



**Processing Building Plans for Redevelopment
under Virtually Unrestricted Government lease**

We have reviewed the administrative procedure in processing the building plans for redevelopment of a lot governed by a virtually unrestricted Government lease¹. This practice note provides guidelines to Authorized Persons (AP) in preparing the building plan submissions with a view to facilitating the processing of such submissions under the Government lease.

2. Buildings Department (BD) will refer the building plans to Lands Department (LandsD) and all interested Government departments through the centralized processing system as stated in BD's Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) ADM-2. LandsD will issue a "no objection" letter to the AP under a simplified approach if LandsD is satisfied that:-

- (a) the Government lease is virtually unrestricted;
- (b) there is no encroachment onto Government land outside the boundary of the lot; and
- (c) the use of the proposed redevelopment does not contravene the offensive trade restriction², if any, or (as the case may be) the terms and conditions of any offensive trade licence issued under the Government lease.

Notwithstanding any other provisions in this Practice Note, the decision of the Director of Lands on whether a Government lease is virtually unrestricted shall be final and binding on the AP and the owner.

3. In relation to paragraph 2(a) above, the AP is required to complete Parts I to III of the Form at Appendix II and provide the relevant District

¹ In this Practice Note, a reference to a virtually unrestricted Government lease is a reference to a Government Lease that does not contain any specific restrictions on type of development and user other than restrictions, if any, on offensive trades. A sample of virtually unrestricted Government lease is at Appendix I for reference.

² Reference may be made to the LAO Practice Note No. 6/2007 about the restriction, which is commonly referred to as "the offensive trade clause".

Lands Office (DLO) with a full set of Government lease documents and attachments thereto including but not limited to modification letters and offensive trade licences issued under the Government lease at the time of first submission of the building plans.

4. In relation to paragraph 2(b) above, the AP is required to complete Parts IV and V of the Form at Appendix II to ensure and confirm that the proposed redevelopment will not encroach onto any Government land.

5. In relation to paragraph 2(c) above, the AP is required to describe the uses of each floor for the proposed redevelopment in a Development Schedule by adopting the sample Development Schedule at Appendix III in order to satisfy the requirement referred to in Lands Administration Office (LAO) Practice Note No. APSRSE 1/94. The Development Schedule shall be attached to the Form referred to in paragraphs 3 and 4 above or incorporated in the building plans submitted to BD. The sample Development Schedule at Appendix III is based on the sample Development Schedule at Appendix I to LAO Practice Note No. APSRSE 1/94 with modifications, and is used to indicate the extent of compliance with the virtually unrestricted Government lease and with any offensive trade licence issued.


6. The simplified approach as mentioned in paragraph 2 above is only applicable to lots held under virtually unrestricted Government leases. For the avoidance of doubt, this is not applicable to cases where the relevant Government lease contains any of the following clauses or requirements:-

- (a) rights of way clause;
- (b) rate and range clause;
- (c) design, disposition and height/design and disposition clause;
- (d) requirement for the Director of Lands' approval to building plans or erection of buildings other than the existing buildings on the lot.

7. In cases where the Government lease contains any of the clauses or requirements set out in paragraph 6(a) to (d) above or the Director of Lands has decided that the Government lease is not virtually unrestricted, LandsD will inform the AP that the building plans will be processed in the usual manner. In the event that the redevelopment site contains more than one lot or one section of a lot, where any relevant Government lease is not a virtually unrestricted Government lease, the building plans will also be processed in the usual manner. In other words, the simplified approach promulgated in this Practice Note is not applicable to these cases, for which the processing time for general building plan (non-BCIII cases) under the Government lease remains as 8 weeks as stipulated in LAO Practice Note No. 5/2002.

8. In cases where part of a lot is required for the purpose of street widening, the AP may propose voluntary surrender of the private land concerned in exchange for concessions under regulation 22(2) of the Building (Planning) Regulations (Cap. 123F). In such situation, the AP should indicate such proposal in the building plan submissions and Development Schedule as well and separately approach the Acquisition Section of LandsD as mentioned in BD's PNAP APP-20. For this kind of submission, LandsD will issue a "no objection" letter to the AP subject to the compliance with the same requirements stated in paragraph 2 above and the acceptance of the voluntary surrender by Acquisition Section of LandsD and the relevant government departments.

