

**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. 23	Area 44A (West), Hung Shui Kiu / Ha Tsuen New Development Area, Yuen Long, New Territories	As delineated and shown coloured pink on the plan annexed hereto	23,241 (about)	An annual rent of an amount equal to 3% of the rateable value from time to time of the lot, subject to General Condition No. 4 hereof

GENERAL CONDITIONS

Completion of tender documents

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

Completion of sale

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

Payment of balance
of premium in stages

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

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

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

Failure to pay
further deposit or
balance of the
premium

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

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

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

Rent

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

Acknowledgement
by the Purchaser

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

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

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

Exclusion of
warranty

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

Indemnity by the
Purchaser

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

Setting out

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

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

Encroachment upon
Government land

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

Maintenance

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

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

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

Boundary stones

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

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

Private streets, roads
and lanes

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

Right to inspect

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

Right to inspect for
assessing
contamination

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

Breach of lease
conditions

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

Re-entry

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

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

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

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

No refund of
premium on re-entry

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

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

Lease

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

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

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

Definitions

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

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

Marginal notes

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

SPECIAL CONDITIONS

Possession

(1) Subject to payment of the balance of the premium in respect of the tendered lots referred to in paragraph 1 of the Form of Tender (Premium Submission) annexed hereto in the manner as provided in General Condition No. 2(a) hereof or payment of the sum in respect of the tendered lots referred to in paragraph 1 of the Form of Tender (Premium Submission) annexed hereto in the manner as provided in General Condition No. 2(b)(i) hereof (as the case may be) and the provisions of General Condition No. 1 hereof, possession of the lot shall be deemed to be given to the Purchaser on the date of this Agreement.

Acknowledgement of the Existing Buildings and Structures

(2) (a) The Purchaser hereby accepts and acknowledges that as at the date of this Agreement, there are some buildings and structures existing within the lot and the area shown coloured yellow on the plan annexed hereto (hereinafter referred to as “the Yellow 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 and the Yellow 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 and the Yellow 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 L30" (hereinafter referred to as "the Proposed Road L30"), "PROPOSED ROAD P1" (hereinafter referred to as "the Proposed Road P1") and "PROPOSED FOOTPATH" on the plan annexed hereto, and the utility services serving the lot and the Yellow 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

- (4) (a) (i) The Purchaser shall on or before 31 December 2033, 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 that portion of the future public footpath within the Yellow Area in accordance with the Technical Schedule marked “Technical Schedule for the Yellow 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 so that pedestrian traffic may be carried on the Yellow Area.
- (ii) For the purpose of this Special Condition, the decision of the D of CED as to whether and when that portion of the future public footpath within the Yellow Area has 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

- (c) (i) The Purchaser shall at his own expense submit or cause to be submitted to the D of CED for his written approval plans for formation and construction of the Yellow 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 such other details and information as the D of CED may at his sole and absolute discretion require. The submission as

approved by the D of CED is hereinafter referred to as “the Approved Yellow Area Plans”.

- (ii) No amendment, variation, alteration, modification or substitution of the Approved Yellow 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 and form part thereof.
- (iv) Subject to Special Condition No. (33) hereof, no site formation works shall be commenced on or within the Yellow Area until the plans 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

(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 or any part thereof, at his own expense and in all respects to the satisfaction of the D of CED, uphold, repair and maintain the Yellow Area and everything forming a portion of or pertaining to it in good and substantial repair and condition, except any part of the Yellow 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 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 (hereinafter collectively referred to as “the Yellow Area Works”) in order to ensure that the Yellow 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 or any part thereof or the Yellow 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

- (g) (i) For the purpose only of carrying out the Demolition and Removal Works, the Preventive Works (as referred to in Special Condition No. (33)(b) hereof), the Pre-development Contamination Assessment and the Pre-development Decontamination Works (both as referred to in Special Condition No. (33)(c) hereof) within the Yellow 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.
- (ii) The Purchaser shall accept the Yellow 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 or any part thereof 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 or any part thereof, 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 or any part thereof 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

(i) The Purchaser shall not without the prior written consent of the Director use the Yellow Area or any part thereof 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. (33)(b) hereof), the Pre-development Contamination Assessment and the Pre-development Decontamination Works (both as referred to in Special Condition No. (33)(c) hereof), the works specified in sub-clauses (a)(i) and (d) of this Special Condition and the provision of the Temporary Re-provision Footpath 2 (as referred to in Special Condition No. (11)(c)(i)(II) hereof). 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

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

- (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 lot and the Yellow 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 or any part thereof, 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 lot and the Yellow 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 or any part thereof 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 lot or the Yellow 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 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 lot and the Yellow 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 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 if the Purchaser shall fail to complete the works 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\$2,734.00 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 everything forming a portion of or pertaining to it—
- (I) which may exist on the date or respective dates of re-delivery of possession by the Purchaser of the Yellow Area or any part thereof; 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 or any part thereof (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 and everything forming a portion of or pertaining to it 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 everything forming a portion of or pertaining to it which may exist on the date or respective dates of re-delivery of possession by the Purchaser of the Yellow Area or any part thereof.
- (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 everything forming a portion

of or pertaining to it 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 everything forming a portion of or pertaining to it 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 (I)(ii) and (I)(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\$526,213.00 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) 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) The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for non-residential purposes excluding—

(i) hotel and petrol filling station;

(ii) any trade that is now or may hereafter be declared to be an offensive trade under the Public Health and Municipal Services Ordinance, any regulation made thereunder and any amending legislation; and

- (iii) the use or storage of any dangerous goods as defined in the Dangerous Goods Ordinance, any regulation made thereunder and any amending legislation (hereinafter referred to as “the Dangerous Goods Ordinance”), except the use or storage of such dangerous goods as shall be exempted from the licensing requirements under the Dangerous Goods Ordinance or as shall be an ancillary and associated use in direct support of the operation of a data centre only provided that the Purchaser shall have obtained all necessary licences and approvals under the Dangerous Goods Ordinance and shall during the term hereby agreed to be granted maintain such licences and approvals in force.

(b) For the purposes of these Conditions–

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

shall be final and binding on the Purchaser.

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 69,723 square metres and shall not exceed 116,205 square metres;
Building setback	(d) (i) unless the Director of Buildings (hereinafter referred to as “the D of B”) agrees otherwise, the Purchaser shall at his own expense submit to the D of B for his written approval a plan or plans demonstrating the configuration and layout of all the buildings, structures, supports for buildings or structures and any projection erected or constructed or to be erected or constructed at or above the ground level of the lot for providing the setback areas from the boundaries of the lot, which submission shall in all respects be in compliance with the requirements of the D of B and include the paving and landscaping proposal of such setback areas and other relevant information as the D of B may require or specify at his sole discretion. The submission as approved by the D of B is hereinafter referred to as “the Approved Building Setback Submission”. Any building, structure, support for building or structure and any projection erected or constructed or to be erected or constructed on the lot shall in all respects comply with the Approved Building Setback Submission. For the purpose of this sub-clause (d)(i), the decision of the D of B as to what constitutes the ground level of the lot or whether there has been compliance with the Approved Building Setback Submission shall be final and binding on the Purchaser; and (ii) no amendment, variation, alteration, modification or substitution of the Approved Building Setback Submission shall be made without the prior written approval of the D of B, and if such approval is given, it shall be upon such terms and conditions as determined by the D of B at his sole discretion;

Building separation

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

Greenery Area

- (f) (i) the Purchaser shall at his own expense submit to the D of B for his written approval a plan or plans indicating such portion or portions of the lot or building or buildings erected or to be erected thereon at or within which greening (including but not limited to the provision of live plants with soil base) will be provided and maintained (hereinafter referred to as “the Greenery Area”), the layout and size of the Greenery Area and such other information (including but not limited to the location and particulars of the building works for the Greenery Area) as the D of B may require or specify at his sole discretion (which submission is hereinafter referred to as “the Greenery Submission”). The decision of the D of B as to what constitutes the provision of greening under the Greenery Submission and which portion or portions of the lot or building or buildings erected or to be erected thereon constitutes the Greenery Area shall be final and binding on the Purchaser. The submission as approved by the D of B is hereinafter referred to as “the Approved Greenery Submission”. For the purposes of these Conditions, “building works” shall be as defined in the Buildings Ordinance;

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

Provisional Gold
Rating

(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.

Acknowledgement of
the Existing
Pathways

- (11) (a) (i) The Purchaser hereby accepts and acknowledges that as at the date of this Agreement, there are two pathways existing within the lot, the approximate alignments of which are for identification purpose only shown by a pecked brown line and a pecked blue line respectively on the plan annexed hereto (hereinafter referred to as "the Existing Pathway 1" and "the Existing Pathway 2" respectively). The Existing Pathway 1 and the Existing Pathway 2 are hereinafter collectively referred to as "the Existing Pathways".
- (ii) 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 as existing at the date of this Agreement subject to the presence and use of the Existing Pathways, 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.
 - (iii) The Government gives no warranty or guarantee, express or implied, as to the physical state, condition or safety of the Existing Pathways or whether the Existing Pathways were constructed or formed or have remained in existence in compliance with the provisions of the Buildings Ordinance.

Right of way over the Existing Pathways and maintenance of the Existing Pathways

- (iv) The presence, physical state, condition or safety of the Existing Pathways and their use 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.
- (b) (i) Except as provided in sub-clause (c)(i)(I) of this Special Condition, until the Proposed Road P1 have been constructed and completed, the Purchaser shall—
 - (I) not, except with the prior written approval of the D of CED, damage, disturb, obstruct, interfere with, close, alter, divert, relocate, remove or demolish or permit or suffer to be damaged, disturbed, obstructed, interfered with, closed, altered, diverted, relocated, removed or demolished the Existing Pathway 1 or any part thereof;
 - (II) at his own expense uphold, maintain and repair the Existing Pathway 1 in good and substantial repair and condition in all respects to the satisfaction of the D of CED; and
 - (III) permit all members of the public at all times free of charge to have the right of free and unrestricted access to pass and repass on foot or by wheelchair on, along and through the Existing Pathway 1, such access shall be of clear width of not less than 1.5 metres.
- (ii) Except as provided in sub-clause (c)(i)(II) of this Special Condition, until that portion of the future public footpath within the Yellow Area shall have been formed and completed in compliance with Special Condition No. (4)(a)(i) hereof and the whole of the Yellow Area shall have been re-delivered up to the Government in accordance with Special Condition No. (4)(g)(iii) hereof, the Purchaser shall—
 - (I) not, except with the prior written approval of the D of CED, damage, disturb, obstruct, interfere with, close, alter, divert, relocate, remove or demolish or permit or suffer to be damaged, disturbed, obstructed, interfered with, closed, altered, diverted, relocated, removed or demolished the Existing Pathway 2 or any part thereof;
 - (II) at his own expense uphold, maintain and repair the Existing Pathway 2 in good and substantial repair and condition in all respects to the satisfaction of the D of CED; and

- (III) permit all members of the public at all times free of charge to have the right of free and unrestricted access to pass and repass on foot or by wheelchair on, along and through the Existing Pathway 2, such access shall be of clear width of not less than 1.5 metres.

Provision of the
Temporary Re-
provision Footpaths

- (c) (i) The Purchaser may, at the Purchaser's own expense, in such manner with such materials and to such standards, levels and design as the D of CED shall require or approve and in all respects to the satisfaction of the D of CED—

- (I) construct, provide and complete within the lot a temporary footpath with clear width of not less than 1.5 metres at such positions and along such alignment as may be required or approved by the D of CED for the purpose of replacing the Existing Pathway 1 to connect the Proposed Road P1 and the graves shown and marked for identification purpose only "Graves 1" on the plan annexed hereto (which temporary footpath replacing the Existing Pathway 1 is hereinafter referred to as "the Temporary Re-provision Footpath 1"); and

- (II) construct, provide and complete within the lot or the Yellow Area (while the Purchaser is in possession of the same or any part thereof) or both a temporary footpath with clear width of not less than 1.5 metres at such positions and along such alignment as may be required or approved by the D of CED for the purpose of replacing the Existing Pathway 2 to connect the Proposed Road P1 and any pathway adjoining or adjacent to the lot leading to the graves shown and marked for identification purpose only "Graves 2" on the plan annexed hereto (which temporary footpath replacing the Existing Pathway 2 is hereinafter referred to as "the Temporary Re-provision Footpath 2").

The Temporary Re-provision Footpath 1 and the Temporary Re-provision Footpath 2 are hereinafter collectively referred to as "the Temporary Re-provision Footpaths".

- (ii) Upon completion of the construction of the Temporary Re-provision Footpath 1 in accordance with sub-clause (c)(i)(I) of this Special Condition, until the construction of the Proposed Road P1 has been completed, the Purchaser shall—

- (I) not, except with the prior written approval of the D of CED, damage, disturb, obstruct, interfere with, close, alter, divert, relocate, remove or demolish or permit or suffer to be damaged, disturbed, obstructed,

interfered with, closed, altered, diverted, relocated, removed or demolished the Temporary Re-provision Footpath 1 or any part thereof;

- (II) at his own expense uphold, maintain and repair the Temporary Re-provision Footpath 1 in good and substantial repair and condition in all respects to the satisfaction of the D of CED; and
 - (III) permit all members of the public at all times free of charge to have the right of free and unrestricted access to pass and repass on foot or by wheelchair on, along and through the Temporary Re-provision Footpath 1.
- (iii) Upon completion of the construction of the Temporary Re-provision Footpath 2 in accordance with sub-clause (c)(i)(II) of this Special Condition, until that portion of the future public footpath within the Yellow Area has been formed and completed in compliance with Special Condition No. (4)(a)(i) hereof and the whole of the Yellow Area has been re-delivered up to the Government in accordance with Special Condition No. (4)(g)(iii) hereof, the Purchaser shall—
- (I) not, except with the prior written approval of the D of CED, damage, disturb, obstruct, interfere with, close, alter, divert, relocate, remove or demolish or permit or suffer to be damaged, disturbed, obstructed, interfered with, closed, altered, diverted, relocated, removed or demolished the Temporary Re-provision Footpath 2 or any part thereof;
 - (II) at his own expense uphold, maintain and repair the Temporary Re-provision Footpath 2 in good and substantial repair and condition in all respects to the satisfaction of the D of CED; and
 - (III) permit all members of the public at all times free of charge to have the right of free and unrestricted access to pass and repass on foot or by wheelchair on, along and through the Temporary Re-provision Footpath 2.

Right of access

(d) The Government, the D of CED, 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 shall at all reasonable times free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot and the Yellow Area (while the Purchaser is in possession of the same or any part thereof) or any part of any of them and any building erected or to be erected on the lot for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (b) and (c) of this Special Condition.

No dedication

(e) It is hereby expressly agreed, declared and provided that by imposing the obligations on the part of the Purchaser contained in sub-clauses (b)(i)(III), (b)(ii)(III), (c)(ii)(III) and (c)(iii)(III) of this Special Condition, neither the Purchaser intends to dedicate nor the Government consents to any dedication of the Existing Pathways and the Temporary Re-provision Footpaths or any part of any of them to the public for the right of passage.

Concession under Building (Planning) Regulations etc.

(f) It is expressly agreed and declared that the obligations on the part of the Purchaser contained in sub-clauses (b)(i)(III), (b)(ii)(III), (c)(ii)(III) and (c)(iii)(III) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor (hereinafter referred to as “the Building (Planning) Regulations”) or otherwise, and for the avoidance of doubt, the Purchaser expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations.

No liability

(g) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the presence, use, construction, provision, maintenance, repair, closure, alteration, diversion, relocation, removal or demolition of the Existing Pathways and the Temporary Re-provision Footpaths; 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 of any of the 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

(h) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the presence, use, construction, provision, maintenance, repair, closure, alteration, diversion, relocation, removal or demolition of the Existing Pathways and the Temporary Re-provision Footpaths; 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 of any of the rights conferred under this Special Condition.

(i) For the purpose of this Special Condition, the decision of the D of CED as to the following shall be final and binding on the Purchaser–

(i) what constitutes clear width;

(ii) whether and when the Temporary Re-provision Footpaths are constructed, provided and completed in accordance with sub-clause (c)(i) of this Special Condition; and

(iii) whether and when the construction of the Proposed Road P1 is completed.

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| No exempt building | (12) 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 | <p>(13) (a) Except as provided in sub-clause (b) of this Special Condition, the Purchaser shall not, throughout the term hereby agreed to be granted—</p> <ul style="list-style-type: none">(i) assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the lot or any part thereof or any interest therein or any building or part of any building thereon, or grant any licence or right whatsoever to use or occupy or to have possession of the lot or any part thereof or any building or part of any building thereon (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do; or(ii) solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or through a company in which the Purchaser or its nominee is directly or indirectly the owner of shares or which is the owner of shares in the Purchaser or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby the lot or any part thereof or any interest therein or any building or part of any building thereon is or may be sold, assigned, mortgaged, charged, underlet or otherwise disposed of or affected, or made subject to a licence or any right whatsoever to use or occupy or to have possession of the lot or any part thereof or any building or part of any building thereon, or enter into any agreement so to do. |
| Building mortgage before compliance | <p>(b) (i) Prior to compliance with these Conditions in all respects to the satisfaction of the Director, the Purchaser may mortgage or charge the lot as a whole for the purpose of the development thereof in accordance with these Conditions and only by way of a building mortgage, it being agreed that for this purpose a building mortgage shall be one—</p> <p>(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</p> |

other professional fees in connection with such development and the mortgage (provided that such fees do not, in the aggregate, exceed 5% of the total amount secured by the mortgage), and for no other purpose;

- (II) under which such advances (in the case of work done) are to be made to the Purchaser only in amounts to be certified from time to time by the authorized person (as defined in the Buildings Ordinance and appointed by the Purchaser for the development of the lot) as having been incurred by the Purchaser for the development of the lot; and
 - (III) which provides that the mortgagee or chargee shall not exercise any right or power (whether under statute or the building mortgage or otherwise) to foreclose, take possession, sell, assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the lot or any part thereof or any interest therein or any building or part of any building thereon, or grant any licence or right whatsoever to use or occupy or to have possession of the lot or any part thereof or any building or part of any building thereon (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description), or enter into any agreement so to do, except with the prior written consent of the Director and in conformity with any conditions as may be imposed by him at his sole and absolute discretion (which may include, without prejudice to the rights and discretion of the Director under this sub-clause (b)(i), the execution by the Purchaser, the mortgagee or chargee and such other persons as may be required by the Secretary for Development (hereinafter referred to as “the S for D”) with the Government of any document as may be required by the S for D on such terms and conditions as may be required by the S for D, or such other documents as may be required by the Director on such terms and conditions as may be required by the Director).
- (ii) After compliance with these Conditions in all respects to the satisfaction of the Director, the Purchaser may–
- (I) assign the lot and all the building or buildings thereon as a whole only (and not a part or parts thereof or any interest therein) or enter into any agreement so to do provided that if such assignment shall take place prior to the completion of or full fulfilment by the

Assignment as a whole after compliance

Purchaser of the obligations under the Service Deed (as defined in Special Condition No. (16) hereof), the Purchaser and such other persons as may be required by the S for D shall execute with the Government a deed of novation (in such form and on such terms and conditions as may be required by the S for D) of the Service Deed (as defined in Special Condition No. (16) hereof), a new or replacement service deed (in such form and on such terms and conditions as may be required by the S for D), or such other documents as may be required by the S for D on such terms and conditions as may be required by the S for D; and

Mortgage or charge
as a whole after
compliance

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

It being accepted and agreed that the requirement of execution of a deed of novation of the Service Deed (as defined in Special Condition No. (16) hereof), a new or replacement service deed or such other documents as may be required by the S for D under sub-clause (b)(ii)(I) of this Special Condition; and the requirement that the mortgage or charge under sub-clause (b)(ii)(II) of this Special Condition shall contain a provision as stipulated in the said sub-clause

(b)(ii)(II) would be relinquished upon the completion of or full fulfilment by the Purchaser of the obligations under the Service Deed (as defined in Special Condition No. (16) hereof). For the purposes of these Conditions, the decision of the S for D as to what constitutes completion of or full fulfilment by the Purchaser of the obligations under the Service Deed (as defined in Special Condition No. (16) hereof) shall be final and binding on the Purchaser.

Underletting prior to
or after compliance

(iii) At any time prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Purchaser may underlet or grant licence to use or occupy the lot or any part thereof or any building or part of any building thereon or enter into any agreement so to do provided that the balance of the premium as provided in General Condition No. 2 hereof in respect of the tendered lots referred to in paragraph 1 of the Form of Tender (Premium Submission) annexed hereto shall have been paid in full in accordance with General Condition No. 2 hereof, and provided that the lease, tenancy or licence of the lot or any part thereof or any building or part of any building thereon complies with the following terms and conditions—

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

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

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

Registration	(14) 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.
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Restriction on partitioning	(15) 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.
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Termination of the Service Deed	(16) (a) For the purposes of this Special Condition and Special Condition No. (13) hereof, “the Service Deed” shall mean the Service Deed referred to in General Condition No. 1 hereof, as may from time to time be amended or supplemented by the parties thereto, or any new or replacement service deed entered into with the agreement of the Government, or any service deed (including any new or replacement service deed) as may be novated by any novation deed or otherwise with the agreement of the Government and the decision of the S for D as to what constitutes the Service Deed shall be final and binding on the Purchaser.
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(b) The Purchaser hereby accepts and agrees that the use of the lot is conditional on the subsistence of the Service Deed and that upon termination of the Service Deed for whatever reason (except upon the completion of or full fulfilment by the Purchaser of the obligations under the Service Deed), whether by mutual agreement of the parties thereto or by the Government in accordance with the provisions of the Service Deed or otherwise, it shall be lawful for the Government at any time thereafter to re-enter upon and take back possession of the lot or any part thereof and all or any buildings, structures, erections and works thereon or any part thereof without notice, whether under the Government Rights (Re-entry and Vesting Remedies)

Ordinance, any regulation made thereunder and any amending legislation, or at common law or otherwise. Upon the exercise of this power by the Government, the rights of the Purchaser under this Agreement shall absolutely cease and determine (in respect of such part if the re-entry is upon a part only) but without prejudice nevertheless to the rights, remedies and claims of the Government in respect of any breach, non-compliance, non-observance or non-performance of any of these Conditions or otherwise, and the Purchaser shall not be entitled to any refund of the premium paid by him or any part thereof or to any payment or compensation whatsoever whether in respect of the value of the lot or any part thereof or any building or buildings, structure or structures, erection or erections and works thereon or part or parts of any such building or buildings, structure or structures, erection or erections and works or any amount expended by the Purchaser in the preparation, formation, development or redevelopment of the lot or any part thereof or otherwise.

(c) Save as provided in Special Condition No. (13) hereof and sub-clause (b) of this Special Condition, nothing in the Service Deed shall affect the interpretation, operation and enforcement of any of these Conditions.

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

Vehicular access

(17) (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 L30, the Purchaser shall have no right of ingress or egress to or from the lot for the passage of motor vehicles except between the points X and Y through Z shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Director.

(e) For the purpose of this Special Condition, the decision of the D of CED as to whether the construction of the Proposed Road L30 is completed shall be final and binding on the Purchaser.

Parking
requirements

(18) (a) Spaces shall be provided within the lot to the satisfaction of the Commissioner for Transport (hereinafter referred to as “the C for T”) for the parking of motor vehicles licensed under the Road Traffic Ordinance at the following rates—

Office Parking
Spaces

(i) one space for every 175 square metres or part thereof of the first 15,000 square metres of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for office purpose and one space for every 250 square metres or part thereof of the remaining gross floor area for such purpose (the spaces to be provided under this sub-clause (a)(i) (as may be varied under Special Condition No. (21) hereof) are hereinafter referred to as “the Office Parking Spaces”);

Industrial Parking
Spaces

(ii) one space for every 675 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for industrial purpose (the spaces to be provided under this sub-clause (a)(ii) (as may be varied under Special Condition No. (21) hereof) are hereinafter referred to as “the Industrial Parking Spaces”);

Data Centre Parking
Spaces

(iii) one space for every 675 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for data centre purpose (the spaces to be provided under this sub-clause (a)(iii) (as may be varied under Special Condition No. (21) hereof) are hereinafter referred to as “the Data Centre Parking Spaces”); and

Other Non-
Residential Parking
Spaces

(iv) one space for every 250 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for the purposes permitted under Special Condition No. (6)

hereof (excluding office, industrial and data centre purposes) (the spaces to be provided under this sub-clause (a)(iv) (as may be varied under Special Condition No. (21) hereof) are hereinafter referred to as “the Other Non-Residential Parking Spaces”).

For the purpose of calculating the number of the Office Parking Spaces, the Industrial Parking Spaces, the Data Centre Parking Spaces and the Other Non-Residential Parking Spaces to be provided respectively under sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition, any floor area to be used for parking, loading and unloading purposes and for the picking up and setting down of passengers from motor vehicles shall be excluded.

Parking Spaces for Disabled Persons

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

Motor cycle parking spaces

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

Office Motor Cycle Parking Spaces

(i) 10% of the total number of the Office Parking Spaces (the spaces to be provided under this sub-clause (c)(i) (as may be varied under Special Condition No. (21) hereof) are hereinafter referred to as “the Office Motor Cycle Parking Spaces”);

Industrial Motor Cycle Parking Spaces

(ii) 10% of the total number of the Industrial Parking Spaces (the spaces to be provided under this sub-clause (c)(ii) (as may be varied under Special Condition No. (21) hereof) are hereinafter referred to as “the Industrial Motor Cycle Parking Spaces”);

Data Centre Motor Cycle Parking Spaces

(iii) 10% of the total number of the Data Centre Parking Spaces (the spaces to be provided under this sub-clause (c)(iii) (as may be varied under Special Condition No. (21) hereof) are hereinafter referred to as “the Data Centre Motor Cycle Parking Spaces”); and

Other Non-Residential Motor Cycle Parking Spaces

(iv) 10% of the total number of the Other Non-Residential Parking Spaces (the spaces to be provided under this sub-clause (c)(iv) (as may be varied under Special Condition No. (21) hereof) are hereinafter referred to as “the Other Non-Residential Motor Cycle Parking Spaces”).

If the respective number of the Office Motor Cycle Parking Spaces, the Industrial Motor Cycle Parking Spaces, the Data Centre Motor Cycle Parking Spaces or the Other Non-Residential Motor Cycle Parking Spaces to be provided under sub-clauses (c)(i), (c)(ii), (c)(iii) and (c)(iv) of this Special

Condition is a decimal number, the same shall be rounded up to the next whole number.

Dimensions of parking spaces

- (d) (i) Except for the Parking Spaces for Disabled Persons, each of the Office Parking Spaces, the Industrial Parking Spaces, the Data Centre Parking Spaces and the Other Non-Residential Parking Spaces shall measure 2.5 metres in width and 5.0 metres in length with minimum headroom of 2.4 metres.
- (ii) The dimensions of each of the Parking Spaces for Disabled Persons shall be as the Building Authority may require or approve.
- (iii) Each of the Office Motor Cycle Parking Spaces, the Industrial Motor Cycle Parking Spaces, the Data Centre Motor Cycle Parking Spaces and the Other Non-Residential Motor Cycle Parking Spaces shall measure 1.0 metre in width and 2.4 metres in length with minimum headroom of 2.4 metres.

Definitions and use

- (e) (i) For the purposes of these Conditions, “disabled person” and “motor cycle” shall be as defined in the Road Traffic Ordinance.
- (ii) The Office Parking Spaces, the Industrial Parking Spaces, the Data Centre Parking Spaces, the Other Non-Residential Parking Spaces, the Parking Spaces for Disabled Persons, the Office Motor Cycle Parking Spaces, the Industrial Motor Cycle Parking Spaces, the Data Centre Motor Cycle Parking Spaces and the Other Non-Residential Motor Cycle Parking Spaces shall not be used for any purpose other than those respectively stipulated in sub-clauses (a), (b) and (c) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

Parking, loading and unloading requirements

- (19) (a) Spaces shall be provided within the lot to the satisfaction of the C for T–
- (i) for the parking, loading and unloading of goods vehicles (excluding goods vehicles with trailers) licensed under the Road Traffic Ordinance in accordance with sub-clause (c) of this Special Condition at the following rates–

Requirements for office purpose

- (I) one space for every 2,500 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for office purpose;

Requirements for industrial purpose

- (II) one space for every 1,100 square metres or part thereof of 50% of the gross floor area of the building

or buildings or part or parts of the building or buildings erected or to be erected on the lot for industrial purpose and one space for every 2,500 square metres or part thereof of the remaining gross floor area for such purpose;

Requirements for
data centre purpose

(III) one space for every 3,600 square metres or part thereof of the first 20,000 square metres of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for data centre purpose and one space for every 5,800 square metres or part thereof of the remaining gross floor area for such purpose; and

Requirements for
other non-residential
purposes

(IV) one space for every 1,000 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for the purposes permitted under Special Condition No. (6) hereof (excluding office, industrial and data centre purposes); and

Lay-bys for motor
vehicles

(ii) as lay-bys for the picking up and setting down of passengers from motor vehicles at the rate of one space for every 20,000 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for the purposes permitted under Special Condition No. (6) hereof (excluding industrial and data centre purposes). Each of these spaces shall measure 2.5 metres in width and 5.0 metres in length with minimum headroom of 2.4 metres. Such spaces shall not be used for any purpose other than for the picking up and setting down of passengers from motor vehicles in connection with the building or buildings erected or to be erected on the lot.

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

Dimensions of
parking, loading and
unloading spaces for
goods vehicles

(b) (i) Out of the total number of spaces provided under sub-clause (a)(i)(I) of this Special Condition (as may be varied under Special Condition No. (21) hereof)–

(I) 65% of which shall each measure 3.5 metres in width and 7.0 metres in length with minimum headroom of 3.6 metres provided that if the number of spaces so calculated is a decimal number, the C for T may at his absolute discretion round up or down the number to the next whole number; and

- (II) the remaining number of spaces shall each measure 3.5 metres in width and 11.0 metres in length with minimum headroom of 4.7 metres.
- (ii) Out of the total number of spaces provided under sub-clause (a)(i)(II) of this Special Condition (as may be varied under Special Condition No. (21) 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 (the spaces to be provided under this sub-clause (b)(ii)(I) (as may be varied under Special Condition No. (21) hereof) are hereinafter referred to as “the Industrial Light Goods Vehicle Spaces”) provided that if the number of spaces so calculated is a decimal number, the C for T may at his absolute discretion round up or down the number to the next whole number; and
 - (II) the remaining number of spaces shall each measure 3.5 metres in width and 11.0 metres in length with minimum headroom of 4.7 metres (the spaces to be provided under this sub-clause (b)(ii)(II) (as may be varied under Special Condition No. (21) hereof) are hereinafter referred to as “the Industrial Heavy Goods Vehicle Spaces”).
- (iii) Out of the total number of spaces provided under sub-clause (a)(i)(III) of this Special Condition (as may be varied under Special Condition No. (21) 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 (the spaces to be provided under this sub-clause (b)(iii)(I) (as may be varied under Special Condition No. (21) hereof) are hereinafter referred to as “the Data Centre Light Goods Vehicle Spaces”) provided that if the number of spaces so calculated is a decimal number, the C for T may at his absolute discretion round up or down the number to the next whole number; and
 - (II) the remaining number of spaces shall each measure 3.5 metres in width and 11.0 metres in length with minimum headroom of 4.7 metres (the spaces to be provided under this sub-clause (b)(iii)(II) (as may be varied under Special Condition No. (21) hereof) are hereinafter referred to as “the Data Centre Heavy Goods Vehicle Spaces”).

Industrial Light
Goods Vehicle
Spaces

Industrial Heavy
Goods Vehicle
Spaces

Data Centre Light
Goods Vehicle
Spaces

Data Centre Heavy
Goods Vehicle
Spaces

- (iv) Out of the total number of spaces provided under sub-clause (a)(i)(IV) of this Special Condition (as may be varied under Special Condition No. (21) hereof)–
- Other Non-Residential Light Goods Vehicle Spaces
- (I) 65% of which shall each measure 3.5 metres in width and 7.0 metres in length with minimum headroom of 3.6 metres (the spaces to be provided under this sub-clause (b)(iv)(I) (as may be varied under Special Condition No. (21) hereof) are hereinafter referred to as “the Other Non-Residential Light Goods Vehicle Spaces”) provided that if the number of spaces so calculated is a decimal number, the C for T may at his absolute discretion round up or down the number to the next whole number; and
- Other Non-Residential Heavy Goods Vehicle Spaces
- (II) the remaining number of spaces shall each measure 3.5 metres in width and 11.0 metres in length with minimum headroom of 4.7 metres (the spaces to be provided under this sub-clause (b)(iv)(II) (as may be varied under Special Condition No. (21) hereof) are hereinafter referred to as “the Other Non-Residential Heavy Goods Vehicle Spaces”).
- Office Loading and Unloading Spaces
- (c) (i) All the spaces provided under sub-clause (a)(i)(I) of this Special Condition (as may be varied under Special Condition No. (21) hereof) shall be used only for loading and unloading purposes (hereinafter referred to as “the Office Loading and Unloading Spaces”).
- Light Goods Vehicle Parking Spaces
- (ii) 50% of the respective total number of the Industrial Light Goods Vehicle Spaces, the Data Centre Light Goods Vehicle Spaces and the Other Non-Residential Light Goods Vehicle Spaces shall be used only for parking purpose (the spaces to be provided under this sub-clause (c)(ii) (as may be varied under Special Condition No. (21) hereof) are hereinafter collectively referred to as “the Light Goods Vehicle Parking Spaces”) provided that if the respective number of spaces so calculated is a decimal number, the C for T may at his absolute discretion round up or down the number to the next whole number and the remaining spaces shall be used only for loading and unloading purposes.
- Heavy Goods Vehicle Parking Spaces
- (iii) 50% of the respective total number of the Industrial Heavy Goods Vehicle Spaces, the Data Centre Heavy Goods Vehicle Spaces and the Other Non-Residential Heavy Goods Vehicle Spaces shall be used only for parking purpose (the spaces to be provided under this sub-clause (c)(iii) (as may be varied under Special Condition No. (21) hereof) are hereinafter collectively referred to as “the Heavy Goods Vehicle Parking Spaces”) provided that if the respective number of spaces so calculated is a decimal number, the C for T may at his absolute discretion round up or down the

number to the next whole number and the remaining spaces shall be used only for loading and unloading purposes.

