

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 50 years commencing from the date of the Memorandum of Agreement at a rent specified in the Particulars of the Lot hereunder and subject to the General and Special Conditions of Sale annexed hereto (hereinafter referred to as "the Conditions of Sale").

PARTICULARS OF THE LOT

Registry No.	Location	Site	Area in square metres	Rent
Kwai Chung Town Lot No. 531	Junction of Mei Ching Road and Container Port Road South, Kwai Chung, New Territories	As delineated and shown coloured pink, pink cross-hatched black, pink cross- hatched black stippled black, pink hatched black, pink hatched black stippled black, pink hatched black stippled red, pink hatched blue, pink hatched blue stippled black and pink stippled black on the plan annexed hereto excluding the stratum of land as set out and described as the Reserved Area in Special Condition No. (10)(a) of the Conditions of Sale	55,245 (about)	An annual rent of an amount equal to 3% of the rateable value from time to time of the lot, subject to General Condition No. 4 of the Conditions of Sale

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

3. Tenders must be—

- (a) made in DUPLICATE in the Form of Tender annexed hereto;
- (b) enclosed in a sealed envelope addressed to the Chairman, Central Tender Board and clearly marked on the outside of the envelope "Tender for Kwai Chung Town Lot No. 531"; and
- (c) deposited in the tender box labelled "Government Secretariat Tender Box" (hereinafter referred to as "the Government Secretariat Tender Box") at the

Lobby of the Public Entrance on the Ground Floor, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong, before 12 noon on Friday, 15 July 2022. In case a Black Rainstorm Warning Signal or a Tropical Cyclone Warning Signal No. 8 or above or an announcement on "extreme conditions" caused by super typhoon is issued by the Government at any time between 9 a.m. and 12 noon on the said date, the tender closing time will be extended to 12 noon on the first working day of the following week and on which no Black Rainstorm Warning Signal or Tropical Cyclone Warning Signal No. 8 or above or announcement on "extreme conditions" caused by super typhoon is issued by the Government at any time between the hours of 9 a.m. and 12 noon. In case the public access to the Government Secretariat Tender Box is blocked or for any reason becomes inaccessible at any time between 9 a.m. and 12 noon on the said date, the Government will announce the extension of the tender closing time until further notice. Where an announcement has been made for the extension of the tender closing time until further notice, upon the removal of the blockage or inaccessibility, the Government will as soon as practicable announce the revised tender closing time. The above announcements will be made via press releases on the website of the Information Services Department (www.info.gov.hk/gia/general/today.htm).

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

5. TENDERERS MUST FORWARD WITH THEIR TENDER a cheque or cashier's order in a sum of Fifty Million Hong Kong dollars (HK\$50,000,000.00), made payable to "The Government of the Hong Kong Special Administrative Region" and drawn on a bank which is a bank duly licensed under section 16 of the Banking Ordinance. If a cheque is submitted, it must be certified good by the bank on which it is drawn for payment up to 30 September 2022. All cheques and cashier's orders will be retained uncashed until the Central Tender Board has made its decision on the tenders submitted. If a tender is accepted, the cheque or cashier's order submitted therewith will be treated as an initial deposit (hereinafter referred to as "the Initial Deposit") towards and applied in part payment of the premium tendered. All other cheques and cashier's orders will be returned, within a period of 14 days of the date specified in paragraph 7 below, to the unsuccessful tenderers at the addresses stated in their tenders.

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

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

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

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

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

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

7. If a tender is accepted, the successful tenderer shall be the Purchaser and he will be notified of the acceptance of his tender by a letter posted to him at or delivered to the address stated in his Form of Tender not later than 9 September 2022. In the event that the Initial Deposit is less than 10% of the premium tendered by him, the Purchaser shall, within 7 working days of the date of the said letter, pay to the Government in one lump sum a further deposit equivalent to 10% of the premium tendered by him less the Initial Deposit and rounded up to the nearest hundred thousand which shall be applied in part payment of the premium tendered by him. Within 14 days of the date of the said letter, the Purchaser shall sign or in the case of a limited company duly execute under its common seal and in accordance with the laws of its place of incorporation or otherwise in accordance with the applicable law to the satisfaction of the Director of Lands, the Memorandum of Agreement in the form annexed to the Conditions of Sale and the sale plan annexed hereto. Where the successful tender has been made on behalf of a principal, the principal shall himself sign or itself execute the Memorandum of Agreement and the said plan.

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

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

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

FORM OF TENDER

Tender for the grant of Kwai Chung Town Lot No. 531 for a term of 50 years commencing from the date of the Memorandum of Agreement annexed to the Tender Notice at the rent specified in the Particulars of the Lot in the Tender Notice and subject to the General and Special Conditions of Sale annexed to the Tender Notice (hereinafter referred to as "the Conditions of Sale").

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

I/We SUNRISE VICTORY LIMITED

having read the foregoing Tender Notice, the Conditions of Sale and examined the plan therein referred to, hereby offer to purchase the above-mentioned lot at a premium of Five Billion Two Hundred And Fifty-Six Million Nine Hundred And Ninety-Nine Thousand Nine Hundred Ninety-Nine Hong Kong dollars (HK\$5,256,999,999) for the term and upon the terms and conditions set forth in the Tender Notice and the Conditions of Sale.

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

3. ~~A cheque certified good for payment up to 30 September 2022 by the bank on which it is drawn~~/A cashier's order made payable to "The Government of the Hong Kong Special Administrative Region" for HK\$50,000,000.00 is forwarded herewith as an initial deposit, which shall be applied in part payment of the premium for the lot as provided in the Conditions of Sale, if ~~my~~/our tender is accepted.

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

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

6. I/We accept and acknowledge that—

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

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

ORIGINAL



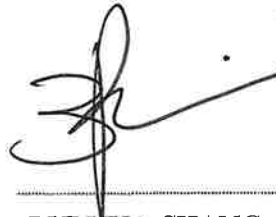
ORIGINAL



- (c) for the avoidance of doubt, my/our consent given under paragraph 5 above and the acceptance and acknowledgement under sub-paragraphs (a) and (b) above shall survive and continue to be binding on me/us, whether as the successful tenderer or the unsuccessful tenderer after the award of the tender to the successful tenderer and after the signing or execution of the Memorandum of Agreement and the sale plan referred to in paragraph 7 of the Tender Notice by the Purchaser and the signing thereof on behalf of the Government.

