

# TENDER NOTICE

The Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”) invites tenders by way of premium for the grant of the lot of land described in the Particulars of the Lot hereunder for a term of fifty years commencing from the date of the Memorandum of Agreement at a rent specified in the Particulars of the Lot hereunder and subject to the General and Special Conditions of Sale annexed hereto (hereinafter referred to as “the Conditions of Sale”).

## PARTICULARS OF THE LOT

Registry No.	Location	Site	Area in square metres	Rent
Rural Building Lot No. 1203	South Bay Road, Repulse Bay, Hong Kong	As delineated and shown coloured pink, pink hatched black, pink stippled black, pink hatched black stippled black, pink hatched green, pink hatched green stippled black and pink hatched purple stippled black on the plan annexed hereto	1,967.0 (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 of the Conditions of Sale

2. The Government does not bind itself to accept the highest or any tender. The Government reserves the right to negotiate with any tenderer about the terms of the offer.

3. Tenders must be:

- (a) made in DUPLICATE in the Form of Tender annexed hereto;
- (b) enclosed in a sealed envelope addressed to the Chairman, Central Tender Board and clearly marked on the outside of the envelope “Tender for Rural Building Lot No. 1203”; and
- (c) deposited in the tender box labelled “Government Secretariat Tender Box” (hereinafter referred to as “the Government Secretariat Tender Box”) at the Lobby of the Public Entrance on the Ground Floor, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong, before 12 noon on Friday, the 11<sup>th</sup> day of February, 2022 (the said time is hereinafter referred to as “the Tender Closing Time”). In case a Black Rainstorm Warning Signal or a Tropical Cyclone Warning Signal No. 8 or above or an announcement on “extreme conditions” caused by super typhoon is issued by the Government at any time between 9 a.m. and 12 noon on the said date, the Tender Closing Time will be extended to 12 noon on the first working day of the following week and on which no Black Rainstorm Warning Signal or Tropical Cyclone Warning Signal No. 8 or above or announcement on “extreme conditions” caused by super

typhoon is issued by the Government at any time between the hours of 9 a.m. and 12 noon. In case the public access to the Government Secretariat Tender Box is blocked or for any reason becomes inaccessible at any time between 9 a.m. and 12 noon on the said date, the Government will announce the extension of the Tender Closing Time until further notice. Where an announcement has been made for the extension of the Tender Closing Time until further notice, upon the removal of the blockage or inaccessibility, the Government will as soon as practicable announce the revised Tender Closing Time. The above announcements will be made via press releases on the website of the Information Services Department ([www.info.gov.hk/gia/general/today.htm](http://www.info.gov.hk/gia/general/today.htm)).

4. Any tender submitted which is not in conformity with the Form of Tender annexed hereto or the terms and conditions as set out in the Tender Notice may be rejected. Late tenders and tenders not deposited in the Government Secretariat Tender Box in accordance with paragraph 3 above will not be accepted.

5. TENDERERS MUST FORWARD WITH THEIR TENDER a cheque or cashier's order in a sum of Fifty Million Hong Kong dollars (HK\$50,000,000.00), made payable to "The Government of the Hong Kong Special Administrative Region" and drawn on a bank which is a bank duly licensed under section 16 of the Banking Ordinance. If a cheque is submitted, it must be certified good by the bank on which it is drawn for payment up to the 29<sup>th</sup> day of April, 2022. All cheques and cashier's orders will be retained uncashed until the Central Tender Board has made its decision on the tenders submitted. If a tender is accepted, the cheque or cashier's order submitted therewith will be treated as an initial deposit (hereinafter referred to as "the Initial Deposit") towards and applied in part payment of the premium tendered. All other cheques and cashier's orders will be returned, within a period of fourteen days of the date specified in paragraph 7 below, to the unsuccessful tenderers at the addresses stated in their tenders.

6. (a) A tenderer when submitting a tender by way of a subsidiary company should clearly state the name of its parent company and its correspondence address, the name of its contact person and its telephone and facsimile numbers.

(b) The person who signs a tender as tenderer shall be deemed to be acting as a principal unless he discloses therein that he is acting as an agent only, in which case he shall also disclose therein the name, address and the name of the contact person of his principal.

(c) After the award of the tender, the identity of the successful tenderer and the unsuccessful tenderers and their parent company (if any) and the amount tendered by the successful tenderer can be disclosed by the Government, whether in response to public or media enquiries or otherwise.

(d) After the signing or execution of the Memorandum of Agreement and the sale plan referred to in paragraph 7 below by the Purchaser and the signing thereof on behalf of the Government, the amounts tendered by the unsuccessful tenderers can, in addition to the information that may have been disclosed under paragraph 6(c) above, be disclosed by the Government, whether in response to public or media enquiries or otherwise, without disclosing the identity of the unsuccessful tenderers submitting the respective tendered amounts at the same time.

(e) By submitting his tender under paragraph 3 above, each of the tenderers gives his consent to the disclosure of the information under paragraphs 6(c) and 6(d) above (hereinafter referred to as "the Tender Bids Information") and accepts and acknowledges that the Government has the right to disclose the Tender Bids Information.

(f) The Government shall have the absolute discretion to decide whether or not to disclose the Tender Bids Information. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the tenderers (whether the successful tenderer or any of the unsuccessful tenderers) or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise of the Government's right to disclose the Tender Bids Information, or the use or dissemination of the Tender Bids Information by members of the public, and no claim whatsoever shall be made against the Government in respect of any such loss, damage, nuisance or disturbance.

(g) For the avoidance of doubt, the consent given under paragraph 6(e) above and the provisions in paragraph 6(f) above shall survive and continue to be binding on the successful tenderer and the unsuccessful tenderers after the award of the tender to the successful tenderer and after the signing or execution of the Memorandum of Agreement and the sale plan referred to in paragraph 7 below by the Purchaser and the signing thereof on behalf of the Government.

7. If a tender is accepted, the successful tenderer shall be the Purchaser and he will be notified of the acceptance of his tender by a letter posted to him at or delivered to the address stated in his Form of Tender not later than the 8<sup>th</sup> day of April, 2022. In the event that the Initial Deposit is less than 10% of the premium tendered by him, the Purchaser shall, within seven working days of the date of the said letter, pay to the Government in one lump sum a further deposit equivalent to 10% of the premium tendered by him less the Initial Deposit and rounded up to the nearest hundred thousand which shall be applied in part payment of the premium tendered by him. Within fourteen days of the date of the said letter, the Purchaser 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, the Memorandum of Agreement in the form annexed to the Conditions of Sale and the sale plan annexed hereto. Where the successful tender has been made on behalf of a principal, the principal shall himself sign or itself execute the Memorandum of Agreement and the said plan.

8. Tenderers are requested to note that the Lands Department will only answer questions of a general nature concerning the lot and will not provide legal or other advice in respect of the Conditions of Sale or statutory provisions relating to the lot. All enquiries should be directed to Mr. CHAN Sing Chow Lawrance at Tel. No. 2231 3802 or Fax No. 2116 0764.

9. It is hereby specifically declared by the Government that any statement, whether oral or written, made and any action taken by any Government officer in response to any enquiry made by a prospective tenderer shall be for guidance and reference purposes only. Any statement shall not be deemed to form part of this Tender Notice and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Notice or the Conditions of Sale.

10. Tenderers are required to note that pursuant to the provisions of the Land Registration Ordinance and the regulations made thereunder, the personal data contained in the Conditions of Sale will appear in the land register or record of the Land Registry to facilitate the orderly conduct of land transactions and to provide the most up-to-date information to searchers.

# FORM OF TENDER

Tender for the grant of Rural Building Lot No. 1203 for a term of fifty years commencing from the date of the Memorandum of Agreement annexed to the Tender Notice at the rent specified in the Particulars of the Lot in the Tender Notice and subject to the General and Special Conditions of Sale annexed to the Tender Notice (hereinafter referred to as "the Conditions of Sale").

ORIGINAL

To : The Chairman,  
Central Tender Board,  
Government Secretariat,  
Hong Kong.



I/We SUCCESS ENERGY LIMITED.....

having read the foregoing Tender Notice, the Conditions of Sale and examined the plan therein referred to, hereby offer to purchase the above-mentioned lot at a premium of .....

~~ONE BILLION ONE HUNDRED EIGHTY EIGHT MILLION ONE HUNDRED EIGHTY ONE THOUSAND EIGHT HUNDRED~~ DOLLARS \*\*

Hong Kong dollars (HK\$1,188,181,800<sup>00</sup>) for the term and upon the terms and conditions set forth in the Tender Notice and the Conditions of Sale.

2. If this tender is accepted, then until the Memorandum of Agreement and the sale plan referred to in paragraph 7 of the Tender Notice are signed or executed, this tender together with the written acceptance thereof shall constitute a binding agreement between me/us and the Government of the Hong Kong Special Administrative Region (hereinafter referred to as "the Government").

3. A cheque certified good for payment up to the 29<sup>th</sup> day of April, 2022 by the bank on which it is drawn/A cashier's order made payable to "The Government of the Hong Kong Special Administrative Region" for HK\$50,000,000.00 is forwarded herewith as an initial deposit, which shall be applied in part payment of the premium for the lot as provided in the Conditions of Sale, if my/our tender is accepted.

4. If my/our tender is accepted, I/we will pay a further deposit (if required) and the balance of premium in the manner and within the time limit stated in paragraph 7 of the Tender Notice and General Condition No. 2 of the Conditions of Sale respectively.

5. I/We agree that by submitting my/our tender, I/we consent to the disclosure by the Government of the information referred to in paragraphs 6(c) and 6(d) of the Tender Notice (hereinafter referred to as "the Tender Bids Information").

6. I/We accept and acknowledge that:

(a) the Government has the absolute discretion to decide whether or not to disclose the Tender Bids Information;

(b) the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by me/us or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise of the Government's right to disclose the Tender Bids Information or the use or dissemination of the Tender Bids Information by members of the public, and no claim whatsoever shall be made against the Government by me/us in respect of any such loss, damage, nuisance or disturbance; and

(c) for the avoidance of doubt, my/our consent given under paragraph 5 above and the acceptance and acknowledgement under sub-paragraphs (a) and (b) above shall survive and continue to be binding on me/us, whether as the successful tenderer or the

*[Handwritten signature]*

unsuccessful tenderer after the award of the tender to the successful tenderer and after the signing or execution of the Memorandum of Agreement and the sale plan referred to in paragraph 7 of the Tender Notice by the Purchaser and the signing thereof on behalf of the Government.

Dated the 11th day of February, 2022

Signature of tenderer OR seal of tenderer and signature(s) of authorized officer(s)



Name(s) of authorized officer(s) in block letters MR. LAMBERT LU

Address of tenderer in block letters 26/F., EVERBRIGHT CENTRE, 108 GLOUCESTER ROAD, WANCHAI, HONG KONG

Telephone number 2828 6363

Facsimile number 2598 6861

ORIGINAL



Particulars of parent company (if appropriate):

Name in block letters S E A HOLDINGS LIMITED

Address in block letters 26/F., EVERBRIGHT CENTRE, 108 GLOUCESTER ROAD, WANCHAI, HONG KONG

Name of contact person(s) MR. LAMBERT LU

Telephone number 2828 6363

Facsimile number 2598 6861

- Notes:
- (1) If the tender is made by one or more parties who intend to develop the lot as a joint venture, then the tender must be signed by each of the joint venture partners.
  - (2) Tenders will not be considered unless they are accompanied by an initial deposit in the amount specified in paragraph 5 of the Tender Notice.

B

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

**GENERAL CONDITIONS**

Completion of tender documents

1. Within fourteen days of the date of the letter referred to in paragraph 7 of the Tender Notice annexed hereto, the successful tenderer (hereinafter referred to as "the Purchaser") 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") and the sale plan annexed hereto for completing the purchase according to these Conditions. Where the successful tender has been made on behalf of a principal, the principal shall himself sign or itself execute the said Memorandum and the sale plan annexed hereto as Purchaser.

Completion of sale

2. Within twenty-eight days of the date of the letter referred to in paragraph 7 of the Tender Notice annexed hereto, the Purchaser shall pay to the Government of the Hong Kong Special Administrative Region (hereinafter referred to as "the Government") in one lump sum the balance of the premium tendered by him.

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 7 of the Tender Notice annexed hereto in accordance with the said paragraph 7 or shall fail to pay the balance of the premium as provided in General Condition No. 2 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 7 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 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 (two) per centum 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 for the periods from the respective latest dates upon which such further deposit and balance should have been paid in accordance with paragraph 7 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 in the Tender Notice annexed hereto 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 regulations made thereunder and any amending legislation and also subject to a minimum rent of \$1 per annum (if demanded).