Other Loading and
Unloading Spaces

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

(d) For the purpose of calculating the number of spaces to be provided under sub-clauses (a)(i)(I), (a)(i)(II), (a)(i)(III), (a)(i)(IV) and (a)(ii) of this Special Condition (as may be respectively varied under Special Condition No. (21) hereof), any floor area to be used for parking, loading and unloading purposes and for the picking up and setting down of passengers from motor vehicles shall be excluded.

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

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

Bicycle Parking
Spaces

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

- (i) one space for every 550 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for office purpose;
- (ii) one space for every 2,600 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for industrial purpose;

- (iii) one space for every 2,600 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for data centre purpose; and
- (iv) one space for every 350 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for the purposes permitted under Special Condition No. (6) hereof (excluding office, industrial and data centre purposes).

The spaces to be provided under this sub-clause (a) (as may be varied under Special Condition No. (21) hereof) are hereinafter referred to as “the Bicycle Parking Spaces”.

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

(c) For the purpose of calculating the number of spaces to be provided under sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition (as may be respectively varied under Special Condition No. (21) hereof), any floor area to be used for parking, loading and unloading purposes and for the picking up and setting down of passengers from motor vehicles shall be excluded.

(d) (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

(21) (a) Notwithstanding Special Conditions Nos. (18)(a), (18)(c)(i), (18)(c)(iv), (19)(a)(i) and (20)(a) hereof, the Purchaser may increase or reduce the respective number of spaces required to be provided under the said Special Conditions by not more than 5% provided that the total number of spaces so increased or reduced shall not exceed 50.

(b) Notwithstanding Special Conditions Nos. (18)(a), (18)(c), (18)(d)(i), (18)(d)(iii), (19)(a)(i), (19)(a)(ii), (19)(b), (19)(c)(ii), (19)(c)(iii) and (20)(a) hereof and sub-clause (a) of this Special Condition, the Purchaser may increase or reduce the respective number, ratio and dimensions of spaces required to be provided under the said Special Conditions or sub-clause to such other numbers, ratios and dimensions as may be approved in writing by the C for T, and such increase or reduction shall also be subject to the prior written approval of the Director, who may, at his sole and absolute discretion, give his approval subject to such terms and conditions as he sees fit, including

the payment by the Purchaser of any premium and administrative fee as shall be determined by the Director.

EV charging facilities (22) (a) The Purchaser shall—

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

(I) charging facilities for electric vehicles (hereinafter referred to as "EV"), including but not limited to fixed electrical installations, installations of final circuits and associated ancillary installations; and

(II) an EV charger with output power of not less than 7 kilowatts (hereinafter referred to as "EV Charger"),

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

(III) switchgear compartments in the main switchboard or switchboards for the building or buildings erected or to be erected on the lot reserving adequate three-phase electrical loading power capacity for the provision of charging facilities for EV (as and when provided and installed) for the Heavy Goods Vehicle Parking Spaces; and

(ii) thereafter, throughout the term hereby agreed to be granted, at the Purchaser's own expense and in all respects to the satisfaction of the D of EMS upkeep, maintain and repair the charging facilities for EV, EV Chargers and switchgear compartments in the main switchboard or switchboards provided and installed under sub-clause (a)(i) of this Special Condition in good and substantial repair and operational conditions.

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

Access for inspection (23) (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 and the Yellow Area (while the Purchaser is in possession of the same or any part thereof) or any part of any of them 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. (18), (19), (20), (21) and (22) 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 (24) (a) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (9)(c) hereof, there shall not be taken into account—

- (i) the Office Parking Spaces, the Industrial Parking Spaces, the Data Centre Parking Spaces, the Other Non-Residential Parking Spaces, the Parking Spaces for Disabled Persons, the Office Motor Cycle Parking Spaces, the Industrial Motor Cycle Parking Spaces, the Data Centre Motor Cycle Parking Spaces, the Other Non-Residential Motor Cycle Parking Spaces, the Light Goods Vehicle Parking Spaces and the Heavy Goods Vehicle Parking Spaces (hereinafter collectively referred to as “the Spaces”), if they are provided—

- (I) below the ground level;

- (II) in any two floors at or above the ground level of the building or buildings erected or to be erected on the lot; or
 - (III) in any floor or floors at or above the ground level of the building or buildings erected or to be erected on the lot other than the two floors referred to in sub-clause (a)(i)(II) of this Special Condition as may be approved in writing by the Director, provided that they have been excluded by the Building Authority from the calculation of gross floor area under the Buildings Ordinance;
 - (ii) the Office Loading and Unloading Spaces, the Other Loading and Unloading Spaces and the spaces provided for the picking up and setting down of passengers from motor vehicles in accordance with Special Condition No. (19)(a)(ii) hereof (as may be varied under Special Condition No. (21) hereof) if they are provided at or below the ground level; and
 - (iii) the Bicycle Parking Spaces.
- (b) (i) Other than the spaces referred to in sub-clauses (a)(i)(II) and (a)(i)(III) of this Special Condition, if–
- (I) any of the Spaces are provided at or above the ground level; or
 - (II) any of the Office Loading and Unloading Spaces, the Other Loading and Unloading Spaces and the spaces provided for the picking up and setting down of passengers from motor vehicles in accordance with Special Condition No. (19)(a)(ii) hereof (as may be varied under Special Condition No. (21) hereof) are provided above the ground level,

50% of such spaces together with 50% of the other areas including but not limited to lift lobbies, landings, pedestrian access routes, manoeuvring and circulation areas and plant rooms serving such spaces shall be taken into account for the calculation of the total gross floor area stipulated in Special Condition No. (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 total gross floor area 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.

Parking Information

(25) (a) The Purchaser shall—

- (i) at his own expense submit or cause to be submitted to the C for T for his written approval a plan or plans showing the locations and dimensions of the areas or spaces designated for accommodating such facilities, installations and equipment (hereinafter referred to as “the Facilities, Installations and Equipment”) to be provided and installed in, on or within any building, structure or floor space on the lot, which plan or plans shall contain such information as the C for T may require or specify at his sole and absolute discretion (hereinafter collectively referred to as “the Parking Information System Area”) for the purpose of submitting information relating to and associated with the Industrial Parking Spaces, the Other Non-Residential Parking Spaces, the Industrial Motor Cycle Parking Spaces and the Other Non-Residential Motor Cycle Parking Spaces, including but not limited to the numbers and types of vacant spaces for the parking of motor vehicles (hereinafter collectively referred to as “the Parking Information”) as required under and in accordance with sub-clause (b) of this Special Condition. No building works (other than site formation works and the Demolition and Removal Works) shall be commenced on the lot until such approval shall have been obtained;
- (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 and the Yellow Area (while the Purchaser is in possession of the same or any part thereof) or any part of any of them and any building erected or to be erected on the lot for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (a)(ii) of this Special Condition. For the purpose of this Special Condition, the decision of the C for T as to what constitute reasonable times shall be final and binding on the Purchaser.

(b) The Purchaser shall, commencing on a date to be decided and specified in writing by the C for T (as to which the decision of the C for T shall be final and binding on the Purchaser) and thereafter at all times throughout the term hereby agreed to be granted, at the Purchaser's own expense and in all respects to the satisfaction of the C for T, submit or cause to be submitted to the C for T the Parking Information in such format and at such time and intervals as the C for T may from time to time require or specify in writing (as to which the decision of the C for T shall be final and binding on the Purchaser).

(c) The Purchaser hereby—

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

No liability

(d) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to

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

Indemnity by the
Purchaser

(e) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under sub-clauses (a) and (b) of this Special Condition; any omission or mistake in the Parking Information; any omission, mistake, neglect or default by the Purchaser in relation to the submission of the Parking Information in accordance with sub-clause (b) of this Special Condition; or the exercise or non-exercise by the Government, the C for T, the Director, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clauses (a)(iii) and (c) of this Special Condition.

Deposit of Car Park
Layout Plans

(26) (a) The Purchaser shall at his own expense deposit with the Director and submit to the C for T a plan or plans approved by the C for T indicating the layout of all the parking, loading and unloading spaces and lay-bys for the picking up and setting down of passengers to be provided within the lot in accordance with Special Conditions Nos. (18), (19) and (20) hereof (as may be respectively varied under Special Condition No. (21) hereof) and the spaces which are the subject of the Parking Information to be designated within the lot in accordance with Special Condition No. (25)(a)(i) hereof, or a copy of such plan or plans certified by an authorized person (as defined in the Buildings Ordinance) (hereinafter referred to as "the Car Park Layout Plans"). No amendment, variation, alteration, modification or substitution of the Car Park Layout Plans shall be made without the prior written approval of the C for T.

(b) The parking, loading and unloading spaces and lay-bys for the picking up and setting down of passengers indicated on the Car Park Layout Plans shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos. (18), (19) and (20) hereof. The Purchaser shall maintain all parking, loading and unloading spaces, lay-bys for the picking up and setting down of passengers and other areas, including but not limited to the lifts, landings and manoeuvring and circulation areas

indicated on the Car Park Layout Plans in accordance with the Car Park Layout Plans.

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

(d) No transaction (except a building mortgage under Special Condition No. (13)(b)(i) and a lease or tenancy agreement or licence or an agreement therefor under Special Condition No. (13)(b)(iii) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to the deposit and submission of the Car Park Layout Plans in accordance with sub-clause (a) of this Special Condition.

(e) The Purchaser hereby—

- (i) gives his consent to the Government, the C for T, the Director, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to view, use, copy and modify the Car Park Layout Plans and to disclose and disseminate the Car Park Layout Plans by any means and in any manner (including but not limited to electronic means or through electronic platforms) to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the Government, the C for T or the Director shall at their sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise, whether in response to public or media enquiries or otherwise, or on the Government's, the C for T's or the Director's own accord; and
- (ii) accepts and acknowledges that the Government, the C for T, the Director, their officers, contractors, agents, workmen and any other persons authorized by any of them shall have the sole and absolute discretion and right to decide whether or not to view, use, copy, modify, disclose or disseminate the Car Park Layout Plans as provided under sub-clause (e)(i) of this Special Condition.

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

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

No liability

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

Indemnity by the Purchaser

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

Provision of
Babycare Room for
Commercial
Accommodation

(27) (a) Where a part or parts of any building or buildings is or are erected or to be erected on the lot or any part thereof with accommodation or accommodations used or to be used for the purposes permitted under Special Condition No. (6) hereof (excluding office, industrial and data centre purposes) (each such building and accommodation are hereinafter referred to as "Commercial Building" and "Commercial Accommodation" respectively), not less than one babycare room for the purpose of expressing breastmilk, feeding and changing nappies for infants and young children (hereinafter referred to as "the Babycare Room") shall be provided for each Commercial Building, to such design and at such location or locations in the Commercial Accommodation as the Director of Health shall approve in writing for use by the owners or occupiers of the Commercial Accommodation and their bona fide visitors or invitees free of charge at all reasonable times and in all respects to the satisfaction of the Director of Health, at the following rates (or any combination of them as the Director of Health shall approve) and with such minimum gross floor areas set out below—

- (i) one Babycare Room, with a gross floor area of not less than 5 square metres, shall be provided for each Commercial Building where the total gross floor area for the Commercial Accommodation (hereinafter referred to as "Commercial

Gross Floor Area”) of such building is less than 10,000 square metres;

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

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

Provision of
Lactation Room for
each block with
Office
Accommodation

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

Provision of both
Babycare Room and
Lactation Room

(c) Where any building or buildings is or are erected or to be erected on the lot or any part thereof with accommodation or accommodations used or to be used partly as the Commercial Accommodation and partly as the Office Accommodation (each such building is hereinafter referred to as “Commercial and Office Building”), a Babycare Room or Babycare Rooms and a Lactation Room or Lactation Rooms shall be provided in compliance with both sub-clauses (a) and (b) of this Special Condition, except in the event that the total gross floor area of the Commercial Accommodation and the Office Accommodation in a Commercial and Office Building is less than 10,000 square metres, subject to the prior written approval of the Director (who in granting such approval may at his sole discretion impose such terms and conditions as he sees fit, including but not limited to the payment by the Purchaser of any premium and administrative fee as shall be determined by the Director), the provision of a Babycare Room or Babycare Rooms in compliance with sub-clause (a) of this Special Condition may be accepted

without requiring the provision of any of the Lactation Rooms under sub-clause (b) of this Special Condition.

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

- (i) a building may comprise a block or blocks used or to be used for the purposes specified in Special Condition No. (6) hereof erected or to be erected above a podium or basement level or levels or both (as the case may be) which podium or basement level or levels or both is or are constructed or intended other than to be used solely or predominantly for the parking, loading or unloading of motor vehicles or occupation by machinery or equipment for any lift, air-conditioning or heating system or any similar service and any space for refuse disposal; and
- (ii) where a block or blocks used or to be used for the purposes specified in Special Condition No. (6) hereof is or are erected or to be erected above a podium or basement level or levels or both (as the case may be) which podium or basement level or levels or both is or are constructed or intended to be used solely or predominantly for the parking, loading or unloading of motor vehicles or occupation by machinery or equipment for any lift, air-conditioning or heating system or any similar service and any space for refuse disposal, each such block may be treated as a separate building.

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

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

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

(f) For the avoidance of doubt, the Babycare Room or Babycare Rooms and the Lactation Room or Lactation Rooms required to be provided under sub-clauses (a), (b) and (c) of this Special Condition shall be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (9)(c) hereof.

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

Set back

(28) The Purchaser shall not cut away, remove or set back any Government land adjacent to or adjoining the lot or carry out any building-up, filling-in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the Director who may, at his sole discretion, give his consent subject to such terms and conditions as he sees fit, including the grant of additional Government land as an extension to the lot at such premium as he may determine.

Cutting away

(29) (a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up, 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. (28) hereof.

(c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Purchaser or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the lot or from any adjacent or adjoining Government or leased land, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify

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

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

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

Damage to Services

(31) The Purchaser shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair works (hereinafter referred to as "the Works"), to avoid causing any damage, disturbance or

obstruction to any Government or other drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or the Yellow 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 or the Yellow 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 or the Yellow 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

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

(33) (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 and the Yellow 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) and any adjacent or adjoining Government land or any part thereof or any building or structure thereon (whether on, above or below the ground level) arising out of the development, redevelopment or use of the lot or the Yellow 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 "Pre-development Contamination Assessment") in respect of the lot, the Yellow 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 Pre-development Contamination Assessment. The Purchaser shall at his own expense and in all respects to the satisfaction of the D of EP carry out and complete in such manner and within such time limit as the D of EP shall specify such decontamination or other works as shall be required by the D of EP (hereinafter referred to as "Pre-development Decontamination Works") in respect of the lot, the Yellow 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 or the Yellow Area until the relevant Pre-development Contamination Assessment for the lot or the Yellow Area (as the case may be) shall have been approved in writing by the D of EP and the relevant Pre-development Decontamination Works for the lot or the Yellow 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) The Purchaser shall, within 18 calendar months or such shorter period as specified by the Director before the expiry or sooner determination of the term hereby agreed to be granted, carry out at the Purchaser's own expense and in all respects to the satisfaction of the D of EP a soil and groundwater contamination assessment (hereinafter referred to as "Post-development Contamination Assessment") in respect of the lot and any adjacent or adjoining Government land and thereafter at the Purchaser's own expense and in all respects to the satisfaction of the D of EP submit or cause to be submitted to the D of EP for his approval in writing a report on the Post-development Contamination Assessment not later than 12 calendar months before the expiry or sooner determination of the term hereby agreed to be granted or such date as may be specified and notified in writing to the Purchaser by the Director. The Purchaser shall at his own expense and in all respects to the satisfaction of the D of EP carry out in such manner and within such time limit as the D of EP shall specify such decontamination or other works as shall be required by the D of EP (hereinafter referred to as "Post-development Decontamination Works") in respect of the lot and any adjacent or adjoining Government land.

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

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

D of CED, such sum to be determined by the D of CED whose determination shall be final and binding on the Purchaser.

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

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

Indemnity by the Purchaser

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

Automatic meter reading for fresh water supplies

(34) (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 and the Yellow Area (while the Purchaser is in possession of the same or any part thereof) or any part of any of them and any building erected or to be erected on the lot for the purposes of—

- (i) inspecting, checking and supervising any works required to be carried out by the Purchaser under sub-clauses (a), (d) and (e) of this Special Condition;
- (ii) carrying out any works under sub-clause (f) of this Special Condition; and
- (iii) inspecting, checking, operating, maintaining, repairing, renewing, demolishing, removing, replacing and re-provisioning the Approved AMR Outstations or any of them after the Approved AMR Outstations or any of them shall have been delivered up to the Water Authority in accordance with sub-clause (g) of this Special Condition and any other works which the Water Authority may consider necessary.

No liability

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

Indemnity by the Purchaser

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

obligations under sub-clauses (a), (d) and (e) of this Special Condition; or the exercise or non-exercise by the Water Authority, its officers, contractors, agents, its or their workmen or any other persons authorized by the Water Authority of any of the rights conferred under sub-clauses (f) and (h) of this Special Condition.

(35) 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

(36) (a) For the purposes of these Conditions, the expression “gross floor area” means the area contained within the external faces of the external walls (or in the absence of such walls the external perimeters) of any building erected or to be erected on the lot measured at each floor level (including any floor below the ground level of the lot), together with the area of each balcony in such building, which shall be calculated from the overall dimensions of the balcony (including the thickness of the sides thereof).

(b) Notwithstanding sub-clause (a) of this Special Condition, the Director at his sole discretion may—

- (i) in calculating the gross floor area of any building erected or to be erected on the lot (in addition to any floor space which may be excluded by Special Condition No. (24) hereof), subject to sub-clause (c) of this Special Condition, exclude—
 - (I) any sunshade, reflector or floor space that he is satisfied is constructed or intended to be used solely for the parking or for the loading or unloading of motor vehicles or occupied solely by machinery or equipment for any lift, air-conditioning or heating system or any similar service and any space for refuse disposal;

- (II) any structure or floor space, including but not limited to communal sky garden, communal podium garden, acoustic fin, noise barrier, wing wall, wind catcher or funnel, non-structural prefabricated external wall the thickness of which does not exceed 150 millimetres, or any part thereof (hereinafter collectively referred to as “Environmentally Friendly or Innovative Features”) and any other structure or floor space which in the opinion of the Building Authority is an Environmentally Friendly or Innovative Feature (as to which the opinion of the Building Authority shall be conclusive) and which, for that reason, has been excluded by the Building Authority from the calculation of gross floor area under the Buildings Ordinance; and
 - (III) any structure or floor space other than that referred to in sub-clauses (b)(i)(I), (b)(i)(II) and (b)(ii) of this Special Condition, which has been excluded by the Building Authority from the calculation of the gross floor area under the Buildings Ordinance provided that the Director at his sole discretion may require the payment by the Purchaser of an additional premium and administrative fee as shall be determined by the Director for any structure or floor space excluded under this sub-clause (b)(i)(III); and
- Calculation of gross floor area in buildings with curtain wall system forming external face of building
- (ii) accept, for the purpose of calculating the gross floor area, the outer face of the structural elements of any building erected or to be erected on the lot as the external wall where a curtain wall system forms the external face of any building erected or to be erected on the lot provided that the curtain wall system shall project no more than 250 millimetres from the outer face of the structural elements and the outer face of the structural elements may be accepted by the Building Authority as the external wall for the purpose of calculating the gross floor area and provided also that the Director shall have the sole discretion in deciding what comprises a structural element of any building erected or to be erected on the lot or any part thereof.
- Cap on concession
- (c) (i) The floor spaces of the features listed below which may in accordance with these Conditions be excluded from the calculation of the total gross floor area stipulated in Special Condition No. (9)(c) hereof shall not in the aggregate exceed 10% of the total gross floor area of the building erected or to be erected on the lot—
 - (I) plant room which has been decided by the Building Authority as non-mandatory or non-essential plant room, including but not limited to boiler room, room occupied by machinery or equipment for air-

conditioning or heating system, SMATV room (as to which the decision of the Building Authority shall be final and binding on the Purchaser), and pipe duct and air duct connected to such plant room;

- (II) chimney shaft;
- (III) non-structural prefabricated external wall the thickness of which does not exceed 150 millimetres;
- (IV) void over the main or common entrance of any building or part or parts of any building erected or to be erected on the lot; and
- (V) projection which projects more than 750 millimetres from the external wall of any building erected or to be erected on the lot.

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

No grave or
columbarium
permitted

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

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

Contracts (Rights of
Third Parties)
Ordinance

(38) 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 AREA**

**Public Road System
at Site H8, Hung Shui Kiu/ Ha Tsuen New Development Area**

Date : December 2025

TECHNICAL SCHEDULE FOR THE YELLOW AREA

Public Road System at Hung Shui Kiu/ Ha Tsuen New Development Area

1.	General Requirements		<p>The Purchaser is entirely responsible for the design and construction of the Yellow Area (is 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”).</p> <p>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 D of CED and the Director of Highways (“D of HyD”), the Commissioner for Transport (“C for T”), the Director of Drainage Services (“the D of DS”), the Director of Electrical and Mechanical Services (“the D of EMS”) and the Director of Food and Environmental Hygiene (“the D of FEH”) 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, the D of HyD, the C for T, the D of DS, the D of EMS and the D of FEH are hereinafter collectively referred to as “the Government Representatives”.</p>	
2.	Scope	(a)	The scope of the Service shall comprise the Public Road System (hereafter referred to as “the PRS”) 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 proposed footpath along local open space at (Site 3-37 as shown in Annex I and associated road lighting, provisions for smart lamp posts, traffic aids, footpath, pavement and road surfacing, kerbs, railings, pedestrian crossing, landscaping works and irrigation system.
			vi.	The associated works including drainage.

			vii.	The associated tree felling, transplanting and compensatory works.
			viii.	Carry out and fulfill the requirements of road safety audits according to the Transport Department's Transport Planning and Design Manual ("the TPDM") Volume 5 Chapter 7.
			ix.	Design, supply, delivering to site, installation, testing, commissioning until the corrections of all defects for the public lighting installation including road lighting system and provisions for smart lamp posts for roadworks at the proposed footpath along local open space at Site 3-37 as shown in Annex I.
			x.	Design, supply, delivering to site, installation, testing, commissioning until the corrections of all defects for all electrical and mechanical works.
			xi.	Utilities' works.
			xii.	Implementation of all necessary Environmental Monitoring and Audit measures as required under relevant environmental permit.
			xiii.	Other works which are shown on the Drawings or specified in the Specifications; and
			xiv.	Temporary works, other associated and ancillary works related to the above items.
		(b)	The Yellow Area as detailed in Annex I and this Technical Schedule.	
3.	Design and Construction	(a)	The Purchaser's design shall observe the landscape character of the area and should be elegant and attractive in appearance and in harmony with the nearby commercial developments, infrastructure works of interface parties, public transport interchange ("the PTI") and open spaces. The PRS 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, 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, unless otherwise specified in the Technical Schedule.
		(i)	<u>General Obligations</u>
		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 2013 edition of the Structures Design Manual for Highways and Railways together with its Amendment No. 1/2018, 1/2020, 1/2021, 1/2023 and 2/2023 together with any latest amendment published by Highways Department (“HyD”). In case of doubt, Chief Highway Engineer/Bridges & Structures of the HyD shall be consulted.
			vii.	The Purchaser shall comply with the requirements given in latest version of the TPDM together with any latest amendment published by the Transport Department (“TD”). In case of doubt, Chief Traffic Engineer (New Territories West) of the TD shall be consulted.

			viii.	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 (“GEO”) publications. In case of doubt, GEO of CEDD shall be consulted.
			ix.	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.
			x.	<p>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:</p> <ul style="list-style-type: none"> (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) EIAO (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);

				<p>(q) Mass Transit Railway Ordinance (Cap. 556);</p> <p>(r) Noise Control Ordinance (Cap. 400);</p> <p>(s) Public Bus Services Ordinance (Cap. 230);</p> <p>(t) Public Health and Municipal Services Ordinance (Cap. 132);</p> <p>(u) Protection of Endangered Species of Animals and Plants Ordinance (Cap 586);</p> <p>(v) Railways Ordinance (Cap. 519);</p> <p>(w) Road (Works, Use and Compensation) Ordinance (Cap. 370);</p> <p>(x) Road Traffic Ordinance (Cap. 374);</p> <p>(y) Sewage Tunnel (Statutory Easements) Ordinance (Cap. 438);</p> <p>(z) Town Planning Ordinance (Cap. 131);</p> <p>(aa) Waste Disposal Ordinance (Cap. 354);</p> <p>(ab) Waterworks Ordinance (Cap. 102);</p> <p>(ac) Water Pollution Control Ordinance (Cap. 358);</p> <p>(ad) Water Pollution Control (Sewerage) Regulation (Cap. 358AL); and</p> <p>(ae) Wild Animals Protection Ordinance (Cap. 170).</p> <p>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.</p>
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			xi.	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.
			xii.	The Purchaser shall make sure that the Service will not result in any undue interruption to existing services and facilities.
			xiii.	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.
			xiv.	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’s (“the DEVB”) web site.
			xv.	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.
			xvi.	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.

			xvii.	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.
			xviii.	The Purchaser is responsible for arranging and directing the inspection and testing of materials, proprietary products and plant involved in the Service.
			xix.	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.
			xx.	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.

			xxi.	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.
			xxii.	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.	<p>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.</p> <p>The Purchaser ensures that the detailed design of the road works adequately takes accounts of the interface and railway protection issues.</p>
			ii.	<p>Building Information Modelling</p> <p>The Purchaser adopts BIM in accordance with the specifications and submission requirements as stipulated in DEVB TCW No. 2/2021 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".</p>

			iii.	Purchaser complies with the latest version of 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.	Prepare lighting design with calculations to Chief Engineer/Lighting of the HyD for comment before the lighting installation.
			iv.	Identify all facilities and installations affected by the Service and the maintenance and management parties of these affected items.
			v.	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.
			vi.	Prepare necessary traffic layout plans showing the traffic arrangements for vehicular, pedestrian and cycling traffic.
			vii.	Obtain the agreement of relevant Government departments and management and maintenance authorities and parties to drawings and specifications.

			viii.	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.
			ix.	Obtain written agreement of relevant departments and maintenance authorities to take over the completed works for management and maintenance.
			x.	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.
			xi.	The Purchaser shall consult GEO on all matters relating to registration of new or modified slope features under WBTC No. 2/2018, designs and construction of permanent slopes and retaining walls under ETWB TCW Nos. 29/2002 and 29/2002A, and checking certificates for slopes and retaining walls under ETWB TCW No. 20/2004.
			xii.	The Purchaser shall identify any statutory and consultative processes associated with the geotechnical works necessary to ensure the timely implementation of the Service. The Purchaser shall prepare all geotechnical submissions required by GEO of CEDD and obtains the necessary endorsements.
			xiii.	The Purchaser shall review and agree with GEO of CEDD to identify the “list of slopes and retaining walls”, which could affect or be affected by the proposed works under the Service.
			xiv.	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.

			xv.	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.
			xvi.	The Purchaser consults the relevant Government departments and utility undertakers and consolidates the user requirements and demands for different utility services including but not limited to power supply,, water supply, district cooling system, gas mains, telecommunication, public road lights for the Service.
			xvii.	The Purchaser shall liaise and coordinate with relevant utility undertakers, interface parties and relevant Government departments/parties regarding their proposed laying of new services, in advance of, or in conjunction with the Service for meeting the completion.
			xviii.	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.
			xix.	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.
			xx.	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.
			xxi.	The Purchaser prepares electronic utility layout plans in accordance with ETWB TCW No. 7/2003.

			xxii.	The Purchaser is responsible for coordinating and managing the provision of utilities including, but not limited to, power supply, water supply, drainage, sewerage, telecommunication, gas mains, etc. for the facilities for the Service.
			xxiii.	The Purchaser shall prepare a report on utility and updates it regularly as directed by the Government Representatives. The report includes, but not limited to, the summary of conflict/potential conflict between the Service and the existing / planned facilities and installations, solution identified and agreements reached with respective utilities undertakers or owners of underground structures.
		(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 and construction of any highway structures and the roadworks, including design of all road geometry, footpaths traffic aids, road lighting, street furniture, road drainage system, formation works, barrier free facilities, associated electrical and mechanical works. The Purchaser shall liaise with the CEDD, the HyD and interface parties obtain their agreement on the design.
			ii.	Carries out detailed design and construction of the drainage works affected by the roadworks and site formation works. 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, the HyD and the CEDD 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) and the HyD (for exclusive road drainage). The Purchaser submits the proposals to the CEDD, the DSD (for drainage and sewerage works) and the HyD (for exclusive road drainage) 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.	Carries out detailed design and construction of the temporary and permanent water supply works including fresh water and flushing water supplies. The Purchaser ensures the detailed design of all water supply works complies with Water Supplies Department (“the WSD”)’s current design standards and requirements, and submits the water supply works proposals to the WSD for comments and approval prior to the commencement of the works. The Purchaser carries out hydraulic assessment and surge analysis for the water supply system, including the existing water mains affected by the Service and proposed water supply works.
			v.	Prepares detailed design of any electrical and mechanical works, including all lighting, signage, traffic control and surveillance facilities necessary for the efficient operation of the Service. The Purchaser shall ensure the detailed design and construction of all the E&M works complies with the TD, the EMSD and the HyD’s latest design standards and requirements, and submits the detailed design proposals to the TD, the EMSD and the HyD for comments and approval prior to the commencement of the works.
			vi.	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.

			vii.	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.
			viii.	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.
			ix.	Carries out the detailed design of the environmental mitigation measures as recommended in the approved the EIA Report, and carry out the construction thereof.
			x.	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.
			xi.	The Purchaser shall arrange site visits with the Government Representatives, as and when required.

			xii.	<p>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 the 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 the 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 the EIA.</p> <p>The Purchaser submits the TPRP and Compensatory Planting Proposal to the relevant management and maintenance parties with reference to the DEVB TCW No. 6/2015 for agreement; and TWVP of CEDD for approval with reference to the 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.</p> <p>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.</p>
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			xiii.	<p>The Purchaser shall carry out tree risk assessment and management (“the TRAM”) exercise in accordance with the latest edition of DEVB’s “Guidelines for TRAM”, “Guidelines on Audit of Tree Risk Assessment” or its latest version (Audit Guideline), if applicable.</p>
			xiv.	<p>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”.</p> <p>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.</p> <p>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.</p>

				<p>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 RAP accepted by the Project Manager and the EPD.</p> <p>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.</p>
		(m)	<p><u>Special Services during the Construction Phase of the Service</u></p> <p>The Purchaser carries out at least the activities, procedures and all other necessary services set out below during the Construction Phase of the Service:</p>	
			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 roadworks, highway structures, drainage works, fire hydrants and electrical & mechanical works.
			vii.	Prepare recommended lists of spares, plant and equipment for civil and electrical & mechanical works and assist in ordering them from contractors or suppliers to ensure smooth operation and maintenance 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 and utility works as actually carried out together with calculations, information and the O&M 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 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 in the format acceptable 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 are submitted prior to this final inspection.

			xi.	Submit the as-constructed drawings and the O&M 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. For the “as-constructed” traffic aids drawings, the digital files should be in the format acceptable to the TD.
			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.	Carry out, in relation to all electrical and mechanical works, as well as traffic control and surveillance equipment, a detailed inspection of the installations with the Purchaser and Government departments prior to the expiration of the maintenance period to determine exact defects may have occurred and thereafter arrange carrying out the necessary repairs.
			xv.	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/2023/03”).