Dated 15 JULY 20 22

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



Name(s) of authorized officer(s) in block letters

RUI HUA CHANG

Address of tenderer in block letters C/O SUITES 2905-06, TWO EXCHANGE SQUARE,
8 CONNAUGHT PLACE, CENTRAL, HONG KONG

Telephone number 2376 9623 Facsimile number 2376 9699

Particulars of parent company (if appropriate):

Name in block letters ESR GROUP LIMITED

Address in block letters SUITES 2905-06, TWO EXCHANGE SQUARE,
8 CONNAUGHT PLACE, CENTRAL, HONG KONG

Name of contact person(s) RICHARD LEE

Telephone number 2376 9614 Facsimile number 2376 9699

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

ORIGINAL



ORIGINAL



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

GENERAL CONDITIONS

Completion of
tender documents

1. Within 14 days of the date of the letter referred to in paragraph 7 of the Tender Notice annexed hereto, the successful tenderer (hereinafter referred to as "the Purchaser") shall sign, or in the case of a limited company duly execute under its common seal and in accordance with the laws of its place of incorporation or otherwise in accordance with the applicable law to the satisfaction of the Director of Lands (hereinafter referred to as "the Director"), the Memorandum of Agreement annexed hereto (hereinafter referred to as "the said Memorandum") and the sale plan annexed hereto for completing the purchase according to these Conditions. Where the successful tender has been made on behalf of a principal, the principal shall himself sign or itself execute the said Memorandum and the sale plan annexed hereto as Purchaser.

Completion of
sale

2. Within 28 days of the date of the letter referred to in paragraph 7 of the Tender Notice annexed hereto, the Purchaser shall pay to the Government of the Hong Kong Special Administrative Region (hereinafter referred to as "the Government") in one lump sum the balance of the premium tendered by him.

Failure to pay
further deposit or
balance of the
premium

3. If the Purchaser shall have failed to pay the further deposit (if required) referred to in paragraph 7 of the Tender Notice annexed hereto in accordance with the said paragraph 7 or shall fail to pay the balance of the premium as provided in General Condition No. 2 hereof, the Government may either enforce or cancel the sale. On cancellation the sum forwarded by the defaulting Purchaser with his tender as an initial deposit and the sum paid as a further deposit in accordance with paragraph 7 of the Tender Notice annexed hereto and in part payment of the premium tendered by him shall be wholly forfeited to the Government, and the Government shall be at liberty to resell the lot at such time and place and in such manner as the Government shall deem fit, and all losses and expenses attending a resale or attempted resale, including—

- (a) interest equivalent to 2% per annum above the average Best Lending Rate announced by the current note-issuing banks in the Hong Kong Special Administrative Region (hereinafter referred to as "Hong Kong"), namely, The Hongkong and Shanghai Banking Corporation Limited, Standard Chartered Bank (Hong Kong) Limited and Bank of China (Hong Kong) Limited for the time being (hereinafter referred to as "the Agreed Rate") on the further deposit (if required but not paid) and the balance of the premium for the periods from the respective latest dates upon which such further deposit and balance should have been paid in accordance with paragraph 7 of the Tender Notice annexed hereto and General Condition No. 2 hereof up to and including the date upon which the balance of the premium upon a resale is paid;
- (b) any deficiency which may result on a resale; and

- (c) interest at the Agreed Rate on any such deficiency for the period from the date upon which the balance of the premium upon a resale is paid up to and including the date of payment of the deficiency,

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

Rent

4. Rent as specified in the Particulars of the Lot in the Tender Notice annexed hereto shall commence and be payable from the date of this Agreement until the expiry of the term hereby agreed to be granted, and shall be governed by the provisions of the Government Rent (Assessment and Collection) Ordinance, any regulations made thereunder and any amending legislation and also subject to a minimum rent of \$1 per annum (if demanded).

Acknowledgement
by Purchaser

5. (a) The Purchaser hereby accepts and acknowledges—

- (i) that the Government shall be under no liability whatsoever to the Purchaser (which expression shall for the purpose of this General Condition only includes his successors, assigns, mortgagees, tenants or other occupiers of the lot whether lawful or otherwise) for any loss or damage howsoever arising in connection with or as a consequence of his purchase of the lot and its subsequent development;
- (ii) that he has purchased the lot based upon his own evaluation of land records and available geotechnical information whether obtained from Government sources or otherwise and has satisfied himself as to the state and condition of the lot in relation to the purposes for which the lot is to be developed or redeveloped;
- (iii) that he takes the lot, whether on, above or below the surface of the ground, in the state and condition as it exists on the date on which possession of the lot is deemed to be given in accordance with Special Condition No. (1) of these Conditions; and
- (iv) that he shall not be entitled to revoke, withdraw, cancel or resile in any way whatsoever from this Agreement nor be entitled in any way whatsoever to compensation or a reduction in the sale price or any other compromise whatsoever should he subsequently determine that the lot is not fit for the purposes for which he purchased the lot.

Exclusion of
warranty

- (b) (i) The Government has given no warranty, express or implied, as to the suitability or fitness of the lot or any part thereof for development whether in accordance with these Conditions or otherwise. The Purchaser for himself, his successors or assigns undertakes not to make any claim against the Government for any loss or damage whatsoever which he may suffer as a result of or arising from the state and condition of the lot making it either unfit for the purposes for which he purchased the lot or rendering it impossible to achieve the scale of development originally intended.

- (ii) The Government in no way warrants the accuracy or correctness in any way whatsoever of any information made available or obtained, and in particular does not warrant that the lot is fit and suitable for any particular purpose.

Indemnity by the
Purchaser

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

Setting out

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

Encroachment
upon Government
land

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

Maintenance

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

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

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

Boundary stones

8. The Purchaser shall permit boundary stones properly cut and marked with the number of the lot to be fixed at each angle thereof and either in or on the land itself or in or on any building erected thereon as may be required by the Director and shall pay the fees prescribed by him therefor as well as the prescribed fees for the refixing of such boundary stones which, through being lost, damaged or removed, need replacing.

Private streets,
roads and lanes

9. Any private streets, roads and lanes which by these Conditions are required to be formed shall be sited to the satisfaction of the Director and included in or excluded from the area to be leased as may be determined by him and in either case shall be surrendered to the Government free of cost if so required. If the said streets, roads and lanes are surrendered to the Government, the surfacing, kerbing, draining (both foul and storm water sewers), channelling and road lighting thereof shall be carried out by the Government at the expense of the Purchaser and thereafter they shall be maintained at public expense. If the said private streets, roads and lanes remain part of the area to be leased, they shall be lighted, surfaced, kerbed, drained, channelled and maintained by and at the expense of the Purchaser and in all respects to the satisfaction of the Director and the Director may carry out or cause to be carried out the installation and maintenance of road lighting for the sake of public interest as required. The Purchaser shall bear the capital cost of installation of road lighting and allow free ingress and egress to and from the area to be leased to workmen and vehicles for the 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 into or upon the lot or any part thereof or any building or part of any building erected on the lot for the purpose of inspecting the same so as to ascertain that there is no breach of or failure to observe any of these Conditions.

Right to inspect
for assessing
contamination

(b) The Purchaser shall throughout the tenancy, at all reasonable times, permit the Director and the Director of Environmental Protection (hereinafter referred to as "the DEP") or his or their authorized representatives, upon

serving reasonable verbal or written notice on the Purchaser, to enter into or upon the lot or any part thereof or any building or part of any building erected on the lot for the purpose of carrying out site investigation works to assess the extent of contamination within the lot, which works shall include but not be limited to conducting site inspections, taking soil and water samples and any other works and operations relating or ancillary to such contamination assessment.

