



CB(1)424/04-05(03)

12547

S No 12547

CONDITIONS OF SALE
K.I.L No. 11076

OWNER

FIRST STAR DEVELOPMENT LIMITED
(添星發展有限公司)

TERM

Fifty years from the date of the Memorandum
of Agreement

RENT As specified in General Condition No. 4

PREMIUM \$ 583,000,000.00

Entered and Indexed of 28.10.1999

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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 referred to in paragraph 9 hereof at the 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
Kowloon Inland Lot No. 11076	Hung Hom Bay Reclamation Area, Kowloon	As delineated and shown edged red on the plan annexed hereto	27 818 (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.
3. Tenders must be :
 - (a) made 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 Kowloon Inland Lot No. 11076";
 - (c) placed in the Tender Box labelled "Government Secretariat Tender Box" in the lift lobby on the Lower Ground Floor of Central Government Offices (East Wing), Lower Albert Road (at its junction with Garden Road), Hong Kong, before 12 noon on Friday, the 25th day of June 1999. In case a rainstorm black warning or typhoon signal No. 8 or above is hoisted 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

(d) accompanied by three copies of :

- (i) a Statement or Statements giving evidence of the tenderer's financial and technical ability to carry into effect and discharge all the obligations of the Purchaser under the Conditions of Sale including but not limited to full particulars of the parent or the associated company or companies (if any) of the tenderer including the business activities of the said company or companies and of the contractor(s) to be employed for the development of the lot (which contractor must be registered under ISO 9000) including details of their participation (if any) in the Private Sector Participation Scheme, Government and Housing Authority projects and other residential estate development and construction. Particulars of the Authorized Person, Registered Structural Engineer, Mechanical and Electrical Engineer should also be submitted;
- (ii) a Schedule detailing the number, type and area of the residential flats proposed to be provided within the lot together with general specifications of standards of building construction and materials to be used and finishes to be applied, where such are not already specified in the Technical Schedule annexed to the Conditions of Sale and such variations to the specifications laid down in the said Technical Schedule as the tenderer wishes to be considered, it being agreed that such variations upon being approved by the Government shall be deemed to be incorporated in the said Technical Schedule;
- (iii) Master Layout Plans with scales (at 1:2000 for concept plan, 1:1000 for site/block plan, and 1:200 for typical floor plan) showing the tenderer's proposed development on the lot including :
 - (a) the positions, widths and levels of all roads and footpaths, including the position and design of footbridges (if any) together with proposals for the segregation of vehicular and pedestrian traffic and emergency access routes;
 - (b) the positions, levels, dimensions and nature of the buildings proposed to be erected;
 - (c) the extent and nature of the commercial and ancillary facilities proposed to be provided within the lot;
 - (d) schedules setting out the proposed plot ratio and the site coverage of the respective non-domestic and domestic parts of the development together with a description of any floor areas of which it is claimed no account should be taken under the provisions of Building (Planning) Regulation 23(3);
 - (e) schedules setting out the proposed efficiency ratio for each and every floor of the domestic parts of the development;

- (f) adequate diagrams to illustrate the tenderer's proposals to secure compliance with the requirements of the Means of Escape Code under the Buildings Ordinance with the critical dimensions clearly annotated thereon and the requirements of the Buildings Ordinance relating to prescribed windows and indicating the respective distances between neighbouring domestic blocks and between each domestic block and the site boundary;
- (g) the location of all proposed vehicle parking spaces accompanied by details of dimensions thereof and access/circulation space to show that such parking spaces can be established within the lot;
- (h) a description of the general strategy for servicing the various parts of the development, particularly in terms of refuse disposal, goods loading and unloading, delivery of domestic equipment and the delivery of mail;
- (i) details showing the proposals for the following :
 - (i) the estate management office, the owners' committee office and the contractors office;
 - (ii) the kindergarten;
 - (iii) the open space;
 - (iv) the refuse collection chambers;
 - (v) the pedestrian link; and
 - (vi) the footbridge linkas referred to in the Special Conditions annexed hereto;
- (j) a typical floor layout of the residential flats, including the adjacent common parts, showing the main internal dimensions of each room in each type of flat together with the disposition of kitchen furniture including fixtures and fittings viz. sink, cupboards, refrigerator and washing machine, and with adequate detailed dimensions illustrating compliance with the Technical Schedule;
- (k) the landscaping and planting proposals including a description of the treatment to be given to areas of open space;
- (l) lift capacity calculations to illustrate the adequacy of lift services; and
- (m) designs and measures for noise amelioration;
- (iv) a Statement of the time required for :
 - (a) submission of the building plans for the development of the lot to the Building Authority under the provisions of the Buildings Ordinance;
 - (b) approval of the said building plans by the Building Authority under the provisions of the Buildings Ordinance;

- (c) completing the site formation works on the lot;
- (d) completing the foundation works on the lot;
- (e) commencement of the construction of the buildings comprising the development on the lot;
- (f) completing all building or buildings on the lot in a manner fit for occupation; and
- (g) completing the development of the lot, including all buildings, roads, footpaths, car parking spaces, lawns, gardens and all internal and external facilities,

the number of calendar months so indicated for each of the above-mentioned stages of the development becoming the relevant periods for the purposes of Special Condition No. (6) annexed hereto;

(v) a Statement containing details and proposals for the management scheme to be provided under the Conditions of Sale, including inter alia details of the management company, the number of managerial staff to be employed on the lot and their respective roles, proposed management budgets and proposed management fees (both based upon current rather than the anticipated prices at the date of completion), and proposals for management of non-domestic areas and common areas and for cleansing and security arrangements; and

(vi) (a) a Statement showing how the successful tenderer proposes to assign the flats (which assignments shall be carried out in batches rather than all at the one time). Batches of flats are to be restricted to one hundred and fifty (150) each day.

(b) a Statement to indicate how the tenderer proposes to afford access to the flats for the purpose of inspection by the Director of Housing and how the tenderer proposes to effect any necessary remedial works prior to assignment.

4. The Statements, Schedule and Master Layout Plans to be submitted in accordance with paragraph 3(d) hereof must be satisfactory to the Government. In this regard :

- (a) the total number of the calendar months for stages (a) to (f) inclusive in paragraph 3(d)(iv) above shall not exceed the 32 calendar months for completing the building or buildings in accordance with Special Condition No. (6)(a) annexed hereto; and
- (b) all costs and expenses relating to the provision of access for inspection by the Director of Housing in accordance with paragraph 3(d)(vi)(b) above shall be the responsibility of the tenderer.

5. Late tenders will not be accepted. If a tenderer has submitted a tender prior to the date and time as stipulated in paragraph 3(c) hereof and such tenderer is requested by the Government to vary or otherwise amend the terms of his tender then the submission of a varied or otherwise amended tender in accordance with the Government's said request within any period stipulated by the Government for such submission, shall not constitute a late tender.

6. The Government shall have the right to call upon any tenderer to :

- (a) submit a three dimensional model at a scale of 1:500 showing the Tenderer's proposed development on the lot in accordance with the provisions of paragraph 3(d)(iii) above;
- (b) amplify, vary or otherwise amend in writing or otherwise any statement, evidence or details provided in accordance with the provisions of paragraph 3(d)(i) to (vi) above;
- (c) submit thirty additional copies of the documents referred to in paragraph 3(d) above within a specified period, where such additional copies if requested shall be provided free of cost to the Government; and
- (d) change the contractor(s) to be employed for the development of the lot to a contractor or contractors satisfactory to the Government,

prior to the acceptance of any tender.

7. TENDERERS MUST FORWARD WITH THEIR TENDER a cheque or cashier order in a sum equal to 10% of the premium tendered, rounded up to the nearest dollar, made payable to the Government of the Hong Kong Special Administrative Region and drawn on a bank which shall be 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 22nd day of October 1999. All cheques and cashier 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 order submitted therewith will be treated as a deposit towards and applied in part payment of the premium tendered. All other cheques and cashier orders will be returned, within a period of 14 days from the date specified in paragraph 9 below, to the unsuccessful tenderers at the addresses stated in their tenders.

8. (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(s) of the contact person(s) 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 in response to public or media enquiries. The Government reserves the right to announce the said tender results without the need to seek the prior agreement of the tenderers and their parent company (if any).

(d) During the period from the date of submission of the tender until the date of acceptance of the tender, the tenderer shall not permit any transfer or disposal of the beneficial ownership of shares in the tenderer or accept for registration any transfer of those shares which would result in the total number of shares transferred, disposed of or registered during the said period being in excess of 49% of the total number of issued shares of the tenderer.

9. 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 Tender Form not later than the 8th day of October 1999. 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 its Articles of Association, the Memorandum of Agreement in the form annexed to the Conditions of Sale. The Purchaser shall also sign 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 plan.

10. The successful tenderer will be required to instruct one (or more) firm(s) of solicitors whose name(s) appear(s) in the Hong Kong Housing Authority's current panel of solicitors dated the 16th day of April 1999 for Home Ownership Scheme conveyancing, for the purpose of effecting the conveyancing of the private sector participation scheme flats to purchasers. Tenderers may obtain a copy of such current panel of solicitors upon application in writing to the Hong Kong Housing Authority, c/o Rental Housing & Private Sector Participation Scheme Section, Housing Department, 1st Floor, Block 1, Housing Authority Headquarters, 33 Fat Kwong Street, Ho Man Tin, Kowloon.

11. Geotechnical information ("the material") concerning the site can be made available for inspection upon application in writing to the Hong Kong Housing Authority, c/o Geotechnical Engineering Section, Housing Department, 17/F., Tower 1, Grand Century Place, 193 Prince Edward Road West, Mongkok, Kowloon. The material is for the purpose of information only and the Government of the Hong Kong Special Administrative Region and the Hong Kong Housing Authority accept no responsibility for and give no warranty in respect of the accuracy, the precision or the quality thereof.

12. The Planning Brief relating to the lot prepared by the Government can be made available for inspection upon application in writing to the Hong Kong Housing Authority, c/o Rental Housing & Private Sector Participation Scheme Section, Housing Department, 1st Floor, Block 1, Housing Authority Headquarters, 33 Fat Kwong Street, Ho Man Tin, Kowloon. The Planning Brief sets out the Government's ideas regarding development parameters and policy in relation to the planning of the lot. The Planning Brief may assist tenderers in preparing Master Layout Plans, but it does not form part of these Conditions of Tender nor must its contents be considered as superseding or replacing any of the General or Special Conditions contained herein. The Planning Brief is for information only and the Government of the Hong Kong Special

Administrative Region and the Hong Kong Housing Authority accept no responsibility for and give no warranty in respect of the accuracy, the precision or the quality thereof.

13. The tenderer shall submit a Statement or Statements as to their financial ability as stipulated in paragraph 3(d)(i) of this notice. A schedule detailing the required financial information can be made available for inspection upon application in writing to the Hong Kong Housing Authority, c/o Financial Controller (Allocation and Marketing), Housing Department, 4th Floor, Block 2, Housing Authority Headquarters, 33 Fat Kwong Street, Ho Man Tin, Kowloon.

14. The lists of building contractors, lift and escalator contractors, electrical contractors, fire services and water pump contractors, and piling contractors referred to in Special Condition No. (5) annexed hereto are available for inspection upon application in writing to the Hong Kong Housing Authority, c/o Rental Housing & Private Sector Participation Scheme Section, Housing Department, 1st Floor, Block 1, Housing Authority Headquarters, 33 Fat Kwong Street, Ho Man Tin, Kowloon.

15. Tenderers should note that no liability shall be incurred by the Director of Housing in respect of management fees or charges or otherwise in respect of any flat until such time as the relevant assignment has been executed. Further, no liability shall be incurred by any home-owner (as defined in Special Condition No. (62) annexed hereto) of a flat in respect of management fees or charges or otherwise until such time as the assignment of the flat to him has been executed.

16. The Purchaser shall procure from its parent or other associated company (as shall be determined by the Government at its absolute discretion), a written guarantee whereby such company unconditionally and irrevocably :

- (a) guarantees the due and punctual completion of the development of the lot in accordance with the Conditions of Sale and the performance of the Purchaser's other obligations under the Conditions of Sale; and
- (b) covenants to indemnify the Government against all losses, damages, costs and expenses which may be incurred by it by reason of or arising out of any breach or non-performance of any of the Purchaser's obligations under the Conditions of Sale.

The guarantee shall be subject to the laws of the Hong Kong Special Administrative Region in a form to be approved by the Director of Lands (hereinafter referred to as "the Director") and shall be delivered to the Director within fourteen days of the date of the letter notifying the Purchaser of the acceptance of its Tender. If a Purchaser has a parent or associated company incorporated outside of Hong Kong and if required by the Government the Purchaser shall procure within such time as shall be specified in writing by the Director a performance bond or bank guarantee satisfactory to the Government, to be obtained by its parent or associated company. Such bond or guarantee shall be for a sum of HK\$116,900,000.00 and shall be limited to securing the guarantee of the due and punctual completion of the development of the lot.

17. During the period from the date of acceptance of the tender of the Purchaser until the date on which the Director confirms in writing that the whole of the lot has been developed to his satisfaction, the Purchaser shall not permit any transfer or disposal of the beneficial ownership of shares in the Purchaser or accept for registration any transfer of those shares which would result in the total number of shares transferred, disposed of or registered during the said period being in excess of 49% of the total number of issued shares of the Purchaser.

18. Any enquiry in relation to this tender should be addressed to the
Chief Estate Surveyor,
Land Supply and Redevelopment Section,
Lands Department,
19/F, North Point Government Offices,
333 Java Road, North Point, Hong Kong
(Attn: Miss Charley SHUN, Tel. No. : 2231 3364)

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 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.



FORM OF TENDER

Tender for the grant of Kowloon Inland Lot No. 11076 for a term of fifty years commencing from the date of the Memorandum of Agreement annexed hereto 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 hereto (hereinafter referred to as "the Conditions of Sale").

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

I/We FIRST STAR DEVELOPMENT LIMITED (添星發展有限公司)

..... 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 FIVE HUNDRED EIGHTY THREE MILLION ONLY dollars (HK\$ 583,000,000.00) for the term and upon the terms and conditions set forth in the said Tender Notice and the Conditions of Sale.

2. If this Tender is accepted, then until the Memorandum of Agreement referred to in paragraph 9 of the said Tender Notice annexed hereto is 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.

3. A cheque of HK\$ 58,300,000.00 certified good until the 22nd day of October 1999/~~a cashier order for HK\$~~ is forwarded herewith as a deposit and in part payment of the premium if my/our Tender is accepted.

4. If my/our Tender is accepted, I/we will pay the balance of premium in the manner and within the time limit stated in General Condition No. 2 of the Conditions of Sale.

5. I/We understand that the Government of the Hong Kong Special Administrative Region reserves the right to disclose the identity of the successful tenderer and the unsuccessful tenderers and their parent company (if any) and the amount tendered by the successful tenderer and to announce the tender results in accordance with paragraph 8(c) of the Tender Notice.

Dated the 25th day of June, 1999

Signature of Tenderer OR Seal of Tenderer and

Signature(s) of Authorized Officer (s)

Name in block letters

ZEN WEI PEU, DEREK

HIP YUN WING

Address in block letters

23/F., ENTERPRISE SQUARE, 26 NATHAN ROAD,

TSIMSHATSUI, KOWLOON, HONG KONG

Telephone Number 2272 3338

Facsimile Number

2314 8101

Particulars of Parent Company (if appropriate) :

Name in block letters

WAI KEE HOLDINGS LIMITED

Address in block letters

27/F., ENTERPRISE SQUARE, 26 NATHAN ROAD,

TSIMSHATSUI, KOWLOON, HONG KONG

Name of Contact Person(s)

ZEN WEI PEU, DEREK

Telephone Number 2272 3338

Facsimile Number

2272 3399

- 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 a deposit in the amount specified in paragraph 7 of the Tender Notice annexed hereto together with the statement or statements referred to in paragraph 3(d) of the Tender Notice annexed hereto.

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

GENERAL CONDITIONS

Completion
of Tender
Documents

1. (a) Within fourteen days of the date of the letter referred to in paragraph 9 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, the Memorandum of Agreement annexed hereto (hereinafter referred to as "the said Memorandum") for completing the purchase according to these Conditions. The Purchaser shall also sign 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 said Memorandum as Purchaser.

~~(b) The Purchaser will be required to instruct one (or more) firm(s) of solicitors whose name(s) appear(s) in the Hong Kong Housing Authority's current panel of solicitors dated the 16th day of April 1999 for Home Ownership Scheme conveyancing, for the purpose of effecting the conveyancing of the private sector participation scheme flats to purchasers. The Purchaser may obtain a copy of such current panel of solicitors upon application in writing to the Hong Kong Housing Authority, c/o Rental Housing & Private Sector Participation Scheme Section, Housing Department, 1st Floor, Block 1, Housing Authority Headquarters, 33 Fat Kwong Street, Ho Man Tin, Kowloon.~~

Completion
of Sale

2. Within twenty eight days of the date of the letter referred to in paragraph 9 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
premium

3. If the Purchaser shall fail to pay the said balance of 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 a deposit 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 Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited for the time being (hereinafter referred to as "the agreed rate") on the balance of the said premium for the period from the latest date upon which such balance should have been paid in accordance with 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 shall commence from the date of this Agreement until the expiry of the term hereby 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 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 purpose 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 against all actions, proceedings, liabilities, demands, costs, expenses and claims whatsoever arising from any damage caused to adjacent or adjoining land where such damage has, in the opinion of the Director of Lands (hereinafter referred to as "the Director") (whose opinion shall be final and binding upon the Purchaser), arisen out of any development or redevelopment affecting the lot or part thereof or out of any other works which the Purchaser is required to undertake in compliance with these Conditions.

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 in 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 vacant possession of the same to the Government or pay to the Government such sum as the Director in 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) below) in accordance with these Conditions (as defined in General Condition No. 13) :

(i) maintain all buildings in accordance with any approved building plans without variation or modification thereto;

(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 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 works of redevelopment 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 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 purpose of installation and maintenance of the road lighting.

Right to inspect

10. (a) The Purchaser shall throughout the tenancy, at all reasonable times, permit the Director or his authorized representatives, with or without notice, to enter in 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.

Breach of lease conditions

(b) 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 thereon or on such part 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 buildings thereon or any amount expended by the Purchaser in the preparation, formation or development of the lot or otherwise.

Lease

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

(b) The Purchaser shall execute and take up the lease for 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 the Hong Kong Special Administrative Region (hereinafter referred to as "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.

(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 and taken on the date to be specified in a letter to the Purchaser from the Director (hereinafter referred to as "the date of possession").

Restriction on formed level (2) The Purchaser shall not make any alteration or amendment to the existing formed levels of the lot except with the prior written approval of the Director.

Purchaser's proposals (3) (a) Immediately after completion of the purchase in accordance with General Condition No. 1 hereof, the Schedule, Master Layout Plans and the three Statements submitted in accordance with paragraph 3(d)(ii), (iii), (iv), (v) and (vi) of the Tender Notice together with a record of such variations to the specifications laid down in the Technical Schedule annexed hereto as may have been approved by the Government in accordance with paragraph 3(d)(ii) of the Tender Notice (which are expressly incorporated in and made part of these Conditions) shall be signed by the Director and the Purchaser and deposited with the Director. No alterations to the proposals therein shall be made without the prior written consent of the Director and a record of any amendments thereto shall be signed by the Director and the Purchaser and deposited with the Director.