			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.	The CEDD and their designer(s), consultant(s) and contractor(s) 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.	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.
			vi.	The stakeholders of the existing villages such as San Sang San Tsuen / houses / residential buildings, buildings, etc. to the boundaries of the site.
			vii.	Yuen Long District Office and their contractor(s) for the maintenance / improvement works.
			viii.	Road lighting and cabling works by contractors of the Lighting Division of the HyD.
			ix.	District and/or maintenance works by contractors of the 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.
			ii.	During the construction of the Service, the Purchaser shall coordinate with the interface parties including YL/2023/05, YL/2023/06, Site 3-33 as shown in Annex I, and open space at Site 3-37 as shown in 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 exact profile, alignment, invert level, manholes location, road levels, road geometry, roadworks, site formation and interface details between the works under interface parties and the works of footpath along Site 3-37 as shown in Annex I prior to the commencement of the construction works of works under footpath along Site 3-37 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, SGMST 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 drainage system and footpath of Road P1 and footpath along

				SGMTS. 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 SGMST 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.	<p>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.</p> <p>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.</p>
5.	Location and access			<p>The PRS shall be located as shown in the drawings as detailed in Annex I of this Technical Schedule.</p> <p>Existing Ha Tsuen Road (Road D5), Tin Ha Road, Ping Ha Road, Road L1 and Road L30 are the main access to the PRS.</p>
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 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)	<p>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.</p> <p>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.</p> <p>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 Special Administrative Region (“Hong Kong”).</p>	
		(b)	<p>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 including, but not limited to:</p>	
			i.	Electrical Installation
			ii.	Low Voltage Cubicle Switchboard Installation

		(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		<p>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.</p> <p>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.</p> <p>The Purchaser is entirely responsible for the handover of the Service to relevant management and maintenance parties and authorities.</p> <p>The Purchaser shall not consider the Service be substantially completed without the prior agreement from the Government Representatives.</p>
11.	Submissions	(a)	<p>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.</p> <p>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, road geometry, structural details, and such other information as the Government Representatives may require.</p> <p>All submissions shall comply with requirements in the relevant guidance notes, technical circulars, memorandum, practice notes, standard drawings and code of practice, design manual, etc. issued by CEDD, HyD, DSD, WSD, TD, Planning Department, Bureaus, Leisure and Cultural Services Department, EMSD, LandsD and Buildings Department.</p>
		(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		<p>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.</p> <p>The Purchaser shall allow sufficient lead-time for the Government Representatives to comment on design/materials submissions.</p> <p>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.</p>
			<p>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.</p> <p>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.</p> <p>The Purchaser shall not consider the Service be substantially completed without the prior agreement from the Government Representatives.</p>

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.
			<p>to be attended by the Government staff and/or their agents, and as required by the Government Representatives.</p> <p>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.</p>	
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 the E&M drawings (including all wiring circuit diagrams down to component level), roadworks drawings, structural and geotechnical drawings (including layout plans and details drawings) and landscape drawings, in the agreed format;	
		(b)	Paper prints for all drawings as (a) above;	

		(c)	<p>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;</p> <p>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;</p> <p>The draft as-built drawings shall be submitted to the Government Representatives for comment one month before the completion of construction on the Service;</p>
		(d)	Fire Service Installation Certificate and Dangerous Goods Store License (if applicable);
		(e)	Certificate of Permanent Water Supply Connection;
		(f)	Permanent drainage system connection completion letter/memo from the DSD;
		(g)	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;
		(h)	Any other essential drawings, information, details and certificates relating to the Yellow Area as may be required by the Government Representatives;
		(i)	Works Completion Certificate for Electrical Installation (WR1) as required by the Electricity Ordinance;
		(j)	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;
		(k)	Structural statutory compliance certificate and Checking Report (when structural / geotechnical design submission to the Government Representatives is required);
		(l)	Cleansing, disinfection and flushing reports of hot, cold water systems and other water using systems/apparatus;

		(m)	Schedule of keys;
		(n)	For record drawings and documents submission related to BIM, please refers to the advisory requirement under the related clauses of this Technical Schedule; and
		(o)	Any other essential information, details and certificates relating to the Service as may be requested by the Government Representatives.
		(p)	All items above and a draft of the Maintenance Manual shall be submitted before the handover.
15.	Defects Liability and Maintenance		<p>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)(I)(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.</p> <p>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)(I)(i)(II) of the C/S) shall be renewed.</p>
16.	The PRS 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 PRS design shall also take into account safety aspects; slippery surfaces, entrapment, sharp edges and corners shall be avoided. Railings, structures and inclined surfaces that encourage climbing and misuse as play equipment shall be avoided. Handrails to steps and anti-slip surface/foot-grip strips to treads of steps and gradient floor shall be provided.
		(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 and the HyD.
		(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.

	Electrical Installation	(a)	The electrical installation shall be carried out in concealed PVC conduit except in areas with cover such as inside false ceiling void, pipeduct, under raised floor void, meter/switch room and in outdoor areas where it shall be carried out in exposed G.I. conduits. The electrical installation shall comply with the latest edition and subsequent addendum/ corrigendum/ amendments of IEC 60364, Code of Practice For the Electricity (Wiring) Regulations issued by the EMSD, and to the satisfaction of the Government Representatives and the local power supply company.
	Electricity Supply and Metering	(b)	Electricity supply to the facilities of the PRS shall be independently metered. The electricity supply to the facilities of the PRS shall be independently metered to the satisfaction of the Government Representatives and the requirements of local power supply company.
			The Purchaser shall employ a competent consultant with experiences in electrical load calculations and design experience to carry out a detail electrical load calculations based on the information/requirements as listed in this Technical Schedule and submit all the relevant electrical load design calculations for the Service to the Government Representatives and the Lighting Division of the HyD for agreement prior to the commencement of all the required detail design works.
			Provision shall be allowed in the design of the electricity system for bulk tariff metering in case the power consumption so warrants.
			All equipment shall be easily accessible and not obstructive. Switchgears shall be installed inside switch/meter room and adequate space shall be provided within the meter room, or other location agreed by the Government Representatives, for servicing and replacing equipment.

	Lighting	(c)	<p>The lighting design shall comply with the latest version of Public Lighting Design Manual (“the PLDM”) published by the HyD.</p> <p>The public lighting installations shall be designed to appropriate lighting levels in an energy efficient and environmental-friendly manner. In PLDM, there are requirements on lighting level, uniformity, reliability, durability, etc. for different types of roads and highway structures.</p> <p>Lighting designers shall prepare the lighting scheme strictly according to the specified limits or values in PLDM for approval by the Lighting Division of the HyD.</p> <p>All lighting designs, computer simulations, shop drawings and proposed materials/equipment shall be submitted to the Lighting Division of the HyD for approval before installation. The Lighting Division of the HyD will not take over any completed lighting installations without prior approval.</p>
	Water Supply Requirements		<p>The fresh water supply to the Service shall be independently metered. The fresh water pipes and fittings shall be of appropriate materials in compliance with the latest WSD’s requirements.</p> <p>Separate fresh water supplies shall be provided in accordance with the requirements of the Director of Water Supplies. Water connections and supply shall be subject to the formal approval of the Director of Water Supplies.</p> <p>The water supply shall include potable (fresh) water, irrigation water, cleansing water and fire services water supplies as necessary. The meters shall be easily accessed but shall not be exposed conspicuously.</p> <p>The water supply pipes and fittings shall comply with the Hong Kong Waterworks Regulations and Hong Kong Waterworks Standard Requirements.</p>
17.	Waste Management Requirements		<p>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:</p>

			(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.
18.	Signage	External signage including directional signage, composite notices boards, illuminated signs, name plaques, logos, location maps, markings, etc. in both Chinese and English shall be provided as where deemed necessary by the Government Representatives. Details of placement, locations and design including materials, lettering and graphics shall be submitted for the Government Representatives' agreement.		

List of Annexes

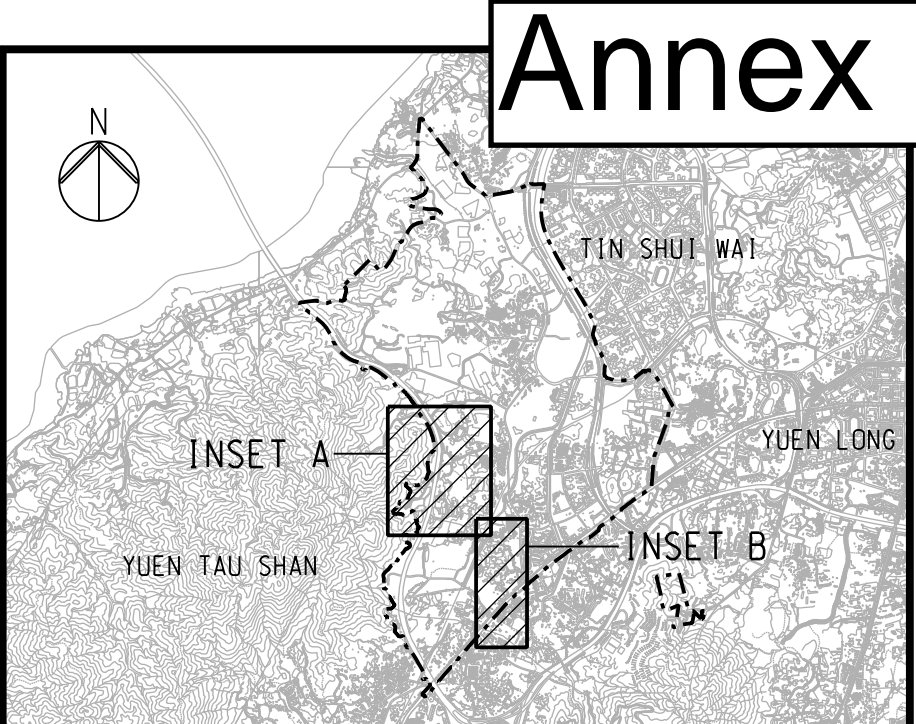
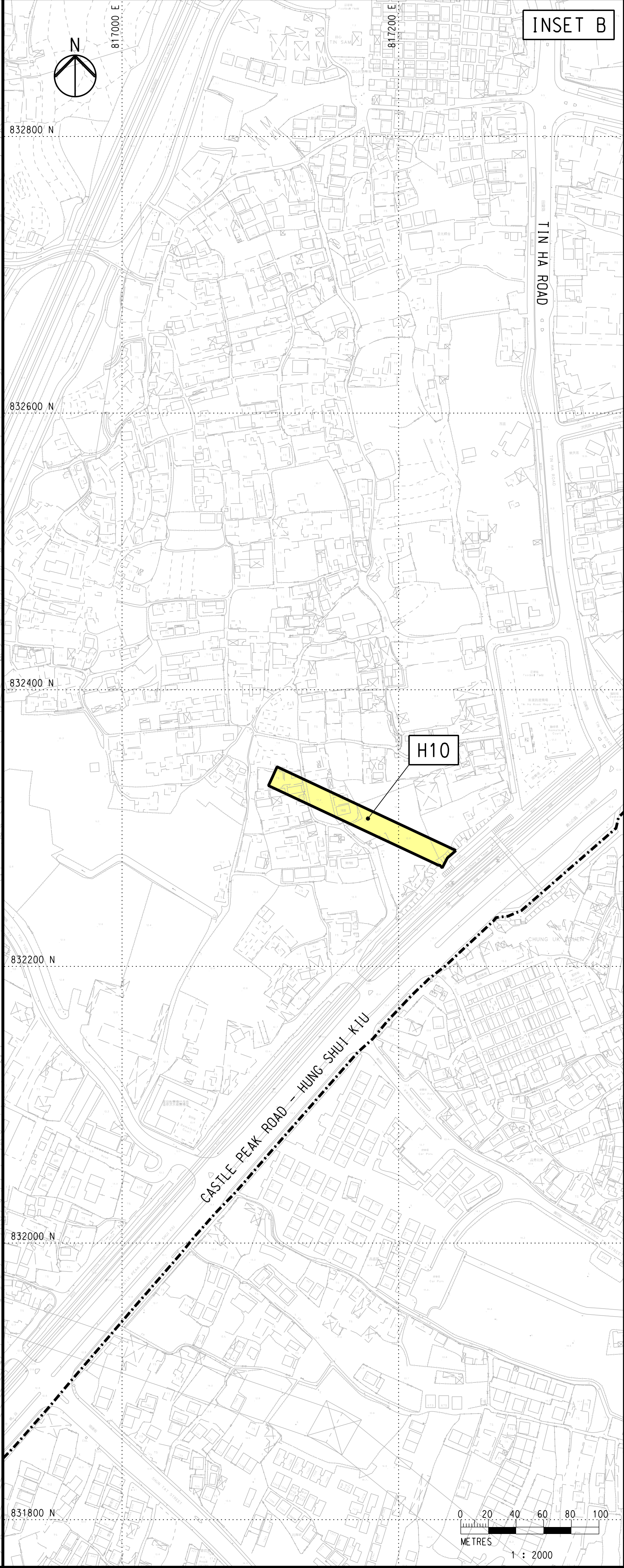
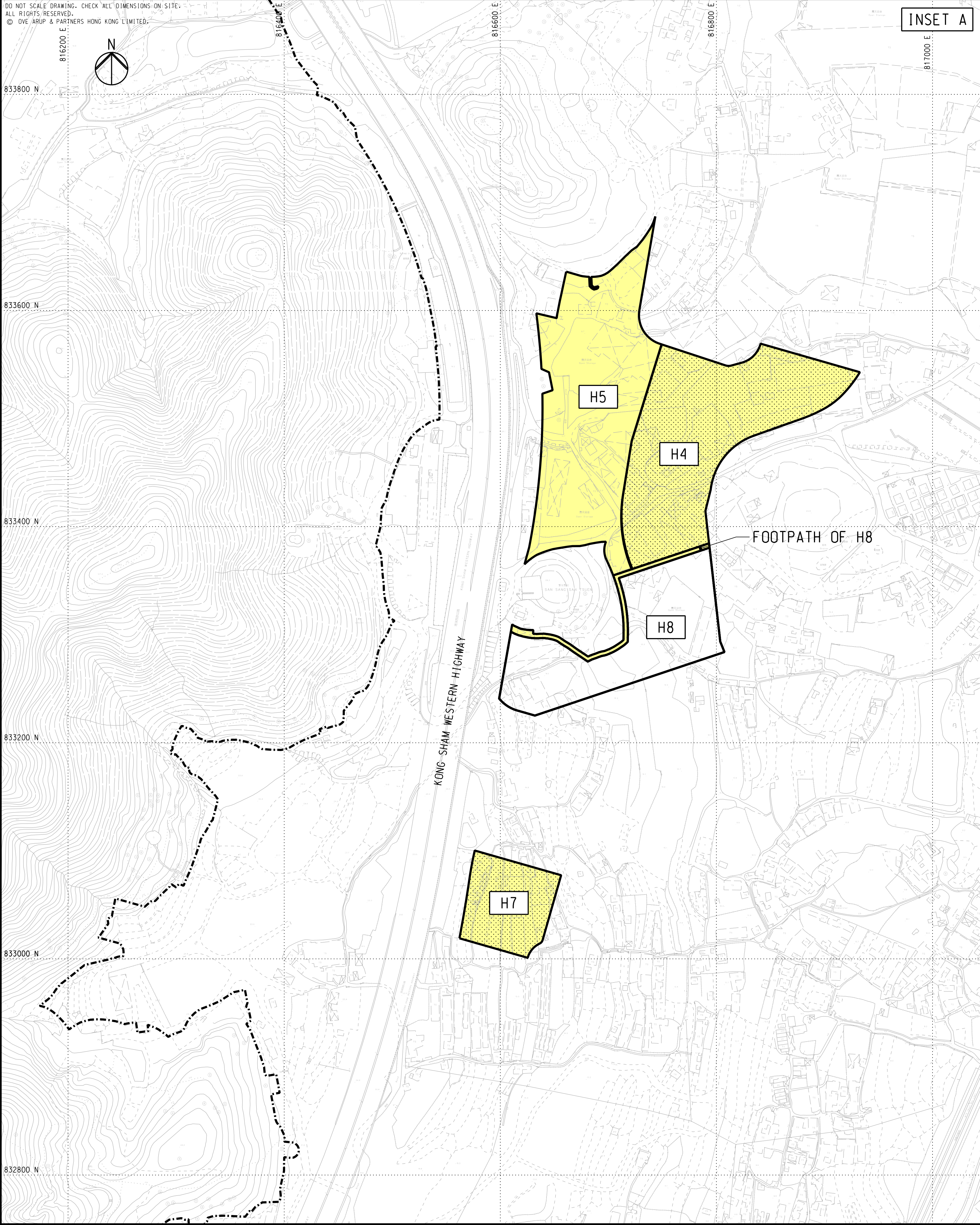
Annex I

Drawings

- Large-Scale Land Disposal in HSK/HT NDA Overall Layout
- Part of Site (H8-FP) Setting Out
- General Layout
- Road Works (Road Pavement and Paving Layout, Kerb and Street Furniture Layout, Roadworks Details & Paving Details)
- Road Lighting Layout and Demolition
- Drainage Layout
- Fresh Water Supply Works Layout
- Existing and Proposed Power Cables
- Existing and Proposed Telecom Layout

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Date : 12/24/2025

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Annex I

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

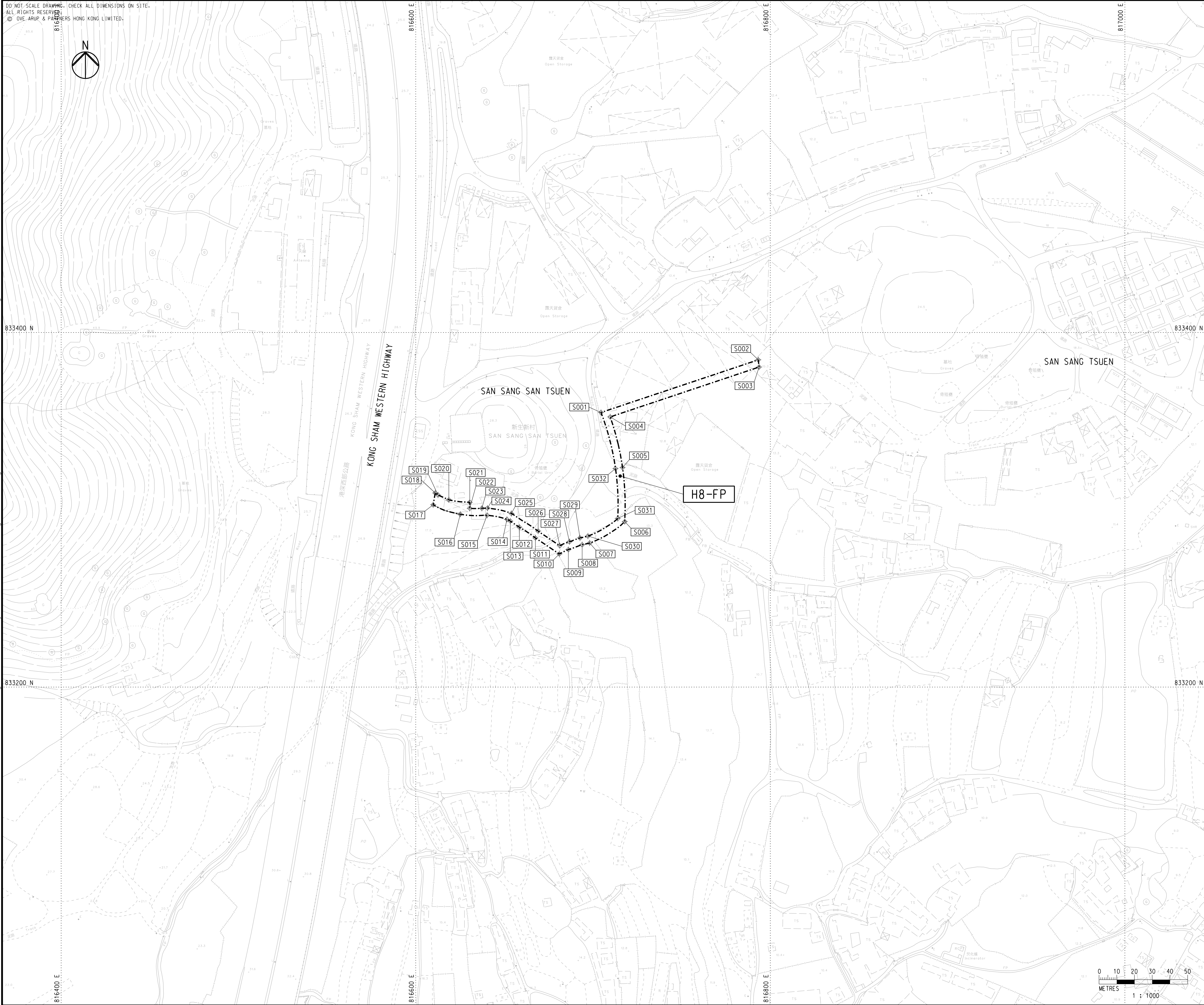
Drawing title

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

Drawing no.		Rev.	
278463/SK/C/461		C	
Drawn RY	Date 09/25	Checked EH	Approved KKC
Scale 1:2000 @ A1		Status PRELIMINARY	

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LEGEND

PART OF SITE (H8-FP)

SETTING OUT POINT

SETTING OUT POINT	EASTING	NORTHING
S001	816704.500	833354.882
S002	816793.216	833384.578
S003	816793.680	833380.515
S004	816709.686	833352.393
S005	816716.634	833323.810
S006	816717.887	833293.363
S007	816698.102	833281.286
S008	816693.882	833280.305
S009	816686.081	833277.541
S010	816680.999	833275.099
S011	816667.493	833284.126
S012	816656.454	833290.198
S013	816653.341	833293.623
S014	816651.446	833294.606
S015	816640.259	833286.933
S016	816625.121	833297.515
S017	816609.822	833302.815
S018	816610.990	833309.488
S019	816612.547	833308.352
S020	816618.639	833305.644
S021	816630.473	833304.245
S022	816630.457	833300.843
S023	816637.297	833300.853
S024	816640.474	833300.939
S025	816653.929	833297.918
S026	816669.023	833288.013
S027	816681.253	833279.740
S028	816686.682	833281.963
S029	816692.641	833284.122
S030	816697.108	833285.177
S031	816713.945	833295.126
S032	816712.673	833323.248

CURVE CENTER	EASTING	NORTHING	RADIUS
S004-S005	816568.928	833303.227	149.100
S005-S006	816565.508	833302.343	152.600
S006-S007	816678.686	833335.339	57.400
S014-S015	816634.954	833239.431	57.700
S015-S016	816633.905	833344.367	47.700
S016-S017	816631.541	833340.785	43.700
S020-S021	816630.321	833353.732	48.500
S024-S025	816640.192	833264.803	35.900
S030-S031	816679.896	833332.823	50.700
S032-S001	816560.204	833301.314	154.000

C	THIRD ISSUE	KF	12/25
B	SECOND ISSUE	KF	09/25
A	FIRST ISSUE	KF	07/25
Rev	Description	By	Date
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 (H8-FP)			
SETTING OUT PLAN			
Drawing no.			
282748/POS/SK/H8-FP			
Rev.			
C			
Drawn	Date	Checked	Approved
RY	07/25	EH	KKC
Scale	Status		
1:1000 @ A1	PRELIMINARY		

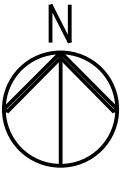
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FOR CONTINUATION
SEE DRG 282748/C6/GEN/1114

MATCH LINE



833400 N

KONG SHAM WESTERN HIGHWAY
KONG SHAM WESTERN HIGHWAY

ROAD P1 (SOUTHBOUND)
(BY OTHER HSK/HT NDA SECOND PHASE DEVELOPMENT CONTRACT)

SITE 3-32
(ENTERPRISE AND
TECHNOLOGY PARK)

SITE 3-33
(ENTERPRISE AND
TECHNOLOGY PARK)

SITE 3-38
(GREEN BELT)

新生新村
SAN SANG SAN TSUEN
SAN SANG SAN TSUEN

SITE 3-37
(LOCAL OPEN SPACE)

PROPOSED CYCLE
PARKING AREA

SITE 3-36
(LOCAL OPEN SPACE)
(BY OTHER HSK/HT NDA SECOND
PHASE DEVELOPMENT CONTRACT)

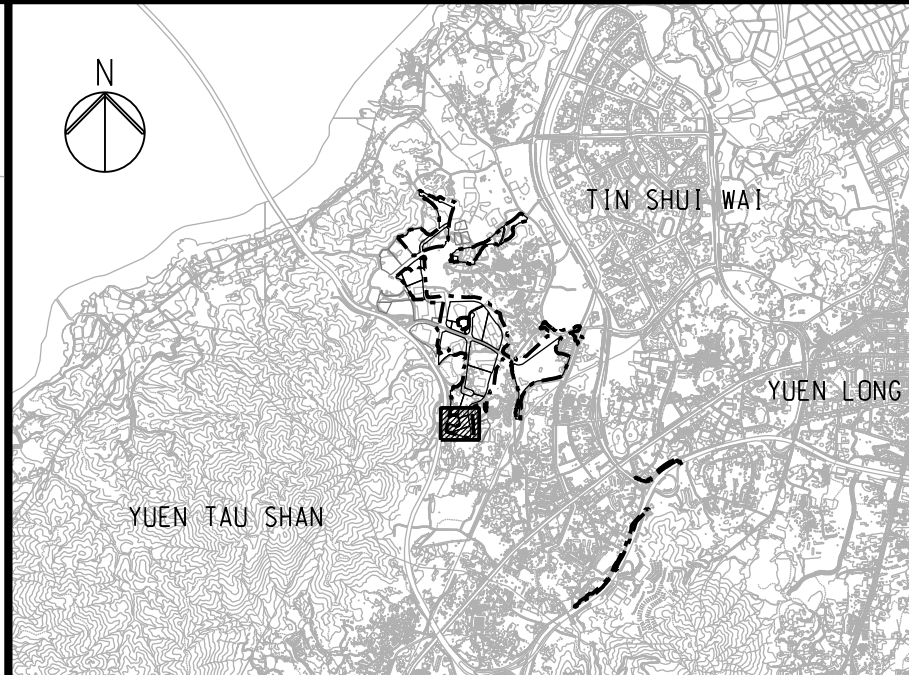
PROPOSED CYCLE
PARKING AREA

SITE 3-40
(ENTERPRISE AND
TECHNOLOGY PARK)
(BY OTHER HSK/HT NDA SECOND
PHASE DEVELOPMENT CONTRACT)

SITE 3-39
(ENTERPRISE AND
TECHNOLOGY PARK)

PROPOSED PEDESTRIAN SUBWAY SW3
(BY OTHER HSK/HT NDA
SECOND PHASE DEVELOPMENT CONTRACT)

ROAD D6
(BY OTHER HSK/HT NDA SECOND
PHASE DEVELOPMENT CONTRACT)



KEY PLAN

NOTES

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



Yellow Area

00	TENDER ISSUE	PY	12/24
Rev	Description	By	Date

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

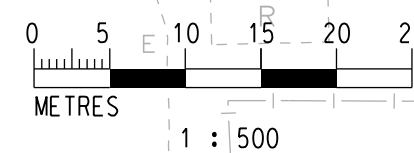
Drawing title
GENERAL LAYOUT PLAN
(SHEET 15)

Drawing no. 282748/C6/GEN/1115		Rev. 00	
Drawn RY	Date 12/24	Checked EH	Approved KKC
Scale 1:500 @ A1		Status TENDER	

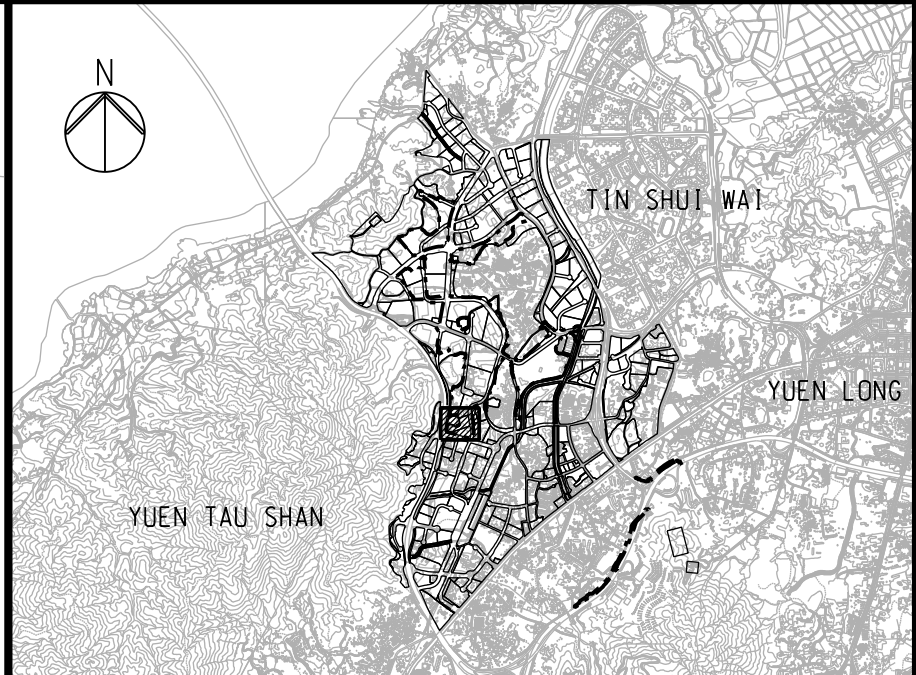
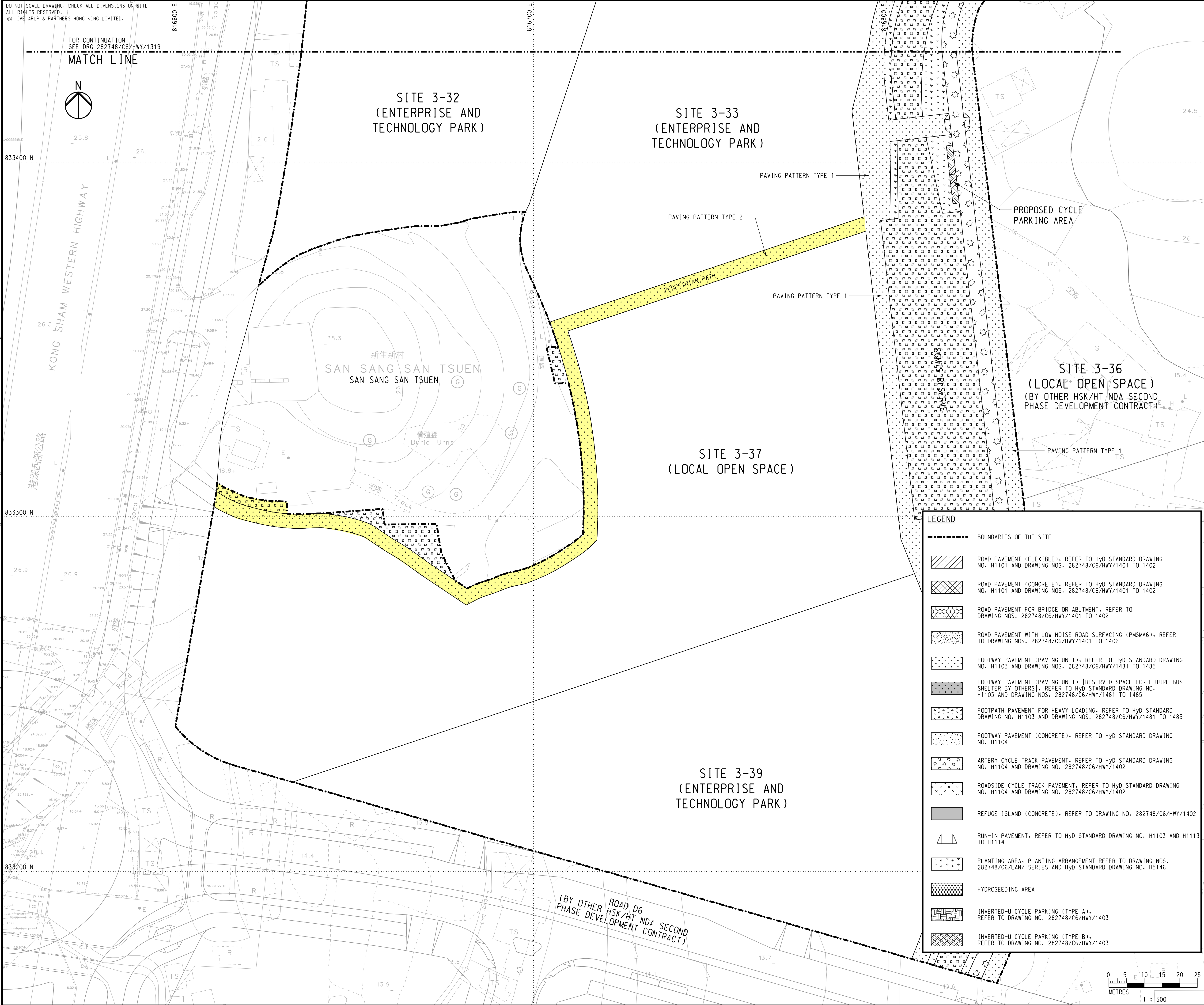
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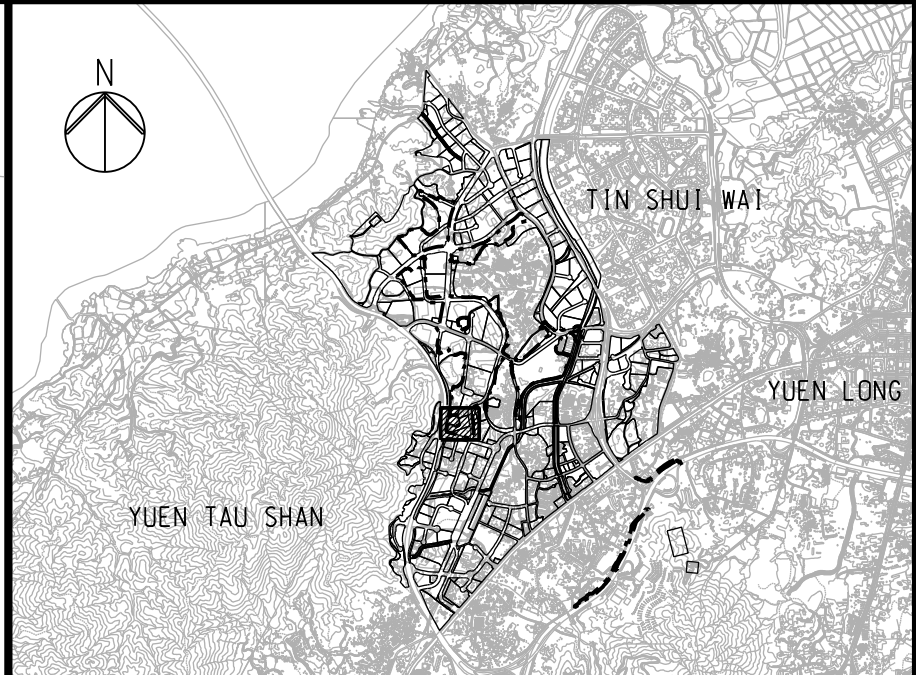
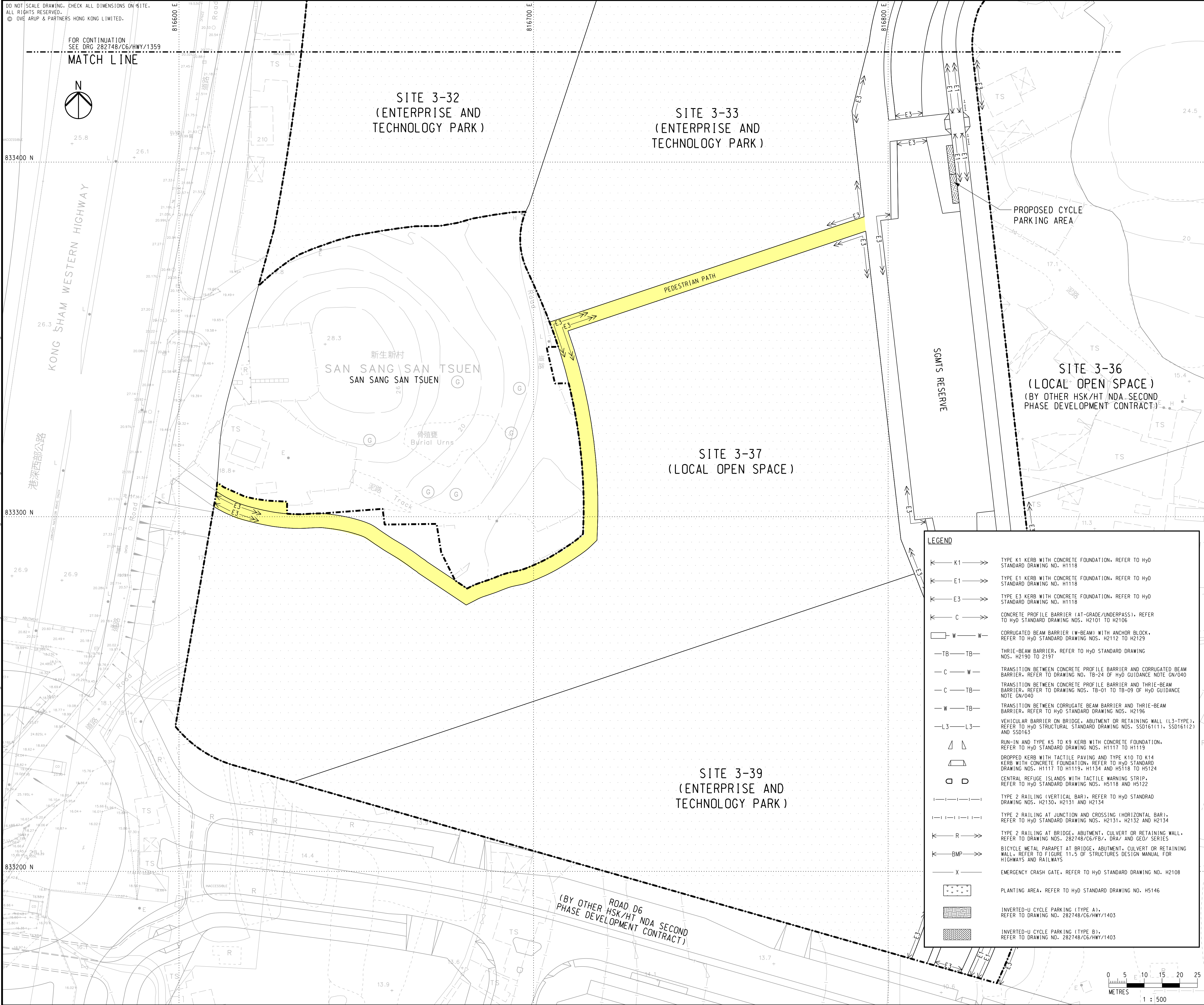
KEY PLAN

NOTES
1. FOR GENERAL NOTES AND LEGEND, REFER TO DRAWING NO. 282748/C6/HWY/1301.