Breach of lease conditions

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

Re-entry

11. (a) Upon any failure or neglect by the Purchaser to perform, observe or comply with any of these Conditions, the Government shall be entitled to re-enter upon and take back possession of the lot or any part thereof and all or any buildings, erections and works erected or to be erected on the lot or any such part thereof or any part of such buildings, erections or works and thereupon this Agreement and the rights of the Purchaser hereunder shall absolutely cease and determine (in respect of such part if the re-entry is upon a part only) but without prejudice nevertheless to the rights, remedies and claims of the Government in respect of any breach, non-observance or non-performance of the terms and conditions hereof.

No refund of premium on re-entry

(b) In the event of re-entry by the Government for or in respect of or arising out of the breach, non-observance or non-performance by the Purchaser of the provisions of these Conditions, the Purchaser shall not be entitled to any refund of the premium paid by him or any part thereof or to any payment or compensation whatsoever whether in respect of the value of the land or any part thereof or any building or buildings erected or to be erected on the land or any part thereof or part of any such building or buildings or any amount expended by the Purchaser in the preparation, formation or development of the lot or any part thereof or otherwise.

Lease

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

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

and shall pay the prescribed fees for every additional lease so required to be taken up.

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

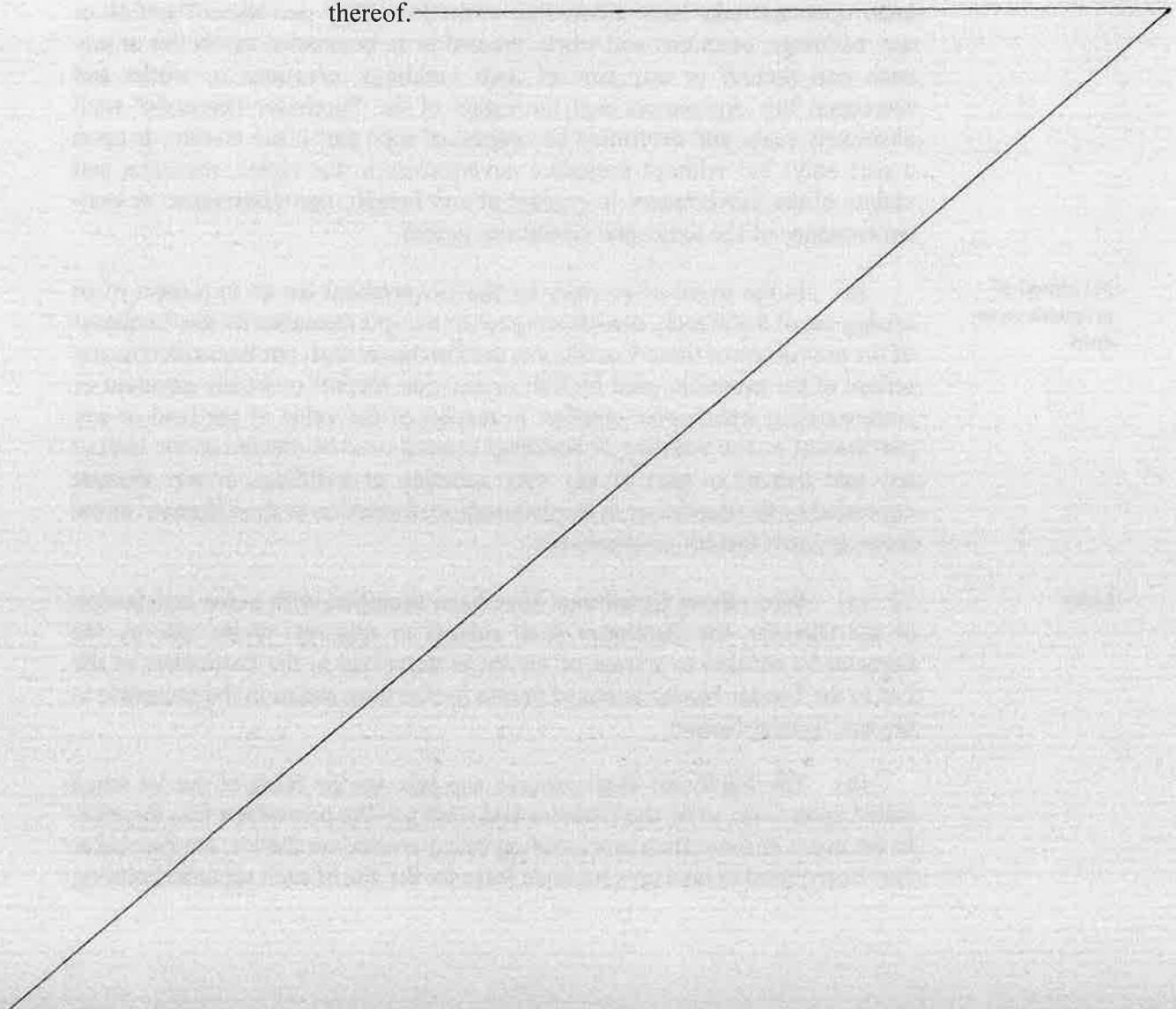
Definitions

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

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

Marginal notes

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



SPECIAL CONDITIONS

Possession

(1) Subject to General Condition No. 1 hereof and payment of the balance of the premium as provided in General Condition No. 2 hereof, possession of the lot shall be deemed to be given to and taken by the Purchaser on the date of this Agreement.

Indemnify
Government
against the Utility
Services and the
Existing
Buildings and
Structures

(2) (a) The Purchaser hereby accepts and acknowledges that as at the date of this Agreement—

- (i) there are some utility services, including but not limited to gas pipes and a cable existing within the lot (which utility services, gas pipes and cable are hereinafter referred to as “the Utility Services”, “the Gas Pipes” and “the Cable” respectively); and
- (ii) there are some buildings and structures existing within the lot (which buildings and structures excluding the Highways Facilities (as defined in Special Condition No. (43)(a) hereof) are hereinafter collectively referred to as “the Existing Buildings and Structures”).

(b) Without prejudice to General Condition No. 5 hereof, the Purchaser shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing at the date of this Agreement subject to the presence and use of the Utility Services and the Existing Buildings and Structures, and no objection or claim whatsoever shall be made or raised against the Government by the Purchaser in respect of or on account of the same.

(c) The Government gives no warranty or guarantee, express or implied, as to the physical state, condition or safety of the Utility Services and the Existing Buildings and Structures.

(d) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the presence, use, maintenance, repair, alteration, replacement, demolition or removal of the Utility Services, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

(e) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the presence, use, maintenance, repair, alteration, replacement, demolition or removal of the Utility Services.

(f) The Purchaser may at his own expense demolish and remove the Existing Buildings and Structures from the lot (which demolition and removal works are hereinafter referred to as “the Demolition Works”).

(g) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the presence, use, maintenance, repair, renovation, replacement, alteration of or addition to the Existing Buildings and Structures or the carrying out of the Demolition Works, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

(h) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the presence, use, maintenance, repair, renovation, replacement, alteration of or addition to the Existing Buildings and Structures or the carrying out of the Demolition Works.

Building covenant (3) The Purchaser shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before 30 June 2028.

