black Area or any part of any of them as the Government, the D of CED or the relevant public utility companies authorized by the Government may require for the purposes of any works to be carried out in, upon or under the Yellow Area and the Yellow Stippled Black Area or any part of any of them or any adjoining or neighbouring land including but not limited to inspecting, checking, maintaining, repairing, replacing, reinstating, diverting, decommissioning, demolishing and removing any pipes, wires, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services serving or intended to serve the Yellow Area, the Yellow Stippled Black Area or any adjoining or neighbouring land, and the Purchaser shall co-operate fully with the Government, the D of CED and the relevant public utility companies authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Yellow Area, the Yellow Stippled Black Area or any adjoining or neighbouring land, and for the purpose of this sub-clause (j)(ii), the decision of the D of CED as to what constitute reasonable times shall be final and binding on the Purchaser; and

(iii) permit the officers of the Water Authority and any other persons authorized by 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 Yellow Area and the Yellow Stippled Black Area or any part of any of them as the officers of the Water Authority or such authorized persons may require for the purposes of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any waterworks installations within the Yellow Area, the Yellow Stippled Black Area or any adjoining or neighbouring land. For the purposes of these Conditions, "Water Authority" shall be as defined in the Waterworks Ordinance, any regulation made thereunder and any amending legislation

(hereinafter referred to as "the Waterworks Ordinance"), and for the purpose of this sub-clause (j)(iii), the decision of the Water Authority as to what constitute reasonable times shall be final and binding on the Purchaser.

Liquidated damages

(k) (i) In addition to any other payment which may be demanded by the Government and without prejudice to the rights of the Government under these Conditions or otherwise, the Purchaser shall pay to the Government on demand as hereby agreed by way of liquidated damages and not as a penalty–

(I) if the Purchaser shall fail to complete the works within the Yellow Area referred to in sub-clause (a)(i) of this Special Condition in all respects to the satisfaction of the D of CED by the date specified in the said sub-clause (a)(i), a sum calculated at the rate of HK$8,141.00 per calendar day from the date immediately following the date specified in the said sub-clause (a)(i) up to and including the date on which the works referred to in the said sub-clause (a)(i) have been completed in all respects to the satisfaction of the D of CED as provided in sub-clause (a) of this Special Condition; and

(II) if the Purchaser shall fail to complete the works within the Yellow Stippled Black Area referred to in sub-clause (a)(i) of this Special Condition in all respects to the satisfaction of the D of CED by the date specified in the said sub-clause (a)(i), a sum calculated at the rate of HK$6,380.00 per calendar day from the date immediately following the date specified in the said sub-clause (a)(i) up to and including the date on which the works referred to in the said sub-clause (a)(i) have been completed in all respects to the satisfaction of the D of CED as provided in sub-clause (a) of this Special Condition.

(ii) For the avoidance of doubt, it is hereby agreed and declared that the acceptance of payment of any of the said sum of liquidated damages referred to in sub-clause (k)(i) of this Special Condition shall not discharge the Purchaser from any of his obligations remaining to be observed and performed.

Defects Liability Period

(l) (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 any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) on the Yellow

Area and the Yellow Stippled Black Area and everything forming a portion of or pertaining to any of them–

(I) which may exist on the date or respective dates of re-delivery of possession by the Purchaser of the Yellow Area and the Yellow Stippled Black Area or any part of any of them; and

(II) which shall occur or become apparent within a period of 365 calendar days after the date or respective dates of re-delivery of possession by the Purchaser of the Yellow Area and the Yellow Stippled Black Area or any part of any of them (hereinafter referred to as "the Defects Liability Period").

(ii) Whenever required by the D of CED, the Purchaser shall at his own expense and within such time and to such standard and in such manner as may be specified by the D of CED, carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) on the Yellow Area or the Yellow Stippled Black Area and everything forming a portion of or pertaining to any of them which shall occur or become apparent within the Defects Liability Period. In addition to the foregoing, the Purchaser shall at his own expense and within such time and to such standard and in such manner as may be specified by the D of CED, make good and rectify any defects, wants of repair, imperfections, breakdown, faults and any other outstanding works (whether in respect of workmanship, material, design or otherwise) on the Yellow Area and the Yellow Stippled Black Area and everything forming a portion of or pertaining to any of them which may exist on the date or respective dates of re-delivery of possession by the Purchaser of the Yellow Area and the Yellow Stippled Black Area or any part of any of them.

(iii) The D of CED will, shortly before the expiry of the Defects Liability Period, cause an inspection to be carried out in respect of the Yellow Area and the Yellow Stippled Black Area and everything forming a portion of or pertaining to any of them for the purpose of identifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) which may be evident. The D of CED reserves the right to serve upon the Purchaser within 30 calendar days after the expiry of the Defects Liability Period, a Schedule or Schedules of Defects specifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of

workmanship, material, design or otherwise) which may be evident on the Yellow Area and the Yellow Stippled Black Area and everything forming a portion of or pertaining to any of them and the Purchaser shall at his own expense cause all necessary works and measures to be carried out so as to remedy and rectify the same within such time and to such standard and in such manner as may be specified by the D of CED.

(iv) If the Purchaser shall fail to carry out any of the works referred to in sub-clauses (l)(ii) and (l)(iii) of this Special Condition, then any such works may be carried out by the Government and all costs and charges incurred in connection therewith by the Government as certified by the D of CED (whose certification shall be final and binding on the Purchaser) together with a sum equivalent to 20% of the costs and charges involved as an administrative fee shall on demand be paid by the Purchaser.

Guarantee

(m) The Purchaser shall procure from its parent or other associated company as shall be determined by the Director at his absolute discretion a written guarantee whereby such company unconditionally and irrevocably–

(i) guarantees the performance of obligations of the Purchaser under this Special Condition; and

(ii) undertakes to indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever caused to or suffered by the Government arising whether directly or indirectly out of, in connection with or incidental to any breach, non-compliance, non-observance or non-performance by the Purchaser of any of his obligations under this Special Condition.

The guarantee shall be subject to the laws of Hong Kong in a form to be approved by the Director and shall be delivered to him within 90 calendar days from the date of this Agreement. If the Purchaser has a parent or associated company incorporated outside of Hong Kong and if required by the Director, the Purchaser shall procure and furnish to the Director a performance bond or guarantee in a form acceptable in all respects to the satisfaction of the Director to be given by a bank licensed under section 16 of the Banking Ordinance, any regulation made thereunder and any amending legislation (hereinafter referred to as "the Banking Ordinance"). Such bond or guarantee shall be for a sum of HK$1,763,699.00 for the Yellow Area and a sum of HK$1,382,102.00 for the Yellow Stippled Black Area and shall be for the purpose of securing payment to the Government of any sum which shall have been demanded under sub-clause (l)(iv) of this Special Condition and has not been paid by the Purchaser to the Government.

No liability

(n) 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), (c), (d), (h), (i), (j), (k) and (l) of this Special Condition; or the exercise or non-exercise by the Government, the D of CED, the Director, their officers, contractors, agents, workmen, the officers of the Water Authority, the relevant public utility companies authorized by the Government or any other persons authorized by any of them of the discretion and rights conferred 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

(o) 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), (d), (h), (i), (j), (k) and (l) of this Special Condition; or the exercise or non-exercise by the Government, the D of CED, the Director, their officers, contractors, agents, workmen, the officers of the Water Authority, the relevant public utility companies authorized by the Government or any other persons authorized by any of them of the discretion and rights conferred under this Special Condition.

(p) (i) Notwithstanding Special Condition No. (2) hereof, sub-clauses (a) to (o) of this Special Condition and Special Conditions Nos. (39), (40) and (42) hereof, the obligations and rights of the Purchaser in respect of the Yellow Area or the Yellow Stippled Black Area (as the case may be) under Special Condition No. (2) hereof, sub-clauses (a) to (o) of this Special Condition and Special Conditions Nos. (39), (40) and (42) hereof shall absolutely determine upon the Government giving to the Purchaser a written notice to that effect.

(ii) 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 determination under sub-clause (p)(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.

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

Building covenant

(5) 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

(6) (a) Subject to sub-clauses (b), (d) and (e) of this Special Condition, the lot or any part thereof or any building erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes.

(b) Subject to sub-clauses (d) and (e) of this Special Condition, any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than the following–

(i) in respect of the lowest two floors (excluding any basement level (if erected)), for non-industrial (excluding godown, hotel and petrol filling station) purposes;

(ii) in respect of the remaining floors above the lowest two floors as referred to in sub-clause (b)(i) of this Special Condition, for private residential purpose; and

(iii) in respect of any basement level (if erected), for non-industrial (excluding residential, godown, hotel and petrol filling station) purposes.

For the avoidance of doubt, this sub-clause (b) shall not apply to the free-standing purpose-designed building or buildings referred to in sub-clause (d) of this Special Condition or the Terraced Podium Area as referred to in sub-clause (e) of this Special Condition.

(c) Any floor to be used solely or predominately for accommodating the parking, loading and unloading spaces to be provided in accordance with Special Conditions Nos. (24), (25) and (26) hereof (as may be respectively varied under Special Condition No. (27) hereof) or plant room or both shall not be counted as one of the floors referred to in sub-clause (b) of this Special Condition. The determination by the Director as to whether a floor is used solely or predominately for the purposes as referred to in this sub-clause (c) shall be final and binding on the Purchaser.

Free-standing purpose-designed building

(d) Any free-standing purpose-designed building or buildings erected or to be erected on the lot shall not be used for any purpose other than for non-industrial (excluding residential, godown, hotel and petrol filling station) purposes. For the purpose of this sub-clause (d), the Director of Planning has the absolute discretion to determine what constitutes a free-standing purpose-designed building or buildings whose determination shall be final and binding on the Purchaser.

Terraced Podium Area

(e) The area shown coloured pink stippled black on the plan marked "PLAN I" annexed hereto (hereinafter referred to as "the Terraced Podium Area") or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding residential, godown, hotel and petrol filling station)

purposes except with the prior written approval of the Director of Planning (who may give such approval on such terms and conditions as he sees fit or refuse it at his sole and absolute discretion), and such use other than for non-industrial (excluding residential, godown, hotel and petrol filling station) purposes if approved by the Director of Planning 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).

(f) For the purpose of this Special Condition, the decision of the Director as to what constitutes a floor or a basement level shall be final and binding on the Purchaser.

Preservation of trees

(7) 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

(8) 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

(9) 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 19,711 square metres and shall not exceed 32,851 square metres provided that–

(i) the total gross floor area of any building or buildings or part of any building or buildings erected or to be erected on the lot for private residential purpose shall not be less than 18,195 square metres and shall not exceed 30,324 square metres; and

(ii) the total gross floor area of any building or buildings or part of any building or buildings erected or to be erected on the lot for non-industrial (excluding private residential, godown,

hotel and petrol filling station) purposes shall not exceed 2,527 square metres;

Minimum size of residential units

(d) (i) the saleable area of each residential unit erected or to be erected on the lot shall not be less than 26 square metres;

(ii) for the purpose of this sub-clause (d)–

(I) the expression "saleable area" means the floor area of a residential unit (including the floor area of any balcony, utility platform and verandah but excluding the area of any cockloft, bay window, parking space, yard, terrace, garden, flat roof, stairhood, roof and air-conditioning plant room);

(II) subject to sub-clause (d)(ii)(IV) of this Special Condition, the floor area of a residential unit shall be measured from the exterior of the enclosing walls of the residential unit and shall include the area of the internal partitions and columns within such unit but shall exclude any of the Common Areas referred to in Special Condition No. (21)(a)(v) hereof;

(III) subject to sub-clauses (d)(ii)(IV) and (d)(ii)(V) of this Special Condition, the floor area of a balcony, utility platform or verandah shall be measured from the exterior of the enclosing walls of the balcony, utility platform or verandah and shall include the area of the internal partitions and columns within such balcony, utility platform or verandah but shall exclude–

(A) any of the Common Areas referred to in Special Condition No. (21)(a)(v) hereof; and

(B) the area covered by any enclosing wall that abuts onto the residential unit;

(IV) if any enclosing wall separates a residential unit, balcony, utility platform or verandah from an adjoining residential unit, balcony, utility platform or verandah, the measurement is to be taken from the middle of the wall;

(V) if a balcony, utility platform or verandah is enclosed otherwise than by a solid wall, the floor area of such balcony, utility platform or verandah shall be measured from the external boundary of the balcony, utility platform or verandah; and

(VI) the decision of the Director as to the calculation of the saleable area of a residential unit (including but not limited to what constitutes a cockloft, bay window,

parking space, yard, terrace, garden, flat roof, stairhood, roof or air-conditioning plant room, how they are measured and what area is included or excluded from their measurement) shall be final and binding on the Purchaser; and

(iii) for the purposes of these Conditions (other than Special Conditions Nos. (24), (25) and (26) hereof), the decision of the Director as to what constitutes a residential unit shall be final and binding on the Purchaser;

Height (Terraced Podium Area)

(e) no part of any building or other structure erected or to be erected on the Terraced Podium Area together with any addition or fitting (if any) to such building or structure shall in the aggregate exceed a height of 5 metres above the level of the ground of the Terraced Podium Area except with the prior written approval of the Director of Planning (who may give such approval on such terms and conditions as he sees fit or refuse it at his sole and absolute discretion), and such part exceeding the above height limit if approved by the Director of Planning 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), provided that machine rooms, air-conditioning units, water tanks, stairhoods, similar roof-top structures, landscape structures and facilities associated with the said landscape structures may be erected or placed on the roof of the building so as to exceed the above height limit on condition that the design, size and disposition of the said roof-top structures, landscape structures and facilities associated with the said landscape structures are in all respects to the satisfaction of the Director of Planning. For the purpose of this sub-clause (e), the decision of the Director of Planning as to what constitutes the level of the ground of the Terraced Podium Area or what constitute the roof-top structures, landscape structures and facilities associated with the said landscape structures shall be final and binding on the Purchaser;

Building setback

(f) (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 (f)(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

(g) (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 (g)(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 (g)(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

(h) (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 be designated as and form part of the Common Areas referred to in Special Condition No. (21)(a)(v) hereof, and 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

(10) 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.

Provision of sales office and show flats

(11) Notwithstanding the user restrictions and the maximum gross floor areas permitted under Special Conditions Nos. (6) and (9)(c) hereof respectively, the Purchaser may use part or parts of the building erected or to be erected on the lot in accordance with these Conditions and erect on part or parts of the lot separate temporary structures for the purposes of a sales office and show flats and related marketing activities to facilitate the sale of the building or any part thereof erected or to be erected on the lot in accordance with these Conditions, provided that the scale and period of operation of such

sales office and show flats and related marketing activities shall be subject to the prior written approval of the Director.

Recreational facilities

(12) (a) The Purchaser may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter collectively referred to as "the Facilities") as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.

(b) For the purpose of calculating the total gross floor areas stipulated in Special Condition No. (9)(c) hereof, subject to Special Condition No. (45)(d) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which is for the common use and benefit of the residents of the residential block erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, is not for such use shall be taken into account for such calculation. For the purposes of these Conditions (other than Special Conditions Nos. (24) and (25) hereof), the decision of the Director as to what constitutes a residential block shall be final and binding on the Purchaser.

(c) In the event that any part of the Facilities is exempted from the calculation of the total gross floor areas pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as "the Exempted Facilities")–

(i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (21)(a)(v) hereof;

(ii) the Purchaser shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and

(iii) the Exempted Facilities shall only be used by the residents of the residential block erected or to be erected on the lot and their bona fide visitors and by no other person.

Office accommodation for watchmen and caretakers

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

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

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

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

(b) (i) For the purpose of calculating the total gross floor areas stipulated in Special Condition No. (9)(c) hereof, subject to Special Condition No. (45)(d) hereof, there shall not be taken into account the office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition not exceeding the lesser of (I) or (II) below–

(I) 0.2% of the total gross floor area of the building or any part or parts of the building or buildings erected or to be erected on the lot for private residential purpose; or

(II) 5 square metres for every 50 residential units or part thereof erected or to be erected on the lot, or 5 square metres for every residential block erected or to be erected on the lot, whichever calculation provides the greater floor area of such accommodation.

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

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

(c) The office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (21)(a)(v) hereof.

Quarters for watchmen and caretakers

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

(i) such quarters shall be located in one of the residential blocks erected on the lot or in such other location as may be approved in writing by the Director; and

(ii) such quarters shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both, who are wholly and necessarily employed for the residential block or blocks within the lot.

(b) For the purpose of calculating the total gross floor areas stipulated in Special Condition No. (9)(c) hereof, subject to Special Condition No. (45)(d) hereof, the quarters provided within the lot in accordance with sub-clause (a) of this Special Condition with a total gross floor area not exceeding

25 square metres shall not be taken into account. Any gross floor area in excess of 25 square metres shall be taken into account for such calculation.

(c) Quarters for watchmen or caretakers or both provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (21)(a)(v) hereof.

Owners' Corporation or Owners' Committee office

(15) (a) One office for the use of the Owners' Corporation or the Owners' Committee may be provided within the lot subject to the following conditions–

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

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

(b) For the purpose of calculating the total gross floor areas stipulated in Special Condition No. (9)(c) hereof, subject to Special Condition No. (45)(d) hereof, an office provided within the lot in accordance with sub-clause (a) of this Special Condition with a total gross floor area not exceeding 20 square metres shall not be taken into account. Any gross floor area in excess of 20 square metres shall be taken into account for such calculation.

(c) An office provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (21)(a)(v) hereof.

Telecommunications Facilities

(16) Notwithstanding the user restrictions under Special Condition No. (6) hereof, telecommunications facilities may be installed and maintained in, on or within any building or part of any building erected or to be erected on the lot as may be approved by the Building Authority for the purpose of providing telecommunications service. For the purpose of this Special Condition, "telecommunications" and "telecommunications service" shall be as respectively defined in the Telecommunications Ordinance, any regulation made thereunder and any amending legislation. For the purposes of these Conditions, "Building Authority" shall be as defined in the Buildings Ordinance.

Setback Area

(17) (a) No building or structure, support for any building or structure, or projection of whatsoever nature (other than landscape structures and facilities associated with the said landscape structures provided that their design, size and disposition are in all respects to the satisfaction of the Director of Planning) shall be erected or constructed or placed on, over or above the ground level or levels of that portion of the lot shown coloured pink hatched black on the plan marked "PLAN I" annexed hereto (hereinafter referred to as "the Setback Area") except with the prior written approval of the Director of Planning (who may give such approval on such terms and conditions as he sees fit or refuse it at his sole and absolute discretion), and such erection,

construction or placement of building or structure, support for any building or structure, or projection on, over or above the ground level or levels of the Setback Area if approved by the Director of Planning 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).

(b) For the purpose of sub-clause (a) of this Special Condition, the decision of the Director of Planning as to what constitutes the ground level or levels of the Setback Area and what constitute landscape structures and facilities associated with the said landscape structures shall be final and binding on the Purchaser.

No exempt building

(18) 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 before compliance

(19) Prior to compliance with these Conditions in all respects to the satisfaction of the Director, the Purchaser shall not, except with the prior written consent of the Director (provided that, for the avoidance of doubt, no written consent will be given by the Director under this Special Condition before 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 in conformity with any conditions imposed by him (including the payment of such fees as may be required by him)–

(a) assign, 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 (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do;

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

(c) underlet the lot or any part thereof or any building or part of any building thereon or enter into any agreement so to do, unless 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 the tenancy or lease 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 tenancy or lease shall not exceed 10 years in the aggregate including any right of renewal;

(ii) the tenancy or lease shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, covering the building or that part of the building to which the tenancy or lease relates;

(iii) no premium shall be paid by the tenant or lessee;

(iv) the rent payable shall not exceed a rack rent;

(v) no rent shall be payable in advance for a period greater than 12 calendar months;

(vi) the user permitted in the tenancy agreement or lease or agreement for tenancy or lease shall comply with these Conditions; and

(vii) none of the terms and conditions in the tenancy agreement or lease or agreement for tenancy or lease shall contravene these Conditions; or

(d) mortgage or charge the lot or any part thereof or any interest therein except for the purpose of the development thereof in accordance with these Conditions and then only by way of a building mortgage, it being agreed that for this purpose a building mortgage shall be one–

(i) whereby the lot is mortgaged or charged in favour of a licensed bank or a registered deposit-taking company authorized under section 16 of the Banking Ordinance to secure monies (and interest thereon) advanced or to be advanced to the Purchaser for the purpose only of developing the lot in accordance with these Conditions and for the payment of legal and other professional fees in connection with such development and the mortgage (provided that such fees do not, in the aggregate, exceed 5% of the total amount secured by the mortgage), and for no other purpose;

(ii) under which such advances (in the case of work done) are to be made to the Purchaser only in amounts to be certified from time to time by the authorized person (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;

(iii) under which the Purchaser, the mortgagee and the Stakeholder (as hereinafter defined) are required, in the event of the Purchaser applying for the prior written consent of the Director under this Special Condition to enter into any agreement to dispose of any share or interest in the lot together with the right to the exclusive use and possession of any unit in the building erected or to be erected on the lot, to enter into an agreement containing the terms and requirements as the Director may from time to time specify or require, including but not limited to the following–

(I) all sums received by the Purchaser or the Stakeholder as purchase price or any part thereof under an agreement for sale and purchase in respect of any unit, share or interest in the lot (the terms of which have been approved by the mortgagee) (hereinafter referred to as "the ASP") shall be paid into a bank account designated for the development of the lot and which must be opened, maintained and operated by the Stakeholder with the mortgagee (hereinafter referred to as "the Stakeholder Account");

(II) no monies shall be released from the Stakeholder Account except with the prior written approval of the mortgagee and in accordance with the terms of the ASP and the terms of the Director's consent; and

(III) the mortgagee irrevocably undertakes to the Purchaser to, upon completion of the sale and purchase, release unconditionally from the security of the building mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account;

(iv) under which the mortgagee is obliged and irrevocably undertakes to, upon completion of the sale and purchase, release unconditionally from the security of the building mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account; and

(v) for the purpose of this Special Condition, "the Stakeholder" means any solicitors firm for the time being appointed by the Purchaser to act as stakeholder in respect of the purchase price under the ASP.

Registration

(20) 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.

Deed of Mutual Covenant incorporating Management Agreement (if any)

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

(i) the Purchaser shall first submit to and obtain the written approval of the Director to a Deed of Mutual Covenant incorporating a Management Agreement (if any) (hereinafter referred to as "the DMC") to be entered into between the Purchaser and the assignees from him of undivided shares in the whole of the lot;

(ii) the DMC must be in a form and contain the provisions which the Director shall approve or require and it (and any approved amendment to it) must be registered by Memorial against the lot in the Land Registry;

(iii) the Purchaser must comply with the approved terms and conditions of the DMC, and no amendment thereto may be made without the prior written approval of the Director and the payment of such fees as may be required;

(iv) every assignment or other disposal of an undivided share or shares in the lot shall be subject to and with the benefit of the DMC;

(v) in the DMC the Purchaser must allocate to those parts of the lot which comprise the common areas or amenities for the common use and benefit of owners for the time being of the lot (hereinafter referred to as "the Common Areas") a number of undivided shares in the lot which in the opinion of the Director is appropriate;

(vi) the Purchaser shall not assign, mortgage or charge (except by a building mortgage under Special Condition No. (19)(d) hereof) or otherwise dispose of or part with the possession of any undivided share allocated to the Common Areas or any interest therein or enter into any agreement so to do except that upon execution of the DMC, the whole of the undivided shares allocated to the Common Areas shall be assigned to and vested in the manager appointed in accordance with the DMC who must hold the said undivided shares on trust for the benefit of all owners for the time being of undivided shares in the lot;

(vii) the DMC must provide that, subject to sub-clause (a)(viii) of this Special Condition, on termination of the manager's appointment, the manager must assign the undivided shares allocated to the Common Areas free of costs or consideration to its successor in office; and

(viii) if an Owners' Corporation is formed under the Building Management Ordinance, any regulation made thereunder and any amending legislation, it may require the manager, in accordance with the DMC to assign the undivided shares allocated to the Common Areas and transfer the management responsibilities to it free of costs or consideration, in which event, the said Owners' Corporation must hold them on trust for the benefit of all owners for the time being of undivided shares in the lot.

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

(i) an assignment, underletting, mortgage or charge of the lot as a whole; or

(ii) an underletting of a part of the building erected on the lot.

(c) The DMC must–

(i) not contain provisions which would in any way prohibit, prevent, hinder or prejudice the establishment or operation of residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance, any regulation made thereunder and any amending legislation (hereinafter referred to as "RCHE"), or residential care home for PWDs as defined in the Residential Care Homes (Persons with Disabilities) Ordinance, any regulation made thereunder and any amending legislation (hereinafter referred to as "RCHD"), or the use of the lot or any part thereof or any building or part of any building erected thereon for the purpose of RCHE or RCHD; and

(ii) provide a provision to the effect that no provision in the DMC shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of RCHE or RCHD or the use of the lot or any part thereof or any building or part of any building erected thereon for the purpose of RCHE or RCHD.

Restriction on partitioning

(22) The Purchaser shall not, without the prior written consent of the Director, partition (whether by way of assignment or other disposal or by any other means) the lot or any part thereof or any section which has been partitioned with the prior written consent of the Director under this Special Condition. Where the lot has been partitioned with such consent, the provisions in Special Condition No. (21) hereof shall be applicable to each of the sections so partitioned, with the references to "the lot" under the said Special Condition being replaced and substituted by the relevant section.

Vehicular access

(23) (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 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 L17, 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 marked "PLAN I" 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 L17 is completed shall be final and binding on the Purchaser.

Parking requirements

Residential Parking Spaces

(24) (a) (i) 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 at the rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below–

Size of each residential unit	**Number of the residential parking spaces to be provided under this sub-clause (a)(i)**
Less than 40 square metres	One space for every 16.3 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 6.8 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 3.4 residential units or part thereof
Not less than 100 square metres but less than 130 square metres	One space for every 2.0 residential units or part thereof
Not less than 130 square metres but less than 160 square metres	One space for every 1.5 residential units or part thereof
Not less than 160 square metres	One space for every 1.2 residential units or part thereof

The spaces to be provided under this sub-clause (a)(i) (as may be varied under Special Condition No. (27) hereof) are hereinafter referred to as "the Residential Parking Spaces".

(ii) For the purpose of sub-clause (a)(i) of this Special Condition, the total number of the Residential Parking Spaces to be provided under the said sub-clause (a)(i) shall be the aggregate of the respective number of the Residential Parking Spaces calculated by reference to the respective size of each residential unit in terms of gross floor area as set out in the table of the said sub-clause (a)(i); and for the purposes of this Special Condition and Special Condition No. (26) hereof, the term "size of each residential unit in terms of gross floor area" shall mean the sum of (I) and (II) below–

(I) the gross floor area of a residential unit exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which is not taken into account for the calculation of the total gross floor areas stipulated in Special Condition No. (9)(c) hereof; and

(II) the pro-rata gross floor area of the Residential Common Area (as hereinafter defined) in respect of a residential unit, and in so calculating, the total gross floor area of the residential common area, which is for the common use and benefit of the residents of the residential block erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which is not taken into account for the calculation of the total gross floor areas stipulated in Special Condition No. (9)(c) hereof (which residential common area is hereinafter referred to as "the Residential Common Area") shall be apportioned to a residential unit by the following formula–

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

Visitors' Parking Spaces

(iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance shall be provided within the lot to the satisfaction of the C for T at the rate to be calculated by reference to the number of residential units provided in any residential block erected or to be erected on the lot as set out in the table below subject to a minimum of two such spaces being provided within the lot–

Number of residential units per residential block	**Number of the visitors' parking spaces to be provided under this sub-clause (a)(iii) per residential block**
30 or below	1
31 to 45	2
46 to 60	3
61 to 75	4
above 75	5

The spaces to be provided under this sub-clause (a)(iii) (as may be varied under Special Condition No. (27) hereof) are hereinafter referred to as "the Visitors' Parking Spaces".

(b) (i) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor vehicles licensed under the Road Traffic Ordinance at the following rates–

Office Parking Spaces

(I) one space for every 175 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 (the spaces to be provided under this sub-clause (b)(i)(I) (as may be varied under Special Condition No. (27) hereof) are hereinafter referred to as "the Office Parking Spaces"); and

Non-Industrial Parking Spaces

(II) one space for every 150 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 non-industrial (excluding private residential, office, godown, hotel and petrol filling station) purposes (the spaces to be provided under this sub-clause (b)(i)(II) (as may be varied under Special Condition No. (27) hereof) are hereinafter referred to as "the Non-Industrial Parking Spaces").

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

Parking Spaces for Disabled Persons

(c) Out of the Residential Parking Spaces, the Visitors' Parking Spaces, the Office Parking Spaces and the Non-Industrial 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

(d) 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–

Residential Motor Cycle Parking Spaces

(i) one space for every 83 residential units or part thereof in the building erected or to be erected on the lot (the spaces to be provided under this sub-clause (d)(i) (as may be varied under Special Condition No. (27) hereof) are hereinafter referred to as "the Residential Motor Cycle Parking Spaces");

Office Motor Cycle Parking Spaces

(ii) 10% of the total number of the Office Parking Spaces (the spaces to be provided under this sub-clause (d)(ii) (as may be varied under Special Condition No. (27) hereof) are hereinafter referred to as "the Office Motor Cycle Parking Spaces"); and

Non-Industrial Motor Cycle Parking Spaces

(iii) 10% of the total number of the Non-Industrial Parking Spaces (the spaces to be provided under this sub-clause (d)(iii) (as may be varied under Special Condition No. (27) hereof) are hereinafter referred to as "the Non-Industrial Motor Cycle Parking Spaces").

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

Dimensions of parking spaces

(e) (i) Except for the Parking Spaces for Disabled Persons, each of the Residential Parking Spaces, the Visitors' Parking Spaces, the Office Parking Spaces and the Non-Industrial 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 Residential Motor Cycle Parking Spaces, the Office Motor Cycle Parking Spaces and the Non-Industrial 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, use, etc.

(f) (i) For the purposes of these Conditions, "disabled person" and "motor cycle" shall be as defined in the Road Traffic Ordinance.

(ii) For the purposes of Special Conditions Nos. (24), (25) and (26) hereof, the decision of the C for T as to what constitute a residential unit and a residential block shall be final and binding on the Purchaser.

(iii) The Residential Parking Spaces, the Visitors' Parking Spaces, the Office Parking Spaces, the Non-Industrial Parking Spaces, the Parking Spaces for Disabled Persons, the Residential Motor Cycle Parking Spaces, the Office Motor Cycle Parking Spaces and the Non-Industrial Motor Cycle Parking Spaces shall not be used for any purpose other than those respectively stipulated in sub-clauses (a)(i), (a)(iii), (b)(i), (c) and (d) 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.

Loading and unloading requirements

(25) (a) Spaces shall be provided within the lot to the satisfaction of the C for T for the loading and unloading of goods vehicles licensed under the Road Traffic Ordinance at the following rates–

Requirements for private residential purpose

(i) one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot subject to a minimum of one loading and unloading space for each residential block erected or to be erected on the lot, such

loading and unloading space to be located adjacent to or within each residential block;

Requirements for office purpose

(ii) 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; and

Requirements for non-industrial (excluding private residential, office, godown, hotel and petrol filling station) purposes

(iii) 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 non-industrial (excluding private residential, office, godown, hotel and petrol filling station) purposes.

The spaces to be provided for loading and unloading of goods vehicles under this sub-clause (a) (as may be varied under Special Condition No. (27) hereof) are hereinafter collectively referred to as "the Loading and Unloading Spaces". For the purpose of this Special Condition, "goods vehicle" shall be as defined in the Road Traffic Ordinance.

Dimensions of Loading and Unloading Spaces

(b) (i) Each of the spaces provided under sub-clause (a)(i) of this Special Condition (as may be varied under Special Condition No. (27) hereof) shall 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)(ii) of this Special Condition (as may be varied under Special Condition No. (27) 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.

(iii) Out of the total number of spaces provided under sub-clause (a)(iii) of this Special Condition (as may be varied under Special Condition No. (27) 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.

(c) For the purpose of calculating the number of spaces to be provided under sub-clauses (a)(ii) and (a)(iii) of this Special Condition (as may be respectively varied under Special Condition No. (27) hereof), any floor area to be used for parking, loading and unloading purposes shall be excluded.

(d) The Loading and Unloading Spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building referred to therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

Bicycle Parking Spaces

(26) (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 5 residential units or part thereof with the size of each residential unit in terms of gross floor area being less than 70 square metres;

(ii) 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; and

(iii) 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 non-industrial (excluding private residential, office, godown, hotel and petrol filling station) purposes.

The spaces to be provided under this sub-clause (a) (as may be varied under Special Condition No. (27) 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)(ii) and (a)(iii) of this Special Condition (as may be respectively varied under Special Condition No. (27) hereof), any floor area to be used for parking, loading and unloading purposes shall be excluded.

Definitions, use, etc.

(d) (i) For the purposes of these Conditions, "bicycle" shall be as defined in the Road Traffic Ordinance.

(ii) 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

(27) (a) Notwithstanding Special Conditions Nos. (24)(a)(i), (24)(a)(iii) and (26)(a)(i) 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) In addition to sub-clause (a) of this Special Condition, the Purchaser may increase or reduce the number of the Residential Parking Spaces (without taking into account the spaces calculated in sub-clause (a) of this Special Condition) by not more than 5%.

(c) Notwithstanding Special Conditions Nos. (24)(a)(i), (24)(a)(iii), (24)(b)(i), (24)(d), (24)(e)(i), (24)(e)(iii), (25)(a), (25)(b) and (26)(a) hereof and sub-clauses (a) and (b) 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-clauses 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

(28) (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 Residential Parking Spaces, the Visitors' Parking Spaces, the Office Parking Spaces, the Non-Industrial Parking Spaces, the Parking Spaces for Disabled Persons, the Residential Motor Cycle Parking Spaces, the Office Motor Cycle Parking Spaces and the Non-Industrial Motor Cycle Parking Spaces. For the avoidance of doubt, an

EV Charger should be provided and installed for each and every such 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 and EV Chargers 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 or an EV Charger shall be final and binding on the Purchaser.

Access for inspection

(29) (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. (24), (25), (26), (27) and (28) 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

(30) (a) For the purpose of calculating the total gross floor areas stipulated in Special Condition No. (9)(c) hereof, there shall not be taken into account–

(i) the Residential Parking Spaces, the Visitors' Parking Spaces, the Office Parking Spaces, the Non-Industrial Parking Spaces, the Parking Spaces for Disabled Persons, the Residential Motor Cycle Parking Spaces, the Office Motor Cycle Parking Spaces and the Non-Industrial Motor Cycle

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 Loading and Unloading Spaces, 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 Loading and Unloading Spaces 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 respective total gross floor areas stipulated in Special Condition No. (9)(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 respective total gross floor areas stipulated in Special Condition No. (9)(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.

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

(31) (a) Throughout the term hereby agreed to be granted whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be assigned except–

(i) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit in the building erected or to be erected on the lot; or

(ii) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit in the building erected or to be erected on the lot,

provided that in any event not more than 3 in number of the total of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to the owner of any one residential unit in the building erected or to be erected on the lot.

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

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

(d) Sub-clauses (a) and (b) of this Special Condition shall not apply to the Parking Spaces for Disabled Persons.

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

(32) (a) Throughout the term hereby agreed to be granted whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Office Parking Spaces and the Office Motor Cycle Parking Spaces shall not be assigned except–

(i) together with undivided shares in the lot giving the right of exclusive use and possession of a unit for office purpose in the building erected or to be erected on the lot; or

(ii) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a unit for office purpose in the building erected or to be erected on the lot.

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

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

(d) Sub-clauses (a) and (b) of this Special Condition shall not apply to the Parking Spaces for Disabled Persons.

Restriction on alienation of the Non-Industrial Parking Spaces and the Non-Industrial Motor Cycle Parking Spaces

(33) (a) Throughout the term hereby agreed to be granted whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Non-Industrial Parking Spaces and the Non-Industrial Motor Cycle Parking Spaces shall not be assigned except–

(i) together with undivided shares in the lot giving the right of exclusive use and possession of a unit for non-industrial (excluding private residential, office, godown, hotel and petrol filling station) purposes in the building erected or to be erected on the lot; or

(ii) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a unit for non-industrial (excluding private residential, office, godown, hotel and petrol filling station) purposes in the building erected or to be erected on the lot.

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

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

(d) Sub-clauses (a) and (b) of this Special Condition shall not apply to the Parking Spaces for Disabled Persons.

Common Areas

(34) Notwithstanding Special Conditions Nos. (31), (32) and (33) hereof, the Visitors' Parking Spaces, the Parking Spaces for Disabled Persons, the Loading and Unloading Spaces and the Bicycle Parking Spaces shall be designated as and form part of the Common Areas.

Parking Information

(35) (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–

(I) the Non-Industrial Parking Spaces and the Non-Industrial Motor Cycle Parking Spaces; and

(II) the Visitors' Parking Spaces in the event that not less than 10 such spaces are provided or to be provided within the lot,

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;

(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 thereon 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.