LEGEND	
	BOUNDARIES OF THE SITE
	ROAD PAVEMENT (FLEXIBLE), REFER TO HYD STANDARD DRAWING NO. H1101 AND DRAWING NOS. 282748/C6/HWY/1401 TO 1402
	ROAD PAVEMENT (CONCRETE), REFER TO HYD STANDARD DRAWING NO. H1101 AND DRAWING NOS. 282748/C6/HWY/1401 TO 1402
	ROAD PAVEMENT FOR BRIDGE OR ABUTMENT, REFER TO DRAWING NOS. 282748/C6/HWY/1401 TO 1402
	ROAD PAVEMENT WITH LOW NOISE ROAD SURFACING (PMSMA6), REFER TO DRAWING NOS. 282748/C6/HWY/1401 TO 1402
	FOOTWAY PAVEMENT (PAVING UNIT), REFER TO HYD STANDARD DRAWING NO. H1103 AND DRAWING NOS. 282748/C6/HWY/1481 TO 1485
	FOOTWAY PAVEMENT (PAVING UNIT) [RESERVED SPACE FOR FUTURE BUS SHELTER BY OTHERS], REFER TO HYD STANDARD DRAWING NO. H1103 AND DRAWING NOS. 282748/C6/HWY/1481 TO 1485
	FOOTPATH PAVEMENT FOR HEAVY LOADING, REFER TO HYD STANDARD DRAWING NO. H1103 AND DRAWING NOS. 282748/C6/HWY/1481 TO 1485
	FOOTWAY PAVEMENT (CONCRETE), REFER TO HYD STANDARD DRAWING NO. H1104
	ARTERY CYCLE TRACK PAVEMENT, REFER TO HYD STANDARD DRAWING NO. H1104 AND DRAWING NO. 282748/C6/HWY/1402
	ROADSIDE CYCLE TRACK PAVEMENT, REFER TO HYD STANDARD DRAWING NO. H1104 AND DRAWING NO. 282748/C6/HWY/1402
	REFUGE ISLAND (CONCRETE), REFER TO DRAWING NO. 282748/C6/HWY/1402
	RUN-IN PAVEMENT, REFER TO HYD STANDARD DRAWING NO. H1103 AND H1113 TO H1114
	PLANTING AREA, PLANTING ARRANGEMENT REFER TO DRAWING NOS. 282748/C6/LAN/SERIES AND HYD STANDARD DRAWING NO. H5146
	HYDROSEEDING AREA
	INVERTED-U CYCLE PARKING (TYPE A), REFER TO DRAWING NO. 282748/C6/HWY/1403
	INVERTED-U CYCLE PARKING (TYPE B), REFER TO DRAWING NO. 282748/C6/HWY/1403

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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 PAVEMENT AND PAVING LAYOUT PLAN (SHEET 10)			
Drawing no.		Rev.	
282748/C6/HWY/1320		00	
Drawn	Date	Checked	Approved
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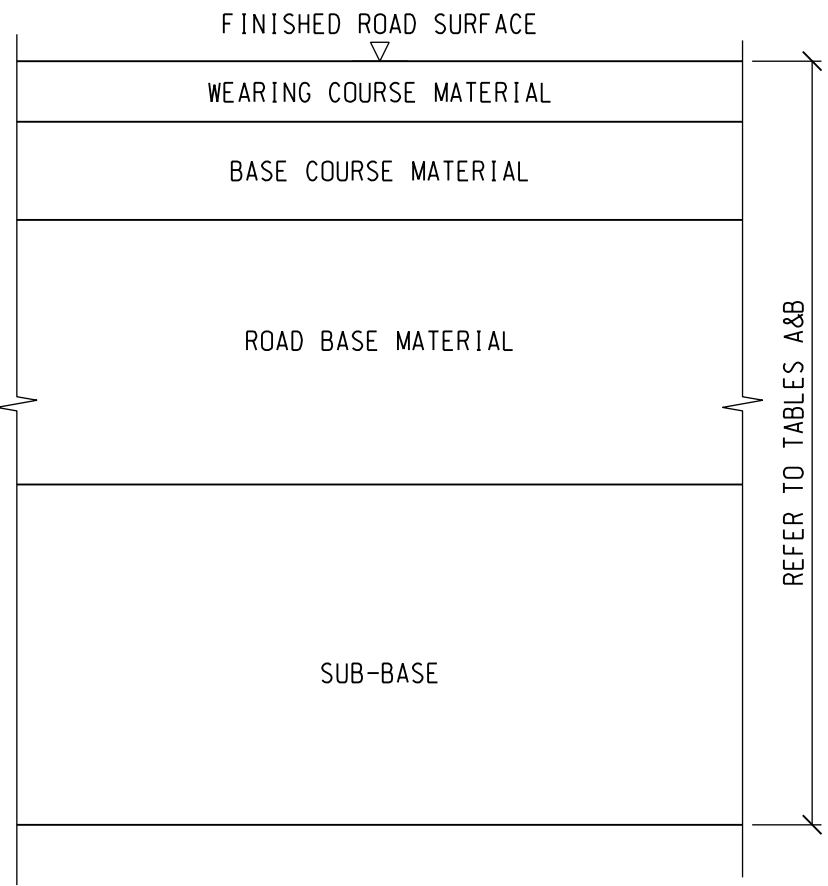
KEY PLAN

NOTES
1. FOR GENERAL NOTES AND LEGEND, REFER TO DRAWING NO. 282748/C6/HWY/1301.

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Infrastructure Works			
Drawing title			
KERB AND STREET			
FURNITURE LAYOUT PLAN			
(SHEET 10)			
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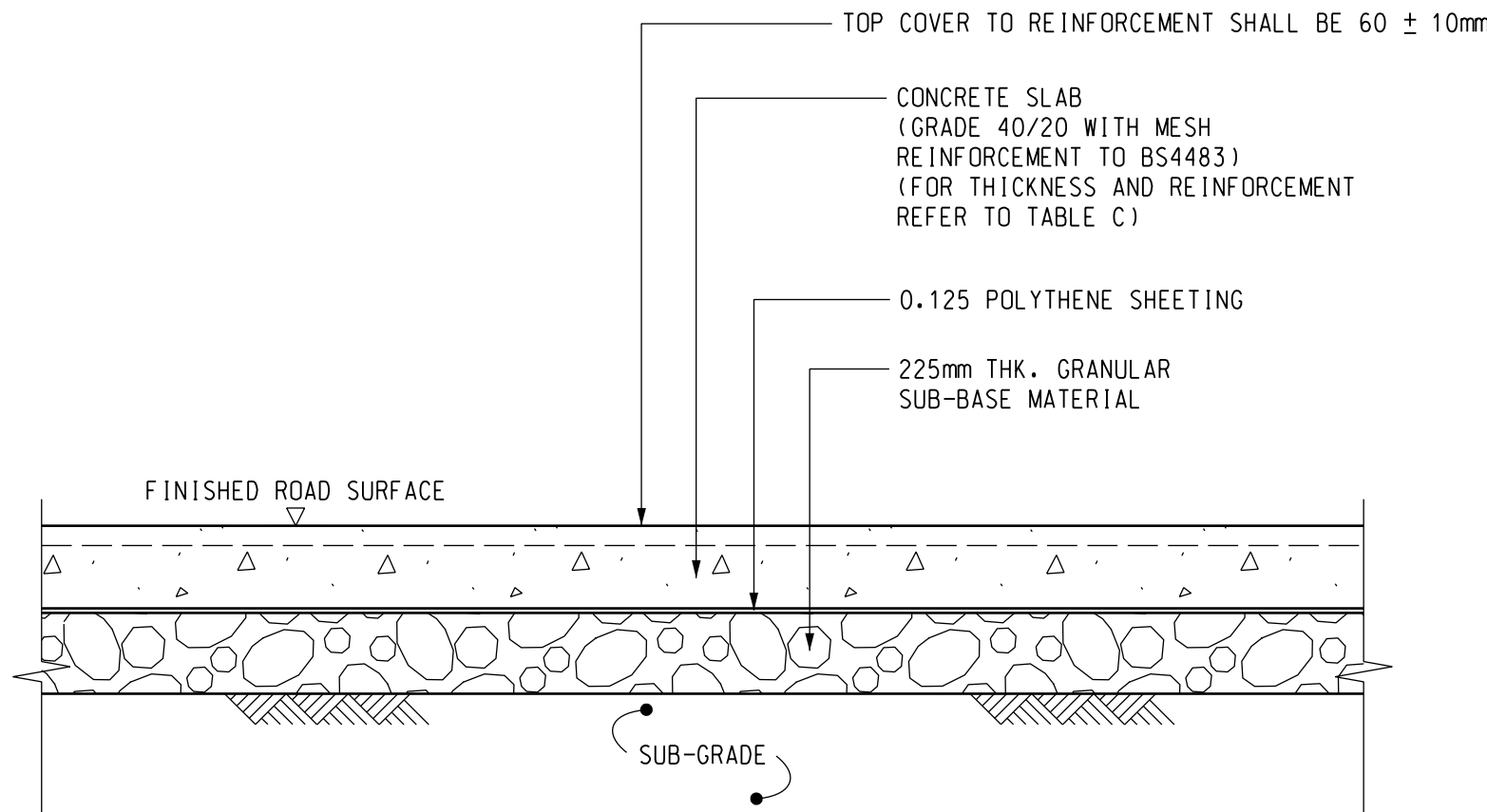
NOTES

- ALL DIMENSIONS ARE TO BE IN MILLIMETERS, UNLESS OTHERWISE STATED.
- THIS DRAWING SHALL BE READ IN CONJUNCTION WITH ALL ROADWORK DRAWINGS AND HyD STANDARD DRAWING.
- DROP KERBS IN ACCORDANCE WITH HyD STANDARD DRAWING NO. H1117 SHALL BE PROVIDED AT PEDESTRIAN CROSSINGS.
- FOR DETAILS OF PAVEMENT IN FOOTPATH AND VERGE AREA, REFER TO DRAWING NOS. 282748/C6/HWY/1481 AND HyD STANDARD DRAWING NO. H5136.
- FOR DETAIL OF REINSTATEMENT OF PAVING, REFER TO HyD STANDARD DRAWING NOS. H1124 TO H1131.
- THE KERB & PAVING LAYOUT PLANS SHOW THE GENERAL PATTERN OF VARIOUS TYPES OF PAVEMENT CONSTRUCTION. THE EXACT LIMIT OF EACH TYPE OF PAVEMENT CONSTRUCTION SHALL BE REVIEWED BY THE CONTRACTOR ACCORDING TO SITE CONDITION AND ACCEPTED BY THE PROJECT MANAGER.
- THE CONDITION OF EXISTING PAVEMENT AREAS SHALL BE REVIEWED AT THE TIME OF CONSTRUCTION. THE PROJECT MANAGER MAY INSTRUCT THAT LOCALISED REPAIRS BY PARTIAL OR COMPLETE RE-CONSTRUCTION TO BE CARRIED OUT.
- THE CONTRACTOR SHALL CARRY OUT THE CBR AND PLASTICITY INDEX TESTS TO DETERMINE THE SUBGRADE MODULUS OF ELASTICITY OF EXISTING GROUND PRIOR TO THE COMMENCEMENT OF ROAD CONSTRUCTION. THE NUMBERS AND LOCATIONS FOR TESTS SHALL BE REVIEWED ON SITE TO SUIT SITE CONDITIONS. THE THICKNESS OF ROAD BASE AND SUB BASE TO BE USED IN THE WORKS SHALL BE ACCEPTED BY THE PROJECT MANAGER.
- EXISTING ROAD BITUMINOUS LAYERS, CONCRETE PAVING, SUBBASE, ROADSIDE KERBS, TRAFFIC ISLAND, CENTRAL RESERVE AND PLANTER WALL WITHIN THE EXTENT OF PROPOSED CARRIAGEWAY, ACCESS ROAD, FOOTWAY, AMENITY AND PLANTING AREA EXCEPT STATED OTHERWISE AND ANYTHING WHICH IN THE OPINION OF THE PROJECT MANAGER AFFECTING THE COMPLETION OF WORKS SHALL BE REMOVED OFF SITE BY THE CONTRACTOR PRIOR TO LAYING NEW PAVING MATERIAL EXCEPT STATED OTHERWISE. THE CONDITIONS OF SUB-GRADE SHALL BE INSPECTED BY THE SUPERVISOR WITHOUT OBJECTION PRIOR TO LAYING OF SUB-BASE.
- ALL EXISTING GROUND LEVEL FURNITURES AND PAVING DISTURBED BY THE CONSTRUCTION OF THE WORKS, UNLESS STATED OTHERWISE, SHALL BE REINSTATED TO ORIGINAL CONDITION.
- THE CONCRETE PAVEMENT DESIGN SHALL BE VERIFIED AND AGREED WITH THE PROJECT MANAGER UPON ACHIEVING THE CBR TEST RESULTS.
- EXISTING ROAD PAVEMENT UNDERNEATH NEW ROAD CONSTRUCTION SHALL BE REMOVED DOWN TO THE BOTTOM OF SUB-BASE FOR NEW ROAD CONSTRUCTION, UNLESS ACCEPTED OTHERWISE BY THE PROJECT MANAGER.
- FOR DETAILS OF TRANSITION BETWEEN CONCRETE AND FLEXIBLE PAVEMENTS, REFER TO HyD STANDARD DRAWING NO. H1110.
- JOINTS IN BITUMINOUS MATERIALS LAYERS, REFER TO HyD STANDARD DRAWING NO. H1101.
- DETAILS OF EXPANSION JOINT IN CONCRETE CARRIAGEWAY, REFER TO HyD STANDARD DRAWING NO. H1105. MAX. SPACING OF EXPANSION JOINT IS 60m.
- DETAILS OF CONTRACTION JOINT IN CONCRETE CARRIAGEWAY, REFER TO HyD STANDARD DRAWING NO. H1106. MAX. SPACING OF CONTRACTION JOINT IS:
 - 20m FOR REINFORCED CONCRETE PAVEMENT
 - 5m FOR UNREINFORCED CONCRETE PAVEMENT ≥ 250 mm THK.
 - 4m FOR UNREINFORCED CONCRETE PAVEMENT ≤ 250 mm THK.
- THE MAXIMUM SPACING BETWEEN LONGITUDINAL JOINTS FOR CONCRETE PAVEMENT SHALL BE 6000mm.
- THE CONTRACTOR SHALL DESIGN THE PAVEMENT JOINT ARRANGEMENT IN PROPOSED CONCRETE PAVEMENT CONSTRUCTION TAKING INTO ACCOUNT THE SITE CONDITIONS AND SUBMIT THE DESIGN DETAILS TO THE PROJECT MANAGER FOR ACCEPTANCE FOUR WEEKS PRIOR TO CONCRETE LAYING.
- DETAILS OF LONGITUDINAL AND ISOLATION JOINTS IN CONCRETE CARRIAGEWAY, REFER TO HyD STANDARD DRAWING NOS. H1107, H1111 AND H1112. MIN. AND MAX. SPACING OF LONGITUDINAL JOINT SHALL BE 1m AND 6m RESPECTIVELY, SUBJECT TO THAT IT IS PROVIDED BETWEEN TRAFFIC LANES AT OR NEAR LANE LINES. ISOLATION JOINT SHALL BE PROVIDED AT ROAD JUNCTION, MANHOLES, OTHER OPENINGS AS APPROPRIATE.
- THE EXACT LIMIT OF TIE-IN WITH THE EXISTING PAVEMENT SHALL BE DETERMINED ON SITE AND ACCEPTED BY THE PROJECT MANAGER.



DETAILS OF FLEXIBLE PAVEMENT

N.T.S.



DETAILS OF CONCRETE PAVEMENT

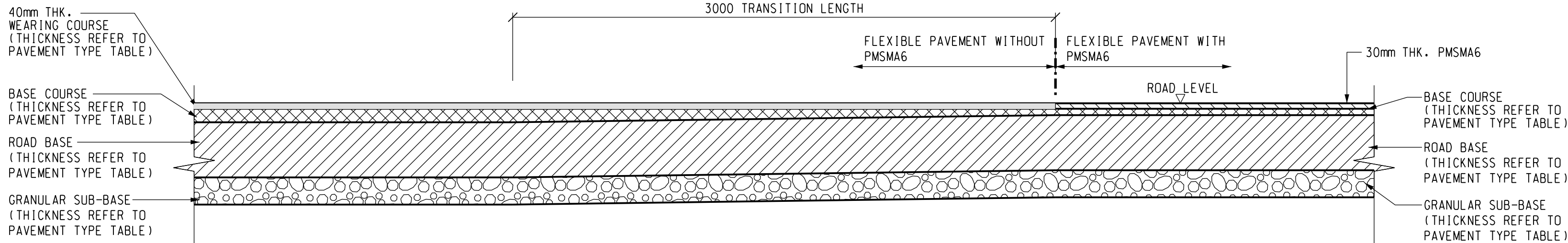
N.T.S.

TABLE A. MINIMUM CAPPING LAYER/SUB-BASE REQUIREMENTS

SUB-GRADE MODULUS OF ELASTICITY (MPa)	SUB-GRADE CBR VALUE (%)	PLASTICITY INDEX (I _p) (%)	MINIMUM THICKNESS (mm)	
			CAPPING LAYER	GRANULAR SUB-BASE
< 20	-	> 50	600	150
20 - < 50	-	> 20 - 50	350	150
50 - < 150	5 - < 15	≤ 20	-	225
≥ 150	≥ 15	-	-	150

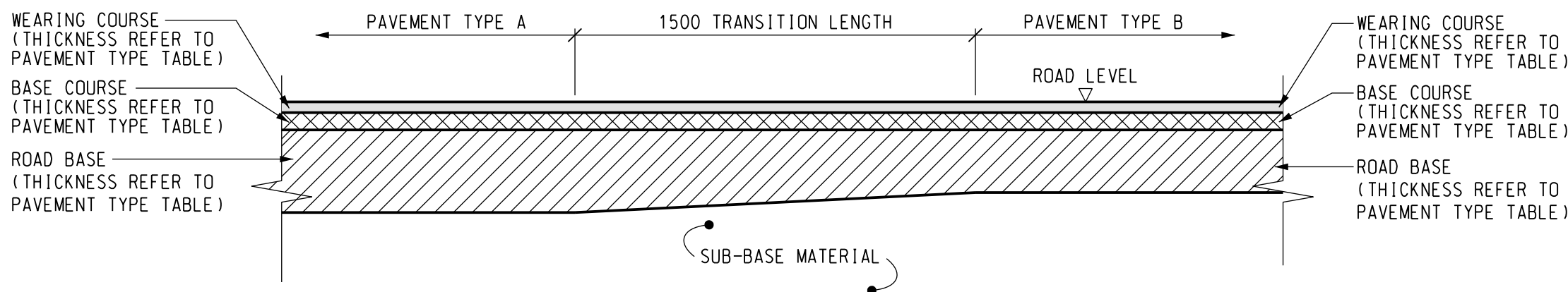
NOTE

- FOR WEAK SUBGRADES (<50 MPa), AN OVERLAYING CAPPING LAYER OF MIN. CBR VALUE OF 15% IS REQUIRED.
- FOR ABNORMALLY WEAK SUBGRADE (<20 MPa), GEOTEXTILES MAY BE USED TO SEPARATE THE SOIL AND THE CAPPING LAYER IN ORDER TO REDUCE DEFORMATIONS UNDER CONSTRUCTION TRAFFIC.



TYPICAL JOINT DETAIL BETWEEN FLEXIBLE PAVEMENTS WITH AND WITHOUT LOW NOISE ROAD SURFACING

N.T.S.



TIE-IN OF FLEXIBLE PAVEMENT OF DIFFERENT THICKNESS (WITHOUT LOW NOISE ROAD SURFACING)

N.T.S.

- NOTE:
- TYPE A REPRESENTS PAVEMENT TYPE OF GREATER THICKNESS.
 - IF PROPOSED SUB-BASE THICKNESS DOES NOT MATCH, 1500mm TIE-IN WILL BE REQUIRED FOR THICKNESS TRANSITION.

ROAD PAVEMENT CONSTRUCTION (CONCRETE)
TABLE C. TO BE READ IN CONJUNCTION WITH HyD
STANDARD DRAWING NO. H1102

SUBGRADE, E (MPa)	CARRIAGEWAY			
	50	100	150	200
CONCRETE SLAB THICKNESS (mm)	240	230	230	225
MESH REINFORCEMENT	C636 MESH OF BS 4483	C503 MESH OF BS 4483	C503 MESH OF BS 4483	C503 MESH OF BS 4483

TABLE B. ROAD PAVEMENT CONSTRUCTION (FLEXIBLE) TO BE READ
IN CONJUNCTION WITH HyD STANDARD DRAWING NO. H1101

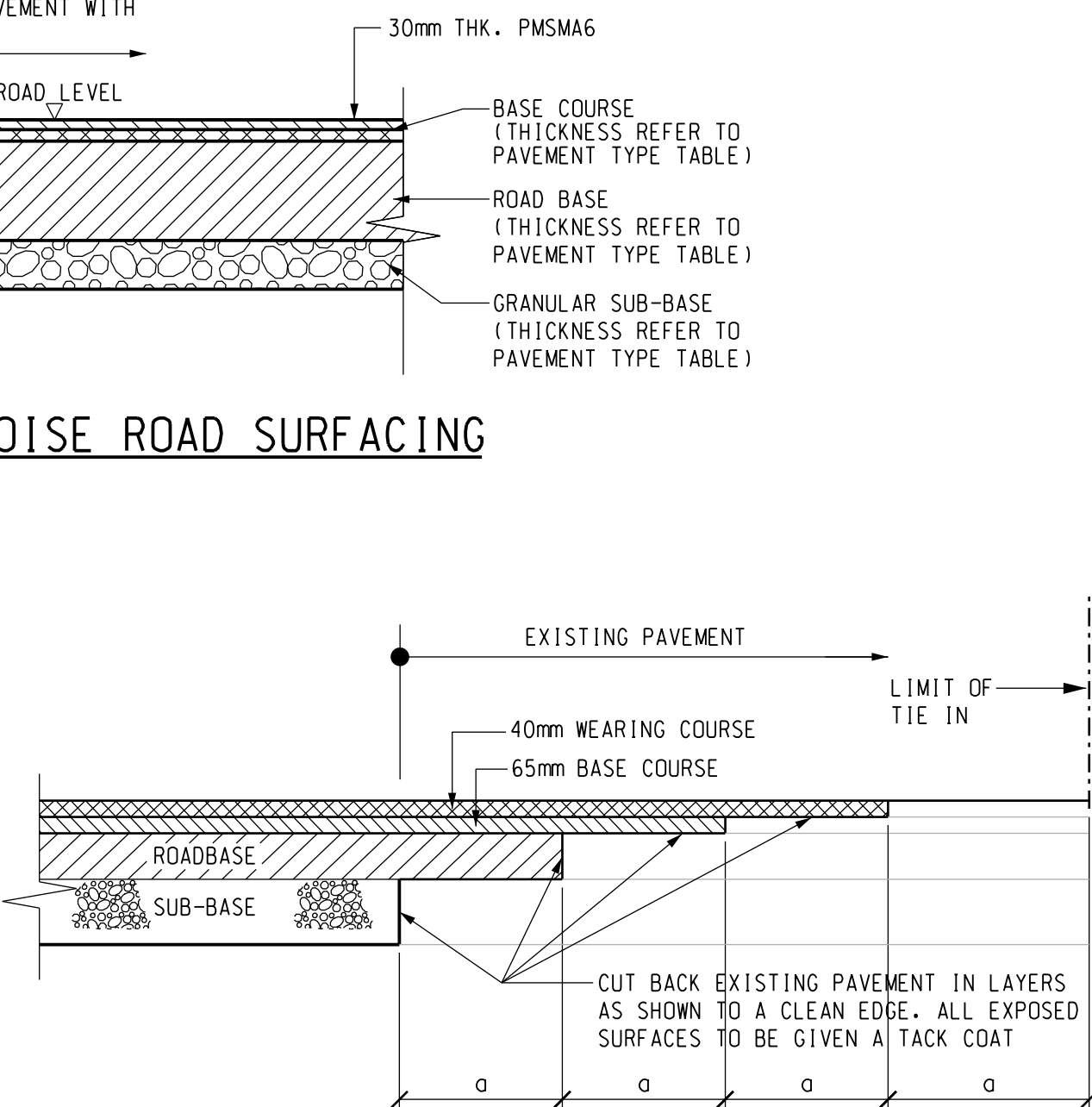
PAVEMENT STRUCTURE	THICKNESS (mm)	MATERIAL CHOICE
WEARING % COURSE	30	6mm NOMINAL SIZE POLYMER MODIFIED STONE MASTIC ASPHALT (PMSMA6)
	40	20mm NOMINAL SIZE WEARING COURSE MATERIAL (WC20)
BASE COURSE	65	28mm NOMINAL SIZE BASE COURSE MATERIAL
ROAD * BASE	405 365 335 305 285	37.5mm NOMINAL SIZE ROAD BASE MATERIAL (APPLY FOR PMSMA6)
	395 355 325 295 275	37.5mm NOMINAL SIZE ROAD BASE MATERIAL (APPLY FOR WC20)
SUB BASE	**	GRANULAR SUBBASE

* I II III IV V

** SEE TABLE A

I 50 < Esub-grade ≤ 100 MPa
II 100 < Esub-grade ≤ 150 MPa
III 150 < Esub-grade ≤ 200 MPa
IV 200 < Esub-grade ≤ 250 MPa
V Esub-grade > 250 MPa

% MATERIAL CHOICE REFER TO DRAWING NOS. 282748/C6/HWY/1311 TO 1327



TIE-IN OF NEW PAVEMENT CONSTRUCTION
WITH EXISTING ROAD PAVEMENT

N.T.S.

a = 150 FOR LONGITUDINAL JOINT
a = 500 FOR TRANSVERSE JOINT

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Site Formation and Engineering
Infrastructure Works

Drawing title

ROADWORKS DETAILS
(SHEET 1)

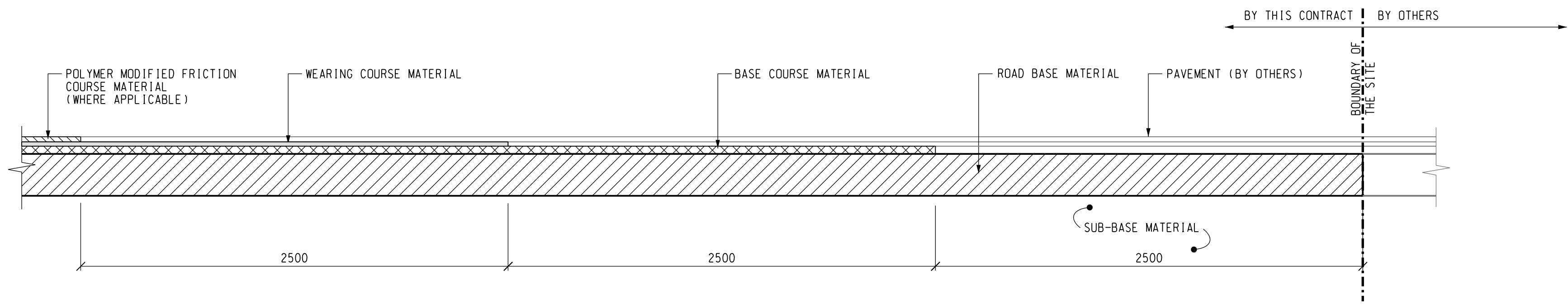
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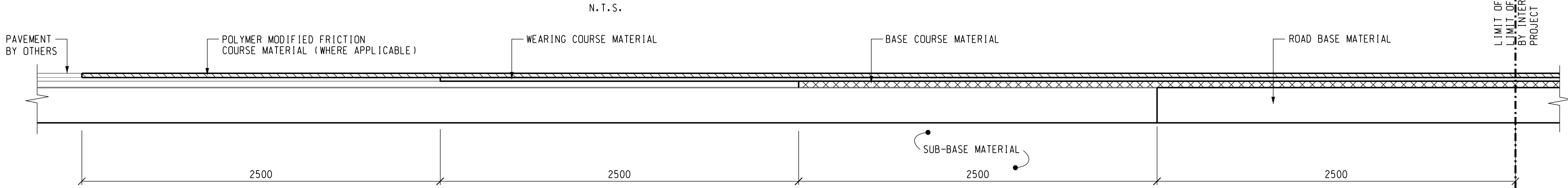