Submission of model (b) The Purchaser shall within three calendar months from the date of the approval of Building Plans referred to in Special Condition No. (6)(b) hereof submit or cause to be submitted by his authorized person (as defined in the Buildings Ordinance, Chapter 123 and hereinafter referred to as "the Authorized Person") to the Director of Housing a three dimensional model at a scale of 1:200 showing the proposed development on the lot in accordance with the Master Layout Plans.

Landscaping proposals and plans (c) (i) The Purchaser shall within six calendar months from the date of this Agreement and prior to the commencement of any building works on the lot submit or cause to be submitted to the Director for his written approval detailed proposals and landscape plans (hereinafter referred to as "the landscaping proposals and plans") for the landscaping of the lot. The landscaping proposals and plans shall be prepared by a qualified landscape architect or consultant and shall include illustrations and plans (at a scale of 1:500 or greater) together with such other information as the Director may require and in particular shall include the following :

- I. details of schemes for the planting of trees, flowers, bushes, shrubs, grass and other vegetation;
- II. details of proposed finished levels, pavings and planting together with schedules of proposed finishes, materials and plant materials;
- III. details of proposed outdoor structures, furniture and boundary walls if any;
- IV. details of the proposed open space areas and recreational facilities including children's play equipment required under Special Condition No. (16) hereof;
- V. details of a scheme for the maintenance, throughout the term hereby agreed to be granted, of all the items referred to in sub-clauses (c)(i)I to IV of this Special Condition and for the landscaped areas shown on the landscaping proposals and plans within the lot and of the phasing or staging (if any) and completion dates of all such construction and landscaping works.

(ii) The landscaping proposals and plans as approved by the Director under sub-clause (c)(i) of this Special Condition (hereinafter referred to as "the Approved Landscaping Proposals") shall be signed by the Director and the Purchaser and a signed copy thereof shall be deposited with the Director. The Approved Landscaping Proposals shall not be amended, varied, altered, modified or substituted for without the prior written approval of the Director. A record of any approved amendment, variation, alteration, modification or substitution shall in each case be signed by the Director and the Purchaser and shall be deposited in each case with the Director.

Maintenance
of the
landscaping
area

(d) (i) The Purchaser shall landscape the lot in all respects in accordance with the Approved Landscaping Proposals to the satisfaction of the Director.

M/L (ii) The Purchaser shall throughout the term agreed to be granted at his own expense after completion of the landscaping keep all landscaped areas within the lot well cultivated, managed and maintained to the satisfaction of the Director and under the supervision of a qualified landscape architect or consultant.

Items in
Tender
Notice form
part of these
Conditions

No building
works until
building
plans
approved

Employment
of contractors

ML (e) Paragraphs 8(d), 10, 15, 16 and 17 of the Tender Notice are expressly incorporated in and made part of these Conditions.

(4) No building, landscaping or other works (other than site formation works if required) shall be commenced on the lot or on any part thereof until the Building Plans referred to in Special Condition No. (6)(b) hereof have been approved by the Building Authority and the Director and the landscaping proposals and plans referred to in Special Condition No. (3)(c) hereof have been approved by the Director.

(5) (a) The Purchaser shall employ a main contractor on Group NW2 of the Building (New Works) category of the Hong Kong Housing Authority List of Building Contractors and who is included in the Hong Kong Housing Authority List Management Committee's list of eligible contractors for the purpose of executing the works and services and coordinating all ancillary works to be executed by specialist contractors or suppliers in connection with the development of the lot.

(b) The Purchaser shall not change the main contractor employed under sub-clause (a) of this Special Condition without the prior written approval of the Director of Housing.

(c) The Purchaser shall employ one or more contractors with confirmed status in Group L and Group E of the Hong Kong Housing Authority List of Lift and Escalator Contractors for the installation and maintenance of all lifts and escalators in the building or buildings erected or to be erected on the lot.

(d) The Purchaser shall employ one or more contractors on the Hong Kong Housing Authority List of Electrical Contractors for the installation and maintenance of all electrical security, communal aerial broadcast distribution and public address systems in the building or buildings erected or to be erected on the lot.

(e) The Purchaser shall employ one or more contractors on the Hong Kong Housing Authority List of Fire Services and Water Pump Contractors for the installation and maintenance of all fire services and water pumping systems in the building or buildings erected or to be erected on the lot.

(f) In connection with the execution of piling works in the development of the lot the Purchaser shall employ a contractor on the Hong Kong Housing Authority List of Approved Contractors for Large Diameter Bored Piling Work for Housing Authority for the installation and maintenance of large diameter bored cast in-situ concrete piles, or, a contractor on the List of Approved Suppliers of Materials and Specialist Contractors for Public Works for Land Piling (Group II) for the installation and maintenance of piles other than large diameter bored cast in-situ concrete piles. The Purchaser shall employ a contractor satisfying both Lists in the event of the installation and maintenance of both types of piles in the development of the lot.

Building
covenant

M/L (6) (a) The Purchaser shall develop the lot by the erection thereon of a building or buildings, ancillary works or facilities complying with these Conditions and in all respects to the satisfaction of the Director and in accordance with the Schedule and the Master Layout Plans submitted in accordance with paragraph 3(d)(ii) and (iii) of the Tender Notice, the Approved Landscaping Proposals and the specifications as laid down in the Technical Schedule annexed hereto subject to any variations thereto which may be approved by the Government in accordance with paragraph (3)(d)(ii) of the Tender Notice, and complying and in accordance with all Ordinances, byelaws 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 expiration of 32 calendar months from the date of possession or within the time limit in the Statement lodged in accordance with paragraph 3(d)(iv) of the Tender Notice for completion of all building or buildings on the lot in a manner fit for occupation if the time limit is earlier than the expiration of 32 calendar months from the date of possession.

Building
plans

(b) The Purchaser shall submit Building Plans for the development of the lot to the Building Authority for its approval which plans shall also be subject to the written approval of the Director and shall in all respects comply with the Master Layout Plans submitted in accordance with paragraph 3(d)(iii) of the Tender Notice, and the Purchaser shall after having received the approval of the Building Authority and the Director to the said Building Plans, complete site formation on the lot (if required), complete foundation works on the lot, commence construction of the building or buildings on the lot and complete the said building or buildings in a manner fit for occupation and complete the whole development of the lot within the time limits respectively stipulated in the Statement lodged in accordance with paragraph 3(d)(iv) of the Tender Notice.

Number and sizes of units

(c) In compliance with sub-clause (a) of this Special Condition, the Purchaser shall build and complete upon the lot not less than 2,450 and not more than 2,600 residential flats ranging in saleable area from 35 square metres to 55 square metres each provided that of the total number of residential flats so built and completed :

(i) 19-21% shall have a saleable area ranging from 35 to 40 square metres;

(ii) 19-21% shall have a saleable area ranging from 40.1 to 45 square metres;

(iii) the remainder shall have a saleable area ranging from 50 to 55 square metres; and

(iv) not less than 58% shall contain 3 bedrooms.

and that the number of residential flats in each and every floor in the domestic parts of the development shall not exceed 10.

Efficiency ratio

(d) The efficiency ratio of each and every residential floor shall not exceed 86%.

Construction of 'sample' flats and 'sample' lift lobby

(e) The Purchaser shall, within four calendar months from the date of the commencement (as to which the decision of the Director of Housing shall be final) of the construction of the superstructure of the lowest level of the residential flats referred to in sub-clause (c) of this Special Condition, complete one each of the three types of the residential flats specified in the said sub-clause (c) and a residential lift lobby in accordance with these Conditions and in all respects to the satisfaction of the Director of Housing which flats and residential lift lobby shall thereafter serve as standards of workmanship and materials for all remaining residential flats and residential lift lobbies which are required to be constructed, completed and made fit for occupation in accordance with these Conditions, and the consent of the Director under Special Condition No. (27)(b)(i) hereof to assign or enter into any agreements to assign will not be given until the said flats and lift lobby have been completed to the satisfaction of the Director of Housing.

User

(7) (a) Subject to these Conditions, the lot or any part thereof shall not be used for any purpose other than for non-industrial (excluding hotel, service apartments, cinema and godown) purposes.

User of
buildings

(b) Without prejudice to the generality of sub-clause (a) of this Special Condition, no building or part of any building erected or to be erected on the lot shall be used for any purpose other than that for which it is designed, constructed and intended to be used in accordance with these Conditions, the Master Layout Plans and the Occupation Permit issued therefor by the Building Authority under the Buildings Ordinance, any regulations made thereunder and any amending legislation. In particular, any basement constructed on the lot shall not be used for any purpose other than for the parking of licensed motor vehicles, installation of plant, equipment or machinery and providing air conditioning, ventilation, heating, electrical or other services for any building erected or to be erected on the lot. For the avoidance of doubt no residential flats will be permitted on the podium deck level, if any, of the building or buildings erected or to be erected on the lot, it being agreed that the said podium deck level shall only be used for non-domestic purposes.

Offensive
trades

(c) The Purchaser shall not use, exercise or follow or permit or suffer to be used, exercised or followed in or upon the lot or any part thereof or any building erected or to be erected thereon or any part of such building any trade or business which in the opinion of the Director is noisy, noisome or offensive.

Exception
and
reservation to
Government

(8) (a) The lot is hereby granted subject to an exception and reservation unto the Government of the area at and below the level of 14.2 metres above the Hong Kong Principal Datum within that part of the lot shown cross-hatched black on the plan annexed hereto (hereinafter referred to as "the Reserved Area") for the purpose of a public road to be known as "Hung Hom Bypass". The Purchaser shall have no right, or title to the ownership possession or use of the Reserved Area except as hereinafter provided.

(b) Neither the Purchaser nor any other person shall have any right or claim to compensation against the Government whatsoever whether under any enactment or otherwise in respect of the rights hereby reserved by sub-clause (a) of this Special Condition or in respect of or as a consequence of the use of the Reserved Area as a public road for vehicular and pedestrian traffic.

Purchaser's
right of
support

(c) (i) Throughout the term of the lease hereby agreed to be granted the Purchaser shall have the right to erect, construct, maintain and repair to the satisfaction of the Director within the portion of the Reserved Area shown by a brown line on the plan annexed hereto such columns and structures (hereinafter referred to as "the Columns and Structures") as are necessary for the support of the elevated deck erected or to be erected over the area shown cross-hatched black on the plan annexed hereto in

accordance with Special Condition No. (9) hereof to such specifications, design (including the layout) and construction programme as the Director may approve.

- (ii) No construction of the Columns and Structures shall be commenced within the Reserved Area until the said approval shall have been obtained.

Purchaser's
right of
access

- (d) (i) Throughout the term of the lease hereby agreed to be granted the Purchaser and his contractors and workmen with or without machinery shall have the right of free access to the Reserved Area on giving at least 28 days prior notice in writing to the Director (except in case of emergency), for the purpose of :-

(I) constructing, inspecting, maintaining, repairing and cleansing the elevated deck referred to in Special Condition No. (9)(a)(i) hereof and the Columns and Structures;

(II) constructing the ventilation system and the lighting system referred to in Special Condition No. (9)(b) hereof, and

(III) operating and maintaining the said ventilation system and the lighting system until such time as the same shall have been delivered by the Purchaser to the Government in accordance with Special Condition No. (9)(b)(i)(I) hereof.

- (ii) In carrying out the construction, inspection, maintenance, repair and cleansing works referred to in sub-clause (d)(i) of this Special Condition, the Purchaser shall not without the prior consent of the Director interfere with the construction of the Hung Hom Bypass and traffic whether vehicular or pedestrian using the Hung Hom Bypass. In addition, the Purchaser shall also take such precautions as to prevent any damage to the Hung Hom Bypass, and shall at his own expense and to the satisfaction of the Director make good any damage to the Hung Hom Bypass caused by the Purchaser in carrying out the construction, inspection, maintenance, repair and cleansing works as aforesaid.

- (iii) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (d)(ii) of this Special Condition, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Purchaser.

Construction
of the
elevated deck

- (9) (a) (i) Upon development or re-development of the lot or any part thereof, the Purchaser shall at his own expense and in all respects to the satisfaction of the Director construct an elevated deck as a traffic noise mitigation measure above the level of 14.2 metres above the Hong Kong Principal Datum within the area shown cross-hatched black on the plan annexed hereto (hereinafter referred to as "the elevated deck") and the Columns and Structures in accordance with these Conditions (including the provision and construction of such associated staircases, landings, internal and external fittings and fixtures, lighting and any structure or equipment to give pedestrian access to and from the building or buildings erected or to be erected on the lot as the Director in his sole discretion may consider necessary). In constructing the elevated deck, the Purchaser shall incorporate therein such structures and equipment as shall be required by the Director so as to enable maintenance, repair and cleansing works for the elevated deck to be carried out by the Purchaser without causing interruption to or closure of the Hung Hom Bypass to both pedestrian and vehicular traffic or either of them.
- (ii) The elevated deck shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation.
- (iii) The design, disposition and height of the elevated deck shall be subject to the prior approval in writing of the Director.
- (iv) The elevated deck and all structures ancillary or appertaining thereto or forming part thereof shall be constructed and fitted out in accordance with such construction programme, in such manner, to such standards and specifications and with such materials (hereinafter collectively referred to as "the construction programme, standards and specifications") as the Director

shall approve in writing. No construction of the elevated deck and the structures ancillary or appertaining thereto or forming part thereof shall be commenced on the lot until :-

- (I) approval in writing of the Director to the construction programme, standards and specifications has been obtained;
- (II) the Purchaser has been notified in a letter from the Director that the Hung Hom Bypass has been constructed, formed, surfaced and is suitable for use by traffic; and
- (III) temporary measures for ventilation of the section of the Hung Hom Bypass within the Reserved Area as required by the Director have been constructed and provided by the Purchaser at his own expense in such manner and positions, with such materials and to such standards, designs and levels as may be required and approved by the Director and are operating to the satisfaction of the Director provided that the Director may by notice in writing to the Purchaser waive this requirement of temporary ventilation measures.

Construction
of the
ventilation
system

- (b) (i) Prior to the date in the approved construction programme referred to in sub-clause (a)(iv) of this Special Condition for the completion of the elevated deck :-

- (I) the Purchaser shall at his own expense and in all respects to the satisfaction of the Director construct, install and provide a ventilation system or systems (hereinafter referred to as "the ventilation system") for the ventilation of that section of the Hung Hom Bypass within the Reserved Area in such manner and positions, with such materials and to such standards, designs and levels as the Director may approve.

Construction
of the
lighting
system

- (II) the Purchaser shall at his own expense and in all respects to the satisfaction of the Director construct, install and provide a day-time lighting and enhancement night-time lighting system or systems (hereinafter referred to as "the lighting system") on, to and under the elevated deck in such manner and positions, with such materials and to such standards, designs and levels as the Director may approve.

- (ii) (I) The Purchaser shall at his own expense operate and maintain the ventilation system and the lighting system to the satisfaction of the Director until such time as the ventilation system and the lighting system shall have been delivered by the Purchaser to the Government. The ventilation system and the lighting system shall be deemed to have been delivered to the Government on the date of a letter from the Director indicating that they have been completed to his satisfaction.
- (II) The Purchaser shall indemnify and keep indemnified the Government against all liabilities, claims, costs, demands, charges, damages, actions or proceedings of whatever nature arising out of or in connection with any defects, wants of repair, imperfections, breakdown or faults in the ventilation system and the lighting system which may exist at the date of delivery by the Purchaser of the ventilation system and the lighting system, or which shall occur or become apparent within a period of 365 days from and including the date of the delivery of the ventilation system and the lighting system by the Purchaser to the Government (referred to in this Special Condition as "the defects liability period").
- (III) Whenever required by the Director, the Purchaser shall at his own expense and within the defects liability period or as soon as practicable thereafter and to such standard and in such manner as may be specified by the Director carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown or faults in the ventilation system and the lighting system which shall occur or become apparent within the defects liability period. Where the Director requires such rectification works to be carried out urgently, the Purchaser shall carry out such works in compliance with such terms (including the time limit or limits for completion of the works) contained in the notice served by the Director as the Director may consider necessary and reasonable in the circumstances.

- (IV) The Director may, at all times before the expiry of the defects liability period, cause any inspections to be carried out in respect of the ventilation system and the lighting system for the purpose of identifying any defects, wants of repair, imperfections, breakdown or faults which may be evident. The Director reserves the right to serve upon the Purchaser at any time during the defects liability period and any time within 14 days after the expiry of the defects liability period a Schedule or Schedules of Defects specifying any identified defects, wants of repair, imperfections, breakdown or faults which may be evident in the ventilation system and the lighting system and the Purchaser shall at his own expense cause all necessary works to be carried out so as to remedy and rectify the same within the defects liability period or as soon as practicable thereafter and to such standard and in such manner as may be specified by the Director. Where the Director requires such rectification works to be carried out urgently, the Purchaser shall carry out such works in compliance with such terms (including the time limit or limits for completion of the works) contained in the notice served by the Director as the Director may consider necessary and reasonable in the circumstances.
- (V) If the Purchaser shall fail to carry out any of the works referred to in sub-clauses (b)(i), (b)(ii)(III) and (b)(ii)(IV) of this Special Condition, then any such works may be carried out by the Government and all costs and charges incurred in connection therewith by the Government as certified by the Director (whose decision shall be final and binding upon the Purchaser) shall on demand be paid by the Purchaser.
- (VI) For the purpose of this Special Condition only, the expression "Purchaser" shall exclude his assigns.
- (ii) The Purchaser shall not disturb, re-locate or remove the ventilation system and the lighting system or any part thereof without the prior written consent of the Director, who may in giving consent impose such conditions (including the re-provisioning of the ventilation system and the lighting system or part thereof) as the Director sees fit.

It being agreed that upon the commencement of the construction work of the elevated deck and prior to the operation of the lighting system, the Purchaser shall at his own expense provide, operate and maintain a temporary lighting system in such position, manner and to such standard and design to the satisfaction of the Director and shall, upon the operation of the temporary lighting system at his own expense remove any existing street lights as shall be specified by the Director to the satisfaction of the Director. In the event of the non-fulfilment of the Purchaser's obligation under this Special Condition, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Purchaser.

Cleansing of
the elevated
deck

(c) The Purchaser shall at all times throughout the period during which the elevated deck is in existence be solely responsible for all cleansing works of the Columns and Structures and the elevated deck (including but not being limited to the underside of the elevated deck and the walls and supports of the elevated deck). Such works shall be carried out by the Purchaser at his own expense and in all respects to the satisfaction of the Director.

Repair and
maintenance
of the
elevated deck

(d) The Purchaser shall at all times throughout the period during which the elevated deck is in existence keep and maintain at his own expense the Columns and Structures and the elevated deck in good repair and condition and in all respects to the satisfaction of the Director. The Purchaser shall carry out all works pursuant to this sub-clause at his own expense and in all respects to the satisfaction of the Director.

Government
access to the
elevated deck

(e) The Purchaser shall at all reasonable times throughout the period during which the elevated deck is in existence permit the Director and his duly authorised officers free ingress and egress to and from the lot and the elevated deck to view the state and condition of the elevated deck and of all defects and wants of repair or maintenance then and there found and to give notice in writing to the Purchaser who shall within such time limit as may be imposed by the Director repair and make good the same in accordance with such notice and the Purchaser's obligations in that behalf therein contained.