9. It must be noted that nothing in this Practice Note shall in any way fetter or affect the rights of the Government, the Director of Lands and their officers under the relevant Government lease or the Government's rights as lessor/landlord, and all such rights are hereby reserved, and that nothing in this Practice Note including any words and expressions used shall in any way affect or bind the Government regarding interpretation of the terms and conditions of the relevant Government lease.



(Ms Bernadette Linn)

Director of Lands

12 April 2017

Appendices

This Indenture

made the [REDACTED] day of [REDACTED] EDWARD VII
One thousand Nine hundred and thirty [REDACTED] BETWEEN OUR SOVEREIGN LORD GEORGE V
by the Grace of God of Great Britain Ireland and the British Dominions beyond the Seas King
Defender of the Faith Emperor of India (hereinafter referred to as "His said Majesty" which
expression shall where the context admits be deemed to include His Heirs Successors and Assigns)
of the one part and [REDACTED]

(hereinafter referred to as "the said Lessee" which expression shall where the context admits
be deemed to include his her or their Executors Administrators and Assigns and the survivor of
them his or her Executors Administrators and Assigns and in the case of a Body Corporate its
Assigns) of the other part WHEREAS the Governor and Commander-in-Chief of the Colony of
Hong Kong and its Dependencies (hereinafter referred to as "the Governor") is duly authorised
to enter into these presents in the name and on behalf of His said Majesty NOW This Indenture
witnesseth that in consideration of the yearly rent covenants and stipulations hereinafter reserved
and contained by and on the part and behalf of the said Lessee to be paid done and performed
His said Majesty Doth hereby grant and demise unto the said Lessee All that piece or parcel
of Ground situate lying and being at Victoria aforesaid bounded on or towards

the North by the King Lane and having a frontage thereof
of [REDACTED] or thereabouts on or towards
the South by [REDACTED] Road [REDACTED] and having a frontage thereof
of [REDACTED] or thereabouts on or towards
the East by Island Lot Number [REDACTED] and having a
frontage thereof of [REDACTED] or there-
abouts and on or towards the West by Island Lot Number

and having a frontage thereof of
thereabouts which said piece or parcel of
ground expressed to be hereby demised contains in the
whole by admeasurement square
feet or thereabouts and is more particularly delineated and
described on the plan thereof annexed to these presents
and thereon coloured pink and is registered in the Land
Office as Inland Lot Number

And all the easements and appurtenances whatsoever to the said demised premises belonging or
in any-wise appertaining Except and Reserved unto His said Majesty all Mines Minerals Mineral
Oils and Quarries of Stone in under and upon the said premises and all such Earth Soil Marl
Clay Chalk Brick-earth Gravel Sand Stone and Stones and other Earths or Materials which now
are or hereafter during the continuance of this demise shall be under or upon the said premises or
any part or parts thereof as His said Majesty may require for the Roads Public Buildings or other
Public Purposes of the said Colony of Hong Kong with full liberty of Ingress Egress and Regress
to and for His said Majesty His Agents servants and workmen at reasonable times in the day during
the continuance of this demise with or without horses carts carriages and all other necessary things
into upon from and out of all or any part or parts of the premises hereby expressed to be demised

to view dig for convert and carry away the said excepted Minerals Stone Earths and other things respectively or any part or parts thereof respectively thereby doing as little damage as possible to the said Lessee And also Save and Except full power to His said Majesty to make and conduct in through and under the said premises all and any public or common sewers drains or watercourses To have and to hold the said piece or parcel of ground and premises hereby expressed to be demised with their and every of their appurtenances unto the said Lessee

from the _____ day of _____

for and during and unto the full end and term of _____
_____ from then next ensuing and fully to be complete and ended Yielding and paying therefor yearly and every year during the term hereby granted the sum of _____

dollars in Current Money of the said Colony by equal half-yearly payments on the Twenty-fourth day of June and the Twenty-fifth day of December in every year free and clear of and from all Taxes Rates Charges Assessments and Deductions whatsoever charged upon or in respect of the said premises or any part thereof the first half-yearly payment of the said Rent becoming due and to be made on the _____ day of _____ - One thousand nine hundred and _____ And the said Lessee