Acknowledgement  
by Purchaser

5. (a) The Purchaser hereby expressly 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 has given 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 in no way warrants the accuracy or correctness in any way whatsoever of any information made available or obtained, and in particular does not warrant that the lot is fit and suitable for any particular purpose.

Indemnity by  
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 the approved design and disposition and 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 expiration 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 a 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 one 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 three 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 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.

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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, 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-observance or non-performance of the terms and conditions hereof.

No refund of premium on re-entry

(b) In the event of re-entry by the Government for or in respect of or arising out of the breach, non-observance or non-performance by the Purchaser of the provisions of these Conditions, 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.

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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 in the Tender Notice annexed hereto for the term stated in the preamble to the said Tender Notice.

(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.

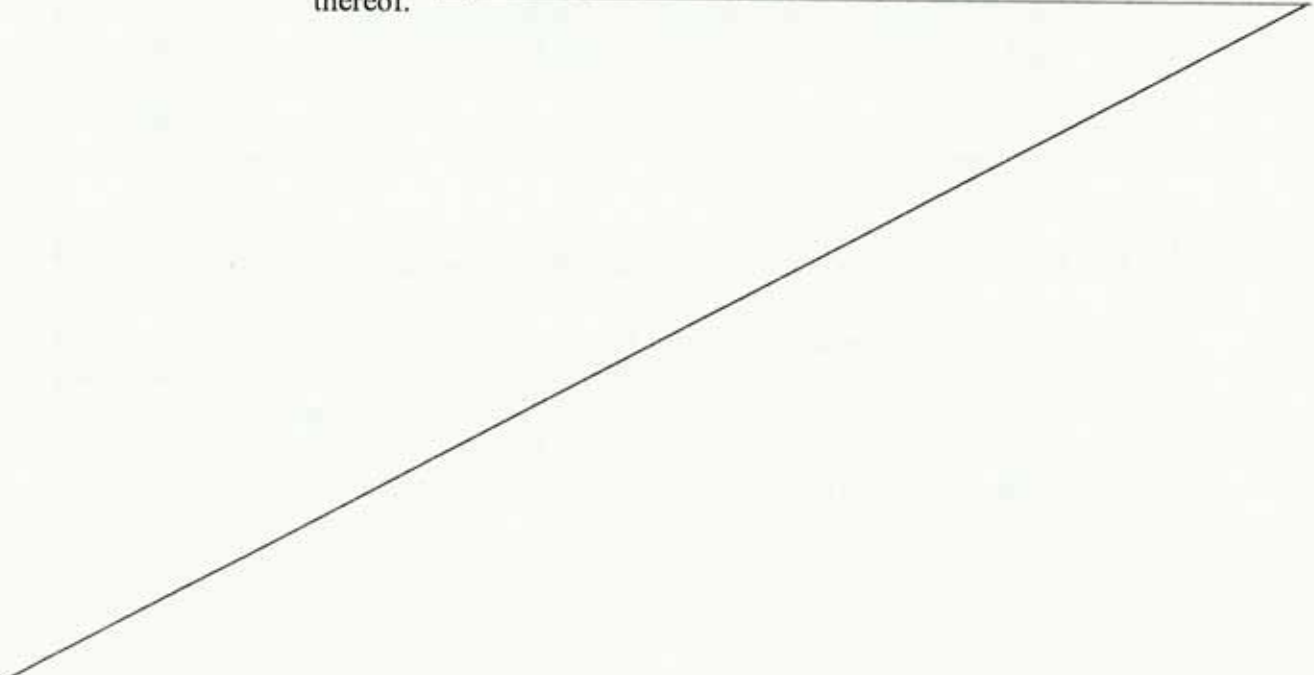
Definitions

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 in the Tender Notice annexed hereto. 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 as provided in General Condition No. 2 hereof and subject to 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 Encroaching Structures (2) (a) (i) The Purchaser acknowledges that as at the date of this Agreement, there are encroaching upon the lot:
- (I) a part of a retaining wall serving all that piece or parcel of land known and registered in the Land Registry as The Remaining Portion of Rural Building Lot No. 177 (hereinafter referred to as "RBL 177 RP") within the areas shown coloured pink hatched green and pink hatched green stippled black on the plan annexed hereto (which pink hatched green stippled black area is hereinafter referred to as "the Pink Hatched Green Stippled Black Area"); and
  - (II) a part of a boundary wall serving all that piece or parcel of land known and registered in the Land Registry as Section B of Rural Building Lot No. 178 within the area shown coloured pink hatched purple stippled black on the plan annexed hereto (which pink hatched purple stippled black area is hereinafter referred to as "the Pink Hatched Purple Stippled Black Area").
- The part of the retaining wall and the part of the boundary wall respectively referred to in sub-clauses (a)(i)(I) and (a)(i)(II) of this Special Condition which encroach upon the lot are hereinafter collectively referred to as "the Encroaching Structures". For the purpose of these Conditions, the decision of the Director as to what constitute the Encroaching Structures shall be final and binding on the Purchaser.
- (ii) Without prejudice to the generality of the provisions 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 and the Purchaser hereby agrees that the lot is purchased subject to the presence of the Encroaching Structures and the use thereof for the purposes set out in sub-clause (a)(i) of this Special Condition, 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 Purchaser shall not alter, interfere with, demolish or remove the Encroaching Structures or any part or parts

thereof without the prior written consent of the Government and the owner or owners of the Encroaching Structures or such part or parts thereof proposed to be altered, interfered with, demolished or removed.

(iv) The Purchaser shall throughout the term hereby agreed to be granted at all reasonable times during the existence of the Encroaching Structures or any part or parts thereof permit the owner or owners of the Encroaching Structures or such part or parts thereof, the Government, the Director, their respective 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 and upon giving prior notice to the Purchaser (except in case of emergency) the right of ingress, egress and regress to, from and through the lot and any building or buildings erected or to be erected thereon for the purposes of inspecting, maintaining, repairing, renewing, demolishing and removing the Encroaching Structures or any part or parts thereof. For the purpose of this sub-clause (a)(iv), the decision of the Director as to what constitutes "reasonable time" shall be final and binding on the Purchaser.

Exclusion of  
warranty

(v) The Government gives no warranty or guarantee, express or implied, as to:

(I) the physical state, condition or safety of the Encroaching Structures or any part or parts thereof;

(II) whether the Encroaching Structures or any part or parts thereof were erected or installed or have remained in existence in compliance with the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "the Buildings Ordinance"); or

(III) whether and when the Encroaching Structures or any part or parts thereof will be repaired, renewed, demolished or removed.

(vi) The presence, use, maintenance, repair, renewal, demolition, removal or the physical state or condition of the Encroaching Structures or any part or parts thereof shall not in any way relieve the Purchaser of or release, discharge, lessen or vary his 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 his obligations under these Conditions.

- (vii) 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, maintenance, repair, renewal, demolition, removal or the physical state or condition of the Encroaching Structures or any part or parts thereof; the fulfilment or non-fulfilment of any of the Purchaser's obligations under sub-clause (a) of this Special Condition; the exercise by the respective owners of the Encroaching Structures of the rights conferred under sub-clause (a)(iv) of this Special Condition; any steps, legal proceedings or actions between the Purchaser and the respective owners of the Encroaching Structures or any other persons arising whether directly or indirectly out of, in connection with or incidental to the Encroaching Structures; or the exercise by the Government, the Director, their respective officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clause (a)(iv) 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.
  
- (viii) 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, maintenance, repair, renewal, demolition, removal or the physical state or condition of the Encroaching Structures or any part or parts thereof; the fulfilment or non-fulfilment of any of the Purchaser's obligations under sub-clause (a) of this Special Condition; the exercise by the respective owners of the Encroaching Structures of the rights conferred under sub-clause (a)(iv) of this Special Condition; any steps, legal proceedings or actions between the Purchaser and the respective owners of the Encroaching Structures or any other persons arising whether directly or indirectly out of, in connection with or incidental to the Encroaching Structures; or the exercise by the Government, the Director, their respective officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clause (a)(iv) of this Special Condition.

Acknowledgement of  
the Existing Soil  
Nails

- (b) (i) The Purchaser acknowledges that as at the date of this Agreement, there are existing soil nails and associated works (hereinafter collectively referred to as "the Existing Soil Nails") within portion of the lot and portion of the area shown coloured green hatched black stippled brown on the plan annexed hereto (hereinafter referred to as "the Green Hatched Black Stippled Brown Area") which portions are

shown as area edged yellow on the plan annexed hereto (such portion of the lot and such portion of the Green Hatched Black Stippled Brown Area shown as area edged yellow are hereinafter collectively referred to as "the Existing Soil Nails Area").

- (ii) Without prejudice to the generality of the provisions of General Conditions 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 and the Purchaser hereby agrees that the lot is purchased subject to the presence of the Existing Soil Nails, 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 Purchaser shall not carry out any activities or works on the Existing Soil Nails Area which, in the opinion of the Director (whose opinion shall be final and binding on the Purchaser), may adversely affect the function of the Existing Soil Nails in maintaining the stability of the land within the lot and any adjacent or adjoining Government or leased land, including but not limited to the Slope No. 15NE-A/C88. The portion of the said Slope No. 15NE-A/C88 within and adjoining the lot is shown as area edged pecked purple on the plan annexed hereto (hereinafter referred as "the Slope Feature"). Throughout the term hereby agreed to be granted and prior to any modification, demolition or removal of the Existing Soil Nails, the Purchaser shall at his own expense maintain and repair the Existing Soil Nails to the satisfaction of the Director. In the event that the Purchaser decides to modify, demolish or remove the Existing Soil Nails, the Purchaser shall obtain the prior written permission from the Director and shall, at the Purchaser's own expense and to the satisfaction of the Director, carry out and maintain the slope treatment works arising out of the modification, demolition or removal of the Existing Soil Nails which are, in the opinion of the Director (whose opinion shall be final and binding on the Purchaser), necessary to maintain the stability of the land within the lot and any adjacent or adjoining Government or leased land, including but not limited to the Slope Feature (hereinafter referred to as "the Slope Treatment Works") and shall thereafter at his own expense keep the Slope Treatment Works and the Slope Feature in good repair and condition for maintaining the stability of the land within the lot and any adjacent or adjoining Government or leased land, including but not limited to the Slope No. 15NE-A/C88 all to the satisfaction of the Director.
- (iv) 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, maintenance, repair, modification, demolition or removal of the Existing Soil Nails; the carrying out of the Slope Treatment Works; or the fulfilment or non-fulfilment of any of the Purchaser's obligations under the provisions of sub-clause (b) 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.

- (v) 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, maintenance, repair, modification, demolition or removal of the Existing Soil Nails; the carrying out of the Slope Treatment Works; or the fulfilment or non-fulfilment of any of the Purchaser's obligations under the provisions of sub-clause (b) of this Special Condition.

- Building covenant (3) The Purchaser shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 30<sup>th</sup> day of June, 2028.
- User (4) The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for private residential purposes.
- Development conditions (5) Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 7 hereof) of the lot or any part thereof:
- Compliance with Buildings Ordinance (a) any building or buildings erected or to be erected on the lot shall in all respects comply with the Buildings Ordinance;
- Compliance with Town Planning Ordinance (b) no building or buildings may be erected on the lot or any part thereof or upon any area or areas outside the lot specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area or areas outside the lot specified in these Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation;
- Total gross floor area (c) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 1,063 square metres and shall not exceed 1,770.3 square metres; and



Design and disposition

- (d) the design and disposition of any building or buildings erected or to be erected on the lot shall be subject to the approval in writing of the Director and no building works (other than site formation works and the works as specified in Special Conditions Nos. (2)(b)(iii), (37)(b), (38)(c) and (39)(e)(i) hereof) shall be commenced on the lot until such approval shall have been obtained and for the purpose of these Conditions, "building works" and "site formation works" shall be as defined in the Buildings Ordinance.

Sustainable building design requirements

- (6) 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:

Building setback

- (a) (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 projections erected or constructed or to be erected or constructed at or above the ground level or levels 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. The said submission shall 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 aforesaid submission as approved by the D of B is hereinafter referred to as "the Approved Building Setback Submission". Any buildings, structures, supports for buildings or structures and any projections 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 (a)(i), the decision of the D of B as to what constitutes the ground level or levels of the lot and whether there has been compliance with the Approved Building Setback Submission shall be final and binding on the Purchaser.
- (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 to be given, it shall be upon such terms and conditions as determined by the D of B at his sole discretion.

Building separation

- (b) (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 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 (b)(i) of this Special Condition as approved by the D of B is hereinafter referred to as "the Approved Building Separation Submission". Any buildings 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 (b)(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.
- (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 to be given, it shall be upon such terms and conditions as determined by the D of B at his sole discretion.