No alteration
or addition

(f) No alteration of or addition to the elevated deck or any part thereof shall be made without the prior consent in writing of the Director.

No
advertising

(g) The Purchaser shall not exhibit or permit or suffer to be exhibited on the exterior of the elevated deck or any part thereof including the walls and supporting columns thereof any signs, notices, posters or advertisements whatsoever except such directional signs as the Director may approve or require.

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

(i) (i) The Purchaser shall at all times take such precautions as in the opinion of the Director are necessary to prevent any damage to the Hung Hom Bypass or to any vehicles within the Reserved Area or any loss, injury or death to any person within the Reserved Area as a result of the construction, cleansing, repair, maintenance, alteration, removal, use of or addition to the elevated deck and the Columns and Structures or any part thereof.

Indemnity

(ii) The Purchaser shall indemnify and keep indemnified the Government and its officers and workmen from and against all liabilities, costs, claims, demands, charges, damages, actions or proceedings of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Purchaser, his agents, servants, workmen and contractors relating to the construction, cleansing, repair, maintenance, alteration, removal, use of or addition to the elevated deck and the Columns and Structures or any part thereof.

(iii) With a view to affording the Government a proper assurance of the Purchaser's due performance of and compliance with all the obligations, terms and conditions on the part of the Purchaser to be performed and complied with under sub-clause (i)(ii) of this Special Condition, the Purchaser shall at his own expense insure with an insurance company approved by the Director against any risk as may be required by the Director in connection with the construction, cleansing, repair, maintenance, alteration, removal, use of or addition to the elevated deck and the Columns and Structures or any part thereof in such amount or amounts as the Director may from time to time approve or require. The Purchaser shall when required by the Director so to do produce the policies and receipts for payment of the premium or premia for inspection.

- Purchaser's works within the Reserved Area
- (10) Notwithstanding any provisions in these Conditions, the Purchaser shall not, unless otherwise agreed in writing by the Director, commence any works within the Reserved Area until the Hung Hom Bypass has been constructed, formed, surfaced and is suitable for use by traffic. A letter from the Director stating that the Hung Hom Bypass has been constructed, formed, surfaced and is suitable for use by traffic shall be conclusive evidence thereof. The Government intends that the Hung Hom Bypass shall be constructed, formed, surfaced and made suitable for use by traffic on or before 31 August 1999 but the Purchaser accepts that there may be delay in the completion of the construction, formation and surfacing of the Hung Hom Bypass and shall not make any claim or objection whatsoever against the Government or the Director in respect of the road works relating to the Hung Hom Bypass and shall not make any claim whatsoever against the Government or the Director in respect of any loss or damage which may arise from the delay in the completion of the construction, formation and surfacing of the Hung Hom Bypass.
- Restrictions on development or redevelopment
- (11)(a) The lot or any part thereof shall not be developed or redeveloped except in accordance with these Conditions, the Master Layout Plans and the Approved Landscaping Proposals and no building or structure which is not shown on the Master Layout Plans and the Approved Landscaping Proposals shall be erected, constructed or maintained on or within the lot.
- (b) Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 7) of the lot or any part thereof :
- Total gross floor area (private residential)
- (i) the total gross floor area of any building or buildings erected or to be erected on the lot designed and intended to be used for private residential purposes shall not exceed 144,300 square metres;
- Total gross floor area (other than private residential)
- (ii) the total gross floor area of any building or part of any building erected or to be erected on the lot designed and intended to be used for non-industrial (excluding hotel, service apartments, cinema and godown) purposes other than private residential, shall not exceed 3,000 square metres;
- Height
- (iii) no part of any building or buildings or other structure erected or to be erected on the lot including any addition or fitting to such building or buildings or structure (if any) shall exceed the height limit or limits specified pursuant to the Hong Kong Airport (Control of Obstructions) Ordinance Cap. 301 and any amending legislation;
- ADD

Compliance with Buildings Ordinance (iv) any building or buildings erected or to be erected on the lot shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation; and

Compliance with the Town Planning Ordinance (v) 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 and any amending legislation.

Restrictions on the use of hand-dug caissons M/L (12) Hand-dug caissons shall not be used except with the prior written approval of the Director of Housing.

Design of ground floor slabs M/L (13) All ground floor slabs of any building or buildings to be erected on the lot which are designed and intended for the use referred to in Special Condition No. (7)(a) hereof shall be designed and constructed as suspended ground floor slabs supported on structural elements of the said building or buildings provided that the ground floor slabs within such building or buildings intended for the parking of private cars or goods vehicles need not be suspended as aforesaid but their design shall be subject to the prior written approval of and their construction shall be to the satisfaction of the Director of Housing.

Estate Management Office, Owners' Committee Office and Contractors Office M/L (14) The Purchaser shall at his own expense and to the satisfaction of the Director provide within the lot one Owners' Committee Office (hereinafter referred to as "the Owners' Committee Office") having a gross floor area of not less than 38 square metres and not more than 42 square metres; an Estate Management Office (hereinafter referred to as "the Estate Management Office") having a gross floor area not less than 140 square metres and not exceeding 170 square metres; and a combined office for the cleansing contractor and the maintenance contractor (hereinafter referred to as "the Contractors Office") having a gross floor area not less than 30 square metres and not exceeding 35 square metres which offices shall be furnished and fitted out to the satisfaction of the Director of Housing and shall serve the whole of the development on the lot provided that:

- (a) the Owners' Committee Office shall not be used for any purpose other than for the purposes of meetings and administrative work of the Owners' Committee; the Estate Management Office shall not be used for any purpose other than for the purposes of management of the building or buildings and other facilities erected or to be erected on the lot; and the Contractors Office shall not be used for any purpose other than for the purposes of maintenance and cleansing of the building or buildings and other facilities erected or to be erected on the lot; and
- (b) the Owners' Committee Office, the Estate Management Office and the Contractors Office shall form part of the common areas of the building or buildings and other facilities erected or to be erected on the lot, and no undivided shares shall be allocated thereto.

The area so provided for the Owners' Committee Office, the Estate Management Office and the Contractors Office will not be taken into account for the purpose of calculating the maximum total gross floor area stipulated in Special Condition Nos. (11)(b)(i) and (11)(b)(ii) hereof.

Kindergarten

(15) The Purchaser shall at his own expense and to the satisfaction of the Director provide within the lot accommodation for a kindergarten comprising 6 classrooms and other ancillary facilities having a total gross floor area of not less than 640 square metres which kindergarten shall be operated in all respects to the satisfaction of the Director of Education. The area so provided for the kindergarten will not be taken into account for the purpose of calculating the maximum total gross floor area stipulated in Special Condition Nos. (11)(b)(i) and (11)(b)(ii) hereof.

Open Space

(16) The Purchaser shall at his own expense and to the satisfaction of the Director provide within the lot areas of open space of not less than 0.86 hectare. The said open space shall not be used for any purpose other than recreational purposes for the proper use and enjoyment of the lot by the residents and occupants of the building or buildings erected or to be erected on the lot and their bona fide guests or visitors. The said open space shall be located, formed, serviced, landscaped, planted, treated and provided with such equipment and facilities as the Director may require and in all respects to his satisfaction. The said open space shall be so formed, constructed and designed that it shall provide an area of not less than 0.57 hectare for active recreational purposes. The remaining area of not less than 0.29 hectare of the said open space shall be used for passive recreational purposes.

Refuse
collection
point

(17) The Purchaser shall at his own expense and to the satisfaction of the Director of Urban Services construct, provide and maintain a refuse chute system within each main building, a refuse collection chamber within the lot in the scale as set out in the schedule to the Building (Refuse Storage Chambers and Chutes) Regulations 1984 together with an adjoining site having an area of not less than 16.0 metres x 8.5 metres to accommodate a refuse collection vehicle together with adequate space for the manoeuvring of refuse collection vehicles. The refuse collection chamber and the access way therefrom and thereto shall have a minimum headroom of 4.9 metres. Such space for the refuse collection chamber shall not be taken into account for the purpose of calculating the maximum total gross floor areas stipulated in Special Conditions Nos. (11)(b)(i) and (11)(b)(ii) hereof.

Pedestrian
link

(18)(a) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such segregated pedestrian ways or paths (together with such stairs, ramps and escalators as the Director in his absolute discretion may require) for the purposes as hereinafter specified in sub-clause (b) of this Special Condition at such positions, in such manner, with such materials and to such standards, levels, alignments and designs as the Director shall approve.

(b) The segregated pedestrian ways or paths referred to in sub-clause (a) of this Special Condition shall follow the shortest possible routes and shall be covered, illuminated, landscaped, provided with litter bins and so constructed and designed as to :

- (i) link up each and every building to be erected on the lot at such locations and levels of the building as the Director shall approve;
- (ii) link up all the major facilities within the lot including the shops, residential blocks, open space and community facilities provided thereon;
- (iii) provide a link or links to the future footbridges shown and marked "PROP FB 1", "PROP FB 2", "PROP FB 3" and "PROP FB 4" on the plan annexed hereto (hereinafter collectively referred to as "the Footbridges");
- (iv) provide direct connection with such community and open space facilities adjoining the lot as the Director may require; and
- (v) cater for the use thereof by the disabled.

(c) The Purchaser shall throughout the whole term hereby agreed to be granted maintain at his own expense the pedestrian ways or paths (together with such stairs, ramps, escalators, landscaped work, lighting and litter bins) required to be provided under this Special Condition in good and substantial condition and repair to the satisfaction of the Director.

Footbridge
link

(d) Upon development or re-development of the lot or any part thereof:-

- (i) the Purchaser shall within such time limit as shall be specified by the Director at his own expenses and in all respects to the satisfaction of the Director provide a covered footbridge link within the area shown stippled black on the plan annexed hereto (hereinafter referred to as "the footbridge link") to such design and standard, with such materials, at such heights and level and of such width, length, alignment and disposition as shall be approved by the Director to connect the building or buildings to be erected on the lot and the proposed footbridge shown and marked "PROP FB 2" on the plan annexed hereto.
- (ii) the Purchaser shall when providing the footbridge link in accordance with sub-clause (d)(i) hereof provide and identify supports in the structure of the building or buildings to be erected on the lot that are in the opinion of the Director capable of accepting the loadings from the footbridge link. Furthermore the level above the Hong Kong Principal Datum of the seating which will support the said footbridge link shall be subject to the approval of the Director.
- (iii) the Purchaser shall at his own expense maintain the footbridge link to the satisfaction of the Director until such time as the footbridge link shall have been delivered by the Purchaser to the Government. The footbridge link shall be deemed to have been delivered to the Government on the date of a letter from the Director indicating that it has been completed to his satisfaction.

Footbridge
supports

(e) Upon development or re-development of the lot or any part thereof, the Purchaser shall at his own expense and in all respects to the satisfaction of the Director reserve sufficient space and within such time limit or limits as shall be specified by the Director provide adequate structural supports together with such footbridge connections as may be required by the Director (hereinafter collectively referred to as "the footbridge supports") at the perimeters of the building or buildings erected

or to be erected on the lot between points P and Q, points T and U and points V and W as shown and marked on the plan annexed hereto at such level or levels as shall be approved by the Director and of such capacity as in the opinion of the Director shall be capable of accepting the loadings from the proposed footbridges shown and marked "PROP FB 1", "PROP FB 3" and "PROP FB 4" on the plan annexed hereto (hereinafter collectively referred to as "the Proposed Footbridges") to receive the Proposed Footbridges. In particular, the Purchaser shall within 18 calendar months from the date of possession and in all respects to the satisfaction of the Director complete the footbridge supports between points P and Q as shown on the plan annexed hereto to receive the proposed footbridge shown and marked "PROP FB 1" on the plan annexed hereto.

Right of connection

(f) (i) There is reserved to the Government and the owners of the adjacent or neighbouring lots duly authorized by the Government throughout the whole of the term hereby agreed to be granted free of all costs and charges whatsoever a right to connect the Proposed Footbridges with the building or buildings erected or to be erected on the lot at the points P and Q, T and U, and V and W shown and marked on the plan annexed hereto and for such purpose a right to enter into and upon the lot or any part thereof with contractors and workmen with or without tools, equipment or machinery.

Temporary closure

(ii) When called upon to do so by the Director, the Purchaser shall at his own expense and in all respects to the satisfaction of the Director execute such necessary works as shall be required or approved by the Director for the temporary closure of any opening in the building or buildings erected or to be erected on the lot to be connected to the Proposed Footbridges. The Purchaser shall at all times while the said openings are temporarily closed maintain at his own expense the temporary closure to the satisfaction of the Director.

No guarantee

(iii) For the avoidance of doubt, the Purchaser hereby acknowledges and agrees that the Government in no way warrants that the Proposed Footbridges will be constructed in the future and shall be under no liability whatsoever to the Purchaser for any loss or damage howsoever arising in connection therewith or as a consequence thereof if the Proposed Footbridges are not constructed.

(g) The Director and his officers, agents and licensees, his or their contractors and workmen with or without tools, equipment or machinery shall at all reasonable times throughout the whole of the term hereby agreed to be granted have the right of free ingress, egress and regress to and from the lot for the purpose of inspecting and maintaining the Footbridges.

(h) The Director and his officers, agents and licensees, his or their contractors and workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser arising out of or incidental to the exercise by him or them of the right of ingress, egress and regress conferred under sub-clauses (f)(i) and (g) of this Special Condition, and no claim shall be made against him or them by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

24 hour
pedestrian
way

(i) The Purchaser shall provide at such level and with such alignment in the building or buildings erected or to be erected on the lot as may be approved by the Director and keep open 24 hours a day a free public pedestrian way passage of not less than 6.0 metres wide so as to link up the Footbridges and the adjacent public footpaths.

No dedication

(j) It is expressly agreed and declared that the obligation on the part of the Purchaser contained in this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Purchaser expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

Drying areas

(19) Any external laundry spaces to be provided for the residential units of the building erected or to be erected on the lot shall be recessed with the building and no drying facilities shall be permitted to protrude beyond the outer face thereof except with the approval of the Director.

Concealed
pipework

(20) The Purchaser shall conceal all external drainage and other pipework to the satisfaction of the Director.

Self-
cleansing
material for
external wall

(21) All building material used or to be used for the external walls of any building or buildings to be erected on the lot shall be capable of self-cleansing.

Watchmen's
and
caretakers'
offices

(22) Watchmen's or caretakers' office accommodation may be provided within the lot provided that:

- (a) 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; and
- (b) such accommodation shall not be used for any purpose other than office accommodation of watchmen or caretakers employed on the lot.

Such accommodation, if the gross floor area thereof does not exceed 5 square metres for every 50 flats or part thereof erected or to be erected on the lot or 5 square metres for every residential block erected or to be erected on the lot, whichever calculation provides the greater amount of such accommodation, shall not be taken into account for the purpose of calculating the maximum total gross floor area stipulated in Special Condition Nos. (11)(b)(i) and (11)(b)(ii) hereof.

No hawkers

(23) The Purchaser shall not permit or suffer any hawker to carry on business within the lot and the footbridge link referred to in Special Condition No. (18)(d) and shall remove therefrom any hawker found to be so doing. Notices to the effect that hawking is prohibited within the lot shall be displayed prominently by the Purchaser near all entrances to the lot. For the purposes of these Conditions, "hawker" shall be as defined in Section 2 of the Public Health and Municipal Services Ordinance (Chapter 132) provided that for the purpose of this Special Condition the words "in any public place" shall be omitted from paragraph (a) of such definition and shall be substituted by the words "within the lot other than any part thereof permitted to be used for commercial purposes in accordance with these Conditions."

No
advertisement

(24) The Purchaser shall not exhibit or allow or suffer to be exhibited on the lot or any part thereof or on the exterior of any building or buildings or other structure or structures erected or to be erected thereon or any part thereof any placard poster sign or advertisement without the prior written consent of the Director.

Nomination
of home-
owners by the
Hong Kong
Housing
Authority

(25)(a) (i) The Hong Kong Housing Authority through the Director of Housing shall by notice in writing ("a nomination") given to the Purchaser, within a period of 20 calendar months after the date on which the Purchaser obtains the consent of the Director under Special Condition No. (27)(b)(i) hereof, inform the Purchaser of the name, address and description of the person to whom any unit is to be sold by the Purchaser pursuant to these Conditions,

and shall in such notice specify the address of the unit and the purchase price thereof. Upon receipt of each such nomination the Purchaser shall, subject to these Conditions, but otherwise without any delay, enter into with each home-owner an agreement in a form approved by the Director under Special Condition No. (27)(b)(ii) hereof for the sale and purchase of the unit specified in such nomination. For this purpose the Purchaser shall first notify in writing the Director of Housing the name and address of his solicitors, the place at which the agreements for sale and purchase shall be completed by the Purchaser and the place at which the Purchaser shall procure execution of the same by the person nominated by the Hong Kong Housing Authority. The Purchaser shall thereafter without any delay register each such agreement for sale and purchase in the Land Registry and shall not charge therefor by way of legal fees and conveyancing expenses any more than the normal scale fees charged for agreements for sale and purchase of a like nature and for a similar consideration.

Re-nomination

(ii) Within the period of 20 calendar months specified in sub-clause (a)(i) of this Special Condition, if a nomination in respect of a unit shall have been made by the Hong Kong Housing Authority, but the home-owner :

I. fails to sign the agreement for sale and purchase or pay the deposit referred to in Special Condition No. (27)(b)(v) hereof, the Purchaser shall inform the Director of Housing thereof by notice in writing within 14 days of such failure whereupon the Hong Kong Housing Authority acting through the Director of Housing shall within eight calendar months of such notification nominate another home-owner to purchase the unit in question; or

II. having paid the deposit, fails to pay the balance of the purchase price for the unit by the time specified for payment in the agreement for sale and purchase (the time for payment being due within the said period of 20 calendar months), the Purchaser shall inform the Director of Housing thereof by notice in writing within 14 days of such failure whereupon the Hong Kong Housing Authority acting through the Director of Housing shall within eight calendar months of such notification nominate another home-owner to purchase the unit in question and shall specify the purchase price at which such unit shall be

purchased by the home-owner and in such event the Purchaser shall only be entitled to an amount equal to the purchase price (less the deposit paid by the original home-owner) which would have been payable by the original home-owner had the failure not taken place.

Failure to
nominate or
re-nominate

- (iii) If the Hong Kong Housing Authority acting through the Director of Housing fails to make a nomination in respect of any unit in accordance with sub-clause (a)(i) of this Special Condition, or fails to make a further nomination in respect of any unit in accordance with sub-clause (a)(ii) of this Special Condition, sub-clause (b) of this Special Condition shall apply and in either event the Purchaser shall not make any claim or demand whatsoever, whether under these Conditions or common law, against the Government or the Hong Kong Housing Authority or the Director of Housing.