Doth hereby covenant with His said Majesty by these presents in manner following that is to say that the said Lessee will yearly and every year during the said term hereby granted well and truly pay or cause to be paid to His said Majesty the said yearly Rent of _____

_____ dollars clear of all deductions as aforesaid on the several days and times and in the manner hereinbefore reserved and made payable And will during the whole of the said term hereby granted bear pay and discharge all taxes rates charges and assessments whatsoever which now are or shall be hereafter assessed or charged upon or in respect of the said premises hereby expressed to be demised or any part thereof And

shall and will from time to time and at all times hereafter when where and as often as need or occasion shall be and require at his her or their own proper costs and charges well and sufficiently Repair Uphold Support Maintain Pave Purge Secur Cleanse Empty Amend and keep the messuage or tenement messuages or tenements and all other erections and buildings now or at any time hereafter standing upon the said piece or parcel of ground hereby expressed to be demised and all the Walls Banks Cuttings Hedges Ditches Rails Lights Pavements Privies Sinks Drains and Watercourses thereunto belonging and which shall in any-wise belong or appertain unto the same in by and with all and all manner of needful and necessary reparations clearings and amendments whatsoever the whole to be done to the satisfaction of His said Majesty's Director of Public Works (hereinafter referred to as "the said Director") And the said messuage or tenement messuages or tenements erections buildings and premises so being well and sufficiently repaired

sustained and amended at the end or sooner determination of the term hereby granted will peaceably and quietly deliver up to His said Majesty And will during the term hereby granted as often as need shall require bear pay and allow a reasonable share and proportion for and towards the costs and charges of making building repairing and amending all or any roads pavements channels fences and party walls draughts private or public sewers and drains requisite for or in or belonging to the said premises hereby expressed to be demised or any part thereof in common with other premises near or adjoining thereto and that such proportion shall be fixed and ascertained by the said Director and shall be recoverable in the nature of rent in arrear And that it shall and may be lawful to and for His said Majesty by the said Director or other persons deputed to act for Him twice or oftener in every year during the said term at all reasonable times in the day to enter into and upon the said premises hereby expressed to be demised to view search and see the condition of the same and of all decays defects and wants of reparation and amendment which upon every such view shall be found to give or leave notice in writing at or upon the said premises or some part thereof unto or for the said Lessee to repair and amend the same within Three Calendar Months then next following within which time the said Lessee will repair and amend the same accordingly And that the said Lessee or any other person or persons shall not nor will during the continuance of this demise use exercise or follow in or upon the said premises or any part hereof the trade or business of a Brazier Slaughterman Soap-maker Sugar-baker Fellmonger Melter of tallow Oilman Butcher Distiller Victualler or Tavern-keeper Blacksmith Nightman Scavenger or any other noisy noisome or offensive trade or business whatever without the previous licence of His said Majesty signified in writing by the Governor or other person duly authorized in that behalf And will not let underlet mortgage assign or otherwise part with all or any part of the said premises hereby expressed to be demised for all or any part of the term hereby granted without at the same time registering such alienation in the Land Office or in such other Office as may hereafter be instituted for the purposes of Registration in the said Colony and paying the prescribed fees therefor Provided always and it is hereby agreed and declared that in case the said yearly rent of [REDACTED]