(f) The Parking Information System Area shall be designated as and form part of the Common Areas.

Deposit of Car Park Layout Plans

(36) (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 to be provided within the lot in accordance with Special Conditions Nos. (24), (25) and (26) hereof (as may be respectively varied under Special Condition No. (27) hereof) and the spaces which are the subject of the Parking Information to be designated within the lot in accordance with Special Condition No. (35)(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 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. (24), (25) and (26) hereof. The Purchaser shall maintain all parking, loading and unloading spaces 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 or parking of bicycles.

(d) No transaction (except a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (19)(c) hereof and a building mortgage under Special Condition No. (19)(d) hereof or such other transactions as the Director may approve) affecting the lot or any

part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to 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.

Set back

(37) 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

(38) (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. (37) 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

(39) (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter collectively referred to as "the Waste") from the lot, the Yellow Area (while the Purchaser is in possession of the same or any part thereof), the Yellow Stippled Black Area (while the Purchaser is in possession of the same or any part thereof) 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

(40) 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, the Yellow Area or the Yellow Stippled Black Area or any part of any of them (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, the Yellow Area or the Yellow Stippled Black Area or any part of any of them 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, the Yellow Area or the Yellow Stippled Black Area or any part of any of them 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

(41) (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

(42) (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, the Yellow Area and the Yellow Stippled Black Area 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, the Yellow Area (while the Purchaser is in possession of the same or any part thereof), the Yellow Stippled Black Area (while the Purchaser is in possession of the same or any part thereof) 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, the Yellow Area (while the Purchaser is in possession of the same or any part thereof) or the Yellow Stippled Black Area (while the Purchaser is in possession of the same or any part thereof) 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 "Contamination Assessment") in respect of the lot, the Yellow Area (while the Purchaser is in possession of the same or any part thereof), the Yellow Stippled Black Area (while the Purchaser is

in possession of the same or any part thereof) 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 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 "Decontamination Works") in respect of the lot, the Yellow Area (while the Purchaser is in possession of the same or any part thereof), the Yellow Stippled Black Area (while the Purchaser is in possession of the same or any part thereof) and any adjacent or adjoining Government land. No building works (other than the Demolition and Removal Works) shall be commenced on the lot, the Yellow Area or the Yellow Stippled Black Area until the relevant Contamination Assessment for the lot, the Yellow Area or the Yellow Stippled Black Area (as the case may be) shall have been approved in writing by the D of EP and the relevant Decontamination Works for the lot, the Yellow Area or the Yellow Stippled Black Area (as the case may be), if required, shall have been completed under this sub-clause (c) in all respects to the satisfaction of the D of EP.

(d) If the Purchaser shall in any respect neglect or fail to carry out the Preventive Works, Contamination Assessment or Decontamination Works (hereinafter collectively referred to as "Preventive and Decontamination Works") in accordance with sub-clauses (b) and (c) 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.

(e) For the purpose of carrying out the Preventive and Decontamination Works under sub-clause (d) 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, the Yellow Area (while the Purchaser is in possession of the same or any part thereof) and the Yellow Stippled Black Area (while the Purchaser is in possession of the same or any part thereof) or any part of any of them 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

(f) 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 (d) and (e) 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

(g) 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 (d) and (e) of this Special Condition.

Automatic meter reading for fresh water supplies

(43) (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 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 thereon 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.

(44) 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 purposes of these Conditions, "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

(45) (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 Conditions Nos. (12)(b), (13)(b), (14)(b), (15)(b) and (30) hereof), subject to sub-clause (d) 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 balcony, utility platform, corridor, lift lobby, communal sky garden, acoustic fin, noise barrier, wing wall, wind catcher or funnel, non-structural prefabricated external wall the thickness of which does not exceed 150 millimetres, or any part thereof (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 for any building erected or to be erected on the lot or any part or parts thereof–

(I) for private residential purpose shall project no more than 200 millimetres from the outer face of the structural elements; and

(II) for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes 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.

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

Cap on concession

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

(I) private residential purpose which may in accordance with these Conditions be excluded from the calculation of the total gross floor areas stipulated in

Special Condition No. (9)(c) hereof shall not in the aggregate exceed 10% of the total gross floor area of the building or any part or parts of the building erected or to be erected on the lot to be used for such purpose; and

(II) non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes which may in accordance with these Conditions be excluded from the calculation of the total gross floor areas stipulated in Special Condition No. (9)(c) hereof shall not in the aggregate exceed 10% of the total gross floor area of the building or any part or parts of the building erected or to be erected on the lot for such purposes,

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

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

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

(i) the Facilities provided in accordance with Special Condition No. (12) hereof;

(ii) office accommodation for watchmen and caretakers or both provided in accordance with Special Condition No. (13) hereof;

(iii) quarters for watchmen or caretakers or both provided in accordance with Special Condition No. (14) hereof;

(iv) office for the use of the Owners' Corporation or the Owners' Committee provided in accordance with Special Condition No. (15) hereof;

(v) 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;

(vi) chimney shaft;

(vii) balcony, utility platform and non-structural prefabricated external wall the thickness of which does not exceed 150 millimetres;

(viii) 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 which is intended to be used for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes;

(ix) void in a duplex unit in any building erected or to be erected on the lot which is intended to be used for private residential purpose; and

(x) projection which projects more than 750 millimetres from the external wall of any building erected or to be erected on the lot.

No grave or columbarium permitted

(46) (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 for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes.

Contracts (Rights of Third Parties) Ordinance

(47) 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.

TECHNICAL SCHEDULE
FOR THE YELLOW AND YELLOW STIPPLED BLACK AREA

Site Formation Works

at Sites H4 & H5, Hung Shui Kiu/ Ha Tsuen New Development Area

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Date : December 2025

TECHNICAL SCHEDULE

Site Formation Works

at Hung Shui Kiu/ Ha Tsuen New Development Area

1.	General Requirements		The Purchaser is entirely responsible for the design and construction of the Yellow Area and Yellow Stippled Black Area (hereinafter referred to as "the Service") referred to in Special Condition No. (4)(a) of the Conditions of Sale to which this Technical Schedule is annexed ("the C/S"). The Service shall be designed and constructed to the satisfaction of the Director of Civil Engineering and Development ("D of CED") and relevant management and maintenance departments including the the Director of Drainage Services ("D of DS"), for their functional and operational needs. The Purchaser shall observe and comply with the following requirements in this Technical Schedule to the satisfaction of the D of CED and relevant management and maintenance departments. The D of CED and the D of DS are hereinafter collectively referred to as "the Government Representatives".	
2.	Scope	(a)	The scope of the Service shall comprise the Site Formation Works ("the SFW") with the following main items:	
			i.	Site clearance works including, but not limited to, demolition of structures as required.
			ii.	Site investigation works including the land contamination investigation.
			iii.	Land decontamination works.
			iv.	Site formation works and associated geotechnical works and drainage works.
			v.	The associated tree felling, transplanting and compensatory works.
			vi.	Implementation of all necessary Environmental Monitoring and Audit measures as required under relevant environmental permit.
			vii.	Other works which are shown on the Drawings or specified in the Specifications; and
			viii.	Temporary works, other associated and ancillary works related to the above items.

		(b)	The Yellow Area and the Yellow Stippled Black Area as detailed in Annex I and this Technical Schedule.
3.	Design and Construction	(a)	The SFW shall be designed and constructed in compliance with this Technical Schedule and Annex I, which are capable of being wholly managed and maintained by the Government of the Hong Kong Special Administrative Region ("the Government") or the Government Representatives. The Service should be up to the Government Representatives' satisfaction and agreement.
		(b)	The Purchaser's development shall not adversely affect the users of the Service including any encroachment upon the Service and projections from the development. The Purchaser shall be responsible for any subsequent mitigation measures / works in full costs if required as instructed by the Government Representatives.
		(c)	The design interface shall observe and coordinate with the planned roads and infrastructure works under other interface parties' contracts, the planned developments and planned/enhanced streetscape/open space design nearby area as appropriate.
		(d)	The Purchaser provides inputs for the preparation of, and carry out all public and departmental consultation processes for the Service.
		(e)	The Purchaser shall establish 2 level steering/working groups with regulation meetings to ensure smooth approval on submissions and construction.
		(f)	The Purchaser shall prepare necessary submissions, review, assess and obtain approvals of the Government or the Government Representatives for the temporary traffic arrangements for the Service. The Purchaser shall establish a Traffic Management Liaison Group ("the TMLG") to discuss all traffic-related matters and endorse all Purchaser's traffic impact assessment and traffic-related proposals, Members of the TMLG shall be those parties from relevant Government Representatives including but not limited to Fire Services Department, relevant Rural Committees, District Offices and Councils, Transport Department ("TD"), Highways Department ("HyD"), Hong Kong Police Force.
		(g)	The Purchaser shall coordinate with CEDD on identification of maintenance and management parties of the Service, and obtain the agreements from maintenance and management parties on the maintenance and management responsibilities of the Service.
		(h)	The Purchaser shall hand over the completed works in relation to the Service to relevant maintenance and management parties and authorities.

		(i)	General Obligations	
			i.	The Purchaser shall comply with the latest versions of all relevant circulars, standing instructions, standard drawings technical memoranda and policy documents issued by the respective Government departments, utility undertakers, maintenance authorities or the suchlike organisations.
			ii.	The Purchaser provides engineering and technical inputs or comments on other development proposals that have interface with the Service .
			iii.	The Purchaser shall carry out all necessary surveys, level measurements, monitoring works, investigations and inquiries as are needed for the satisfactory Completion of the Service, including taking readings of monitoring equipment. For avoidance of doubt, all land topographical surveys and tree surveys necessary for the Service are to be carried out by qualified land surveyors and relevant specialists.
			iv.	The Purchaser consults and liaises directly with departments, utility undertakings, authorities, bodies, Purchaser, developers or persons to obtain information and on matters related to the Service and obtain comments and agreement to the proposals, and to ensure smooth coordination. The Purchaser copies all correspondence to the Government Representatives. The Purchaser shall consult other relevant parties if required. For the purpose of soliciting utility information and utility circulation, the Purchaser includes Electronic Layout Plans in addition to hard copies of layout plans in accordance with ETWB TCW No. 7/2003 and 7/2003A (or its latest revision).
			v.	The Purchaser shall comply with the requirements of the General Specification for Civil Engineering Works, 2020 Edition and the Corrigendum Nos. 1/2021, 2/2021, 3/2021, 1/2022, 2/2022, 3/2022, 4/2022, 1/2023, 1/2024 and 2/2024 together with any latest amendment issued by Civil Engineering and Development Department ("the CEDD"). In the case of any inconsistency the Technical Schedule and the Drawings shall prevail over the provisions contained in the General Specification for Civil Engineering Works.

			vi.	The Purchaser shall comply with the requirements given in General Specification for Civil Engineering Works, 2020 Edition as stated in item v and the relevant CEDD Geotechnical Engineering Office ("the GEO") publications. In case of doubt, the GEO of the CEDD shall be consulted.
			vii.	The Purchaser complies with the requirements of the technical circulars, memorandum and documents issued by the Government bureaux and departments unless otherwise agrees with the Government Representatives.
			viii.	The Purchaser takes cognisance of the need to comply with the relevant ordinances, by-laws, regulations and rules for the time being in force in HK, and in particular the following ordinances: (a) Air Pollution Control Ordinance (Cap. 311); (b) Antiquities and Monuments Ordinance (Cap. 53); (c) Buildings Ordinance (Cap. 123); (d) Dangerous Goods Ordinance (Cap. 295); (e) Dumping at Sea Ordinance (Cap. 466); (f) Electricity Ordinance (Cap. 406); (g) Environmental Impact Assessment Ordinance (Cap. 499); (h) Factories and Industrial Undertaking Ordinance (Cap. 59); (i) Fire Services Ordinance (Cap. 95); (j) Foreshore and Sea-bed (Reclamations) Ordinance (Cap. 127); (k) Forests and Countryside Ordinance (Cap. 96); (l) Gas Safety Ordinance (Cap. 51); (m) Land (Miscellaneous Provisions) Ordinance (Cap. 28); (n) Lands Resumption Ordinance (Cap. 124); (o) Land Acquisition (Possessory Title) Ordinance (Cap. 130);

				(p) Land Drainage Ordinance (Cap. 446); (q) Mass Transit Railway Ordinance (Cap. 556); (r) Noise Control Ordinance (Cap. 400); (s) Public Bus Services Ordinance (Cap. 230); (t) Public Health and Municipal Services Ordinance (Cap. 132); (u) Protection of Endangered Species of Animals and Plants Ordinance (Cap 586); (v) Railways Ordinance (Cap. 519); (w) Road (Works, Use and Compensation) Ordinance (Cap. 370); (x) Road Traffic Ordinance (Cap. 374); (y) Sewage Tunnel (Statutory Easements) Ordinance (Cap. 438); (z) Town Planning Ordinance (Cap. 131); (aa) Waste Disposal Ordinance (Cap. 354); (ab) Waterworks Ordinance (Cap. 102); (ac) Water Pollution Control Ordinance (Cap. 358); (ad) Water Pollution Control (Sewerage) Regulation (Cap. 358AL); and (ae) Wild Animals Protection Ordinance (Cap. 170). The Purchaser informs the Government Representatives as early as possible of the need to take action under any ordinance. The Government Representatives, upon receipt of the necessary papers, drawings, etc. from the Purchaser, arranges for the necessary action to be taken. The Purchaser allows for sufficient time in programming of the Service for procedures to be completed under the ordinances.

			ix.	The Purchaser draws the attention of the Government Representatives to the need to consider any legal implications and consequences arising out of or in relation to the Service.
			x.	The Purchaser shall make sure that the Service will not result in any undue interruption to existing services and facilities.
			xi.	The Purchaser shall observe and follow relevant guidelines set out in the Project Administration Handbook ("the PAH") for Civil Engineering Works, 2022 Edition and the Amendment Nos. 1/2023, 2/2023, 3/2023, 4/2023, 5/2023, 6/2023, 7/2023, 1/2024, 2/2024, 3/2024, 4/2024 and 5/2024 together with any latest amendment issued by the CEDD to ensure smooth delivery and handing over of the Service. The Purchaser shall agree with the respective departments the arrangements for handing over the completed works and the land, including any acceptance and commissioning tests that may be required.
			xii.	CAD drawings, except those 2D drawings which are generated from the 3D BIM model, are prepared conforming to the CAD Standard for Works Projects version 1.03.00 (or the later versions as agreed between the corresponding department(s) and the Purchaser from time to time) as posted on the Development Bureau ("the DEVB")'s website.
			xiii.	The Purchaser complies with all reasonable instructions of the Government Representatives and with all relevant circulars, standing instructions and technical memoranda as directed by the Government Representatives.
			xiv.	The Purchaser observes and follows relevant guidelines set out in the PAH to ensure smooth delivery and handing over of the Service and all completed works respectively. The Purchaser agrees with the respective departments the arrangements for handing over the completed works and the land, including any acceptance and commissioning tests that may be required. The Purchaser ensures that the agreed arrangements is fully allowed.

			xv.	The Purchaser shall communicate and correspond directly with other relevant Government departments, corporates and private organisations to obtain information in connection with the Service, copying such correspondence to the Government Representatives. Any problem in communication or liaison is referred to the Government Representatives for assistance.
			xvi.	The Purchaser is responsible for arranging and directing the inspection and testing of materials, proprietary products and plant involved in the Service.
			xvii.	The Purchaser shall obtain approvals and Excavation Permits ("the XP") from the Lands Department ("the LandsD") and the HyD for works in relation to the Service on unleased Government land and streets maintained by the HyD respectively under the Land (Miscellaneous Provisions) Ordinance (Cap. 28). The Purchaser shall prepare drawings and relevant information required for applications of the XPs The Purchaser shall input update, maintain and upload/download the data required for the XP applications through the respective departments, such as the HyD, the LandsD, relevant authorities and utility undertakers to obtain the XPs for works in relation the Service. The Purchaser informs the Government Representatives the progress and status of the XP applications and identify problems that may cause possible delay to the programme of the Service.
			xviii.	The Purchaser prepares summaries of comments on the submissions of the Service received from various departments, authorities, bodies and persons from consultations and circulation of the submissions. These summaries also include: (1) the Purchaser's responses/replies; (2) advice/recommendations for further action to address the comments; and (3) action taken to resolve those comments and results.

			xix.	The Purchaser identifies all existing or planned facilities, installations and rights that will be temporarily or permanently affected by the Service, recommends optimum diversion / relocation solutions, and submits the proposals to relevant parties for comments and agreement. The Purchaser liaises and assists in negotiation for any reprovisioning works that may be required. The Purchaser makes sure that the reprovisioning works will not result in any undue interruption to existing services and facilities.
			xx.	The Purchaser maintains liaison/coordination with the gas services providers in respect of the exact location of existing or planned gas pipe routes/gas installations in the vicinity of the proposed works area and the minimum set back distance away from the gas pipes/gas installations if any excavation works are required during the design and construction stages of the Service. The Purchaser also notes the requirements of the Electrical and Mechanical Services Department's ("EMSD") Code of Practice on Avoiding Danger from Gas Pipes.
		(j)	<u>Specific Obligations</u>	
			i.	The Purchaser identifies any requirements on reprovisioning works as a result of the Service and assist in negotiations with the concerned parties, including various departments, the MTR Corporation Limited, utility companies etc, for any reprovisioning works that may be required. The Purchaser also prepares detailed design necessary for reprovisioning and modification works for existing facilities and installations affected by the Service. The Purchaser makes sure that the reprovisioning works will not result in any undue interruption to existing services and facilities.
			ii.	Building Information Modelling The Purchaser adopts BIM in accordance with the specifications and submission requirements as stipulated in DEVB TCW No. 9/2019 in providing the Service, and subsumes relevant BIM elements/ submissions in relevant deliverables including but not limited to the deliverables "BIM Execution Plan" and "Proposal of Asset/COBie information".
			iii.	Purchaser complies with the latest version of the Drainage Services Department ("the DSD") BIM Modelling Manual for the BIM of drainage system and sewerage system which will be handed over to the DSD.

		(k)	<u>General Services</u> The Purchaser carries out at least the general services set out below:	
			i.	Prepare detailed designs, specifications for works, drawings, dimensions, sections, plans with such design data, calculations, design parameters and assumptions and other information, including but not limited to the relevant findings/proposals pertaining to the Service as might be required for the purpose of or in connection with the Service and circulate the aforementioned to all the Government Representatives concerned for comment and agreement.
			ii.	Liaise with the vendors, manufacturers or suppliers of plant, materials and proprietary products, if any, and take all necessary steps to obtain from them all details necessary for the timely Completion of the Service.
			iii.	Identify all facilities and installations affected by the Service and the maintenance and management parties of these affected items.
			iv.	Identify any requirements on reprovisioning works as a result of the Service works and assist in negotiations with the concerned parties for any reprovisioning works that may be required.
			v.	Prepare necessary traffic layout plans showing the traffic arrangements for vehicular, pedestrian and cycling traffic.
			vi.	Obtain the agreement of relevant Government departments and management and maintenance authorities and parties to drawings and specifications.
			vii.	Submit design calculations including a statement of the standards, procedures, and codes of practice adopted together with a certificate of design processes and independent check of the designs, in a form to be agreed later, to the Government Representatives on completion of the design.
			viii.	Obtain written agreement of relevant departments and maintenance authorities to take over the completed works for management and maintenance.

			ix.	Observe the requirements of DEVB TCW No. 2/2015 concerning the adoption of energy efficient features and renewable energy technologies, including but not limited to LED street lighting with PV panel, in Government projects and installations.
			x.	The Purchaser identifies all existing, planned or proposed utilities, facilities, services and installations which, will be affected/being affected by, or will be installed in conjunction with the Service and recommend any plans for installation / diversion and any provisions for accommodating these utilities, facilities, services and installations in conjunction with the Service.
			xi.	The Purchaser endeavours not to affect these utility services in performing this services and provides justifications if any diversion/relocation of any utilities is needed. The Purchaser liaises with the utility undertakers and relevant departments to resolve any conflicts matters between the utilities and the Service and confirm which existing utilities need to be accommodated in the Service.
			xii.	The Purchaser shall consult, liaise and coordinate with relevant utility undertakers, interface parties and relevant Government departments/parties to drive for advance and timely planning, laying and connection of all required utilities/services to tie-in with the timely commissioning of the Service.
			xiii.	The Purchaser shall consult, liaise and coordinate with other Government departments, interface parties, utilities undertakings and other authorities, bodies, consultants, developers or persons on matters related to the Service and obtain their requirements, comments, agreements and approvals where necessary. The Purchaser is responsible for coordination of all works in respect of utilities and other services rendered necessary for the Service.
			xiv.	The Purchaser shall designate any utility reserves for the exclusive use by the utilities to be installed in conjunction with the Service or at a later stage, taking into consideration the utility maintenance requirements and the need of avoiding constraint on the street planting and disturbance to the pedestrian environment and the associated works of the Service.
			xv.	The Purchaser prepares electronic utility layout plans in accordance with ETWB TCW No. 7/2003.

		(l)	<u>Specific Services</u>	
			Without prejudicing the duties that the Purchaser has to perform under the Service, the Purchaser shall carry out at least the specific services set out below.	
			i.	Carries out detailed design of site formation works, including design of site formation drainage, slope stabilization, permanent earth retaining structures, slopes, ground improvement / treatment if necessary. The Purchaser shall liaise with GEO of CEDD and interface parties obtain their agreement on the design.
			ii.	The Purchaser shall carry out detailed design of temporary, interim and permanent drainage works including the drainage diversion proposal. The Purchaser shall prepare the submissions of the Drainage Impact Assessment in accordance with ETWB TC(W) No. 2/2006 and the DSD's Technical Circular No. 1/2017. The Purchaser shall liaise with the DSD and obtain their agreement on the submissions for the Service, and coordinate with relevant interface parties on their proposal.
			iii.	Agrees with the DSD over the design of the temporary, interim and permanent drainage and sewerage works as necessary. The Purchaser ensures the design complies with the current design standards and requirements of the DSD (for drainage and sewerage works). The Purchaser submits the proposals to the DSD (for drainage and sewerage works) for comments and approval prior to the commencement of the works. The Purchaser shall also liaise and coordinate with relevant interface parties for the above proposals.
			iv.	Prepares necessary road layout plans and traffic layout plans showing the road arrangement and traffic and transport arrangements for vehicular, pedestrian and cycling traffic that affected by the Service. The Purchaser shall submit the detailed design proposals to the TD, and the HyD for comments and approval prior to the commencement of the works.

			v.	The Purchaser shall identify and report to the Government departments the presence of hazardous materials on site. If the Purchaser encounters any hazardous materials, including but not limited to asbestos, during the site clearance, the Purchaser shall employ specialist to the acceptance of relevant Government departments including the EPD to dispose the hazardous materials. The Purchaser shall submit to relevant Government departments method of disposal and location for disposal etc. for acceptance. The Purchaser shall seek agreement with the relevant Government departments the location of disposing the hazardous material.
			vi.	Reviews the method stated in the Environmental Impact Assessment ("the EIA") Report AEIAR-203/2016 - Hung Shui Kiu New Development Area and recommends effective method(s) to treat any contaminated soil that may be present within the boundary of the Service.
			vii.	Carries out the detailed design of the environmental mitigation measures as recommended in the approved EIA Report, and carry out the construction thereof.
			viii.	The Purchaser shall identify any unsuitable ground material / soil such as soft clay, marine / pond mud, etc. within the Service and carry out any ground modification works as necessary.
			ix.	The Purchaser shall arrange site visits with the Government Representatives, as and when required.

			x.	The Purchaser shall carry out tree survey and agree the tree survey boundary with CEDD prior to carrying out the relevant tree surveys for the Service. The format of the tree surveys shall follow DEVB TC (W) No. 4/2020. The Purchaser shall submit a Tree Preservation and Removal Proposal ("the TPRP"), which shall contain necessary documents giving the tree survey information, tree protection plan and method statement, tree treatment recommendations, and compensatory planting proposal, for approval by Tree Works Vetting Panel ("TWVP") of CEDD in accordance with WBTC no. 25/93, 17/2000, DEVB TCW No. 6/2015, DEVB TCW No. 4/2020, DEVB TCW No. 1/2018 and GEO Publication No. 1/2011 or their updated version before the commencement of tree removal. The compensatory planting proposal shall be developed taking into account the tree loss, ecological enhancement and the landscape and visual impact mitigation measures proposed in the approved EIA. The Purchaser submits the TPRP and Compensatory Planting Proposal to the relevant management and maintenance parties with reference to DEVB TCW No. 6/2015 for agreement; and TWVP of CEDD for approval with reference to DEVB TCW No. 4/2020 or its updated version. Sufficient time shall be allowed for public consultation, obtaining approval, sourcing of receptor location and preparation works for the tree removal/ transplanting operation. Prior to the commencement of tree surveys and submission of the TPRP and compensatory planting proposals, the Purchaser shall coordinate with the relevant interface parties of contracts. The Purchaser's attention is drawn that competent member of the site supervisory staff to oversee and supervise tree works related to horticultural operations and preservation of trees within the Site, including, but without limitation to, planting, transplanting, tree risk assessment and management, tree surgery work and control of pest and disease affecting trees for the Service. The training qualification and work experience of the assigned person shall comply with the requirements in the Registration Scheme for Tree Management Personnel which could be download at the DEVB's website https://www.greening.gov.hk/rstmp/en/introduction/ index.html. The TPRP and Compensatory Planting Proposal shall be duly signed by the Registered Landscape Architect.

			xi.	The Purchaser shall carry out tree risk assessment and management ("the TRAM") exercise in accordance with the latest edition of the DEVB's "Guidelines for Tree Risk Assessment and Management Arrangement" ("the TRAM Guidelines"), "Guidelines on Audit of Tree Risk Assessment" or its latest version ("the Audit Guideline"), if applicable.
			xii.	The Purchaser shall be responsible to carry out site appraisal, prepare and submit Contamination Assessment Plan ("the CAP") for the Service to the acceptance of the Environmental Team and Independent Environmental Checker of Hung Shui Kiu / Ha Tsuen New Development Area and the EPD. The Purchaser shall conduct the land contamination assessment against the appropriate Risk-based Remediation Goals as stipulated in the EPD's "Guidance Manual for Use of Risk-based Remediation Goals for Contaminated Land Management". The Purchaser shall carry out site appraisal and land contamination investigation for the Service to identify any potentially contaminated sites and hot spots within the Service. The Purchaser shall prepare the CAP in accordance with the "Practice Guide for Investigation and Remediation of Contaminated Land", "Guidance Note for Contaminated Land Assessment and Remediation", "Guidance Manual for Use of Risk-based Remediation Goals for Contaminated Land Management" and submit to the EPD for approval. The Purchaser shall be responsible for carrying out the environmental ground investigation works according to the CAP agreed by the EPD, "Practice Guide for Investigation and Remediation of Contaminated Land", "Guidance Note for Contaminated Land Assessment and Remediation" and "Guidance Manual for Use of Risk-based Remediation Goals for Contaminated Land Management", and prepare Contamination Assessment Report ("the CAR") to the Environmental Team and Independent Environmental Checker of Hung Shui Kiu / Ha Tsuen New Development Area and submit to the EPD for approval. For land contamination assessments, samples shall be collected by drillholes or trial pits as per the CAP. Underground utility survey shall be conducted before conducting intrusive investigations, and care shall be taken during excavation of inspection pits to avoid damaging the underground utilities.

				The Purchaser shall prepare Remediation Action Plan ("the RAP"), if land contamination is identified accordingly but not limited to the requirements of "Practice Guide for Investigation and Remediation of Contaminated Land" of the EPD and submit to the EPD for approval. The Purchaser shall carry out decontamination works in accordance with the RAP approved by the EPD with full-time supervision by a qualified Land Contamination Specialist. Prior to the decontamination works, the Contractor shall prepare and submit a method statement, which includes the location of decontamination works and the details of decontamination methodology and procedures to the EPD for approval. The Contractor shall carry out the decontamination works according to the CAR and the RAP accepted by the Project Manager and the EPD. The Remediation Report ("the RR") shall report the decontamination process and demonstrate that contaminated soil is all removed, properly handled, decontaminated and reinstated. The RR shall provide details including but not limited to the decontamination works carried out, types and volume of contaminated soil, standards and levels of treatment and locations of all disposal sites (including record of disposal) within the contaminated sites identified. The Purchaser shall submit the RR prepared by the approved Land Contamination Specialist no later than one month after completion of the decontamination works.
		(m)	<u>Special Services during the Construction Phase of the Service</u> The Purchaser carries out at least the activities, procedures and all other necessary services set out below during the Construction Phase of the Service:	
			i.	Establish appropriate liaison channels among the contractors, departments and utility undertakings to facilitate smooth progress of the contract works.
			ii.	Supervise and direct the execution of the Service including monitoring of environmental, drainage and traffic impacts of construction activities and taking appropriate actions to control and mitigate such impacts as necessary.
			iii.	Prepare publicity materials required for the implementation of traffic management measures and environmental mitigation measures, and attend District Councils and / or committees established thereunder and other publicity meetings.

			iv.	Advise on, arrange where necessary and direct the inspection and testing of materials and plant supplied for the Service.
			v.	Invite CEDD, the management and maintenance parties and authorities to inspect the Service in advance and ensure that the Service are properly and thoroughly inspected or tested, temporary works removed and acceptable remedial works are carried out prior to handing over of the Service to management and maintenance parties and authorities.
			vi.	Prepare Operation and Maintenance ("the O&M") Manuals providing all information necessary for the corresponding departments to take over and maintain the Service, including maintenance manuals for all newly formed / modified / upgraded man-made slopes / retaining structures, and other geotechnical features in accordance with Geoguide 5 and other GEO requirements, relevant test reports and records for soil compaction, maintenance requirements for landscape works including proprietary greening product and maintenance manuals for all highway structures, drainage works, fire hydrants and electrical & mechanical works, if any. Apply for GEO Checking Certificate for slopes and retaining walls from GEO in accordance with ETWB TCW No. 20/2004.
			vii.	Prepare recommended lists of spares, plant and equipment for civil works and assist in ordering them from contractors or suppliers to ensure smooth O&M of the Service.
			viii.	Keep and supply records of all temporary and permanent traffic management measures which might be susceptible to compensation claims and submit to Government Representatives.

			ix.	Prepare and deliver 'as-constructed' drawings showing in full detail of the Service as actually carried out together with calculations, information and the O&M Manuals including Slope Maintenance Manuals necessary for the maintenance of the Service, if applicable and submit all records and accounts relating to the Service. The number of copies required for the calculations, the O&M Manuals including Slope Maintenance Manuals and other records is agreed with relevant Government departments. To incorporate all changes in design made in the Construction Phase, the Purchaser updates and submits this together with the revised design calculations and the corresponding the design to Government Representatives.
			x.	Arrange before expiry of each of the maintenance periods of the Service, a final joint inspection of the Service with CEDD, the management and maintenance parties and authorities. The as-constructed drawings and the O&M Manuals including Slope Maintenance Manuals are submitted prior to this final inspection.
			xi.	Submit the as-constructed drawings and the O&M Manuals including Slope Maintenance Manuals together with all survey data for preparation of the as-constructed drawings in electronic files facilitate subsequent input into the Land Information System in the LandsD.
			xii.	Submit one full set of finalised "as constructed" film transparency drawings, or the format as agreed with relevant management and maintenance parties showing in full detail of the Service as actually carried out together with all relevant records including final design calculations and information necessary for the maintenance of the Service to relevant management and maintenance parties and authorities.
			xiii.	Submit a full set of all site records relating to the Service with proper classification/indexing system to enable easy retrieval of information.
			xiv.	The Purchaser carries out all duties imposed under the Land (Miscellaneous Provisions) Ordinance or under the conditions of the XP and, where applicable, EXP in so far as such duties have not been imposed only on the contractors as Nominated Permittees under the Land (Miscellaneous Provisions) Ordinance.

4.	Interface parties	(a)	The Purchaser shall coordinate thoroughly with the following interface parties whose works will involve interfacing with the Service, and shall agree with these parties the details of interfaces and interfacing construction arrangement including programme of works interfacing the Service, the details between the works under interface parties and the Service, site activities, access arrangement, construction sequences, methodology and working spaces. These interfacing parties include, but not be limited to the following:	
			i.	The designer(s), consultant(s) and contractor(s) of Contract No. YL/2023/04 - Hung Shui Kiu/Ha Tsuen New Development Area Second Phase Development - Contract 4 - Site Formation and Engineering Infrastructure Works (hereinafter referred to as "YL/2023/04").
			ii.	The designer(s), consultant(s) and contractor(s) of Contract No. YL/2023/05 - Hung Shui Kiu/Ha Tsuen New Development Area Second Phase Development - Contract 5 - Site Formation and Engineering Infrastructure Works (hereinafter referred to as "YL/2023/05").
			iii.	The designer(s), consultant(s) and contractor(s) of Contract No. YL/2023/06 - Hung Shui Kiu/Ha Tsuen New Development Area Second Phase Development - Contract 6 - Site Formation and Engineering Infrastructure Works (hereinafter referred to as "YL/2023/06").
			iv.	CEDD and their designer(s), consultant(s) and contractor(s) of Agreement No. CE7/2024 (HY) - Road Works for Smart and Green Mass Transit System (SGMTS) Phase 1 in Hung Shui Kiu / Ha Tsuen New Development Area Investigation, Design and Construction / Green Transit System (GTS) for Hung Shui Kiu / Ha Tsuen New Development Area.
			v.	Developers and their designer(s), consultant(s) and contractor(s) of sites for Logistics Facility (Site 3-29 as shown in Annex I).
			vi.	Architectural Services Department (ArchSD) / LCSD / relevant Government Departments and their designer(s), consultant(s) and contractor(s) for local open space at Site 3-37 as shown in Annex I.
			vii.	The stakeholders of the existing villages such as San Sang San Tsuen / houses / residential buildings, buildings, etc. to the boundaries of the site.

			viii.	Yuen Long District Office and their contractor(s) for the maintenance / improvement works.
			ix.	District and/or maintenance works by contractors of HyD and other concerned departments.
			x.	Utility undertakings (including but not limited to DSD, WSD, EMSD, CLP Power Hong Kong Limited, The Hong Kong and China Gas Company Limited, Hong Kong Broadband Network Limited, Hong Kong Telecommunications (HKT) Limited, HGC Global Communications Limited, Hong Kong Cable Television Limited, Wharf T&T Limited) and their contractors.
			xi.	Any contractor(s) with valid Excavation Permit.
		(b)	The Purchaser's attention is drawn to the interfaces with other works to be undertaken in the vicinity the Service, in particular the items as listed below. The Purchaser shall liaise with the interface parties, relevant management and maintenance parties and authorities and the Government Representatives.	
			i.	The Purchaser shall coordinate with the interface parties on the temporary drainage management to prevent drainage performance of any existing drainage and stormwater collection system being adversely affected; to avoid stormwater from getting into low point area; and to avoid causing any flooding hazards to the surrounding lands and associated drainage systems. The Purchaser shall coordinate with the interface parties to maintain the temporary drainage system until the completion of the permanent drainage system and ensure that the operation of the temporary drainage system is adequate and effective throughout the Service and provide enhancement to the temporary drainage systems when necessary. The Purchaser shall also coordinate and liaise with the interface parties including YL/2023/05 and YL/2023/06 on the construction programme of Road P1 and associated site formation and retaining structures, the drainage system within Site 3-32 as shown in Annex I and the drainage system at Road L30 as shown in Annex I to avoid the flooding to the existing graves to be retained near Site 3-32 as shown in Annex I.
			ii.	During the construction of the Service, the Purchaser shall coordinate with the interface parties including YL/2023/05, YL/2023/06, SGMTS in HSK/HT NDA, open space at Site 3-37 as shown in the Annex I, on the arrangement of hoarding and / or fencing between the

				boundaries of the site under interface parties and the Service. The Purchaser shall also carry out monitoring of settlement and movement of adjacent ground and adjoining construction sites and take all necessary precautions to protect the completed works of the Service from the effects of vibration, undermining, or other earth movements which may cause by the construction works in the proximity to the Service.
			iii.	The Purchaser shall coordinate and liaise with interface parties including YL/2023/05, YL/2023/06, open space at Site 3-37 as shown in Annex I on the lead in locations, invert level and manholes, valves location, road levels, road geometry, roadworks, site formation, geotechnical structures, amenity and interface details between the works under interface parties and the works under Site 3-32 and Site 3-33 as shown in Annex I prior to the commencement of the construction works of at Site 3-32 and Site 3-33 as shown in Annex I. Prior to the commencement of the Service, the Purchaser shall liaise with interface parties YL/2023/05,, YL/2023/06, SGMTS in HSK/HT NDA and open space at Site 3-37 as shown in Annex I on their works programme, the construction activities, construction space required / methodology, etc., in particular the construction programme of Road D5, Road L30, SGMTS, the site formation works, drainage system, sewerage system and water supply works adjacent to Site 3-33 and at Site 3-32 as shown in Annex I.
				The Purchaser shall arrange and participate the joint inspections and site walks with relevant Purchaser's representatives and interface parties when necessary.
			iv.	The Purchaser shall coordinate with interface parties YL/2023/04, YL/2023/05, YL/2023/06 and SGMTS in HSK/HT NDA to gain access for the Service. This access arrangement shall be fully coordinated through meetings, inspections and documented for subsequent implementation. Detailed arrangement including but not limited to the exact extent, timing and working spaces at the interface between the Service and the interface parties are to be agreed and coordinated.
			v.	The Purchaser shall liaise closely with the interface parties to agree reasonable, uninterrupted, free and safe construction accesses as well as the delivery routes for the Service. The Purchaser shall agree with the interface parties on an evacuation plan for emergency and obtain the agreement from the Government representatives. The Purchaser shall also be responsible for setting up his own security system for the Service.