Greenery Area

- (c) (i) The Purchaser shall at his own expense submit to the D of B for his written approval a plan 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 with plan 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 constitute the Greenery Area shall be final and binding on the Purchaser. The aforesaid submission as approved by the D of B is hereinafter referred to as "the Approved Greenery Submission".
- (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.
- (iii) Except with the prior written approval of the D of B, the Greenery Area as shown in the Approved Greenery

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Submission shall be designated as and form part of the Common Areas referred to in Special Condition No. (15)(a)(v) hereof, and shall not be used for any purpose other than as the Greenery Area in accordance with the layout, size, location and particulars as set out in the Approved Greenery Submission.

Provision of sales office and show flats

(7) Notwithstanding the user restriction and the maximum gross floor area permitted under Special Conditions Nos. (4) and (5)(c) hereof respectively, the Purchaser may use part or parts of the building or buildings erected or to be erected on the lot in accordance with these Conditions and erect on part or parts of the lot separate temporary structures for the purposes of a sales office and show flats and related marketing activities to facilitate the sale of the building or buildings or any part or parts thereof erected or to be erected on the lot in accordance with these Conditions, provided that the scale and period of operation of such sales office and show flats and related marketing activities shall be subject to the prior written approval of the Director.

Recreational facilities

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

(b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (5)(c) hereof, subject to Special Condition No. (46)(d) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which is for the common use and benefit of the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, is not for such use shall be taken into account for such calculation.

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

- (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (15)(a)(v) hereof;
- (ii) the Purchaser shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
- (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors and by no other person or persons.

(d) In the event that the lot is developed for use as a single family residence, sub-clauses (b) and (c) of this Special Condition shall not apply. The decision of the Director as to whether the lot is developed for the use as a single family residence shall be final and binding on the Purchaser.

Preservation of trees

(9) No tree growing on the lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.

Landscaping

(10) 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.

Office accommodation for watchmen and caretakers

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

- (i) such accommodation is in the opinion of the Director essential to the safety, security and good management of the building or buildings erected or to be erected on the lot;
- (ii) such accommodation shall not be used for any purpose other than office accommodation for watchmen or caretakers or both, who are wholly and necessarily employed on the lot; and
- (iii) the location of any such accommodation shall first be approved in writing by the Director.

For the purpose of this sub-clause (a), no office accommodation may be located within any building on the lot which is intended or adapted for use as a single family residence. The decision of the Director as to whether a building constitutes or is intended or adapted for use as a single family residence shall be final and binding on the Purchaser.

(b) (i) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (5)(c) hereof, subject to Special Condition No. (46)(d) hereof, there shall not be taken into account office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition not exceeding the lesser of (I) or (II) below:

- (I) 0.2% of the total gross floor area of the building or buildings erected or to be erected on the lot;
- (II) 5 square metres for every 50 residential units or part thereof erected or to be erected on the lot, or 5 square metres for every block of residential units erected or to be erected on the lot, whichever calculation provides the greater floor area of such accommodation, and for the purpose of this sub-clause (b)(i)(II), the decision of the Director as to

what constitute a residential unit and a block of residential units shall be final and binding on the Purchaser.

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

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

(c) For the purpose of sub-clause (b) of this Special Condition, a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

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

(e) In the event that the lot is developed for use as a single family residence, sub-clauses (a), (b), (c) and (d) of this Special Condition shall not apply. The decision of the Director as to whether the lot is developed for use as a single family residence shall be final and binding on the Purchaser.

Quarters for  
watchmen and  
caretakers

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

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

For the purpose of this sub-clause (a), no quarters may be located within any building on the lot which is intended or adapted for use as a single family residence. The decision of the Director as to whether a building constitutes or is intended or adapted for use as a single family residence shall be final and binding on the Purchaser.

(b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (5)(c) hereof, quarters provided within the lot in accordance with sub-clause (a) of this Special Condition with a total gross floor

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

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

(d) In the event that the lot is developed for use as a single family residence, sub-clauses (b) and (c) of this Special Condition shall not apply. The decision of the Director as to whether the lot is developed for use as a single family residence shall be final and binding on the Purchaser.

Owners' Corporation  
or Owners'  
Committee office

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

- (i) such office shall not be used for any purpose other than for meetings and administrative work of the Owners' Corporation or the Owners' Committee formed or to be formed in respect of the lot and the building or buildings erected or to be erected thereon; and
- (ii) the location of any such office shall first be approved in writing by the Director.

(b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (5)(c) hereof, subject to Special Condition No. (46)(d) hereof, an office provided within the lot in accordance with sub-clause (a) of this Special Condition which does not exceed 20 square metres shall not be taken into account. Any gross floor area in excess of 20 square metres shall be taken into account for such calculation.

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

(d) In the event that the lot is developed for use as a single family residence, sub-clauses (a), (b) and (c) of this Special Condition shall not apply. The decision of the Director as to whether the lot is developed for use as a single family residence shall be final and binding on the Purchaser.

Restriction on  
alienation before  
compliance

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

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

- (b) solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or through a company in which the Purchaser or its nominee is directly or indirectly the owner of shares or which is the owner of shares in the Purchaser or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby the lot or any part thereof or any interest therein or any building or part of any building thereon is or may be sold, assigned or otherwise disposed of or affected, or enter into any agreement so to do;
- (c) underlet the lot or any building or part of any building thereon or enter into any agreement so to do unless the tenancy or lease of the lot or any building or part of any building thereon complies with the following terms and conditions:
  - (i) the term of the tenancy or lease shall not exceed 10 years in the aggregate including any right of renewal;
  - (ii) the tenancy or lease shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, covering the building or that part of the building to which the tenancy or lease relates, and for the purpose of these Conditions, "Building Authority" shall be as defined in the Buildings Ordinance;
  - (iii) no premium shall be paid by the tenant or lessee;
  - (iv) the rent payable shall not exceed a rack rent;
  - (v) no rent shall be payable in advance for a period greater than 12 calendar months;
  - (vi) the user permitted in the tenancy agreement or lease or agreement for tenancy or lease shall comply with these Conditions; and
  - (vii) none of the terms and conditions in the tenancy agreement or lease or agreement for tenancy or lease shall contravene these Conditions; or
- (d) mortgage or charge the lot or any part thereof or any interest therein except for the purpose of the development thereof in accordance with these Conditions and then only by way of a building mortgage, it being agreed that for this purpose a building mortgage shall be one:
  - (i) whereby the lot is mortgaged or charged in favour of a licensed bank or a registered deposit-taking company authorized under section 16 of the Banking Ordinance to secure monies (and interest thereon) advanced or to be

advanced to the Purchaser for the purpose only of developing the lot in accordance with these Conditions and for the payment of legal and other professional fees in connection with such development and the mortgage (provided that such fees do not, in the aggregate, exceed 5% of the total amount secured by the mortgage), and for no other purpose;

- (ii) under which such advances (in the case of work done) are to be made to the Purchaser only in amounts to be certified from time to time by the authorized person (as defined in the Buildings Ordinance and appointed by the Purchaser for the development of the lot) as having been incurred by the Purchaser for the development of the lot;
- (iii) under which the Purchaser, the mortgagee and the Stakeholder (as hereinafter defined) are required, in the event of the Purchaser applying for the prior written consent of the Director under this Special Condition to enter into any agreement to dispose of any share or interest in the lot together with the right to the exclusive use and possession of any unit in the building erected or to be erected on the lot, to enter into an agreement containing the terms and requirements as the Director may from time to time specify or require, including but not limited to the following:
  - (I) all sums received by the Purchaser or the Stakeholder as purchase price or any part thereof under an agreement for sale and purchase in respect of any unit, share or interest in the lot (the terms of which have been approved by the mortgagee) (hereinafter referred to as "the ASP") shall be paid into a bank account designated for the development of the lot and which must be opened, maintained and operated by the Stakeholder with the mortgagee (hereinafter referred to as "the Stakeholder Account");
  - (II) no monies shall be released from the Stakeholder Account except with the prior written approval of the mortgagee and in accordance with the terms of the ASP and the terms of the Director's consent; and
  - (III) the mortgagee irrevocably undertakes to the Purchaser to, upon completion of the sale and purchase, release unconditionally from the security of the building mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account;
- (iv) under which the mortgagee is obliged and irrevocably undertakes to, upon completion of the sale and purchase, release unconditionally from the security of the building



mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account; and

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

Deed of Mutual  
Covenant  
incorporating  
Management  
Agreement (if any)

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

- (i) the Purchaser shall first submit to and obtain the approval in writing of the Director to a Deed of Mutual Covenant incorporating a Management Agreement (if any) (hereinafter referred to as "the DMC") to be entered into between the Purchaser and the assignees from him of undivided shares in the whole of the lot;
- (ii) the DMC must be in a form and contain the provisions which the Director shall approve or require and it (and any approved amendment or amendments to it) must be registered by Memorial against the lot in the Land Registry;
- (iii) the Purchaser must comply with the approved terms and conditions of the DMC, and no amendment thereto may be made without the prior written approval of the Director and the payment of such fees as may be required;
- (iv) every assignment or other disposal of an undivided share or shares in the lot shall be subject to and with the benefit of the DMC;
- (v) in the DMC the Purchaser must allocate to those parts of the lot which comprise the common areas or amenities for the common use and benefit of owners for the time being of the lot (hereinafter referred to as "the Common Areas") a number of undivided shares in the lot which in the opinion of the Director is appropriate;
- (vi) the Purchaser shall not assign, mortgage or charge (except by building mortgage under Special Condition No. (14)(d) hereof) or otherwise dispose of or part with the possession of any undivided shares allocated to the Common Areas or any interest therein or enter into any agreement so to do except that upon execution of the DMC the whole of the

said undivided shares allocated to the Common Areas shall be assigned to and vested in the manager appointed in accordance with the DMC who must hold the said undivided shares on trust for the benefit of all owners for the time being of undivided shares in the lot;

- (vii) the DMC must provide that, subject to sub-clause (a)(viii) of this Special Condition, on termination of the manager's appointment the manager must assign the undivided shares allocated to the Common Areas free of costs or consideration to its successor in office; and
- (viii) if an Owners' Corporation is formed under the Building Management Ordinance, any regulations made thereunder and any amending legislation, it may require the manager, in accordance with the DMC to assign the undivided shares allocated to the Common Areas and transfer the management responsibilities to it free of costs or consideration, in which event, the said Owners' Corporation must hold them on trust for the benefit of all owners for the time being of undivided shares in the lot.

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

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

Registration

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

Restriction on partitioning

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

Residential Parking Spaces

(18) (a) (i) Spaces shall be provided within the lot to the satisfaction of the Commissioner for Transport (hereinafter referred as "C for T") for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "the Road Traffic Ordinance") at the following rates:

- (I) where a block or blocks of residential units (other than a detached, semi-detached or terraced house or houses which is or are intended for use as a single family residence or residences) is or are provided

within the lot, a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below:

<b>Size of each residential unit</b>	<b>Number of the residential parking spaces to be provided under this sub-clause (a)(i)(I)</b>
Less than 40 square metres	One space for every 11 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 6 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 2 residential units or part thereof
Not less than 100 square metres but less than 130 square metres	One space for every 0.8 residential unit or part thereof
Not less than 130 square metres but less than 160 square metres	One space for every 0.6 residential unit or part thereof
Not less than 160 square metres	One space for every 0.5 residential unit or part thereof

(II) where a detached, semi-detached or terraced house or houses which is or are intended for use as a single family residence or residences is or are provided within the lot, at the following rates:

- (A) one space for each such house where its gross floor area is less than 160 square metres;
- (B) 1.5 spaces for each such house where its gross floor area is not less than 160 square metres but less than 220 square metres, provided that if the number of spaces to be provided under this sub-clause (a)(i)(II)(B) is a decimal number, the same shall be rounded up to the next whole number; and
- (C) two spaces for each such house where its gross floor area is not less than 220 square metres.

For the purpose of this sub-clause (a)(i), the decision of the C for T as to what constitutes a residential unit, a block or blocks of residential units, a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser. The spaces to be provided under this sub-clause (a)(i) (as may be varied under Special Condition No. (20) hereof) are hereinafter referred to as "the Residential Parking Spaces". For the purpose of these Conditions, "motor vehicle" shall be as defined in the Road Traffic Ordinance.