dollars hereinbefore reserved or any part thereof shall be in arrear and unpaid by the space of twenty one days next after any of the said days whereon the same ought to be paid as aforesaid (whether lawfully demanded or not) or in case of the breach or non-performance of any of the covenants and conditions herein contained and by or on the part of the said Lessee to be performed then and in either of the said cases it shall be lawful for His said Majesty by the Governor or other person duly authorized in that behalf into and upon the said premises hereby expressed to be demised or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as in His former estate as if these presents had not been made and the said Lessee and all other occupiers of the said premises thereout to expel this Indenture or anything contained herein to the contrary notwithstanding Provided also and it is hereby further agreed and declared that His said Majesty shall have full power to resume enter into and re-take possession of all or any part of the premises hereby expressed to be demised if required for the improvement of the said Colony or for any other public purpose whatsoever Three Calendar Months' notice being given to the said Lessee of its being so required and a full and fair compensation for the said Land and the Buildings thereon being paid to the said Lessee at a Valuation

to be fairly and impartially made by the said Director and upon the exercise of such power the term and estate hereby created shall respectively cease determine and be void ~~Provided also~~
~~and it is hereby further agreed and declared that~~

— In Witness whereof the said parties
to these presents have hereunto set their hands and seals the day and year first above written.

Examined and certified to be correct.

Land Officer.

Registered.

Overland Officer.

Dated

(COUNTERPART)

Lease

OF

Inland Lot No.

Commencing, day of

Term: years.

Annual Crown Rent

Registered Vol. : Fol. :

Deed-Land Officer.

PRINTED BY MORRISON & CO., HONG KONG.

Lease Plan (Not attached)

FORM
Building Plan Submission for Redevelopment
under Virtually Unrestricted Government Lease

To : Director of Lands
(Attn : District Lands Officer/ _____)

I. LOT PARTICULARS

For official use only

- (a) Lot Number(s) : _____
(b) Location : _____

☐ verified

II. LEASE RESTRICTIONS

☐ verified

- (a) The Government lease(s) of the lot(s) stated in Part I above is/are virtually unrestricted (please refer to footnote 1 to LAO Practice Note No. 1/2017) ☐ Yes
- (b) The terms and conditions of the offensive trade licence(s), if any, issued under the Government lease(s) are complied with ☐ Yes
- (c) One full set of Government lease documents and attachments thereto including but not limited to modification letter(s) and offensive trade licence, if any, issued under the Government lease(s) affecting the lot(s) is/are enclosed (Note 3) ☐ Yes
- (d) Computer printout(s) containing the historical and current ownership particulars of the lot(s) is/are enclosed (Note 3) ☐ Yes

III. DEVELOPMENT SCHEDULE

☐ verified

A Development Schedule (with the description of the uses of floor(s) for the proposed redevelopment) prepared in accordance with LAO Practice Note No. 1/2017 is attached hereto or shown on Drawing No. _____.

IV. PARTICULARS OF LAND BOUNDARY SURVEY IF LAND SURVEY PLAN IS USED AS PROOF OF SITE PARAMETERS IN ACCORDANCE WITH PNAP ADV-33

☐ verified

Name of Authorized Land Surveyor (ALS)

registered under the Land Survey

Ordinance (Cap. 473) : _____

ALS Registration Number : _____

Date of Survey : _____

The items below prepared by the ALS named above have already been submitted to the Buildings Department on _____ (date of submission to BD) in accordance with PNAP ADV-33 and PNAP ADM-21, and they will be kept in District Survey Office for the purpose of information sharing.

- | | |
|----------------------------------|------------------------------|
| (a) Land Survey Plan | <input type="checkbox"/> Yes |
| (b) Survey Report | <input type="checkbox"/> Yes |
| (c) Survey Record Plan | <input type="checkbox"/> Yes |
| (d) Form SMF-0043 duly completed | <input type="checkbox"/> Yes |

V. CONFIRMATION GIVEN BY THE AUTHORIZED PERSON (AP) (Note 4) THAT THE PROPOSED WORKS WOULD NOT ENCROACH ONTO GOVERNMENT LAND

☐ verified

Having regard to the Government lease(s) for the proposed redevelopment, I _____ (name of AP) confirm that the proposed works will not encroach onto Government land, except for installation or projection, such as architectural or amenity features, for which approval is to be obtained from Buildings Department and Lands Department for its construction over Government land.