				The Purchaser shall allow the village representatives / local resident / public to have reasonable and safe access to existing graves that next to the Site 3-32 as shown in Annex I and adjoining San Sang San Tsuen.
5.	Location and access		The SFW shall be located as shown in the drawings as detailed in Annex I of this Technical Schedule. Existing Ha Tsuen Road (Road D5), Tin Ha Road, Ping Ha Road, Road L1 and Road L30 are the main access to the SFW.	
6.	Existing Tree(s)		Existing trees, if any, on site or adjoining the site should be protected and preserved by incorporating them into the new landscape design. Should pruning / transplanting / felling be deemed necessary, the Purchaser shall be responsible for obtaining statutory approval from CEDD and any other relevant authority and for the cost associated with tree retention (including protection and pruning) / transplanting / felling plus 12-month Establishment Works for the protected/transplanted trees.	
7.	Readiness		The Service shall be designed and constructed as self-contained facilities capable of being wholly managed and maintained by the Government independently.	
8.	Inclusion		The Service shall be provided with full fitting-out provisions that fulfill the requirements stated in Annex I of this Technical Schedule. Provisions shall be provided in accordance with Annex I of this Technical Schedule, together with any other necessary associated and ancillary maintenance spaces, services, facilities and items as may be required and deemed necessary by the Government Representatives.	

9.	Materials and Workmanship	(a)	The Service shall be designed and constructed by the Purchaser in accordance with good practice generally and to the particular requirements of this Technical Schedule in such a way that future maintenance costs and energy costs are minimized and to a standard at least as high as that achieved in comparable Government-built facilities. Materials and workmanship for all external finishes and features that form an integral part of the Service shall be low maintenance, environmentally friendly, in compliance with all standards indicated herein or as may be required by the Government Representatives, and shall be compatible with the finishes and features of other integral or adjacent accommodation within the lot erected by the Purchaser in accordance with the C/S. Particular attention should be given to appropriate specifications and detailing due to heavy-duty use and potential vandalism to which public open spaces are liable. The Purchaser shall comply with all latest versions of statutory Ordinances, Regulations, standards, specifications and Codes of Practice relevant to public works contracts in the Hong Kong Special Administrative Region ("Hong Kong").
		(b)	The Purchaser shall engage the approved suppliers or specialist contractors on the "List of Approved Suppliers of Materials and Specialist Contractors for Public works" as listed in https://www.devb.gov.hk/en/construction_sector_matters/contractors/supplier/index.html for the Service as necessary.
		(c)	The Purchaser shall warrant that all professional skill and care shall be exercised in the preparation of the design of the Service and in the preparation of all details and calculations relating thereto.

10.	Responsibilities		The Purchaser is entirely responsible for the design, supervision and construction of the Service irrespective of any vetting, checking or inspections/comments that may be carried out or given by the Government Representatives. The submission of design proposals to or the inspection of the construction works by, or any agreements/acceptances by the Government Representatives shall not relieve the Purchaser from his responsibility for satisfactory compliance with the above stipulations and requirements under this Technical Schedule. The Purchaser is entirely responsible for the handover of the Servies to relevant management and maintenance parties and authorities. The Purchaser shall not consider the Service be substantially completed without the prior agreement from the Government Representatives.
11.	Submissions	(a)	The Purchaser shall submit his design proposals for the Government Representatives' agreement for the Service for all stages, including all relevant layout plans, sections, elevations, details, etc. The relevant Government departments and authorities, should be consulted and agreed on the detailed design and submissions of the Service before implementation. The plans shall be at a scale of 1:200 or larger and shall contain information on the design proposals of the Service or other scale as instructed by the Government Representatives, including a survey and treatment of existing trees, site layout, site formation levels, general arrangement, details, and such other information as the Government Representatives may require. All submissions shall comply with requirements in the relevant guidance notes, technical circulars, memorandum, practice notes and code of practice, design manual, etc. issued by CEDD, HyD, DSD, WSD, TD, Planning Department, Bureaus and Buildings Department.
		(b)	The extent, boundary, location and the term of "the Service" shall be clearly demarcated in all submissions, including general layout plans of the Service to demonstrate the design and disposition are in compliance with lease conditions.
		(c)	Samples of all proposed finishing materials and major building services installations (with samples if on request by the Government Representatives) shall be submitted for the Government Representatives' agreement prior to the placement of orders.

		(d)	The Purchaser shall prepare presentation papers and drawings and make presentations to the concerned District Council and relevant management and maintenance departments as and when requested by the Government Representatives.
		(e)	The Purchaser shall allow sufficient lead-time, at least 30 calendar days shall be allowed after receiving the submissions, for the Government Representatives to comment on the submissions.
12.	Approvals/ agreements		All references to approval/agreement in this Technical Schedule shall be deemed to be approval/agreement in writing by the specified approving/agreeing parties and all submissions for approval/ agreement shall be made at an early date. The Purchaser shall allow sufficient lead-time for the Government Representatives to comment on design/materials submissions. Programme of submission shall also be submitted in advance to the Government Representatives to facilitate the checking process in master layout stage and also during various design stages and project stages.
			Agreement of the submissions shall be limited to standards of provision, general safety and general principles of design. The Purchaser shall be responsible for the detailed design and shall ensure that such design complies fully with the requirements of this Technical Schedule and the specifications referred to herein, as well as all currently enforced Ordinances, Regulations, Code of Practices, Circulars, etc. The Purchaser is entirely responsible for the design, supervision and construction of the Service, irrespective of any approval / agreement, vetting, checking or inspections/comments that may be carried out or given by the Government Representatives. Any pertaining approval / agreement / acceptance from the Government Representatives shall not relieve the Purchaser from his responsibilities for satisfactory compliance with the stipulations. The Purchaser shall not consider the Service be substantially completed without the prior agreement from the Government Representatives.

13.	Inspections and Induction		The Purchaser shall conduct/arrange site inspections/ meetings as and when required by the Government Representatives, including but not limited to the followings:	
			-	before substantial completion;
			-	upon substantial completion;
			-	prior to handover;
			-	for handover;
			-	at the end of the Defects Liability Period
			-	for briefing(s) on specified electrical/mechanical and/or other installations; and
			-	at any times as may be required by the Government Representatives.
			to be attended by the Government staff and/or their agents, and as required by the Government Representatives. On completion of the Service, the Purchaser shall conduct/arrange briefing and training sessions, on all aspects of the electrical/mechanical or other installations related to the Service to be attended by the Government staff and/or their agents, to the satisfaction of the Government Representatives.		
14.	Record Drawings and Documents to be Provided		The Purchaser shall provide within 8 weeks from the respective dates of delivery of possession of the Service, **three (3)** complete sets, or otherwise specified, of the following documents in relation to the Service to the Government Representatives:	
		(a)	As-built/installed, scaled and dimensioned record site formation works drawings, site formation drainage details, structural and geotechnical drawings (including layout plans and details drawings), in the agreed format;	
		(b)	Paper prints for all drawings as (a) above;	

		(c)	Computer disk for all the as-built/installed drawings as (a) above and the digital files consolidating all approved revisions. The CAD drawings shall be prepared conforming to the CAD Standard for Works Project version 1.03.00 (or later versions as agreed between the Purchaser and the Government departments from time to time) as posted on the Development Bureau's web site http://www.devb.gov.hk/cswp; Each computer disk shall be in CD-ROM/ DVD-ROM, labelled, with cross reference to a printed list of files detailing the contents and purpose of each files and supplied in the sturdy plastic container; The draft as-built drawings shall be submitted to the Government Representatives for comment one month before the completion of construction on the Service;
		(d)	Fire Service Installation Certificate and Dangerous Goods Store License (if applicable);
		(e)	Operation, maintenance manuals and test reports for all systems, plant, equipment and other items as appropriate which shall be bound in separate volumes for different systems;
		(f)	Any other essential drawings, information, details and certificates relating to the Yellow Area and Yellow Stippled Black Area as may be required by the Government Representatives;
		(g)	Maintenance Manual for the General and Specific Basic Provisions to be handed over to relevant management and maintenance departments covering list of items of works and installations requiring routine maintenance, the recommended frequency of routine maintenance inspection and the recommended maintenance cycle of works and installations;
		(h)	Structural statutory compliance certificate and Checking Report (when structural / geotechnical design submission to the Government Representatives is required);
		(i)	Schedule of keys;
		(j)	For record drawings and documents submission related to BIM, please refers to the advisory requirement under the related clauses of this Technical Schedule; and
		(k)	Any other essential information, details and certificates relating to the Service as may be requested by the Government Representatives.

		(l)	All items above and a draft of the Maintenance Manual shall be submitted before the handover.	
15.	Defects Liability and Maintenance		The Purchaser shall at his own expense provide free maintenance for the Service within the Defects Liability Period (as defined in Special Condition No. (4)(l)(i)(II) of the C/S). The free maintenance shall include routine maintenance of all plant and equipment, emergency repairs and fault attendance. Maintenance of building services systems shall be in accordance with the requirements as stipulated in the GS. A maintenance schedule shall be submitted to the Government Representatives for agreement prior to the handover of the Service. All relevant Certificates for compliance with statutory requirements if expired before the end of the Defects Liability Period (as defined in Special Condition No. (4)(l)(i)(II) of the C/S) shall be renewed.	
16.	The SFW Requirements	The Service shall be designed and constructed to the satisfaction of the Government Representatives to incorporate, inter alia, the following requirements wherever applicable:		
	Safety	(a)	The SFW design shall also take into account safety aspects;	
		(b)	The boundaries of the Service shall be demarcated as appropriate in accordance with Annex I of this Technical Schedule and/or as agreed with the Government Representatives.	
		(c)	The Purchaser shall comply with all latest versions of statutory Ordinances, Regulations, standards, specifications and Codes of Practice relevant to public works contracts in Hong Kong.	
17.	Waste Management Requirements		The Purchaser shall control contractor and construction works sites on proper Construction and Demolition Material ("the C&DM") management and disposal by preparing and implementing a plan setting out the waste management measures. The plan shall include appropriate mitigation means to avoid, reduce, reuse and recycle inert construction waste including proper control measures or steps be taken during day-to-day operation. The Purchaser shall provide the following measures into the works contract for implementation at the construction stage so as to reduce generation and disposal of the C&DM:	
			(a)	separation of non-inert and inert portions of the C&DM for disposal;
			(b)	re-use of suitable excavated materials as general filling material on-site to minimize off-site disposal of the C&DM;

			(c)	use of prefabricated formwork for temporary works on site to minimize generation of the C&DM; and
			(d)	control the disposal of the C&DM to the designated public filling facility and landfill by a trip-ticket system.

List of Annex

Annex I	Drawings - Large-Scale Land Disposal in HSK/HT NDA Overall Layout - Part of Site (H4) Setting Out - Part of Site (H5) Setting Out - General Layout - Road Lighting Demolition - Site Formation Works Layout - Hydroseeding Layout - Drainage Layout - Sewerage Layout - Fresh Water Supply Works Layout - Flushing Water Supply Works Layout - Existing and Proposed Power Cables - Existing and Proposed Gas Mains - Existing and Proposed Telecom Layout

Annex I

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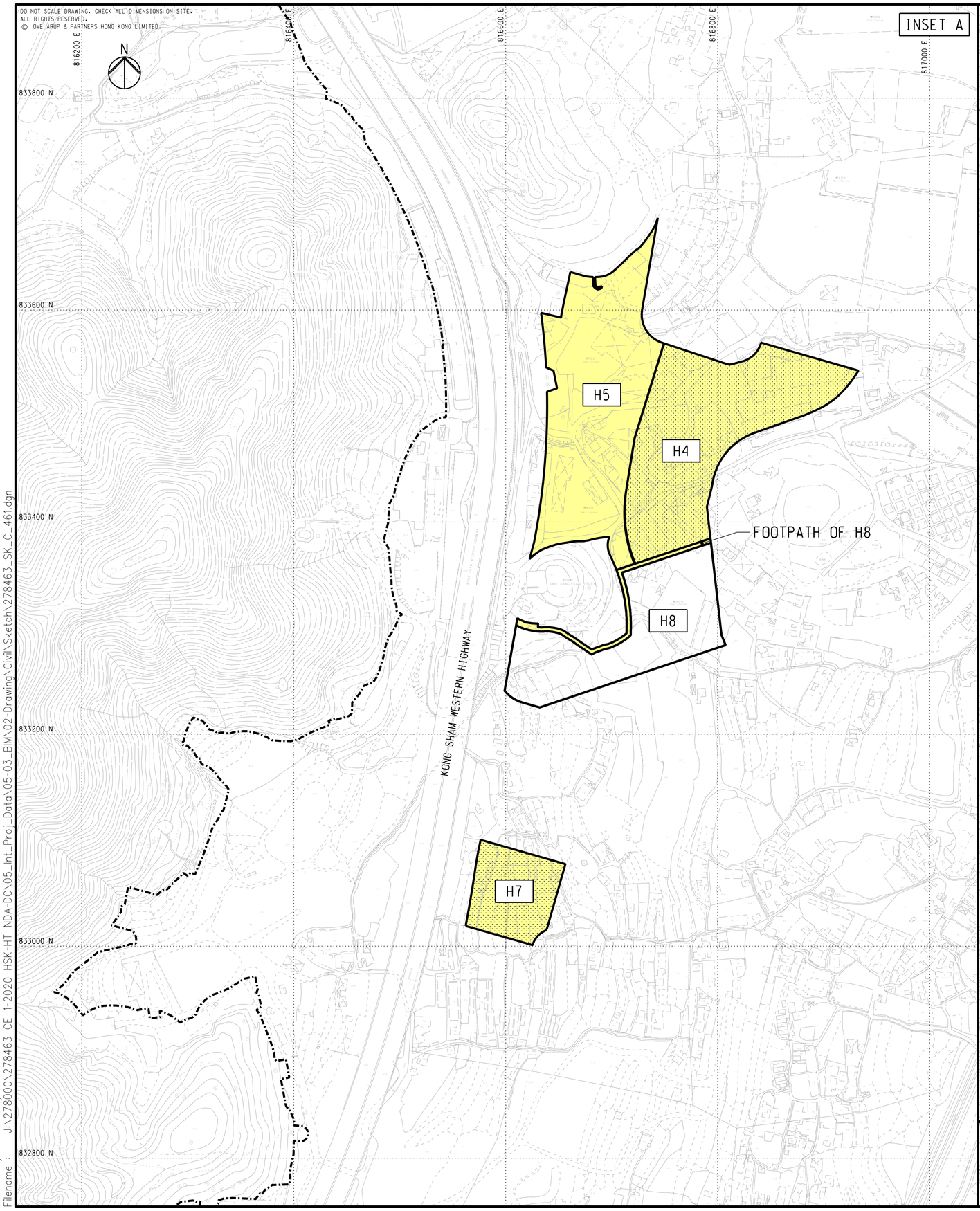

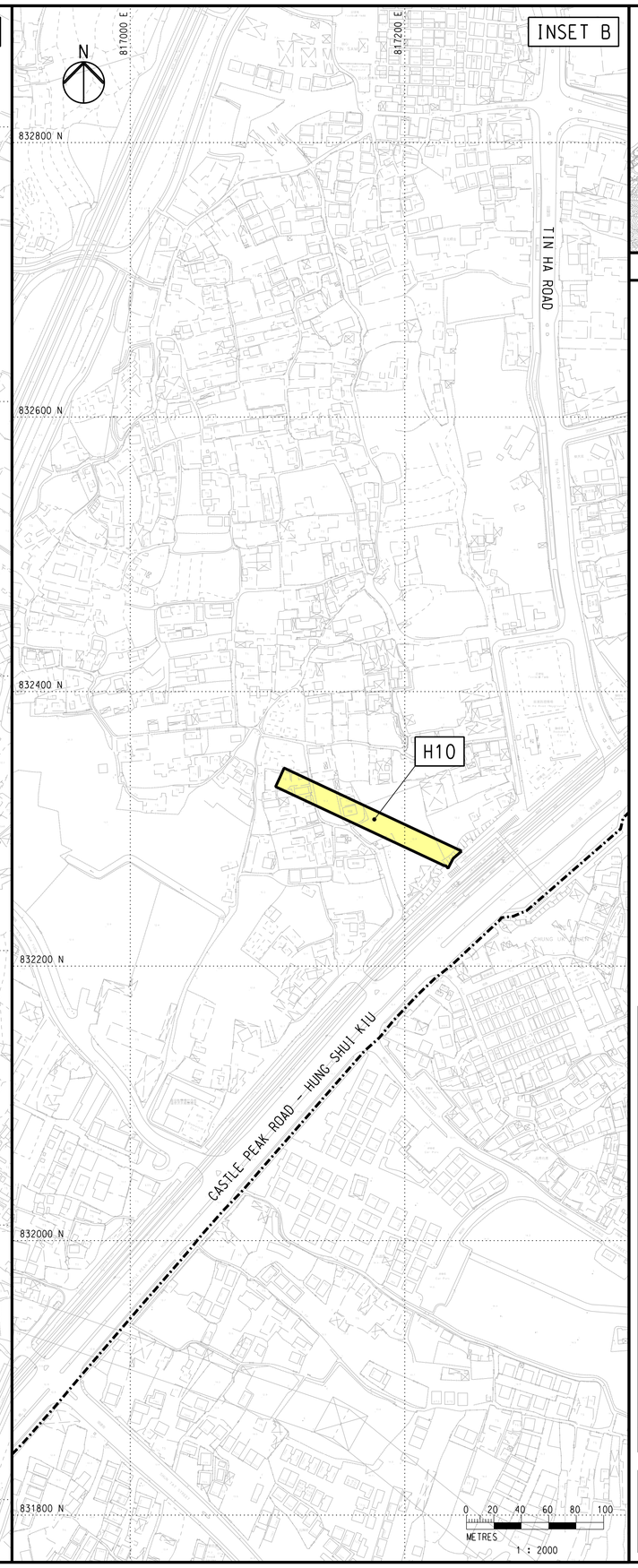

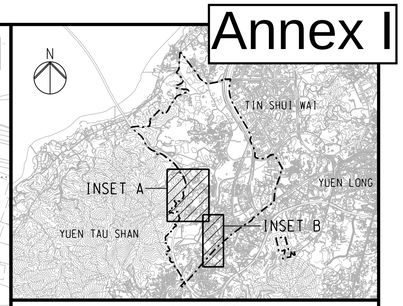

KEY PLAN

LEGEND

SITE BOUNDARY

AREA	SITE NO.
H4	SITE 3-33
H5	SITE 3-32
H7	SITE 4-2
H8	SITE 3-37
H10	PEDESTRIAN STREET

Rev	Description	By	Date
C	THIRD ISSUE	KF	12/25
B	SECOND ISSUE	KF	12/25
A	FIRST ISSUE	KF	09/25

Consultant

ARUP

Project Title

Agreement No. CE 1/2020 (CE)
Hung Shui Kiu / Ha Tsuen
New Development Area Package A
Works for Second Phase Development
– Design and Construction

Drawing title

LARGE-SCALE LAND DISPOSAL
IN HSK / HT NDA
OVERALL LAYOUT PLAN

Drawing no.	Rev.
278463/SK/C/461	C

Drawn	Date	Checked	Approved
RY	09/25	EH	KKC

Scale	Status
1:2000 @ A1	PRELIMINARY

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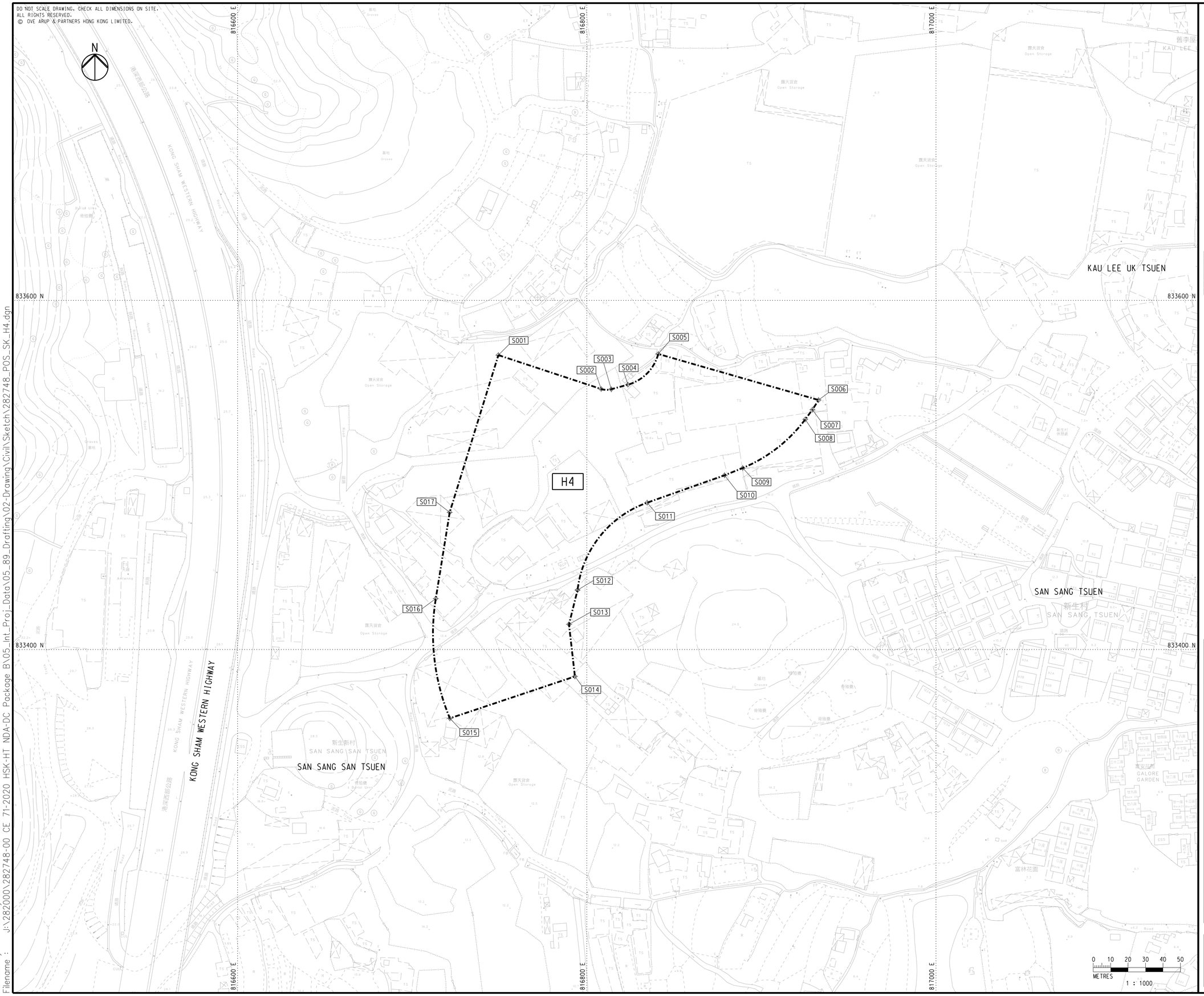

LEGEND

PART OF SITE (H4)

S001 SETTING OUT POINT

SETTING OUT POINT	EASTING	NORTHING
S001	816749.369	833568.638
S002	816808.236	833549.233
S003	816814.040	833549.094
S004	816823.570	833551.738
S005	816840.919	833569.311
S006	816932.757	833542.921
S007	816929.233	833537.367
S008	816925.119	833531.842
S009	816889.326	833503.984
S010	816878.889	833499.820
S011	816834.590	833484.125
S012	816794.694	833434.055
S013	816789.806	833414.459
S014	816793.216	833384.578
S015	816721.569	833360.596
S016	816713.524	833429.162
S017	816721.489	833478.580

CURVE CENTER	EASTING	NORTHING	RADIUS
S002-S003	816811.367	833558.730	10.000
S004-S005	816816.939	833575.635	24.800
S008-S009	816856.777	833582.728	85.206
S011-S012	816854.795	833427.097	60.502
S015-S016	816838.321	833409.050	126.407

Rev	Description	By	Date
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B	SECOND ISSUE	KF	12/25
A	FIRST ISSUE	KF	07/25

Consultant

ARUP

Project Title

Agreement No. CE 71/2020 (CE)
Hung Shui Kiu / Ha Tsuen
New Development Area Package B
Works for Second Phase Development
– Design and Construction

Drawing title

PART OF SITE (H4)
SETTING OUT PLAN

Drawing no.			Rev.
282748/POS/SK/H4			C
Drawn RY	Date 07/25	Checked EH	Approved KKC
Scale 1:1000 @ A1		Status PRELIMINARY	

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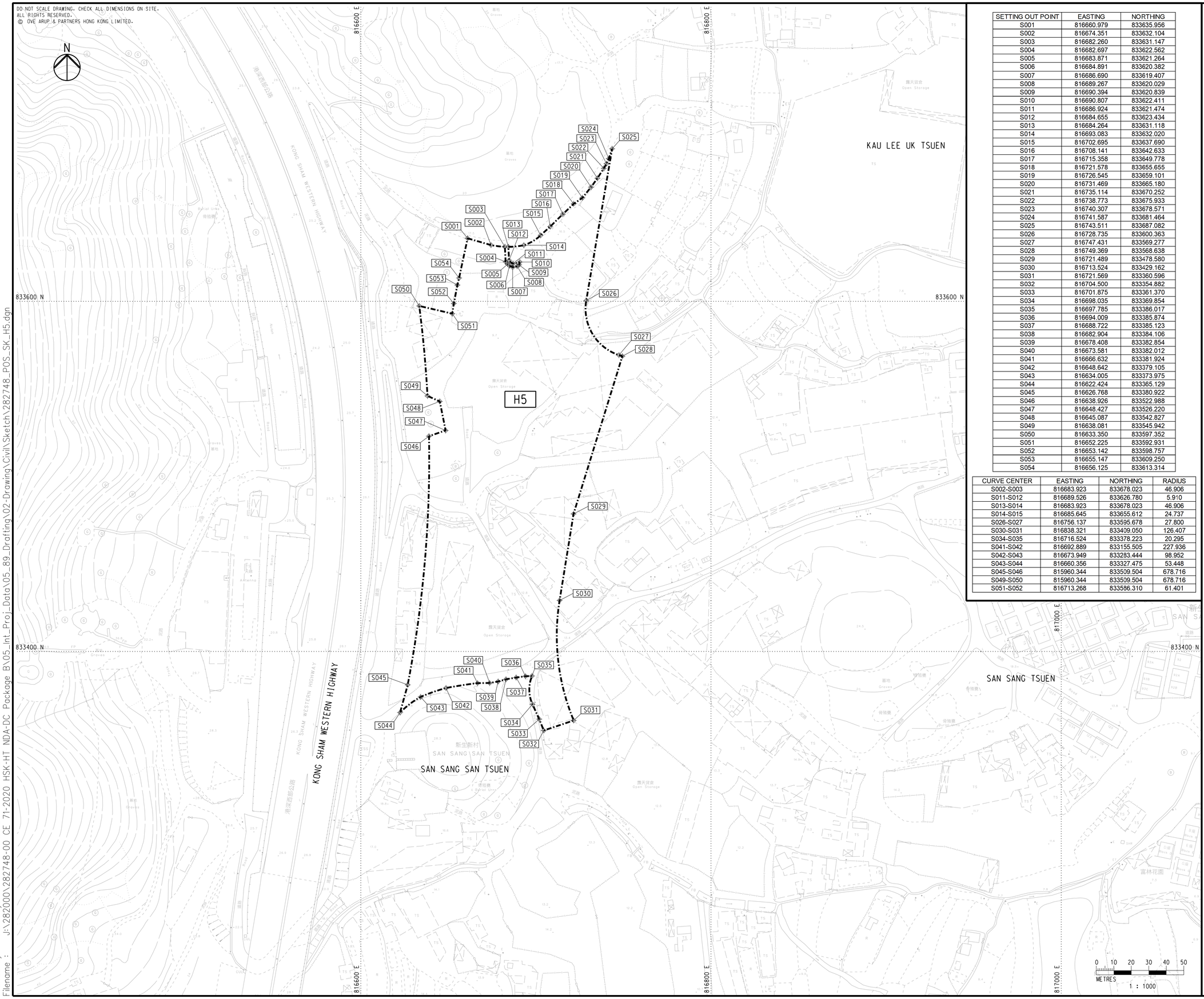

SETTING OUT POINT	EASTING	NORTHING
S001	816660.979	833635.956
S002	816674.351	833632.104
S003	816682.260	833631.147
S004	816682.697	833622.562
S005	816683.871	833621.264
S006	816684.891	833620.382
S007	816686.690	833619.407
S008	816689.267	833620.029
S009	816690.394	833620.839
S010	816690.807	833622.411
S011	816686.924	833621.474
S012	816684.655	833623.434
S013	816684.264	833631.118
S014	816693.083	833632.020
S015	816702.695	833637.690
S016	816708.141	833642.633
S017	816715.358	833649.778
S018	816721.578	833655.655
S019	816726.545	833659.101
S020	816731.469	833665.180
S021	816735.114	833670.252
S022	816738.773	833675.933
S023	816740.307	833678.571
S024	816741.587	833681.464
S025	816743.511	833687.082
S026	816728.735	833600.363
S027	816747.431	833569.277
S028	816749.369	833568.638
S029	816721.489	833478.580
S030	816713.524	833429.162
S031	816721.569	833360.596
S032	816704.500	833354.882
S033	816701.875	833361.370
S034	816698.035	833369.854
S035	816697.785	833386.017
S036	816694.009	833385.874
S037	816688.722	833385.123
S038	816682.904	833384.106
S039	816678.408	833382.854
S040	816673.581	833382.012
S041	816666.632	833381.924
S042	816648.642	833379.105
S043	816634.005	833373.975
S044	816622.424	833365.129
S045	816626.768	833380.922
S046	816638.926	833522.988
S047	816648.427	833526.220
S048	816645.087	833542.827
S049	816638.081	833545.942
S050	816633.350	833597.352
S051	816652.225	833592.931
S052	816653.142	833598.757
S053	816655.147	833609.250
S054	816656.125	833613.314

CURVE CENTER	EASTING	NORTHING	RADIUS
S002-S003	816683.923	833678.023	46.906
S011-S012	816689.526	833626.780	5.910
S013-S014	816683.923	833678.023	46.906
S014-S015	816685.645	833655.612	24.737
S026-S027	816756.137	833595.678	27.800
S030-S031	816838.321	833409.050	126.407
S034-S035	816716.524	833378.223	20.295
S041-S042	816692.889	833155.505	227.936
S042-S043	816673.949	833283.444	98.952
S043-S044	816660.356	833327.475	53.448
S045-S046	815960.344	833509.504	678.716
S049-S050	815960.344	833509.504	678.716
S051-S052	816713.268	833586.310	61.401

LEGEND

PART OF SITE (H5)

S001 SETTING OUT POINT

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C	THIRD ISSUE	KF	12/25
B	SECOND ISSUE	KF	12/25
A	FIRST ISSUE	KF	07/25

Consultant

ARUP

Project Title

Agreement No. CE 71/2020 (CE)
Hung Shui Kiu / Ha Tsuen
New Development Area Package B
Works for Second Phase Development
– Design and Construction

Drawing title

PART OF SITE (H5)
SETTING OUT PLAN

Drawing no.	Rev.
282748/POS/SK/H5	C

Drawn	Date	Checked	Approved
RY	07/25	EH	KKC

Scale	Status
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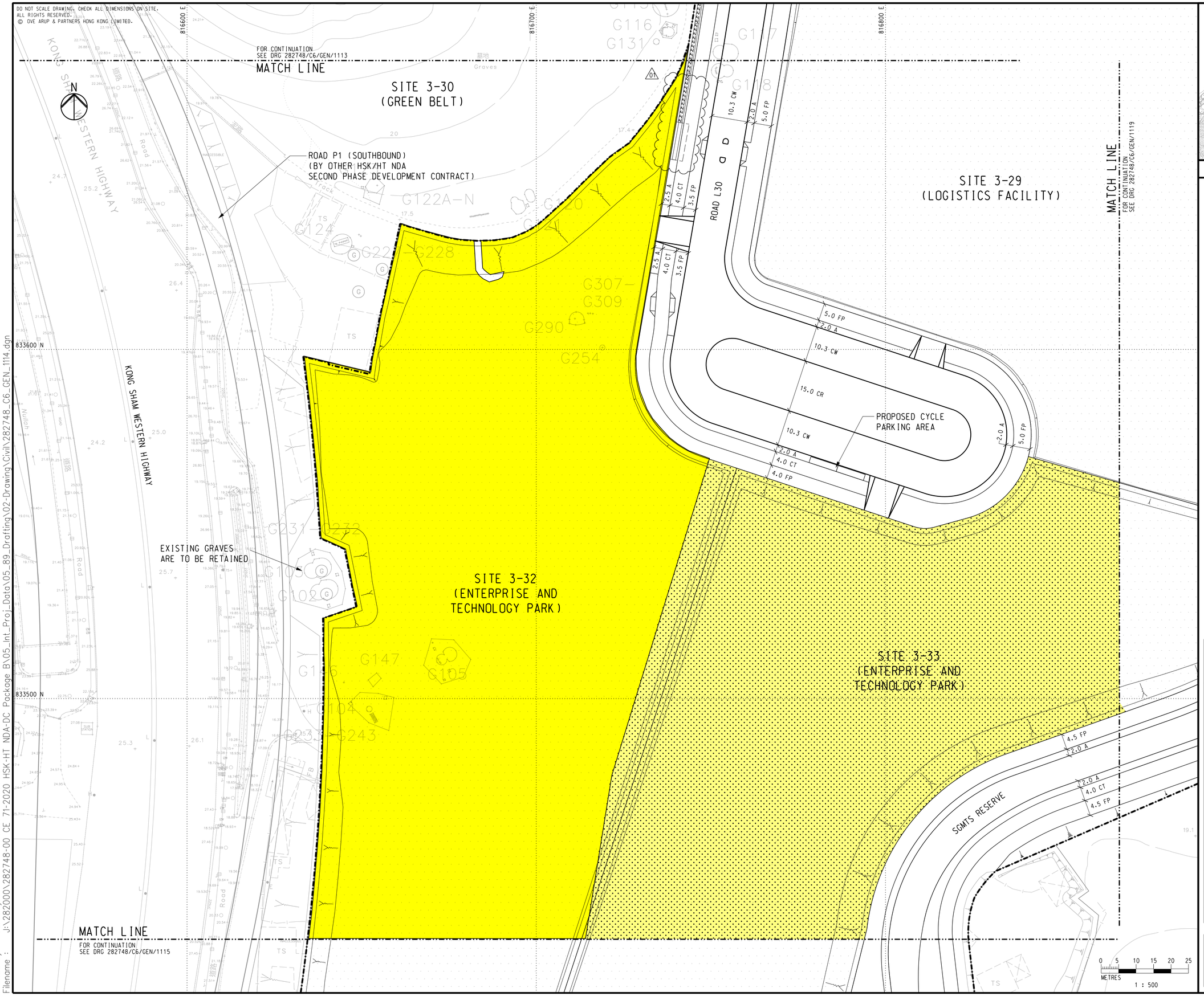

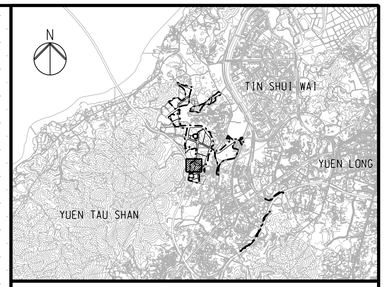

KEY PLAN

NOTES

1. FOR NOTES AND LEGEND, REFER TO DRWING NO. 282748/C6/GEN/1101.

Yellow Area

Yellow Stippled Black Area

Rev	Description	By	Date
01	TENDER ADDENDUM NO. 1	PY	01/25
00	TENDER ISSUE	PY	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

GENERAL LAYOUT PLAN
(SHEET 14)

Drawing no. 282748/C6/GEN/1114 Rev. 01

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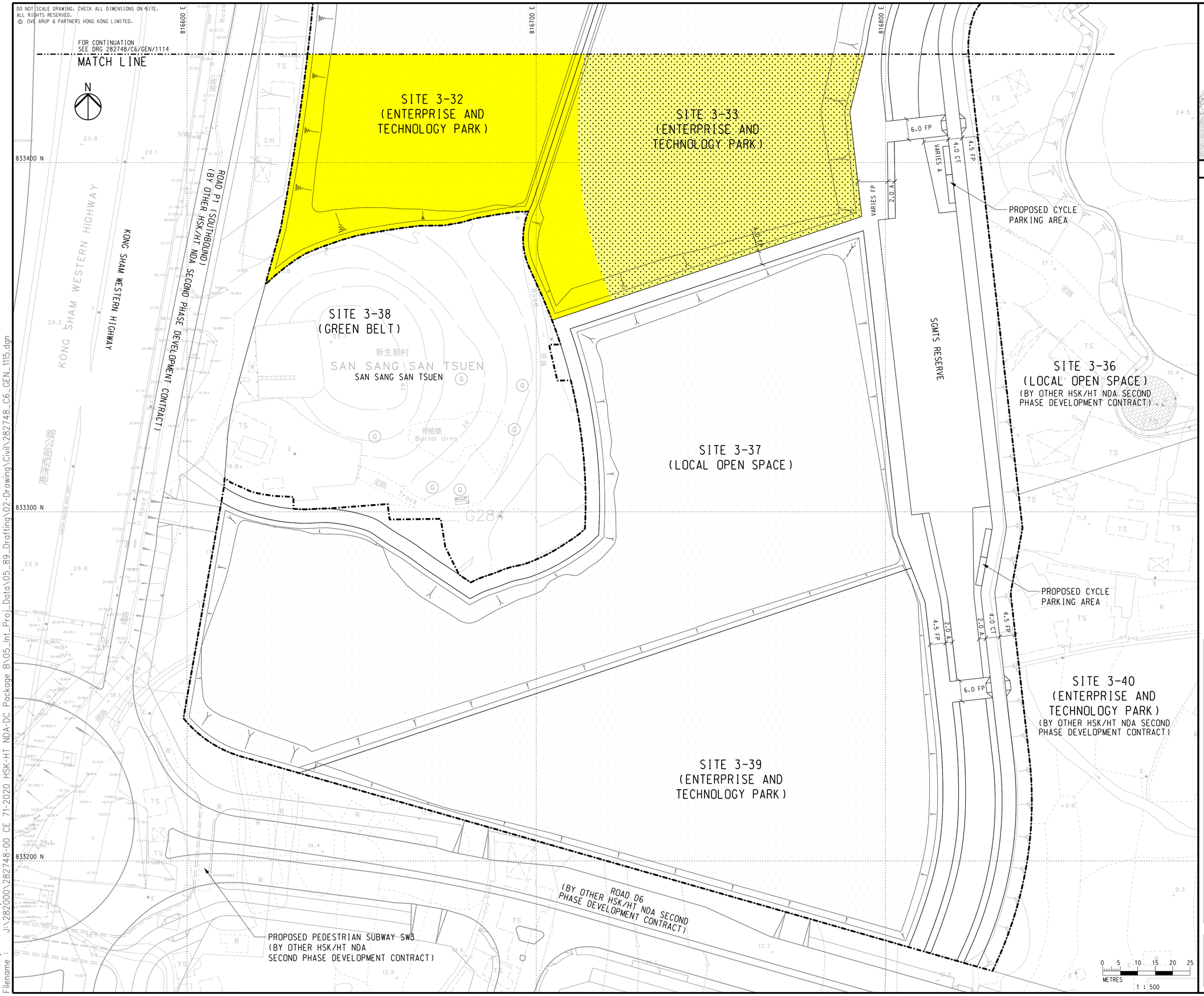

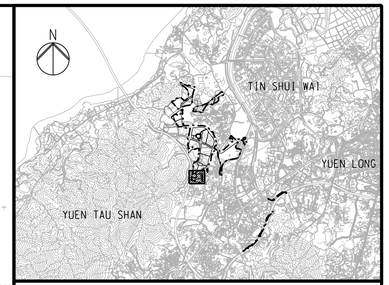

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1. FOR NOTES AND LEGEND, REFER TO DRWING NO. 282748/C6/GEN/1101.