(ii) For the purpose of sub-clause (a)(i)(I) of this Special Condition, the total number of the Residential Parking

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

- (I) the gross floor area of a residential unit exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which is not taken into account for the calculation of gross floor area stipulated in Special Condition No. (5)(c) hereof; and
- (II) the pro-rata gross floor area of the Residential Common Area (as hereinafter defined) in respect of a residential unit, and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of the residents of the block or blocks of residential units erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which is not taken into account for the calculation of gross floor area stipulated in Special Condition No. (5)(c) hereof (which residential common area is hereinafter referred to as "the Residential Common Area") shall be apportioned to a residential unit by the following formula:

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

Visitors' Parking Spaces

- (iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance (the spaces to be provided under this sub-clause (a)(iii) (as may be varied under Special Condition No. (20) hereof) are hereinafter referred to as "the Visitors' Parking Spaces") shall be provided within the lot to the satisfaction of the C for T at the following rates subject to a minimum of two such spaces being provided within the lot:

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- (I) if more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, at a rate of one space for every block of residential units; or
- (II) at such other rates or number of spaces as may be approved by the C for T.

For the purpose of this sub-clause (a)(iii), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units, and the decision of the C for T as to what constitutes a residential unit, a block of residential units, a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

- (iv) The Residential Parking Spaces and the Visitors' Parking Spaces shall not be used for any purpose other than those respectively stipulated in sub-clauses (a)(i) and (a)(iii) 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 Spaces for Disabled Persons

- (b) (i) Out of the Residential Parking Spaces and the Visitors' 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. For the purpose of these Conditions, "disabled person" shall be as defined in the Road Traffic Ordinance.

- (ii) The Parking Spaces for Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance by disabled persons 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.

Motor Cycle Parking Spaces

- (c) (i) 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 a rate of one space for every 150 residential units or part thereof provided in any block of residential units erected or to be erected on the lot (the spaces to be provided under this sub-clause (c)(i) (as may be varied under Special Condition No. (20) hereof) are hereinafter referred to as "the Motor Cycle Parking

Spaces"). For the purpose of this sub-clause (c)(i), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units and the decision of the C for T as to what constitutes a residential unit, a block of residential units, a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser. For the purpose of these Conditions, "motor cycle" shall be as defined in the Road Traffic Ordinance.

(ii) The Motor Cycle Parking Spaces shall not be used for any purpose other than for the purpose set out in sub-clause (c)(i) 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.

Dimensions of parking spaces

(d) (i) Except for the Parking Spaces for Disabled Persons, each of the Residential Parking Spaces and the Visitors' Parking Spaces shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

(ii) The dimension of each of the Parking Spaces for Disabled Persons shall be as the Building Authority may require or approve.

(iii) Each of the Motor Cycle Parking Spaces shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres.

Loading and unloading requirements

(19) (a) Spaces shall be provided within the lot to the satisfaction of the C for T for the loading and unloading of goods vehicles at a rate of one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential units. For the purpose of this sub-clause (a), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit or a block of residential units and the decision of the C for T as to what constitutes a residential unit, a block of residential units, a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

(b) Each of the spaces provided under sub-clause (a) of this Special Condition (as may be varied under Special Condition No. (20) hereof) shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings erected or to be erected on the lot.

Flexibility in parking, loading and unloading provisions

(20) (a) Notwithstanding Special Conditions Nos. (18)(a)(i), (18)(a)(iii), (18)(c)(i) and (19)(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) In addition to sub-clause (a) of this Special Condition, the Purchaser may increase or reduce the respective number of the Residential Parking Spaces and the Motor Cycle Parking Spaces (without taking into account the spaces calculated in sub-clause (a) of this Special Condition) by not more than 5%.

(c) Notwithstanding Special Conditions Nos. (18)(a), (18)(c), (18)(d)(i), (18)(d)(iii), (19)(a) and (19)(b) hereof and sub-clauses (a) and (b) of this Special Condition, the Purchaser may increase or reduce the respective numbers and dimensions of spaces required to be provided under the said Special Conditions or sub-clauses to such other numbers 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.

Access for inspection

(21) (a) The Purchaser shall at all times throughout the term hereby agreed to be granted permit the C for T, the Government, 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 the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking or ascertaining that there is no breach of or failure to comply with Special Conditions Nos. (18), (19) and (20) hereof by the Purchaser.

(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 by the C for T, the Government, 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.

(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 by the C for T, the Government, 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.

(22) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (5)(c) hereof, there shall not be taken into account

excluded from gross floor area calculation

the spaces provided in accordance with Special Conditions Nos. (18) and (19) hereof (as may be respectively varied under Special Condition No. (20) hereof).

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

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

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

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

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

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

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

Common Areas

(24) Notwithstanding Special Condition No. (23) hereof, the Visitors' Parking Spaces, the Parking Spaces for Disabled Persons and the spaces provided within the lot in accordance with Special Condition No. (19)(a) hereof (as may be varied under Special Condition No. (20) hereof) shall be designated as and form part of the Common Areas.

Deposit of Car Park Layout Plans

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



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

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

(d) No transaction (except a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (14)(c) hereof and a building mortgage under Special Condition No. (14)(d) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to 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 C for T, the Director, the Government, 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 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 C for T's, the Director's or the Government's own accord; and
- (ii) accepts and acknowledges that the C for T, the Director, the Government, 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 C for T, the Director, the Government, 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-clauses (e) and (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.

(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 by the C for T, the Director, the Government, 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.

(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 and any omission or mistake in the Car Park Layout Plans.

Vehicular access

(26) The Purchaser shall have no right of ingress or egress to or from the lot for the passage of motor vehicles except through a vehicular access of not exceeding 7.3 metres in width or such greater width as may be approved by the C for T at his absolute discretion deem fit and at such position as approved by the C for T along the boundary of the lot adjoining the Green Hatched Black Stippled Brown Area and between the points X and Y shown and marked on the plan annexed hereto. Upon development or redevelopment of the lot, a temporary access for construction vehicles into the lot may be permitted in such position and subject to such conditions as may be imposed by the Director. Upon completion of the development or redevelopment, the Purchaser shall at his own expense within the time limit specified by the Director and in all respects to the satisfaction of the Director, reinstate the area or areas upon which the temporary access was constructed.

Right of way over  
the Paved Way

(27) (a) The lot is granted together with a right for the Purchaser and his tenants, servants, visitors, workmen and other persons authorized by the Purchaser in that behalf from time to time and at all times during the term hereby agreed to be granted for all purposes connected with the proper use and enjoyment of the lot to pass and repass on, along, over, by and through the Paved Way (as defined in sub-clause (b) of this Special Condition) constructed

or to be constructed by the Purchaser on the Green Hatched Black Stippled Brown Area.

(b) Without prejudice to the Purchaser's obligations under Special Condition No. (28) hereof, the Purchaser shall on or before the 30<sup>th</sup> day of June, 2028 or such other date as may be approved by the Director, at the Purchaser's own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall require or approve and in all respects to the satisfaction of the Director, construct a paved way of not exceeding 7.3 metres in width or such greater width as may be approved by the C for T on or within the Green Hatched Black Stippled Brown Area together with the associated street furniture, traffic aids, street lighting, sewers, drains, tunnel, ramp and other structures as the Director may require (hereinafter collectively referred to as "the Paved Way") with minimum disturbance to the owners of any other lots in the vicinity to whom rights of way over the whole or any portion of the Green Hatched Black Stippled Brown Area may have been granted.

(c) Throughout the term hereby agreed to be granted, the Purchaser shall at his own expense from time to time and at such time as the Director may require uphold, maintain and repair the Paved Way and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director, and the Purchaser shall be responsible for the whole as if he were the absolute owner thereof.

(d) The grant of the right of way referred to in sub-clause (a) of this Special Condition shall not give the Purchaser the exclusive right over the Paved Way. The Government shall have the right to grant rights of way over the Paved Way to the owners of any other lots in the vicinity now or at any time in the future, or to take over the whole or any portion of the Paved Way for any purpose, including without limitation, the purpose of a public road or to alter any public road absorbing, or affecting the gradient of, the Paved Way or any part thereof, without payment of any compensation to the Purchaser or to other owners to whom rights of way over the whole or any portion of the Paved Way may have been granted. Any taking over of the whole or any portion of the Paved Way for any purpose as may be decided by the Director including the purpose of a public road or any alteration to any public road absorbing, or affecting the gradient of, the Paved Way or any part thereof shall not give rise to any claim whatsoever by the Purchaser who shall at his own expense carry out all consequent alterations to the remaining portion of the Paved Way and the other parts of the Green Hatched Black Stippled Brown Area (if required) in all respects to the satisfaction of the Director.

(e) In the event of the non-fulfilment of any of the Purchaser's obligations under sub-clauses (b), (c) and (d) of this Special Condition, the Government, the Director, his officers, contractors, agents, workmen and any other persons authorized by the Director may carry out the construction, alteration, maintenance and repair works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost of such works, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser.

(f) Notwithstanding the grant of the right of way referred to in sub-clause (a) of this Special Condition, the Government shall have the full right and power, upon giving to the Purchaser written notice of not less than fourteen days (save in case of emergency) to lay, install, relay, divert, remove, re-provision, replace, inspect, operate, repair, maintain and renew any Government or other drain, culvert, waterway or watercourse, sewer, nullah, water main, pipe, cable, wire, line, utility service or other works or installations (hereinafter collectively referred to as "the Right-of-way Services") which are now or may hereafter be upon, over, under or adjacent to the Paved Way as the Director may at his absolute discretion deem fit, making good any and all damages caused thereby. The Purchaser shall not disturb or allow anybody to disturb the Right-of-way Services without the prior written approval of the Director.

(g) The Government, the Director, his officers, contractors, agents, workmen and any other persons authorized by the Director shall at all times with or without tools, equipment, plant, machinery or motor vehicles free of charge have the right of free and unrestricted ingress, egress and regress to, from and through the Paved Way for the purposes stated in sub-clauses (e) and (f) of this Special Condition and for other purposes as the Director may decide.

(h) Save in respect of making good any and all damage caused by the exercise by the Government, the Director, his officers, contractors, agents, workmen and any other persons authorized by the Director of the rights and powers conferred under sub-clause (f) of this Special Condition, 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 (b), (c), (d) and (f) of this Special Condition; or the exercise by the Government, the Director, his officers, contractors, agents, workmen or any other persons authorized by the Director of any of the rights conferred under sub-clauses (e), (f) and (g) 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.

(i) Save in respect of the damage caused by the exercise by the Government, the Director, his officers, contractors, agents, workmen and any other persons authorized by the Director of the rights and powers conferred under sub-clause (f) of this Special Condition, 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 (b), (c), (d) and (f) of this Special Condition; or the exercise by the Government, the Director, his officers, contractors, agents, workmen or any other persons authorized by the Director of any of the rights conferred under sub-clauses (e), (f) and (g) of this Special Condition.

Slope maintenance

(28) (a) The Purchaser shall at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigations, slope treatment, landslide preventive, mitigation and remedial works on the Green

(Green Hatched  
Black Stippled  
Brown Area)

Hatched Black Stippled Brown Area as the Director at his absolute discretion may require and shall, at all times during the term hereby agreed to be granted, at the Purchaser's own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Stippled Brown Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Stippled Brown Area at any time during the term hereby agreed to be granted, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose opinion shall be final and binding on the Purchaser), have also been affected. The Purchaser shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Stippled Brown Area and, subject to the prior written approval of the Director, the Purchaser may erect fences or other barriers for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Director may have in respect of any breach of these Conditions, the Director may at any time by notice in writing call upon the Purchaser to carry out such geotechnical investigations, slope treatment, landslip preventive, mitigation and remedial works within such period as the Director at his absolute discretion may require, and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Purchaser shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Government may, after the expiry of such period, execute and carry out the required works and the Purchaser shall on demand repay to the Government the cost of such works, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser. 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 landslip, subsidence or falling away within or from the Green Hatched Black Stippled Brown Area; the fulfilment or non-fulfilment of any of the Purchaser's obligations under this sub-clause (a); or the exercise by the Government of the rights conferred under this sub-clause (a).

(b) Notwithstanding sub-clause (a) of this Special Condition:

- (i) the obligations and rights of the Purchaser in respect of the Green Hatched Black Stippled Brown Area or any part thereof under this Special Condition shall absolutely determine upon the Government giving to the Purchaser notice to that effect; and
- (ii) in the event of the taking over of the Paved Way or any part thereof by the Government in accordance with Special Condition No. (27)(d) hereof, the obligations and rights of the Purchaser under this Special Condition in respect of the Paved Way or any part thereof that has been taken over by the Government shall absolutely determine,

and no claim whatsoever shall be made against the Government by the

Purchaser in respect of any loss, damage, nuisance or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of sub-clause (a) of this Special Condition by the Purchaser. For the avoidance of doubt, for the purpose of these Conditions, references to the Green Hatched Black Stippled Brown Area shall include the Paved Way.