Hong Kong
Housing
Authority to
purchase
units

(b) After the expiry of the period of 20 calendar months specified in sub-clause (a)(i) of this Special Condition, the Purchaser shall inform the Director of Housing by notice in writing of:

- (i) any unit in respect of which no nomination in accordance with sub-clause (a)(i) of this Special Condition shall have been made by the Hong Kong Housing Authority acting through the Director of Housing, within 28 days after the expiry of the said period of 20 calendar months;
- (ii) any unit in respect of which the Hong Kong Housing Authority acting through the Director of Housing shall have failed to make a further nomination in accordance with sub-clause (a)(ii) of this Special Condition, within 28 days after the expiry of the said period of 20 calendar months;
- (iii) any unit in respect of which a nomination shall have been made in accordance with sub-clause (a)(i) or (a)(ii) of this Special Condition but the home-owner having paid the deposit referred to in Special Condition No. (27)(b)(v) hereof has failed to pay the balance of the purchase price for the unit by the time specified for payment in the agreement for sale and purchase (the time for payment being due after the expiry of the said period of 20 calendar months), within 28 days of such failure.

Any or all the units above referred to shall be purchased by the Hong Kong Housing Authority or its nominee from the Purchaser at the price fixed therefor in accordance with Special Condition No. (27)(b)(iv) hereof (but not the said price as may be varied under Special Condition No. (27)(c) hereof) less, in the event of the home-owner failing to pay the balance of the purchase money, the amount of the deposit paid by the home-owner, and in respect of such purchase the Purchaser and the Hong Kong Housing Authority or its nominee shall be deemed to have executed on the date of the expiry of the said period of 20 calendar months an agreement for sale and purchase of any such unit or units in the form approved by the Director under Special Condition No. (27)(b)(ii) hereof, and all the provisions of the said form of agreement for sale and purchase shall then apply for all purposes governing the said sale and purchase in the same way as if it had been duly executed by the Purchaser as vendor and the Hong Kong Housing Authority or its nominee as purchaser in respect of each such unit or units except that :

- I. the provisions contained in the said form of agreement for sale and purchase with regard to the payment by the purchaser thereunder of any costs, charges and expenses of and incidental to the sale and purchase of the unit or units whether in respect of the agreement for sale and purchase or the subsequent deed of assignment or otherwise, shall not apply;
- II. in the case of a unit in respect of which no nomination has been made, a period of 28 days from the date on which the Director of Housing is so notified in writing by the Purchaser shall be allowed for payment of the deposit by the Hong Kong Housing Authority or its nominee;
- III. in the case of a unit in respect of which a nomination has been made but the home-owner fails to pay the deposit, a period of 28 days from the date on which the Director of Housing is so notified in writing by the Purchaser shall be allowed for payment of the deposit by the Hong Kong Housing Authority or its nominee; and

IV. in the case of a unit in respect of which a nomination has been made but the home-owner having paid the deposit fails to pay the balance of the purchase price for such unit; a period of 28 days from the date on which the Director of Housing is so notified in writing by the Purchaser shall be allowed for payment of the balance of the purchase price by the Hong Kong Housing Authority or its nominee.

Notwithstanding anything to the contrary herein contained the Hong Kong Housing Authority or its nominee shall not be obliged to take an assignment or pay the balance of the purchase price of any unit or units hereinbefore mentioned until the expiry of the period stipulated by the Purchaser to complete the development of the lot as stated in accordance with paragraph 3(d)(iv)(g) of the Tender Notice or any extension thereto which may be granted.

Assignment
of units

(c) The Purchaser shall complete and register in the Land Registry the deeds of assignment of all of the undivided shares in the lot and units referred to in sub-clause (a)(i) of this Special Condition within not more than 2 calendar months from compliance by the Purchaser with these Conditions as certified in writing by the Director or such other extended period as may be agreed in writing by the Director and shall not charge for such assignments by way of legal fees and conveyancing expenses any more than the normal scale fees for conveyance of a like nature and for a like consideration. Provided that in the event that any unit or units are purchased by the Hong Kong Housing Authority or its nominee from the Purchaser in accordance with sub-clause (b) and sub-clause (d) of this Special Condition, the Hong Kong Housing Authority or its nominee shall not be required to pay any costs, charges or expenses of and incidental to such purchase whether in respect of the agreement for sale and purchase or the subsequent deed of assignment or otherwise whatsoever.

Rescission in
case of false
declaration

(d) The Purchaser shall, if called upon so to do by the Director of Housing, rescind any sale and purchase agreement entered into between the Purchaser and a home-owner who, in the opinion of the Director of Housing, has made any misrepresentation or false statement with a view to obtaining nomination as a home-owner, and the Government or the Hong Kong Housing Authority or the Director of Housing shall incur no liability to the Purchaser as a result of such rescission. In addition to any other requirement of the Director under Special Condition No. (27)(b)(ii) hereof the Purchaser shall include in any sale and purchase agreement entered into between the Purchaser and a home-owner a clause in a form satisfactory to the Director to the effect that any information, statement or declaration, whether required by statute or otherwise, made by the prospective home-owner with a view to obtaining nomination by the Hong Kong Housing Authority through the Director of Housing shall be deemed to be representations made to induce the Purchaser to enter into the sale

and purchase agreement with him and that any misrepresentation, false statement or declaration made by the home-owner for such purpose shall entitle the Purchaser either at his own instance or when called upon so to do by the Director of Housing to rescind the said sale and purchase agreement with such home-owner and to recover from the home-owner all expenses incurred in relation to such sale and purchase agreement. The Purchaser shall within 14 days after such rescission has taken effect inform the Director of Housing thereof by notice in writing and within 28 days of the notification the Director of Housing shall nominate another home-owner to purchase the unit in respect of which the agreement for sale and purchase has been rescinded and shall specify the sale price at which such unit shall be purchased by the home-owner, and in such event the Purchaser shall only be entitled to an amount equal to the purchase price (less the deposit paid by the original home-owner) which would have been payable for the unit by the original home-owner had the rescission not taken place. If the Director of Housing fails to nominate another home-owner as aforesaid within the said period of 28 days, the unit in respect of which the agreement for sale and purchase had been rescinded shall be purchased by the Hong Kong Housing Authority or its nominee after the expiry of the period of 20 calendar months specified in sub-clause (a)(i) of this Special Condition and at the price which would have been payable for the unit by the original home-owner had the rescission not taken place less the deposit paid by the original home-owner provided that the Hong Kong Housing Authority or its nominee shall not be obliged to take an assignment or pay the balance of the purchase price of the unit until the expiry of the period stipulated by the Purchaser to complete the development of the lot as stated in accordance with paragraph 3(d)(iv)(g) of the Tender Notice or any extension thereto which may be granted.

Schedule of
the units

(26) The Purchaser shall within one calendar month of the approval of the Building Plans referred to in Special Condition No. (6)(b) hereof submit to the Director of Housing a schedule specifying precisely and accurately the units in the building or buildings to be erected on the lot and the saleable area of each unit.

Restriction
on alienation
by the
Purchaser

M/L (27) (a) Except as hereinafter provided in this Special Condition and Special Condition No. (36)(k) hereof, the Purchaser shall not partition the lot or any part thereof nor assign, charge, mortgage, demise, underlet, part with the possession of or otherwise dispose of the lot or any part thereof or any interest therein or any building or part of any building thereon, or enter into any agreement so to do.

Sale of units
by
the Purchaser

M/L (b) The Purchaser may agree to assign or assign a unit or units but only:

Consent

M/L

(i) subject to Special Condition No. (6)(e) hereof with the prior consent in writing of the Director and upon such conditions (including the payment of such fee) as he may impose or require;

Scheme of conveyancing

M/L

(ii) (i) in accordance with a scheme of conveyancing and management control incorporating agreements for the sale and purchase of undivided shares in the lot or a part or parts thereof (together with the right to the exclusive use and occupation of the units in the building or buildings, including the common parts thereof) followed by a deed or deeds of mutual covenant (which shall contain inter alia a covenant by the Purchaser to cause a meeting of owners of residential units within the lot to be convened within four calendar months of the consent to assign being given by the Director in accordance with sub-clause (b)(i) hereof, for the purpose of electing an Owners' Committee as defined in the said deed or deeds of mutual covenant and the management agreement hereinafter mentioned and a covenant by the manager to be appointed under such deed or deeds of mutual covenant that a written notice of the defects liability period referred to in this sub-clause shall be given to the said owners of residential units not less than three calendar months before the expiry of the said defects liability period) and a management agreement (which may be incorporated in and form part of the deed of mutual covenant), which scheme, including all conveyancing and other documents used therein or thereunder, shall be in such form and shall contain such provisions as the Director shall in writing beforehand approve or require;

M/L

(ii) in accordance with the provisions contained in deeds of assignment which shall include a covenant by the vendor as defined in the assignments in respect of defects liability for a period of 365 days from the date of such assignments and which defects must be remedied to the satisfaction of the home-owner or the Surveyor appointed as provided for in Special Condition No. (33)(a) hereof which covenant shall be in a form to be approved by the Director of Housing;

- Buyer ^{M/L} (iii) to the Hong Kong Housing Authority or its nominee or a home-owner;
- Unit price ^{M/L} (iv) at a sale price per unit which shall be fixed by the Director of Housing at his absolute discretion but which shall be such that the total sale price of all the units shall (subject to sub-clause (c) of this Special Condition) be calculated at the rate of HK\$15,500.00 per square metre of their total saleable area; and
- Payment ^{M/L} (v) on terms which, inter alia, require payment of the purchase price by way of a deposit of an amount equal to not less than 5% and not more than 10% of the purchase price, such deposit to be determined at the sole discretion of the Director of Housing to be notified to the Purchaser in the nomination referred to in Special Condition (25)(a) hereof to be paid on execution of the agreement for sale and purchase followed by the balance to be paid in a lump sum on execution of the deed of assignment of each such unit.
- Variation of unit price ^{M/L} (c) In respect of each unit assigned or agreed to be assigned to a home-owner, the amount per square metre specified in sub-clause (b)(iv) of this Special Condition (hereinafter referred to as "the unit price") may be varied by the Hong Kong Housing Authority at its absolute discretion as notified by the Director of Housing to the Purchaser provided that:-
- ^{M/L} (i) if the unit price is increased the Purchaser shall pay to the Hong Kong Housing Authority the amount of such increase in such manner and within such period as shall be determined by the Director of Housing in his absolute discretion; and
 - ^{M/L} (ii) if the unit price is reduced the Hong Kong Housing Authority shall pay to the Purchaser the amount of such reduction in such manner and within such period as shall be determined by the Director of Housing in his absolute discretion;
- and made in the two stages hereunder:
- ^{M/L} (aa) on the occasion of the execution of an agreement for sale and purchase in respect of the amount to be paid resulting from an increase or reduction in the amount of any deposit payable on the execution of such an agreement, and

M/L (bb) on the occasion of the execution of the deed of assignment in respect of the amount to be paid resulting from an increase or reduction in the amount of balance of the purchase price payable, on the execution of such an assignment.

Building mortgages

M/L (d) 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), 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 :

M/L (i) whereby the lot is mortgaged or charged 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;

M/L (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 (appointed by the Purchaser under the Buildings Ordinance for the development of the lot) as having been incurred by the Purchaser for the development of the lot; and

M/L (iii) under which the mortgagee is obliged, upon receipt of a sum representing the total purchase price under an agreement for sale and purchase approved by the Director in respect of a share or interest in the lot, to release such share or interest from the mortgage.

Alienation of non-residential premises

M/L (e) The Purchaser may assign, underlet or otherwise dispose of any part or parts of any building or buildings erected or to be erected on the lot which part or parts is or are designed and intended to be used exclusively for non-residential purposes but any space to be provided in accordance with Special Condition Nos. (36)(a), (b), (c), (d), (e), (f), (g) and (h) of these Conditions for motor vehicles, goods vehicles, refuse collection vehicles, taxi lay-by and vehicles for disabled users respectively may only be assigned, charged, mortgaged, demised, underlet, alienated or otherwise disposed of as provided for in Special Condition No. (36)(k) hereof provided that such part or parts including the spaces to be provided in accordance with Special Condition Nos. (36)(a), (b), (c), (d), (e), (f), (g) and (h) hereof shall not be assigned, underlet or otherwise disposed of

(other than by way of a building mortgage of the type described in sub-clause (d) of this Special Condition) without the prior consent in writing of the Director before these Conditions have been complied with by the Purchaser as certified by the Director.

Sales
Literature

(28) (a) The Purchaser shall when called upon to do so by the Director of Housing at his own expense, prepare and produce sales brochures and other sales literature for the purpose of identifying and describing the units to be sold, such sales brochures and other sales literature to be in accordance with the requirements and specifications laid down by the Director of Housing.

Promotion
and publicity
of sale

(b) The Purchaser shall at his own expense effect such promotion and publicity activities including the provision of show-flats at such location or locations in respect of the sale of the units as may be required by the Director of Housing or shall pay on demand to the Director of Housing all such expenses as may be incurred by the Director of Housing at his absolute discretion in effecting such promotion and publicity activities including the provision of the show-flats.

Defects
liability

- (29) (a) (i) Commencing from the date upon which the Director confirms in writing to the Purchaser that the lot has been developed to his satisfaction there shall be a defects liability period of 460 days (hereinafter referred to as "the Defects Liability Period").
- (ii) The right is reserved to the Director of Housing to inspect the lot and all buildings erected thereon at any time during or after the Defects Liability Period.
- (iii) The Purchaser shall at his own expense execute within a time limit and to such standard and in such manner to be stipulated in writing by the Director of Housing all necessary works or repairs, amendments, reconstructions and rectifications and shall make good such defects, imperfections, shrinkages, settlements or other faults (hereinafter referred to as "the defects") as may be required in writing by the Director of Housing during and within a period not exceeding three calendar months from the expiry of the Defects Liability Period.
- (iv) If the Purchaser should fail to comply with the requirements in writing of the Director of Housing to the satisfaction of the Surveyor appointed as provided for in Special Condition No. (33)(a) hereof within any time limit stipulated in writing by the Director of Housing it shall be lawful for the Director of Housing or his authorized agent to carry out the said works or repairs, amendments, reconstructions and rectifications at the expense of the

Purchaser and the Purchaser shall pay to the Director of Housing forthwith on demand a sum equal to the costs of the said works or repairs, amendments, reconstructions and rectifications, such costs to be determined by the Director of Housing whose determination shall be final and binding upon the Purchaser plus a sum equivalent to 20% of such costs by way of administrative fee to cover the costs and charges of the Director of Housing.

(b) Prior to the Director confirming in writing that the whole of the lot has been developed to his satisfaction the Purchaser shall deposit with the Director of Housing the sum of HK\$13,500,000.00 as security for making good the defects which may occur during the Defects Liability Period and the period of 365 days from the date of assignments of the residential units referred to in Special Condition No. (27)(b)(ii) hereof. The said sum of HK\$13,500,000.00 will be refunded subject as hereinafter mentioned to the Purchaser without interest as soon as is practicably possible after the expiry of the Defects Liability Period. Should the Purchaser fail to rectify any defects which occur during the Defects Liability Period the Director of Housing or his authorized agent may carry out all necessary works in connection with the rectification of the defects and reimburse himself out of the said sum of HK\$13,500,000.00 the cost of such works which shall be determined by the Director of Housing whose determination shall be final and binding on the Purchaser alternatively the Director of Housing may retain the said sum until the Purchaser rectifies the said defects.

Liability for
scheduled
defects

- (30) (a) (i) Commencing immediately after the expiry of the Defects Liability Period referred to in Special Condition No.(29)(a)(i) hereof, there shall be a scheduled defects liability period of 5 years (hereinafter referred to as "the scheduled defects liability period").
- (ii) The right is reserved to the Director of Housing to inspect the lot and all buildings erected thereon at any time during or after the scheduled defects liability period.
- (iii) The Purchaser shall at his own expense execute within a time limit and to such standard and in such manner to be stipulated in writing by the Director of Housing all necessary works or repairs, amendments, reconstructions and rectifications and shall make good such defects, imperfections, shrinkages, settlements or other faults stated in Appendix A annexed hereto (hereinafter referred to as "the scheduled defects") as may be required in writing by the Director of Housing during and within a period not exceeding three calendar months from the expiry of the scheduled defects liability period.

(iv) If the Purchaser should fail to comply with the requirements in writing of the Director of Housing to the satisfaction of the Surveyor appointed as provided for in Special Condition No.(33)(a) hereof within any time limit stipulated in writing by the Director of Housing it shall be lawful for the Director of Housing or his authorized agent to carry out the said works or repairs, amendments, reconstructions and rectifications at the expense of the Purchaser and the Purchaser shall pay to the Director of Housing forthwith on demand a sum equal to the costs of the said works or repairs, amendments, reconstructions and rectifications, such costs to be determined by the Director of Housing whose determination shall be final and binding upon the Purchaser plus a sum equivalent to 20% of such costs by way of administrative fee to cover the costs and charges of the Director of Housing.

Bank
guarantee

(b) The Purchaser shall at his sole cost and expense and prior to completion by the Purchaser of the assignment of any undivided shares in the lot or in the whole or any part of any building thereon in accordance with these Conditions, procure and furnish to the Director of Housing a deed of guarantee in a form acceptable in all respects to the Director given by a bank licensed under Section 16 of the Banking Ordinance. The said guarantee shall be registered by the Purchaser in the Land Registry within 28 days of its execution and shall provide inter alia as follows :-

- (i) a guarantee by the bank to pay to the Director of Housing on demand a sum or sums not exceeding in aggregate the sum of HK\$67,500,000.00. This guarantee shall be irrevocable for a period of 6 years and 3 calendar months from the date upon which the Director confirms in writing to the Purchaser that the lot has been developed to his satisfaction; and
- (ii) the Director of Housing shall not have recourse to the said guarantee unless and until :-
 - I a demand or demands for payment of such sum or sums has or have been made by the Director of Housing to the Purchaser in accordance with sub-clause (a)(iv) of this Special Condition; and
 - II the Director of Housing has certified that such sum or sums has or have not been paid to him by the Purchaser.

- Restriction on alienation of units by home-owners and mortgagees (31) The sale of units by a home-owner and any alienation or conveyance or purported alienation or conveyance by a home-owner or by a mortgagee or chargee of a unit shall be subject to the terms, covenants and conditions relating thereto referred to in the Housing Ordinance and any amendments thereto.
- Management (32) (a) (i) The Purchaser shall at his own proper costs and charges well and sufficiently manage, repair, uphold, support, maintain, pave, purge, scour, cleanse, empty, amend, and keep the lot and any building or buildings or other structure or structures thereon by and with all and all manner of needful and necessary preparations, cleansings and amendments whatsoever, the whole to be done to the satisfaction of the Director of Housing, in accordance with the deed or deeds of mutual covenant and management agreement or management agreements referred to in Special Condition No. (27)(b)(ii) hereof and in accordance with the management scheme referred to in sub-clause (e) of this Special Condition.
- (ii) The obligations stated in sub-clause (a)(i) of this Special Condition shall be observed and complied with by the Purchaser at all times during the term hereby granted but in the event of the Director of Housing giving notice in writing to the Purchaser of the release of the Purchaser from one or more of the said obligations, the Purchaser shall be released from the obligation or obligations stated in the said notice as from the date of the said notice or as from the date specified in the said notice. Any such release may be upon such conditions as the Director of Housing in his absolute discretion may decide to impose.
- Director of Housing's right to remedy failure to manage (b) Without prejudice to the generality of the Purchaser's obligations under sub-clause (a) of this Special Condition, the Director of Housing shall have the right to call upon by notice in writing the Purchaser through the manager appointed under the deed or deeds of mutual covenant and management agreement or management agreements referred to in Special Condition No. (27)(b)(ii) hereof, to carry out within such time limit as may be imposed by the Director of Housing such management works (which expression shall include, but shall not be limited to maintenance, repair, security and cleansing works) and remedial works as the Director of Housing in his absolute discretion shall consider necessary for the good management and maintenance of the building or buildings erected on the lot. If the Purchaser shall fail to comply with the requirements contained in the said notice (and in respect of the time limit stipulated in the said notice time shall be of the essence) it shall be lawful for the Director of Housing to carry out the said management and remedial

works at the expense of the Purchaser and the Purchaser shall pay to the Director of Housing forthwith on demand a sum equal to the cost of the said works such cost to be determined by the Director of Housing whose determination shall be final and binding upon the Purchaser. The rights conferred upon the Director of Housing under this Special Condition shall be exercisable by him for a period of 10 years from the date of issue by the Building Authority under the Buildings Ordinance of the first Occupation Permit in respect of any residential building or buildings erected on the lot and thereafter shall be and be deemed to be renewed for successive periods of 5 years until the Director of Housing in his sole discretion shall by notice in writing to the Purchaser determine the said rights provided always that nothing contained herein shall be construed, implied or shall in any way be deemed to impose an obligation on the Director of Housing to carry out or to require the Purchaser to carry out any management and remedial works to the said building or buildings.