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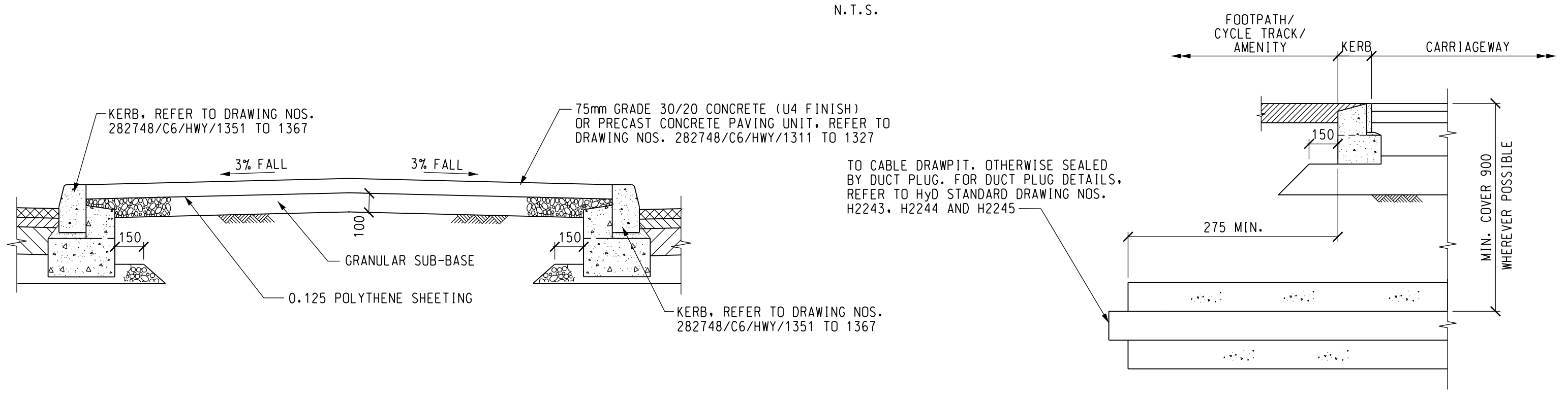
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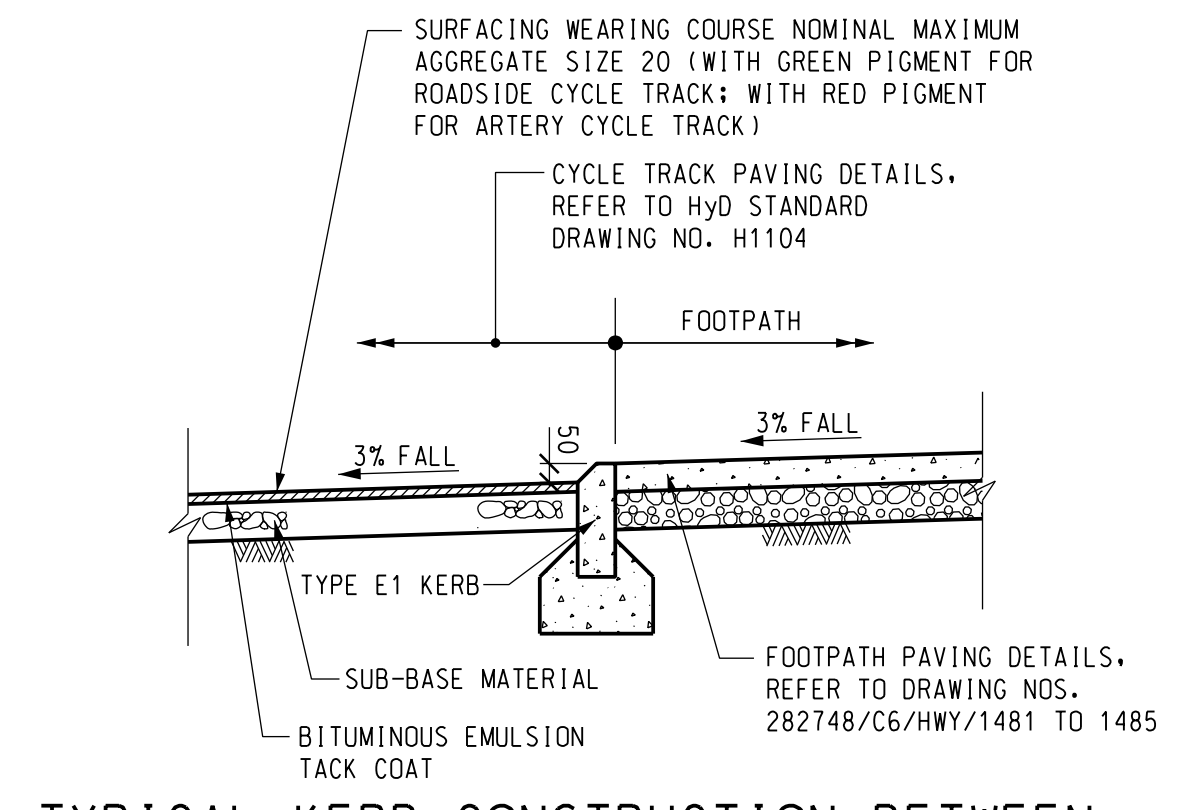
DEMARCATION OF PAVEMENT WITH INTERFACE PROJECT (ARRANGEMENT 'A')



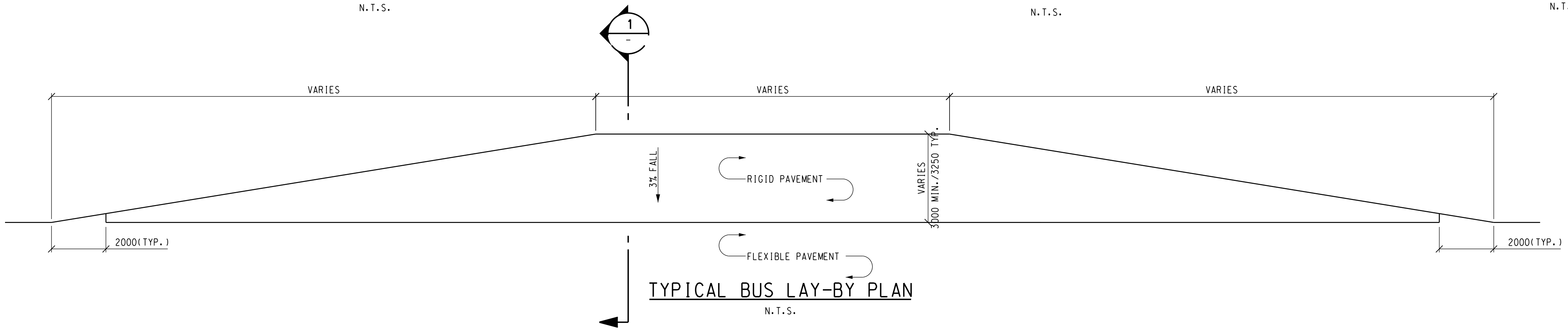
DEMARCATION OF PAVEMENT WITH INTERFACE PROJECT (ARRANGEMENT 'B')



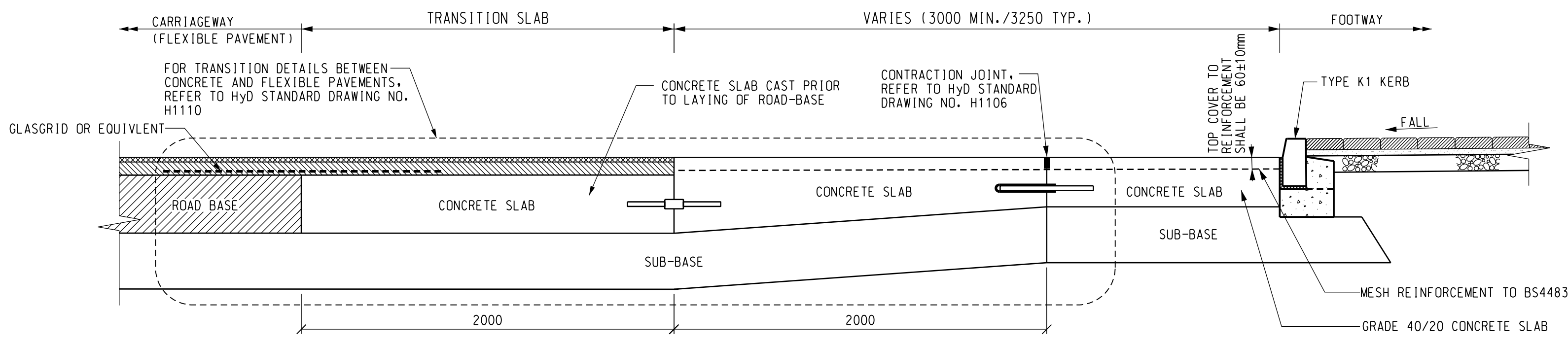
DETAILS OF REFUGE ISLAND SURFACING



TYPICAL KERB CONSTRUCTION BETWEEN CYCLE TRACK AND FOOTPATH



TYPICAL BUS LAY-BY PLAN



SECTION 1
SCALE N.T.S.

NOTES

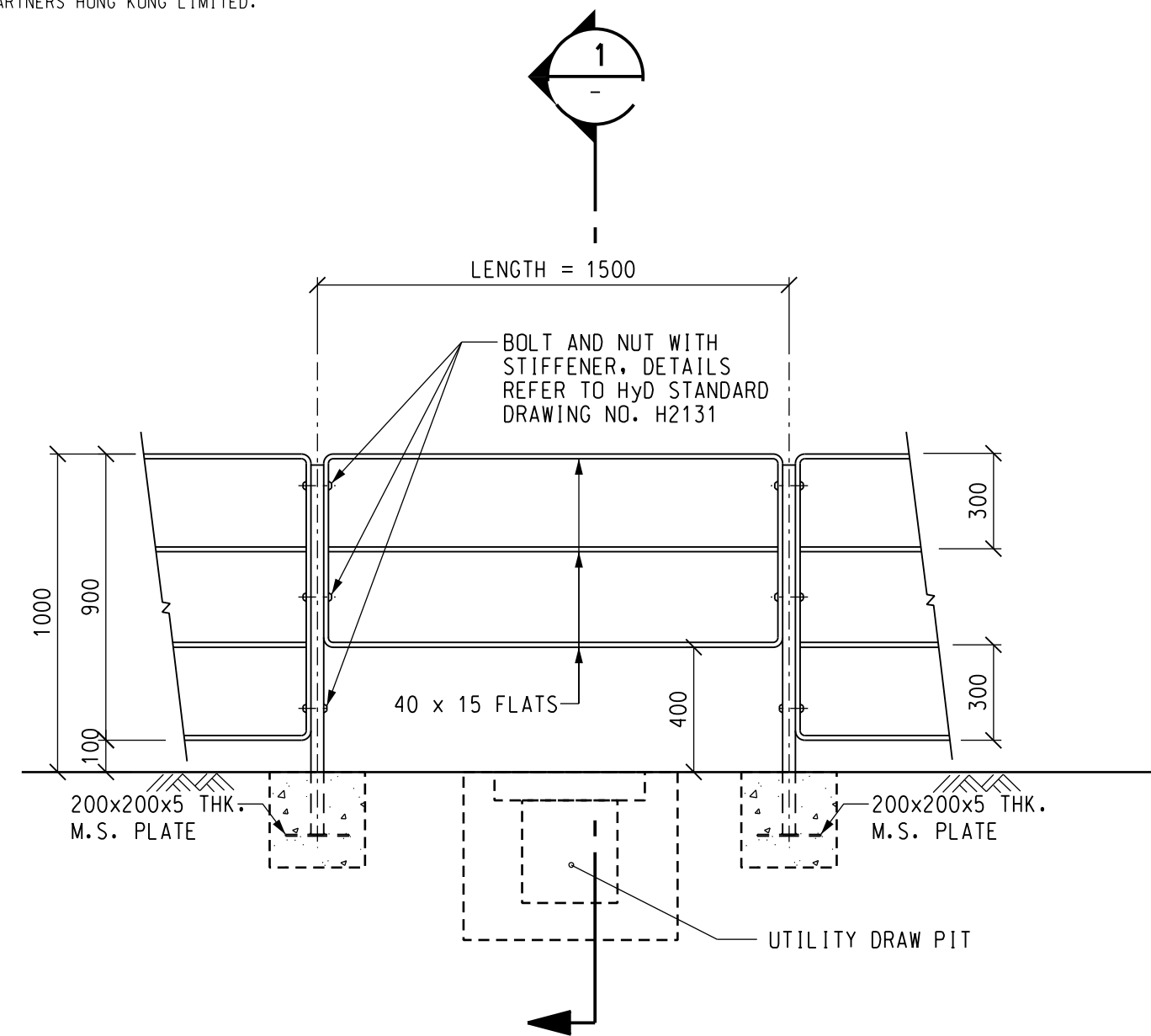
1. FOR NOTES, REFER TO DRAWING NO. 282748/C6/HWY/1401.

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ROADWORKS DETAILS			
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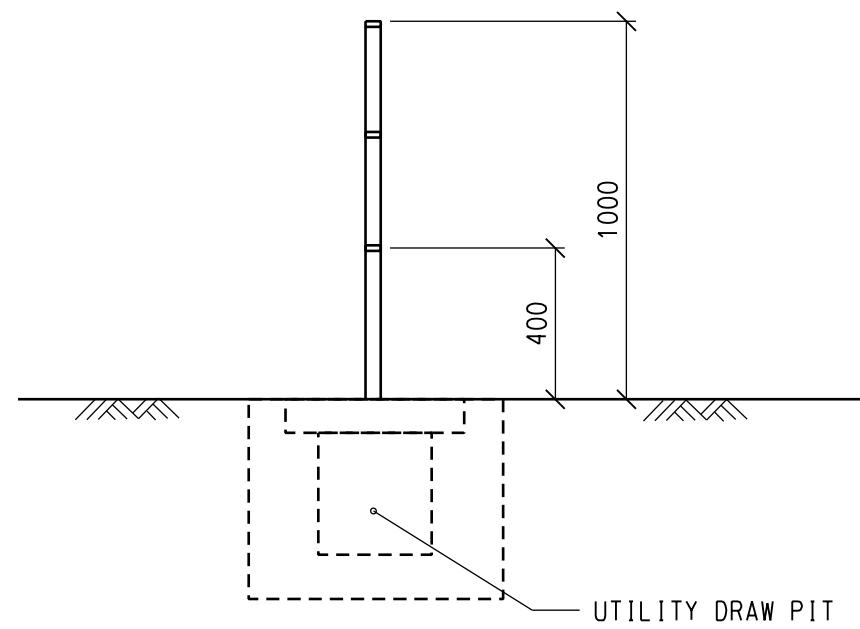
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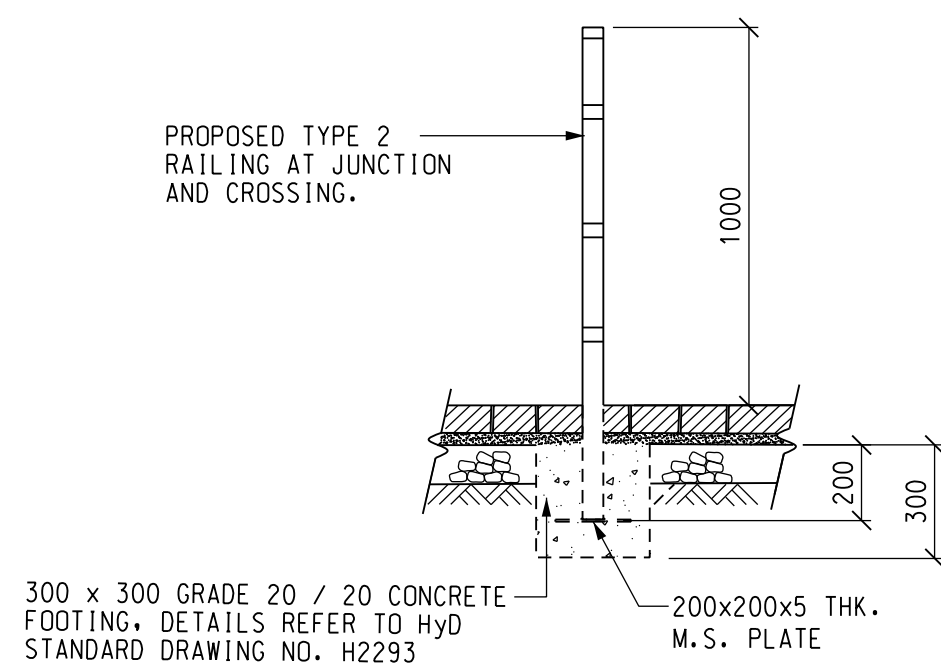
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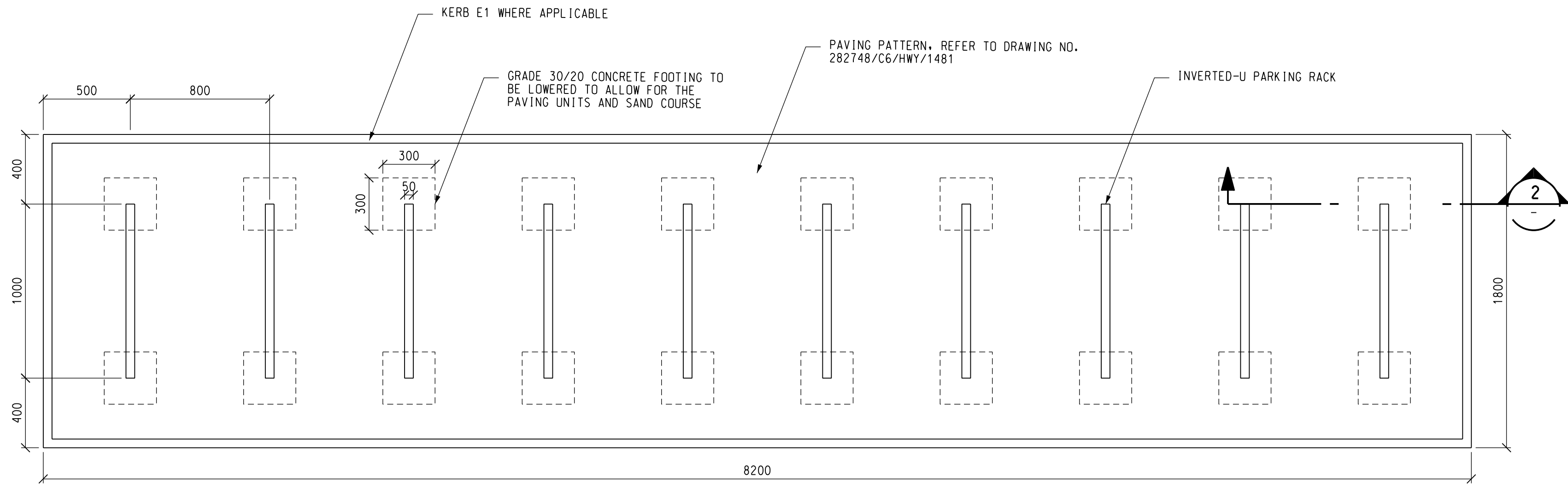
TYPICAL ARRANGEMENT OF TYPE 2 RAILINGS AT JUNCTION AND CROSSING DRAW PIT UNDERNEATH
N.T.S.



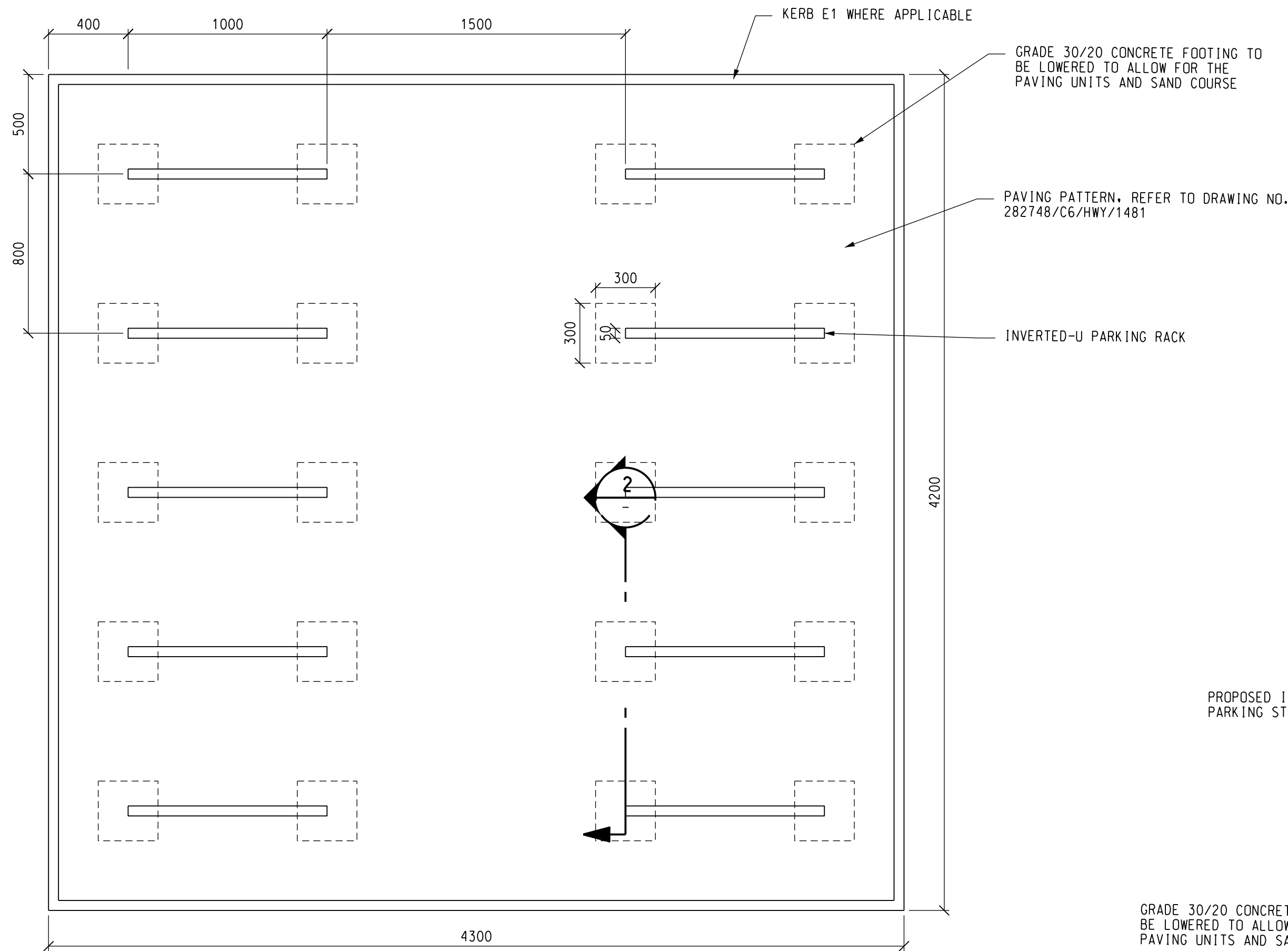
SECTION 1
SCALE 1:20



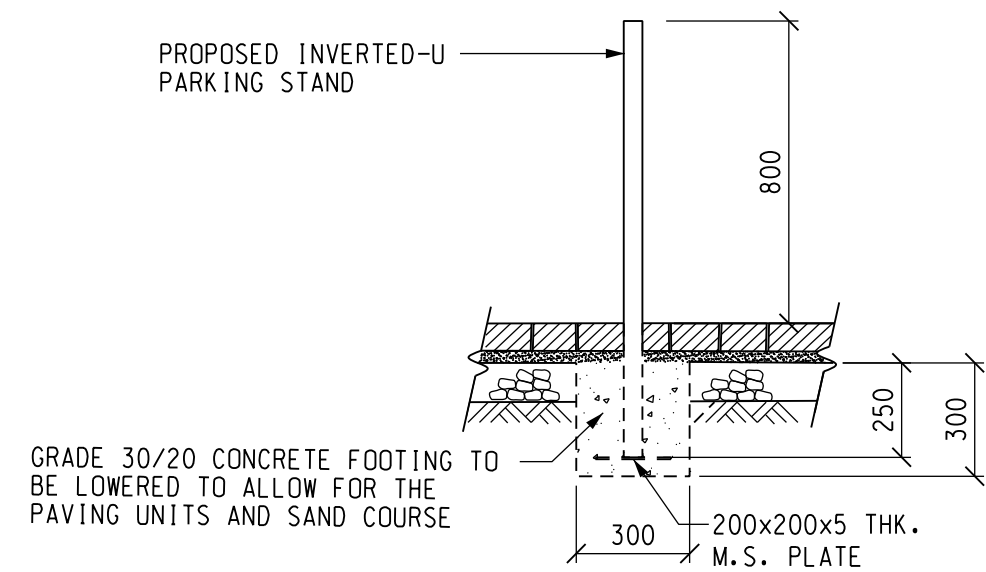
FOUNDATION DETAILS OF TYPE 2 RAILING AT JUNCTION AND CROSSING
N.T.S.



TYPICAL ARRANGEMENT OF INVERTED-U CYCLE PARKING (TYPE A)
N.T.S.



TYPICAL ARRANGEMENT OF INVERTED-U CYCLE PARKING (TYPE B)
N.T.S.



SECTION 2
SCALE N.T.S.

NOTES

1. FOR NOTES, REFER TO DRAWING NO. 282748/C6/HWY/1401.

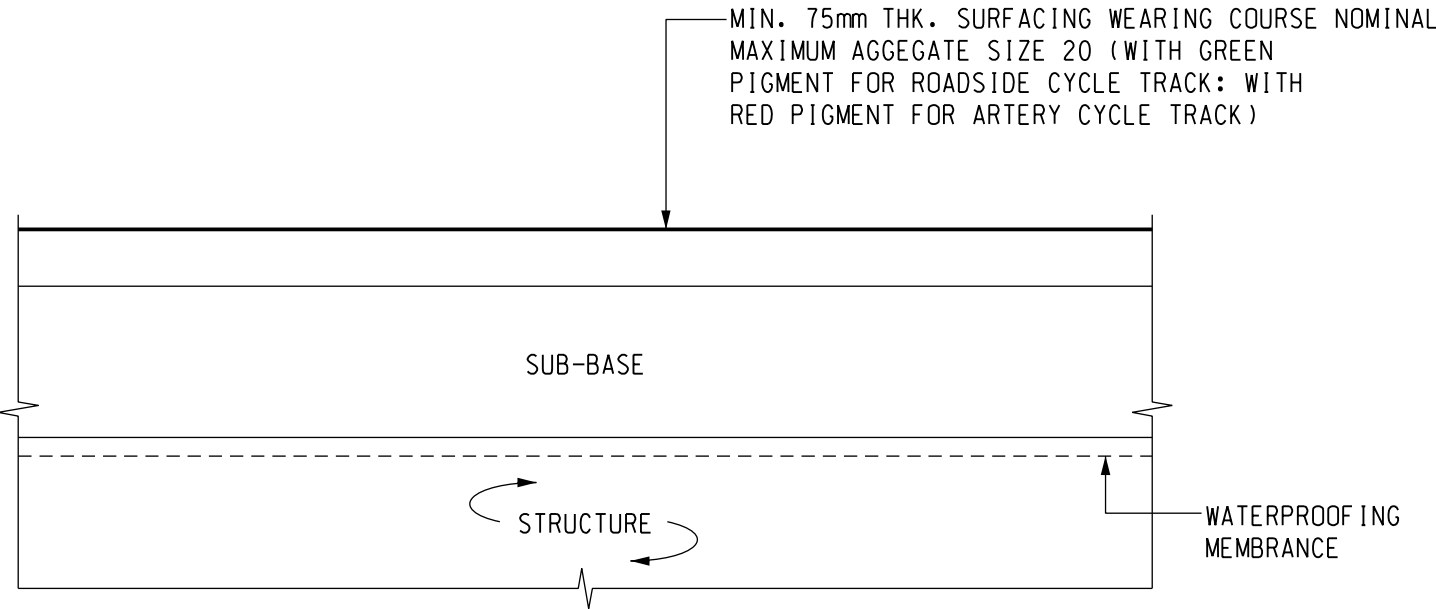
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ROADWORKS DETAILS			
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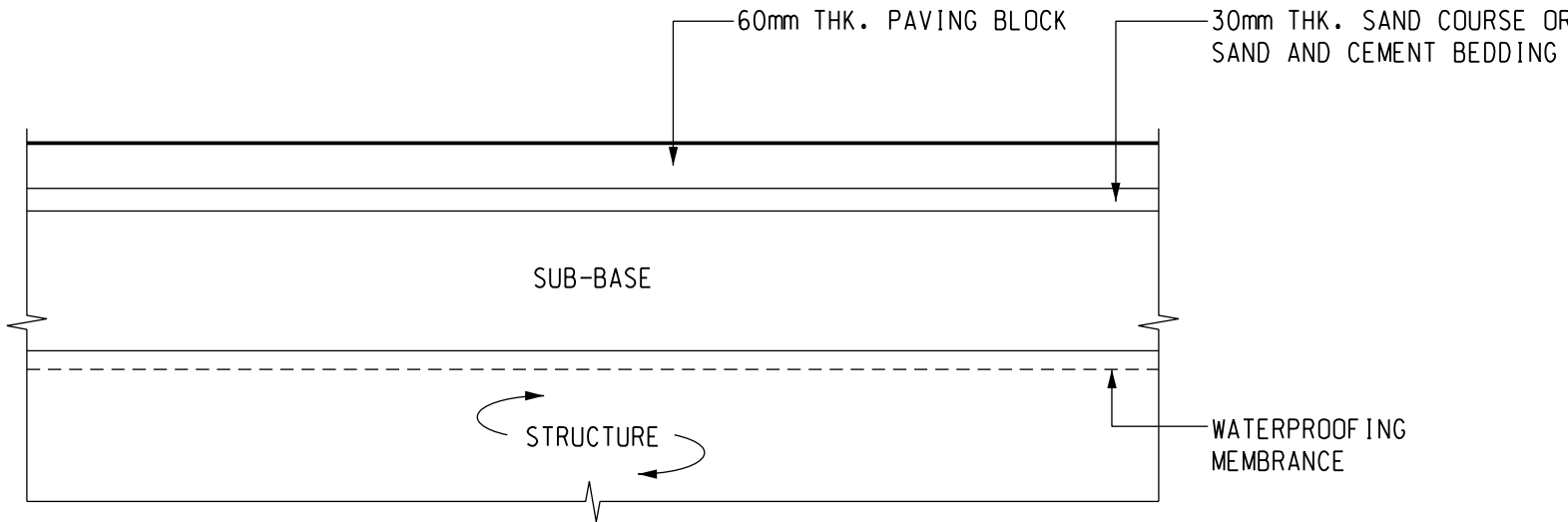


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CYCLE TRACK PAVEMENT ON STRUCTURE
N.T.S.



FOOTPATH PAVEMENT ON STRUCTURE
N.T.S.