Set back

(29) 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 as provided in Special Conditions Nos. (27)(b), (27)(c), (27)(d) and (28)(a) hereof or 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

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

(b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (29) 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 or ancillary or other works; or to reinstate and make good any falling away, landslip or subsidence, and if the Purchaser shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Purchaser shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.

No rock crushing (31) No rock crushing plant shall be permitted on the lot without the prior written approval of the Director.

Anchor maintenance (32) Where prestressed ground anchors have been installed, upon development or redevelopment of the lot or any part thereof, the Purchaser shall at his own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors throughout their service life to the satisfaction of the Director and shall supply to the Director such reports and information on all such maintenance and monitoring works as the Director may from time to time at his absolute discretion require. If the Purchaser shall neglect or fail to carry out the required maintenance or monitoring works, the Director may forthwith execute and carry out the maintenance or monitoring works and the Purchaser shall on demand repay to the Government the cost thereof.

Spoil or debris (33) (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.

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

Damage to Services (34) The Purchaser shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter collectively referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other drains (including but not limited to the Existing Drainage Channels (as defined in Special Condition No. (38)(a) hereof), the Diverted Drainage Channels (as defined in Special Condition No. (38)(c) hereof), the Existing Drainage Facilities (as defined in Special Condition No. (39)(a)(i) hereof) and the Diverted and Integrated Drainage

Facilities (as defined in Special Condition No. (39)(e)(i) hereof)), waterway or watercourse, water main (including but not limited to the Existing Water Mains (as defined in Special Condition No. (37)(a)(i) hereof) and the Diverted Water Mains (as defined in Special Condition No. (37)(b) hereof)), 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 Green Hatched Black Stippled Brown 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 work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Purchaser shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Purchaser shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot or the Green Hatched Black Stippled Brown 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 (other than the Existing Drains 1 (as defined in Special Condition No. (39)(a)(i)(I) hereof) and the Diverted and Integrated Drainage Facilities (as defined in Special Condition No. (39)(e)(i) hereof) prior to the handover of the Diverted and Integrated Drainage Facilities (as defined in Special Condition No. (39)(e)(i) hereof) to the Government in accordance with Special Condition No. (39)(h) hereof) or water main (including but not limited to the Existing Water Mains (as defined in Special Condition No. (37)(a)(i) hereof) and the Diverted Water Mains (as defined in Special Condition No. (37)(b) hereof)), 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 Green Hatched Black Stippled Brown 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.

Construction of  
drains and channels

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



Connecting drains  
and sewers

(b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Purchaser for any loss or damage thereby occasioned and the Purchaser shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Purchaser at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Purchaser at his own 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.

Flushing water  
supply

(36) Consent to use temporary mains fresh water for flushing will be given by the Director of Water Supplies, provided that the Purchaser will be required to install plumbing suitable for the use of salt water and to accept salt water supply if available in the future to the satisfaction of the Director of Water Supplies.

Waterworks Reserve  
Area

(37) (a) (i) The Purchaser acknowledges and accepts that as at the date of this Agreement, there are existing water mains serving the adjoining or adjacent Government or leased land or other lots in the vicinity at the approximate alignments as shown and marked by blue lines on the plan annexed hereto (hereinafter collectively referred to as "the Existing Water Mains") running on, across, through, over, above, under, below or within those portions of the lot shown coloured pink hatched black and pink hatched black stippled black on the plan annexed hereto (which portions of the lot are hereinafter collectively referred to as "the Waterworks Reserve Area"), the Green Hatched Black Stippled Brown Area and the Government land adjoining or adjacent thereto. The Government gives no warranty or guarantee, express or implied, as to the exact positions, alignments, levels, extents and location of the Existing Water Mains.

(ii) Without prejudice to the generality of the provisions 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 and the Purchaser hereby agrees that the lot is purchased subject to the presence of the Existing Water Mains and the use thereof, 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.

Diversion of the  
Existing Water  
Mains

(b) The Purchaser may at his own expense and in all respects to the satisfaction of the Director of Water Supplies divert the Existing Water Mains or any part or parts thereof to such location or locations within or outside the

lot and at such levels and alignments, with such materials and to such standards, specification and design as may be approved by the Director of Water Supplies. Those parts of the Existing Water Mains that have been diverted by the Purchaser under this sub-clause (b) together with any part or parts of the Existing Water Mains not so diverted (if any) are hereinafter collectively referred to as "the Diverted Water Mains".

- (c) (i) In the event that any portion or portions of the lot falls or fall within a distance of 1.5 metres measured from the centre line of the Diverted Water Mains, such portion or portions of the lot shall form part or parts of the new waterworks reserve area (which portion or portions shall be decided by the Director of Water Supplies and delineated and specified in a letter or letters from the Director to the Purchaser) in substitution of the then existing waterworks reserve area, and all references to the Waterworks Reserve Area shall thereafter be construed as references to the new waterworks reserve area and all provisions in relation to the Existing Water Mains under this Special Condition shall be construed as references to the Diverted Water Mains.
- (ii) In the event that the Diverted Water Mains are diverted wholly outside the lot without any portion of the lot being within a distance of 1.5 metres measured from the centre line of the Diverted Water Mains and that the Diverted Water Mains have been put into operation in all respects to the satisfaction of the Director of Water Supplies, the Waterworks Reserve Area shall as from the date decided by the Director of Water Supplies and specified in a letter or letters from the Director to the Purchaser be treated as vacated and thereupon the rights and obligations of the Purchaser under this Special Condition in respect thereof shall absolutely cease and determine.

For the purpose of this sub-clause (c), the decision of the Director of Water Supplies as to what constitutes the centre line of the Diverted Water Mains and whether the Waterworks Reserve Area is treated as vacated shall be final and binding on the Purchaser.

No damage or interference

(d) Save and except as provided in sub-clause (b) of this Special Condition, the Purchaser shall not demolish, remove, damage, disturb, interfere with or obstruct the Existing Water Mains or the Diverted Water Mains (as the case may be) or any part or parts thereof without the prior written consent of the Director of Water Supplies. For the purpose of this sub-clause (d), the decision of the Director of Water Supplies as to what constitute demolition, removal, damage, interference, disturbance or obstruction shall be final and binding on the Purchaser.

Submission of proposal

(e) Without prejudice to Special Conditions Nos. (27) and (28) hereof and subject to sub-clause (g) of this Special Condition, no change of the existing site condition of the area or areas which falls or fall within a distance of 1.5 metres measured from the centre line of the Existing Water Mains or the Diverted Water Mains (as the case may be) or any part or parts thereof shall be

undertaken by the Purchaser without the prior written approval of the Director of Water Supplies. Prior to the commencement of any works whatsoever within the said area or areas or any part or parts thereof, the Purchaser shall submit to the Director of Water Supplies for his approval in writing a proposal containing details of all the works proposed within the said area or areas or any part or parts thereof. No works shall be commenced within the said area or areas or any part or parts thereof until the proposal shall have been approved in writing by the Director of Water Supplies.

Non-building area

(f) Without prejudice to Special Conditions Nos. (38)(d) and (39)(b) hereof, no building, structure, projection or support for any building, structure or projection (other than the rigid root barriers referred to in sub-clause (g) of this Special Condition) shall be erected, constructed or placed on, over, above, under, below or within the Waterworks Reserve Area unless with the prior written consent of the Director who may give such consent on such terms and conditions as he sees fit or refuse it at his absolute discretion. No object or material shall be stored nor shall any vehicle be parked on or within the Waterworks Reserve Area.

Rigid root barriers

(g) No trees or shrubs with penetrating roots shall be planted within the Waterworks Reserve Area. Rigid root barriers shall be constructed if the clear distance between any proposed trees and the Existing Water Mains or the Diverted Water Mains (as the case may be) is 2.5 metres or less, and the rigid root barriers must extend below the invert level of the Existing Water Mains or the Diverted Water Mains (as the case may be). For the purpose of this sub-clause (g), the decision of the Director of Water Supplies as to what constitute rigid root barriers and the invert level of the Existing Water Mains or the Diverted Water Mains (as the case may be) shall be final and binding on the Purchaser.

No planting

(h) Notwithstanding sub-clause (g) of this Special Condition, no planting or obstruction of any kind except turfing shall be permitted within 1.5 metres from the perimeter of the cover of any valve or within a horizontal distance of one metre from the perimeter of any hydrant outlet within the Waterworks Reserve Area.

Entry into  
Government land

(i) The Purchaser may, from time to time upon obtaining the prior written permission from the Government, enter into or upon the Government land adjoining or adjacent to the lot or the Green Hatched Black Stippled Brown Area for the purpose of carrying out the diversion works of the Existing Water Mains or any part or parts thereof in accordance with sub-clause (b) of this Special Condition but not for any other purpose whatsoever. The Purchaser shall at his own expense and in all respects to the satisfaction of the Director make good or, if so required by the Government, pay on demand to the Government the costs of making good any damage, loss or injury which may be caused to the Government land or property (including public roads) arising from the entry into or upon the Government land hereinbefore mentioned. Such cost shall be determined by the Director whose determination shall be final and binding on the Purchaser.

Non-fulfilment

(j) In the event of the non-fulfilment of any of the Purchaser's obligations under sub-clauses (b), (d), (e), (g), (h) and (i) of this Special Condition, the Government, the Director of Water Supplies, his officers,

contractors, agents, workmen and any other persons authorized by the Director of Water Supplies may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director of Water Supplies whose determination shall be final and binding on the Purchaser.

Access for inspection

(k) The Purchaser shall at all times throughout the term hereby agreed to be granted permit the Director of Water Supplies, his officers, officers of other Government departments designated by the Director of Water Supplies, his or their contractors, licensees, agents, workmen and any other persons authorized by any of them with or without tools, equipment, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purposes of laying new water mains within the Waterworks Reserve Area and inspecting, maintaining, repairing or renewing any of the water mains within the Waterworks Reserve Area; and the carrying out, inspecting, checking and supervising of the works under sub-clause (j) of this Special Condition and any other works which the Director of Water Supplies may consider necessary.

No liability

(l) 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 or use of the Existing Water Mains or the Diverted Water Mains (as the case may be); the demolition, removal or diversion of the Existing Water Mains or any part or parts thereof; the fulfilment or non-fulfilment of any of the Purchaser's obligations under this Special Condition; any steps, legal proceedings or actions between the Purchaser and the owners or occupiers of the adjoining or adjacent leased land or other lots in the vicinity or any other persons arising whether directly or indirectly out of, in connection with or incidental to the Existing Water Mains or the Diverted Water Mains (as the case may be); or the exercise by the Director of Water Supplies, his officers, officers of other Government departments designated by the Director of Water Supplies, his or their contractors, licensees, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clauses (j) and (k) 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

(m) 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 or use of the Existing Water Mains or the Diverted Water Mains (as the case may be); the demolition, removal or diversion of the Existing Water Mains or any part or parts thereof; the fulfilment or non-fulfilment of any of the Purchaser's obligations under this Special Condition; any steps, legal proceedings or actions between the Purchaser and the owners or occupiers of the adjoining or adjacent leased land or other lots in the vicinity or any other persons arising whether directly or indirectly out of, in connection with or incidental to the Existing Water Mains or the Diverted Water Mains (as the case may be); or the exercise by the Director of Water Supplies, his officers, officers of other Government departments designated by the Director

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of Water Supplies, his or their contractors, licensees, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clauses (j) and (k) of this Special Condition.

The Existing  
Drainage Channels

(38) (a) The Purchaser acknowledges and accepts that as at the date of this Agreement, there are existing drainage channels and associated catchpits at the approximate alignments as shown and marked by orange lines on the plan annexed hereto (hereinafter collectively referred to as "the Existing Drainage Channels") running on, across, through, over, above, under, below, within or adjacent to the lot and the Green Hatched Black Stippled Brown Area. The Government gives no warranty or guarantee, express or implied, as to the exact positions, alignments, levels and extents of the Existing Drainage Channels.

(b) Without prejudice to the generality of the provisions 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 and the Purchaser hereby agrees that the lot is purchased subject to the presence of the Existing Drainage Channels and the use thereof, 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.

Replacement and  
diversion of the  
Existing Drainage  
Channels

(c) The Purchaser may at his own expense and in all respects to the satisfaction of the Director carry out replacement and diversion of the Existing Drainage Channels or any part or parts thereof to such location or locations within or outside the lot and at such levels and alignments, with such materials and to such standards, specification and design as may be approved by the Director. Those parts of the Existing Drainage Channels that have been replaced and diverted by the Purchaser under this sub-clause (c) together with any part or parts of the Existing Drainage Channels not so replaced and diverted (if any) are hereinafter collectively referred to as "the Diverted Drainage Channels".