Bank
guarantee

(c) In order to assure the Government that the Purchaser shall pay to the Director of Housing forthwith on demand the cost of all management and remedial works carried out by the Director of Housing and referred to in sub-clause (b) of this Special Condition, the Purchaser shall at his sole cost and expense and prior to the completion by the Purchaser of the assignment of all and any undivided shares in the lot or in the whole or any part of any building thereon in accordance with these Conditions, procure and furnish to the Director of Housing a deed of guarantee in a form acceptable in all respects to the Director given by a bank licensed under Section 16 of the Banking Ordinance. The said guarantee shall be registered by the Purchaser in the Land Registry within 28 days of its execution and shall provide inter alia as follows :-

- (i) a guarantee by the bank for the payment by the Purchaser to the Director of Housing of the sum of HK\$15,200,000.00;
- (ii) without detracting from the provisions of sub-clause (c)(i) of this Special Condition, a guarantee by the bank to pay to the Director of Housing on demand any sum or sums not exceeding in aggregate the sum of HK\$15,200,000.00. Before the Director of Housing shall have recourse to the said guarantee, a demand or demands for payment of the said sum or sums shall have been made by the Director of Housing of the Purchaser in accordance with sub-clause (b) of this Special Condition and the Director of Housing shall have certified that the said sum or sums has or have not been paid to him by the Purchaser;

(iii) the guarantee referred to in sub-clauses (c)(i) and (c)(ii) of this Special Condition shall be irrevocable during a period of 10 years from the date of issue by the Building Authority under the Buildings Ordinance of the first Occupation Permit in respect of any residential building or buildings erected on the lot; and

(iv) in the event that the Director should for any reason elect to release the Purchaser from its management obligations herein contained, the Director shall upon such release authorize the cancellation of any bank guarantee provided to the Director of Housing in accordance with sub-clauses (c)(i) and (c)(ii) of this Special Condition, such cancellation to take effect upon the aforesaid release of the Purchaser.

Manager's appointment subject to approval of Director of Housing

(d) The appointment of a manager under the deed or deeds of mutual covenant and management agreement referred to in Special Condition No. (27)(b)(ii) hereof shall be subject to the prior written approval of the Director of Housing who shall be entitled to refuse to grant such approval if the Purchaser and the proposed manager cannot demonstrate to the satisfaction of the Director of Housing that the prospective manager is reputable and has been responsible for the satisfactory management of not less than 2,000 residential units of which at least 500 units are situated within a particular development or has other adequate management experience.

Details of management scheme to be submitted

(e) The Purchaser shall within eighteen calendar months from the execution by the Purchaser of the Memorandum of Agreement annexed to these General and Special Conditions of Sale submit at his own expense to the Director of Housing for his approval details of a management scheme for the lot and which scheme shall be in accordance with the proposals for the management scheme submitted under paragraph 3(d)(v) of the Tender Notice. The details to be submitted shall include inter alia details of the number of managerial staff to be employed on the lot and their respective roles, proposed management budgets, proposed management fees, the proposed arrangements for rectifying defects, the handling of complaints, including but not limited to defects lists, the establishment and operation of the Emergency Repairs Fund referred to in sub-clause (g)(i) of this Special Condition, emergency repairs, cleansing and security arrangements, approval of alteration works, management of non-domestic areas and common areas, measures to handle problems possibly or foreseeably arising from handing over of possession of flats by the Purchaser to their owners and residential and other owners moving into and moving out from the lot, the control of decoration contractors, the removal of decoration debris, the repair and maintenance of lifts within buildings on or to be constructed on the lot and the clearing of blocked or partially blocked pipes, drains and sewers and such other details as the Director of Housing may require by notice in writing.

Determination
of manager's
appointment

- (f) (i) The deed or deeds of mutual covenant and the management agreement referred to in Special Condition No. (27)(b)(ii) hereof and any agreement between the Purchaser and the manager appointed or to be appointed in accordance with sub-clause (d) of this Special Condition hereof shall contain provision for the immediate determination of the appointment of the manager upon notice in writing of such determination by the Director of Housing being delivered to the registered office of the manager or the principal place of business of the manager or to the address of the manager last known to the Director of Housing but the Director of Housing shall not deliver or cause to be delivered such notice unless the Director of Housing determines that the performance of the manager in the management of the lot is substandard and unsatisfactory. Any decision of the Director of Housing as to the performance of the manager shall be final and binding on the Purchaser.
- (ii) At the same time as the service of the notice in writing upon the manager as provided for in sub-clause (f)(i) of this Special Condition hereof or as soon as possible thereafter the Director of Housing shall serve or cause a copy of the said notice to be delivered to the Purchaser at its registered office and to the address for service of documents on the Owners' Committee as defined in the deed or deeds of mutual covenant and management agreement referred to in Special Condition No. (27)(b)(ii) hereof and which deed or deeds of mutual covenant and management agreement shall contain provision that in the event of determination of the appointment of a manager by notice as provided for in sub-clause (f)(i) of this Special Condition hereof the Purchaser shall within 14 days of the date of the said notice (subject to sub-clause (d) of this Special Condition) appoint a new manager failing which the Owners' Committee shall be empowered to immediately appoint (subject to sub-clause (d) of this Special Condition) a new manager and a covenant by the Purchaser that during any period between the determination of the appointment of a manager under sub-clause (f)(i) of this Special Condition and the appointment of a new manager, the Purchaser shall be responsible for the management of the lot as if he were the manager appointed in accordance with these Conditions of Sale and the said deed or deeds of mutual covenant and management agreement.

Emergency
Repairs Fund

- (g) (i) The Purchaser shall prior to consent to assign being given by the Director in accordance with Special Condition No. (27)(b)(i) hereof establish an Emergency Repairs Fund into which the Purchaser shall pay a sum equivalent to \$500 for each residential unit built or to be built on the lot. The Purchaser shall cause the manager to deposit the said sum into a savings and a current banking accounts separate from any other accounts operated for or by the manager and to use the said sum and any interest earned thereon only for the payment of the costs of executing within any time limit stipulated in writing by the Surveyor appointed as provided for in Special Condition No. (33)(a) hereof, the works or repairs, amendments, reconstructions and rectifications as may be required in writing by the said Surveyor during the Defects Liability Period.
- (ii) Upon the expiry of the Defects Liability Period or upon completion of all the said works or repairs, amendments, reconstructions and rectifications (if any) outstanding at the expiry of the Defects Liability Period (whichever is the latter) the balance (if any) standing to the credit of the Emergency Repairs Fund shall be paid into the management fund as defined in the deed or deeds of mutual covenant and management agreement referred to in Special Condition No. (27)(b)(ii).
- (iii) The obligations imposed on the Purchaser under this sub-sub-clause are additional to and separate from those imposed on the Purchaser under Special Condition No. (29) hereof and the Purchaser shall ensure that none of the money in the Emergency Repairs Fund is utilized for costs incurred in complying with notices by the Director of Housing under or otherwise complying with Special Condition No. (29) hereof.
- (iv) For the avoidance of doubt, the Purchaser is expressly prohibited from claiming or recovering from any assignee or owner of undivided shares, whether under the Deed of Mutual Covenant or otherwise, any proportion of the Emergency Repairs Fund deposited in accordance with sub-clause (g)(i) hereof or any part of the balance thereof when paid into the management fund as required by sub-clause (g)(ii) hereof.

Purchaser's
continuing
obligations

(h) Notwithstanding the withholding or refusal of approval of appointment of the manager or the determination of such appointment and the appointment of a new manager by the Owners' Committee under sub-clauses (d) and (f) respectively of this Special Condition, the obligations of the Purchaser under this and the other conditions of these General and Special Conditions of Sale shall remain.

Appointment
of Architect,
Building
Surveyor or
Quantity
Surveyor

(33) (a) The Director of Housing shall as soon as practicable appoint an Architect, Building Surveyor or Quantity Surveyor (hereinafter referred to as "the Surveyor") who shall throughout the period commencing from the date of his appointment and up to and including the scheduled defects liability period on behalf of the Director of Housing monitor and generally oversee the development of the lot by the Purchaser and in particular ensure that :

- (i) the construction of the building or buildings on the lot and the fixtures and fittings incorporated therein are in accordance with these Conditions including the Schedule, Master Layout Plans and the Statements submitted in accordance with paragraphs 3(d)(ii), (iii) and (iv) of the Tender Notice and subject to any variations thereto as may have been approved by the Government in accordance with paragraph 3(d)(i) of the Tender Notice the specifications laid down in the Technical Schedule annexed hereto;
- (ii) the works required to be completed in accordance with Special Condition No. (6)(b) hereof are completed within the time limits respectively stipulated in the Statement lodged in accordance with paragraph 3(d)(iv) of the Tender Notice; and
- (iii) the defects (as defined in Special Condition No. (29)(a) hereof) and the scheduled defects (as defined in Special Condition No. (30)(a) hereof) if any occurring within the Defects Liability Period and the scheduled defects liability period respectively stipulated in the said Special Conditions are rectified without undue delay and in any event, within the time limit stipulated in accordance with Special Condition Nos. (29)(a) and (30)(a) hereof;

and report thereon to the Director of Housing. The Surveyor shall be vested with such authority by the Purchaser so that he shall be enabled on behalf of the Director of Housing to exercise control over the construction of the building or buildings on the lot and the fixtures and fittings incorporated therein, and if necessary, to require any defects to be remedied to his satisfaction. The report (including any opinion expressed by the Surveyor therein) of the Surveyor made in accordance with this

Special Condition, if accepted by the Director of Housing or to the extent that it may be so accepted, shall be conclusive evidence of the facts and conclusions therein stated and contained.

Cost of the Surveyor

(b) The Purchaser shall pay to the Director of Housing in respect of the cost of the Surveyor a sum not exceeding HK\$12,100,000.00 which shall be paid in accordance with the schedule of payment to be determined by the Director of Housing.

Authorized Person to co-operate with the Surveyor

(c) The Purchaser shall ensure that his Authorized Person (as defined in the Buildings Ordinance, Chapter 123) and the contractor(s) employed for the development of the lot will co-operate with the Surveyor so that he, the Surveyor, can effectively discharge his duties specified in sub-clause (a) of this Special Condition.

Site office for the Surveyor

(d) The Purchaser shall within one calendar month from the date of the approval of Building Plans referred to in Special Condition No. (6)(b) hereof, at his own expense provide within the lot a fully furnished office for the Surveyor having a net area of not less than 30 square metres.

Site office for Building Services Inspector and Clerk of Works appointed by the Director of Housing

(e) The Purchaser shall within one calendar month from the date of the approval of Building Plans referred to in Special Condition No. (6)(b) hereof, at his own expense provide within the lot two fully furnished office units for the Senior Building Services Inspector and the Senior Clerk of Works appointed by the Director of Housing each having a net area of not less than 10 square metres.

Transportation

(f) The Purchaser may be required to provide at his own expense a vehicle to the satisfaction of the Director of Housing for the exclusive use of the representatives of the Director of Housing from the date of the commencement of the construction of the development of the lot to the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.

Continued use of development design

(34) For the purpose only of ensuring that the agreement, to be entered into by the Purchaser and the architect appointed by him for the development of the lot (hereinafter referred to as the "Architects Agreement") shall either be in a form approved by the Hong Kong Institute of Architects or if not in such form, shall contain clauses, upon payment of any outstanding fees due, to enable the Government or its appointed nominee to take over the construction and completion of the development of the lot and to be entitled to reproduce the design of the buildings but only on the lot upon the failure by the Purchaser so to do, the Purchaser hereby covenants to submit the Architects Agreement in draft form to the Director for his written approval. Provided Always that in the event that there is no Architects Agreement, due to the fact that the plans

and other drawings relating to the development of the lot have been prepared by an employee or an associated company of the Purchaser or for any other reason, the Purchaser hereby covenants to permit the Government or its appointed nominee to take over the construction and completion of the development of the lot and to reproduce the design of the buildings but only on the lot, upon the failure by the Purchaser so to do.

Resumption

(35) The Government shall have full power to resume, re-enter upon and re-take possession of all or any part of the lot if required for the improvement of Hong Kong or for any other public purpose whatsoever (as to which the decision of the Chief Executive of the Hong Kong Special Administrative Region shall be conclusive), three calendar months' notice in writing being given to the Purchaser of its being so required, and upon the exercise of this power the Purchaser's tenancy of the land so resumed shall cease, determine and be void, and the Purchaser shall on the expiration of the said notice quit and deliver up possession of the land so resumed and the building thereon. Upon the exercise of this power of resumption there shall be paid by the Government to the Purchaser such compensation as the Director shall on a fair and impartial valuation having regard to the unexpired portion of the said term, certify to be the market value, as at the date of resumption, of the land resumed and the buildings thereon provided that if at the date of resumption the lot is then held by more than one owner in undivided shares or interests and there shall not have been paid to the Hong Kong Housing Authority in respect of any such share or interest the amount mentioned at paragraph (1)(b) of the Schedule to the Housing Ordinance there shall be deducted from the compensation payable hereunder in respect of such undivided share or interest the said amount or in the event of a part only of the lot being resumed a due portion thereof.

Parking
spaces

M/L

(36) (a) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of private cars at the rate of one vehicle space for every five residential flats or part thereof in the building or buildings erected or to be erected on the lot. Each space shall have a minimum measurement of 2.5 metres x 5.0 metres with a minimum headroom of 2.4 metres. The spaces so provided shall not be used for any purpose other than for the purposes of parking of private cars licensed under the Road Traffic Ordinance and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide visitors or invitees and in particular the said spaces shall not be used for the storage, sale or exhibiting of motor vehicles.

Parking
spaces for
retail shops

(b) The Purchaser shall provide within the lot to the satisfaction of the Director 30 spaces for the parking of private cars, each having a measurement of 2.5 metres x 5.0 metres with a minimum headroom of 2.4 metres. The space so provided shall not be used for any purpose other than for the purposes of parking of private cars licensed under the Road Traffic Ordinance and servicing the retail shops in the building or

buildings erected or to be erected on the lot or any part thereof belonging to the occupiers of the said retail shops and their bona fide visitors or invitees and in particular the said spaces shall not be used for the storage, sale or exhibiting of motor vehicles.

Goods
vehicle
spaces

(c) Spaces shall be provided within the lot to the satisfaction of the Director for the parking, loading and unloading of goods vehicles at the rate of 1 bay each measuring 3.5 metres x 11.0 metres with a minimum headroom of 4.1 metres for every 800 residential flats or part thereof subject to a minimum of 1 bay for each residential block to be located adjacent to or within each residential block. The spaces so provided shall not be used for any other purpose and shall be located at a distance not exceeding 35 metres from the entrance of each residential block.

Goods
vehicle
spaces for
retail shops

(d) The Purchaser shall provide within the lot to the satisfaction of the Director 3 spaces for the parking, loading, unloading and manoeuvring of goods vehicles servicing the retail shops. Each space shall have a minimum measurement of 3.5 metres x 11.0 metres with a minimum headroom of 4.1 metres. The spaces so provided shall not be used for any other purpose.

(e) Space shall be provided within the lot to the satisfaction of the Director for the manoeuvring of goods vehicles and refuse collection vehicles referred to in Special Condition Nos. (36)(c), (36)(d) and (17) hereof and that no reverse movement into or from any public road will be permitted.

Parking space
for
kindergarten

(f) In addition to the spaces provided under sub-clause (b) of this Special Condition, the Purchaser shall provide within the lot to the satisfaction of the Director 1 space for the parking of motor vehicles for the use by the kindergarten referred to in Special Condition No. (15) hereof. Such space shall have a measurement of 2.5 metres x 5.0 metres with a minimum headroom of 2.4 metres. The space so provided shall not be used for any other purpose.

Taxi lay-by

(g) Space shall be provided within the lot to the satisfaction of the Director for the picking up and setting down of passengers from taxis. The location and measurement of the said space shall be subject to the prior written approval of the Director. The space so provided shall not be used for any other purpose.

Spaces for
vehicles for
disabled users

(h) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of vehicles for the disabled at the rate of:

(i) one space if the total number of parking spaces provided within the lot is less than 400; or

- (ii) one space for every two hundred parking spaces or part thereof if the total number of parking spaces provided within the lot is equal to or more than 400.

Each space shall have a minimum measurement of 2.5 metres x 5.0 metres with a minimum headroom of 2.4 metres. Such spaces so provided within the lot in accordance with this Special Condition shall not exceed a total of four and shall not be used for any other purpose.

Parking spaces, etc. excluded from gross floor area calculation

- (i) For the purpose of calculating the total gross floor area stipulated in Special Condition Nos. (11)(b)(i) and (11)(b)(ii) hereof, there shall not be taken into account the spaces provided within the lot in accordance with sub-clauses (a), (b), (c), (d), (e), (f), (g) and (h) of this Special Condition provided that if the number of spaces provided under this Special Condition exceeds the requirement stipulated therein, all the spaces in excess of that requirement shall be so taken into account.

Deposit of car parking layout plan

- M/L (j) A plan approved by the Director indicating the layout of the manoeuvring, parking, loading and unloading spaces provided within the lot in accordance with sub-clauses (a), (b), (c), (d), (e), (f), (g) and (h) of this Special Condition, or a copy of such plan certified by an Authorized Person (as defined in the Buildings Ordinance) shall be deposited with the Director. No transaction (except a building mortgage under Special Condition No. (27)(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 such deposit. The manoeuvring, parking, loading and unloading spaces indicated on the said approved plan shall not be used for any purpose other than for the purposes set out in sub-clauses (a), (b), (c), (d), (e), (f), (g) and (h) of this Special Condition. The Purchaser shall maintain the manoeuvring, parking, loading and unloading spaces in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director.

Restriction on alienation

- (k) Except with the prior written consent of the Director:-

- (i) The Purchaser (which expression for the purpose of this sub-sub-clause shall include its successors in title and assigns) may not at any time assign, charge, mortgage, demise, underlet, part with possession, alienate or otherwise dispose of the parking space, any part thereof or any interest therein required to be provided in accordance with sub-clause (a) of this Special Condition other than to the owners (whether equitable or legal) of residential units in the building or buildings erected or to be erected on the lot, provided however that the Purchaser (which expression for the purpose of this proviso shall exclude its successors in title and assigns) may charge the lot

including, inter alia, the said parking space by way of an approved building mortgage in accordance with Special Condition No. (27)(d) hereof.