NOTES

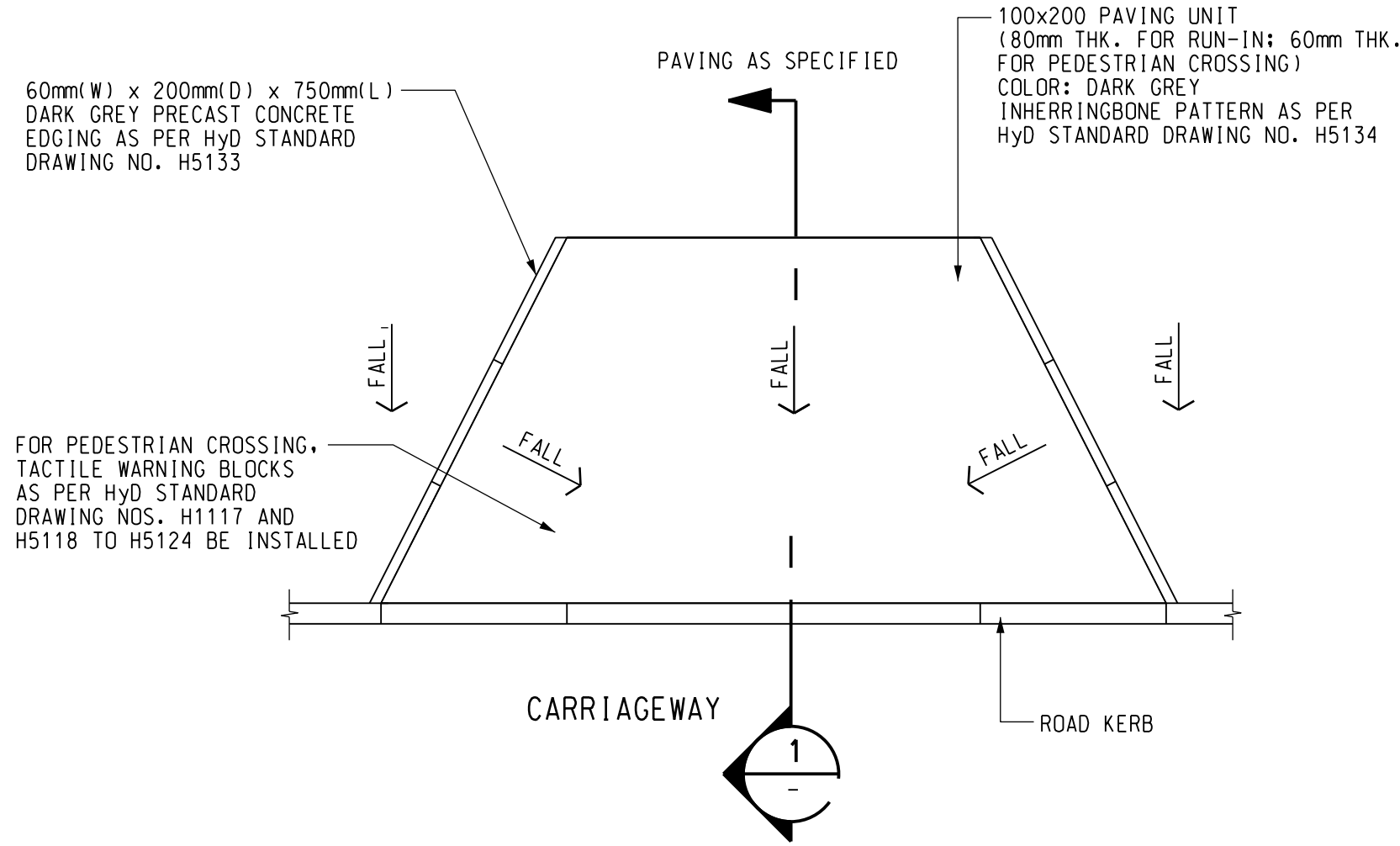
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ROADWORKS DETAILS			
(SHEET 4)			
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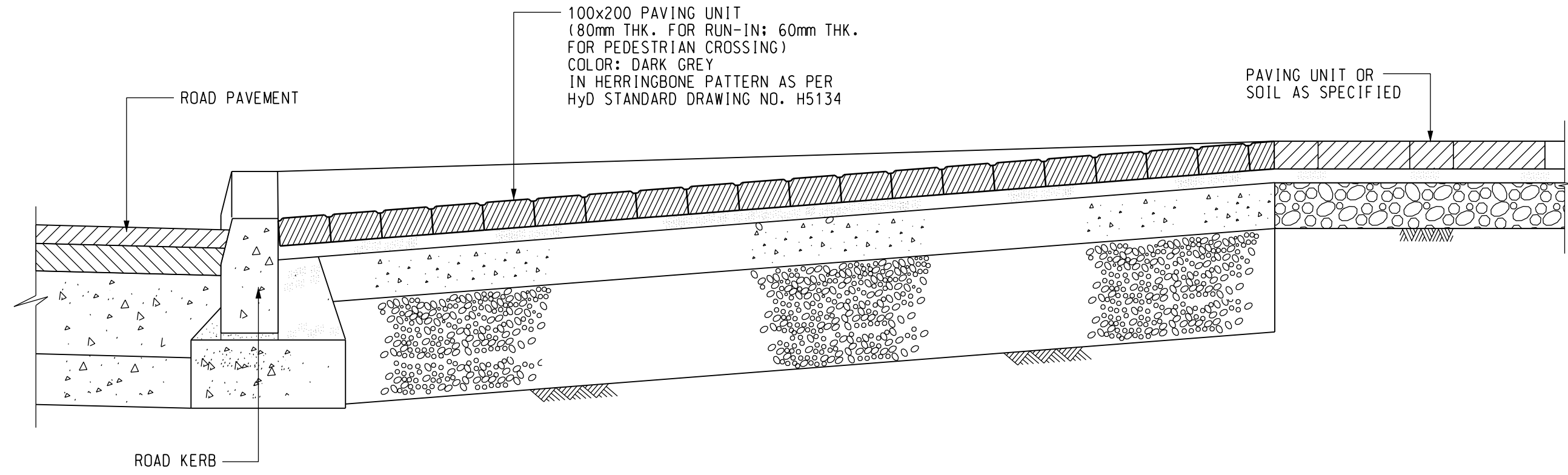
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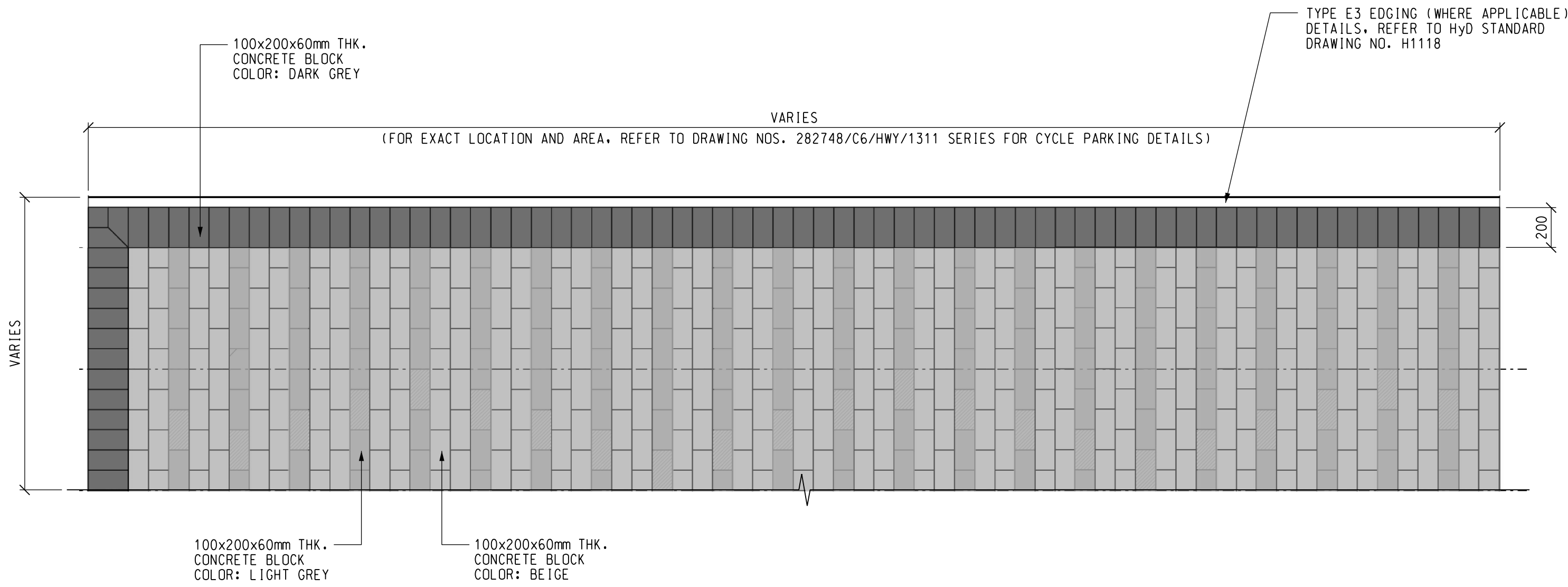
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**TYPICAL RUN-IN / PEDESTRIAN
CROSSING DETAIL PLAN**
N.T.S.



SECTION 1
SCALE N.T.S.



DETAIL A
SCALE N.T.S.

PROPOSED PAVING PATTERN

ALL FLOOR FINISHES SHALL HAVE A SLIP RESISTENCE OF NOT LESS THAN 65 TRL PENDULUM VALVE UNDER WET CONDITION AND/OR COMPLY WITH THE GUIDELINES ON UNIVERSAL ACCESSIBILITY-BEST PRACTICES AND GUIDELINES' (ASD).

NOTES

- FOR PAVING PATTERN LAYOUT PLANS, REFER TO DRAWING NOS. 282748/C6/HWY/1311/ SERIES.
- THE EXTENT / DISTRIBUTION OF PAVING SHALL BE CONFIRMED ON SITE WITH THE SUPERVISOR.
- ALL PAVING UNITS SHALL BE PRECAST CONCRETE PAVING UNITS TYPE "B" AS SPECIFIED IN HYD STANDARD DRAWINGS, G.S. AND P.S.
- ALL PAVING UNITS SHALL BE GRADE A UNITS AND COMPLY WITH G.S. CLAUSE 11.66 ADDITIONAL REQUIREMENTS FOR GRADE A UNITS.
- ALL CUTTING AND TRIMMING OF PAVING UNITS SHALL COMPLY WITH HYD GN/044C GUIDANCE NOTES ON DESIGN AND CONSTRUCTION OF PAVEMENTS WITH PAVING UNITS.
- PAVING UNITS-JOINT STABILIZING SEALER SHALL COMPLY WITH HYD STANDRAD DRAWING NO. H5127.
- FOR PAVING UNITS CONTAINING RECYCLED GLASS CULLET OF 20% TO 25% BY WEIGHT OF THE TOTAL AGGREGATES, EACH UNIT SHALL BEAR AN ADDITIONAL SPACER NIB AS IN IDENTIFICATION MARK ON ONE OF THE VERTICAL SURFACES OF THE UNIT AS SHOWN IN THE MANUFACTURER'S CATALOGUE.
- COPING STONE END PIECE SHALL BE NEATLY CUT USING A PAVER SCOUR OR MECHANICAL OR HYDRAULIC GUILLOTINE AND FITTED SUBSEQUENTLY. CUT PIECE OF COPING STONES WHICH ARE SMALLER IN SIZE THAN 300mm OF A FULL BLOCK SHALL NOT BE USED, WHILE COPING SIZE LONGER THAN 900mm IS ACCEPTABLE TO AVOID THE SITUATION.
- ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE SPECIFIED.
- ALL FLOOR FINISHES SHALL HAVE A SLOP RESISTANCE OF NOT LESS THAN 65 TRL PENDULUM VALUE UNDER WET CONDITION AND/OR COMPLY WITH THE GUIDELINES ON UNIVERSAL ACCESSIBILITY-BEST PRACTICES AND GUIDELINES' (ASD).
- THE CONTRACTOR SHALL SUBMIT THE FOLLOWING ITEMS FOR THE PROJECT MANAGER'S APPROVAL:-
 - MANUFACTURER'S CONCRETE PAVING BLOCK (GRADE A)'S CATALOGUE SHEETS, BROCHURES, DIAGRAMS, SCHEDULES, ILLUSTRATIONS, AND OTHER STANDARD DESCRIPTIVE DATA.
 - CERTIFICATES SUPPORTING THE MATERIAL AND PERFORMANCES OF THE CONCRETE PAVER BLOCK (GRADE A) IN FULL COMPLIANCE WITH THE HYD STANDARD DRAWING NO. H5102, AND CEDD G.S. CLAUSE 11.69 - PARTICULARS OF PAVING UNITS - ADDITIONAL REQUIREMENTS FOR GRADE A UNITS.
 - SAMPLES FOR VERIFICATION PURPOSES ON FULL-SIZE UNITS OF EACH TYPE OF UNIT CONCRETE PAVING BLOCK (GRADE A) INDICATED, IN SETS FOR EACH COLOUR, TEXTURE AND PATTERN SPECIFIED, SHOWING FULL RANGE OF VARIATIONS OF COLOUR TO BE EXPECTED IN THE COMPLETED WORKS TO THE SATISFACTION AND APPROVAL OF THE PROJECT MANAGER. THE CONTRACTOR SHALL SUBMIT SAMPLES OF CONCRETE PAVING BLOCK IN ACCORDANCE WITH THE CEDD G.S. CLAUSE 11.71-SAMPLES OF MATERIALS - ADDITIONAL REQUIREMENTS FOR GRADE A UNITS.
 - SHOP DRAWINGS: THE CONTRACTOR SHALL PREPARE CONCRETE PAVING BLOCK INSTALLATION DRAWINGS TO ILLUSTRATE EACH PORTION OF THE PAVING PATTERNS INCLUDING FABRICATION, LAYING PATTERNS, SETTING-OUT DETAILS. SHOP DRAWINGS INCLUDE SPECIALLY PREPARED TECHNICAL DATA FOR LAYING THE PAVING PATTERNS, INCLUDING DRAWINGS, DIAGRAMS, SCHEDULES OF PAVING WORKS, INSTALLATION PAVING PATTERNS ARRANGEMENT, PAVING PATTERN INTERFACE ARRANGEMENT, CALCULATIONS AND MEASUREMENTS.
 - THE CONTRACTOR SHALL CROSS REFERENCE OF THE PROPOSED SHOP DRAWINGS TO THE DESIGN PAVING PATTERNS IN DRAWING NOS. 282748/C6/HWY/1481 TO 1485, AND THE PAVING PLANS IN DRAWINGS NOS. 282748/C6/HWY/1311/ SERIES. THE PROPOSED PAVING PATTERN AS INDICATED IN DRAWING NOS. 282748/C6/HWY/1481 TO 1485 ARE INDICATIVE AND SHOWN THE PATTERN DESIGN INTENTION ONLY. THE CONTRACTOR SHALL VERIFY FIELD MEASUREMENTS AND FIELD CONSTRUCTION CRITERIA TO PREPARE THE SHOP DRAWINGS FOR THE LAYING PATTERN. THE CONTRACTOR SHALL CALCULATE AND ARRANGE THE OVERALL CONFIGURATION AND THE MAIN DIRECTION OF THE FOOTPATH SO AS TO MINIMIZE THE CUTTING OF CONCRETE PAVING BLOCKS AND ALLOW MAJOR CHANGES IN DIRECTION OF PAVING UNITS WITHOUT MAJOR VARIATIONS ON THE LAYING PATTERN.

00	TENDER ISSUE	SL	12/24
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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
**PAVING DETAILS
(SHEET 1)**

Drawing no. 282748/C6/HWY/1481		Rev. 00	
Drawn RY	Date 12/24	Checked EL	Approved KKC
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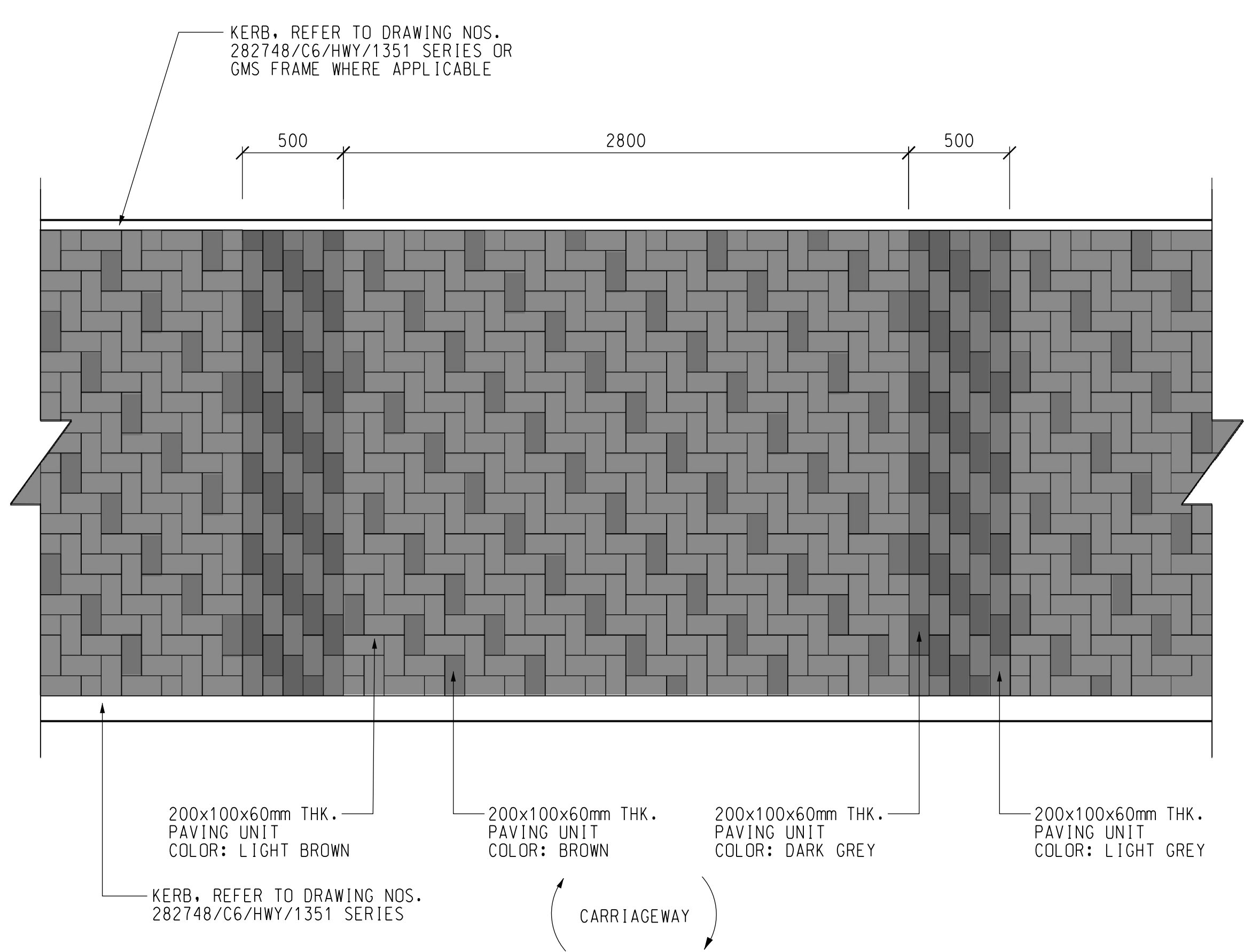


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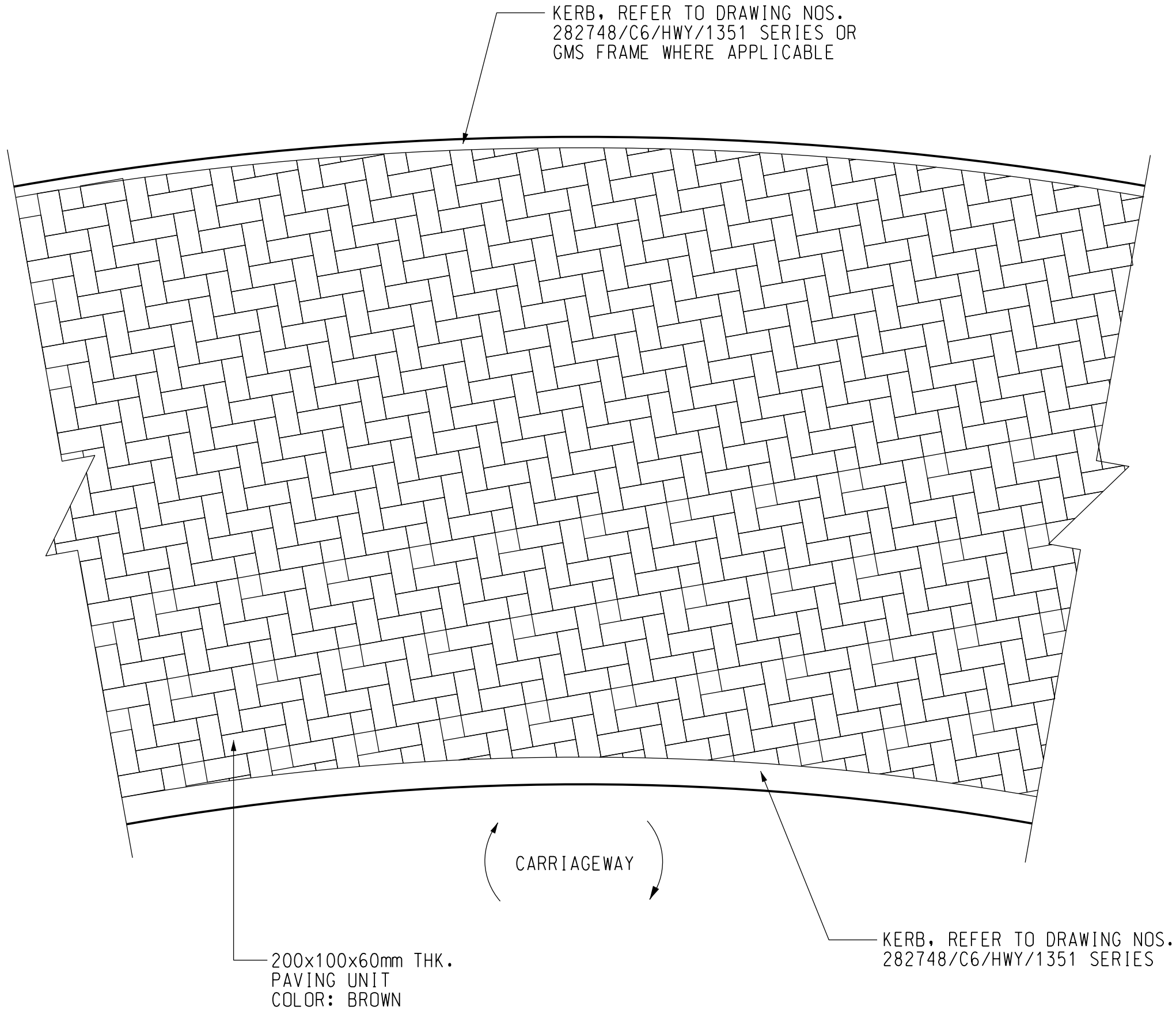
00	TENDER ISSUE	SL	12/24
Rev	Description	By	Date
Consultant			
ARUP			
Project Title			
Contract No. YL/2023/06 Hung Shui Kiu/Ha Tsuen New Development Area Second Phase Development - Contract 6 - Site Formation and Engineering Infrastructure Works			
Drawing title			
PAVING DETAILS (SHEET 2)			
Drawing no.			Rev.
282748/C6/HWY/1482			00
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PAVING PATTERN (TYPE 3) ALONG STRAIGHT SECTION

SCALE N.T.S.



PAVING PATTERN (TYPE 3) ALONG CURVE SECTION

SCALE N.T.S.

NOTES

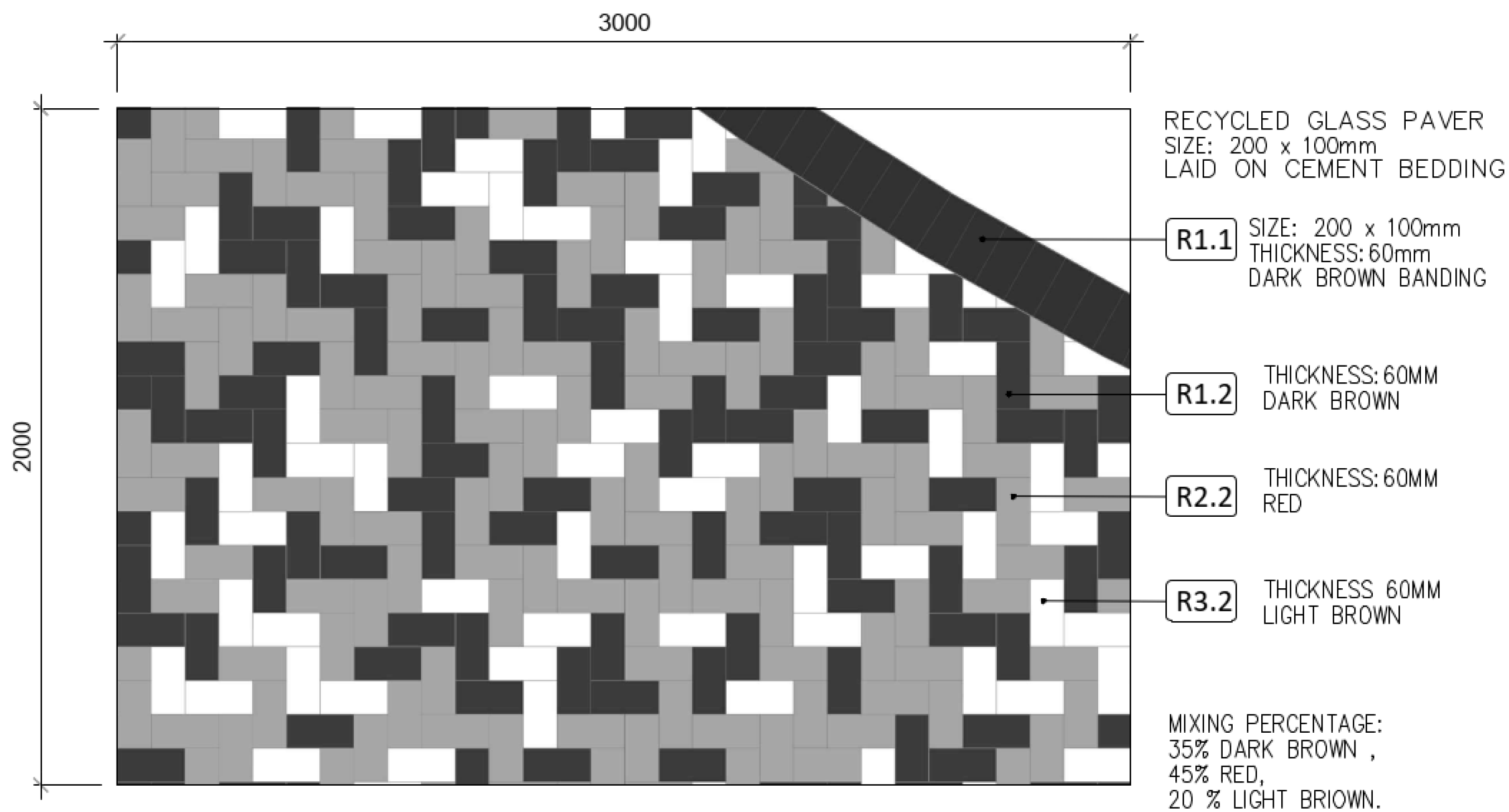
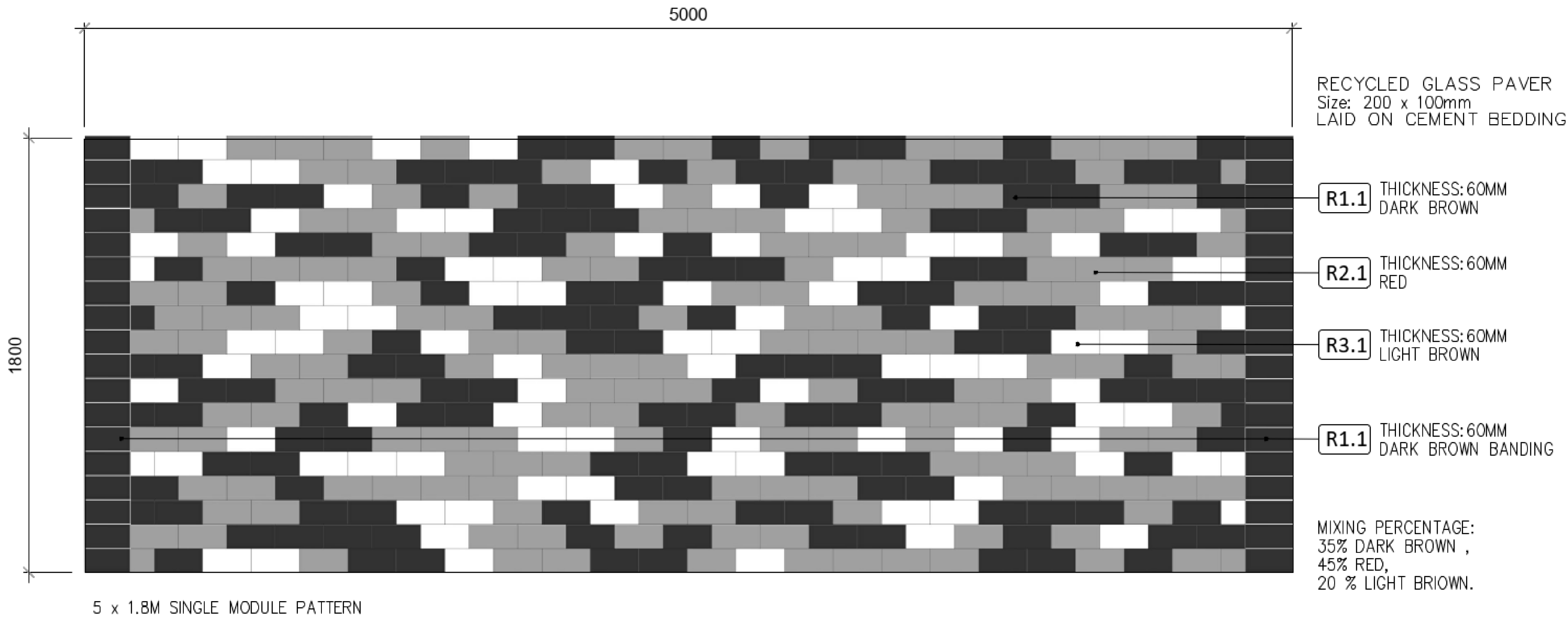
1. FOR NOTES AND LEGEND, REFER TO DRAWING NO. 282748/C6/HWY/1301 AND 1481.

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New Development Area			
Second Phase Development - Contract 6 -			
Site Formation and Engineering			
Infrastructure Works			
Drawing title			
PAVING DETAILS			
(SHEET 3)			
Drawing no.			Rev.
282748/C6/HWY/1483			00
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PAVING PATTERN (TYPE 7)
N.T.S.

NOTES

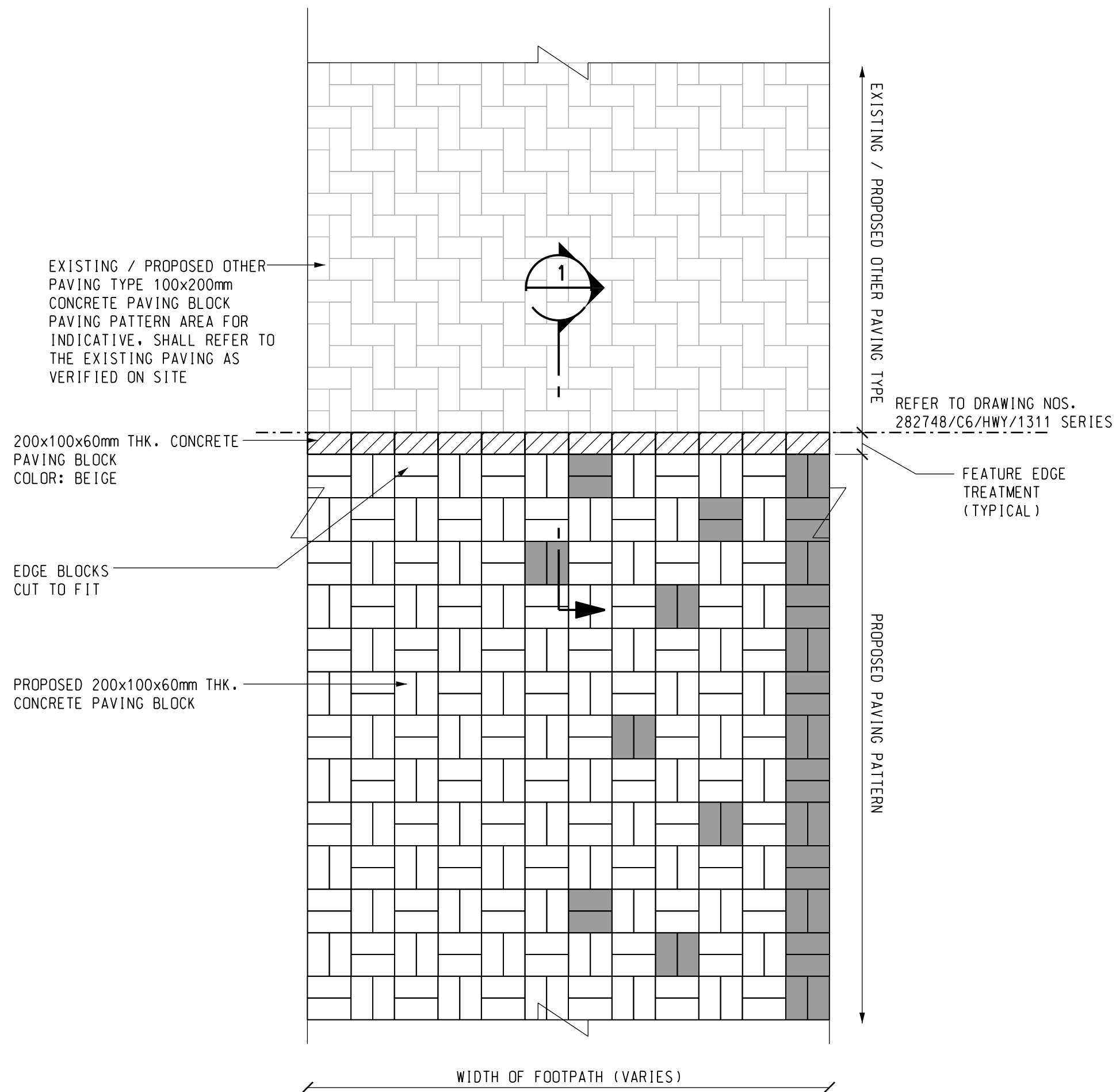
1. FOR NOTES AND LEGEND, REFER TO DRAWING
NO. 282748/C6/HWY/1301 AND 1481.