User (4) (a) Subject to these Conditions, the lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than—

(i) logistics and freight forwarding including—

I. inventory management including order processing, receiving, picking and packaging, labelling, quality checking, consolidation, cross-docking, freight management and distribution of goods (including but not limited to raw materials, spare parts and merchandises but excluding sand, aggregates, building materials and dangerous goods as defined in section 2 of the Dangerous Goods Ordinance) and ancillary storage of such goods and such other related or ancillary purposes as may from time to time be approved in writing by the Director; and

II. return management including management of associated movements, repair or replacement of defective components and associated quality assurance of goods (including but not limited to raw materials, spare parts and merchandises but excluding sand, aggregates, building materials and dangerous goods as defined in section 2 of the Dangerous Goods Ordinance) (hereinafter referred to as “the Return Management”) and ancillary storage of such goods and such other related or ancillary purposes as may from time to time be approved in writing by the Director, and for the avoidance of doubt, the Return Management

involving direct provision of customer services or goods shall not be allowed;

- (ii) consolidation and handling of container cargoes and break-bulk cargoes;
- (iii) loading, unloading and storage of containers;
- (iv) cargo screening ancillary to the uses permitted under sub-clause (a)(i) of this Special Condition;
- (v) other ancillary cargo handling facilities as may be approved in writing by the Director;
- (vi) a combination of any of the uses referred to in sub-clauses (a)(i) to (a)(v) of this Special Condition;
- (vii) the Public Vehicle Park as defined in Special Condition No. (27)(a) hereof;
- (viii) offices ancillary to any of the uses permitted under—
 - (I) sub-clauses (a)(i) to (a)(vi) of this Special Condition; and
 - (II) sub-clause (a)(vii) of this Special Condition,

provided that except with the prior written approval of the Director, the total usable floor area of the ancillary office shall not exceed 30% of the total usable floor area of the use to which the office is ancillary, and for the purpose of this Special Condition, “usable floor area” shall mean any floor space other than staircases, staircase halls, lift landings, the spaces used in providing water-closet fittings, urinals and lavatory basins and the space occupied by machinery for any lift, air-conditioning system or similar service; and

- (ix) a canteen used exclusively by the people employed on the lot at such size and location as may be approved in writing by the Director, which shall have no independent or direct exit to or entrance from any public road, street, land or any other area whatsoever except such as may be required by the Building Authority for the purposes of escape in the event of fire or other emergency; and no advertising signboard, notice or poster nor any other kind of sign denoting or indicating the existence of such canteen shall be exhibited on the lot or any part thereof or any building or buildings erected or to be erected thereon or any part thereof so as to be visible from outside thereof. For the purposes of these Conditions, “Building Authority” shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as “the Buildings Ordinance”),

provided that the determination of the Director as to whether a particular use of the lot or any part thereof falls within the uses permitted under this sub-clause (a) shall be final and binding on the Purchaser.

(b) No concrete and asphalt production and any trade that is now or may hereafter be declared to be an offensive trade under the Public Health and Municipal Services Ordinance, any regulations made thereunder and any amending legislation shall be permitted.

Logistics service
provider, port
back-up operator
and operator of
the Public
Vehicle Park

(5) (a) The lot or any part thereof or any building or part of any building erected or to be erected thereon for the purposes specified in Special Conditions Nos. (4)(a)(i) to (4)(a)(vi) hereof and any ancillary office permitted under Special Condition No. (4)(a)(viii)(I) hereof shall not be used by any person or corporation other than logistics service provider or port back-up operator both as defined in sub-clause (d) of this Special Condition.

(b) The lot or any part thereof or any building or part of any building erected or to be erected thereon for the purpose specified in Special Condition No. (4)(a)(vii) hereof shall not be used by any person or corporation other than members of the public in accordance with Special Condition No. (27)(d) hereof.

(c) The lot or any part thereof or any building or part of any building erected or to be erected thereon for the purpose of ancillary office permitted under Special Condition No. (4)(a)(viii)(II) hereof shall not be used by any person or corporation other than the operator of the Public Vehicle Park (as defined in Special Condition No. (27)(a) hereof).

(d) For the purposes of these Conditions, "logistics service provider" means any person or corporation whose primary business is to render outsourced logistics services to their customers or clients for part or all of their supply chain management functions; and "port back-up operator" means any person or corporation whose primary business is to provide port related activities which are situated off-port (i.e. beyond the perimeter of container terminals, river trade terminals and public and private cargo working areas).

Commence and
continue to
operate

(6) (a) The Purchaser shall on or before 30 June 2029 commence to use the lot and the building or buildings erected or to be erected thereon for the purposes specified in Special Conditions Nos. (4)(a)(i) to (4)(a)(vii) hereof and throughout the term hereby agreed to be granted continue to use the lot and the building or buildings erected or to be erected thereon for the purposes specified in Special Conditions Nos. (4)(a)(i) to (4)(a)(vii) hereof on a scale, in a manner and in all respects to the satisfaction of the Director, and in accordance with all Ordinances, any regulations made thereunder and any amending legislation.

(b) For the avoidance of doubt and without prejudice to sub-clause (a) of this Special Condition, the Purchaser shall procure all the tenants and the occupiers of the lot and the building or buildings erected or to be erected thereon (including but not limited to the operator of the Public Vehicle Park (as defined in Special Condition No. (27)(a) hereof)) to commence to operate and continue to operate on the lot and the building or buildings erected or to be erected thereon their businesses for the purposes specified in Special

Conditions Nos. (4)(a)(i) to (4)(a)(vii) thereof on or before 30 June 2029 on a scale, in a manner and in all respects to the satisfaction of the Director.

Cessation or
diminution of
user

(7) (a) The Purchaser hereby accepts and acknowledges that the lot is granted on the terms and for the purposes specified in these Conditions, and agrees that throughout the term hereby agreed to be granted, the lot shall not be used for any purposes other than the purposes specified in Special Condition No. (4)(a) hereof and shall not be used by any person or corporation other than (i) logistics service provider or port back-up operator as defined in Special Condition No. (5)(d) hereof; (ii) the operator of the Public Vehicle Park (as defined in Special Condition No. (27)(a) hereof); and (iii) members of the public in accordance with Special Condition No. (27)(d) hereof to the satisfaction of the Director.