Non-buildings area

(d) Without prejudice to Special Conditions Nos. (37)(f), (37)(g) and (37)(h) hereof, no building, structure or support for any building or structure (other than the Existing Soil Nails) shall be erected, constructed or placed on, over, above, under, below or within the Existing Drainage Channels or the Diverted Drainage Channels (as the case may be) unless with the prior written consent of the Director who may give such consent on such terms and conditions as he sees fit or refuse it at his absolute discretion.

Maintenance of the  
Existing Drainage  
Channels or the  
Diverted Drainage  
Channels

(e) The Purchaser shall, throughout the term hereby agreed to be granted, at his own expense and in all respects to the satisfaction of the Director maintain, repair and upkeep the Existing Drainage Channels or the Diverted Drainage Channels (as the case may be) in good and substantial repair and condition to allow uninterrupted service for use by the owners and occupiers of the adjoining and adjacent land free of charge. For the purpose of this Special Condition, the decision of the Director as to what constitutes the adjoining or adjacent land shall be final and binding on the Purchaser.

No damage or  
interference

(f) Save and except as provided in sub-clauses (c) and (e) of this Special Condition, the Purchaser shall not demolish, remove, damage, interfere with or obstruct the Existing Drainage Channels or the Diverted Drainage

Channels (as the case may be) or any part or parts thereof without the prior written consent of the Director. For the purpose of this sub-clause (f), the decision of the Director as to what constitute demolition, removal, damage, interference or obstruction shall be final and binding on the Purchaser. The Purchaser shall at his own expense and in all respects to the satisfaction of the Director reinstate, make good or rectify any demolition, obstruction or damage of the Existing Drainage Channels or the Diverted Drainage Channels (as the case may be) or any interference with the Existing Drainage Channels or the Diverted Drainage Channels (as the case may be).

Entry into  
Government land

(g) The Purchaser may, from time to time upon obtaining the prior written permission from the Government, enter into or upon the Government land adjoining or adjacent to the lot and the Green Hatched Black Stippled Black Area for the purpose of carrying out the replacement and diversion works of the Existing Drainage Channels or any part or parts thereof in accordance with sub-clause (c) of this Special Condition and fulfilment of the Purchaser's obligations under sub-clauses (e) and (f) of this Special Condition but not for any other purpose whatsoever. The Purchaser shall at his own expense and in all respects to the satisfaction of the Director make good or, if so required by the Government, pay on demand to the Government the costs of making good any damage, loss or injury which may be caused to the Government land or property (including public roads) arising from the entry into or upon the Government land hereinbefore mentioned. Such cost shall be determined by the Director whose determination shall be final and binding on the Purchaser.

Non-fulfilment

(h) In the event of the non-fulfilment of any of the Purchaser's obligations under sub-clauses (c), (e), (f) and (g) of this Special Condition, the Government, the Director, his officers, contractors, agents, workmen and any other persons authorized by the Director may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser.

Access for inspection

(i) The Purchaser shall at all times throughout the term hereby agreed to be granted permit the Government, the Director, his officers, contractors, agents, workmen and any other persons authorized by the Director, with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purposes of inspecting, checking and supervising the replacement and diversion works of the Existing Drainage Channels or any part or parts thereof as may be carried out by the Purchaser in accordance with sub-clause (c) of this Special Condition and any works required to be carried out by the Purchaser under sub-clauses (e), (f) and (g) of this Special Condition; and the carrying out, inspecting, checking and supervising of the works under sub-clause (h) of this Special Condition and any other works which the Director may consider necessary.

No liability

(j) 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 or use of the

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Existing Drainage Channels or the Diverted Drainage Channels (as the case may be); the replacement, demolition, removal or diversion of the Existing Drainage Channels or any part or parts thereof; the fulfilment or non-fulfilment of any of the Purchaser's obligations under this Special Condition; any steps, legal proceedings or actions between the Purchaser and the owners or occupiers of the adjoining or adjacent land or any other persons arising whether directly or indirectly out of, in connection with or incidental to the Existing Drainage Channels or the Diverted Drainage Channels (as the case may be); or the exercise by the Government, the Director, his officers, contractors, agents, workmen or any other persons authorized by the Director of any of the rights conferred under sub-clauses (h) and (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

(k) 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 or use of the Existing Drainage Channels or the Diverted Drainage Channels (as the case may be); the replacement, demolition, removal or diversion of the Existing Drainage Channels or any part or parts thereof; the fulfilment or non-fulfilment of any of the Purchaser's obligations under this Special Condition; any steps, legal proceedings or actions between the Purchaser and the owners or occupiers of the adjoining or adjacent land or any other persons arising whether directly or indirectly out of, in connection with or incidental to the Existing Drainage Channels or the Diverted Drainage Channels (as the case may be); or the exercise by the Government, the Director, his officers, contractors, agents, workmen or any other persons authorized by the Director of any of the rights conferred under sub-clauses (h) and (i) of this Special Condition.

Drainage Reserve Area

- (39) (a) (i) The Purchaser acknowledges and accepts that as at the date of this Agreement, there are in existence:
- (I) a storm-water drain of 375 millimetres in diameter and a foulwater drain of 150 millimetres in diameter at the approximate alignments as shown by red lines and marked "375mm STORM-WATER DRAIN" and "150mm FOULWATER DRAIN" respectively on the plan annexed hereto (hereinafter collectively referred to as "the Existing Drains 1") serving RBL 177 RP and running on, across, through, over, above, under, below or within the lot and the Green Hatched Black Stippled Brown Area; and
  - (II) a storm-water drain of 225 millimetres in diameter and a foulwater drain of 150 millimetres in diameter at the approximate alignments as shown by green lines and marked "225mm STORM-WATER DRAIN" and "150mm FOULWATER DRAIN" respectively on the plan annexed hereto (hereinafter collectively referred to as "the Existing Drains 2") serving the adjoining land and other lots in the

vicinity and running on, across, through, over, above, under, below or within the lot and the Green Hatched Black Stippled Brown Area. For the purpose of this Special Condition, the decision of the Director as to what constitutes the adjoining land or other lots in the vicinity shall be final and binding on the Purchaser.

The Existing Drains 1 and the Existing Drains 2 are hereinafter collectively referred to as "the Existing Drainage Facilities". The Government gives no warranty or guarantee, express or implied, as to the exact positions, alignments, conditions, levels and extents of the Existing Drainage Facilities.

- (ii) Without prejudice to the generality of the provisions 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 and the Purchaser hereby agrees that the lot is purchased subject to the presence of the Existing Drainage Facilities and the use thereof, 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.

Non-building area

(b) Without prejudice to Special Conditions Nos. (37)(f), (37)(g) and (37)(h) hereof,

- (i) no building, structure or support for any building or structure (other than the Encroaching Structures, the Existing Soil Nails and such boundary walls and fences as may be approved in writing by the Director) shall be erected, constructed or placed on, over, above, under, below or within the Pink Hatched Green Stippled Black Area, the Pink Hatched Purple Stippled Black Area and those portions of the lot shown coloured pink stippled black and pink hatched black stippled black on the plan annexed hereto (the Pink Hatched Green Stippled Black Area, the Pink Hatched Purple Stippled Black Area, the said pink stippled black area and the said pink hatched black stippled black area are hereinafter collectively referred to as "the Drainage Reserve Area") or the New Drainage Reserve Area (as defined under sub-clause (e)(ii) of this Special Condition) (as the case may be); and
- (ii) notwithstanding sub-clause (b)(i) of this Special Condition, with the prior written consent of the Director (who may give such consent on such terms and conditions as he sees fit or refuse it at his absolute discretion), the Purchaser may erect or construct building or buildings or structure or structures or support or supports for any building or buildings or structure or structures or any part or parts thereof within the Drainage Reserve Area or the New Drainage Reserve Area



(as defined under sub-clause (e)(ii) of this Special Condition) (as the case may be) provided that there is a clear air space extending upwards from the ground level to a height of not less than 5.1 metres from the ground level of the Drainage Reserve Area or the New Drainage Reserve Area (as the case may be).

For the purpose of these Conditions, the decision of the Director of Drainage Services as to what constitutes the ground level of the Drainage Reserve Area or the New Drainage Reserve Area (as defined under sub-clause (e)(ii) of this Special Condition) (as the case may be) shall be final and binding on the Purchaser.

Maintenance of the Existing Drains 1

(c) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director maintain, repair and upkeep the Existing Drains 1 in good and substantial repair and condition to allow uninterrupted service for use by the owners and occupiers of RBL 177 RP free of charge until such time as the Diverted and Integrated Drainage Facilities (as defined in sub-clause (e)(i) of this Special Condition) have been put into operation in all respects to the satisfaction of the Director of Drainage Services.

No obstruction or excessive surcharge

(d) No object or material of whatever nature which may obstruct access or cause excessive surcharge to the Existing Drainage Facilities shall be placed within the Drainage Reserve Area. Where in the opinion of the Director of Drainage Services (whose opinion shall be final and binding on the Purchaser), there are objects or materials within the Drainage Reserve Area which may obstruct access or cause excessive surcharge to the Existing Drainage Facilities, the Director of Drainage Services 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 Director of Drainage Services, to demolish or remove such objects or materials and to reinstate the Drainage Reserve Area. If the Purchaser shall neglect or fail to comply with such notice within the period specified therein or as required, in case of emergency, the Government, the Director of Drainage Services, his officers, contractors, agents, workmen and any other persons authorized by the Director of Drainage Services may carry out such removal, demolition and reinstatement works as he may consider necessary and the Purchaser shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director of Drainage Services whose determination shall be final and binding on the Purchaser.

Diversion of the Existing Drainage Facilities

(e) (i) The Purchaser shall on or before the 30<sup>th</sup> day of June, 2028, at his own expense and in all respects to the satisfaction of the Director of Drainage Services, carry out such works to divert and integrate the Existing Drains 1 and the Existing Drains 2 or any part or parts thereof to such location or locations within or outside the lot and at such levels and alignments, with such materials and to such standards, specification and design as may be approved by the Director of Drainage Services (such diversion and integration works are hereinafter collectively referred to as "the Diversion Works for the Existing Drainage Facilities") and complete the Diversion Works for the Existing Drainage Facilities in

accordance with the proposal approved by the Director of Drainage Services under sub-clause (f) of this Special Condition in good and workmanlike manner in all respects to the satisfaction of the Director of Drainage Services. Those parts of the Existing Drainage Facilities that have been diverted and integrated (as appropriate) by the Purchaser in accordance with the proposal approved by the Director of Drainage Services under sub-clause (f) of this Special Condition together with any part or parts of the Existing Drainage Facilities not so diverted and integrated are hereinafter collectively referred to as "the Diverted and Integrated Drainage Facilities".

- (ii) In the event that any portion or portions of the lot falls or fall within a distance of 3.0 metres measured from the external surfaces of the Diverted and Integrated Drainage Facilities, such portion or portions of the lot shall form part or parts of the new drainage reserve area (hereinafter referred to as "the New Drainage Reserve Area") (which portion or portions shall be decided by the Director of Drainage Services and delineated and specified in a letter or letters from the Director to the Purchaser) in substitution of the then existing drainage reserve area, and all references to the Drainage Reserve Area shall thereafter be construed as references to the New Drainage Reserve Area and all provisions in relation to the Existing Drainage Facilities under this Special Condition shall be construed as references to the Diverted and Integrated Drainage Facilities.
- (iii) In the event that the Diverted and Integrated Drainage Facilities are located wholly outside the lot without any portion of the lot being within a distance of 3.0 metres measured from the external surfaces of the Diverted and Integrated Drainage Facilities and that the Diverted and Integrated Drainage Facilities have been put into operation in all respects to the satisfaction of the Director of Drainage Services, the Drainage Reserve Area shall as from the date decided by the Director of Drainage Services and specified in a letter or letters from the Director to the Purchaser be treated as vacated and thereupon the rights and obligations of the Purchaser under this Special Condition in respect thereof shall absolutely cease and determine.

For the purpose of sub-clause (e) of this Special Condition, the decision of the Director of Drainage Services as to what constitute the external surfaces of the Diverted and Integrated Drainage Facilities shall be final and binding on the Purchaser.

Submission of  
proposal

(f) Prior to commencement of the Diversion Works for the Existing Drainage Facilities, the Purchaser shall submit to the Director of Drainage Services for his approval in writing a proposal containing details of the Diversion Works for the Existing Drainage Facilities. The Diversion Works

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for the Existing Drainage Facilities shall not be commenced unless and until the proposal shall have been approved in writing by the Director of Drainage Services.