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Consultant			
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Project Title			
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New Development Area			
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Site Formation and Engineering			
Infrastructure Works			
Drawing title			
PAVING DETAILS			
(SHEET 4)			
Drawing no.			Rev.
282748/C6/HWY/1484			00
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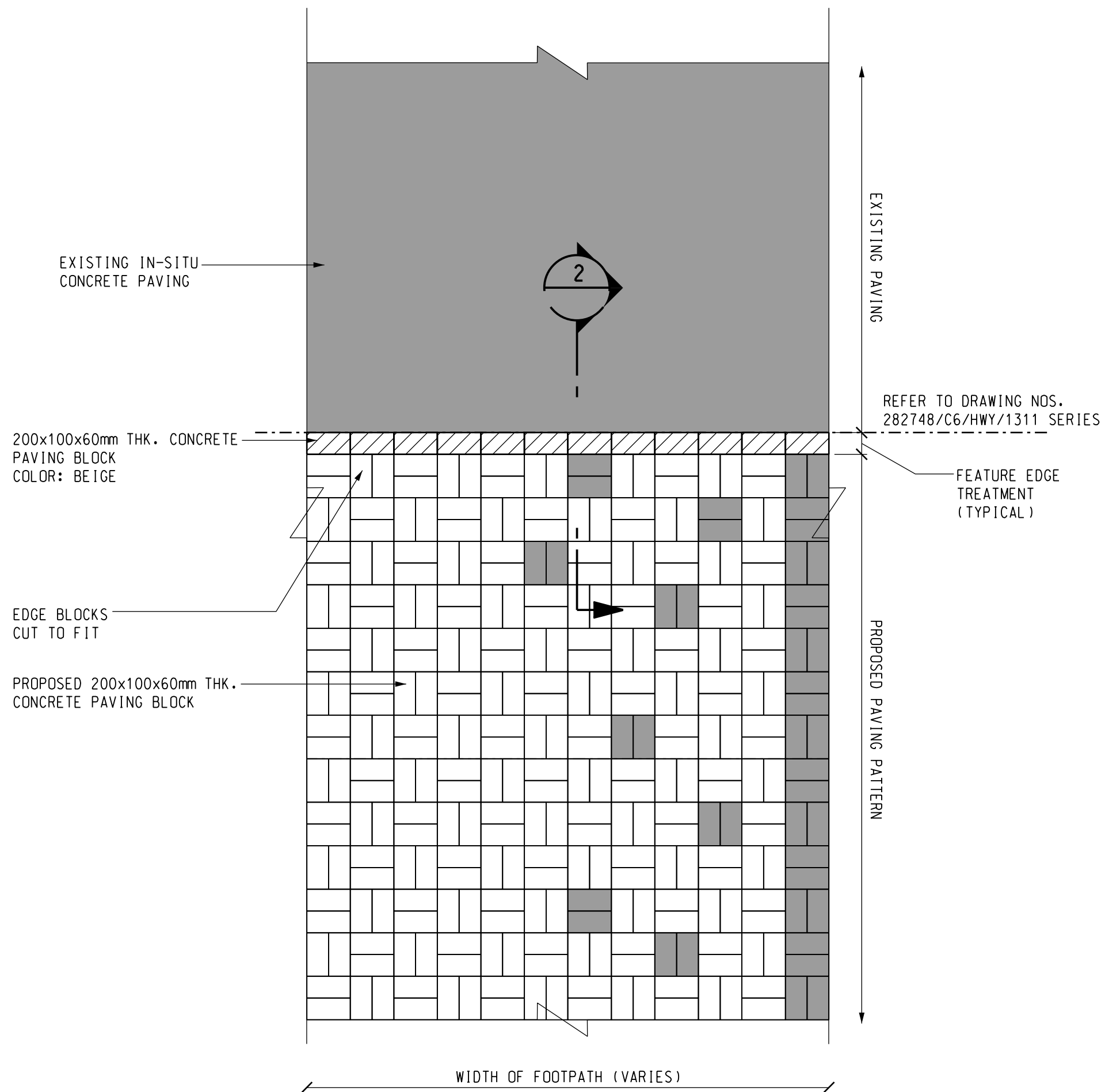


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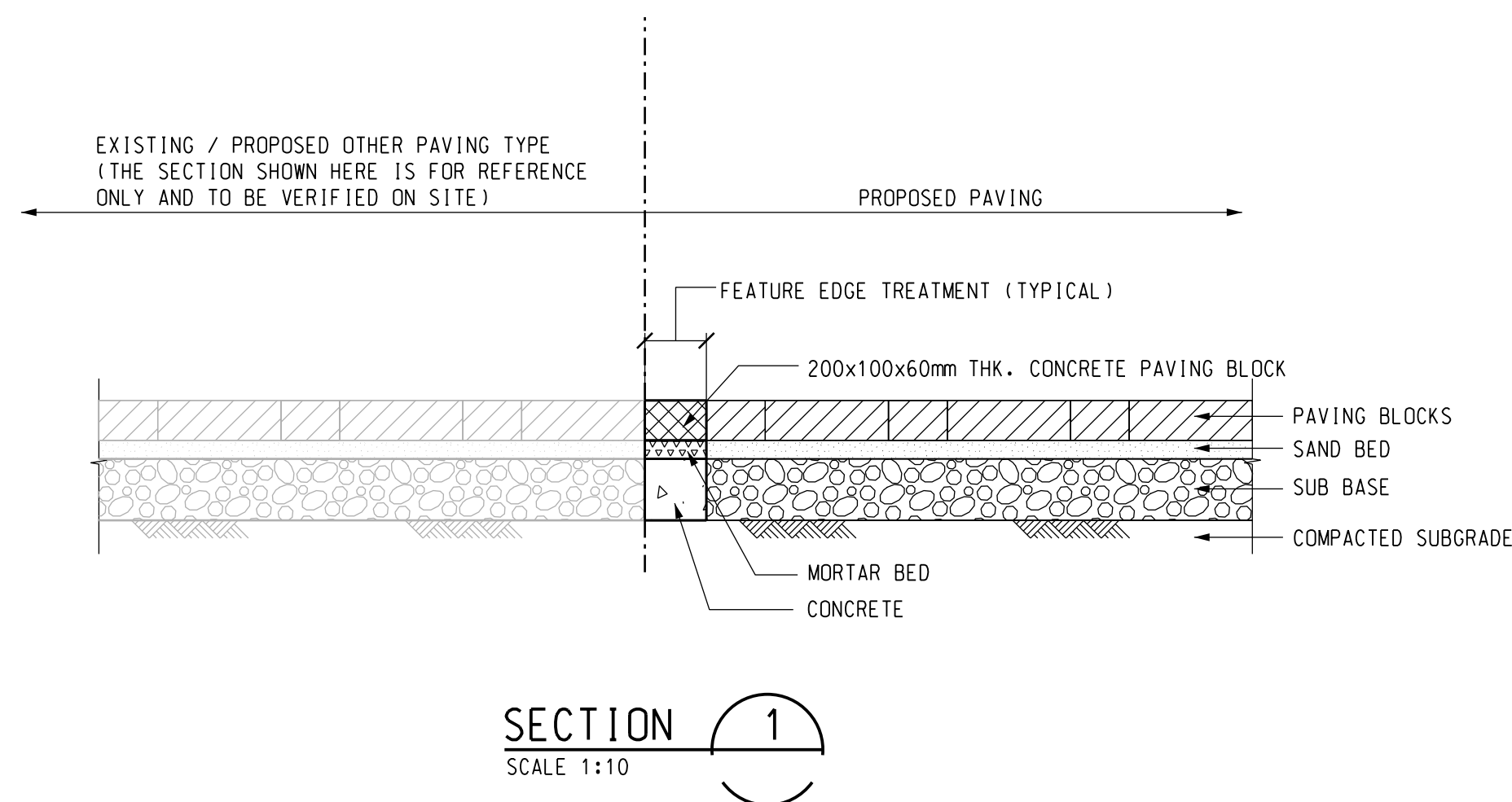
PAVING INTERFACE DETAILS

DETAIL A
SCALE 1:20

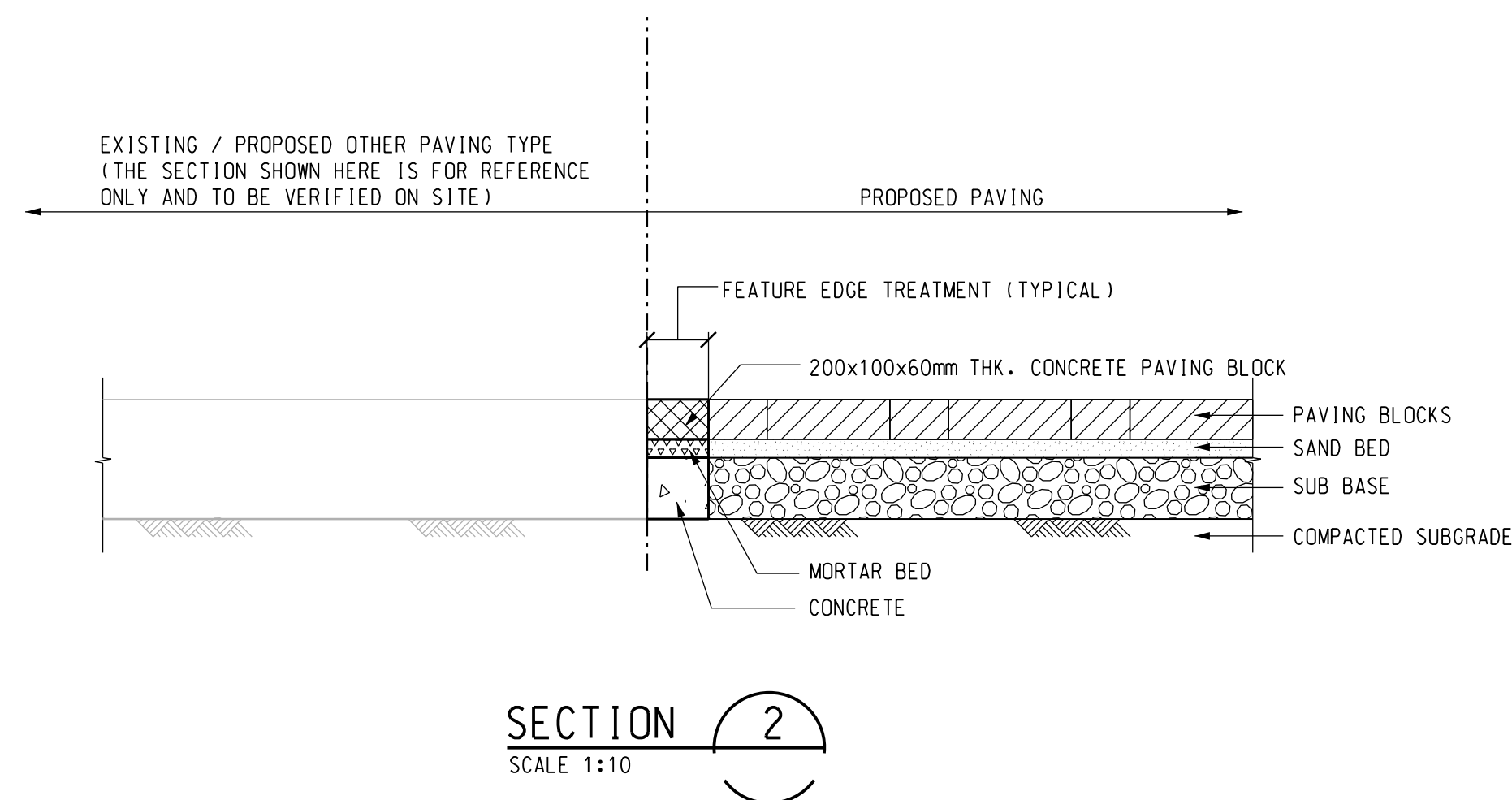


PAVING INTERFACE DETAILS

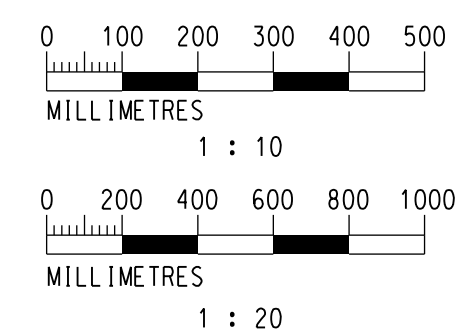
DETAIL B
SCALE 1:20



TYPICAL EDGE TREATMENT FOR PAVING INTERFACE
WITH EXISTING 200x100 CONCRETE PAVING - SECTION



TYPICAL EDGE TREATMENT FOR PAVING INTERFACE
WITH EXISTING 200x100 CONCRETE PAVING - SECTION

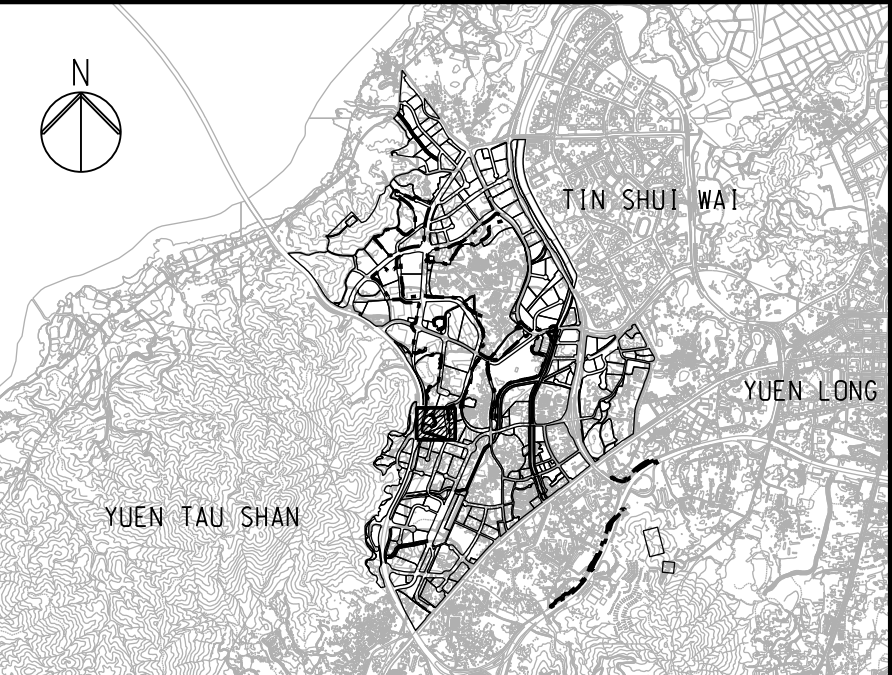
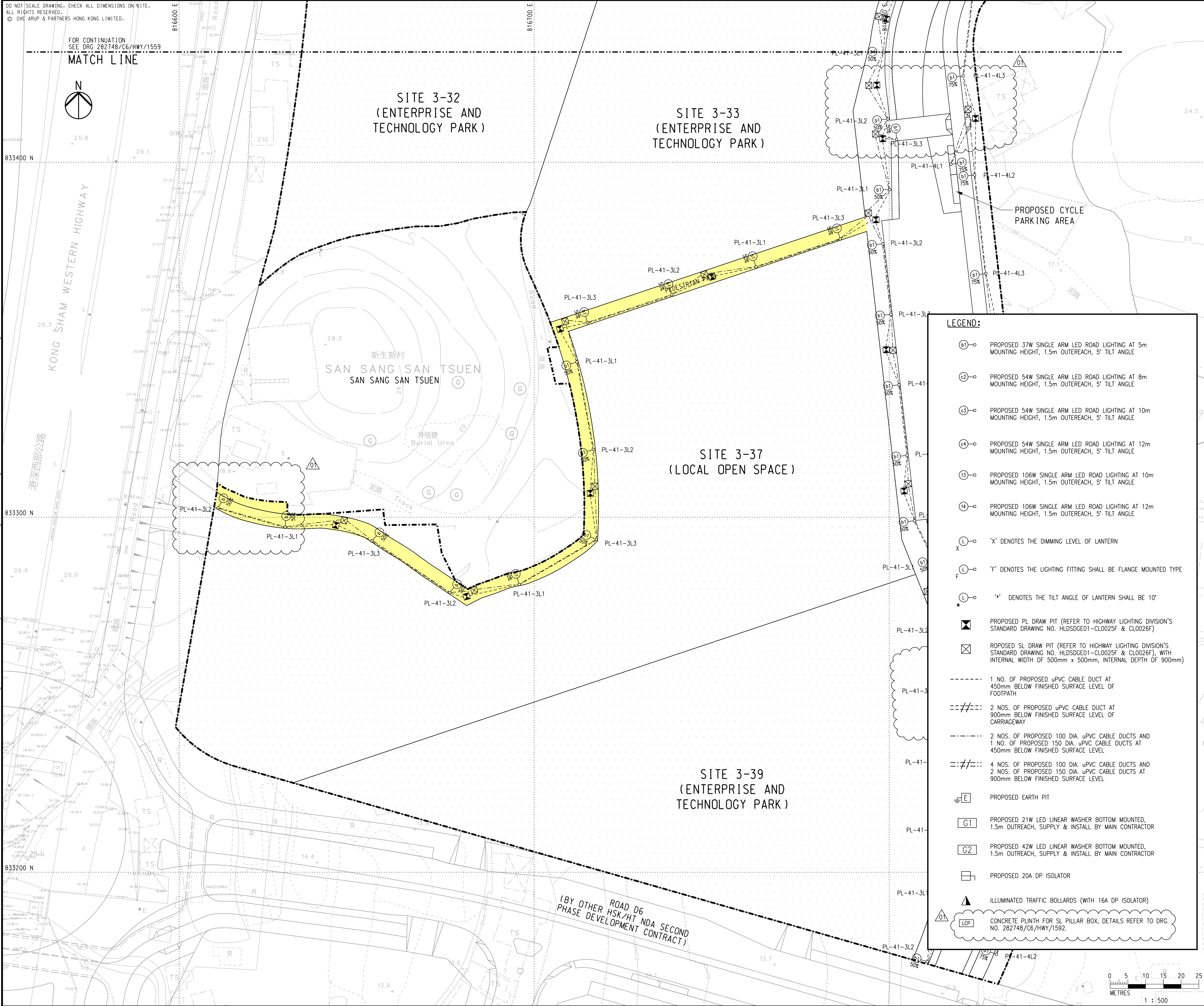


NOTES

1. FOR NOTES AND LEGEND, REFER TO DRAWING NO. 282748/C6/HWY/1301 AND 1481.
2. FOR PROPOSED PAVING AT FOOTPATH PATTERN, REFER TO DRAWING NOS. 282748/C6/HWY/1311 SERIES.
3. FOR PAVING PATTERN ARRANGEMENT, REFER TO DRAWING NOS. 282748/C6/HWY/1481 TO 1485.

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Drawing title			
PAVING DETAILS			
(SHEET 5)			
Drawing no.			Rev.
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Date : 1/20/2025



KEY PLAN

NOTES

- DRAWINGS SHALL BE READ IN CONJUNCTION WITH SPECIFICATION.
- FOR LEGEND, NOTES AND ABBREVIATION, REFER TO DRAWING NO. 282748/C6/HWY/1550.

LEGEND:

- PROPOSED 37W SINGLE ARM LED ROAD LIGHTING AT 5m MOUNTING HEIGHT, 1.5m OUTREACH, 5° TILT ANGLE
- PROPOSED 54W SINGLE ARM LED ROAD LIGHTING AT 8m MOUNTING HEIGHT, 1.5m OUTREACH, 5° TILT ANGLE
- PROPOSED 54W SINGLE ARM LED ROAD LIGHTING AT 10m MOUNTING HEIGHT, 1.5m OUTREACH, 5° TILT ANGLE
- PROPOSED 54W SINGLE ARM LED ROAD LIGHTING AT 12m MOUNTING HEIGHT, 1.5m OUTREACH, 5° TILT ANGLE
- PROPOSED 106W SINGLE ARM LED ROAD LIGHTING AT 10m MOUNTING HEIGHT, 1.5m OUTREACH, 5° TILT ANGLE
- PROPOSED 106W SINGLE ARM LED ROAD LIGHTING AT 12m MOUNTING HEIGHT, 1.5m OUTREACH, 5° TILT ANGLE
- 'X' DENOTES THE DIMMING LEVEL OF LANTERN
- 'F' DENOTES THE LIGHTING FITTING SHALL BE FLANGE MOUNTED TYPE
- '*' DENOTES THE TILT ANGLE OF LANTERN SHALL BE 10°
- PROPOSED PL DRAW PIT (REFER TO HIGHWAY LIGHTING DIVISION'S STANDARD DRAWING NO. HLDSGEO1-CL0025F & CL0026F)
- PROPOSED SL DRAW PIT (REFER TO HIGHWAY LIGHTING DIVISION'S STANDARD DRAWING NO. HLDSGEO1-CL0025F & CL0026F), WITH INTERNAL WIDTH OF 500mm x 500mm, INTERNAL DEPTH OF 900mm)

- 1 NO. OF PROPOSED uPVC CABLE DUCT AT 450mm BELOW FINISHED SURFACE LEVEL OF FOOTPATH
- 2 NOS. OF PROPOSED uPVC CABLE DUCT AT 900mm BELOW FINISHED SURFACE LEVEL OF CARRIAGEWAY
- 2 NOS. OF PROPOSED 100 DIA. uPVC CABLE DUCTS AND 1 NO. OF PROPOSED 150 DIA. uPVC CABLE DUCTS AT 450mm BELOW FINISHED SURFACE LEVEL
- 4 NOS. OF PROPOSED 100 DIA. uPVC CABLE DUCTS AND 2 NOS. OF PROPOSED 150 DIA. uPVC CABLE DUCTS AT 900mm BELOW FINISHED SURFACE LEVEL
- PROPOSED EARTH PIT
- PROPOSED 21W LED LINEAR WASHER BOTTOM MOUNTED, 1.5m OUTREACH, SUPPLY & INSTALL BY MAIN CONTRACTOR
- PROPOSED 42W LED LINEAR WASHER BOTTOM MOUNTED, 1.5m OUTREACH, SUPPLY & INSTALL BY MAIN CONTRACTOR
- PROPOSED 20A DP ISOLATOR
- ILLUMINATED TRAFFIC BOLLARDS (WITH 16A DP ISOLATOR)
- CONCRETE PLINTH FOR SL PILLAR BOX, DETAILS REFER TO DRG. NO. 282748/C6/HWY/1592.

01	TENDER ADDENDUM NO. 2	KMHW	01/25
00	TENDER ISSUE	KMHW	12/24
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Hung Shui Kiu/Ha Tsuen			
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Second Phase Development - Contract 6 -			
Site Formation and Engineering			
Infrastructure Works			
Drawing title			
ROAD LIGHTING LAYOUT PLAN			
(SHEET 10)			
Drawing no.			Rev.
282748/C6/HWY/1560			01
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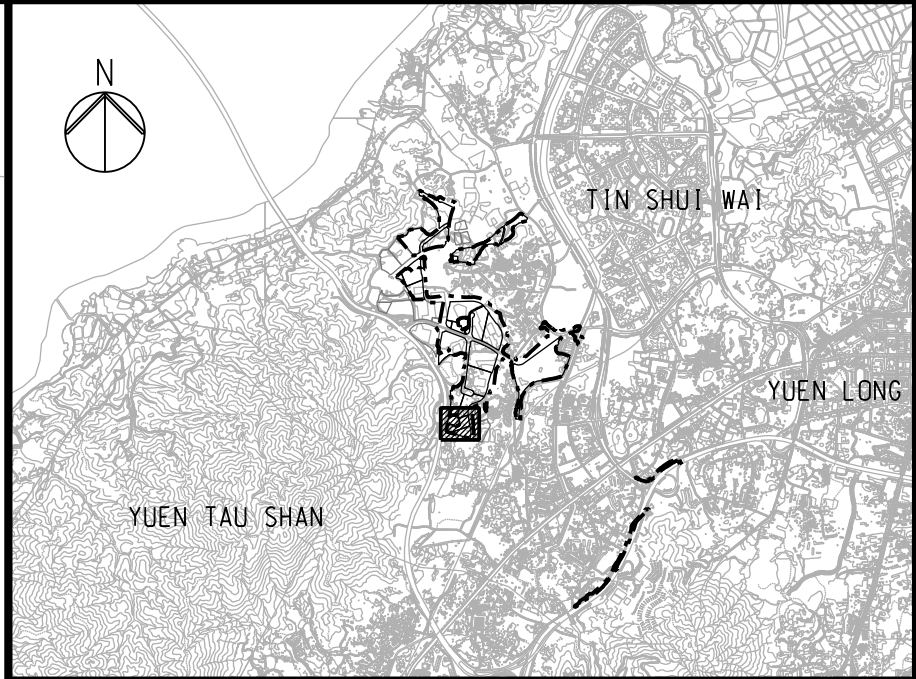
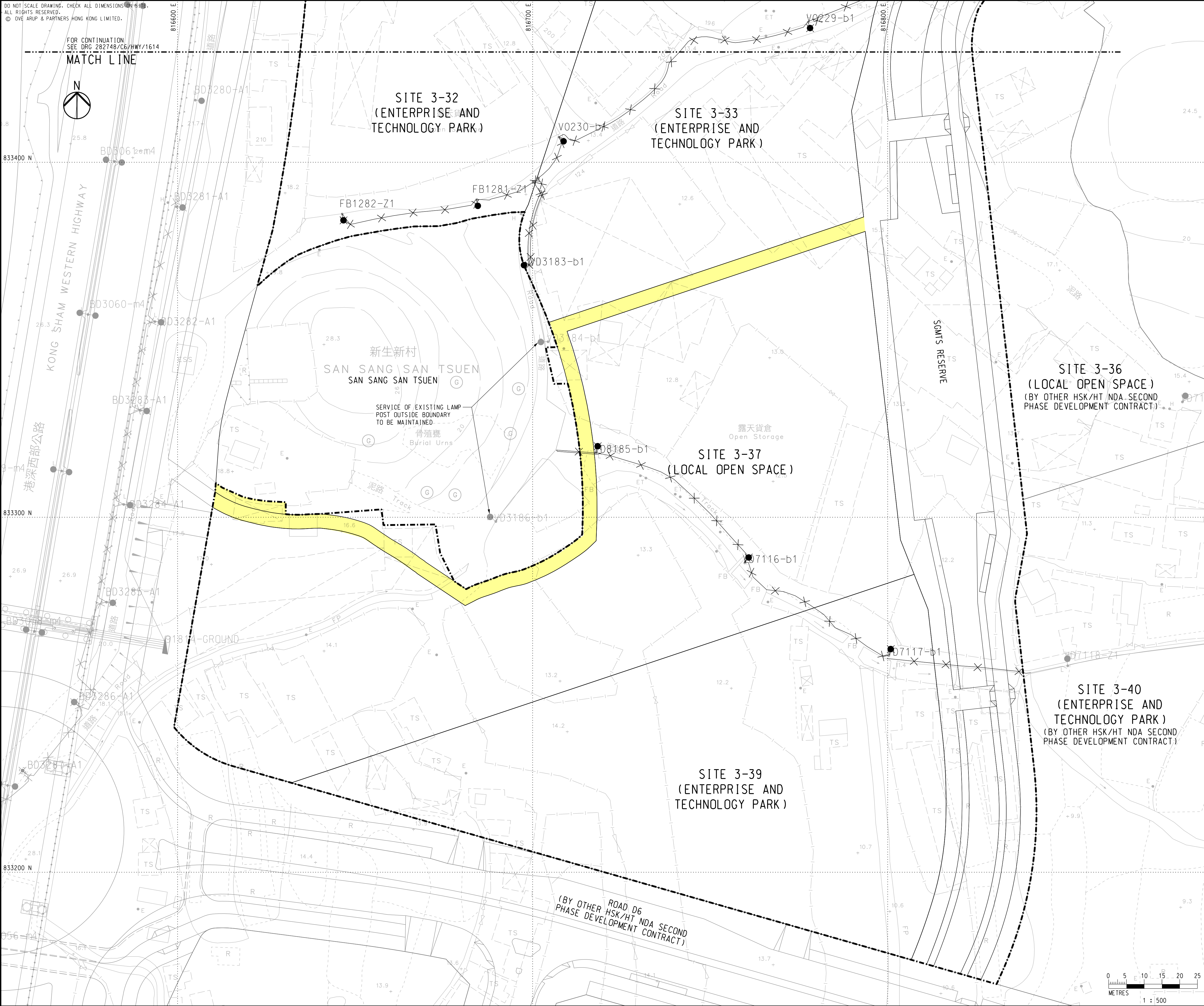


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FOR CONTINUATION
SEE DRG 282748/C6/HWY/1614

MATCH LINE



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

00	TENDER ISSUE	PY	12/24
Rev	Description	By	Date

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)

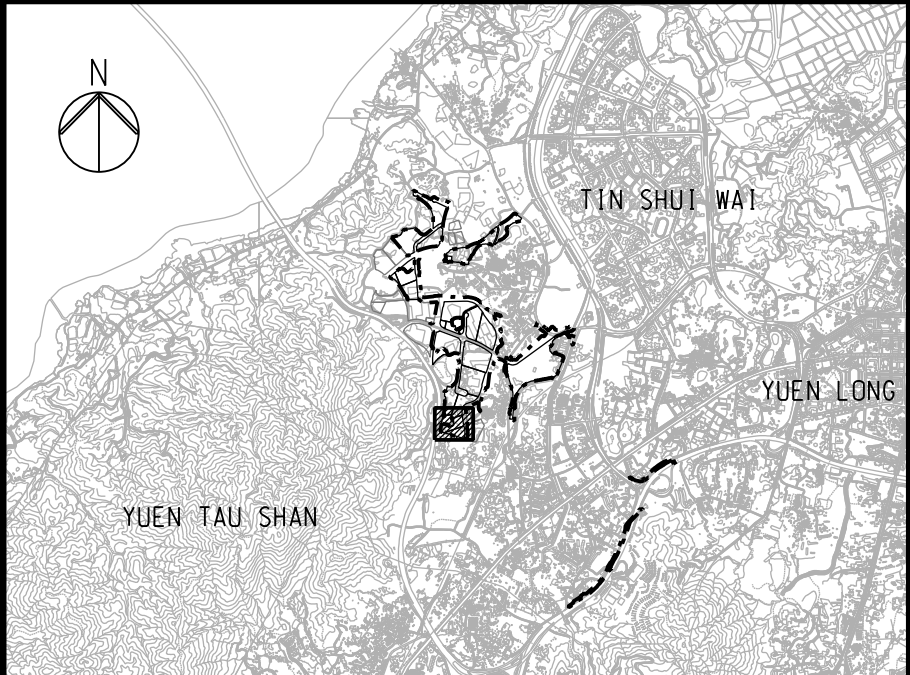
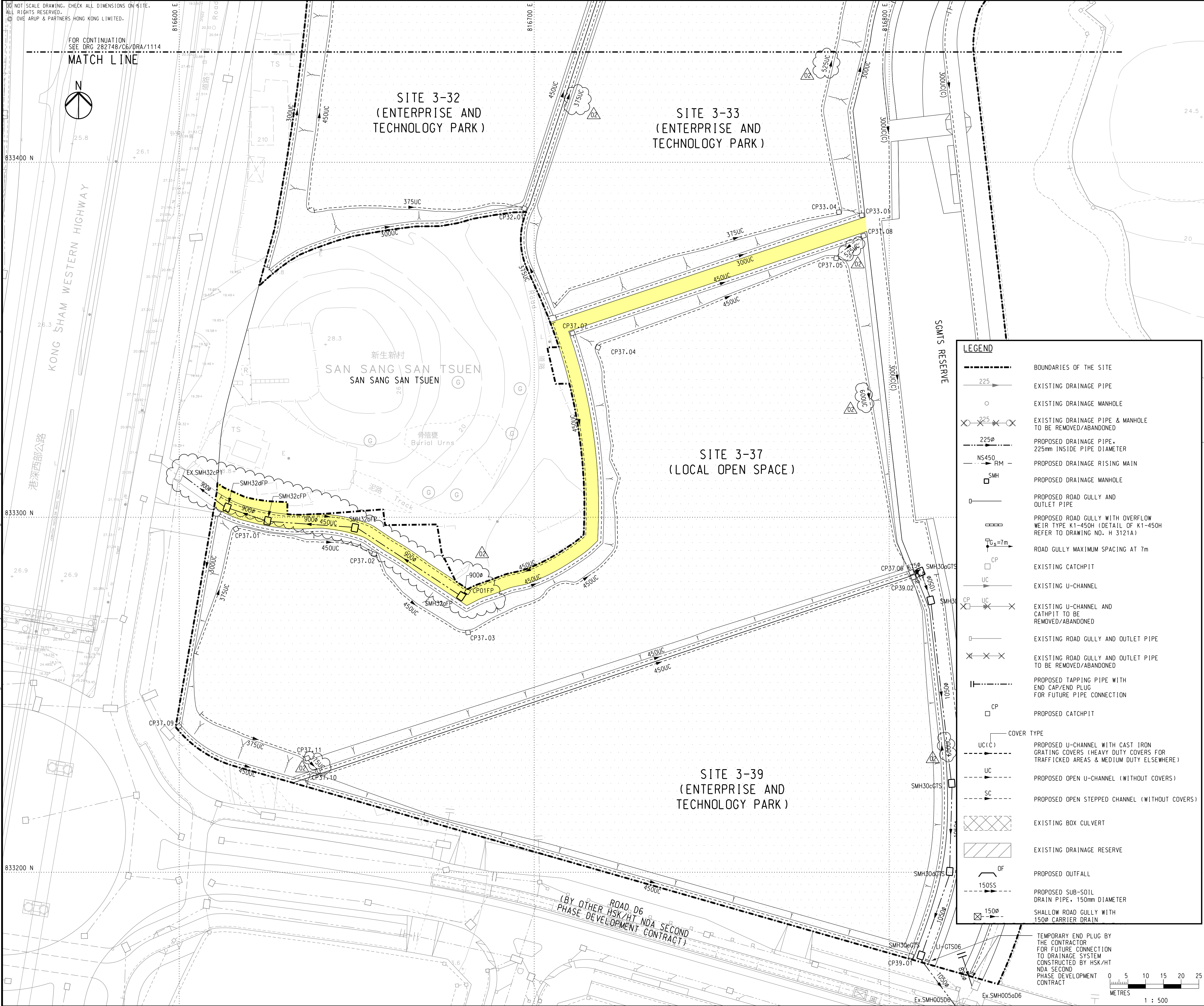
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KEY PLAN

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

LEGEND

---	BOUNDARIES OF THE SITE
225	EXISTING DRAINAGE PIPE
○	EXISTING DRAINAGE MANHOLE
✕ 225 ✕	EXISTING DRAINAGE PIPE & MANHOLE TO BE REMOVED/ABANDONED
225φ	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
✕ UC ✕	EXISTING U-CHANNEL AND CATCHPIT 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
150φ	SHALLOW ROAD GULLY WITH 150φ CARRIER DRAIN
—	TEMPORARY END PLUG BY THE CONTRACTOR FOR FUTURE CONNECTION TO DRAINAGE SYSTEM CONSTRUCTED BY HSK/HT NDA SECOND PHASE DEVELOPMENT CONTRACT