(b) The Purchaser agrees that it shall be a breach of Special Condition No. (6) hereof and this Special Condition if, at any time during the term hereby agreed to be granted, the Director is of the opinion that the lot or any part thereof or any building or structure or part of any building or structure thereon has ceased to be used for the purposes specified in Special Conditions Nos. (4)(a)(i) to (4)(a)(vii) hereof or has ceased to be used by (i) logistics service provider or port back-up operator for the purposes specified in Special Conditions Nos. (4)(a)(i) to (4)(a)(vi) hereof or (ii) members of the public for the purpose specified in Special Condition No. (4)(a)(vii) hereof in accordance with Special Condition No. (27)(d) hereof (as to which, and without prejudice to the rights of the Director under this Special Condition, the non-user of the lot or any part thereof for those purposes or by logistics service provider, port back-up operator or members of the public for a total or continuous period (as the Director may at his sole discretion consider appropriate) of 6 calendar months during the term hereby agreed to be granted shall be conclusive evidence) or that the extent of the user for those purposes or by logistics service provider, port back-up operator or members of the public has so diminished to the extent that the lot or any part thereof is, in the opinion of the Director, either not being used or adequately used for the purposes specified in Special Conditions Nos. (4)(a)(i) to (4)(a)(vii) hereof or not being used or adequately used by logistics service provider, port back-up operator or members of the public, and it shall be lawful for the Government to re-enter upon and take back possession of the lot or any part thereof and all or any buildings, structures, erections and works thereon without notice, whether under the Government Rights (Re-entry and Vesting Remedies) Ordinance, any regulations made thereunder or any amending legislation, or at common law, or otherwise. Upon the exercise of this power by the Government, the rights of the Purchaser under this Agreement shall absolutely cease and determine (in respect of such part if the re-entry is upon a part only) but without prejudice nevertheless to the rights, remedies and claims of the Government in respect of any breach, non-observance or non-performance of any of these Conditions, and the Purchaser shall not be entitled to any refund of the premium paid by him or any part thereof or to any payment or compensation whatsoever whether in respect of the value of the lot or any part thereof or any building or buildings, structure or structures, erection or erections and works thereon or part of any such building or buildings, structure or structures, erection or erections and works or any amount expended by the Purchaser in the preparation, formation or development of the lot or any part thereof or otherwise.

(c) The Purchaser hereby accepts and acknowledges that for the purpose of this Special Condition, the opinion of the Director shall be unfettered, conclusive and binding on the Purchaser.

Preservation of trees

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

Landscaping

(9) The Purchaser shall at his own expense landscape and plant with trees and shrubs any portion of the lot and podium (if any) not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.

Exception and reservation for the Reserved Area

(10) (a) It is hereby excepted and reserved to the Government the stratum of land at and below the level of 3.5 metres above the Hong Kong Principal Datum of the areas shown coloured pink hatched black, pink hatched black stippled black and pink hatched black stippled red on the plan annexed hereto (the said stratum of land is hereinafter referred to as "the Reserved Area" and the stratum of land and air space above the Reserved Area within the said areas shown coloured pink hatched black, pink hatched black stippled black and pink hatched black stippled red are hereinafter referred to as "the Pink Hatched Black Areas", "the Pink Hatched Black Stippled Black Areas" and "the Pink Hatched Black Stippled Red Area" respectively) as to which the Purchaser shall have no right or title to the ownership, possession or use except as provided in these Conditions.

(b) It is hereby excepted and reserved to the Government, its lessees, tenants, licensees, the owners and occupiers for the time being of the Reserved Area or any part thereof or any other persons authorized by the Government (hereinafter collectively referred to as "the Government and Other Persons") the right of shelter, support and protection from the lot for such part of the Reserved Area as may be required by the Government and Other Persons, such right of shelter, support and protection is to be decided as required by the Director whose decision shall be final and binding on the Purchaser.

No claim on the Reserved Area

(c) Neither the Purchaser nor any other person shall make any objection or have any right or claim to compensation against the Government whatsoever whether under any enactment or otherwise in respect of the rights excepted and reserved under sub-clauses (a) and (b) of this Special Condition or for any loss, damage, nuisance, annoyance, detriment or disturbance of any kind whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the presence or use of the Reserved Area or any part thereof.

Protection of structures and facilities within the Reserved Area

(d) No building works or any works on or within the lot or any part thereof shall damage, interfere with or endanger any works, structures, installations, facilities and services, or the operation or safety of the works, structures, installations, facilities and services within the Reserved Area and the decision of the Director as to what constitutes damage to, interference with or endangerment to the works, structures, installations, facilities and services, or the operation or safety of the works, structures, installations, facilities and services within the Reserved Area shall be final and binding on the Purchaser. The Purchaser shall at his own expense take such measures and precautions

as may be required by the Director to ensure that the works, structures, installations, facilities and services, or the operation and safety of the works, structures, installations, facilities and services within the Reserved Area shall not be damaged, interfered with or endangered. For the purposes of these Conditions, "building works" shall be as defined in the Buildings Ordinance.

(e) Any damage or obstruction which in the opinion of the Director (whose opinion shall be final and binding on the Purchaser) has been caused by the Purchaser, his employees, contractors or sub-contractors, lessees or sub-lessees, tenants or sub-tenants, licensees, agents and their officers or workmen to the Reserved Area or any part thereof or any works, structures, installations, facilities or services thereof or therein shall be made good by the Purchaser at the Purchaser's own expense and in all respects to the satisfaction of the Director.

Pink Hatched
Black Areas, Pink
Hatched Black
Stippled Black
Areas and Pink
Hatched Black
Stippled Red
Area
(non-building
area)

(f) No building, structure or support for any building or structure or utility installation shall be erected, constructed or laid within the Pink Hatched Black Areas, the Pink Hatched Black Stippled Black Areas and the Pink Hatched Black Stippled Red Area.

(g) Notwithstanding sub-clause (f) of this Special Condition, the Purchaser may subject to the prior written approval of the Director—

- (i) erect boundary walls or fences or both on the Pink Hatched Black Areas, the Pink Hatched Black Stippled Black Areas and the Pink Hatched Black Stippled Red Area;
- (ii) erect a minor structure or minor structures within the Pink Hatched Black Areas, the Pink Hatched Black Stippled Black Areas and the Pink Hatched Black Stippled Red Area;
- (iii) lay underground cables and underground utilities within the Pink Hatched Black Areas, the Pink Hatched Black Stippled Black Areas and the Pink Hatched Black Stippled Red Area; and
- (iv) landscape and plant with trees and shrubs the Pink Hatched Black Areas, the Pink Hatched Black Stippled Black Areas and the Pink Hatched Black Stippled Red Area in accordance with Special Condition No. (9) hereof,

provided that upon redelivery of the vacant possession of the Pink Hatched Black Areas, the Pink Hatched Black Stippled Black Areas and the Pink Hatched Black Stippled Red Area or such part or parts thereof to the Purchaser in accordance with sub-clause (h)(viii) of this Special Condition, the maximum superimposed load within the Pink Hatched Black Areas, the Pink Hatched Black Stippled Black Areas and the Pink Hatched Black Stippled Red Area shall not exceed 40kN per square metre except with the prior written approval of the Director of Drainage Services.

Occupation
Period by the
Government

(h) (i) The Government shall have the right of possession of the Pink Hatched Black Areas, the Pink Hatched Black Stippled Black Areas and the Pink Hatched Black Stippled Red Area or any part or parts thereof without any consideration, payment or compensation whatsoever payable by the Government to the Purchaser for a period of not more than 8 consecutive years commencing from 1 January 2031 or such other date as may be decided by the Director at his sole discretion (hereinafter referred to as "the Occupation Period") by giving to the Purchaser not less than 12 calendar months' prior notice in writing to that effect (hereinafter referred to as "the Occupation Notice") for the purposes of carrying out sewage treatment works and any works which the Director may consider necessary within the Reserved Area, the Pink Hatched Black Areas, the Pink Hatched Black Stippled Black Areas and the Pink Hatched Black Stippled Red Area or such part or parts thereof as specified in the Occupation Notice.