Maintenance of the Diverted and Integrated Drainage Facilities

(g) Upon completion of the Diversion Works for the Existing Drainage Facilities, the Purchaser shall at his own expense and in all respects to the satisfaction of the Director of Drainage Services maintain, repair and upkeep the Diverted and Integrated Drainage Facilities in good and substantial repair and condition to allow uninterrupted service for use by the respective owners and occupiers of RBL 177 RP, the adjoining land and other lots in the vicinity free of charge until such time as the Diverted and Integrated Drainage Facilities have been handed over by the Purchaser to the Government in accordance with sub-clause (h) of this Special Condition.

Handing over of the Diverted and Integrated Drainage Facilities

(h) The Diverted and Integrated Drainage Facilities shall be handed over by the Purchaser to the Government free of cost upon demand by the Government and in any event shall be deemed to have been handed over to the Government by the Purchaser free of cost on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.

No damage or interference

(i) Save and except as provided in sub-clauses (c), (e)(i) and (g) of this Special Condition, the Purchaser shall not demolish, remove, damage, disturb, interfere with or obstruct the Existing Drainage Facilities or the Diverted and Integrated Drainage Facilities (as the case may be) or any part or parts thereof without the prior written consent of the Director of Drainage Services. For the purpose of this sub-clause (i), the decision of the Director of Drainage Services as to what constitute demolition, removal, damage, interference, disturbance or obstruction shall be final and binding on the Purchaser.

Non-fulfilment

(j) In the event of the non-fulfilment of any of the Purchaser's obligations under sub-clauses (c), (e)(i), (g) and (l) of this Special Condition, the Government, the Director of Drainage Services, his officers, contractors, agents, workmen and any other persons authorized by the Director of Drainage Services may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director of Drainage Services whose determination shall be final and binding on the Purchaser.

Access for inspection

(k) The Purchaser shall at all times permit the Government, the Director of Drainage Services, his officers, contractors, agents, workmen and any other persons authorized by the Director of Drainage Services, with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purposes of:

- (i) inspecting, checking and supervising any works required to be carried out in compliance with sub-clauses (c), (d), (e)(i) and (g) of this Special Condition;
- (ii) carrying out, inspecting, checking and supervising any works under sub-clauses (d) and (j) of this Special

Condition and any other works which the Director of Drainage Services may consider necessary;

- (iii) laying, inspecting, operating, repairing, maintaining, replacing and renewing the Existing Drains 2 or any part or parts thereof until such time as the Diverted and Integrated Drainage Facilities have been put into operation in all respects to the satisfaction of the Director of Drainage Services; and
- (iv) inspecting, operating, repairing, maintaining, replacing, renewing, reinstating, demolishing and removing the Diverted and Integrated Drainage Facilities or any part or parts thereof after the Purchaser shall have handed over the Diverted and Integrated Drainage Facilities to the Government in accordance with sub-clause (h) of this Special Condition.

Entry into  
Government land

(l) The Purchaser may, from time to time upon obtaining the prior written permission from the Government, enter into or upon the Government land adjoining or adjacent to the lot and the Green Hatched Black Stippled Brown Area for the purpose of fulfilling the Purchaser's obligations under sub-clauses (c), (e)(i) and (g) of this Special Condition but not for any other purpose whatsoever. The Purchaser shall at his own expense and in all respects to the satisfaction of the Director make good or, if so required by the Government, pay on demand to the Government the costs of making good any damage, loss or injury which may be caused to the Government land or property (including public roads) arising from the entry into or upon the Government land hereinbefore mentioned. Such cost shall be determined by the Director whose determination shall be final and binding on the Purchaser.

No liability

(m) Save in respect of the reinstatement of any trench excavated in the exercise of the rights and powers under sub-clauses (d), (j) and (k) of this Special Condition, 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 or use of the Existing Drainage Facilities or the Diverted and Integrated Drainage Facilities; or the fulfilment or non-fulfilment of any of the Purchaser's obligations under this Special Condition; any steps, legal proceedings or actions between the Purchaser and the owners or occupiers of RBL 177 RP or the adjoining land or other lots in the vicinity or any other persons arising whether directly or indirectly out of, in connection with or incidental to the Existing Drainage Facilities or the Diverted and Integrated Drainage Facilities (as the case may be); or the exercise by the Government, the Director of Drainage Services, his officers, contractors, agents, workmen or any other persons authorized by the Director of Drainage Services of any of the rights conferred under sub-clauses (d), (j) and (k) 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

(n) 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 or use of the Existing Drainage Facilities or the Diverted and Integrated Drainage Facilities; the fulfilment or non-fulfilment of any of the Purchaser's obligations under this Special Condition; any steps, legal proceedings or actions between the Purchaser and the owners or occupiers of RBL 177 RP or the adjoining land or other lots in the vicinity or any other persons arising whether directly or indirectly out of, in connection with or incidental to the Existing Drainage Facilities or the Diverted and Integrated Drainage Facilities (as the case may be); or the exercise by the Government, the Director of Drainage Services, his officers, contractors, agents, workmen or any other persons authorized by the Director of Drainage Services of any of the rights conferred under sub-clauses (d), (j) and (k) of this Special Condition.

Sewerage impact  
Assessment

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

(b) The Purchaser shall at his own expense and within such time limits as may be stipulated by the Director of Drainage Services carry out and implement the recommendations contained in the SIA as approved by the Director of Environmental Protection under sub-clause (a) of this Special Condition (hereinafter referred to as "the Approved SIA Mitigation Measures") in all respects to the satisfaction of the Director of Drainage Services.

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

(d) No building works (other than site formation works and the works as specified in Special Conditions Nos. (2)(b)(iii), (37)(b), (38)(c) and (39)(e)(i) hereof) shall be commenced on the lot or any part thereof until the SIA shall have been approved in writing by the Director of Environmental Protection under sub-clause (a) of this Special Condition.

(e) For the avoidance of doubt and without prejudice to the generality of the provisions of General Condition No. 5 hereof, the Purchaser hereby expressly acknowledges and agrees that he shall have the sole responsibility to carry out and implement at his own expense the Approved SIA Mitigation Measures in all respects to the satisfaction of the Director of Drainage Services. 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, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Drainage impact  
assessment

(41) (a) The Purchaser shall within six 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 Director of Drainage Services, submit or cause to be submitted to the Director of Drainage Services for his approval in writing a drainage impact assessment (hereinafter referred to as "the DIA") on and associated with the development of the lot containing, among others, such information and particulars as the Director of Drainage Services may require including but not limited to all adverse drainage impacts on and as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works.

(b) The Purchaser shall at his own expense and within such time limit as may be stipulated by the Director of Drainage Services carry out and implement the recommendations contained in the DIA as approved by the Director of Drainage Services under sub-clause (a) of this Special Condition (hereinafter referred to as "the Approved DIA Measures") in all respects to the satisfaction of the Director of Drainage Services.

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

(d) No building works (other than site formation works and the works as specified in Special Conditions Nos. (2)(b)(iii), (37)(b), (38)(c) and (39)(e)(i) hereof) shall be commenced on the lot or any part thereof until the DIA shall have been approved in writing by the Director of Drainage Services under sub-clause (a) of this Special Condition.

(e) For the avoidance of doubt and without prejudice to the generality of the provisions of General Condition No. 5 hereof, the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall have the sole responsibility to carry out and implement at his own expense the Approved DIA Measures in all respects to the satisfaction of the Director of Drainage Services. 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, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Noise impact  
assessment

(42) (a) The Purchaser shall within six 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 Director, submit or cause to be submitted to the Director for his approval in writing a noise impact assessment (hereinafter referred to as "the NIA") on and associated with the development of the lot containing, among others, such information and particulars as the Director may require including but not

limited to all adverse noise impacts on and as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works.

(b) The Purchaser shall at his own expense and within such time limit as may be stipulated by the Director carry out and implement the recommendations contained in the NIA as approved by the Director under sub-clause (a) of this Special Condition (hereinafter referred to as "the Approved Noise Mitigation Measures") in all respects to the satisfaction of the Director.

(c) No building works (other than site formation works and the works as specified in Special Conditions Nos. (2)(b)(iii), (37)(b), (38)(c) and (39)(e)(i) hereof) shall be commenced on the lot or any part thereof until the NIA shall have been approved in writing by the Director under sub-clause (a) of this Special Condition.

(d) For the avoidance of doubt and without prejudice to the generality of the provisions of General Condition No. 5 hereof, the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall have the sole responsibility to carry out and implement at his own expense the Approved Noise Mitigation Measures in all respects to the satisfaction of the Director. 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, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Noise Barrier

(43) In the event that the Approved Noise Mitigation Measures comprise the erection or construction of a noise barrier or noise barriers on the lot with projection extending beyond the boundary of the lot and over and above any adjoining Government land (hereinafter referred to as "the Noise Barrier"), the following conditions shall apply:

- (a) the Purchaser shall at his own expense design, erect and construct the Noise Barrier in accordance with the plans approved by the Building Authority and in all respects in compliance with the Buildings Ordinance;
- (b) no foundation or support for the Noise Barrier may be erected on, upon or underneath any Government land adjoining the lot;
- (c) no alteration, addition, replacement or attachment whatsoever shall be made or affixed to or upon the Noise Barrier or any part or parts thereof except with the prior written approval of the Director;
- (d) the Purchaser shall at all times and at his own expense uphold, maintain and repair the Noise Barrier or (where approved by the Director) any replacement thereof in good and substantial repair and condition in all respects to the satisfaction of the Director, and if temporary road closure or traffic diversion shall be required for

carrying out any works under this Special Condition, written agreement of the C for T on the temporary traffic arrangement shall have been obtained before commencement of any works;

- (e) the Noise Barrier shall not be used for any purpose other than as noise barrier, and except with the prior written consent of the Director, the Purchaser shall not use or suffer or allow to be used the Noise Barrier or any part or parts thereof for advertising or for the display of any signs, notices or posters whatsoever;
- (f) subject to the prior written approval of the Director, the Purchaser and his contractors, agents, workmen and any other persons authorized by the Purchaser shall be permitted to enter into or upon the Government land adjoining the lot with or without tools, equipment, plant, machinery or motor vehicles for the purpose of carrying out any works permitted under this Special Condition in relation to the part or parts of the Noise Barrier projecting over the Government land;
- (g) the Purchaser shall at all times take such precautions as may be necessary to prevent any damage or injury being caused to any Government land adjoining the lot and the Noise Barrier or to any persons or vehicles entering or using any Government land adjoining the lot and the Noise Barrier as a result of the erection, construction, presence, use, inspection, cleaning, maintenance, repair, alteration, renewal, replacement, demolition or removal of the Noise Barrier or any part or parts thereof or the addition or attachment to the Noise Barrier or any part or parts thereof;
- (h) the Director shall, at any time and at his absolute discretion, have the right to serve upon the Purchaser a written notice requiring the Purchaser to demolish and remove the part or parts of the Noise Barrier that project over the Government land without any replacement within six calendar months from the date of the written notice and upon receipt of such written notice, the Purchaser shall at his own expense demolish and remove the aforesaid part or parts of the Noise Barrier within such period as stipulated in such written notice and in all respects to the satisfaction of the Director;
- (i) in the event of the non-fulfilment of any of the Purchaser's obligations under this Special Condition, the Government may carry out the necessary works and the Purchaser shall pay to the Government on demand a sum equal to the cost of such works, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser;
- (j) the Purchaser shall, at all times permit the Government, the Director, his officers, contractors, agents, workmen and any other persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles free of charge the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or



buildings erected or to be erected thereon for the purposes of inspecting, checking and supervising any works required to be carried out by the Purchaser under sub-clauses (a), (d) and (h) of this Special Condition and carrying out any works in accordance with sub-clause (i) of this Special Condition or any other works which the Director may consider necessary;

- (k) 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; the carrying out of any works by the Government under sub-clause (i) of this Special Condition; or the exercise by the Government, the Director, his officers, contractors, agents, workmen or any other persons authorized by the Director of the rights conferred under sub-clause (j) of this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of such loss, damage, nuisance or disturbance; and
- (l) 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; the carrying out of any works by the Government under sub-clause (i) of this Special Condition; or the exercise by the Government, the Director, his officers, contractors, agents, workmen or any other persons authorized by the Director of the rights conferred under sub-clause (j) of this Special Condition.

Automatic meter  
reading for fresh  
water supplies

(44) (a) The Purchaser shall on or before the 30<sup>th</sup> day of June, 2028 or such other date as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Water Authority (as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation), 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 or buildings 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 approved AMR Outstation Proposals referred to in sub-clause (b) of this Special Condition and the Waterworks Ordinance, any regulations made thereunder and any amending legislation.

(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.