(ii) Not more than one vehicle parking space in the parking space required by sub-clause (a) of this Special Condition may be assigned, charged, mortgaged, demised, underlet, alienated or otherwise disposed of or possession given of such vehicle parking space to the owner or owners (whether equitable or legal) of each residential flat in the said building or buildings erected or to be erected on the lot.

M/L (iii) The Purchaser (which expression for the purpose of this sub-sub-clause shall not include its successors in title or assigns) may not assign, charge, mortgage, demise, underlet, part with the possession of or otherwise alienate or dispose of the parking spaces for retail shops, goods vehicle spaces, the manoeuvring space for goods vehicles and refuse collection vehicles, the parking space for kindergarten, the taxi lay-by and the spaces for vehicles for disabled users, (or any part thereof or any interest therein) required to be provided in accordance with sub-clauses (b), (c), (d), (e), (f), (g) and (h) respectively of this Special Condition other than to a manager approved by the Director of Housing in accordance with Special Condition No. (32)(d) hereof, or a corporation incorporated under the Building Management Ordinance (Cap 344), which manager or corporation shall hold the undivided shares attributable to the said parking spaces for retail shops, goods vehicle spaces, the manoeuvring space for goods vehicles and refuse collection vehicles, parking space for kindergarten, taxi lay-by, and spaces for vehicles for disabled users in trust for all the owners of undivided shares in the lot. Provided that the said manager or the corporation may let the parking spaces for retail shops and the kindergarten to be provided in accordance with sub-clauses (b) and (f) of this Special Condition to the occupiers of the retail shops and the kindergarten respectively. The goods vehicle spaces, the manoeuvring space for goods vehicles and refuse collection vehicles, the taxi lay-by and spaces for vehicles for disabled users are to be included in the common areas and the Deed of Mutual Covenant and Management Agreement shall provide accordingly.

(iv) Subject to sub-clauses (h) and (k)(iii) of this Special Condition, the spaces for vehicles for disabled users shall be provided for use at concessionary fee.

New → 36(1)

Vehicular access

(37) (a) The Purchaser shall have no right of ingress or egress to or from the lot for the passage of motor vehicles except between the points X and Y through Z shown and marked on the plan annexed hereto.

(b) Notwithstanding the provisions of sub-clause (a) of this Special Condition, a second vehicular access will be permitted between the points A and B through C shown and marked on the plan annexed hereto when the proposed Road E as shown and marked on the plan annexed hereto is completed and open to the public.

Temporary access

(c) Notwithstanding the provisions of sub-clauses (a) and (b) of this Special Condition, 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.

(d) The Purchaser shall not exercise the right of ingress and egress in sub-clauses (a), (b) and (c) of this Special Condition unless and until a run-in for each point of ingress and run-out for each point of egress designed and constructed to the satisfaction of the Director is provided by the Purchaser at his own expense. Upon completion of the development or redevelopment referred to in sub-clause (c) of this Special Condition or when required by the Director so to do, the Purchaser shall, at his own expense and in all respects to the satisfaction of the Director, remove any run-in and run-out constructed for temporary access and cause the area or areas upon which such run-in and run-out were constructed to be reinstated to the same condition as the area or areas were prior to construction of the run-in and run-out.

Set back

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

Cutting away

(39) (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 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. (38) 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 the Government its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of 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, and 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 (40) No rock crushing plant shall be permitted on the lot.

Anchor maintenance (41) Where prestressed ground anchors are 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 monitoring works as the Director may from time to time in his absolute discretion require. If the Purchaser shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Purchaser shall on demand repay to the Government the cost thereof.

Residual
settlement

(42) (a) The Purchaser acknowledges that he is fully aware that the lot is situate on a piece of newly reclaimed land and thus may be subject to residual settlement. The Purchaser shall take account of any possible changes in the levels of the lot which may result from such settlement and accordingly make appropriate provision in the design of any buildings, structures, services, utility connections and internal roads, pavements and footbridges as may be necessary.

Submission
of Monitoring
Plan for
Residual
Settlement

(b) The Purchaser shall within 18 calendar months from the date of this agreement submit at his own expense to the Director of Housing for his approval details of a monitoring plan for residual settlement of the lot for 10 years from the date upon which the Director confirms in writing to the Purchaser that the lot has been developed to his satisfaction. The details to be submitted shall include, inter alia :

- (i) a geotechnical assessment and an estimate of the residual settlement;
- (ii) precautionary measures in design and construction;
- (iii) proposed monitoring measures during construction and at post-construction stage including but not limited to topographic survey, survey of utilities, CCTV survey for underground drain pipes, acoustic tests for water pipe leakage and the criteria for follow up actions; and
- (iv) such other details as the Director of Housing may require by notice in writing.

(c) The Purchaser shall be responsible for the expense and cost to be incurred in the implementation of the monitoring plan for residual settlement of the lot during the 10-year period referred to in sub-clause (b) of this Special Condition.

Liability for
defects due to
residual
settlement

(d) The Purchaser shall throughout the 10-year period referred to in sub-clause (b) of this Special Condition at his expense within a time limit and to such standard and in such manner to be stipulated in writing by the Director of Housing execute all necessary works or repairs, amendments, reconstructions and rectifications to make good the defects, faults and damage caused by residual settlement to external works, underground pipes, drains, roads, paved areas, facilities in public areas, floors and ceilings of buildings in the completed development unless such defects, fault and damage are proven to have arisen from :

- (i) modification or alterations to the original fabric of buildings or public areas;

(ii) works carried out by the owners or their decorators or contractors in the buildings or public areas; or

(iii) damages caused by works on any adjacent area outside the development.

(e) If the Purchaser should fail to comply with the requirements in writing of the Director of Housing within any time limit stipulated in writing by the Director of Housing it shall be lawful for the Director of Housing or his authorized agent to carry out the said works or repairs referred to in sub-clauses (c) and (d) of this Special Condition at the expense of the Purchaser and the Purchaser shall pay to the Director of Housing forthwith on demand a sum equal to the costs of the said works or repairs, such costs to be determined by the Director of Housing whose determination shall be final and binding upon the Purchaser plus a sum equivalent to 20% of such costs by way of administrative fee to cover the costs and charges of the Director of Housing.

Bank
Guarantee

(f) As security for payment of the costs referred to in sub-clause (e) of this Special Condition, the Purchaser shall at his sole cost and expense and prior to completion by the Purchaser of the assignment of any undivided shares in the lot or in the whole or any part of any building thereon in accordance with these Conditions, procure and furnish to the Director of Housing a deed of guarantee in a form acceptable in all respects to the Director given by a bank licensed under Section 16 of the Banking Ordinance. The said guarantee shall be registered by the Purchaser in the Land Registry within 28 days of its execution and shall provide inter alia as follows : -

(i) a guarantee by the bank to pay to the Director of Housing on demand a sum or sums not exceeding in aggregate the sum of HK\$5,600,000.00. This guarantee shall be irrevocable for a period of 10 years from the date upon which the Director confirms in writing to the Purchaser that the lot has been developed to his satisfaction; and

(ii) the Director of Housing shall not have recourse to the said guarantee unless and until : -

(a) a demand or demands for payment of such sum or sums has or have been made by the Director of Housing to the Purchaser in accordance with sub-clause (e) above of this Special Condition; and

(b) the Director of Housing has certified that such sum or sums has or have not been paid to him by the Purchaser.

(g) For the purpose of these Special Conditions, the defects due to residual settlement referred to in sub-clause (d) of this Special Condition shall form part of the defects referred to in Special Condition Nos. (29) and (30) hereof during the respective Defects Liability Period and scheduled defects liability period, and all the provisions under Special Condition Nos. (29) and (30) hereof including the sum of money and bank guarantee shall be applicable to the works or repairs required for the defects due to residual settlement referred to in sub-clause (d) of this Special Condition during the respective Defects Liability Period and scheduled defects liability period.

Spoil or
debris

(43) (a) In the event of spoil or debris from the lot or from other areas affected by any development of the lot being eroded and washed down on to public lanes or roads or into road-culverts, sewers, storm-water drains or nullahs, or other Government properties, the Purchaser shall be held responsible and shall pay to the Government on demand the cost of removal of the spoil and debris from or of damage to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs or other Government properties. The Purchaser shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion and washing down.

Dumping
(Government
land)

(b) No earth, debris, spoil of whatsoever nature, or building materials shall be dumped on any Government land.

Utility
services etc.

(44) The Purchaser shall take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during any construction, maintenance, renewal or repair work to avoid doing any damage to any Government or other existing drain, waterway or watercourse (including water main), footpath, sewer, nullah, pipe, cable, wire, utility service or any other works or installations (all together hereinafter referred to as "the Works and Services") being or running upon, over, under or adjacent to the lot or any part thereof, provided that the Purchaser before carrying out any such work as aforesaid shall make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of any of the Works and Services and shall submit his proposals for dealing with any of such works and services 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 proposal aforesaid, and shall comply with any requirement of the Director in respect of the Works and Services, and shall bear the cost of meeting such requirements including the cost of any necessary diversion, relaying or reinstatement, and shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage or disturbance caused to the surface of the lot or any of the Works and Services running on, over, under or adjacent to the lot in any manner arising out of any such construction, maintenance, renewal or repair work. If the Purchaser fails to carry out

any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or of any of the Works and Services to the satisfaction of the Director; he, the Director, may carry out any such diversion, relaying, repairing, reinstatement or making good as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works.

Damage to public roads (45) The Purchaser shall pay to the Government on demand any sum which the Director shall certify to be the cost of making good any damage to adjoining public roads by the Purchaser, his contractors or sub-contractors or his or their workmen or vehicles or by any spoil from the lot.

Dumping (public roads) (46) No materials shall be dumped or stored, nor shall any work be carried out within the boundaries of a public road or way without the prior written consent of the Director.

Construction of drains and channels (47) 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 storm-water drain all storm-water or rain-water falling or flowing on to the lot and the approach road thereto, and the Purchaser shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.

Damage to nullahs etc. (48) Any damage or obstruction caused by the Purchaser, his servants or agents to any nullah, sewer, storm-water drain, water main or other Government properties within or adjoining the lot shall be made good by the Government at the cost of the Purchaser and the amount due in respect thereof shall be paid on demand to the Government by the Purchaser.

Connecting drains and sewers (49) (a) The Purchaser shall pay to the Government on demand the cost of connecting any drains and sewers from the lot to the Government storm-water drains and sewers when laid. Such works shall be carried out by the Director who shall incur no liability to the Purchaser in respect thereof.

(b) The Purchaser hereby acknowledges and agrees that the works referred to in sub-clause (a) of this Special Condition will only be carried out by the Director after the completion of the proposed sewers and pumping station within the Hung Hom Bay Reclamation Area as shown on the plan annexed hereto.

Foundations (50) (a) No foundation shall be constructed within the area shown cross-hatched black on the plan annexed hereto except such foundation or foundations as is or are necessary for the Columns and Structures nor shall any foundation constructed or to be constructed on the lot or any part thereof interfere with the said cross-hatched black area.

(b) Any foundations to be constructed near or adjoining any water main, sewer, storm-water drain or nullah within or adjoining the lot shall comply with the requirements of the Director.

Drainage Reserve

(51) (a) No building or structure or foundation or support for any building or structure other than boundary fences shall be erected or constructed on, over, under, above, below or within the areas shown hatched black on the plan annexed hereto (hereinafter referred to as "the Drainage Reserves").

(b) Notwithstanding the provisions contained in sub-clause (a) of this Special Condition, building or buildings at first floor level and above may be erected or constructed over or above the Drainage Reserves provided that there is a clear space extending upwards from the ground level to a height of not less than 5.1 metres. For the purpose of this Special Condition only the decision of the Director as to what constitutes the ground level shall be final and binding upon the Purchaser.

(c) The Director and his officers and contractors and agents, his or their workmen with or without tools, equipment, machinery or motor vehicles shall have the rights of free ingress, egress and regress at all times to and from the lot or any part thereof for the purpose of inspecting, maintaining, repairing and renewing any water mains, drains, sewers and other services across, through, within or under the Drainage Reserves. The Director and his officers, contractors and agents, his or their workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser arising out of or incidental to the exercise by him or them of the right of ingress, egress and regress conferred under this sub-clause, and no claim shall be made against him or them by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Right of entry

(52) The Purchaser shall permit the Government its agents, servants, workmen, contractors and all others authorized by it with or without vehicles and equipment upon reasonable prior notice (except in case of emergency) to enter upon the lot:

Inspection

(a) to inspect the state of repair, maintenance, cultivation (where appropriate) and condition of the lot, of any buildings erected thereon and of any plant and equipment therein;

Repairs to adjoining premises (b) to carry out repairs, alterations or decoration to any adjoining or neighbouring land or premises;

Test refuse collection plants (c) to make tests, take samples, measurements and records, examine and otherwise any refuse collection plant on the lot;

Repairs to services (d) to carry out repairs, maintenance, cleaning, replacement or connection in respect of any services passing through the lot or such adjoining or neighbouring land or premises or any signs, lighting or other equipment affixed to any structure erected within the lot;

~~Necessary repair works (e) to carry out all necessary works or repairs, amendments, reconstructions, rectifications and management works which the Director of Housing is empowered to do under Special Condition Nos. (29) and (32) hereof;~~

Waterworks construction (f) to carry out waterworks construction on land adjoining or adjacent to the lot; and

(g) to carry out construction, inspection, repair, maintenance, cleansing and alteration in respect of the Hung Hom Bypass, the ventilation system and the lighting system.

Provided that the persons so entering for the purposes stipulated in sub-clauses (a) to (g) of this Special Condition shall make good any damage caused to the lot or any part thereof or to any structures or buildings erected thereon.

Filtered water supply (53) A filtered water supply from Government mains will be given on the usual terms and subject to the provisions of the Waterworks Ordinance or any enactment amending or replacing the same, but no guarantee is given that any water that is supplied will be continuously available. The Purchaser accepts that there will be delay in the provision of such supply.

Salt water supply for flushing purposes (54) A salt water supply from Government mains will be given for flushing purposes, and the Purchaser will be required to accept this supply and to install plumbing capable of withstanding the corrosive effect of salt water. If a salt water supply is not available when required, a temporary mains fresh water supply will be provided for flushing purposes. The temporary mains fresh water supply if required, and the ultimate salt water supply, will be given on the usual terms and subject to the provisions of the Waterworks Ordinance or any enactment amending or replacing it, and subject to the stipulation relating to the delay of such supply.

(55) The Purchaser acknowledges and agrees that the permanent supply of filtered water, salt water and mains fresh water to the lot referred to in Special Condition Nos. (53) and (54) respectively will not be available until the proposed mains within the Hung Hom Bay Reclamation Area as shown on the plan annexed hereto are completed. If temporary filtered water, salt water and mains fresh water or any one or more of them is or are required by the Purchaser prior to the completion of the said proposed mains, the Purchaser shall at his own expense lay such temporary mains as may be necessary with the draw off point or draw off points at such location or locations as the Water Authority may approve. The Purchaser shall when so required by the Director at his own expense and to the satisfaction of the Director remove the said temporary mains when the permanent supply of filtered water, salt water and mains fresh water is available.

Restriction
on use of
water supply

(56) Except with the prior written consent of the Water Authority, no water from Government mains shall be used for any heating, cooling or humidification purpose.

Access for
Fire Services
appliances
and personnel

(57) Throughout the term hereby granted :

(a) the Purchaser shall at his own expense and to the satisfaction of the Director of Fire Services :

(i) provide suitable means of access for the passage of Fire Services appliances and Fire Services personnel to any building or buildings, structure or structures erected or placed or to be erected or placed on the lot;

(ii) at all times permit such Fire Services personnel and Fire Services appliances the free and uninterrupted use of such means of access; and

(iii) maintain such means of access and keep the same free from obstruction.

(b) the Purchaser shall permit the Director of Fire Services, his officers, servants or agents at all reasonable times with or without notice to enter upon the lot or any part thereof or any building or buildings, structure or structures or any part thereof erected or placed or to be erected or placed thereon for the purpose of inspecting the same so as to ensure that the requirements referred to in sub-clause (a) of this Special Condition have been complied with.

- Provision of fire service installations and equipment
- (58) The Purchaser shall at his own expense and to the satisfaction of the Director of Fire Services provide fire hydrants, fire fighting appliances, water pumping connections and such other fire service installations and equipment (as defined in the Fire Services Ordinance) as the Director of Fire Services in his sole discretion shall require within the lot (or, subject to the prior written consent and approval of the Director on any adjoining Government land) and within any building or buildings erected or to be erected thereon at such point or points as the Director of Fire Services may require. The Purchaser shall maintain at his own expense the said fire hydrants, fire fighting appliances, water pumping connections and such other fire service installations and equipment in good condition and to the satisfaction of the Director of Fire Services.
- Dangerous goods
- (59) The Purchaser shall comply with all lawful goods requirements of the Director of Fire Services made under the Dangerous Goods Ordinance, any regulations made thereunder and any amendments thereto.
- (60) 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 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 in writing 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 and site coverage
- (61) (a) For the purposes of these Conditions the expression "gross floor area" means the area contained within the external faces of the external walls (or in the absence of such walls the external perimeters) of any building or buildings erected or to be erected on the lot measured at each floor level (including any floor below the level of the ground), 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); and the expression "site coverage" means the area of the lot or part of the lot that is covered by any building or buildings or part of such building erected thereon.

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

(i) in determining the gross floor area of any building or buildings erected or to be erected on the lot exclude, (in addition to any floor space excluded in Special Conditions Nos. (14), (15), (17), (22) and (36)(i) hereof) any 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, or any space for refuse disposal, or any floor space which the Building Authority may permit to be excluded;

Determination of GFA in buildings with curtain wall system forming external face of building

(ii) in determining the gross floor area, accept, for the purposes of calculation of that 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 in the event that a curtain wall system forms the external face of any building or buildings erected or to be erected on the lot provided that the outer face of the curtain wall system shall project no more than 300 millimetres from the outer face of the structural elements. The Director shall have the sole discretion in determining what comprises a structural element of any building or buildings erected or to be erected on the lot.

Definitions for S.C.s (5), (6)(c), (25), (26), (27), (28), (29), (30), (31), (32)(c), (32)(g), (33), (34) and (63)

(62) For the purposes only of Special Condition Nos. (5), (6)(c), (25), (26), (27), (28), (29), (30), (31), (32)(c), (32)(g), (33), (34) and (63) hereof:

- (i) "saleable area" means the total area of a unit (excluding any roof or part of a roof above or contiguous thereto) measured to the external face of the unit's enclosing walls (including walls adjoining common parts in the building) and to the centre line of the unit's party walls;
- (ii) "home-owner" means a person nominated by the Hong Kong Housing Authority under Special Condition No. (25) hereof;
- (iii) "the Purchaser" means only the person or company executing this Agreement and his personal representatives or his or its successors, but not his or its assigns; and

(iv) "unit" means a flat or unit (including where applicable, any roof or part of a roof above or contiguous thereto) designed and intended to be used for residential occupation by a home-owner in the building or buildings erected or to be erected on the lot or any part thereof, and does not include car parking spaces.