(ii) The Government gives no warranty or guarantee as to when and whether the Government will exercise the right conferred under sub-clause (h)(i) of this Special Condition. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to any delay or failure in the exercise of the right conferred under sub-clause (h)(i) of this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Right of access
during the
Occupation
Period

(iii) The Government, the Director, his officers, contractors, agents, workmen and any other persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles shall at all times during the Occupation Period have the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes as specified in sub-clause (h)(i) of this Special Condition.

(iv) Upon receipt of the Occupation Notice, the Purchaser shall by the period specified therein at his own expense and in all respects to the satisfaction of the Director—

(I) cease occupation of and all uses within the Pink Hatched Black Areas, the Pink Hatched Black Stippled Black Areas and the Pink Hatched Black Stippled Red Area or such part or parts

thereof as specified in the Occupation Notice;

- (II) demolish, remove, relocate or divert all aboveground and underground structures, underground cables, underground utilities and soft and hard landscaping works (except the Gas Pipes and the Cable (whether having been diverted or relaid in accordance with Special Condition No. (39) hereof), the Drainage Facilities (as defined in Special Condition No. (42)(a)(i) hereof) and the Highways Facilities (as defined in Special Condition No. (43)(a) hereof)) within the Pink Hatched Black Areas, the Pink Hatched Black Stippled Black Areas and the Pink Hatched Black Stippled Red Area or such part or parts thereof as specified in the Occupation Notice subject to and in accordance with Special Condition No. (39) hereof; and thereafter erect boundary walls or fences or both along the boundary of the Pink Hatched Black Areas, the Pink Hatched Black Stippled Black Areas and the Pink Hatched Black Stippled Red Area or such part or parts thereof as specified in the Occupation Notice but only after the written approval of the Director under sub-clause (g) of this Special Condition is obtained; and
- (III) deliver up to the Director vacant possession of the Pink Hatched Black Areas, the Pink Hatched Black Stippled Black Areas and the Pink Hatched Black Stippled Red Area or such part or parts thereof as specified in the Occupation Notice.

- (v) For the avoidance of doubt, notwithstanding sub-clause (h)(iv) of this Special Condition, the Purchaser shall continue to comply with Special Conditions Nos. (6), (25), (26) and (27) hereof except that the Purchaser may provide such other numbers and types of parking spaces within the Public Vehicle Park (as defined in Special Condition No. (27)(a) hereof) as may be approved in writing by the Commissioner for Transport (hereinafter referred to as "C for T") during the Occupation Period.

Non-fulfilment

- (vi) In the event of the non-fulfilment of any of the Purchaser's obligations under sub-clause (h)(iv) 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 shall be binding upon the Purchaser.

Right of access

- (vii) The Purchaser shall at all reasonable times permit the Government, the Director, his officers, contractors,

agents, workmen and any other persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (h)(iv) of this Special Condition and carrying out, inspecting, checking and supervising the works under sub-clause (h)(vi) of this Special Condition.

Redelivery of
vacant possession
to the Purchaser

(viii) The Government shall redeliver vacant possession of the Pink Hatched Black Areas, the Pink Hatched Black Stippled Black Areas and the Pink Hatched Black Stippled Red Area or such part or parts thereof as specified in the Occupation Notice to the Purchaser at the expiry of the Occupation Period or such earlier date as determined by the Government at its sole and absolute discretion by giving to the Purchaser not less than 3 calendar months' prior notice in writing to that effect. After vacant possession is redelivered to the Purchaser, the Purchaser shall within 12 calendar months from the date of redelivery of vacant possession, at the Purchaser's own expense and in all respects to the satisfaction of the Director, reinstate the Pink Hatched Black Areas, the Pink Hatched Black Stippled Black Areas and the Pink Hatched Black Stippled Red Area or such part or parts thereof.

No liability

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

Indemnity by the
Purchaser

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

(k) For the purpose of this Special Condition, the decision of the Director as to—

(i) what constitutes a minor structure or minor structures referred to in sub-clause (g)(ii) of this Special

Condition;

- (ii) what constitute underground cables and underground utilities within the Pink Hatched Black Areas, the Pink Hatched Black Stippled Black Areas and the Pink Hatched Black Stippled Red Area referred to in sub-clause (g)(iii) of this Special Condition; and
- (iii) what constitute aboveground and underground structures, underground cables, underground utilities and soft and hard landscaping works referred to in sub-clause (h)(iv)(II) of this Special Condition,

shall be final and binding on the Purchaser.

Pink Hatched
Blue Areas and
Pink Hatched
Blue Stippled
Black Areas

(11) (a) Except with the prior written consent of the Director (who may give such consent on such terms and conditions as he sees fit or refuse it at his absolute discretion), no building, structure or support for any building or structure (other than the structure or structures erected or constructed in accordance with sub-clause (b) of this Special Condition) shall be erected or constructed within those portions of the lot shown coloured pink hatched blue and pink hatched blue stippled black on the plan annexed hereto (hereinafter referred to as "the Pink Hatched Blue Areas" and "the Pink Hatched Blue Stippled Black Areas" respectively).

Formation of the
Pink Hatched
Blue Areas and
the Pink Hatched
Blue Stippled
Black Areas (time
limit, manner and
purpose)

(b) The Purchaser shall on or before 30 June 2028 or such other date as may be approved by the Director, at the Purchaser's own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director—

- (i) lay and form the Pink Hatched Blue Areas and the Pink Hatched Blue Stippled Black Areas;
- (ii) provide and construct within the Pink Hatched Blue Areas and the Pink Hatched Blue Stippled Black Areas such culverts, sewers, drains, pavements or such other minor structures as the Director at his sole discretion may approve or require (hereinafter collectively referred to as "the Structures") and for the purpose of this sub-clause (b)(ii), the decision of the Director as to what constitute minor structures shall be final and binding on the Purchaser;
- (iii) surface, kerb and channel the Pink Hatched Blue Areas and the Pink Hatched Blue Stippled Black Areas or any part or parts thereof and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
- (iv) maintain at the Purchaser's own expense the Pink Hatched Blue Areas and the Pink Hatched Blue Stippled Black Areas together with the Structures and

all structures, surfaces, gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until the Pink Hatched Blue Areas and the Pink Hatched Blue Stippled Black Areas or any part or parts thereof have been surrendered to the Government in accordance with Special Condition No. (12) hereof.

Formation of the Pink Hatched Blue Areas and the Pink Hatched Blue Stippled Black Areas (non-fulfilment)

(c) In the event of the non-fulfilment of any of the Purchaser's obligations under sub-clause (b) of this Special Condition by the date specified therein or such other date as may be approved by the Director, 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 on the Purchaser.