(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 installed in accordance with the AMR Outstation Proposals approved 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 such time as 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 whatever 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 area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance of the Approved AMR Outstations. 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 area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof 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 area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof 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 upon such date or dates 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 the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purposes of:

- (i) inspecting, checking and supervising any works required to be carried out by the Purchaser under sub-clauses (a), (d) and (e) of this Special Condition;
- (ii) carrying out any works under sub-clause (f) of this Special Condition; and
- (iii) inspecting, checking, operating, maintaining, repairing, renewing, demolishing, removing, replacing and re-provisioning the Approved AMR Outstations or any of them after the Approved AMR Outstations or any of such Approved AMR Outstations 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.

(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 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.

(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 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.

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

Supervisory and overhead charges

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

Prior approval or consent

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

Definition of gross floor area

(46) (a) For the purpose of these Conditions, the expression "gross floor area" means the area contained within the external faces of the external walls (or in the absence of such walls the external perimeters) of any building or buildings erected or to be erected on the lot measured at each floor level (including any floor below the ground level), together with the area of each balcony in such building or buildings, which shall be calculated from the overall dimensions of the balcony (including the thickness of the sides thereof). For the purpose of this sub-clause (a), the decision of the Director as to what constitutes the ground level shall be final and binding on the Purchaser.

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

(i) in calculating the gross floor area of any building or buildings erected or to be erected on the lot (in addition to any floor space which may be excluded by Special Conditions Nos. (8)(b), (11)(b), (12)(b), (13)(b) and (22) hereof), subject to sub-clause (d) of this Special Condition, exclude:

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

(II) any structure or floor space, including but not limited to balcony, utility platform, corridor, lift lobby, communal sky garden, acoustic fin, noise barrier, wing wall, wind catcher or funnel, non-structural prefabricated external wall the thickness of which does not exceed 150 millimetres, or any part thereof (all hereinafter referred to as "environmentally friendly or innovative features") and any other

structure or floor space which in the opinion of the Building Authority is an environmentally friendly or innovative feature (as to which the opinion of the Building Authority shall be conclusive) and which, for that reason, has been excluded by the Building Authority from the calculation of gross floor area under the Buildings Ordinance; 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 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 the building or buildings erected or to be erected on the lot as the external wall where a curtain wall system forms the external face of any building or buildings erected or to be erected on the lot provided that the curtain wall system shall project no more than 200 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 or buildings erected or to be erected on the lot.

Common Areas

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

Cap on concession

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

(I) the Facilities provided in accordance with Special Condition No. (8) hereof;

(II) office accommodation for watchmen or caretakers or both provided in accordance with Special Condition No. (11) hereof;

- (III) office for the use of the Owners' Corporation or the Owners' Committee provided in accordance with Special Condition No. (13) hereof;
  - (IV) plant room which has been decided by the Building Authority as non-mandatory or non-essential plant room, including but not limited to boiler room, room occupied by machinery or equipment for air-conditioning or heating system, SMATV room (as to which the decision of the Building Authority shall be final and binding on the Purchaser), and pipe duct and air duct connected to such plant room;
  - (V) chimney shaft;
  - (VI) portion of lift shaft which has been decided by the Building Authority as larger lift shaft (as to which the decision of the Building Authority shall be final and binding on the Purchaser);
  - (VII) covered walkway, trellis and horizontal screen not landscaped to the satisfaction of the Building Authority (as to which the decision of the Building Authority shall be final and binding on the Purchaser);
  - (VIII) corridor, lift lobby, balcony, utility platform, and non-structural prefabricated external wall the thickness of which does not exceed 150 millimetres;
  - (IX) void in duplex unit in any building erected or to be erected on the lot, and void in a detached, semi-detached or terraced house erected or to be erected on the lot which is intended for use as a single family residence, and the decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house is intended for use as a single family residence shall be final and binding on the Purchaser; and
  - (X) projection which projects more than 750 millimetres from the external wall of any building erected or to be erected on the lot.
- (ii) In calculating the total gross floor area of the building or buildings erected or to be erected on the lot referred to in sub-clause (d)(i) of this Special Condition, there shall not be taken into account the floor spaces which are excluded from the calculation of the gross floor area of the building or buildings erected or to be erected on the lot in accordance with these Conditions as to which the decision of the Director shall be final and binding on the Purchaser.

No grave or columbarium permitted

(47) 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.

Contracts (Rights of Third Parties) Ordinance

(48) 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 regulations made thereunder and any amending legislation, 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 provisions of this Agreement, any regulations made thereunder and any amending legislation.



For and on behalf of  
**SUCCESS ENERGY LIMITED**

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

Witness to the signature of /  
Execution by the Purchaser

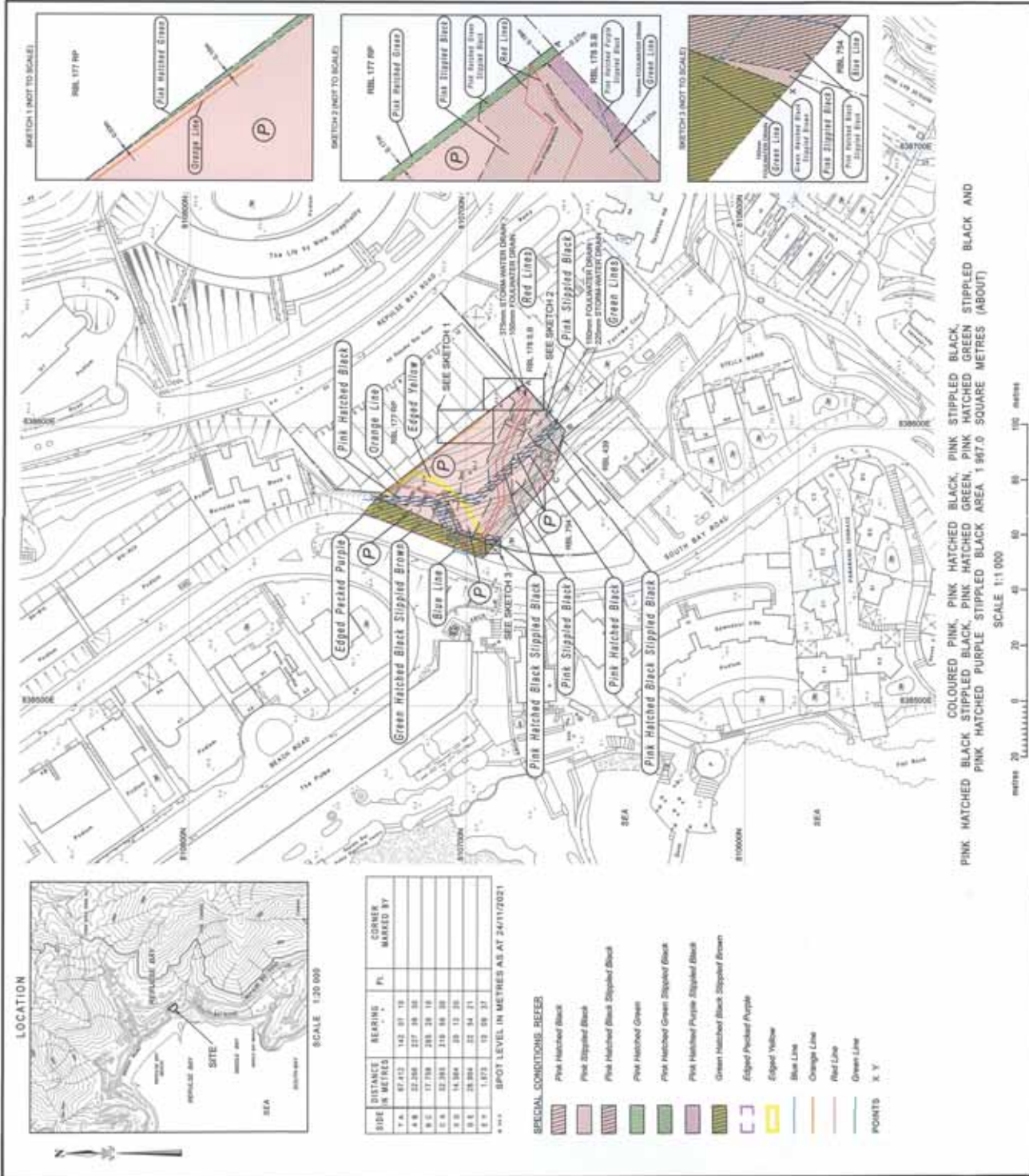
For and on behalf of the  
Chief Executive of the Hong Kong  
Special Administrative Region

Chief Estate Surveyor / Land Supply

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

Dated this ..... day of ..... 2021

OSM: 2019/0261



COLOURED PINK, PINK HATCHED BLACK, PINK STIPPLED BLACK,  
PINK HATCHED BLACK STIPPLED BLACK, PINK HATCHED GREEN, PINK HATCHED GREEN STIPPLED BLACK AND  
PINK HATCHED PURPLE STIPPLED BLACK AREA 1 967.0 SQUARE METRES (ABOUT)

SCALE 1:1 000

PLAN No. HK6394-SP

RURAL BUILDING LOT No. 1203



SIDE IN METRES	BEARINGS	PL	CORNER MARKED BY
7.4	87°43'	142.01	12
4.6	22°58'	217.38	35
9.2	17°58'	205.35	15
8.4	37°35'	319.65	30
8.0	14°54'	29.12	35
8.6	28°24'	22.34	21
8.1	1°27'	19.59	37

SPOT LEVELS IN METRES AS AT 24/11/2021

- SPECIAL CONDITIONS REFER**
- Pink Hatched Black
  - Pink Stippled Black
  - Pink Hatched Black Stippled Black
  - Pink Hatched Green
  - Pink Hatched Green Stippled Black
  - Pink Hatched Purple Stippled Black
  - Green Hatched Black Stippled Brown
  - Edged Pinkish Purple
  - Edged Yellow
  - Blue Line
  - Orange Line
  - Red Line
  - Green Line
- POINTS**  
X, Y

Point	N (m)	E (m)
Y	818752.438	838174.248
A	818579.422	838115.742
B	818658.425	838168.298
C	818888.106	838462.172
N	818682.593	838167.718
D	818774.265	838462.718
E	818752.438	838174.248

CHEUNG HUI-KING, Land Surveyor / RKS  
/ I am Authorized Land Surveyor registered under the Land  
Survey Ordinance (Cap. 471). I 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 and in accordance with the Land Survey  
Regulations / Code of Practice of the Land Survey  
Authority under the above Ordinance, and that this plan  
correctly represents that survey completed on the 22nd day  
of December 2021.

Dated this 22nd day of December 2021

Witness to the signature of /  
Execution by the Land Surveyor

REMARKS:  
(1) \* - Delete as appropriate.  
(2) The previous requirements laid down in the Land Boundary  
Survey Regulations of the Lands Department and the same as  
amended by the Land Survey Authority under the Land Survey  
Ordinance.

Field No.	SALE PLAN REFERENCE	DATE
1	HK6394-SP	Nov 2021

District Survey Office, Hong Kong  
Lands Department  
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RURAL BUILDING LOT No. 1203

PLAN No. HK6394-SP

OSM: 2019/0261



## MEMORANDUM OF AGREEMENT

### BETWEEN

Success Energy Limited

of 26/F., Everbright Centre, 108 Gloucester Road, Wan Chai, Hong Kong (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 Purchaser's tender for the lot described in the foregoing Tender Notice having been accepted at the premium hereunder specified and the Purchaser having paid the sum specified in his tender as an initial deposit and the further deposit (if required) referred to in paragraph 7 of the Tender Notice annexed to the foregoing Conditions of Sale and in part payment of the premium (the receipts of which are hereby acknowledged) hereby agrees to pay 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 purchased
Rural Building Lot No. 1203	As specified in General Condition No. 4	\$1,188,181,800.00

Dated this                      day of    , 20 .

Witness to the signature of/execution by the Purchaser:



Yap Shee Liam

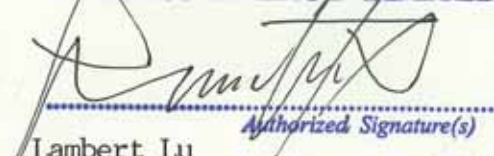
Address 26/F., Everbright Centre,  
108 Gloucester Road,  
Wanchai, Hong Kong

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

\_\_\_\_\_  
Civil servant,  
Lands Department

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

*For and on behalf of*  
**SUCCESS ENERGY LIMITED**

  
*Authorized Signature(s)*

Lambert Lu  
Director

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

\_\_\_\_\_  
Chief Estate Surveyor/Land Supply

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

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AGREEMENT  
AND  
CONDITIONS OF SALE  
OF  
RURAL BUILDING LOT NO. 1203

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**Purchaser** : Success Energy Limited

**Rent** : As specified in General Condition  
No. 4

**Term** : Fifty years from the date of the  
Memorandum of Agreement

Lands Department