Definition of
efficiency
ratio

(63) For the purpose of these Special Conditions, "efficiency ratio" shall mean the ratio of saleable area to gross floor area. The efficiency ratio of any residential floor shall be the ratio of the total saleable area of all units on that floor to the gross floor area of that floor, calculated by reference to that floor only.

Added 64

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Technical Schedule

Part 1 Architectural Design

- General**
- i. Each residential block shall be designed and constructed to incorporate, inter alia, the following:
 - a. Flats shall not be located on the ground floor.
 - b. Adjoining flats shall be suitably screened and divided to avoid overlooking.
 - c. There shall be at least one 'entry point' in every residential block where wheel chair bound can alight at a vehicular access and enter the building unaided.
 - d. The refuse storage chamber shall be located outside the main entrance lobby to minimize nuisance to the public. For transference of refuse from the refuse storage chamber to the central refuse collection chamber, dropped kerb and ramped access for carting refuse container are required along a designated route.
 - e. Adequate weather protection shall be provided to all entrances and openings.
 - f. Anti-burglar device shall be provided at pipe surrounds to prevent access to the units at first floor and the top floor of the residential tower.
- Services Room/
Duct**
- g. Services room shall be accessible from common area with adequate size for installation, operation and future maintenance of services equipment and their connected services.
 - h. Adequate service ducts shall be provided to achieve maximum concealment and protection of all services and meters, pipe ducts shall be easily accessible from common area. Pipe ducts at their lower ends shall be provided with waterproofing and drainage outlets to prevent occurrence of seepage of water.
 - i. Concealed but readily accessible ducts for building services shall be provided throughout and such ducts shall be of adequate size to allow the maintenance or replacement of one services without adversely affect the others.
 - j. Adequate acoustic control on the provision of pump rooms shall be provided:
 - i. Fully isolated floor slabs for the pumps to minimize structural borne noise transmission.
 - ii. Modulating ball valves to be provided at the infeed to sump tanks.
 - iii. Fixed ratio type pressure reducing valves to be provided before infeed to reduce excessive incoming water pressure.
- Window**
- k. Every window shall have a concrete projection of not less than 150mm (height) x 100mm (width) at the window head, for the full width of the window and extending 150mm beyond the reveal wherever possible.
 - l. All windows shall have protection up to a minimum height of 1,100mm above finished floor level, i.e. where the window cill is lower than 1,100mm, any glazing shall be fixed with tempered glass or, if opening, protected by adequate safety bars or rails. Safety bars or rails shall be permanently fixed and leave a gap of no greater than 100mm.
 - m. All windows frames shall be of natural-anodized aluminum, well gasketed with 5mm sheet glass.
- Signage**
- n. Signs including illuminated, directories, logos, door labels, markings etc. in both Chinese and English, shall be provided along covered walkways, entrances to the building, lift lobbies, staircase landings, entrances to each residential unit and services rooms.
 - o. Estate directory signboards shall be suitably located to display and highlight the following estate facilities for the proper operation and use of emergency access:
 - i. Access route for emergency vehicles to individual block.
 - ii. Emergency crash gates.
 - iii. Street fire hydrants.
 - iv. Fire services installation inlet (FSI).

Exposed fittings/ finishes

- p. The external walls (including the walls of light wells) and projection shall be finished with mosaic tiles.
- q. All exposed woodworks, e.g. timber doors, architrave and skirting etc. shall be finished with synthetic or polyurethane paint.
- r. All exposed metalwork (except anodized aluminum windows and stainless steel features) shall be finished with synthetic paint.
- s. All exposed concrete work and plaster work, shall be finished with acrylic based emulsion paint.
- t. The following finishes shall also be provided:-

Finishes

	Floor	Wall	Ceiling
Refuse Room/ Refuse Storage Room	100mm x 100mm x 12mm non-slip quarry tiles	100mm x 100mm x 5.5mm white glazed tiles	Emulsion paint on fair face concrete
Services Room	Cement sand screeding	Emulsion paint on fair face concrete	Emulsion paint on fair face concrete
Staircase	20mm granolithic with ceramic nosing tiles	Emulsion paint on 15mm internal plaster	Emulsion paint on cement lime plaster

Main Entrance Lobby

2. Each main entrance lobby, (accessible from the main pedestrian route) shall be designed and constructed to incorporate, inter alia, the following:-
- Main entrance lobby shall be spacious with adequate natural light and ventilation to open air; pedestrian access leading thereto shall be prominent, conspicuous and well defined.
 - Disabled access provisions.
 - A pair of double swing stainless steel entrance doorways with tempered glass infill. Provision of recessed type proprietary entry mat at door threshold.
 - Space for caretaker shall have minimum finished dimension of 2,500mm on plan with CCTV monitors, control panel and concealed switch board properly integrated with the caretaker counter.
 - Six recessed-type stainless steel notice boards each of 1,200mm (height) x 900mm (width) with built-in lighting.
 - Access to letter boxes shall have minimum finished dimension of 2,000mm on plan.
 - Letter boxes shall be stainless steel with a minimum 200 different key combinations for each lock model in each residential block.
 - A recessed-type stainless steel litter bin with cigarette tray.
 - All services within the main entrance lobby shall be concealed.
 - The following finishes shall be provided:-

Finishes

	Floor	Wall	Ceiling
Main Entrance Lobby	600mm x 600mm x 20mm flamed and polished granite on bedding mortar with pattern, tiles surface to be applied with proprietary 'slipguard' anti-slip system	600mm x 600mm x 20mm flamed and polished granite	Aluminum egg-crated suspended ceiling with min. 3.2m clearance from the finished floor level
First flight of the staircase leading to the Main Entrance Lobby	600mm x 600mm x 20mm flamed and polished granite on bedding mortar with pattern, tiles surface to be applied with proprietary 'slipguard' anti-slip system	600mm x 600mm x 20mm flamed and polished granite	Emulsion paint on cement lime plaster

Typical Floor

3. Typical floor shall be designed and constructed to incorporate, inter alia, the following:-
 - a. Lift lobby shall be spacious with natural light and ventilation to open air.
 - b. Access to flat entrances shall not be at hidden corners off a long and winding corridor.
 - c. Each floor shall have a lockable refuse room with access to a refuse chute. The chute shall have a hopper of 460mm x 350mm and discharges to the refuse storage chamber. Each refuse room shall be provided with a cold water supply point and a drainage outlet. All openings shall be provided with GMS louvres ventilated to open air.
 - d. A stainless steels fire hose cabinet with a drainage outlet which drains to a conspicuous place.
 - e. Services room doors shall be installed with a key-alike system.
 - f. The following finishes shall be provided:-

Finishes

	Floor	Wall	Ceiling
Typical Floor	300mm x 300mm x 8mm homogenous tiles and 100 x 100 x 6mm colour ceramic tiles in pattern	300mm x 300mm x 8mm homogenous tiles with 100 x 100 x 6mm coloured ceramic tiles middle bands	Emulsion paint on cement lime plaster

Residential Unit

- g. Each residential unit shall be designed and constructed to incorporate, inter alia, the following:-
 - i. Adjoining flats shall be separated by party wall of 150mm minimum thick.
 - ii. Concrete covers and supports to be laid with adequate fall shall be provided to all air-conditioner apertures. Such aperture shall not form an integral part of the external window. Design of A/C hood shall take into account the direction of exhaust air-flow to avoid nuisance caused to adjoining flats. Easy accessible drainage connection points shall be provided to all air-conditioner apertures and form an integral part of the A/C hood to receive and discharge condensation from air-conditioning units to the drainage system of the building. The drain pipes of 32mm diameter (minimum) shall be exposed.
 - iii. An easy accessible clothes drying rack shall be securely fixed and located in well ventilated re-entrants areas and shall not be off the major fenestration of living/dining rooms and bedrooms. The minimum distance between the drying rack and the vent to the cooking exhaust shall be 1,600mm to avoid contamination of the drying facilities.
 - iv. Minimum structural dimension between internal corridor walls within each flats shall be 875mm and finished dimension shall be 845mm minimum.
 - v. The following finishes shall be provided:

Finishes

	Floor	Wall	Ceiling
Living/ Dining Rooms, Bedrooms, Corridor	20mm granolithic cement sand screed	Emulsion paint on 15mm thick cement lime plaster with 15mm x 15mm groove at wall/ floor interface	Emulsion paint on cement lime plaster
Kitchen	200mm x 200mm x 7mm non-slip homogeneous tiles with 75mm x 200mm x 7mm homogeneous coved skirting to the surround wall and cabinet base units	200mm x 200mm x 7mm colour glazed ceramic tiles with 2 rows of 100 x 100 x 6mm coloured ceramic wall tiles pattern band	Emulsion paint on cement lime plaster
Bathroom/ Toilet	200mm x 200mm x 7mm non-slip homogeneous tiles with	200mm x 200mm x 7mm colour glazed	Emulsion paint on cement lime

	75mm x 200mm x 7mm homogeneous coved skirting laid on screed on waterproof membrane	ceramic tiles with 2 rows of 100 x 100 x 6mm coloured ceramic wall tiles pattern band	plaster
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- Fixture and Fittings

 - vi. Stainless steel security gate shall be provided externally for every flat entrance.
 - vii. Timber entrance door with moulding shall be provided for every flat entrance. The door shall be fitted with a 180° door viewer, a door chain and an overhead door closer. Door threshold shall be provided with 30mm x 45mm hardwood block fixed to the floor.
 - viii. Every door shall be fitted with a wall mounted door stop.
- Living/ Dining Rooms

 - ix. The living/ dining rooms shall be:-
 - a. Living/dining rooms shall be of regular shape.
 - b. Adequate cross ventilation to living and dining rooms shall be provided as far as practicable.
 - c. Air conditioner aperture of minimum size 830mm (height) x 780mm (width) at the high level of the external wall to be provided and shall include supports capable of taking a split type or room type air conditioner.
- Bedroom

 - x. The bedrooms shall be:-
 - a. All bedrooms, of which not less than two, shall be of regular shape.
 - b. Minimum structural dimensions of one of the bedrooms shall be 2,600mm by 2,100mm on plan, and the remaining bedrooms shall be 2,100mm on plan respectively, both exclusive of column and beam projection at floor level.
 - c. Air conditioning aperture of minimum size 530mm (height) x 650mm (width) at the high level of the external wall to be provided.
- Bathroom/ Toilet

 - xi. Each residential unit shall be provided with one bathroom.
 - xii. 3 bedrooms flat shall be provided with one additional separate toilet.
 - xiii. The bathroom/ toilet shall be designed to incorporate, inter alia, the following:-
 - a. Bathroom/ toilet shall be suitably sized with minimum finished dimension of 1,200mm.
 - b. Bathroom/ toilet floors shall have waterproofing membrane with a up-turn of 150mm above cement sand screed to all edges. Under bath shall be waterproofed with proprietary single layer applied bituminous water proofing membrane up to the bath tub apron level. Adequate fall shall be provided in the floor finishes. uPVC vertical floor drain outlet with screw-fixed grating and uPVC support frame shall be provided. The floor drain shall be through wall only.
 - c. Door threshold shall be provided with 25mm curb (measured from bathroom inside).
 - d. The wash-hand basin and bath shall have hot and cold water supply with hot and cold water taps.
- Fixture and Fittings

 - xiv. The bathroom/ toilet shall be fitted with:-
 - a. A low level, wash down type vitreous china pedestal water closet complete with seat, and close-coupled with a vitreous china cistern of 7.5 litres capacity.
 - b. A vitreous china wash-hand basin of 500mm x 400mm (pedestal or bracket mounted).
 - c. A vitreous china semi-recessed built-in type toilet roll holder. Colour of all the forgoing items (a, b, c) shall match with the same listed under para 3.g.xv.a and b.
 - d. A wall-mounted mirror & cabinet with area min. 0.3m² (size to suit basin layout) shall be installed. Vanity top of minimum width 200mm as integral part of wash-hand basin shall be finished with Corian type material or equivalent.
 - e. A stainless steel towel rail of minimum length of 600mm.

Bathroom
Fixture and
Fittings

- xv. The bathroom shall also be fitted with:-
- a. A bath tub of 1,200mm x 700mm with a profiled vitreous enamel pressed steel apron and access panel. The installed bath tub shall have the apron level not more than 500mm from the finished floor level.
 - b. A vitreous china semi-recessed built-in type soap holder for the bath. The foregoing items (a, b) shall be matched with the same colour.
 - c. A stainless steel shower curtain rail.
 - d. A self cleaning swivel jointed rose with adjustable spray, a hot and cold water manual mixer with flexible tubes and hand spray heads fixed to walls with a height-adjustable fixing bar.

Kitchen

- xvi. Each residential unit shall be provided with one kitchen.
- xvii. The kitchen shall be designed to incorporate, inter alia, the following:-
- a. The kitchen shall be suitably sized with minimum structural dimension of 1,500mm on plan.
 - b. Floor shall have waterproofing membrane with up-turn of 150mm to all edges. Adequate falls shall be provided in the floor finishes. uPVC vertical outlet with screw-fixed grating and uPVC support frame shall be provided. The floor drain shall be through wall only.
 - c. Adjustable nylon roller catch shall be provided to hold the door in closed position.
 - d. A space with a drainage outlet, electricity and water supply, either in the kitchen or bathroom shall be provided for a washing machine. Reserved connection couple to the drainage outlet shall be fixed not higher than 230mm from the finished floor level.
 - e. Adequate space shall be provided for the accommodation of a refrigerator of not less than 0.1 m³ capacity.
 - f. Door threshold shall be provided with 25mm curb (measured from kitchen inside).
 - g. Kitchen door shall be fitted with overhead door closer, where required.
 - h. An opening of size 150mm x 150mm on the kitchen's external wall shall be allowed to make it possible for flat owners to install an additional ventilation duct for cooking exhaust.

Fixture and
Fittings

- xviii. The kitchen shall be fitted with:-
- a. A stainless steel sink with inset 1½ bowl sink unit and drain board on top of a base unit containing 15 mm thick MDF board sink cupboards, of not less than 1,500mm in length. The sink draining board may be used as a chopping board and accordingly, the sink supports shall be solidly constructed to prevent the draining board from defecting.
 - b. A cooking bench constructed with 15mm thick MDF board with worktop of overall thickness 30mm and the sides and door to be laminated with approved 0.8mm thick postforming grade plastic sheet.
 - c. A hanging kitchen cabinet with proprietary brands from approved list.
 - d. The exhaust vent opening on the external wall shall be covered with a metal louvre.

Part 2 Building Services Installation

- General** 4. Each residential block shall be designed and constructed to incorporate, inter alia, the following:-
- Lift**
- a. Where lifts are installed, the design requirements are as follows:-
 - i. There shall be a minimum of 2 passenger lifts in each block.
 - ii. Lifts shall be provided with facilities for disabled.
 - iii. At least one such lift shall be designated as a "Fireman's Lift" and shall have a minimum capacity of 10 people.
 - iv. The car internal height shall be 2,800mm.
 - v. The lifts are to be designed to have a passenger waiting time of not more than 90 seconds at any floor and a minimum handling capacity for the service of 5% of the population of each block in 5 minutes. For the purposes of this paragraph, average household size shall be referred to the Planning Brief.
 - vi. Lift design parameters and traffic analysis shall follow the formulae as indicated in Annex I.
- Fittings**
- vii. Every lift shall be provided with a CCTV camera in the lift car and with its signal supplied to the security system of the building.
 - viii. For lift car and machine room, the ventilation fan shall be so located as to dissipate heat effectively.
- Prevent Water Seepage**
- ix. The following shall be so designed and constructed to prevent seepage of water:-
 - a. Louvre and wired glass typhoon guard at ventilation opening of machine room.
 - b. Wall cowl for ventilation opening at top of lift shaft.
 - c. The electrical safety device of car door panels shall be provided with covers to prevent seepage of water and dust accumulation.
- Finishes**
- x. Lift architrave shall be finished with polished/ flamed granite at ground floor and hair-line finish stainless steel for the upper floors.
 - xi. Lift door shall be of stainless steel hair-line finish.
 - xii. The lift car shall be finished as follows:-

	Floor	Wall	Ceiling
Lift Car	300 x 300 & 100 x 100 x 20mm colour granite tile in pattern floor	Polished/ flamed granite slab of minimum 20mm thick for dado up to 900mm high and above dado shall be stainless steel hair-line and polished finish.	Egg-crate type suspended ceiling with recess type down-lights

- Plumbing Services**
- b. Plumbing services shall be designed and constructed to incorporate, inter alia, the following:-
 - i. Hot and cold water services shall be supplied to the bath and the hand basin in the bathroom and the sink in the kitchen.
 - ii. Cold water shall be supplied to the basin of the toilet and washing machine.
 - iii. Where available, salt water shall be supplied for the flushing system, otherwise fresh water shall be supplied.
 - iv. To minimize exposed pipe runs in common areas and inside lift lobbies, individual stack as feeder pipe to serve a cluster of residential units shall be adopted.
 - v. Cold water plumbing lines shall be exposed in the residential flat and common area. Other concealed hot water plumbing pipework shall be suitably wrapped and protected against corrosion.
 - vi. No plumbing services shall protrude through floor slabs in the residential units.
 - vii. Cold water supply pipes shall be of galvanized steel pipes with uPVC lining.
 - viii. Hot water supply pipes shall be of copper pipes with insulation.
- Water Supply Pipe**

- ix. Where uPVC waste water pipes and fittings are employed, they shall comply with BS 5255.
- Soil Pipe x. The section of the main soil pipes below the lowest residential floor shall be of minimum 150mm diameter. Where bends are required in these soil pipes, the bends shall have a minimum radius of 600mm, and where there are more than two such bends, the diameter of the soil pipes shall be suitably enlarged.
- Water Pump c. Low noise motor shall be used with vibration isolation supports and brackets for water pipes.
- Electrical Installation d. The electrical installation shall be designed and constructed to incorporate, inter alia, the following:-
- i. All electrical cables shall be concealed, the "ring main" circuit principle shall be employed for socket outlets which shall be of the 13 amp square pin type.
 - ii. Separate radial sub-circuits shall be used to supply fixed appliances requiring current demands in excess of 13 amp e.g. air conditioning points.
 - iii. The "loop-in" method of wiring shall be used for the lighting with sufficient number and suitable locations of points in each room to ensure good levels of illumination throughout.
 - iv. Each final circuit shall be protected by a miniature circuit breaker (MCB) of appropriate rating, whereas final circuits for power points/ sockets shall be protected by additional residual current devices (RCD).
 - v. Adequate provision for the supply of electricity shall be provided for lighting, air conditioning units and all other electrically powered appliances within each flat.
 - vi. The main and rising submains shall be designed to cater for ultimate demand of 21 amp per flat.
 - vii. Emergency generator shall be provided and sized to cater for essential lighting and power, fire pumps, fireman's lift plus one number additional lift capacity for subsequent homing of the other lifts and satisfying the transient voltage stability, step load acceptance and regenerative power absorption criteria further to FSD's requirement on loading.
- Fire Services Installation e. The fire services shall be designed and constructed to incorporate, inter alia, the following:-
- i. An automatic fire alarm (AFA) panel with the required number of zoning shall be provided and connected by direct telephone line to FSD. The AFA panel and manual fire alarm panel are to be housed inside the caretaker counter on the main entrance floor. The two alarm panels shall be interconnected such that the alarm bells system can give warning on actuation of smoke/ heat detectors.
 - ii. Plant rooms shall be provided with smoke/ heat detection system.
- Gas Supply f. Where Town Gas or LPG/ Air Supply is available, it should be used; where Town Gas or LPG/ Air Supply is not at present available but the Hong Kong & China Gas Co. Ltd. gives assurance to provide it to meet the completion date of the development, it should be used.
- Security System g. The security system shall be designed and constructed to incorporate, inter alia, the following:-
- i. The main entrance lobby shall be completely secured with an access door operated by each flat occupant's key or digital secret code door lock release, by the caretaker stationed at the main entrance floor caretaker counter, or by a door phone system which permits each flat occupants in the flat to release the electric lock on the lobby access door.