Rev	Description	By	Date
00	TENDER ISSUE	PY	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

GENERAL LAYOUT PLAN
(SHEET 15)

Drawing no.	Rev.
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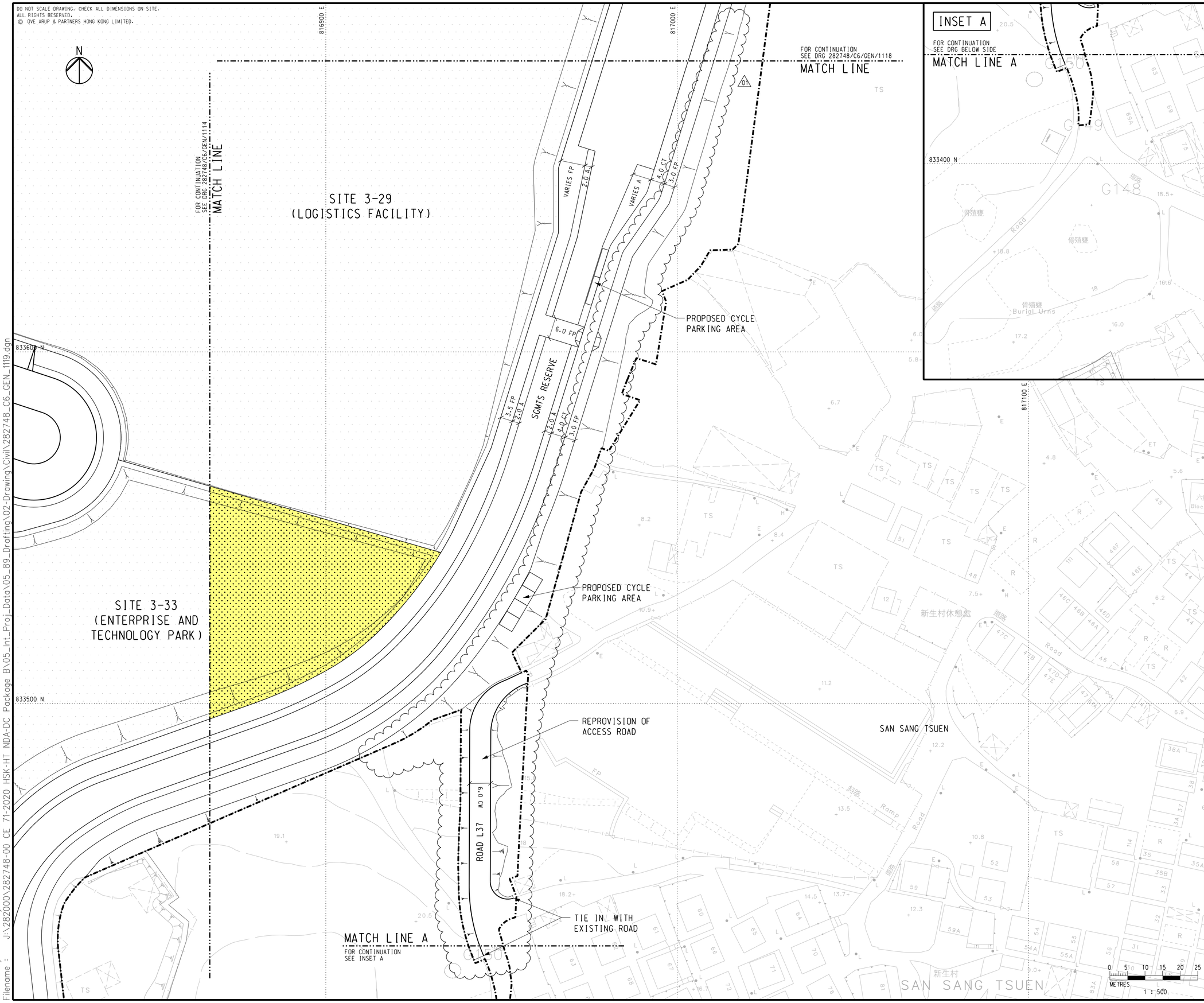

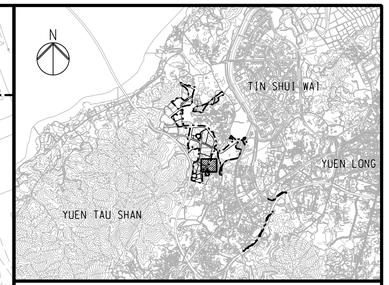

KEY PLAN

NOTES

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Rev	Description	By	Date
01	TENDER ADDENDUM NO. 1	PY	01/25
00	TENDER ISSUE	PY	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

GENERAL LAYOUT PLAN
(SHEET 19)

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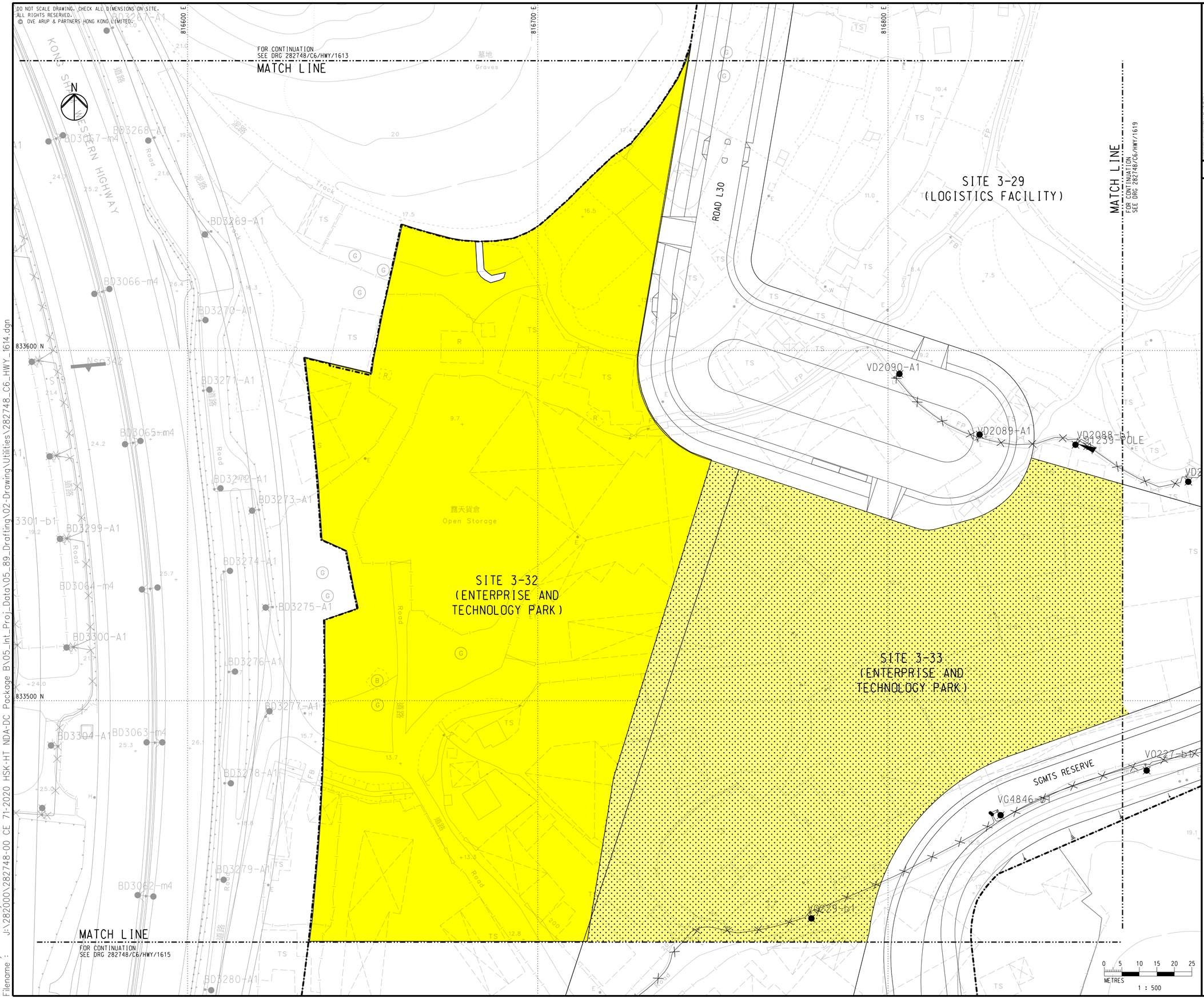

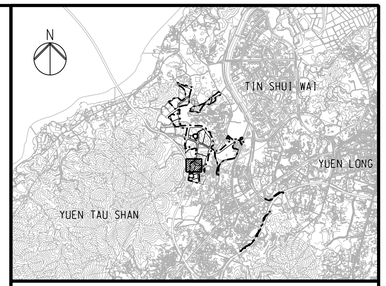

KEY PLAN

NOTES

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LEGEND

- BOUNDARIES OF THE SITE
- EXISTING LIGHTING FACILITIES
- EXISTING LIGHTING FACILITIES TO BE DEMOLISHED

Rev	Description	By	Date
00	TENDER ISSUE	PY	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

ROAD LIGHTING
DEMOLITION PLAN
(SHEET 14)

Drawing no.	Rev.
282748/C6/HWY/1614	00

Drawn	Date	Checked	Approved
MAN	12/24	EH	KKC

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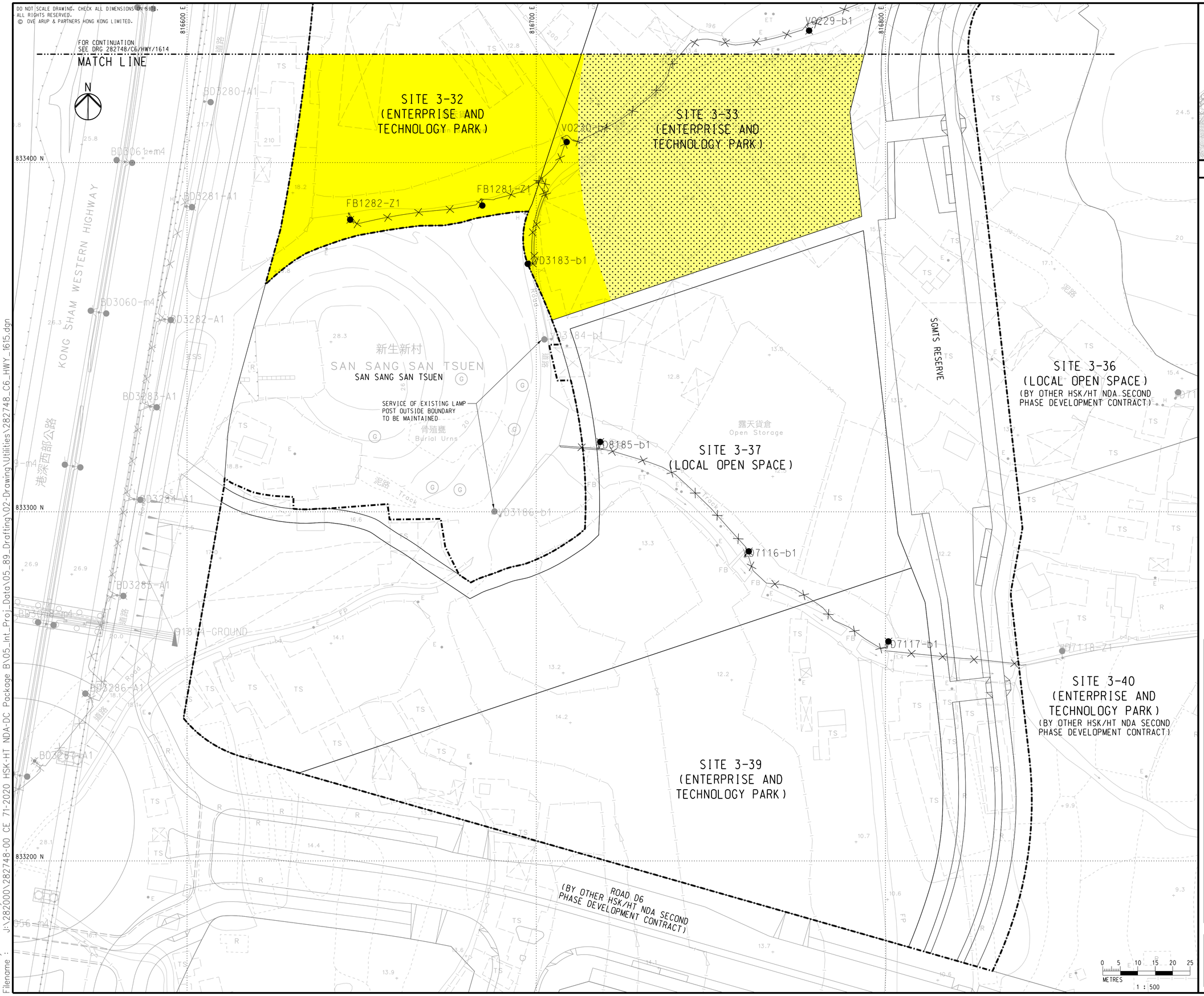

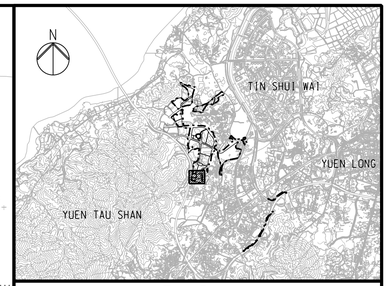

KEY PLAN

NOTES

1. FOR GENERAL NOTES AND LEGEND, REFER TO DRAWING NO. 282748/C6/HWY/1601.

LEGEND

- BOUNDARIES OF THE SITE
- EXISTING LIGHTING FACILITIES
- EXISTING LIGHTING FACILITIES TO BE DEMOLISHED

Rev	Description	By	Date
00	TENDER ISSUE	PY	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

ROAD LIGHTING
DEMOLITION PLAN
(SHEET 15)

Drawing no.	Rev.
282748/C6/HWY/1615	00

Drawn	Date	Checked	Approved
MAN	12/24	EH	KKC

Scale	Status
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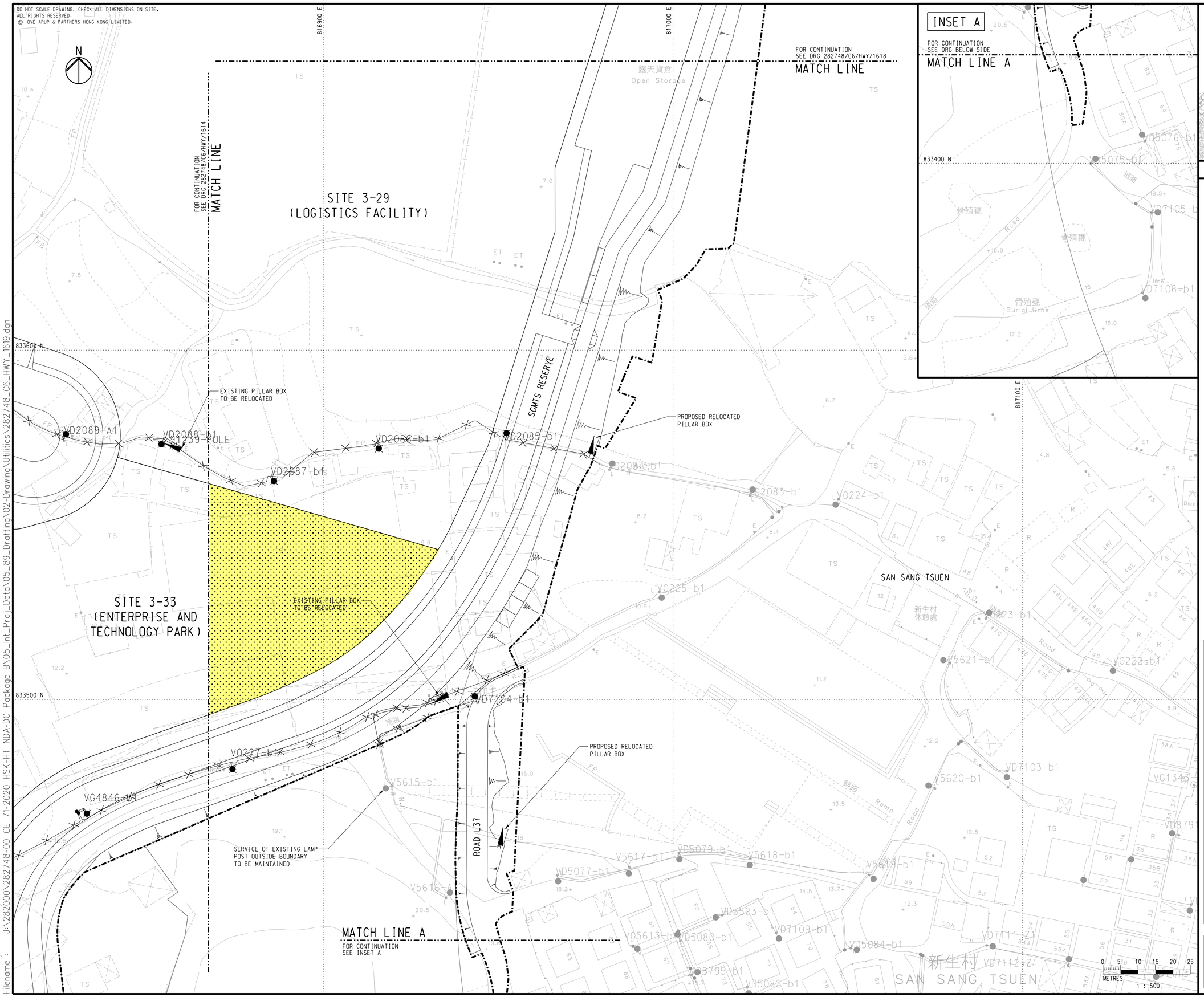

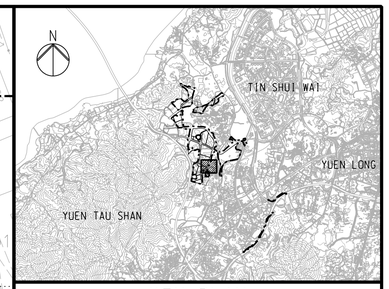

KEY PLAN

NOTES

1. FOR GENERAL NOTES AND LEGEND, REFER TO DRAWING NO. 282748/C6/HWY/1601.

LEGEND

- BOUNDARIES OF THE SITE
- EXISTING LIGHTING FACILITIES
- EXISTING LIGHTING FACILITIES TO BE DEMOLISHED

Rev	Description	By	Date
00	TENDER ISSUE	PY	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

ROAD LIGHTING
DEMOLITION PLAN
(SHEET 19)

Drawing no.			Rev.
282748/C6/HWY/1619			00
Drawn MAN	Date 12/24	Checked EH	Approved KKC
Scale 1:500 @ A1		Status TENDER	

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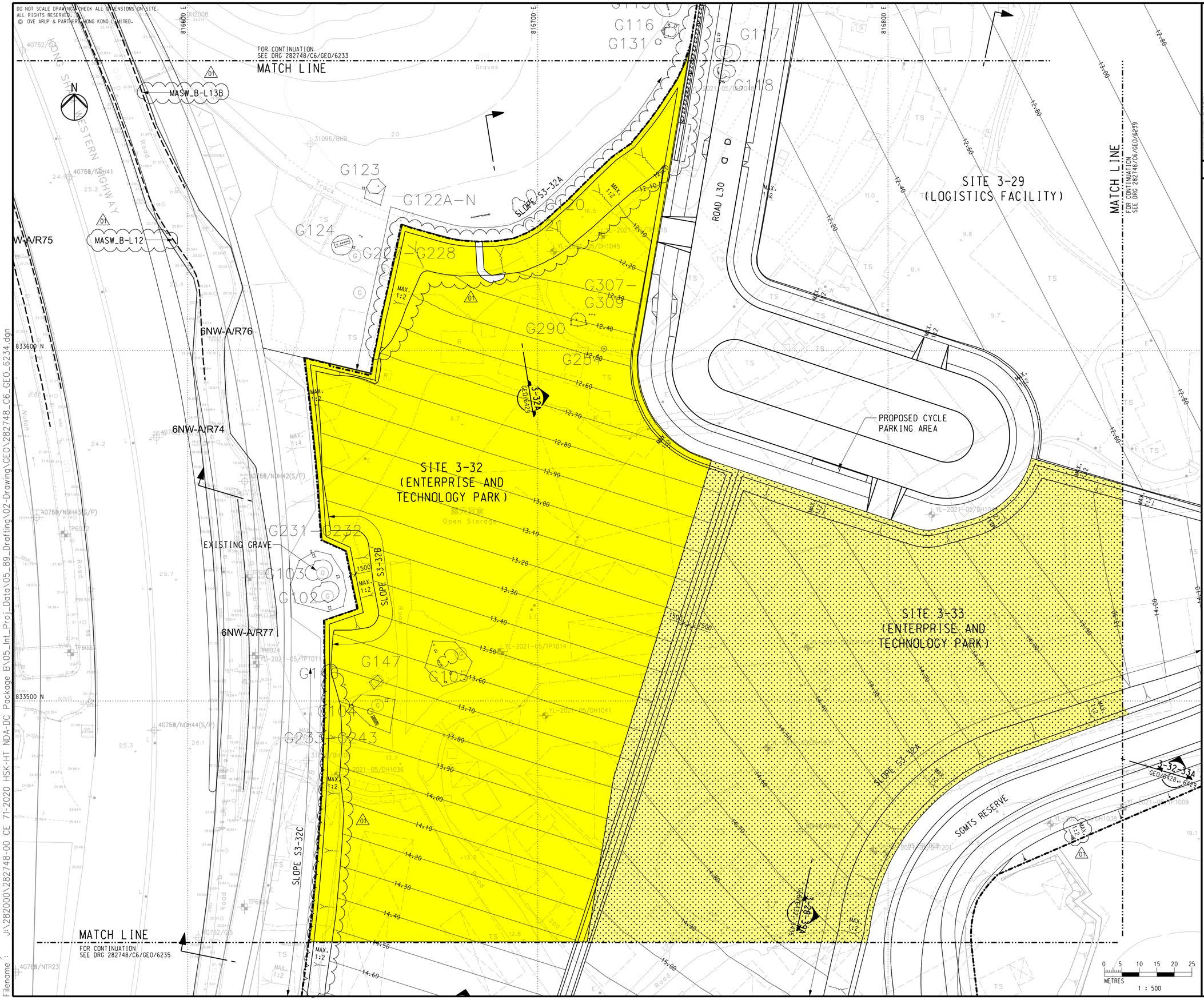

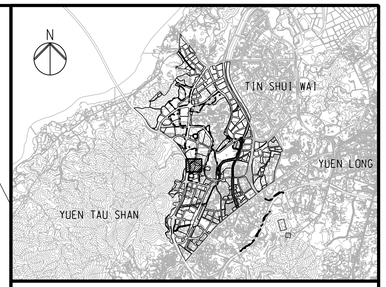

KEY PLAN

NOTES

1. FOR NOTES AND LEGENDS, REFER TO DRAWING NO. 282748/C6/GEO/6221.

LEGEND

	BOUNDARIES OF THE SITE
	EXISTING MASW GEOPHYSICAL SURVEY
+6.75	PROPOSED SITE FORMATION LEVEL
+7.70	CONTOUR LINE OF PROPOSED SITE FORMATION LEVEL
	PROPOSED CUT SLOPE
	PROPOSED FILL SLOPE 1(V) : 2(H) UNLESS OTHERWISE SPECIFIED
	EXISTING BOREHOLE
	EXISTING TRIAL PIT
	EXISTING BOREHOLE (PROJECT SPECIFIC)
	EXISTING TRIAL PIT (PROJECT SPECIFIC)
	EXISTING REGISTERED FEATURES
	EXISTING GRAVE / URN
+7.0	INDICATIVE FORMATION LEVEL BY OTHER HSK/HT NDA CONTRACT
	SITE FORMATION LEVEL TO FOLLOW EXISTING GROUND LEVEL

Rev	Description	By	Date
01	TENDER ADDENDUM NO. 1	MX	12/24
00	TENDER ISSUE	MX	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

SITE FORMATION WORKS
LAYOUT PLAN

(SHEET 14)

Drawing no.			Rev.
282748/C6/GEO/6234			01
Drawn DM	Date 12/24	Checked HYJL	Approved KKC
Scale 1:500 @ A1		Status TENDER	

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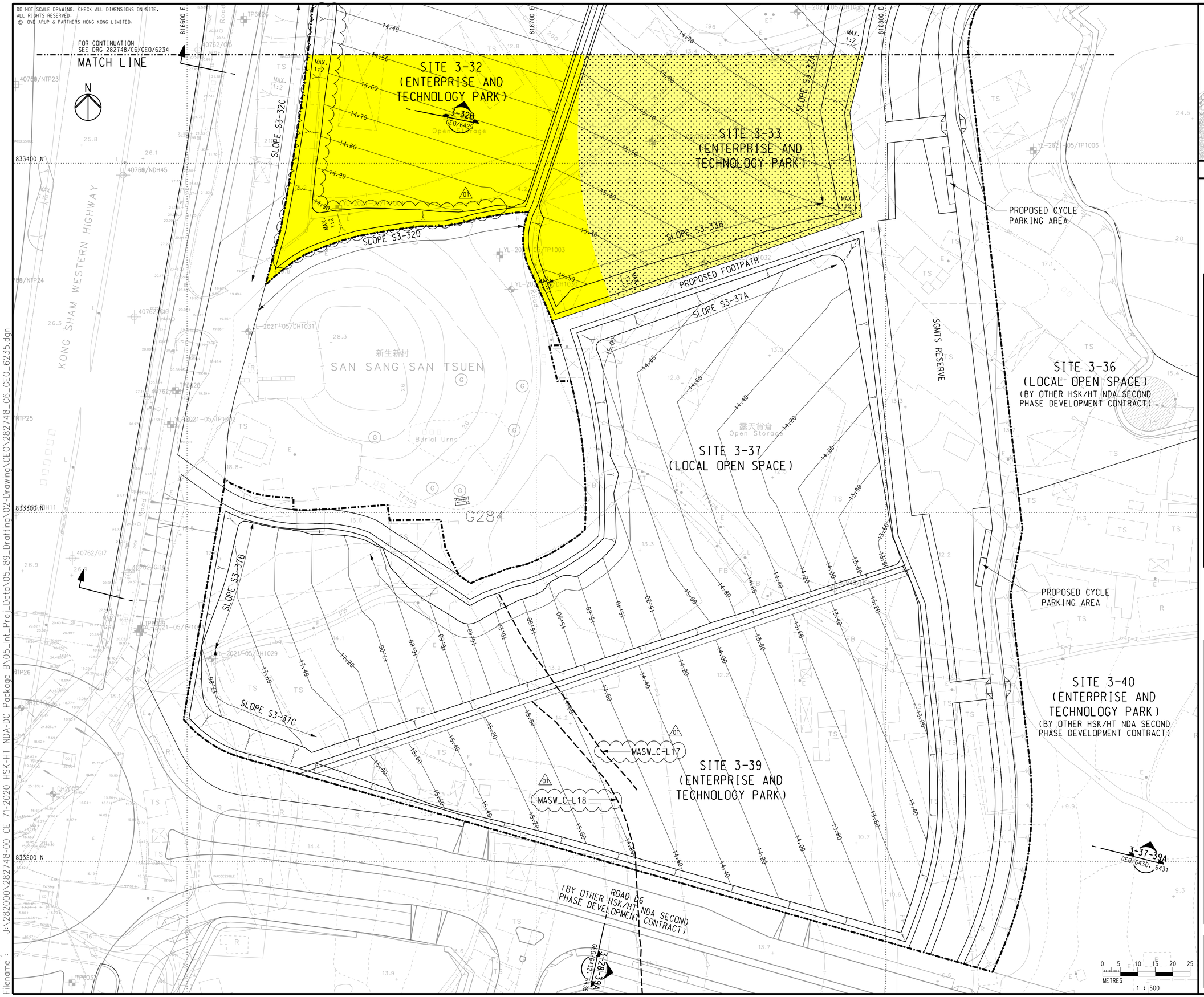

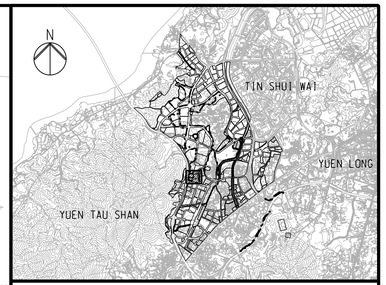

KEY PLAN

NOTES

1. FOR NOTES AND LEGENDS, REFER TO DRAWING NO. 282748/C6/GEO/6221.

LEGEND

	BOUNDARIES OF THE SITE
	EXISTING MASW GEOPHYSICAL SURVEY
+6.75	PROPOSED SITE FORMATION LEVEL
+7.70	CONTOUR LINE OF PROPOSED SITE FORMATION LEVEL
	PROPOSED CUT SLOPE
	PROPOSED FILL SLOPE 1(V) : 2(H) UNLESS OTHERWISE SPECIFIED
	EXISTING BOREHOLE
	EXISTING TRIAL PIT
	EXISTING BOREHOLE (PROJECT SPECIFIC)
	EXISTING TRIAL PIT (PROJECT SPECIFIC)
	EXISTING REGISTERED FEATURES
	EXISTING GRAVE / URN
+7.0	INDICATIVE FORMATION LEVEL BY OTHER HSK/HT NDA CONTRACT
	SITE FORMATION LEVEL TO FOLLOW EXISTING GROUND LEVEL

Rev	Description	By	Date
01	TENDER ADDENDUM NO. 1	MX	01/25
00	TENDER ISSUE	MX	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

SITE FORMATION WORKS
LAYOUT PLAN

(SHEET 15)

Drawing no.			Rev.
282748/C6/GEO/6235			01
Drawn DM	Date 12/24	Checked HYJL	Approved KKC
Scale 1:500 @ A1		Status TENDER	

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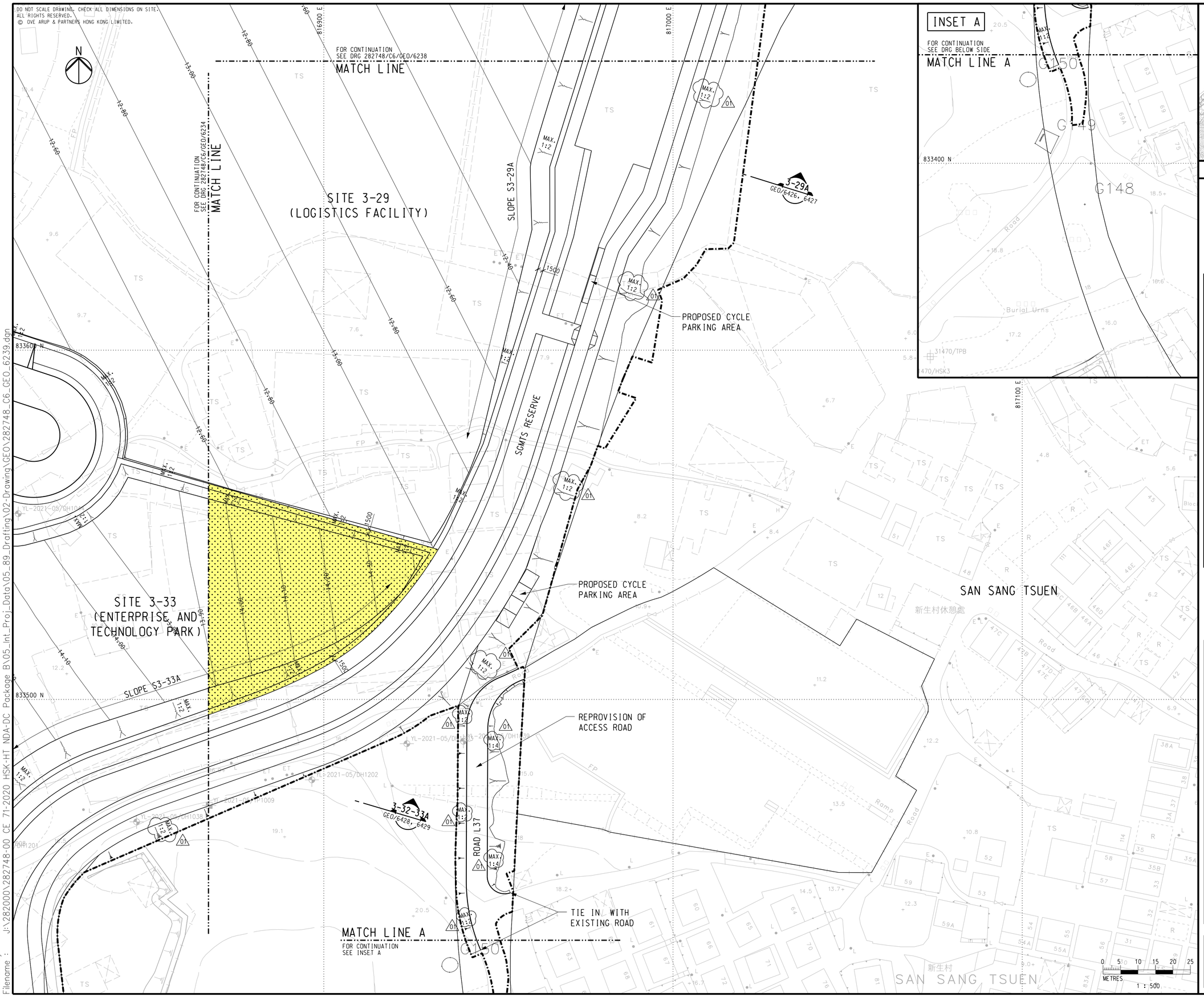