No claim on works on the Pink Hatched Blue Areas and the Pink Hatched Blue Stippled Black Areas

(d) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under sub-clause (b) of this Special Condition; or the exercise of the rights conferred on the Government under sub-clause (c) of this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Access to the Pink Hatched Blue Areas and the Pink Hatched Blue Stippled Black Areas for inspection

(e) The Purchaser shall at all reasonable times prior to the surrender of the whole of the Pink Hatched Blue Areas and the Pink Hatched Blue Stippled Black Areas to the Government in accordance with Special Condition No. (12) hereof permit the Government, the Director, his officers, contractors, agents, workmen and any other persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (b) of this Special Condition and carrying out, inspecting, checking and supervising the works under sub-clause (c) of this Special Condition and any other works which the Director may consider necessary in the Pink Hatched Blue Areas and the Pink Hatched Blue Stippled Black Areas.

No liability

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

Indemnity by
the Purchaser

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

Surrender of
the Pink Hatched
Blue Areas and
the Pink Hatched
Blue Stippled
Black Areas

(12) The Purchaser shall at his own expense, at any time or times when called upon to do so by the Director surrender and deliver up to the Government vacant possession of the Pink Hatched Blue Areas and the Pink Hatched Blue Stippled Black Areas or any part or parts thereof together with the Structures or such part or parts thereof, all structures, surfaces, gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as referred to in Special Condition No. (11)(b)(iii) hereof and the Approved Structures (as defined in Special Condition No. (16) hereof) as the Director shall at his sole discretion specify, but otherwise free from all encumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Purchaser provided always that the Government shall be under no obligation to accept surrender of the Pink Hatched Blue Areas and the Pink Hatched Blue Stippled Black Areas or any part or parts thereof at the request of the Purchaser, but may do so as and when it sees fit. For this purpose, the Purchaser shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require.

Restriction on
use of the Pink
Hatched Blue
Areas and the
Pink Hatched
Blue Stippled
Black Areas

(13) Prior to the surrender of the Pink Hatched Blue Areas and the Pink Hatched Blue Stippled Black Areas or any part or parts thereof to the Government under Special Condition No. (12) hereof, the Purchaser shall not use the Pink Hatched Blue Areas and the Pink Hatched Blue Stippled Black Areas or any part or parts thereof for any purpose other than—

- (a) vehicular traffic to and from the lot between the vehicular access points permitted under Special Condition No. (31) hereof and pedestrian passage on foot or by wheelchair to and from the lot for the purposes as specified in these Conditions in connection with the lot or any part thereof or any building or buildings erected or to be erected on the lot; and
- (b) such other purposes as the C for T and the Director at their sole discretion may approve and in conformity with such terms and conditions as they may at their absolute discretion impose, including the payment of any fee as they may require.

No goods or vehicles shall be stored or parked within the Pink Hatched Blue Areas and the Pink Hatched Blue Stippled Black Areas or any part or parts thereof.

Concession under
Building
(Planning)
Regulations etc.

(14) It is expressly agreed, declared and provided that the obligation on the part of the Purchaser contained in Special Condition No. (12) hereof 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(2) of the Building (Planning) Regulations or otherwise, and for the avoidance of doubt the Purchaser expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(2) of the Building (Planning) Regulations.

No guarantee of
maximum gross
floor areas

(15) The Purchaser agrees and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Pink Hatched Blue Areas and the Pink Hatched Blue Stippled Black Areas or any part or parts thereof pursuant to Special Condition (12) hereof, due to the reduction in the area of the lot or otherwise, he may not be able to attain the maximum gross floor area permitted under Special Condition No. (19)(c) hereof. The Government shall have no liability and the Purchaser shall have no claim for compensation or refund of premium or otherwise whatsoever against the Government if the maximum gross floor area permitted under Special Condition No. (19)(c) hereof cannot be attained.

Approved
Structures

(16) Where structure or structures has or have been erected or constructed within the Pink Hatched Blue Areas and the Pink Hatched Blue Stippled Black Areas with the prior written consent of the Director given under Special Condition No. (11)(a) hereof (hereinafter referred to as the "Approved Structures"), the Purchaser agrees—

- (a) that no alteration, amendment or addition whatsoever (whether or not it has been approved by the Building Authority under the Buildings Ordinance) shall be made to the Approved Structures or any part or parts thereof except with the prior written approval of the Director;
- (b) that the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the presence, use, maintenance, repair, alteration, replacement, demolition or removal of the Approved Structures or any part or parts thereof whether before or after the surrender of the Pink Hatched Blue Areas and the Pink Hatched Blue Stippled Black Areas or any part or parts thereof to the Government pursuant to Special Condition No. (12) hereof, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance;
- (c) that without prejudice to any other rights of the Government, at any time and at his absolute discretion, the Director shall have the right to serve upon the Purchaser a written notice of not less than 3 calendar months requiring the Purchaser to demolish and remove the Approved Structures or any part or parts thereof as the Director may specify without giving any reason therefor and the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the demolition or removal of the Approved Structures or any part

or parts thereof, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance;

- (d) to maintain (including all necessary repairs, cleaning and any other works as may be required by the Director) at all times at the Purchaser's own expense the Approved Structures in good and substantial repair and condition in all respects to the satisfaction of the Director until the demolition or the removal of the Approved Structures or any part or parts thereof as required by the Director under sub-clause (c) of this Special Condition; and
- (e) to indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the erection, presence, use, removal or demolition of the Approved Structures or the state and condition of the Approved Structures or the lack of repair or maintenance of the Approved Structures or otherwise in respect of the Approved Structures.

Pink Cross-Hatched Black Areas and Pink Cross-Hatched Black Stippled Black Areas (non-building area)

(17) (a) No building, structure or support for any building or structure or utility installation shall be erected or constructed or laid within the areas shown coloured pink cross-hatched black and pink cross-hatched black stippled black on the plan annexed hereto (hereinafter referred to as "the Pink Cross-Hatched Black Areas" and "the Pink Cross-Hatched Black Stippled Black Areas" respectively).

(b) Notwithstanding sub-clause (a) of this Special Condition, the Purchaser may subject to the prior written approval of the Director—

- (i) erect a minor structure or minor structures on the Pink Cross-Hatched Black Areas and the Pink Cross-Hatched Black Stippled Black Areas; and
- (ii) lay underground cables and underground utilities below the Pink Cross-Hatched Black Areas and the Pink Cross-Hatched Black Stippled Black Areas.

(c) For the purpose of this Special Condition, the decision of the Director as to what constitutes a minor structure or minor structures and what constitutes underground cables and underground utilities below the Pink Cross-Hatched Black Areas and the Pink Cross-Hatched Black Stippled Black Areas shall be final and binding on the Purchaser.

Quarters for watchmen and caretakers

(18) (a) Notwithstanding Special Condition No. (4)(a) hereof, quarters for watchmen or caretakers or both may be provided within the lot subject to the following conditions—

- (i) such quarters are, in the opinion of the Commissioner for Labour, essential to the safety, security and good management of the building or buildings erected or to be erected on the lot; and

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

(b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (19)(c) hereof, quarters provided within the lot in accordance with sub-clause (a) of this Special Condition with a total gross floor area of not exceeding 25 square metres shall not be taken into account. Any gross floor area in excess of 25 square metres shall be taken into account for such calculation.