Signature of AP : _____
AP Registration Number : _____
Date : _____

☐ Total no. of supplementary sheet(s) attached : _____

Personal Information Collection Statements

1. The personal data you provide in this Form will only be used by Lands Department to facilitate communication between you and Lands Department, for considering and processing the building plan submission and other related purposes.
2. Your provision of all the personal data in this Form is obligatory. Your building plan submission may not be processed if you fail to provide all the information as requested.
3. You have the right under Sections 18 and 22 of and Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance (Cap. 486) to request access to and correction of your personal data provided in this Form.
4. Enquiries on the personal data provided in this Form, including the request for access to and correction of the data, should be addressed to the Departmental Personal Data Controlling Officer at Lands Department, 20/F., North Point Government Offices, 333 Java Road, North Point, Hong Kong.

Notes

- 1 Please read LAO Practice Note No. 1/2017 before completing this Form. This Form shall be filled in BLOCK letters. Use one form for each redevelopment. Please use supplementary sheet where necessary.
- 2 The decision of the Director of Lands on whether a Government lease is virtually unrestricted shall be final and binding on the AP and the owner. In cases where the Government lease contains any of the clauses or requirements set out in paragraph 6 (a) to (d) of LAO Practice Note No. 1/2017 or the Director of Lands has decided that the Government lease is not virtually unrestricted, Lands Department will inform the AP that the building plans will be processed in the usual manner.
- 3 The documents should be submitted at the time of first submission of the building plans. Such documents shall be certified as true copies either by the Land Registry or a solicitor within three months before the date of submission of this Form.
- 4 Reference to “Authorized Person” or “AP” refers to the authorized person appointed by the owner under the Buildings Ordinance (Cap. 123) for the proposed redevelopment.
- 5 ☐ Tick as appropriate.

Development Schedule

(Remarks : Input to shaded fields is not required and the shaded fields could be deleted where the Government lease is virtually unrestricted)

A. LOCATION & LOT NO. : *(To be completed)*

B. SITE AREA : *(To be completed)* m² (approx)

C. HEIGHT OF BUILDING :

<u>Block</u>	<u>No. of Storeys</u>	<u>Proposed Height of Building</u>	<u>Height Restrictions under Government Lease</u>	<u>Special Condition Referred</u>

D. SCHEDULE OF ACCOMMODATION

<u>Accommodation</u>	<u>Proposed</u>	<u>Required/Permitted under Government Lease</u>	<u>Term and Condition Referred</u>
1 User	<i>(To be completed)</i> [Note : The AP is required to describe the uses of each floor for the proposed redevelopment.]	<i>(To be completed)</i> [Note: Please state that the lease is virtually unrestricted, except for the offensive trade clause (if any). Where offensive trade licence(s) have been issued, please state the terms and conditions of the licence(s) which are relevant to the proposed redevelopment and uses described in the preceding column.]	
2 Gross Floor Area		:	
3 Site Coverage		:	
4 Exterior Elevations		:	
5 Carpark		:	
6 Loading & Unloading Spaces		:	
7 Vehicular Access Points			
8 Caretakers'			

	- Office Accommodation			
	- Quarters			
9	Recreational Facilities			
10	Non-building Area			
11	Formation Areas (Green, Yellow etc.)			
12	Tree Preservation			
13	Landscaping			
14	Other Special Requirements under Government Lease (e.g. footbridge, open space provision)			

E. IN COMPLIANCE WITH THE MASTER LAYOUT PLANS APPROVED ON _____ (if applicable).

F. DATE OF LAST SUBMISSION ON *(to be completed)* (if applicable).

G. PRESCRIBED WINDOW & FIRE ACCESS REQUIREMENTS - CHECKED AND COMPLIED WITH

H. OTHERS : *(The AP to specify if any voluntary surrender of private land for road widening is proposed. Please refer to paragraph 8 of LAO Practice Note No. 1/2017.)*