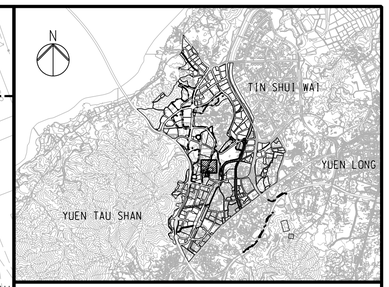

KEY PLAN

NOTES

1. FOR NOTES AND LEGENDS, REFER TO DRAWING NO. 282748/C6/GEO/6221.

LEGEND

- BOUNDARIES OF THE SITE
- EXISTING MASW GEOPHYSICAL SURVEY
- +6.75 — PROPOSED SITE FORMATION LEVEL
- +7.70 — CONTOUR LINE OF PROPOSED SITE FORMATION LEVEL
- PROPOSED CUT SLOPE
- PROPOSED FILL SLOPE 1(V) : 2(H) UNLESS OTHERWISE SPECIFIED
- EXISTING BOREHOLE
- EXISTING TRIAL PIT
- EXISTING BOREHOLE (PROJECT SPECIFIC)
- EXISTING TRIAL PIT (PROJECT SPECIFIC)
- EXISTING REGISTERED FEATURES
- EXISTING GRAVE / URN
- +7.0 — INDICATIVE FORMATION LEVEL BY OTHER HSK/HT NDA CONTRACT
- SITE FORMATION LEVEL TO FOLLOW EXISTING GROUND LEVEL

Rev	Description	By	Date
01	TENDER ADDENDUM NO. 1	MX	01/25
00	TENDER ISSUE	MX	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

SITE FORMATION WORKS
LAYOUT PLAN

(SHEET 19)

Drawing no.			Rev.
282748/C6/GEO/6239			01
Drawn DM	Date 12/24	Checked HYJL	Approved KKC
Scale 1:500 @ A1		Status TENDER	

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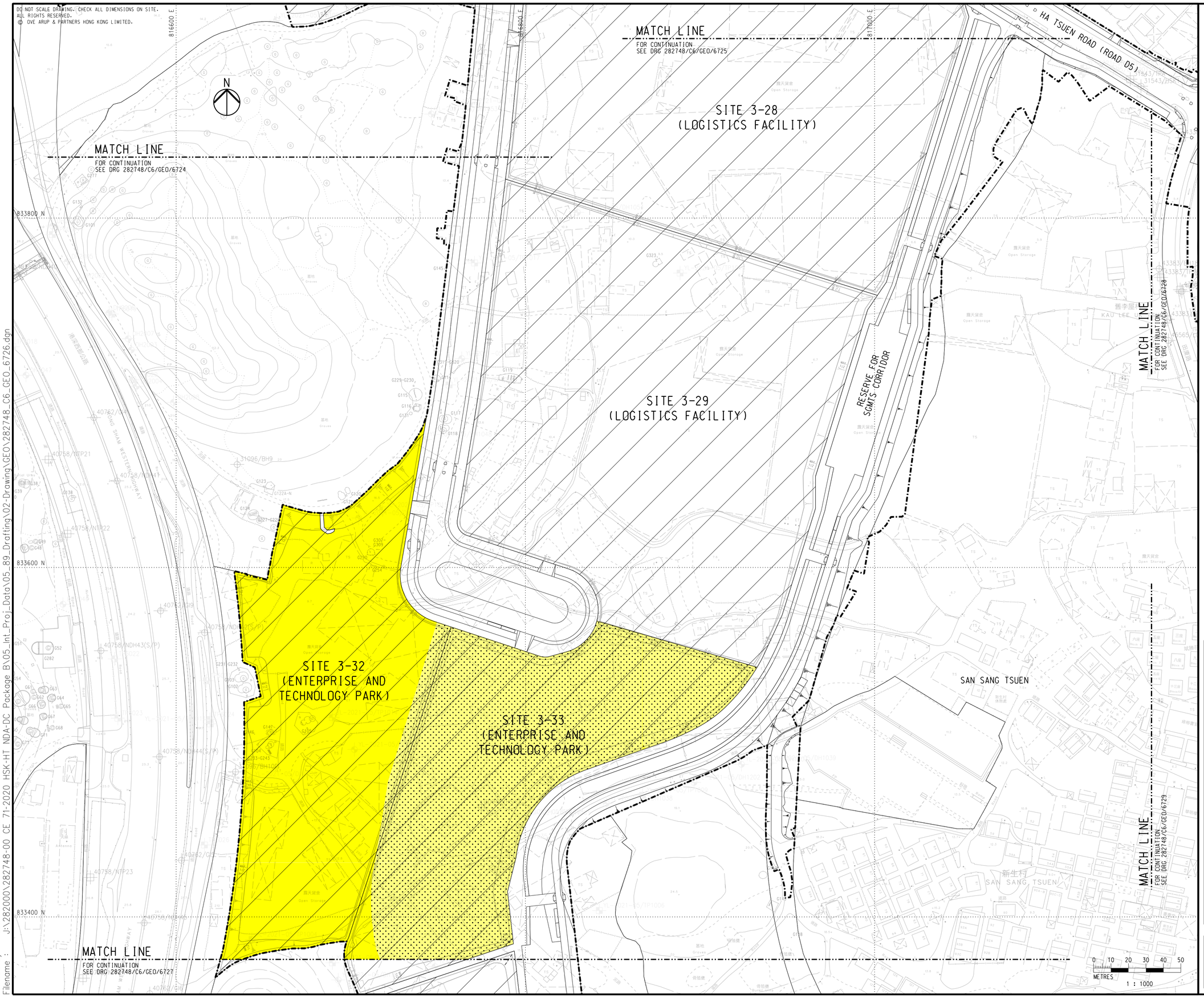

NOTES

1. REFER TO DRAWING NO. 282748/C6/GEO/6202 FOR NOTES ON HYDROSEEDING.
2. THE EXTENT OF SLOPE WORKS SHOWN ON THIS DRAWING IS INDICATIVE ONLY. REFER TO DRAWING NO. 282748/C6/GEO/6221-6245 FOR DETAILS.

LEGEND

- BOUNDARIES OF THE SITE
- PROPOSED HYDROSEEDING

Rev	Description	By	Date
00	TENDER ISSUE	MX	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

HYDROSEEDING
LAYOUT PLAN

(SHEET 6)

Drawing no.	Rev.
282748/C6/GEO/6726	00

Drawn	Date	Checked	Approved
DM	12/24	HYJL	KKC

Scale	Status
1:1000 @ A1	TENDER

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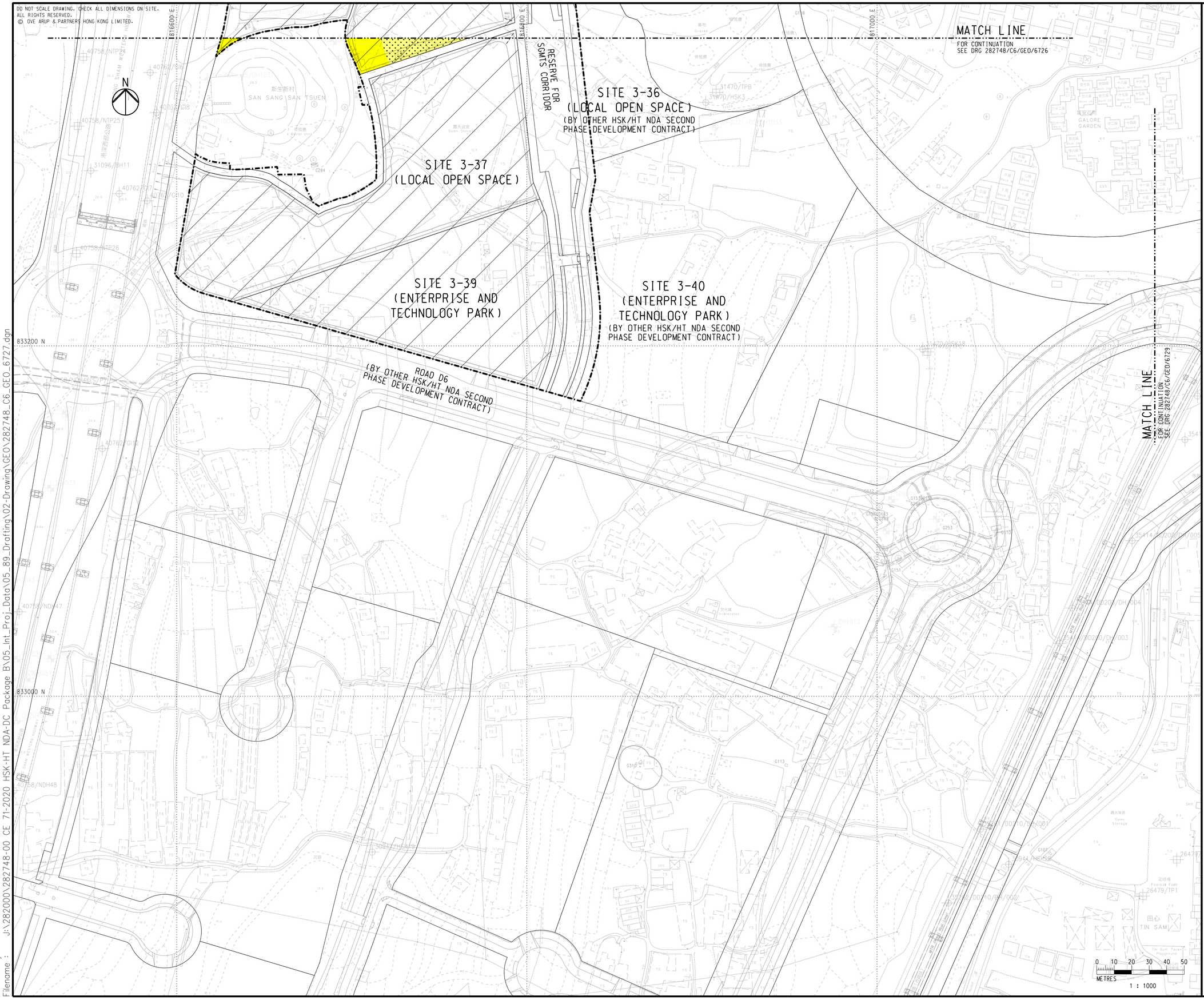

NOTES

1. REFER TO DRAWING NO. 282748/C6/GEO/6202 FOR NOTES ON HYDROSEEDING.
2. THE EXTENT OF SLOPE WORKS SHOWN ON THIS DRAWING IS INDICATIVE ONLY. REFER TO DRAWING NO. 282748/C6/GEO/6221-6245 FOR DETAILS.

LEGEND

- BOUNDARIES OF THE SITE
- PROPOSED HYDROSEEDING

Rev	Description	By	Date
00	TENDER ISSUE	MX	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

HYDROSEEDING
LAYOUT PLAN

(SHEET 7)

Drawing no.			Rev.
282748/C6/GEO/6727			00
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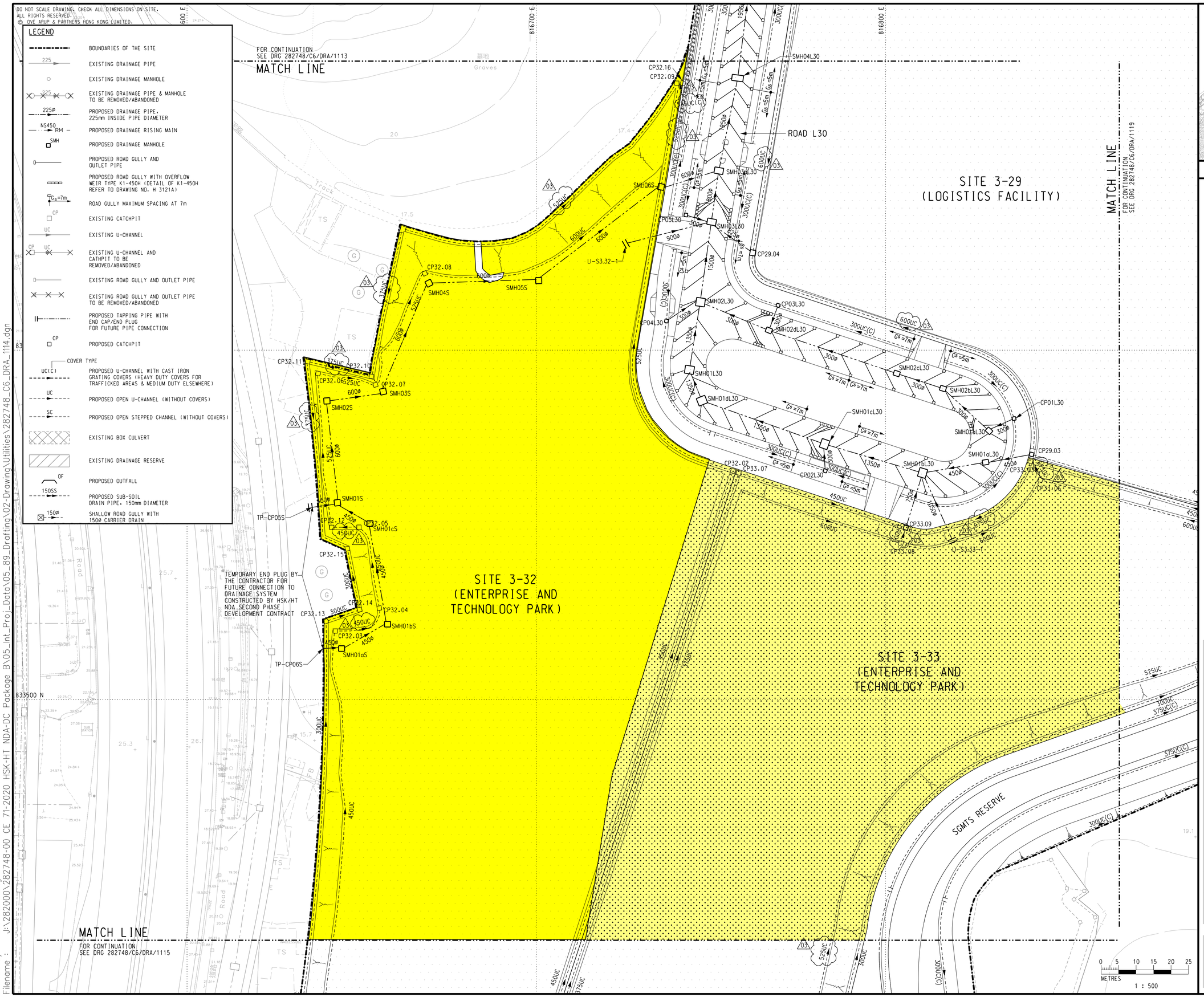
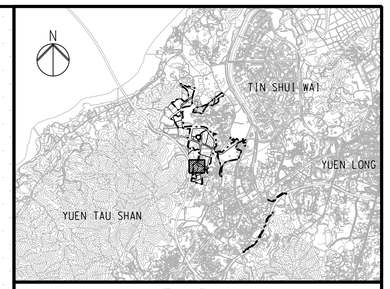
LEGEND

- BOUNDARIES OF THE SITE
- 225 — EXISTING DRAINAGE PIPE
- EXISTING DRAINAGE MANHOLE
- 225 — EXISTING DRAINAGE PIPE & MANHOLE TO BE REMOVED/ABANDONED
- 225ø — PROPOSED DRAINAGE PIPE, 225mm INSIDE PIPE DIAMETER
- NS450 RM — PROPOSED DRAINAGE RISING MAIN
- SMH — PROPOSED DRAINAGE MANHOLE
- PROPOSED ROAD GULLY AND OUTLET PIPE
- PROPOSED ROAD GULLY WITH OVERFLOW WEIR TYPE K1-450H (DETAIL OF K1-450H REFER TO DRAWING NO. H 3121A)
- Gs=7m — ROAD GULLY MAXIMUM SPACING AT 7m
- CP — EXISTING CATCHPIT
- UC — EXISTING U-CHANNEL
- CP UC — EXISTING U-CHANNEL AND CATHPIT TO BE REMOVED/ABANDONED
- EXISTING ROAD GULLY AND OUTLET PIPE
- EXISTING ROAD GULLY AND OUTLET PIPE TO BE REMOVED/ABANDONED
- PROPOSED TAPPING PIPE WITH END CAP/END PLUG FOR FUTURE PIPE CONNECTION
- CP — PROPOSED CATCHPIT
- COVER TYPE
- UC(C) — PROPOSED U-CHANNEL WITH CAST IRON GRATING COVERS (HEAVY DUTY COVERS FOR TRAFFICKED AREAS & MEDIUM DUTY ELSEWHERE)
- UC — PROPOSED OPEN U-CHANNEL (WITHOUT COVERS)
- SC — PROPOSED OPEN STEPPED CHANNEL (WITHOUT COVERS)
- EXISTING BOX CULVERT
- EXISTING DRAINAGE RESERVE
- OF — PROPOSED OUTFALL
- 150SS — PROPOSED SUB-SOIL DRAIN PIPE, 150mm DIAMETER
- 150ø — SHALLOW ROAD GULLY WITH 150ø CARRIER DRAIN





KEY PLAN

NOTES

1. FOR GENERAL NOTES AND LEGEND, REFER TO DRAWING NO. 282748/C6/DRA/1001.

Rev	Description	By	Date
03	TENDER ADDENDUM NO. 3	KK	02/25
02	TENDER ADDENDUM NO. 2	KK	01/25
01	TENDER ADDENDUM NO. 1	KK	01/25
00	TENDER ISSUE	KK	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

DRAINAGE LAYOUT PLAN
(SHEET 14)

Drawing no.	Rev.
282748/C6/DRA/1114	03

Drawn	Date	Checked	Approved
MAN	12/24	KK	KKC

Scale	Status
1:500 @ A1	TENDER

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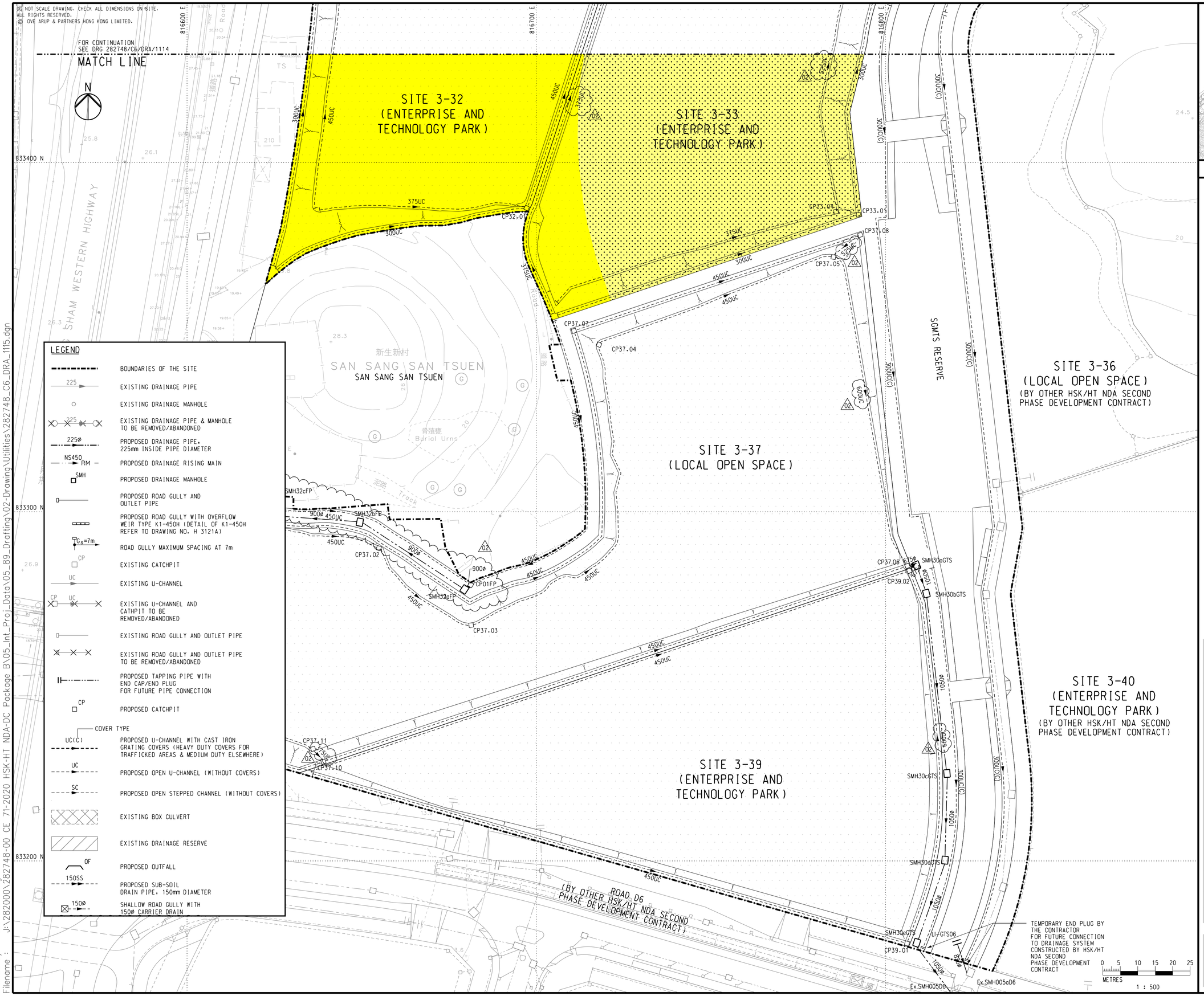
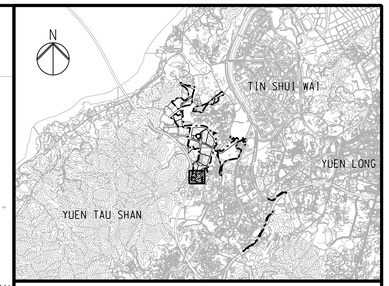


LEGEND

	BOUNDARIES OF THE SITE
225	EXISTING DRAINAGE PIPE
	EXISTING DRAINAGE MANHOLE
225	EXISTING DRAINAGE PIPE & MANHOLE TO BE REMOVED/ABANDONED
225ø	PROPOSED DRAINAGE PIPE, 225mm INSIDE PIPE DIAMETER
NS450 RM	PROPOSED DRAINAGE RISING MAIN
SMH	PROPOSED DRAINAGE MANHOLE
	PROPOSED ROAD GULLY AND OUTLET PIPE
	PROPOSED ROAD GULLY WITH OVERFLOW WEIR TYPE K1-450H (DETAIL OF K1-450H REFER TO DRAWING NO. H 3121A)
G_s=7m	ROAD GULLY MAXIMUM SPACING AT 7m
CP	EXISTING CATCHPIT
UC	EXISTING U-CHANNEL
CP UC	EXISTING U-CHANNEL AND CATHPIT TO BE REMOVED/ABANDONED
	EXISTING ROAD GULLY AND OUTLET PIPE
	EXISTING ROAD GULLY AND OUTLET PIPE TO BE REMOVED/ABANDONED
	PROPOSED TAPPING PIPE WITH END CAP/END PLUG FOR FUTURE PIPE CONNECTION
CP	PROPOSED CATCHPIT
COVER TYPE	
UC(C)	PROPOSED U-CHANNEL WITH CAST IRON GRATING COVERS (HEAVY DUTY COVERS FOR TRAFFICKED AREAS & MEDIUM DUTY ELSEWHERE)
UC	PROPOSED OPEN U-CHANNEL (WITHOUT COVERS)
SC	PROPOSED OPEN STEPPED CHANNEL (WITHOUT COVERS)
	EXISTING BOX CULVERT
	EXISTING DRAINAGE RESERVE
OF	PROPOSED OUTFALL
150SS	PROPOSED SUB-SOIL DRAIN PIPE, 150mm DIAMETER
150ø	SHALLOW ROAD GULLY WITH 150ø CARRIER DRAIN



KEY PLAN

NOTES

1. FOR GENERAL NOTES AND LEGEND, REFER TO DRAWING NO. 282748/C6/DRA/1001.

Rev	Description	By	Date
02	TENDER ADDENDUM NO. 3	KK	02/25
01	TENDER ADDENDUM NO. 2	KK	01/25
00	TENDER ISSUE	KK	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

DRAINAGE LAYOUT PLAN
(SHEET 15)

Drawing no.			Rev.
282748/C6/DRA/1115			02
Drawn MAN	Date 12/24	Checked KK	Approved KKC
Scale 1:500 @ A1		Status TENDER	

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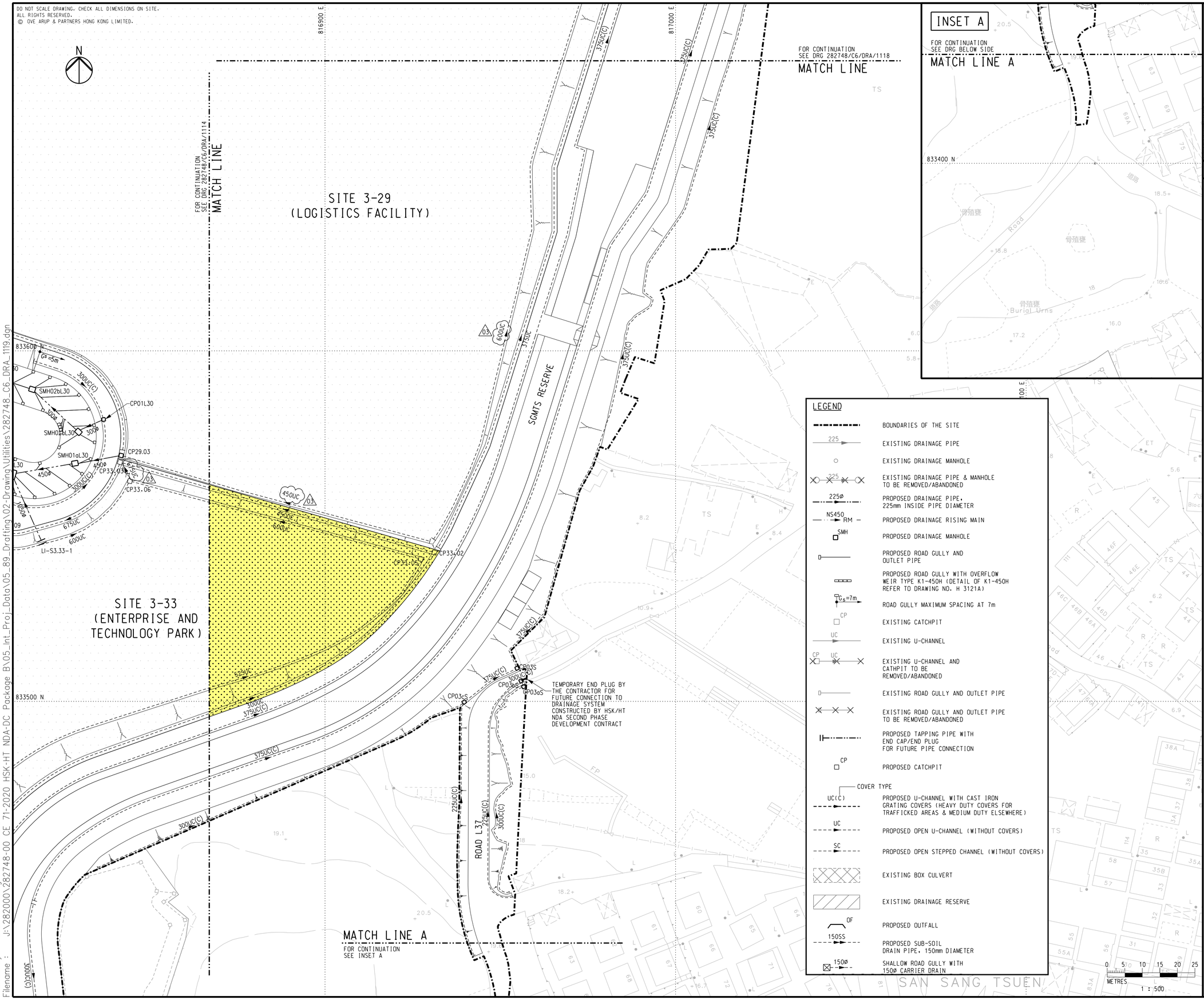
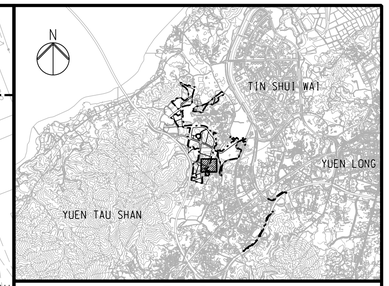


LEGEND

	BOUNDARIES OF THE SITE
225	EXISTING DRAINAGE PIPE
	EXISTING DRAINAGE MANHOLE
225	EXISTING DRAINAGE PIPE & MANHOLE TO BE REMOVED/ABANDONED
225Ø	PROPOSED DRAINAGE PIPE, 225mm INSIDE PIPE DIAMETER
NS450 RM	PROPOSED DRAINAGE RISING MAIN
SMH	PROPOSED DRAINAGE MANHOLE
	PROPOSED ROAD GULLY AND OUTLET PIPE
	PROPOSED ROAD GULLY WITH OVERFLOW WEIR TYPE K1-450H (DETAIL OF K1-450H REFER TO DRAWING NO. H 3121A)
Gs=7m	ROAD GULLY MAXIMUM SPACING AT 7m
CP	EXISTING CATCHPIT
UC	EXISTING U-CHANNEL
CP UC	EXISTING U-CHANNEL AND CATHPIT TO BE REMOVED/ABANDONED
	EXISTING ROAD GULLY AND OUTLET PIPE
	EXISTING ROAD GULLY AND OUTLET PIPE TO BE REMOVED/ABANDONED
	PROPOSED TAPPING PIPE WITH END CAP/END PLUG FOR FUTURE PIPE CONNECTION
CP	PROPOSED CATCHPIT
COVER TYPE	
UC(C)	PROPOSED U-CHANNEL WITH CAST IRON GRATING COVERS (HEAVY DUTY COVERS FOR TRAFFICKED AREAS & MEDIUM DUTY ELSEWHERE)
UC	PROPOSED OPEN U-CHANNEL (WITHOUT COVERS)
SC	PROPOSED OPEN STEPPED CHANNEL (WITHOUT COVERS)
	EXISTING BOX CULVERT
	EXISTING DRAINAGE RESERVE
OF	PROPOSED OUTFALL
150SS	PROPOSED SUB-SOIL DRAIN PIPE, 150mm DIAMETER
150Ø	SHALLOW ROAD GULLY WITH 150Ø CARRIER DRAIN



KEY PLAN

NOTES

1. FOR GENERAL NOTES AND LEGEND, REFER TO DRAWING NO. 282748/C6/DRA/1001.

Rev	Description	By	Date
03	TENDER ADDENDUM NO. 3	KK	02/25
02	TENDER ADDENDUM NO. 2	KK	01/25
01	TENDER ADDENDUM NO. 1	KK	01/25
00	TENDER ISSUE	KK	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

DRAINAGE LAYOUT PLAN
(SHEET 19)

Drawing no.	Rev.
282748/C6/DRA/1119	02

Drawn	Date	Checked	Approved
MAN	12/24	KK	KKC

Scale	Status
1:500 @ A1	TENDER

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Civil Engineering and Development Department

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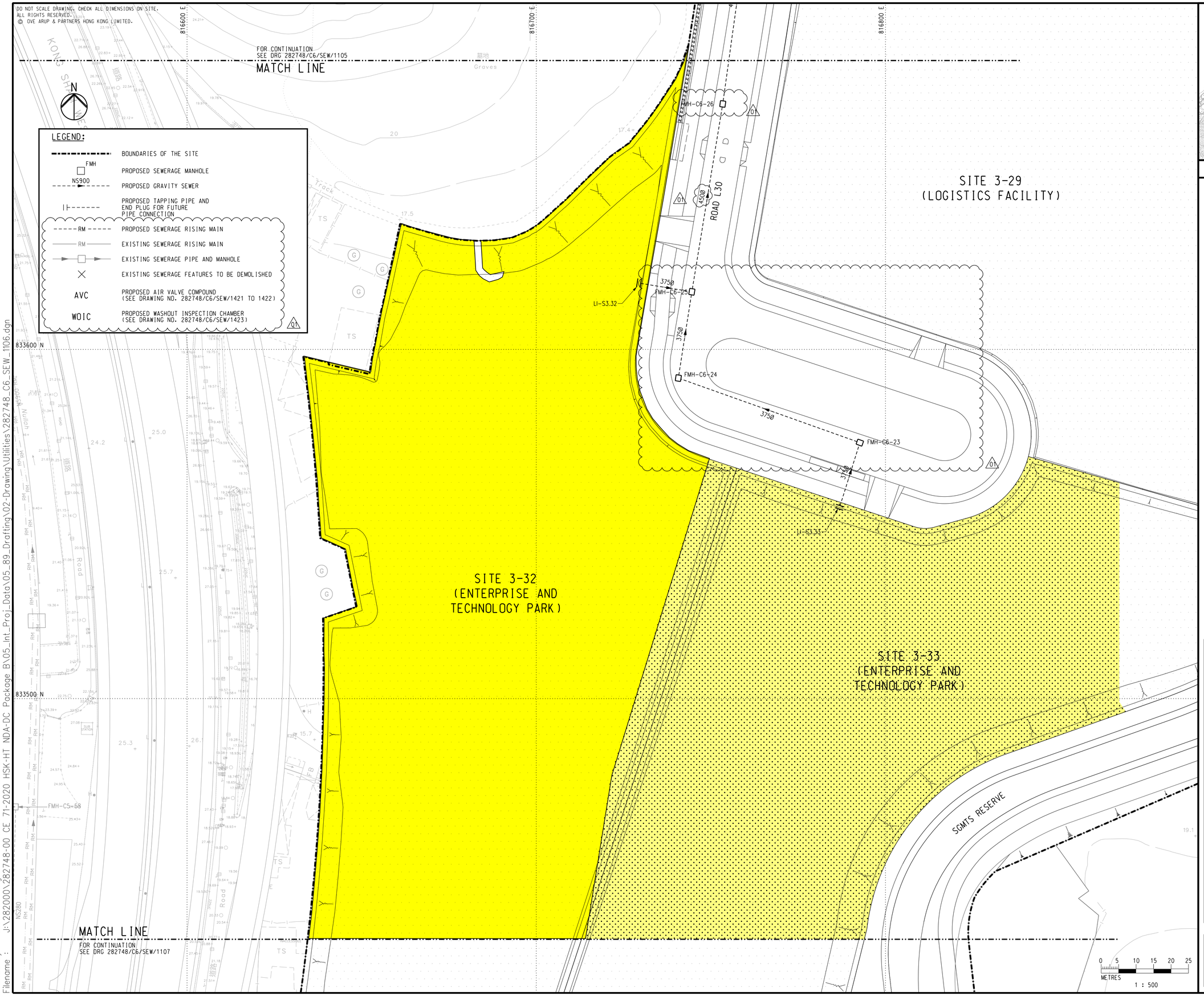

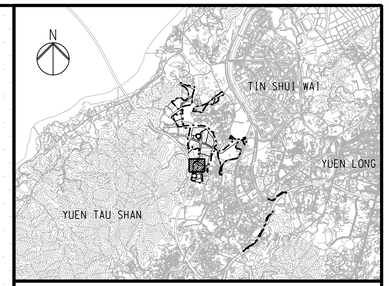

KEY PLAN

NOTES

1. FOR GENERAL NOTES AND LEGEND, REFER TO DRAWING NO. 282748/C6/SEW/1001.

Rev	Description	By	Date
01	TENDER ADDENDUM NO. 1	KK	01/25
00	TENDER ISSUE	KK	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

SEWERAGE LAYOUT PLAN
(SHEET 6)