- CCTV
- ii. In addition to the lift CCTV described at 4.a.vii above, CCTV monitoring of access doors is to be provided. The caretaker counter shall be provided with video monitor connected to the CCTV cameras.
- iii. All CCTV coverage shall be installed such that flat occupants may tune in their own TVs to receive the signals and thereby contribute to building security
- Door
- iv. All CCTV coverage shall have a recording facility.
- v. Local alarm and door monitoring system for all exit doors on G/F and roof in addition to the main entrance as stated at 4.g.i above shall be provided for the main entrance floor caretaker counter.
- vi. The fire escape door shall be controlled on the inside by a self-closer and panic-bolt.
- Services Rooms
- h. The services rooms shall be designed and constructed to incorporate, inter alia, the following:-
- i. Adequate mechanical ventilation and acoustic treatment facilities shall be provided.
- ii. Minimum illumination level inside services rooms shall be 150 lux.
- Lightning Protection
- i. The development shall be equipped with a Lightning Protection System.
- Earthing System
- j. The development shall be equipped with an effective earthing system, together with all necessary equi-potential bonding connections.
- Carpark Control
- k. An automatic carpark control system shall be provided to regulate vehicular access to the carpark in the development.
- Common Areas
5. The main entrance lobby shall have a telephone connection point and equipped with split-type air conditioner of adequate capacity. Recessed type down-lights shall be provided for main entrance lobby, lighting fittings in other common areas shall be fitted with vandal-proof diffusers. All public areas shall be provided with an illumination level not less than 100 lux.
- Residential Unit
6. The building services for each residential unit shall be designed and constructed to incorporate, inter alia, the following:-
- a. Each living/ dining room shall be provided with:-
- i. A telephone connection point.
- ii. Door phone system for main entrance access-door.
- iii. A communal aerial broadcast distribution outlet for television and FM radio.
- iv. A minimum of 2 ceiling mounted batten lamp holders with individual control switches.
- v. 3 electrical twin sockets plus a fused connection unit with a separate control switch (double-pole) to take a room or split-type air conditioner.
- vi. A low voltage door bell system.
- Bedroom
- b. Each bedroom shall be provided with :-
- i. Each bedroom shall be equipped with two single electrical sockets plus a fused connection unit with a separate control switch (double-pole) to take a room air-conditioner, for which an aperture shall be constructed. The separate control switch shall be located inside the bedroom door.
- ii. The largest bedroom shall be provided with one number of TV/FM outlet and one number of telephone connection point.
- Bathroom/ Toilet
- c. Each bathroom shall be provided with a 10-litres per minute capacity instantaneous balanced flue gas water heater. Each bathroom/ toilet shall be provided with a fused connection unit with separate control switch for exhaust fan.

~~Kitchen~~

- d. Each kitchen shall be provided with:
 - i. Two 13 amp twin sockets outlet and one 13 amp single socket outlet.
 - ii. A fused connection unit with integral DP switch for washing machine.
 - iii. A fused connection unit for exhaust hood.
 - iv. A fused connection unit with separate control switch for exhaust fan.

Part 3 Specifications, Approved Lists and Performance Guides

General

7. The purchaser shall design, construct and finish the development to the satisfaction of the Director of Housing and, except as otherwise specified in this Technical Schedule, to incorporate, inter alia, the latest edition of all concerned Hong Kong Housing Authority Specifications, technical and inspection guides and supplements, together with the following Specifications, Approved Lists and Performance Guides mentioned hereunder valid at the time of tender or as otherwise specified:-

Specifications

a. Specifications and supplements are as follows:-

- i. Project Specification for use in PSPS Developments issued by Housing Department, 1999 Edition.
- ii. General specification for Lift and Escalator Installations for Hong Kong Housing Authority Contracts, issued by Housing Department, 1993 Edition.
- iii. Particular Specification for Lift and Escalator Installations for Hong Kong Housing Authority Contracts, issued by Housing Department, May 1998 Edition.
- iv. General Specification for Communal Aerial Broadcast Distribution System for Hong Kong Housing Authority Contracts, issued by Housing Department, 1988 Edition.
- v. General Specification for Air Conditioning, Ventilation and Central Monitoring and Control System Installation in Government Buildings, Hong Kong, issued by Electrical Mechanical Services Department, Hong Kong Government, 1988 Edition.
- vi. General Specification for Liquefied Petroleum Gas Installation in Government Buildings, Hong Kong, issued by Electrical Mechanical Services Department, Hong Kong Government, 1986 Edition.

Approved Lists

b. Approved Lists are as follows:-

- i. Lists of Approved Proprietary Names for building materials issued by Housing Department.
- ii. Approved list of play equipment issued by Housing Department.
- iii. Approved list of impact absorbing surfaces issued by Housing Department.

Performance Guides

c. Performance Guides are as follows:-

- i. The main contractor has to carry out the following watertightness tests to windows and wet areas (bathrooms and toilets) as specified by the Director of Housing:-
 - a. All wet areas with waterproofing applied in the residential units shall be watertight and shall be subjected to and must pass a 100% watertightness test.
 - b. All windows including the air-conditioning apertures and window surrounds shall be watertight and shall be subjected to and must pass a 100% watertightness test.
- ii. The following tests have to be carried out by specialist testing contractor:-
 - a. Concrete coring to structures, at a minimum of 3 numbers 100mm diameter samples from the slabs and a minimum of 3 numbers 100mm diameter core samples from the walls, each set at random over four storeys.
 - b. Non-destructive test on waterproofing of all residential blocks roof using infra-red thermography.
 - c. Window performance test to prove that they are watertight and can withstand the specified pressure.
 - d. Door performance tests and x-ray scanning test to prove that doors are designed and constructed to the specified performance standards and are free of insect infestation.
 - e. Gateset ironmongery performance tests to prove that locks are designed and constructed to the specified performance standards.

Mock up

iii. In addition to the stipulations under the Tender Conditions, the sample of finished

- Installation concrete panel to receive various external and internal finished shall be provided for approval of the Director of Housing prior to the mass installation.
- TV Survey iv. TV survey shall be carried out on the completed drainage system and record of the survey shall be submitted to the Director of Housing.
- Access for Telecommunications and Broadcasting Services d. The Purchaser shall coordinate with the fixed telecommunication network services (FTNS) and subscription television broadcasting services (STBS) operators for the provision of access facilities for the FTNS and STBS in the planning and design of the development. The Purchaser shall also allow the FTNS and STBS operators to have access to the development for their installation work during the construction stage. The provision of the access facilities shall be in accordance with the Code of Practice for Access facilities of Buildings for The Provision of Telecommunications and Broadcasting Services issued by Office of The Telecommunication Authority.
- PASS e. The performance of the Contractor is to be assessed by the Performance Assessment Scoring System, abbreviated as PASS, which is an objective means of comparing the performance of individual Contractors in the Housing Authority List of Building Contractors. The Housing Department's List Management Committee (LMC) will use the scores emanating from the overall performance reports generated from PASS when awarding preferential tendering opportunities. The PASS shall be implemented as follows:-
- Implementation i. PASS assessments are not intended to replace the normal checks, inspections and tests to be carried out by the Purchaser's Authorised Person and should be seen only as complimentary checking systems on the various aspects of the Works.
ii. Assessments shall commence upon commencement of substructural works until substantial completion.
iii. Assessments on site shall be carried out by the Director of Housing's representatives (Assessment Team), with the assistance of the Purchaser's site staff, and in the presence of the Contractor's authorised representative, the Project Architect, Structural Engineer, Building Services Engineer and, if not acting as member of the Assessment Team, the Monitoring Surveyor.
- Site Obligations f. Site obligations shall include the following :-
i. Site safety measures shall incorporate the following as specified by the Director of Housing -
a. Safety plan(s) to be prepared and implemented in specified manners.
b. Designated Safety Officer(s) in specified strength shall be allocated to the site on full-time basis to carry out any statutory requirements and those duties as required in the safety plan(s).
c. Any labours/workers and technical personnel on site shall be a holder of a Green Card or a Silver Card as specified.
d. Protective canopy of 3.6m width around the edges of the building.
- Site Safety ii. Site security measures shall incorporate the following as specified by the Director of Housing -
a. Security plan(s) to be prepared and implemented in specified manners.
b. Security guards shall be allocated to the site in specified strength to carry out any necessary duties including those required in the security plans.
- Site Security iii. Access to upper floors of the residential blocks by temporary passenger lift(s) shall be provided on site.
- Temporary Passenger Lift

LIFT DESIGN PARAMETERS AND TRAFFIC ANALYSIS

DESIGN PARAMETERS

1. To take 3 sec as the passenger transfer (in and out) time.
2. To take 5.5 and 4 sec as the door operation (opening and closing) time for centre opening door of 1100 and 800mm wide respectively.

LIFT TRAFFIC ANALYSIS

3. The method described below is to be used for lift traffic analysis and design purpose.

3.1 Symbols employed are :-

AIT	Average interval time (sec)
L	Number of lifts in the same group
5MHC	5-minute handling capacity (%)
N	Number of landings above ground floor
P	Lift contract load (Persons)
POP	Zonal design population of the building to be served by a lift or a group of lifts
RTT	Round trip time (sec)
S	Number of probable stops
T	Travel of a lift (m)
t_d	Car door opening and closing time for each stop (sec)
t_{down}	Non-stop flight time from the highest landing to ground floor (sec)
t_p	Transfer time for each passenger (sec)
t_{up}	Flight time from ground floor to the highest landing with S stops, excluding door operation time and passenger transfer time (sec)
V	Contract speed (m/s)

3.2 Number of probable stops

$$S = N \left[1 - \left(\frac{N-1}{N} \right)^P \right]$$

which is based on probability theory.

3.3 Upflight time

$$t_{up} = \frac{1.5T}{V}$$

where 1.5 is a constant to allow for the acceleration and deceleration time for the S stops.

3.4 Downflight time

$$t_{down} = \frac{1.1T}{V}$$

where 1.1 is a constant to allow for the acceleration and deceleration time for an express trip.

3.5 Total passenger transfer time

$$\text{Total } t_p = 3P$$

3.6 Total door operation time

$$\text{Total } t_d = (S + 1) t_d$$

3.7 Round trip time

$$RTT = t_{up} + t_{down} + 3P + (S + 1) t_d + 3$$

where 3 is the limit time allowed.

3.8 Average interval time

$$AIT = \frac{RTT}{L}$$

3.9 5-minute handling capacity

$$5MHC = \frac{300 \times P \times L \times 100\%}{RTT \times POP}$$

List of Scheduled Defects

The Purchaser shall be responsible for the investigation, all necessary works or repairs, amendments, reconstructions and rectifications and shall make good the following listed defects for five years after the expiry of the Defects Liability Period. All such works shall be at the Purchaser's expense unless such defects are proven to have arisen from subsequent work carried out by owners or their decorator/contractors to the original fabric of the buildings.

1.0 WATER PENETRATION DEFECTS

- 1.1 Leakage through roof structures
- 1.2 Leakage through external walls
- 1.3 Leakage between floors
- 1.4 Leakage in water tanks
- 1.5 Leakage through expansion joints (if applicable)

2.0 WALLS, FLOORS & CEILINGS

- 2.1 Spalling of concrete due to inadequate cover to reinforcement
- 2.2 Spalling of finishes e.g. mosaic tiles
- 2.3 Cracks in hardened structural and non-structural concrete
- 2.4 Incorrect levels or falls giving rise to ponding in wet areas
- 2.5 Cracks due to building movement/settlement

3.0 PLUMBING & DRAINAGE

- 3.1 Leakage from pipes, drains and fittings
- 3.2 Blockages caused by incorrect design or installation

4.0 EXTERNAL WORKS

- 4.1 Defects to external works, pavements and channels due to soil movement

MEMORANDUM OF AGREEMENT


BETWEEN First Star Development Limited (添星發展有限公司)
of 23/F., Enterprise Square, 26 Nathan Road, Tsimshatsui, Kowloon, Hong Kong
(hereinafter 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 a deposit and in part payment of the premium (the
receipt of which is hereby acknowledged) hereby agrees to pay the balance of the said
premium and to become the Lessee of the said lot upon and subject to the foregoing
Conditions and on his part to perform and abide by the said Conditions.

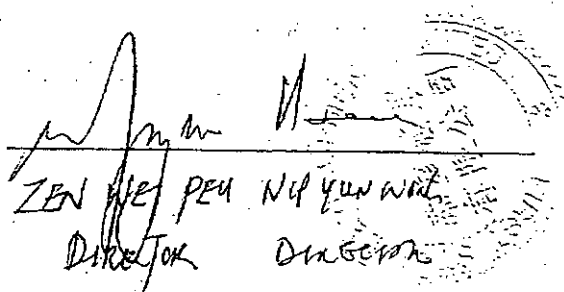
Registry No.	Rent	Amount of premium at which purchased
Kowloon Inland Lot No. 11076	As specified in General Condition No. 4	\$ 583,000,000.00

Dated this 22nd day of October, 1999

Witness to the signature of the
Purchaser :

Signature of the Purchaser/Seal of the
Purchaser and authorized signature(s)


Miss CHUK Yee-man, Lydia


ZEN WAI PEU
Director

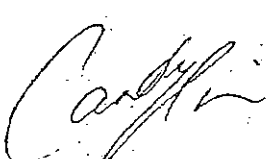
H.K.I.D. Card
No. D 813298 (5)

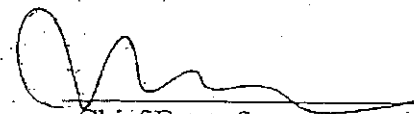
Address 18/F, 333 JAWA ROAD,

NORTH POINT, HK

Witness to the signature of
Chief Estate Surveyor,
Land Supply and Redevelopment
Section

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


LIU KIT KWAN CANDY
Civil Servant,
Lands Department


A.S.L. FUNG
Chief Estate Surveyor,
Land Supply and Redevelopment
Section,
Lands Department

Land Registry
Copy

Q.S. NO. 12547

Dated 22nd October 1999

AGREEMENT

AND

CONDITIONS OF SALE

by Tender

of

KOWLOON INLAND LOT

NO. 11076

Refer to Computerized Register

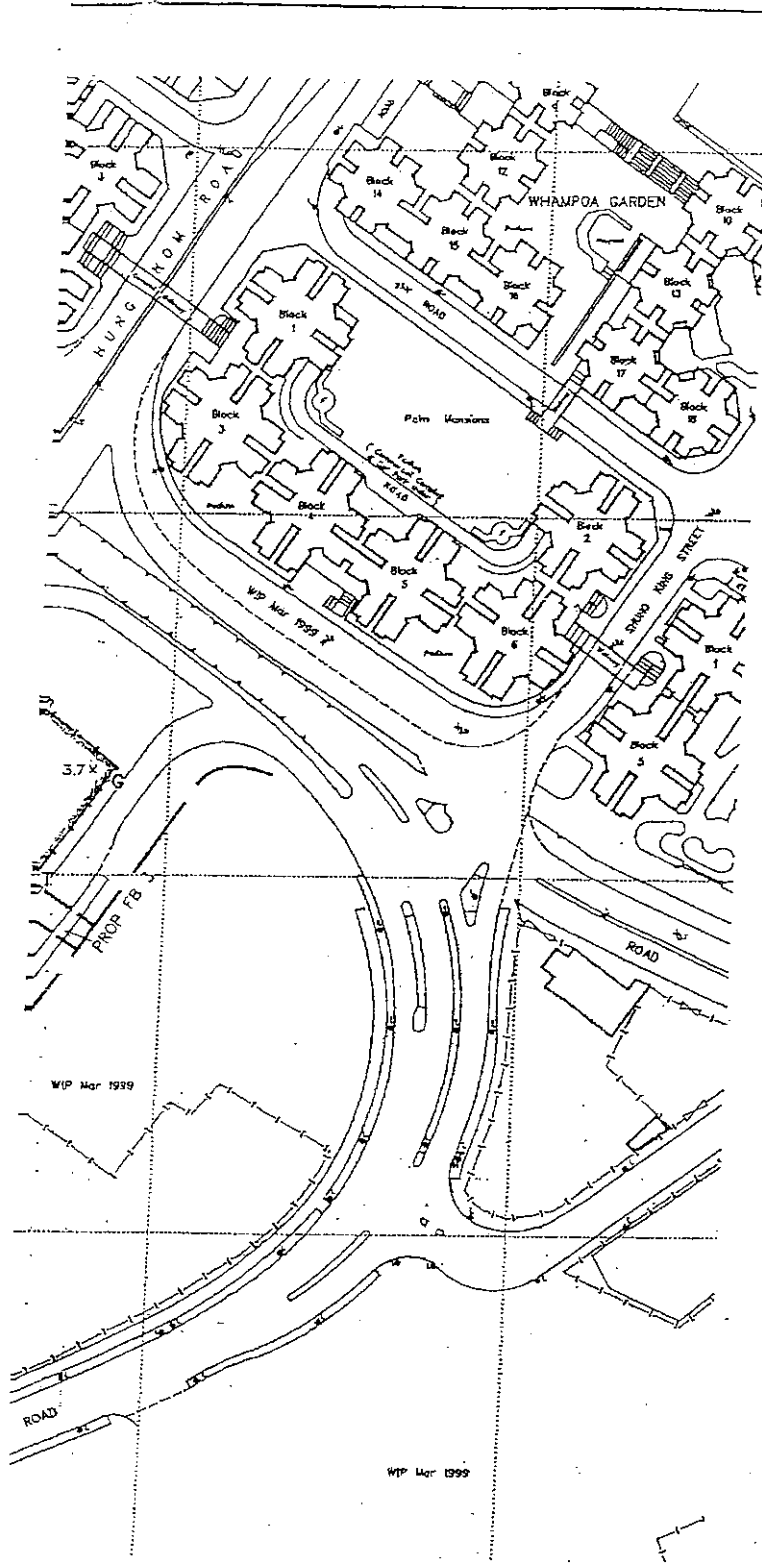
Purchaser : *First Star Development Limited*

Rent : As specified in General
Condition No. 4

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

Lands Department

LAND SUPPLY
AND REDEVELOPMENT SECTION
LANDS DEPARTMENT



[Signature]
Purchaser

[Signature]
Chief Estate Surveyor

IS (ABOUT)

0 200 METRES

22nd October 1999
Date

File No. () in LD DSO/K 025/95
Survey Sheet No. 11-NW-25D
Layout Plan No. D/K9A/2
Reference Plan No. 95393/SK/084 & 163
PLAN No. KL4179-SP5