02	TENDER ADDENDUM NO. 3	KK	02/25
01	TENDER ADDENDUM NO. 2	KK	01/25
00	TENDER ISSUE	KK	12/24
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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.
282748/C6/DRA/1115

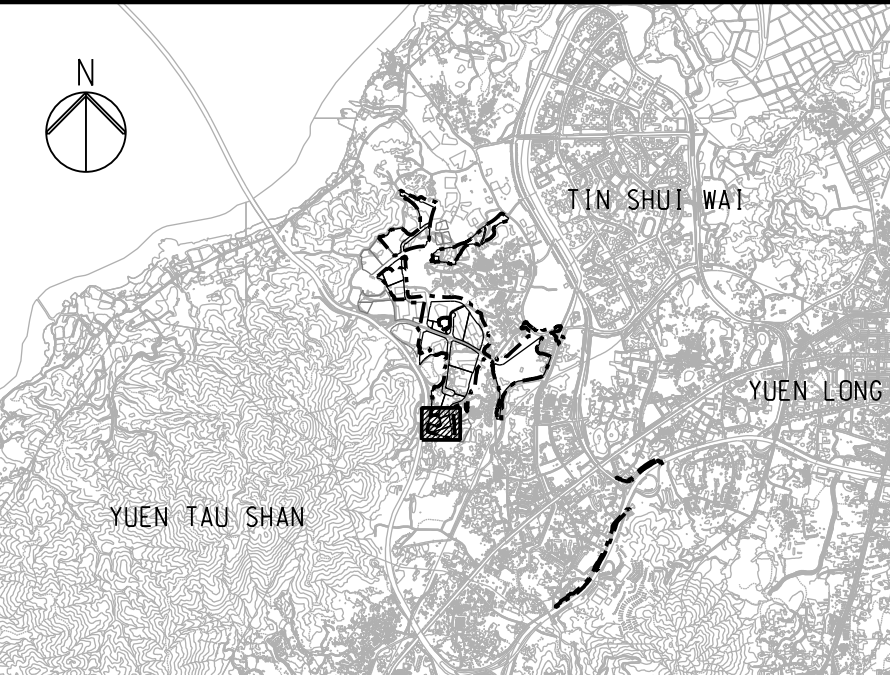
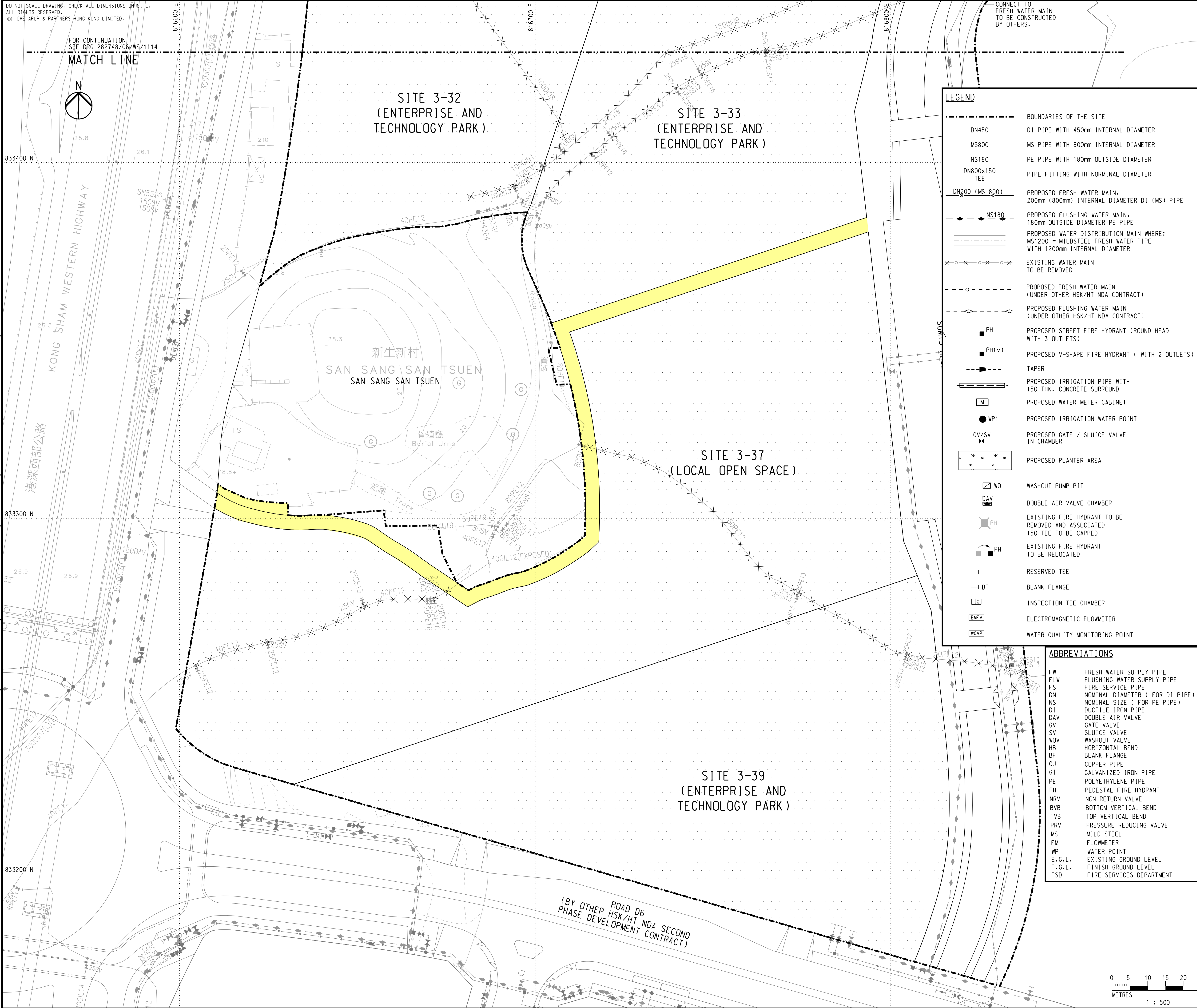
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KEY PLAN

NOTES

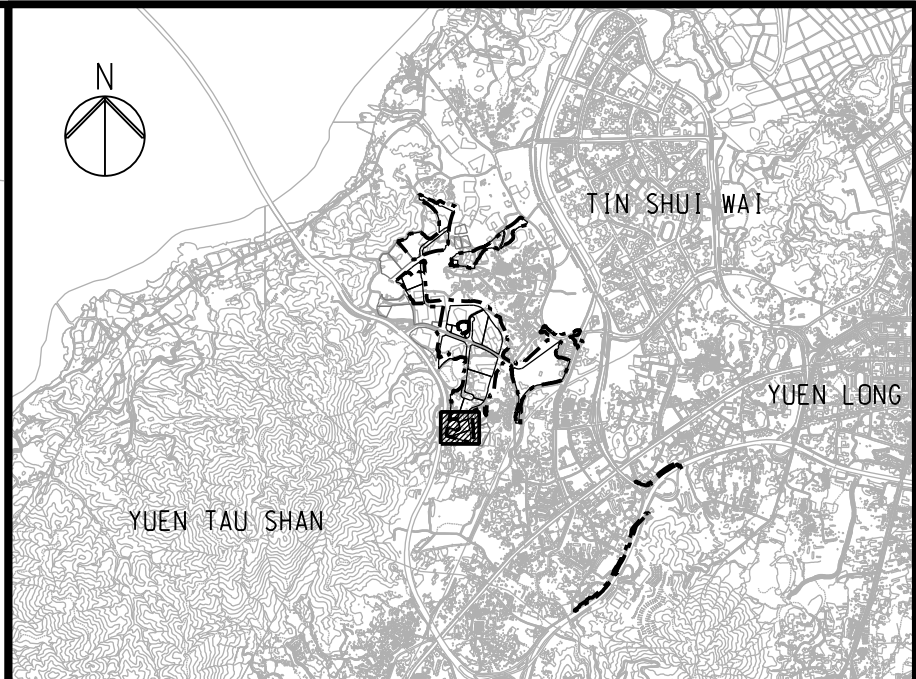
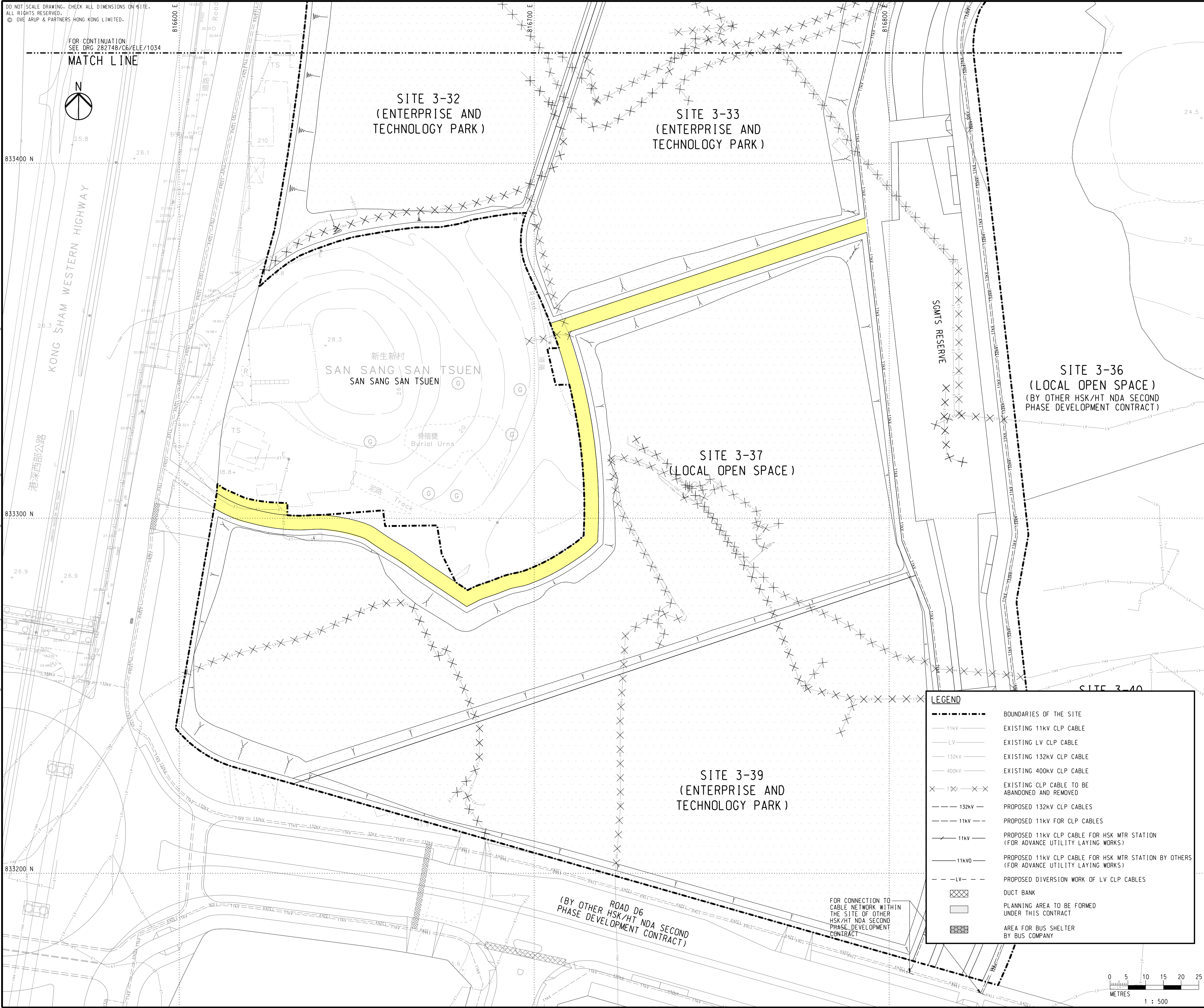
1. FOR GENERAL NOTES AND LEGEND, REFER TO DRAWING NO. 282748/C6/WS/1001.

LEGEND	
--- (Dashed line)	BOUNDARIES OF THE SITE
DN450	D1 PIPE WITH 450mm INTERNAL DIAMETER
MS800	MS PIPE WITH 800mm INTERNAL DIAMETER
NS180	PE PIPE WITH 180mm OUTSIDE DIAMETER
DN800x150 TEE	PIPE FITTING WITH NOMINAL DIAMETER
DN200 (MS 800)	PROPOSED FRESH WATER MAIN, 200mm (800mm) INTERNAL DIAMETER D1 (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
X-X-X-X-X-X	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
X X X X X X	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 D1 PIPE)
NS	NOMINAL SIZE (FOR PE PIPE)
D1	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
G1	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

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Project Title			
Contract No. YL/2023/06			
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Infrastructure Works			
Drawing title			
FRESH WATER SUPPLY WORKS			
LAYOUT PLAN			
(SHEET 15)			
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KEY PLAN

NOTES

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

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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)

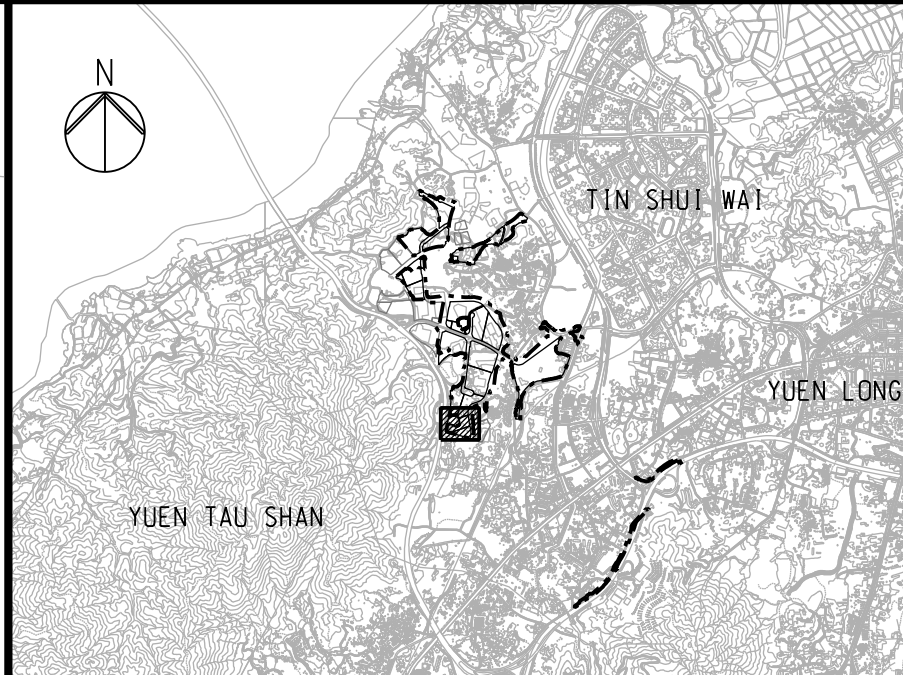
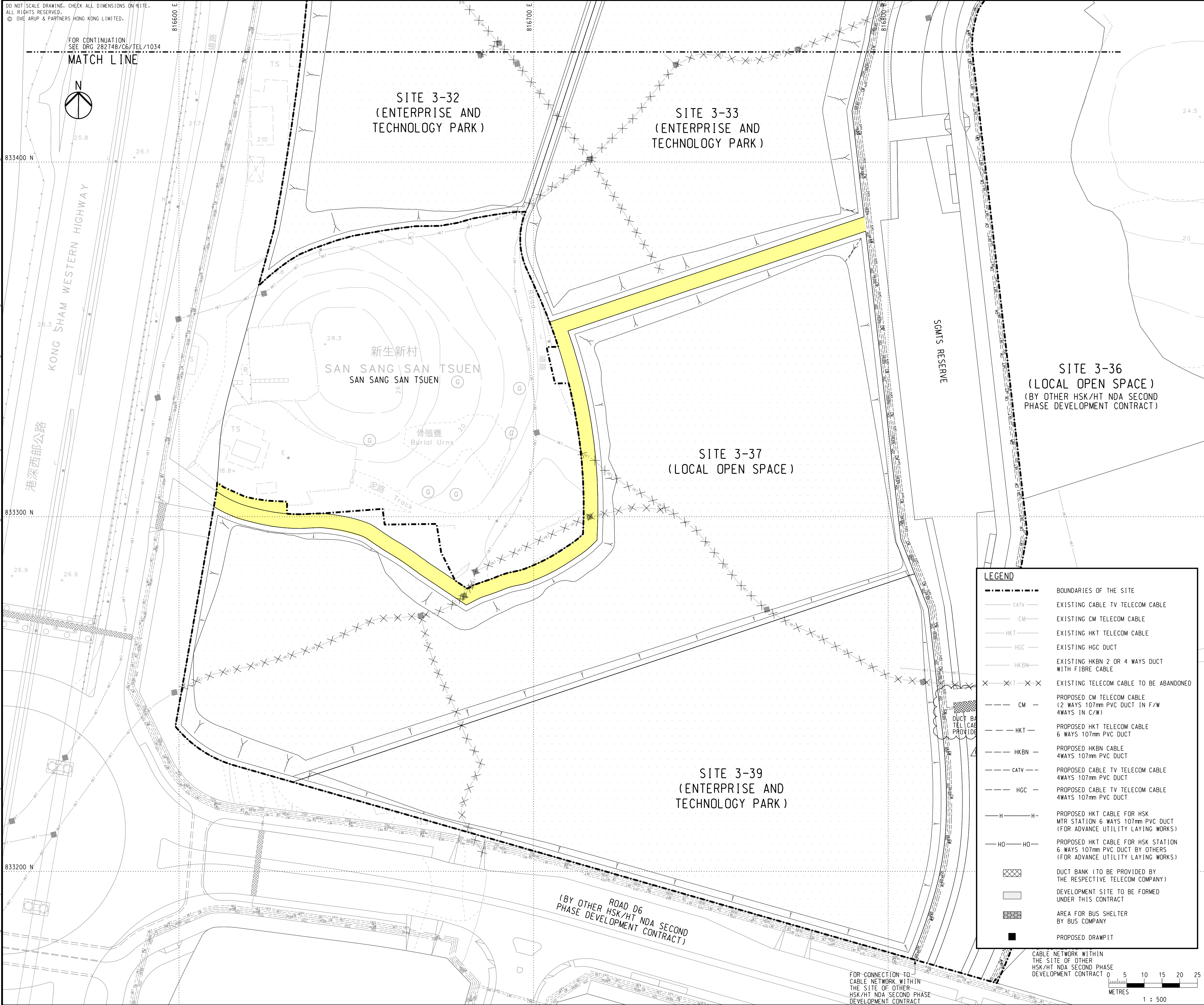
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KEY PLAN

- NOTES**
1. DRAWPIITS 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
--- HKBN ---	EXISTING HKBN 2 OR 4 WAYS DUCT WITH FIBRE CABLE
--- XKT X ---	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 --- H ---	PROPOSED HKT CABLE FOR HSK MTR STATION 6 WAYS 107mm PVC DUCT (FOR ADVANCE UTILITY LAYING WORKS)
--- HO --- HO ---	PROPOSED HKT CABLE FOR HSK STATION 6 WAYS 107mm PVC DUCT BY OTHERS (FOR ADVANCE UTILITY LAYING WORKS)
--- DUCT BANK ---	DUCT BANK (TO BE PROVIDED BY THE RESPECTIVE TELECOM COMPANY)
--- DEVELOPMENT SITE ---	DEVELOPMENT SITE TO BE FORMED UNDER THIS CONTRACT
--- AREA FOR BUS SHELTER ---	AREA FOR BUS SHELTER BY BUS COMPANY
--- PROPOSED DRAWPIT ---	PROPOSED DRAWPIT

01	TENDER ADDENDUM NO. 1	CW	01/25
00	TENDER ISSUE	CW	12/24
Rev	Description	By	Date
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		TENDER
1:500 @ A1			
COPYRIGHT RESERVED			
土木工程拓展署			
Civil Engineering and Development Department			

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

Registry No.	Rent	Amount of premium at which the lot and the Other Lots are purchased
Hung Shui Kiu Town Lot No. 23	As specified in General Condition No. 4	HK\$

Dated 20 .

Witness to the signature of/execution by the Purchaser:

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

Address

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

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

Civil Servant,
Lands Department

Chief Estate Surveyor/Land Supply

MEMORANDUM OF AGREEMENT

BETWEEN

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

Registry No.	Rent	Amount of premium at which the lot and the Other Lots are purchased
Hung Shui Kiu Town Lot No. 23	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: HSK/L 23
LOT 1: LOT 2 [3] [3] [3] [3]
LOT 3: [] [] [] []
SECTION: [] [] [] []

Point	Hong Kong 1980 Grid Coordinates	
	N (m)	E (m)
A	833635.956	816660.979
B	833632.104	816674.351
C	833631.147	816682.260
D	833622.562	816682.697
E	833621.264	816683.871
F	833620.382	816684.891
G	833619.407	816686.690
H	833620.029	816689.267
J	833620.839	816690.394
K	833622.411	816690.807
L	833621.474	816686.924
M	833623.434	816684.655
N	833631.118	816684.264
P	833632.020	816693.083
Q	833637.690	816702.695
R	833642.633	816708.141
S	833649.778	816715.358
T	833655.655	816721.578
U	833659.101	816726.545
V	833665.180	816731.469
W	833670.252	816735.114
AA	833675.933	816738.773
AB	833678.571	816740.307
AC	833681.464	816741.587
AD	833687.082	816743.511
AE	833600.363	816728.735
AF	833569.277	816747.431
AG	833568.638	816749.369
AH	833478.580	816721.489
AJ	833429.162	816713.524
AK	833360.596	816721.569
AL	833354.882	816704.500
AM	833361.370	816701.875
AN	833369.854	816698.035
AP	833386.017	816697.785
AQ	833385.874	816694.009
AR	833385.123	816688.722
AS	833384.106	816682.904
AT	833382.854	816678.408
AU	833382.012	816673.581
AV	833381.924	816666.632
AW	833379.105	816648.642
AX	833373.975	816634.005
AY	833365.129	816622.424
AZ	833380.922	816626.768
BA	833522.988	816638.926
BB	833526.220	816648.427
BC	833542.827	816645.087
BD	833545.942	816638.081
BE	833597.352	816633.350
BF	833592.931	816652.225
BG	833598.757	816653.142
BH	833609.250	816655.147
BJ	833613.314	816656.125
ARC CENTRE		
B-C	833678.023	816683.923
L-M	833626.780	816689.526
N-P	833678.023	816683.923
P-Q	833655.612	816685.645
AE-AF	833595.678	816756.137
AJ-AK	833409.050	816838.321
AN-AP	833378.223	816716.524
AV-AW	833155.505	816692.889
AW-AX	833283.444	816673.949
AX-AY	833327.475	816660.356
AZ-BA	833509.504	815960.344
BD-BE	833509.504	815960.344
BF-BG	833586.310	816713.268

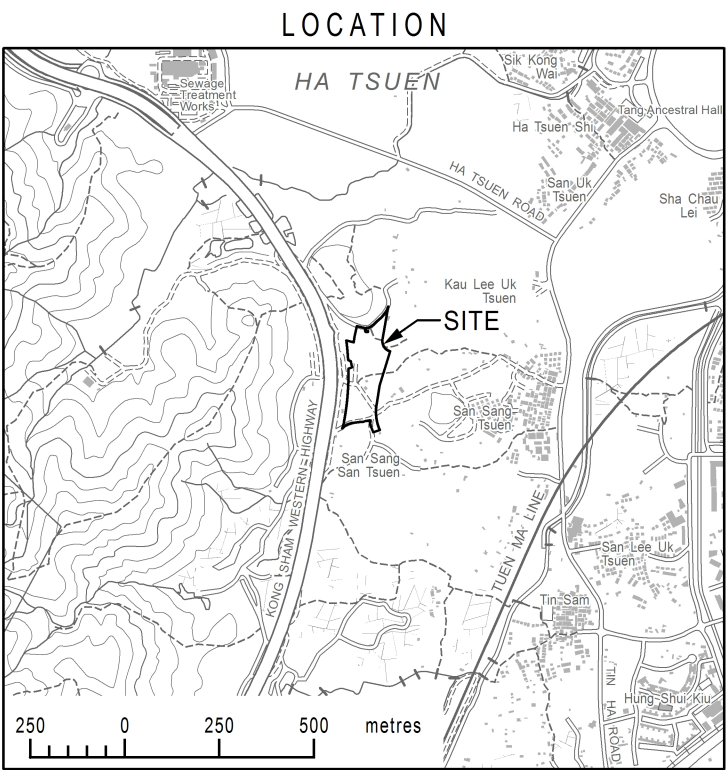
I, FAN Ko-kwan, "Land Surveyor/ Yuen Long
/ an Authorized Land Surveyor registered under the Land
Survey Ordinance (Cap. 473), hereby certify that this land
boundary plan has been prepared from land boundary
surveys that were carried out by me or under my direct
supervision in conformity with the "Land 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 29th day
of December, 2025....

Dated this 29th 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	YL19850		
Svy.Officer	Y.M.TANG		
Tech.Officer	W.Y.CHUNG		
Date	29/12/2025		
Plan No.	YL19850-SP		



SIDE	DISTANCE IN METRES	BEARING	Pt.	CORNER MARKED BY
A B	13.916	106 04 10		
Chord B C	7.967	96 53 58		
C D	8.596	177 05 10		
D E	1.750	137 51 50		
E F	1.349	130 49 05		
F G	2.046	118 28 47		
G H	2.651	76 25 44		
H J	1.388	54 17 18		
J K	1.626	14 44 24		
K L	3.995	256 25 44		
Chord L M	2.998	310 49 05		
M N	7.695	357 05 10		
Chord N P	8.865	84 09 37		
Chord P Q	11.160	59 27 46		
Q R	7.355	47 46 33		
R S	10.156	45 17 14		
S T	8.557	46 37 27		
T U	6.045	55 14 52		
U V	7.823	39 00 27		
V W	6.246	35 42 11		
W AA	6.757	32 47 05		
AA AB	3.052	30 10 41		
AB AC	3.164	23 52 01		
AC AD	5.938	18 54 17		
AD AE	87.969	189 40 10		
Chord AE AF	36.275	148 58 36		
AF AG	2.041	108 14 40		
AG AH	94.274	197 12 05		
AH AJ	50.056	189 09 18		
Chord AJ AK	69.036	173 18 29		
AK AL	18.000	251 29 36		
AL AM	6.999	337 58 27		
AM AN	9.313	335 38 46		
Chord AN AP	16.165	359 06 51		
AP AQ	3.779	267 49 52		
AQ AR	5.340	261 54 56		
AR AS	5.906	260 05 05		
AS AT	4.667	254 26 21		
AT AU	4.900	260 06 19		
AU AV	6.949	269 16 17		
Chord AV AW	18.210	261 05 45		
Chord AW AX	15.510	250 41 13		
Chord AX AY	14.573	232 37 25		
AY AZ	16.380	15 22 50		
Chord AZ BA	142.585	4 53 28		
BA BB	10.036	71 12 48		
BB BC	16.940	348 37 42		
BC BD	7.668	293 58 18		
Chord BD BE	51.627	354 44 34		
BE BF	19.385	103 10 58		
Chord BF BG	5.898	8 56 36		
BG BH	10.682	10 49 11		
BH BJ	4.180	13 31 35		
BJ A	23.156	12 06 00		

CURVE DATA		
Arc BC =	7.976m	Radius = 46.906m Δ = 9° 44' 35"
Arc LM =	3.031m	Radius = 5.910m Δ = 29° 23' 07"
Arc NP =	8.878m	Radius = 46.906m Δ = 10° 50' 41"
Arc PQ =	11.257m	Radius = 24.737m Δ = 26° 04' 21"
Arc AEF =	39.519m	Radius = 27.800m Δ = 81° 27' 01"
Arc AJAK =	69.924m	Radius = 126.407m Δ = 31° 41' 39"
Arc ANAP =	16.626m	Radius = 20.295m Δ = 46° 56' 11"
Arc AVAW =	18.214m	Radius = 227.936m Δ = 4° 34' 43"
Arc AWAX =	15.526m	Radius = 98.952m Δ = 8° 59' 24"
Arc AXAY =	14.618m	Radius = 53.448m Δ = 15° 40' 15"
Arc AZBA =	142.848m	Radius = 678.716m Δ = 12° 03' 32"
Arc BDBE =	51.639m	Radius = 678.716m Δ = 4° 21' 33"
Arc BFBG =	5.901m	Radius = 61.401m Δ = 5° 30' 22"

× 11.5 SPOT LEVEL IN METRES AS AT 28/05/2025

SPECIAL CONDITIONS REFER

Yellow

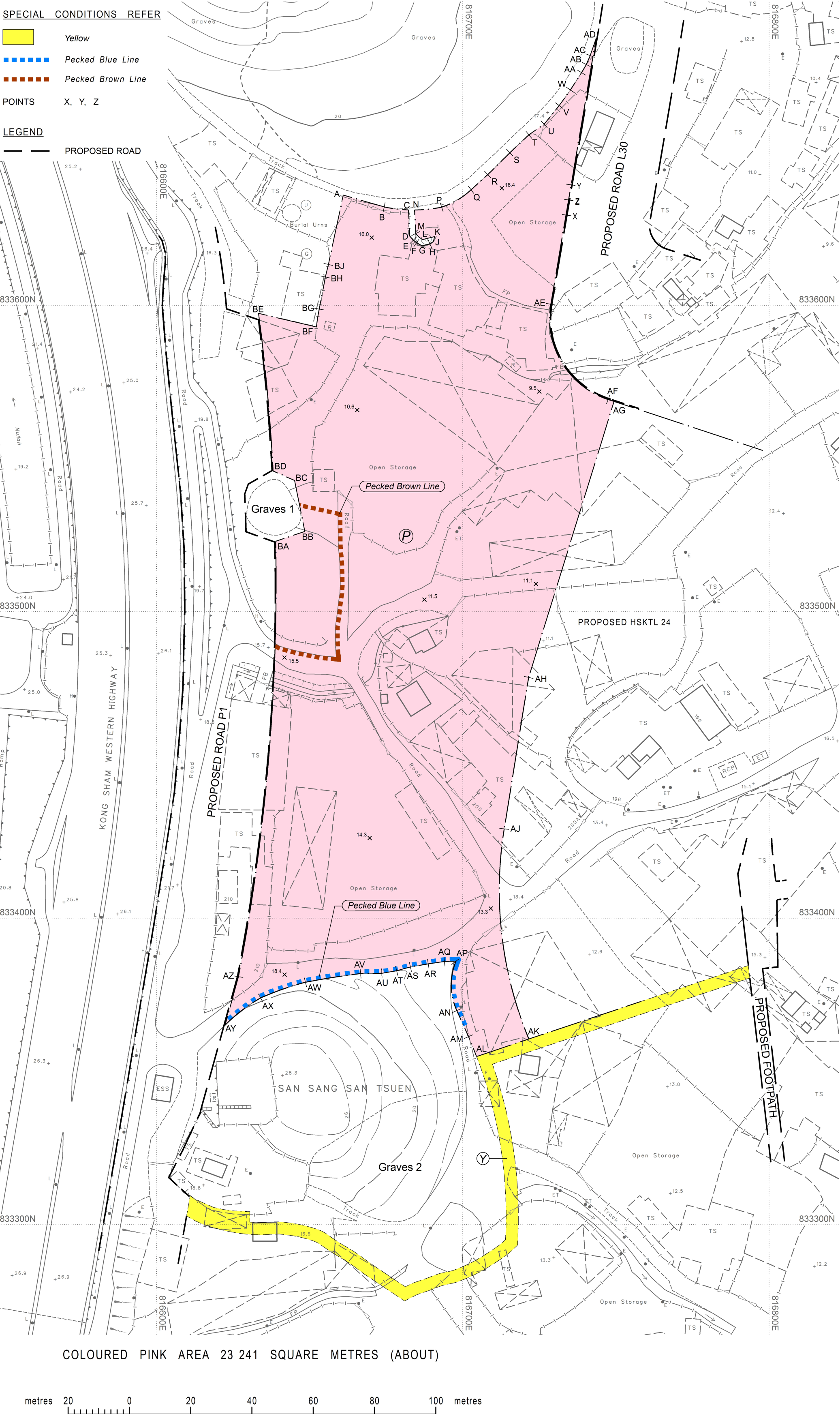
Pecked Blue Line

Pecked Brown Line

POINTS X, Y, Z

LEGEND

PROPOSED ROAD



HUNG SHUI KIU TOWN LOT No. 23

District Survey Office, Yuen Long
Lands Department
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File No. LAO/LSS-DLOs-002-YL-001-HSK-23-002-001,
SMO/Regional-007-001-DSO/YL-2025-W0427
Survey Sheet No. 6-NW-7C & 12A
O.Z.P. No. S/HSK/2
PLAN No. YL19850-SP

Date: 29/12/2025

LAND SUPPLY SECTION
LANDS DEPARTMENT



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

Witness to the signature of /
execution by the Purchaser

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

Chief Estate Surveyor / Land Supply

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

Dated this ____ day of _____ 20____

Dated20.....

AGREEMENT
AND
CONDITIONS OF SALE
OF
Hung Shui Kiu Town Lot No. 23

Purchaser :

Rent : As specified in General
Condition No. 4

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

Lands Department