Drawing no.	Rev.
282748/C6/SEW/1106	01

Drawn	Date	Checked	Approved
MAN	12/24	KK	KKC

Scale	Status
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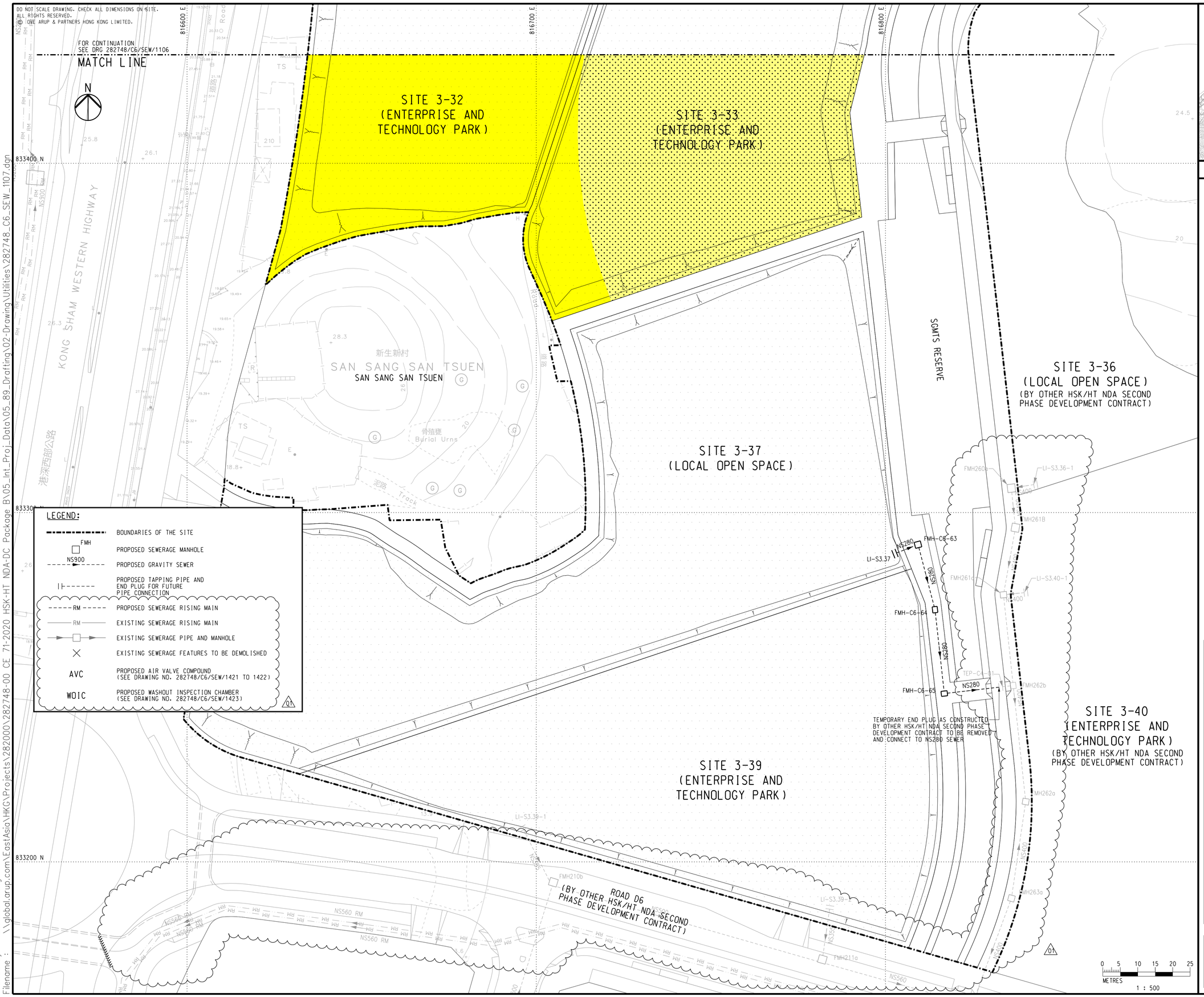

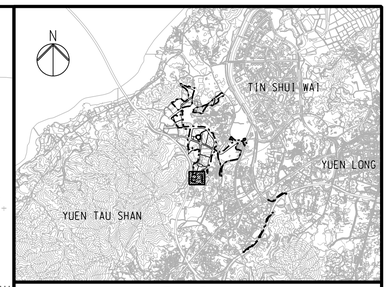

KEY PLAN

NOTES

1. FOR GENERAL NOTES AND LEGEND, REFER TO DRAWING NO. 282748/C6/SEW/1001.

Rev	Description	By	Date
01	TENDER ADDENDUM NO. 1	KK	01/25
00	TENDER ISSUE	KK	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

SEWERAGE LAYOUT PLAN
(SHEET 7)

Drawing no.	Rev.
282748/C6/SEW/1107	01

Drawn	Date	Checked	Approved
MAN	12/24	KK	KKC

Scale	Status
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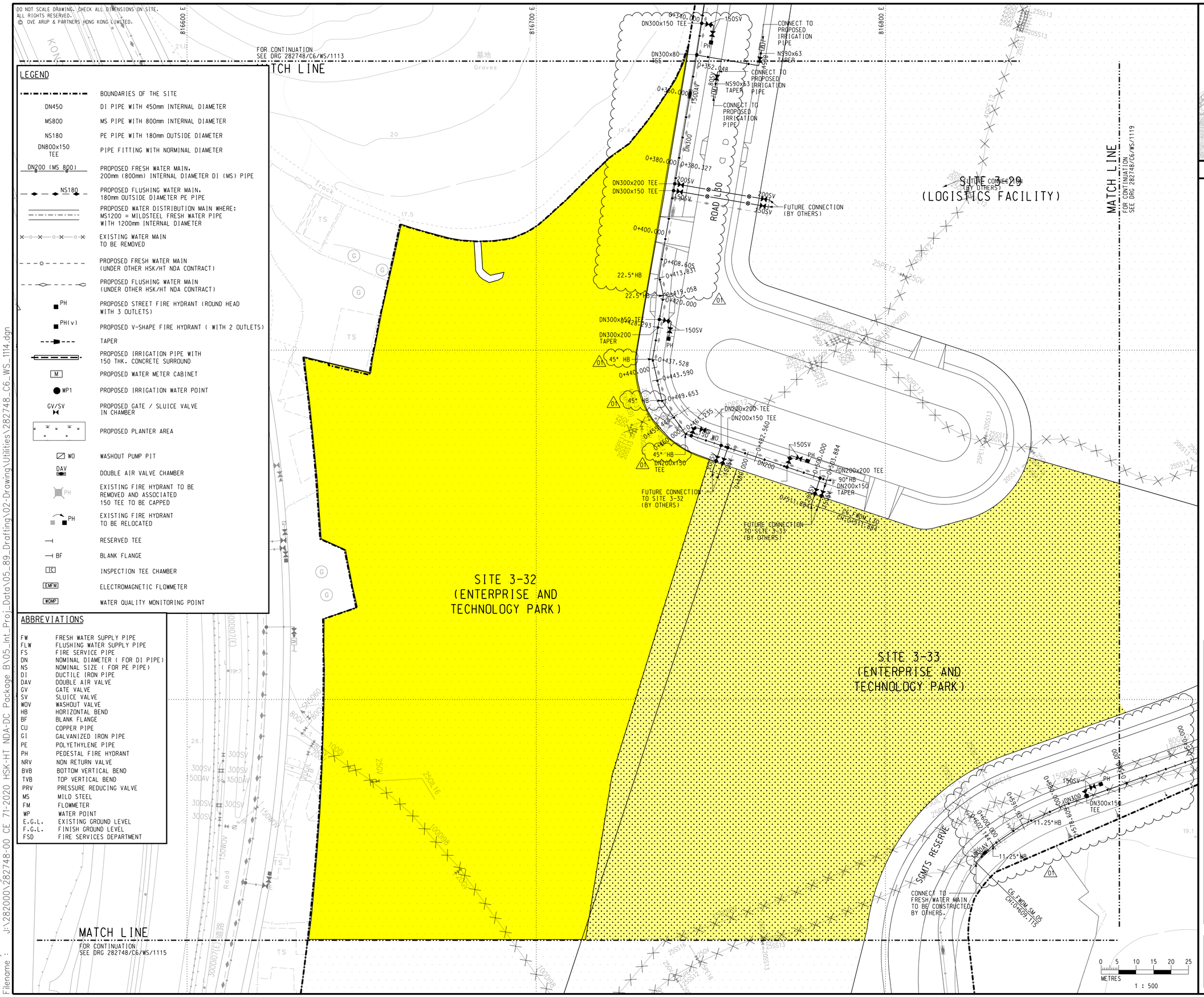


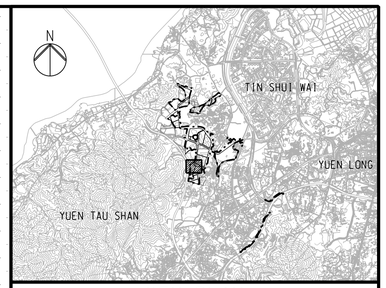
LEGEND

	BOUNDARIES OF THE SITE
DN450	DI PIPE WITH 450mm INTERNAL DIAMETER
MS800	MS PIPE WITH 800mm INTERNAL DIAMETER
NS180	PE PIPE WITH 180mm OUTSIDE DIAMETER
DN800x150 TEE	PIPE FITTING WITH NORMINAL DIAMETER
DN200 (MS 800)	PROPOSED FRESH WATER MAIN. 200mm (800mm) INTERNAL DIAMETER DI (MS) PIPE
NS180	PROPOSED FLUSHING WATER MAIN. 180mm OUTSIDE DIAMETER PE PIPE
	PROPOSED WATER DISTRIBUTION MAIN WHERE: MS1200 = MILDSTEEL FRESH WATER PIPE WITH 1200mm INTERNAL DIAMETER
	EXISTING WATER MAIN TO BE REMOVED
	PROPOSED FRESH WATER MAIN (UNDER OTHER HSK/HT NDA CONTRACT)
	PROPOSED FLUSHING WATER MAIN (UNDER OTHER HSK/HT NDA CONTRACT)
PH	PROPOSED STREET FIRE HYDRANT (ROUND HEAD WITH 3 OUTLETS)
PH(v)	PROPOSED V-SHAPE FIRE HYDRANT (WITH 2 OUTLETS)
	TAPER
	PROPOSED IRRIGATION PIPE WITH 150 THK. CONCRETE SURROUND
M	PROPOSED WATER METER CABINET
WP1	PROPOSED IRRIGATION WATER POINT
GV/SV	PROPOSED GATE / SLUICE VALVE IN CHAMBER
	PROPOSED PLANTER AREA
WO	WASHOUT PUMP PIT
DAV	DOUBLE AIR VALVE CHAMBER
PH	EXISTING FIRE HYDRANT TO BE REMOVED AND ASSOCIATED 150 TEE TO BE CAPPED
PH	EXISTING FIRE HYDRANT TO BE RELOCATED
	RESERVED TEE
BF	BLANK FLANGE
IC	INSPECTION TEE CHAMBER
EMFM	ELECTROMAGNETIC FLOWMETER
WQMP	WATER QUALITY MONITORING POINT

ABBREVIATIONS

FW	FRESH WATER SUPPLY PIPE
FLW	FLUSHING WATER SUPPLY PIPE
FS	FIRE SERVICE PIPE
DN	NOMINAL DIAMETER (FOR DI PIPE)
NS	NOMINAL SIZE (FOR PE PIPE)
DI	DUCTILE IRON PIPE
DAV	DOUBLE AIR VALVE
GV	GATE VALVE
SV	SLUICE VALVE
WOV	WASHOUT VALVE
HB	HORIZONTAL BEND
BF	BLANK FLANGE
CU	COPPER PIPE
GI	GALVANIZED IRON PIPE
PE	POLYETHYLENE PIPE
PH	PEDESTAL FIRE HYDRANT
NRV	NON RETURN VALVE
BVB	BOTTOM VERTICAL BEND
TVB	TOP VERTICAL BEND
PRV	PRESSURE REDUCING VALVE
MS	MILD STEEL
FM	FLOWMETER
WP	WATER POINT
E.G.L.	EXISTING GROUND LEVEL
F.G.L.	FINISH GROUND LEVEL
FSD	FIRE SERVICES DEPARTMENT

KEY PLAN



NOTES

1. FOR GENERAL NOTES AND LEGEND, REFER TO DRAWING NO. 282748/C6/WS/1001.

Rev	Description	By	Date
01	TENDER ADDENDUM NO. 2	KK	01/25
00	TENDER ISSUE	KK	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

FRESH WATER SUPPLY WORKS
LAYOUT PLAN
(SHEET 14)

Drawing no.	Rev.
282748/C6/WS/1114	01

Drawn	Date	Checked	Approved
MAN	12/24	KK	KKC

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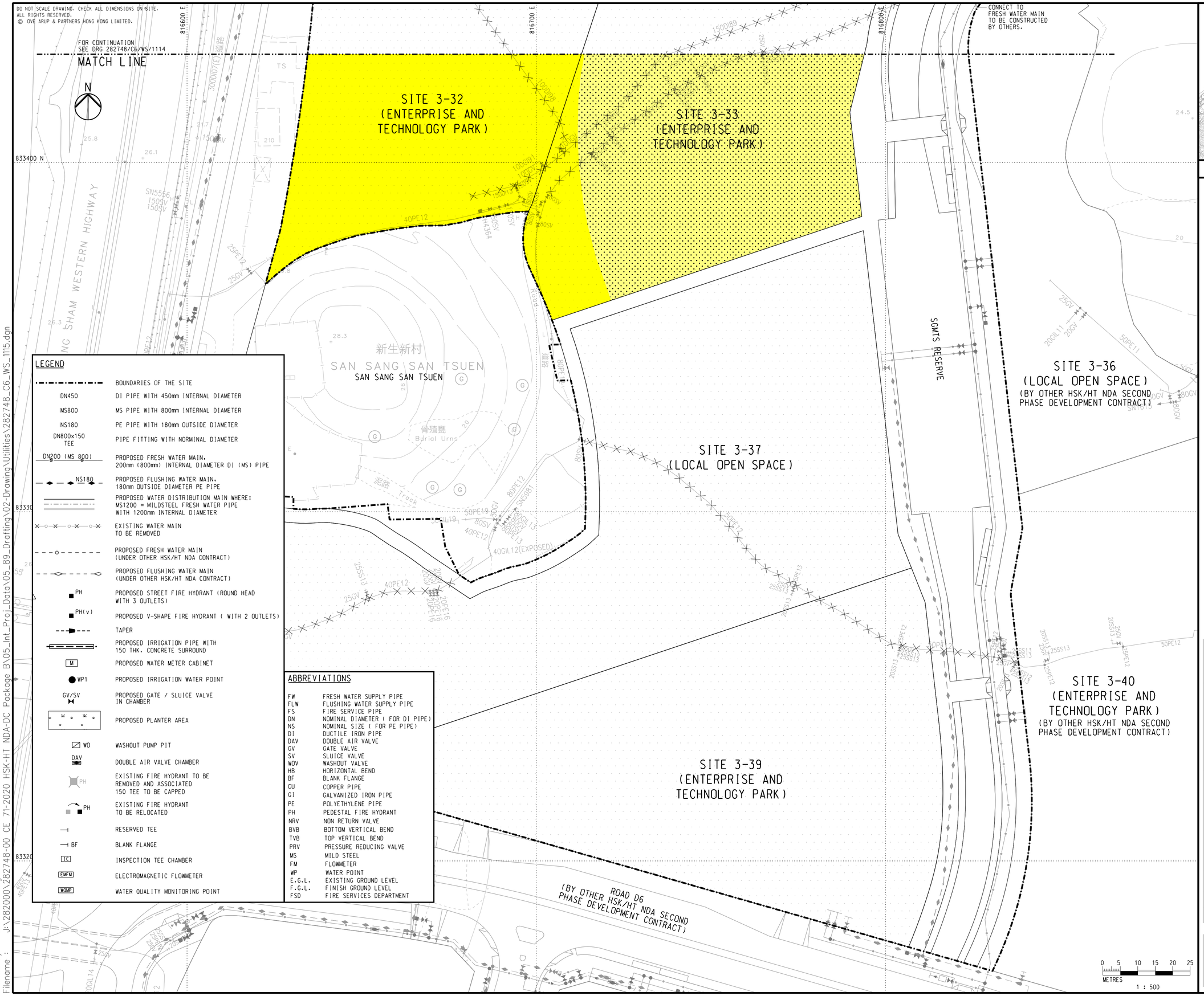
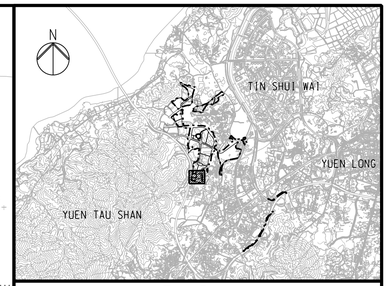


LEGEND

	BOUNDARIES OF THE SITE
DN450	DI PIPE WITH 450mm INTERNAL DIAMETER
MS800	MS PIPE WITH 800mm INTERNAL DIAMETER
NS180	PE PIPE WITH 180mm OUTSIDE DIAMETER
DN800x150 TEE	PIPE FITTING WITH NORMINAL DIAMETER
DN200 (MS 800)	PROPOSED FRESH WATER MAIN. 200mm (800mm) INTERNAL DIAMETER DI (MS) PIPE
NS180	PROPOSED FLUSHING WATER MAIN. 180mm OUTSIDE DIAMETER PE PIPE
	PROPOSED WATER DISTRIBUTION MAIN WHERE: MS1200 = MILDSTEEL FRESH WATER PIPE WITH 1200mm INTERNAL DIAMETER
	EXISTING WATER MAIN TO BE REMOVED
	PROPOSED FRESH WATER MAIN (UNDER OTHER HSK/HT NDA CONTRACT)
	PROPOSED FLUSHING WATER MAIN (UNDER OTHER HSK/HT NDA CONTRACT)
PH	PROPOSED STREET FIRE HYDRANT (ROUND HEAD WITH 3 OUTLETS)
PH(v)	PROPOSED V-SHAPE FIRE HYDRANT (WITH 2 OUTLETS)
	TAPER
	PROPOSED IRRIGATION PIPE WITH 150 THK. CONCRETE SURROUND
M	PROPOSED WATER METER CABINET
WP1	PROPOSED IRRIGATION WATER POINT
GV/SV	PROPOSED GATE / SLUICE VALVE IN CHAMBER
	PROPOSED PLANTER AREA
WO	WASHOUT PUMP PIT
DAV	DOUBLE AIR VALVE CHAMBER
PH	EXISTING FIRE HYDRANT TO BE REMOVED AND ASSOCIATED 150 TEE TO BE CAPPED
PH	EXISTING FIRE HYDRANT TO BE RELOCATED
	RESERVED TEE
BF	BLANK FLANGE
IC	INSPECTION TEE CHAMBER
EMFM	ELECTROMAGNETIC FLOWMETER
WQMP	WATER QUALITY MONITORING POINT

ABBREVIATIONS

FW	FRESH WATER SUPPLY PIPE
FLW	FLUSHING WATER SUPPLY PIPE
FS	FIRE SERVICE PIPE
DN	NOMINAL DIAMETER (FOR DI PIPE)
NS	NOMINAL SIZE (FOR PE PIPE)
DI	DUCTILE IRON PIPE
DAV	DOUBLE AIR VALVE
GV	GATE VALVE
SV	SLUICE VALVE
WOV	WASHOUT VALVE
HB	HORIZONTAL BEND
BF	BLANK FLANGE
CU	COPPER PIPE
GI	GALVANIZED IRON PIPE
PE	POLYETHYLENE PIPE
PH	PEDESTAL FIRE HYDRANT
NRV	NON RETURN VALVE
BVB	BOTTOM VERTICAL BEND
TVB	TOP VERTICAL BEND
PRV	PRESSURE REDUCING VALVE
MS	MILD STEEL
FM	FLOWMETER
WP	WATER POINT
E.G.L.	EXISTING GROUND LEVEL
F.G.L.	FINISH GROUND LEVEL
FSD	FIRE SERVICES DEPARTMENT



KEY PLAN

NOTES

1. FOR GENERAL NOTES AND LEGEND, REFER TO DRAWING NO. 282748/C6/WS/1001.

Rev	Description	By	Date
00	TENDER ISSUE	KK	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

FRESH WATER SUPPLY WORKS
LAYOUT PLAN
(SHEET 15)

Drawing no.	Rev.
282748/C6/WS/1115	00

Drawn	Date	Checked	Approved
MAN	12/24	KK	KKC

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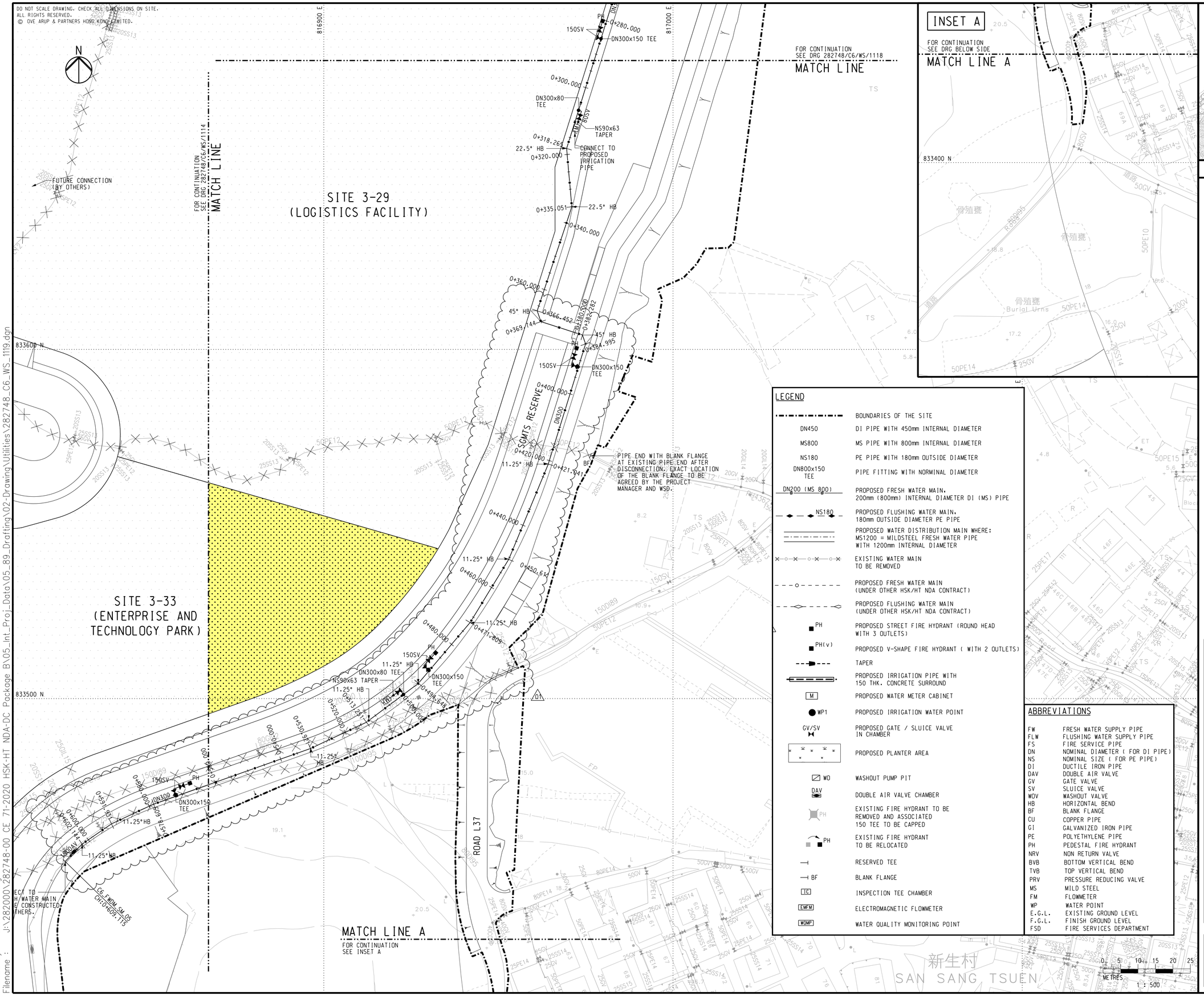

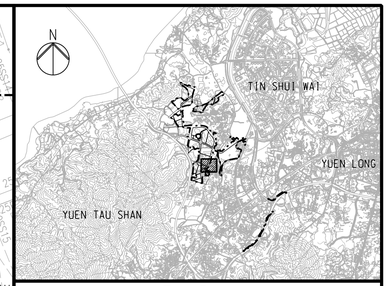

KEY PLAN

NOTES

1. FOR GENERAL NOTES AND LEGEND, REFER TO DRAWING NO. 282748/C6/WS/1001.

LEGEND

	BOUNDARIES OF THE SITE
DN450	DI PIPE WITH 450mm INTERNAL DIAMETER
MS800	MS PIPE WITH 800mm INTERNAL DIAMETER
NS180	PE PIPE WITH 180mm OUTSIDE DIAMETER
DN800x150 TEE	PIPE FITTING WITH NORMINAL DIAMETER
DN200 (MS 800)	PROPOSED FRESH WATER MAIN, 200mm (800mm) INTERNAL DIAMETER DI (MS) PIPE
NS180	PROPOSED FLUSHING WATER MAIN, 180mm OUTSIDE DIAMETER PE PIPE
	PROPOSED WATER DISTRIBUTION MAIN WHERE: MS1200 = MILDSTEEL FRESH WATER PIPE WITH 1200mm INTERNAL DIAMETER
	EXISTING WATER MAIN TO BE REMOVED
	PROPOSED FRESH WATER MAIN (UNDER OTHER HSK/HT NDA CONTRACT)
	PROPOSED FLUSHING WATER MAIN (UNDER OTHER HSK/HT NDA CONTRACT)
PH	PROPOSED STREET FIRE HYDRANT (ROUND HEAD WITH 3 OUTLETS)
PH(v)	PROPOSED V-SHAPE FIRE HYDRANT (WITH 2 OUTLETS)
	TAPER
	PROPOSED IRRIGATION PIPE WITH 150 THK. CONCRETE SURROUND
M	PROPOSED WATER METER CABINET
WP1	PROPOSED IRRIGATION WATER POINT
GV/SV	PROPOSED GATE / SLUICE VALVE IN CHAMBER
	PROPOSED PLANTER AREA
WO	WASHOUT PUMP PIT
DAV	DOUBLE AIR VALVE CHAMBER
PH	EXISTING FIRE HYDRANT TO BE REMOVED AND ASSOCIATED 150 TEE TO BE CAPPED
PH	EXISTING FIRE HYDRANT TO BE RELOCATED
	RESERVED TEE
BF	BLANK FLANGE
IC	INSPECTION TEE CHAMBER
EMFM	ELECTROMAGNETIC FLOWMETER
WQMP	WATER QUALITY MONITORING POINT

ABBREVIATIONS

FW	FRESH WATER SUPPLY PIPE
FLW	FLUSHING WATER SUPPLY PIPE
FS	FIRE SERVICE PIPE
DN	NOMINAL DIAMETER (FOR DI PIPE)
NS	NOMINAL SIZE (FOR PE PIPE)
DI	DUCTILE IRON PIPE
DAV	DOUBLE AIR VALVE
GV	GATE VALVE
SV	SLUICE VALVE
WOV	WASHOUT VALVE
HB	HORIZONTAL BEND
BF	BLANK FLANGE
CU	COPPER PIPE
GI	GALVANIZED IRON PIPE
PE	POLYETHYLENE PIPE
PH	PEDESTAL FIRE HYDRANT
NRV	NON RETURN VALVE
BVB	BOTTOM VERTICAL BEND
TVB	TOP VERTICAL BEND
PRV	PRESSURE REDUCING VALVE
MS	MILD STEEL
FM	FLOWMETER
WP	WATER POINT
E.G.L.	EXISTING GROUND LEVEL
F.G.L.	FINISH GROUND LEVEL
FSD	FIRE SERVICES DEPARTMENT

Rev	Description	By	Date
01	TENDER ADDENDUM NO. 2	KK	01/25
00	TENDER ISSUE	KK	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

FRESH WATER SUPPLY WORKS
LAYOUT PLAN
(SHEET 19)

Drawing no.			Rev.
282748/C6/WS/1119			01
Drawn MAN	Date 12/24	Checked KK	Approved KKC
Scale 1:500 @ A1		Status TENDER	

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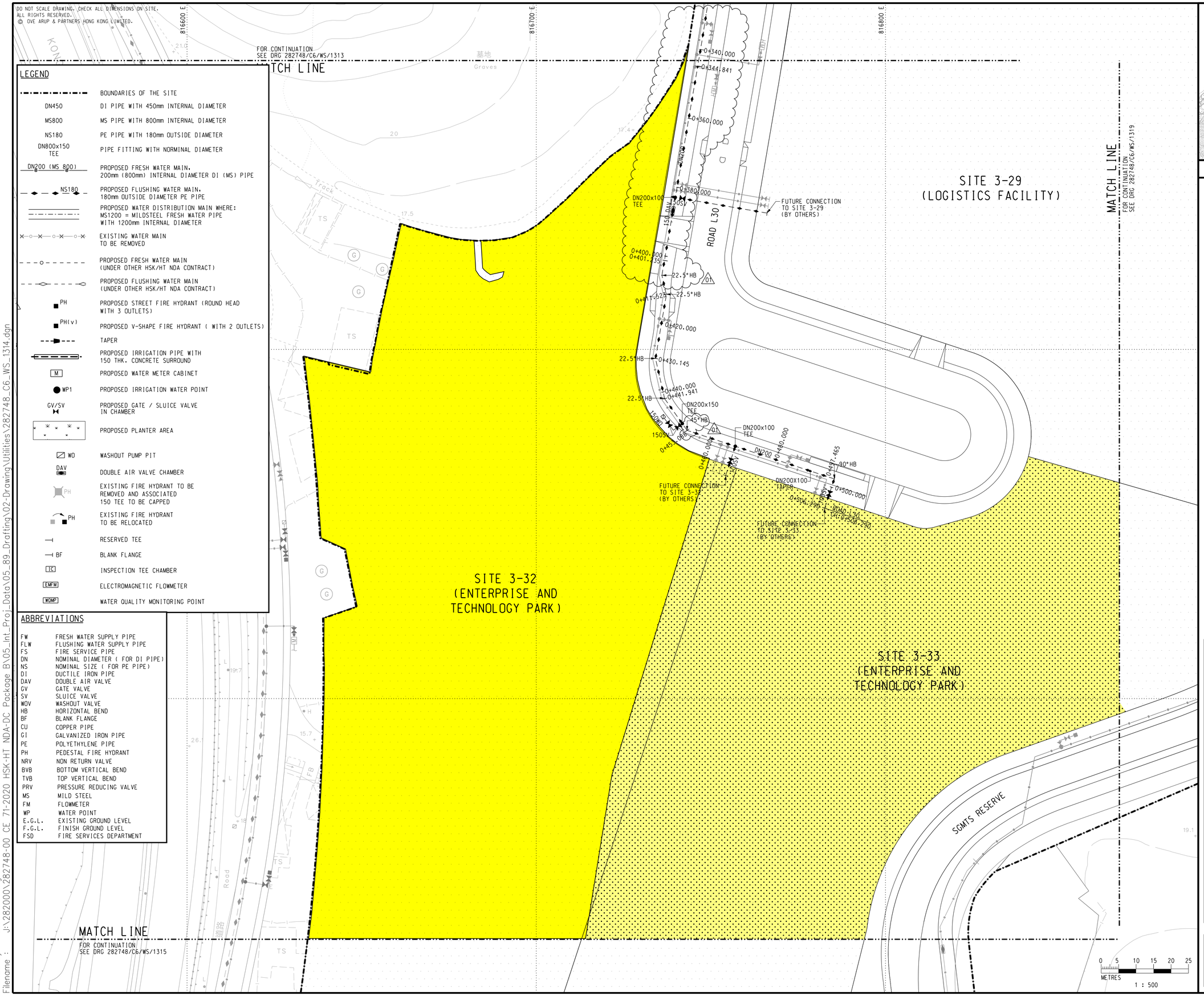

LEGEND

	BOUNDARIES OF THE SITE
DN450	DI PIPE WITH 450mm INTERNAL DIAMETER
MS800	MS PIPE WITH 800mm INTERNAL DIAMETER
NS180	PE PIPE WITH 180mm OUTSIDE DIAMETER
DN800x150 TEE	PIPE FITTING WITH NORMINAL DIAMETER
DN200 (MS 800)	PROPOSED FRESH WATER MAIN, 200mm (800mm) INTERNAL DIAMETER DI (MS) PIPE
NS180	PROPOSED FLUSHING WATER MAIN, 180mm OUTSIDE DIAMETER PE PIPE
	PROPOSED WATER DISTRIBUTION MAIN WHERE: MS1200 = MILDSTEEL FRESH WATER PIPE WITH 1200mm INTERNAL DIAMETER
	EXISTING WATER MAIN TO BE REMOVED
	PROPOSED FRESH WATER MAIN (UNDER OTHER HSK/HT NDA CONTRACT)
	PROPOSED FLUSHING WATER MAIN (UNDER OTHER HSK/HT NDA CONTRACT)
PH	PROPOSED STREET FIRE HYDRANT (ROUND HEAD WITH 3 OUTLETS)
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WO	WASHOUT PUMP PIT
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PH	EXISTING FIRE HYDRANT TO BE RELOCATED
	RESERVED TEE
BF	BLANK FLANGE
IC	INSPECTION TEE CHAMBER
EMFM	ELECTROMAGNETIC FLOWMETER
WQMP	WATER QUALITY MONITORING POINT

ABBREVIATIONS

FW	FRESH WATER SUPPLY PIPE
FLW	FLUSHING WATER SUPPLY PIPE
FS	FIRE SERVICE PIPE
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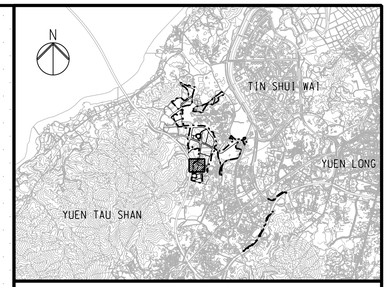

KEY PLAN

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Rev	Description	By	Date
01	TENDER ADDENDUM NO. 1	KK	01/25
00	TENDER ISSUE	KK	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

FLUSHING WATER SUPPLY WORKS
LAYOUT PLAN
(SHEET 14)

Drawing no.	Rev.
282748/C6/WS/1314	01

Drawn	Date	Checked	Approved
MAN	12/24	KK	KKC

Scale	Status
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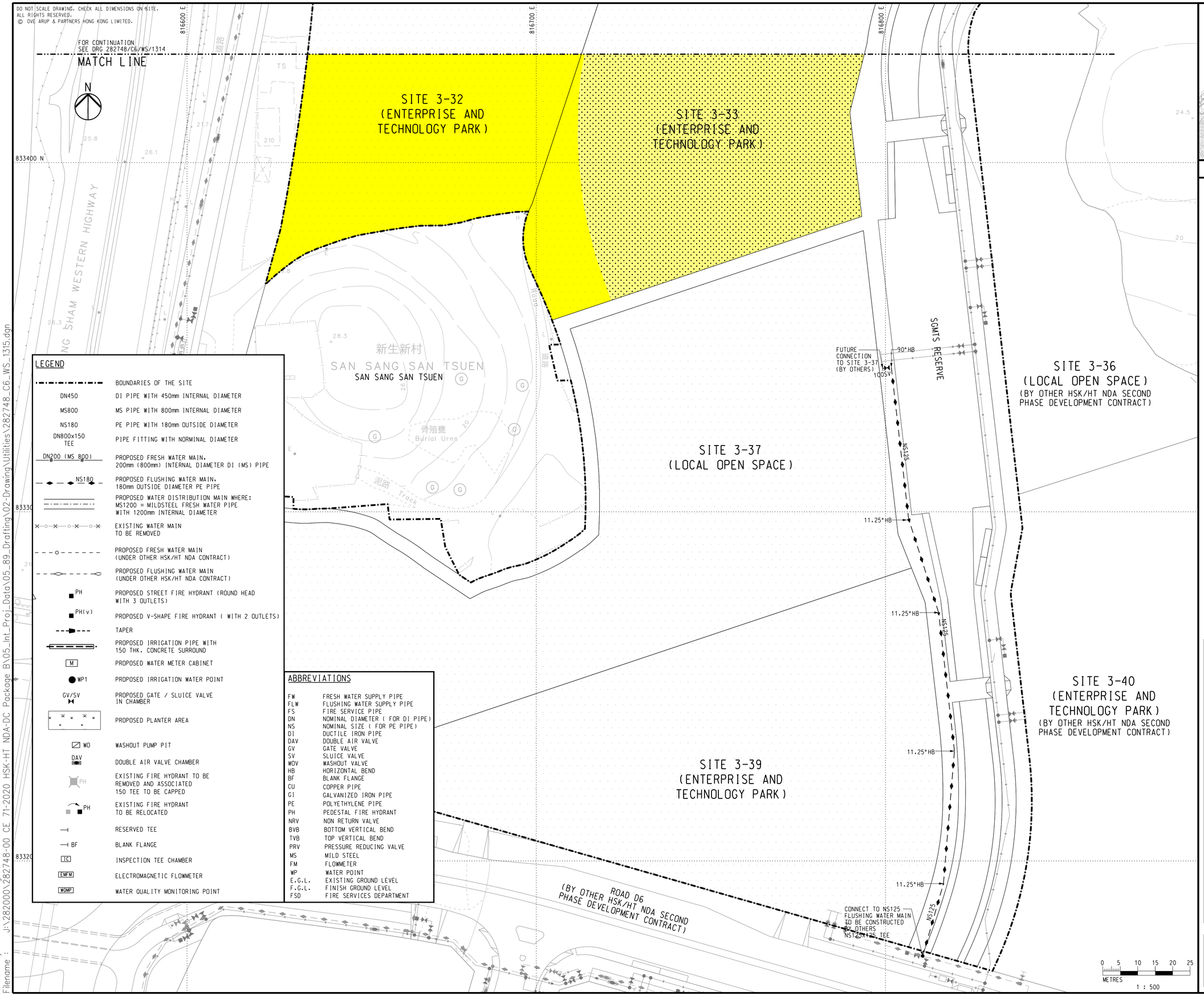

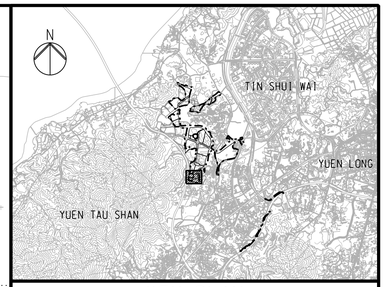

KEY PLAN

NOTES

1. FOR GENERAL NOTES AND LEGEND, REFER TO DRAWING NO. 282748/C6/WS/1001.

LEGEND

	BOUNDARIES OF THE SITE
DN450	DI PIPE WITH 450mm INTERNAL DIAMETER
MS800	MS PIPE WITH 800mm INTERNAL DIAMETER
NS180	PE PIPE WITH 180mm OUTSIDE DIAMETER
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	PROPOSED FRESH WATER MAIN (UNDER OTHER HSK/HT NDA CONTRACT)
	PROPOSED FLUSHING WATER MAIN (UNDER OTHER HSK/HT NDA CONTRACT)
PH	PROPOSED STREET FIRE HYDRANT (ROUND HEAD WITH 3 OUTLETS)
PH(v)	PROPOSED V-SHAPE FIRE HYDRANT (WITH 2 OUTLETS)
	TAPER
	PROPOSED IRRIGATION PIPE WITH 150 THK. CONCRETE SURROUND
M	PROPOSED WATER METER CABINET
WP1	PROPOSED IRRIGATION WATER POINT
GV/SV	PROPOSED GATE / SLUICE VALVE IN CHAMBER
	PROPOSED PLANTER AREA
WO	WASHOUT PUMP PIT
DAV	DOUBLE AIR VALVE CHAMBER
PH	EXISTING FIRE HYDRANT TO BE REMOVED AND ASSOCIATED 150 TEE TO BE CAPPED
PH	EXISTING FIRE HYDRANT TO BE RELOCATED
	RESERVED TEE
BF	BLANK FLANGE
IC	INSPECTION TEE CHAMBER
EMFM	ELECTROMAGNETIC FLOWMETER
WQMP	WATER QUALITY MONITORING POINT

ABBREVIATIONS

FW	FRESH WATER SUPPLY PIPE
FLW	FLUSHING WATER SUPPLY PIPE
FS	FIRE SERVICE PIPE
DN	NOMINAL DIAMETER (FOR DI PIPE)
NS	NOMINAL SIZE (FOR PE PIPE)
DI	DUCTILE IRON PIPE
DAV	DOUBLE AIR VALVE
GV	GATE VALVE
SV	SLUICE VALVE
WOV	WASHOUT VALVE
HB	HORIZONTAL BEND
BF	BLANK FLANGE
CU	COPPER PIPE
GI	GALVANIZED IRON PIPE
PE	POLYETHYLENE PIPE
PH	PEDESTAL FIRE HYDRANT
NRV	NON RETURN VALVE
BVB	BOTTOM VERTICAL BEND
TVB	TOP VERTICAL BEND
PRV	PRESSURE REDUCING VALVE
MS	MILD STEEL
FM	FLOWMETER
WP	WATER POINT
E.G.L.	EXISTING GROUND LEVEL
F.G.L.	FINISH GROUND LEVEL
FSD	FIRE SERVICES DEPARTMENT

Rev	Description	By	Date
00	TENDER ISSUE	KK	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

FLUSHING WATER SUPPLY WORKS
LAYOUT PLAN
(SHEET 15)

Drawing no.			Rev.
282748/C6/WS/1315			00
Drawn MAN	Date 12/24	Checked KK	Approved KKC
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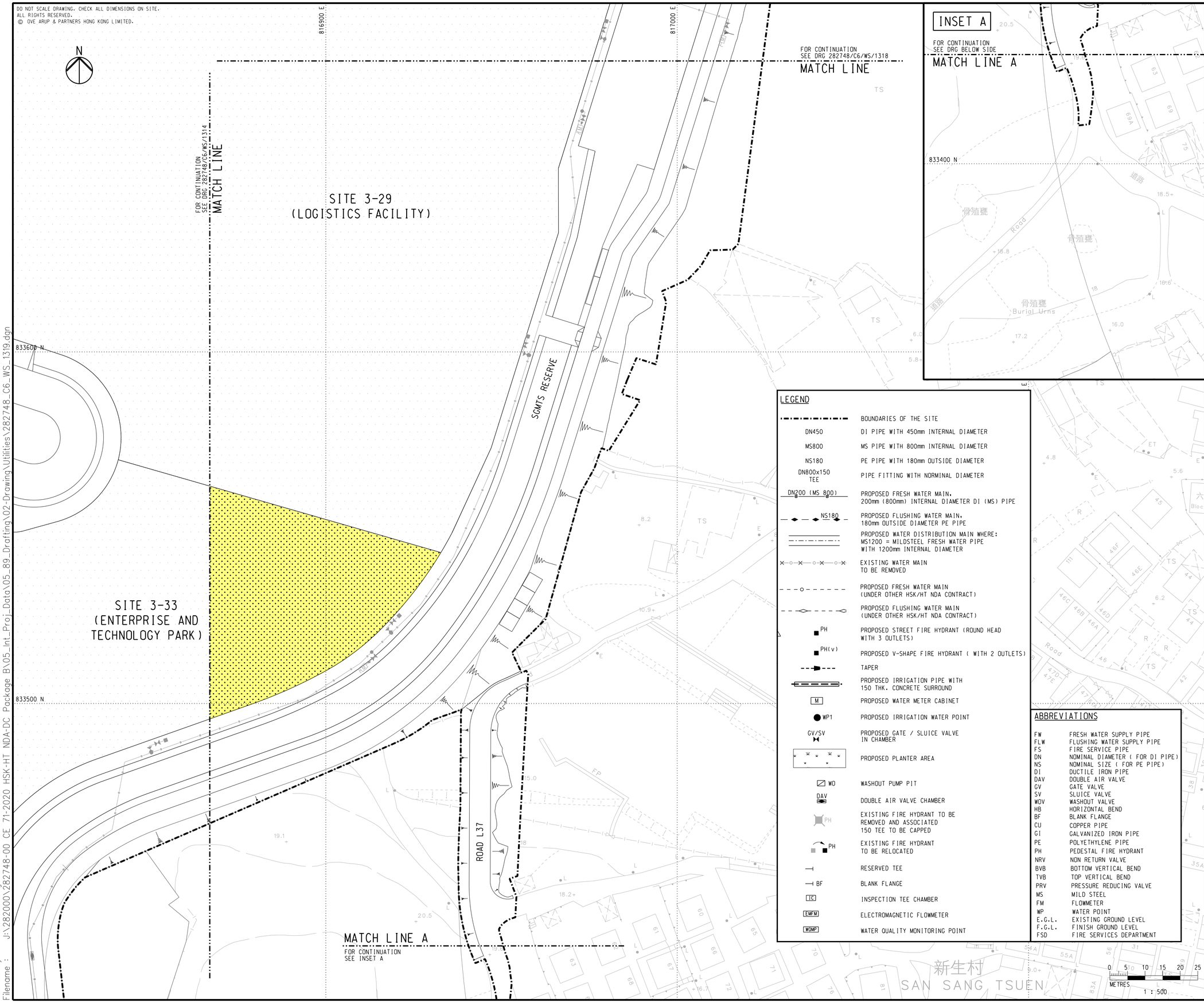

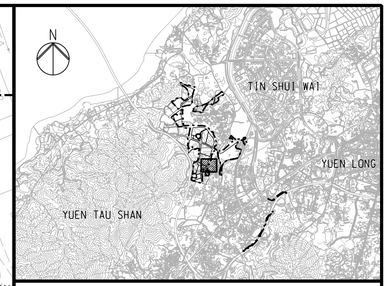

KEY PLAN

NOTES

1. FOR GENERAL NOTES AND LEGEND, REFER TO DRAWING NO. 282748/C6/WS/1001.

LEGEND

	BOUNDARIES OF THE SITE
DN450	DI PIPE WITH 450mm INTERNAL DIAMETER
MS800	MS PIPE WITH 800mm INTERNAL DIAMETER
NS180	PE PIPE WITH 180mm OUTSIDE DIAMETER
DN800x150 TEE	PIPE FITTING WITH NORMINAL DIAMETER
DN200 (MS 800)	PROPOSED FRESH WATER MAIN, 200mm (800mm) INTERNAL DIAMETER DI (MS) PIPE
NS180	PROPOSED FLUSHING WATER MAIN, 180mm OUTSIDE DIAMETER PE PIPE
	PROPOSED WATER DISTRIBUTION MAIN WHERE: MS1200 = MILDSTEEL FRESH WATER PIPE WITH 1200mm INTERNAL DIAMETER
	EXISTING WATER MAIN TO BE REMOVED
	PROPOSED FRESH WATER MAIN (UNDER OTHER HSK/HT NDA CONTRACT)
	PROPOSED FLUSHING WATER MAIN (UNDER OTHER HSK/HT NDA CONTRACT)
PH	PROPOSED STREET FIRE HYDRANT (ROUND HEAD WITH 3 OUTLETS)
PH(v)	PROPOSED V-SHAPE FIRE HYDRANT (WITH 2 OUTLETS)
	TAPER
	PROPOSED IRRIGATION PIPE WITH 150 THK. CONCRETE SURROUND
M	PROPOSED WATER METER CABINET
WP1	PROPOSED IRRIGATION WATER POINT
GV/SV	PROPOSED GATE / SLUICE VALVE IN CHAMBER
	PROPOSED PLANTER AREA
WO	WASHOUT PUMP PIT
DAV	DOUBLE AIR VALVE CHAMBER
PH	EXISTING FIRE HYDRANT TO BE REMOVED AND ASSOCIATED 150 TEE TO BE CAPPED
PH	EXISTING FIRE HYDRANT TO BE RELOCATED
	RESERVED TEE
BF	BLANK FLANGE
TC	INSPECTION TEE CHAMBER
EMFM	ELECTROMAGNETIC FLOWMETER
WQMP	WATER QUALITY MONITORING POINT

ABBREVIATIONS

FW	FRESH WATER SUPPLY PIPE
FLW	FLUSHING WATER SUPPLY PIPE
FS	FIRE SERVICE PIPE
DN	NOMINAL DIAMETER (FOR DI PIPE)
NS	NOMINAL SIZE (FOR PE PIPE)
DI	DUCTILE IRON PIPE
DAV	DOUBLE AIR VALVE
GV	GATE VALVE
SV	SLUICE VALVE
WOV	WASHOUT VALVE
HB	HORIZONTAL BEND
BF	BLANK FLANGE
CU	COPPER PIPE
GI	GALVANIZED IRON PIPE
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NRV	NON RETURN VALVE
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E.G.L.	EXISTING GROUND LEVEL
F.G.L.	FINISH GROUND LEVEL
FSD	FIRE SERVICES DEPARTMENT

Rev	Description	By	Date
00	TENDER ISSUE	KK	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

FLUSHING WATER SUPPLY WORKS
LAYOUT PLAN
(SHEET 19)

Drawing no.			Rev.
282748/C6/WS/1319			00
Drawn MAN	Date 12/24	Checked KK	Approved KKC
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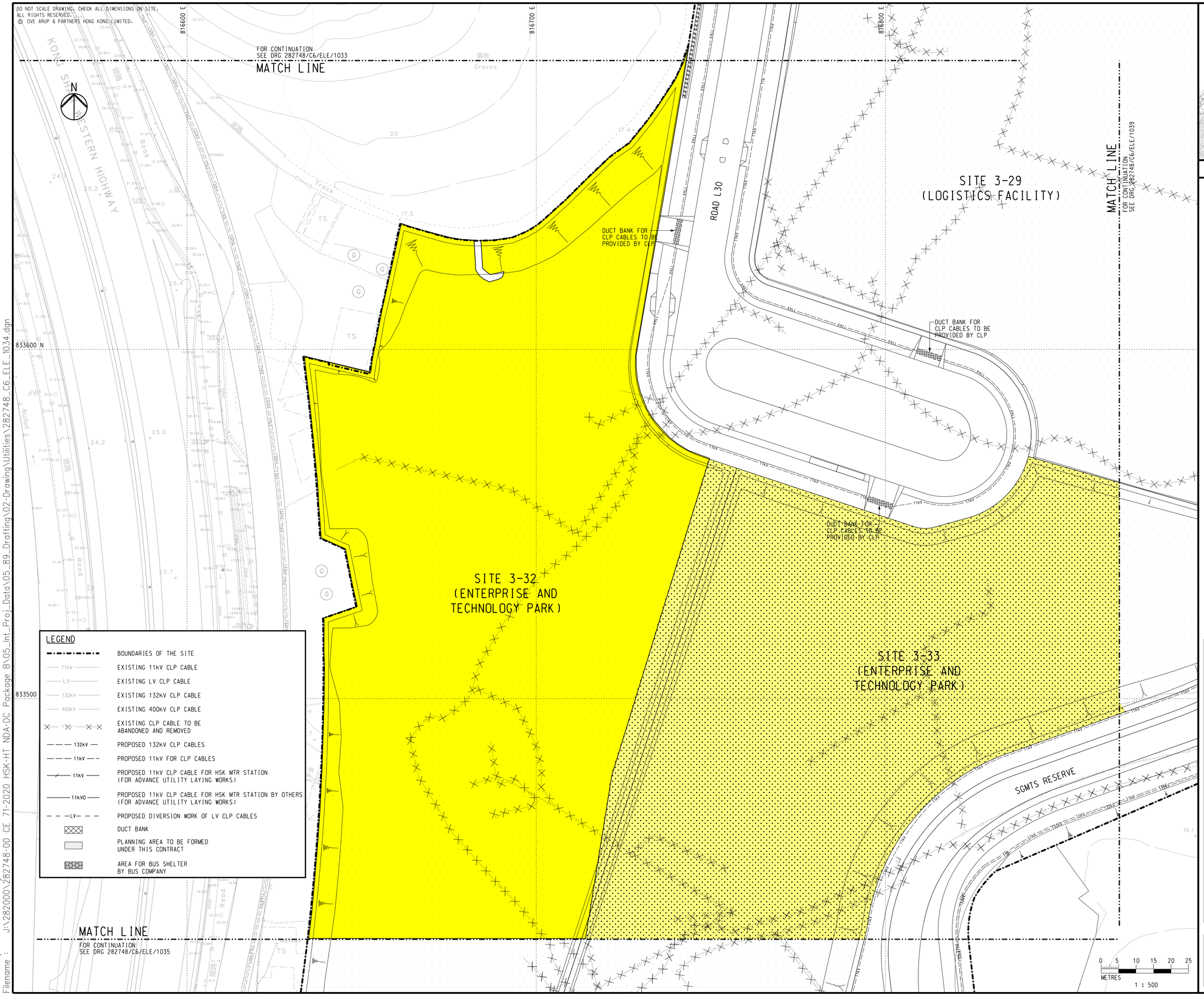

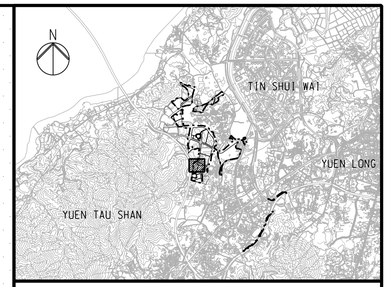

KEY PLAN

NOTES

1. DRAWPITS AND CROSS ROAD DUCT EXCEPT THOSE UNDER THE RUN-IN TO BE DESIGNED AND INSTALLED BY THE UTILITIES UNDERTAKERS.
2. NO ABANDONMENT OR REMOVAL OF THE EXISTING CLP FACILITIES UNLESS PERMISSION IS GIVEN BY CLP.
3. DIMENSIONS IN MILLIMETRE UNLESS OTHERWISE NOTED.
4. FOR GENERAL NOTES AND LEGEND, REFER TO DRAWING NO. 282748/C6/ELE/1001.

LEGEND

- BOUNDARIES OF THE SITE
- 11kV — EXISTING 11kV CLP CABLE
- LV — EXISTING LV CLP CABLE
- 132kV — EXISTING 132kV CLP CABLE
- 400kV — EXISTING 400kV CLP CABLE
- EXISTING CLP CABLE TO BE ABANDONED AND REMOVED
- 132kV — PROPOSED 132kV CLP CABLES
- 11kV — PROPOSED 11kV FOR CLP CABLES
- 11kV — PROPOSED 11kV CLP CABLE FOR HSK MTR STATION (FOR ADVANCE UTILITY LAYING WORKS)
- 11kVO — PROPOSED 11kV CLP CABLE FOR HSK MTR STATION BY OTHERS (FOR ADVANCE UTILITY LAYING WORKS)
- LV — PROPOSED DIVERSION WORK OF LV CLP CABLES
- DUCT BANK
- PLANNING AREA TO BE FORMED UNDER THIS CONTRACT
- AREA FOR BUS SHELTER BY BUS COMPANY

Rev	Description	By	Date
00	TENDER ISSUE	CW	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

EXISTING AND PROPOSED
POWER CABLES
(SHEET 14)

Drawing no.			Rev.
282748/C6/ELE/1034			00
Drawn MAN	Date 12/24	Checked KK	Approved KKC
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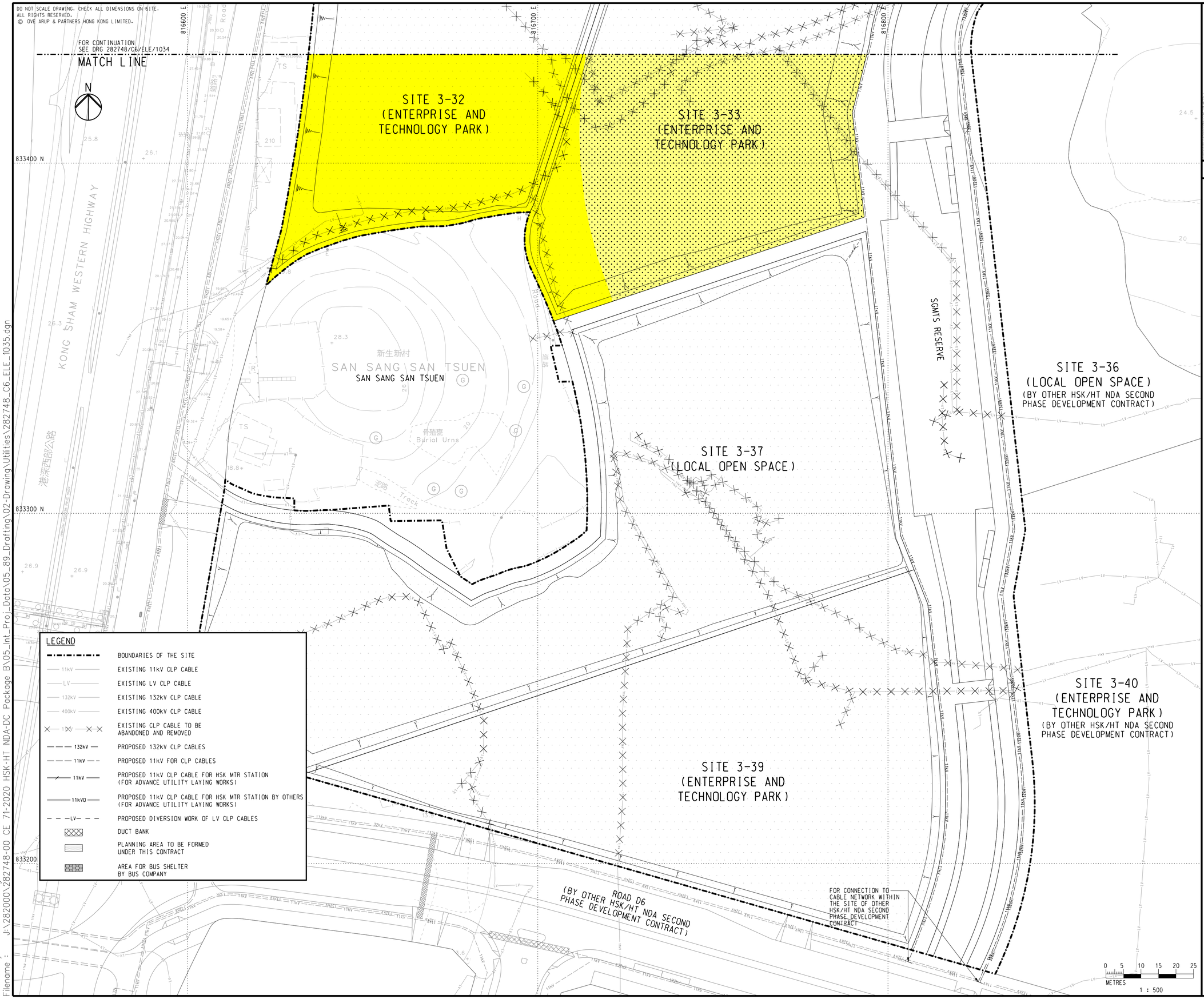
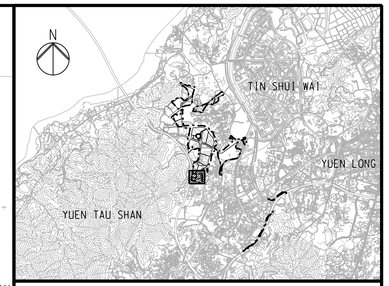


LEGEND

	BOUNDARIES OF THE SITE
11kV	EXISTING 11kV CLP CABLE
LV	EXISTING LV CLP CABLE
132kV	EXISTING 132kV CLP CABLE
400kV	EXISTING 400kV CLP CABLE
1X	EXISTING CLP CABLE TO BE ABANDONED AND REMOVED
132kV	PROPOSED 132kV CLP CABLES
11kV	PROPOSED 11kV FOR CLP CABLES
11kV	PROPOSED 11kV CLP CABLE FOR HSK MTR STATION (FOR ADVANCE UTILITY LAYING WORKS)
11kVO	PROPOSED 11kV CLP CABLE FOR HSK MTR STATION BY OTHERS (FOR ADVANCE UTILITY LAYING WORKS)
LV	PROPOSED DIVERSION WORK OF LV CLP CABLES
	DUCT BANK
	PLANNING AREA TO BE FORMED UNDER THIS CONTRACT
	AREA FOR BUS SHELTER BY BUS COMPANY



KEY PLAN

NOTES

1. DRAWPITS AND CROSS ROAD DUCT EXCEPT THOSE UNDER THE RUN-IN TO BE DESIGNED AND INSTALLED BY THE UTILITIES UNDERTAKERS.
2. NO ABANDONMENT OR REMOVAL OF THE EXISTING CLP FACILITIES UNLESS PERMISSION IS GIVEN BY CLP.
3. DIMENSIONS IN MILLIMETRE UNLESS OTHERWISE NOTED.
4. FOR GENERAL NOTES AND LEGEND, REFER TO DRAWING NO. 282748/C6/ELE/1001.

Rev	Description	By	Date
00	TENDER ISSUE	CW	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

EXISTING AND PROPOSED
POWER CABLES
(SHEET 15)

Drawing no.			Rev.
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Drawn MAN	Date 12/24	Checked KK	Approved KKC
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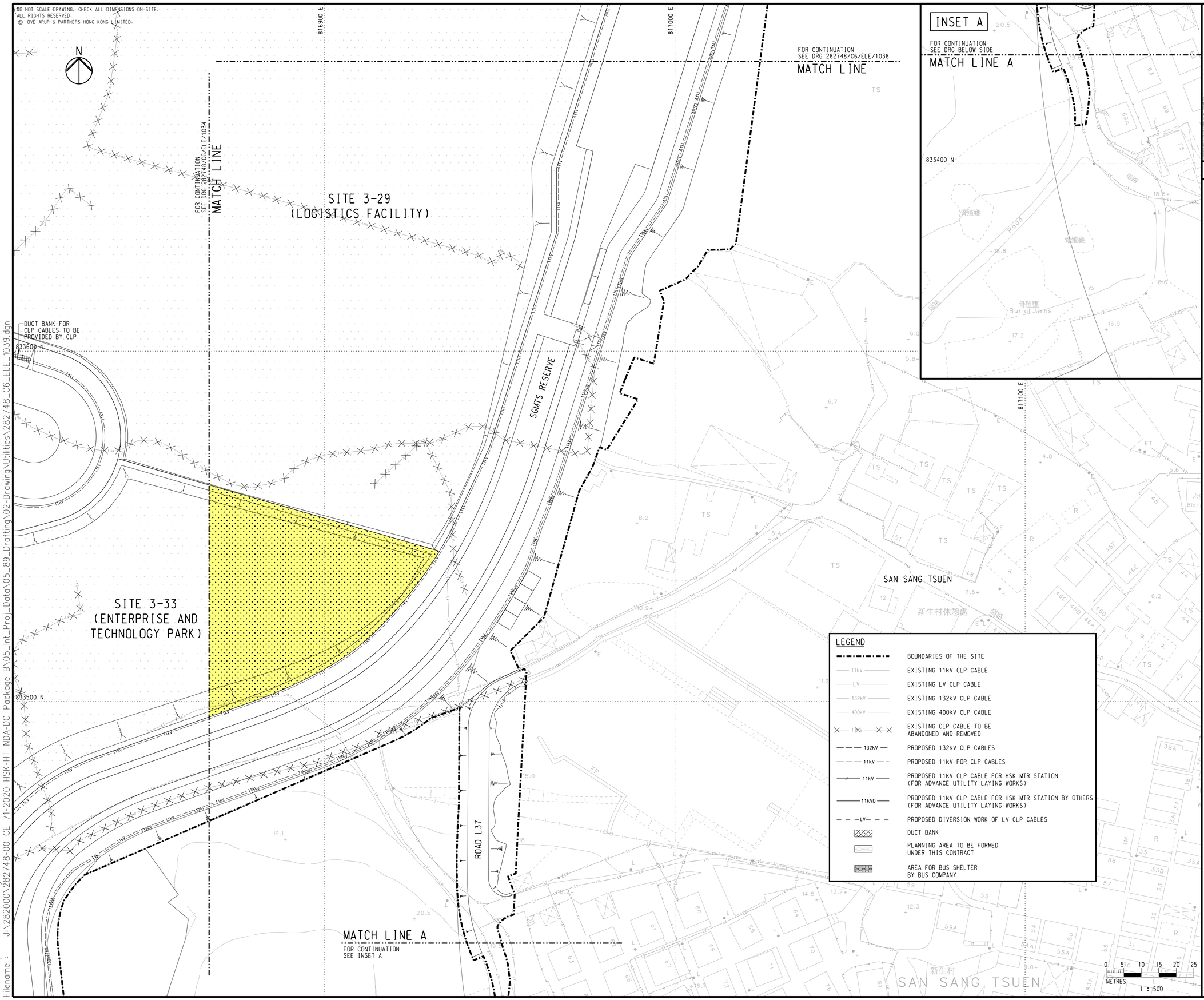

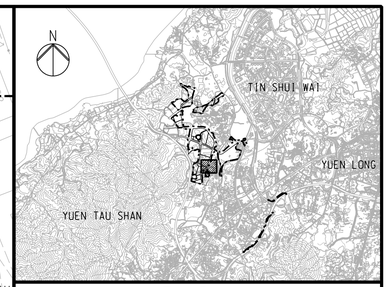

KEY PLAN

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3. DIMENSIONS IN MILLIMETRE UNLESS OTHERWISE NOTED.
4. FOR GENERAL NOTES AND LEGEND, REFER TO DRAWING NO. 282748/C6/ELE/1001.

LEGEND

- BOUNDARIES OF THE SITE
- 11kV — EXISTING 11kV CLP CABLE
- LV — EXISTING LV CLP CABLE
- 132kV — EXISTING 132kV CLP CABLE
- 400kV — EXISTING 400kV CLP CABLE
- 1X — EXISTING CLP CABLE TO BE ABANDONED AND REMOVED
- 132kV — PROPOSED 132kV CLP CABLES
- 11kV — PROPOSED 11kV FOR CLP CABLES
- 11kV — PROPOSED 11kV CLP CABLE FOR HSK MTR STATION (FOR ADVANCE UTILITY LAYING WORKS)
- 11kVO — PROPOSED 11kV CLP CABLE FOR HSK MTR STATION BY OTHERS (FOR ADVANCE UTILITY LAYING WORKS)
- LV — PROPOSED DIVERSION WORK OF LV CLP CABLES
- DUCT BANK
- PLANNING AREA TO BE FORMED UNDER THIS CONTRACT
- AREA FOR BUS SHELTER BY BUS COMPANY

Rev	Description	By	Date
00	TENDER ISSUE	CW	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

EXISTING AND PROPOSED
POWER CABLES
(SHEET 19)

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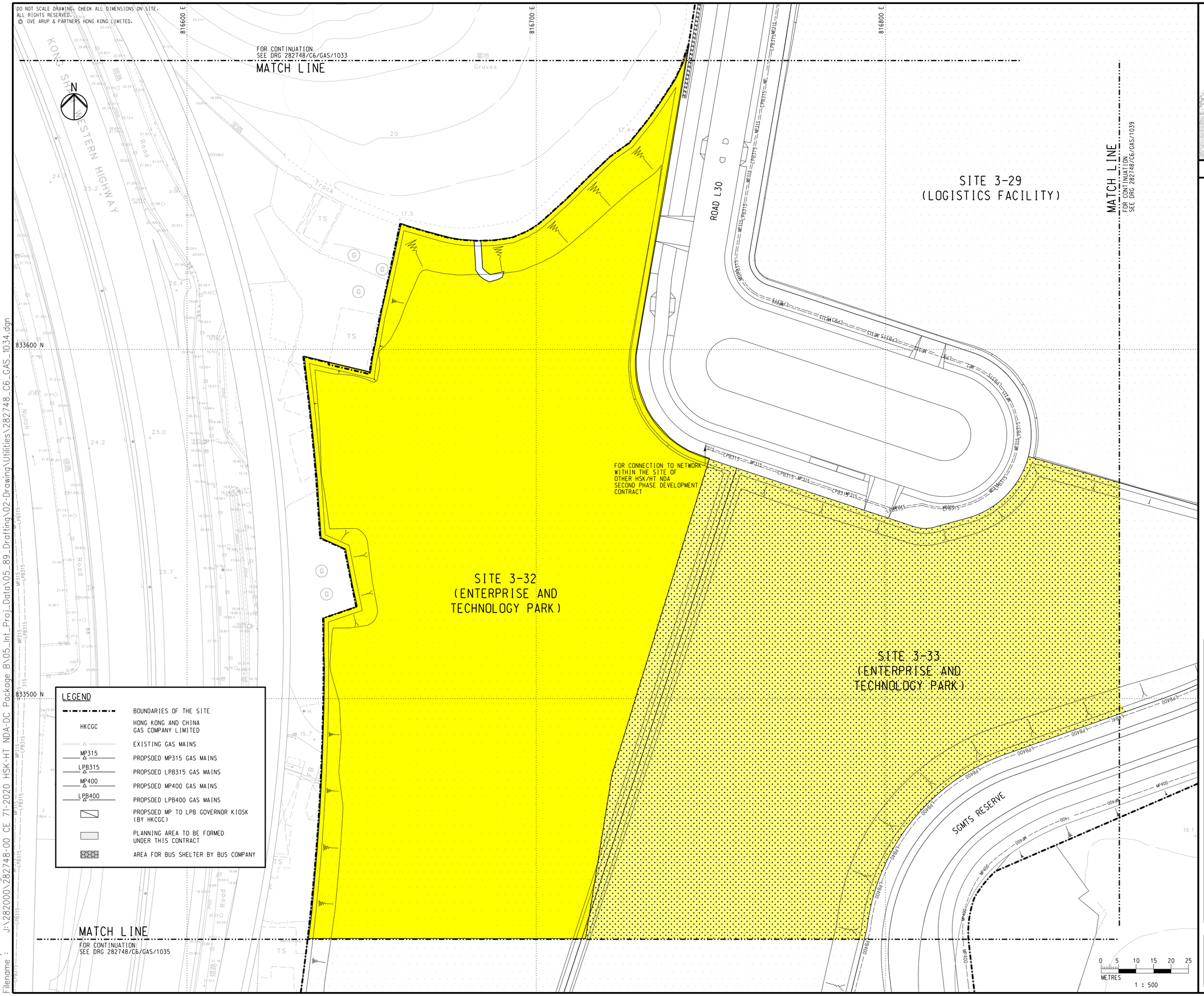

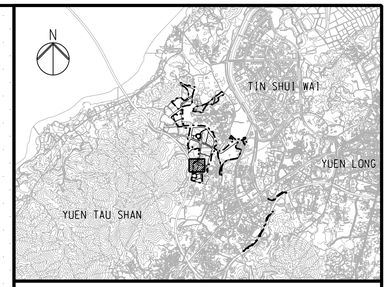

KEY PLAN

NOTES

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2. NO ABANDONMENT OR REMOVAL OF THE EXISTING CLP FACILITIES UNLESS PERMISSION IS GIVEN BY CLP.
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4. FOR GENERAL NOTES AND LEGEND, REFER TO DRAWING NO. 282748/C6/GAS/1001.

LEGEND

	BOUNDARIES OF THE SITE
HKCGC	HONG KONG AND CHINA GAS COMPANY LIMITED
	EXISTING GAS MAINS
MP315	PROPSOED MP315 GAS MAINS
LPB315	PROPSOED LPB315 GAS MAINS
MP400	PROPSOED MP400 GAS MAINS
LPB400	PROPSOED LPB400 GAS MAINS
	PROPSOED MP TO LPB GOVERNOR KIOSK (BY HKCGC)
	PLANNING AREA TO BE FORMED UNDER THIS CONTRACT
	AREA FOR BUS SHELTER BY BUS COMPANY

Rev	Description	By	Date
00	TENDER ISSUE	CW	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

EXISTING AND PROPOSED
GAS MAINS
(SHEET 14)

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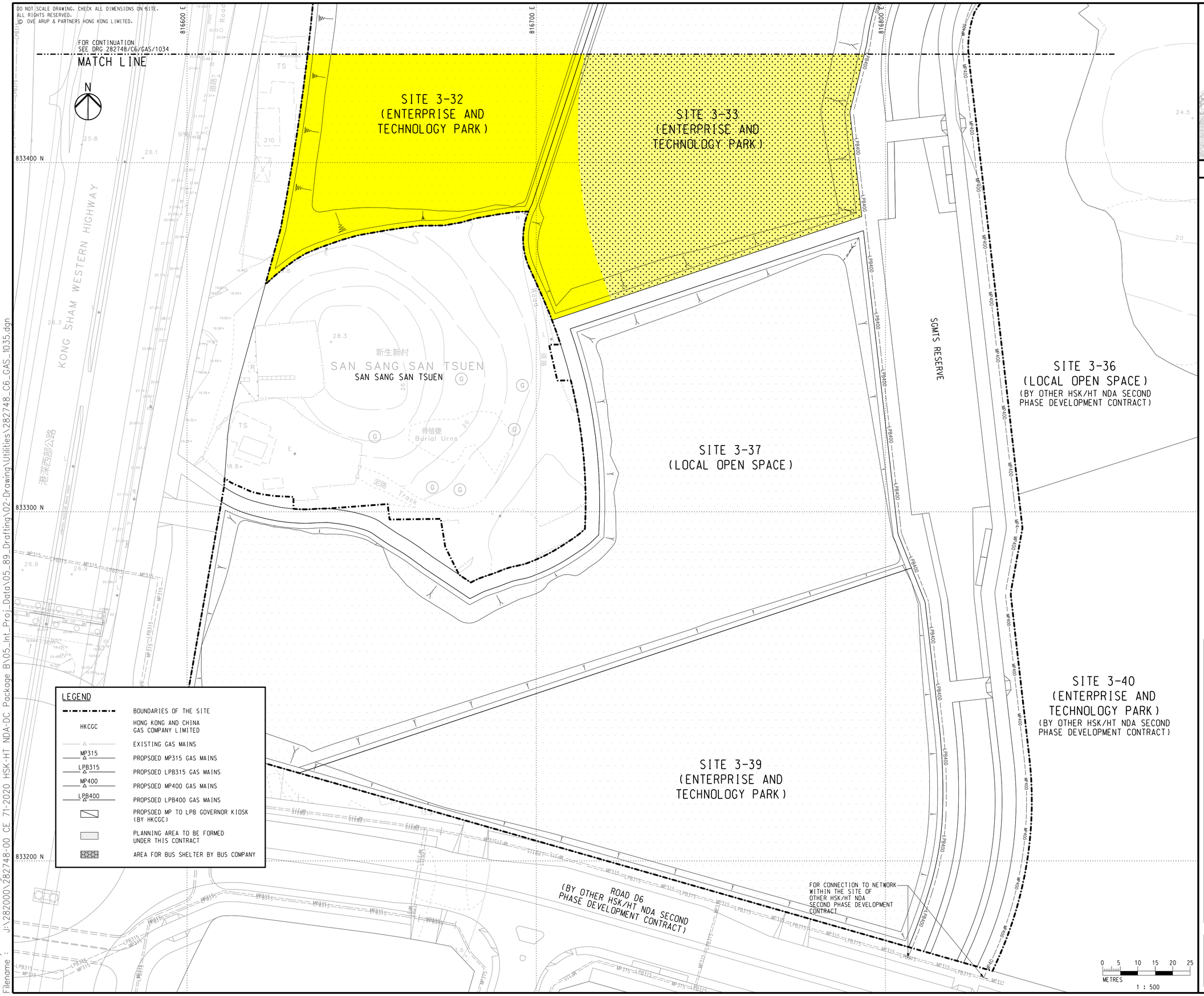

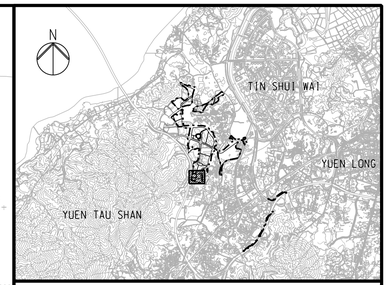

KEY PLAN

NOTES

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Rev	Description	By	Date
00	TENDER ISSUE	CW	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

EXISTING AND PROPOSED
GAS MAINS
(SHEET 15)

Drawing no.			Rev.
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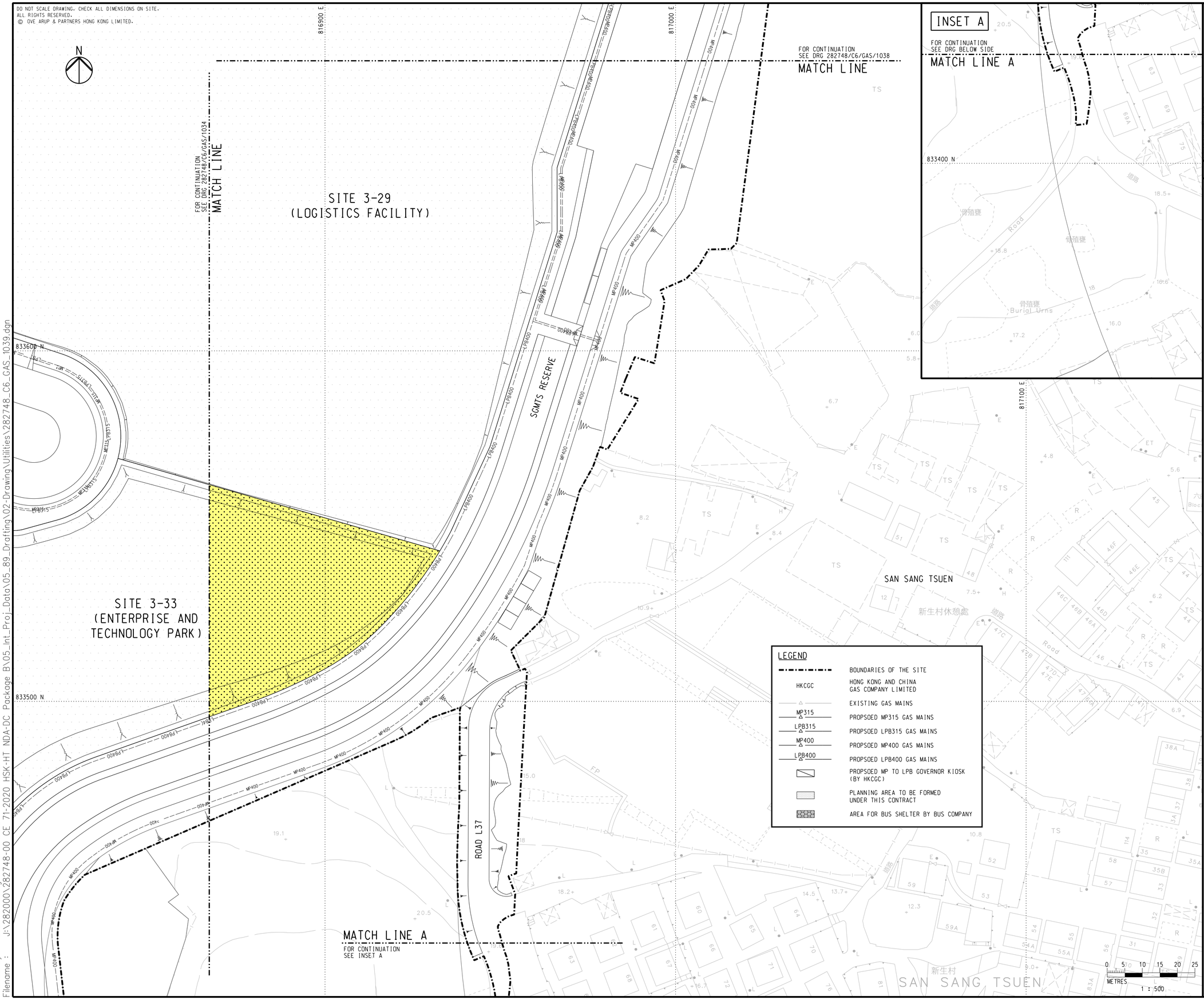

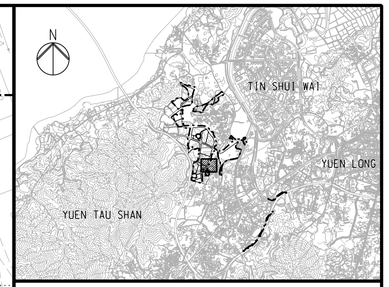

KEY PLAN

NOTES

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ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

EXISTING AND PROPOSED
GAS MAINS
(SHEET 19)

Drawing no.			Rev.
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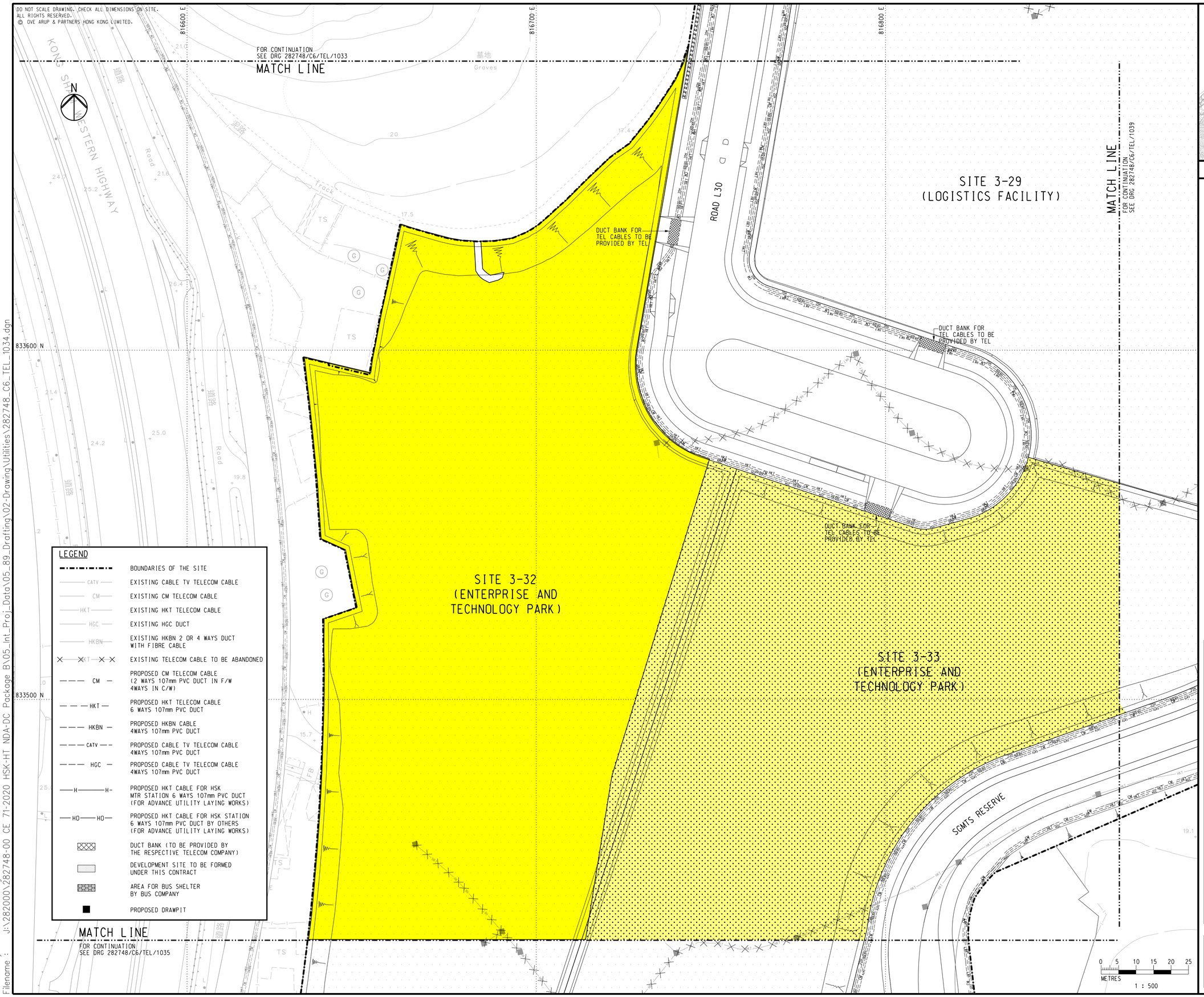
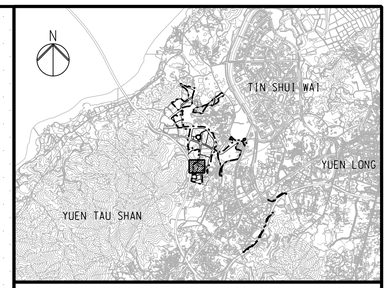


LEGEND

	BOUNDARIES OF THE SITE
CATV	EXISTING CABLE TV TELECOM CABLE
CM	EXISTING CM TELECOM CABLE
HKT	EXISTING HKT TELECOM CABLE
HGC	EXISTING HGC DUCT
HKBN	EXISTING HKBN 2 OR 4 WAYS DUCT WITH FIBRE CABLE
KT	EXISTING TELECOM CABLE TO BE ABANDONED
CM	PROPOSED CM TELECOM CABLE (2 WAYS 107mm PVC DUCT IN F/W 4WAYS IN C/W)
HKT	PROPOSED HKT TELECOM CABLE 6 WAYS 107mm PVC DUCT
HKBN	PROPOSED HKBN CABLE 4WAYS 107mm PVC DUCT
CATV	PROPOSED CABLE TV TELECOM CABLE 4WAYS 107mm PVC DUCT
HGC	PROPOSED CABLE TV TELECOM CABLE 4WAYS 107mm PVC DUCT
H	PROPOSED HKT CABLE FOR HSK MTR STATION 6 WAYS 107mm PVC DUCT (FOR ADVANCE UTILITY LAYING WORKS)
HO	PROPOSED HKT CABLE FOR HSK STATION 6 WAYS 107mm PVC DUCT BY OTHERS (FOR ADVANCE UTILITY LAYING WORKS)
	DUCT BANK (TO BE PROVIDED BY THE RESPECTIVE TELECOM COMPANY)
	DEVELOPMENT SITE TO BE FORMED UNDER THIS CONTRACT
	AREA FOR BUS SHELTER BY BUS COMPANY
	PROPOSED DRAWPIT



KEY PLAN

NOTES

1. DRAWPITS AND CROSS ROAD DUCT EXCEPT THOSE UNDER THE RUN-IN TO BE DESIGNED AND INSTALLED BY THE UTILITIES UNDERTAKERS.
2. NO ABANDONMENT OR REMOVAL OF THE EXISTING TELECOM FACILITIES UNLESS PERMISSION IS GIVEN BY TELECOM COMPANIES.
3. DIMENSIONS IN MILLIMETRE UNLESS OTHERWISE NOTED.
4. FOR GENERAL NOTES AND LEGEND, REFER TO DRAWING NO. 282748/C6/TEL/1001.

Rev	Description	By	Date
00	TENDER ISSUE	CW	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

EXISTING AND PROPOSED
TELECOM LAYOUT PLAN
(SHEET 14)

Drawing no.	Rev.
282748/C6/TEL/1034	00

Drawn	Date	Checked	Approved
MAN	12/24	KK	KKC

Scale	Status
1:500 @ A1	TENDER

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CEDD 土木工程拓展署 Civil Engineering and Development Department

Printed by : Michael-KH.Ng Date : 12/11/2024
Filename : J:\282000\282748-00 CE 71-2020 HSK-HT NDA-DC Package B\05_Int_Proj_Data\05_89_Drafting\02-Drawing\Utilities\282748_C6_TEL_1034.dgn

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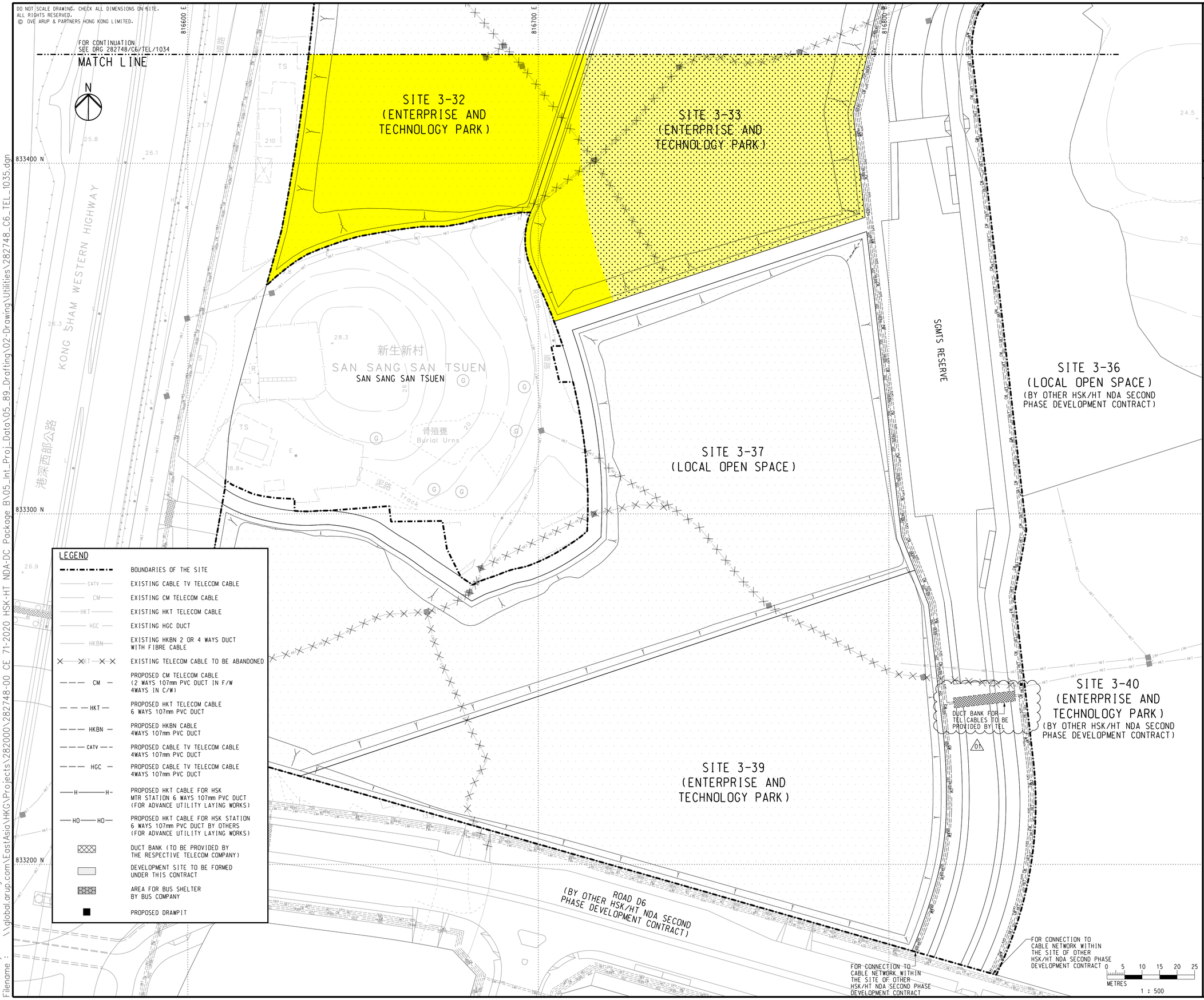
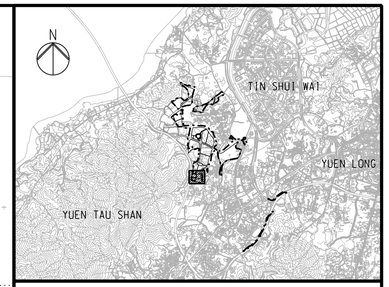


LEGEND

	BOUNDARIES OF THE SITE
CATV	EXISTING CABLE TV TELECOM CABLE
CM	EXISTING CM TELECOM CABLE
HKT	EXISTING HKT TELECOM CABLE
HGC	EXISTING HGC DUCT
HKBN	EXISTING HKBN 2 OR 4 WAYS DUCT WITH FIBRE CABLE
HKT	EXISTING TELECOM CABLE TO BE ABANDONED
CM	PROPOSED CM TELECOM CABLE (2 WAYS 107mm PVC DUCT IN F/W 4WAYS IN C/W)
HKT	PROPOSED HKT TELECOM CABLE 6 WAYS 107mm PVC DUCT
HKBN	PROPOSED HKBN CABLE 4WAYS 107mm PVC DUCT
CATV	PROPOSED CABLE TV TELECOM CABLE 4WAYS 107mm PVC DUCT
HGC	PROPOSED CABLE TV TELECOM CABLE 4WAYS 107mm PVC DUCT
H	PROPOSED HKT CABLE FOR HSK MTR STATION 6 WAYS 107mm PVC DUCT (FOR ADVANCE UTILITY LAYING WORKS)
HO	PROPOSED HKT CABLE FOR HSK STATION 6 WAYS 107mm PVC DUCT BY OTHERS (FOR ADVANCE UTILITY LAYING WORKS)
	DUCT BANK (TO BE PROVIDED BY THE RESPECTIVE TELECOM COMPANY)
	DEVELOPMENT SITE TO BE FORMED UNDER THIS CONTRACT
	AREA FOR BUS SHELTER BY BUS COMPANY
	PROPOSED DRAWPIT



KEY PLAN

NOTES

1. DRAWPITS AND CROSS ROAD DUCT EXCEPT THOSE UNDER THE RUN-IN TO BE DESIGNED AND INSTALLED BY THE UTILITIES UNDERTAKERS.
2. NO ABANDONMENT OR REMOVAL OF THE EXISTING TELECOM FACILITIES UNLESS PERMISSION IS GIVEN BY TELECOM COMPANIES.
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4. FOR GENERAL NOTES AND LEGEND, REFER TO DRAWING NO. 282748/C6/TEL/1001.

Rev	Description	By	Date
01	TENDER ADDENDUM NO. 1	CW	01/25
00	TENDER ISSUE	CW	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

EXISTING AND PROPOSED
TELECOM LAYOUT PLAN
(SHEET 15)

Drawing no.	Rev.
282748/C6/TEL/1035	01

Drawn	Date	Checked	Approved
MAN	12/24	KK	KKC

Scale	Status
1:500 @ A1	TENDER

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Civil Engineering and Development Department

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N

816900 E

817000 E

FOR CONTINUATION
SEE DRG 282748/C6/TEL/1038
MATCH LINE

FOR CONTINUATION
SEE DRG 282748/C6/TEL/1034
MATCH LINE

SITE 3-29
(LOGISTICS FACILITY)

SITE 3-33
(ENTERPRISE AND
TECHNOLOGY PARK)

DUCT BANK FOR
TEL CABLES TO BE
PROVIDED BY TEL

SGMTS RESERVE

ROAD L37

833500 N

MATCH LINE A
FOR CONTINUATION
SEE INSET A

INSET A

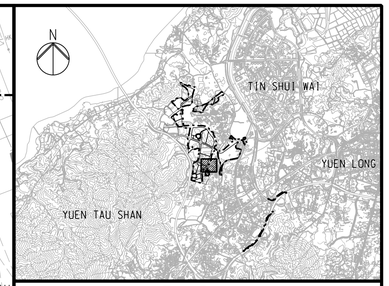
FOR CONTINUATION
SEE DRG BELOW SIDE
MATCH LINE A

833400 N

817100 E

新生村
SAN SANG TSUEN

0 5 10 15 20 25
METRES
1 : 500



KEY PLAN

NOTES

1. DRAWPITS AND CROSS ROAD DUCT EXCEPT THOSE UNDER THE RUN-IN TO BE DESIGNED AND INSTALLED BY THE UTILITIES UNDERTAKERS.
2. NO ABANDONMENT OR REMOVAL OF THE EXISTING TELECOM FACILITIES UNLESS PERMISSION IS GIVEN BY TELECOM COMPANIES.
3. DIMENSIONS IN MILLIMETRE UNLESS OTHERWISE NOTED.
4. FOR GENERAL NOTES AND LEGEND, REFER TO DRAWING NO. 282748/C6/TEL/1001.

LEGEND

	BOUNDARIES OF THE SITE
CATV	EXISTING CABLE TV TELECOM CABLE
CM	EXISTING CM TELECOM CABLE
HKT	EXISTING HKT TELECOM CABLE
HGC	EXISTING HGC DUCT
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HKBN	PROPOSED HKBN CABLE 4WAYS 107mm PVC DUCT
CATV	PROPOSED CABLE TV TELECOM CABLE 4WAYS 107mm PVC DUCT
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	DEVELOPMENT SITE TO BE FORMED UNDER THIS CONTRACT
	AREA FOR BUS SHELTER BY BUS COMPANY
	PROPOSED DRAWPIT

Rev	Description	By	Date
00	TENDER ISSUE	CW	12/24

Consultant

ARUP

Project Title

Contract No. YL/2023/06
Hung Shui Kiu/Ha Tsuen
New Development Area
Second Phase Development - Contract 6 -
Site Formation and Engineering
Infrastructure Works

Drawing title

EXISTING AND PROPOSED
TELECOM LAYOUT PLAN
(SHEET 19)

Drawing no.			Rev.
282748/C6/TEL/1039			00
Drawn MAN	Date 12/24	Checked KK	Approved KKC
Scale 1:500 @ A1		Status TENDER	

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Civil Engineering and
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Printed by : Michael-KH.Ng Date : 12/11/2024
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For execution by the parties upon acceptance of a tender for the tendered lots comprising the package referred to in paragraph 3(a) of the Tender Notice

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. 20 (herein referred to as "the lot"), Hung Shui Kiu Town Lot No. 18, Hung Shui Kiu Town Lot No. 19 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. 20	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

For execution by the parties upon acceptance of a tender for the tendered lots comprising the package referred to in paragraph 3(b) of the Tender Notice

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. 20 (herein referred to as "the lot"), Hung Shui Kiu Town Lot No. 18, Hung Shui Kiu Town Lot No. 19, 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. 20	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

For execution by the parties upon acceptance of a tender for the tendered lots comprising the package referred to in paragraph 3(c) of the Tender Notice

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. 20 (herein referred to as "the lot"), Hung Shui Kiu Town Lot No. 18, Hung Shui Kiu Town Lot No. 19, 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. 20	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

For execution by the parties upon acceptance of a tender for the tendered lots comprising the package referred to in paragraph 3(d) of the Tender Notice

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. 20 (herein referred to as "the lot"), Hung Shui Kiu Town Lot No. 18, Hung Shui Kiu Town Lot No. 19, 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. 20	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 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 HSKTL 20
LOTTO : LOTTO 51318151
LOTMO 21100 LOTAPH
SECTOR

Point	Hong Kong 1980 Grid Coordinates	
	N (m)	E (m)
A	832821.594	816810.485
B	832823.150	816816.328
C	832823.426	816821.091
D	832798.104	816878.501
E	832788.060	816881.448
F	832743.465	816861.778
G	832747.541	816841.540
H	832745.944	816824.795
J	832744.782	816820.178
K	832744.375	816817.694
L	832738.351	816804.163
M	832731.331	816791.879
ARC CENTRE		
A-B	832842.454	816808.059
B-C	832818.640	816818.979

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 11th day of September 2025.

Dated this 19th day of December 2025.

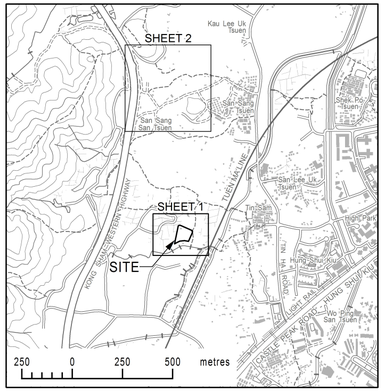
Signed

*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	YL19740			
Svy.Officer	Y.M.TANG			
Tech.Officer	T.Y.NG			
Date	19/12/2025			
Plan No.	YL19740-SP			

LOCATION



SIDE	DISTANCE IN METRES	BEARING ° ' "	Pt.	CORNER MARKED BY
Chord A B	6.047	75 05 17		
Chord B C	4.771	86 40 39		
C D	62.747	113 48 04		
D E	10.467	163 38 52		
E F	48.740	203 48 06		
F G	20.644	281 23 15		
G H	16.821	264 33 08		
H J	4.761	255 52 24		
J K	2.517	260 41 41		
K L	14.811	246 00 05		
L M	14.148	240 15 19		
M A	92.161	11 38 50		

CURVE DATA

Arc AB = 6.068 m	Radius = 21.000 m	∠ = 16° 33' 16"
Arc BC = 4.954 m	Radius = 5.232 m	∠ = 54° 14' 50"

× 9.0 SPOT LEVEL IN METRES AS AT 28/05/2025

PLAN I

SPECIAL CONDITIONS REFER

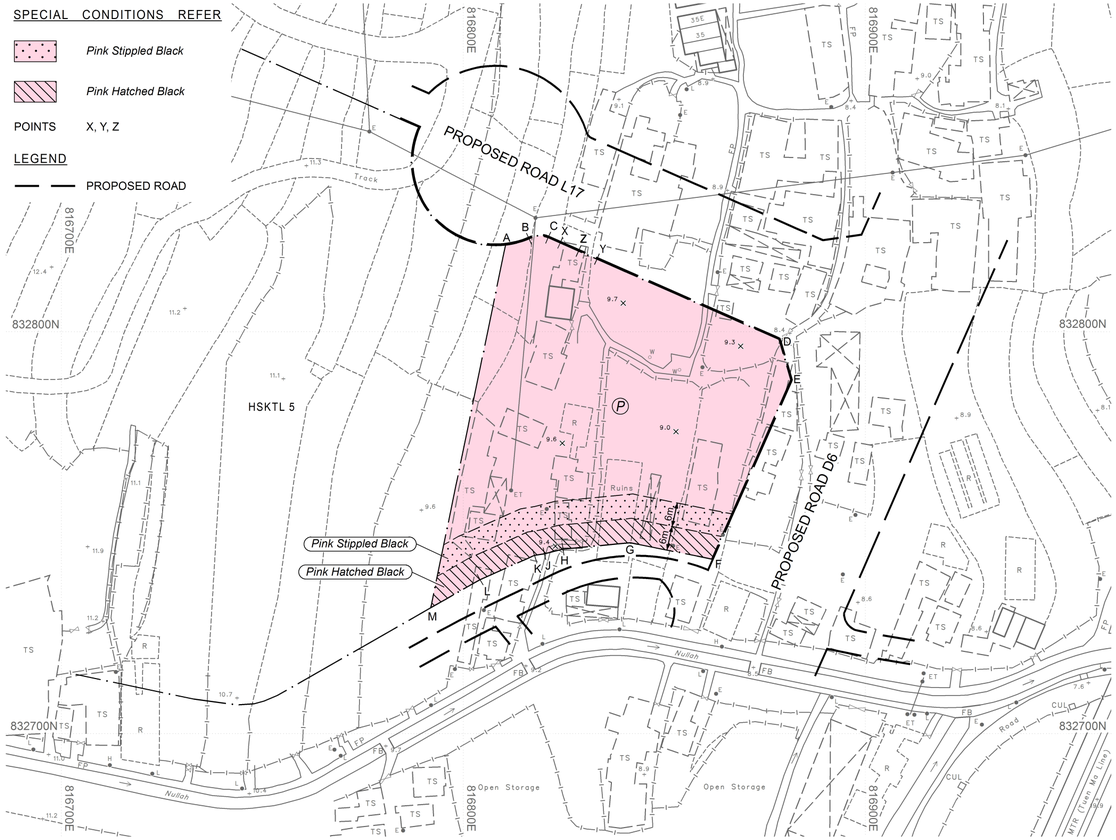
Pink Stippled Black

Pink Hatched Black

POINTS X, Y, Z

LEGEND

PROPOSED ROAD



COLOURED PINK, PINK STIPPLED BLACK AND PINK HATCHED BLACK AREA 5 054 SQUARE METRES (ABOUT)

metres 20 0 20 40 60 80 100 metres

District Survey Office, Yuen Long
Lands Department

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HUNG SHUI KIU TOWN LOT No. 20

File No. LAO/LSS-DLOs-002-YL-001-HSK-20-002-001, SMO/Regional-007-001-DSO/YL-2025-W0112

Survey Sheet No. 6-NW-12C

O.Z.P. No. S/HSK/2

PLAN No. YL19740-SP (SHEET 1 OF 2)

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

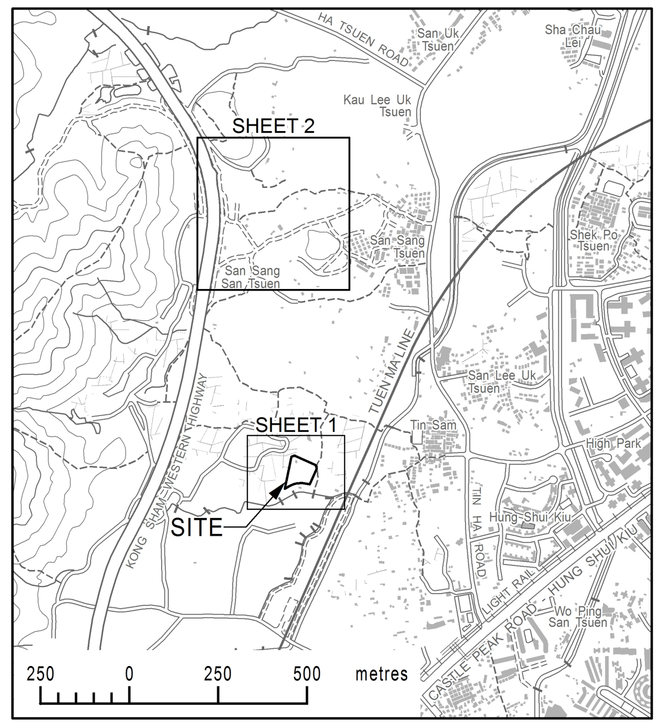
Witness to the signature of Chief Estate Surveyor / Land Supply Civil Servant, Lands Department

Dated this _____ day of _____ 20____

LOT NUMBER HSKTL 20
LOTID : LOTCD 5365 LOTNO 20 LOTALPH SECTCD

PLAN II

LOCATION



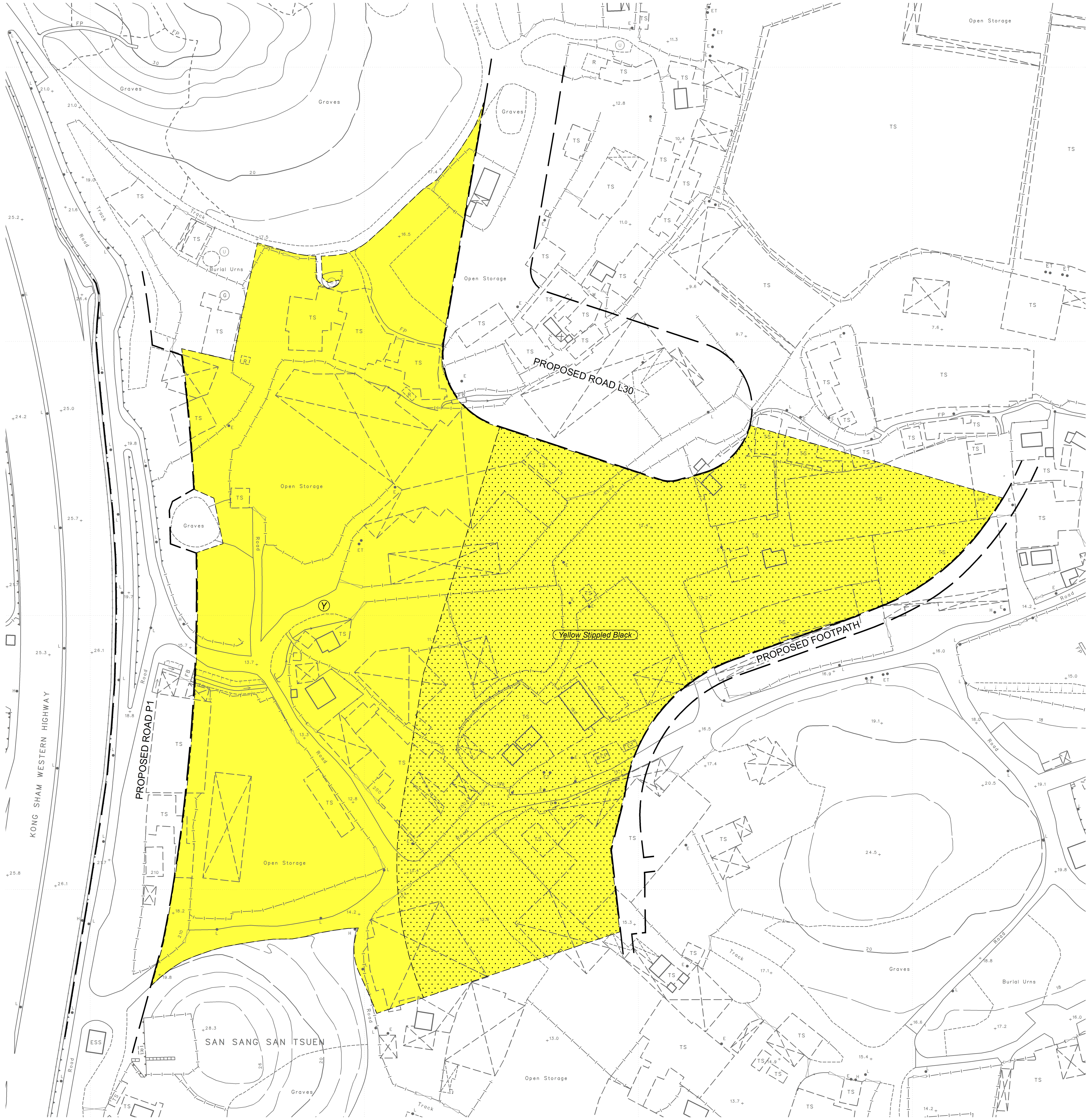
SPECIAL CONDITIONS REFER

Yellow

Yellow Stippled Black

LEGEND

PROPOSED ROAD



metres 20 0 20 40 60 80 100 metres

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____

District Survey Office, Yuen Long
Lands Department

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HUNG SHUI KIU TOWN LOT No. 20

File No. LAO/LSS-DLOs-002-YL-001-HSK-20-002-001,
SMO/Regional-007-001-DSO/YL-2025-W0112

Survey Sheet No. 6-NW-7C & 12A

O.Z.P. No. S/HSK/2

PLAN No. YL19740-SP (SHEET 2 OF 2)

Date : 19/12/2025

Dated .....20.....

AGREEMENT

AND

CONDITIONS OF SALE

OF

Hung Shui Kiu Town Lot No. 20

Purchaser :

Rent : As specified in General Condition No. 4

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

Lands Department