Development conditions

(19) Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 7 hereof) of the lot or any part thereof—

Compliance with Buildings Ordinance

- (a) any building or buildings erected or to be erected on the lot shall in all respects comply with the Buildings Ordinance;

Compliance with Town Planning Ordinance

- (b) no building or buildings may be erected on the lot or any part thereof or upon any area or areas outside the lot specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area or areas outside the lot specified in these Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation; and

Total gross floor area

- (c) (i) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 82,800 square metres and shall not exceed 138,000 square metres; and
- (ii) out of the total gross floor area specified in sub-clause (c)(i) of this Special Condition, the total gross floor area of any building or buildings erected or to be erected on the lot for the purposes specified in Special Conditions Nos. (4)(a)(i) to (4)(a)(vi) hereof shall not be less than 45,500 square metres.

Sustainable building design requirements

(20) Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 7 hereof) of the lot or any part thereof—

Building setback

- (a) (i) unless the Director of Buildings (hereinafter referred to as “the D of B”) agrees otherwise, the Purchaser shall at his own expense submit to the D of B for his written approval a plan or plans demonstrating the configuration and layout of all the buildings, structures, supports for buildings or structures and any projections erected or constructed or to be erected or constructed at or above the ground level of the lot for providing the setback areas from the boundaries of the lot, which submission shall in all respects be in compliance with the requirements of the D of B. The

said submission shall include the paving and landscaping proposal of such setback areas and other relevant information as the D of B may require or specify at his sole discretion. The aforesaid submission as approved by the D of B is hereinafter referred to as "the Approved Building Setback Submission". Any buildings, structures, supports for buildings or structures and any projections erected or constructed or to be erected or constructed on the lot shall in all respects comply with the Approved Building Setback Submission. For the purpose of this sub-clause (a)(i), the decision of the D of B as to what constitutes the ground level of the lot and whether there has been compliance with the Approved Building Setback Submission shall be final and binding on the Purchaser;

- (ii) no amendment, variation, alteration, modification or substitution of the Approved Building Setback Submission shall be made without the prior written approval of the D of B, and if such approval is to be given, it shall be upon such terms and conditions as determined by the D of B at his sole discretion;

Building
separation

- (b) (i) unless the D of B agrees otherwise, the Purchaser shall at his own expense submit to the D of B for his written approval a plan or plans demonstrating the configuration and layout of all the buildings or group of buildings erected or to be erected on the lot, including but not limited to continuous projected façade length, separating distance amongst and permeability of such buildings or group of buildings, which submission shall in all respects be in compliance with the building separation requirements of the D of B and shall include such other relevant information as the D of B may require or specify at his sole discretion;

- (ii) the submission under sub-clause (b)(i) of this Special Condition as approved by the D of B is hereinafter referred to as "the Approved Building Separation Submission". Any buildings or group of buildings erected or to be erected on the lot shall in all respects comply with the Approved Building Separation Submission. For the purpose of this sub-clause (b)(ii), the decision of the D of B as to whether there has been compliance with the Approved Building Separation Submission shall be final and binding on the Purchaser;

- (iii) no amendment, variation, alteration, modification or substitution of the Approved Building Separation Submission shall be made without the prior written approval of the D of B, and if such approval is to be given, it shall be upon such terms and conditions as determined by the D of B at his sole discretion;

Greenery Area

- (c) (i) the Purchaser shall at his own expense submit to the D of B for his written approval a plan indicating such portion or portions of the lot or building or buildings erected or to be erected thereon at or within which greening (including but not limited to the provision of live plants with soil base) will be provided and maintained (hereinafter referred to as "the Greenery Area"), the layout and size of the Greenery Area and such other information (including but not limited to the location and particulars of the building works for the Greenery Area) as the D of B may require or specify at his sole discretion (which submission with plan is hereinafter referred to as "the Greenery Submission"). The decision of the D of B as to what constitutes the provision of greening under the Greenery Submission and which portion or portions of the lot or building or buildings constitute the Greenery Area shall be final and binding on the Purchaser. The aforesaid submission as approved by the D of B is hereinafter referred to as "the Approved Greenery Submission";
- (ii) the Purchaser shall at his own expense implement and complete the building works for the Greenery Area in accordance with the Approved Greenery Submission and shall thereafter maintain the same in all respects to the satisfaction of the D of B. No amendment, variation, alteration, modification or substitution of the Approved Greenery Submission shall be made without the prior written approval of the D of B; and
- (iii) except with the prior written approval of the D of B, the Greenery Area as shown in the Approved Greenery Submission shall not be used for any purpose other than as the Greenery Area in accordance with the layout, size, location and particulars as set out in the Approved Greenery Submission.

No exempt building

- (21) No building shall be erected on the lot of a type which by virtue of the Buildings Ordinance (Application to the New Territories) Ordinance, any regulations made thereunder and any amending legislation is exempted from the provisions of the Buildings Ordinance.

Restriction on alienation

- (22) (a) Except as provided in sub-clause (b) of this Special Condition and Special Conditions Nos. (10)(h)(i) and (12) hereof, the Purchaser shall not, throughout the term hereby agreed to be granted—
- (i) assign, mortgage, charge, underlet, part with possession of or otherwise dispose of the lot or any part thereof or any interest therein or any building or part of any building thereon, or grant any licence or right whatsoever to use or occupy or to have possession of the lot or any part thereof or any building or part of any building thereon (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement

or document of any description) or enter into any agreement so to do; or

- (ii) solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or through a company in which the Purchaser or its nominee is directly or indirectly the owner of shares or which is the owner of shares in the Purchaser or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby the lot or any part thereof or any interest therein or any building or part of any building thereon is or may be sold, assigned, mortgaged, charged, underlet or otherwise disposed of or affected, or made subject to a licence or any right whatsoever to use or occupy or to have possession of the lot or any part thereof or any building or part of any building thereon, or enter into any agreement so to do.

Building
mortgage before
compliance

- (b) (i) Prior to compliance with these Conditions in all respects to the satisfaction of the Director, the Purchaser may mortgage or charge the lot as a whole for the purpose of the development thereof in accordance with these Conditions and then only by way of a building mortgage, it being agreed that for this purpose a building mortgage shall be one—

- (I) whereby the lot is mortgaged or charged in favour of a licensed bank or a registered deposit-taking company authorized under section 16 of the Banking Ordinance to secure monies (and interest thereon) advanced or to be advanced to the Purchaser for the purpose only of developing the lot in accordance with these Conditions and for the payment of legal and other professional fees in connection with such development and the mortgage (provided that such fees do not, in the aggregate, exceed 5% of the total amount secured by the mortgage), and for no other purpose;
- (II) under which such advances (in the case of work done) are to be made to the Purchaser only in amounts to be certified from time to time by the authorized person (as defined in the Buildings Ordinance and appointed by the Purchaser for the development of the lot) as having been incurred by the Purchaser for the development of the lot; and
- (III) which provides that the exercise by the mortgagee of his right or power (whether under statute or the building mortgage or otherwise) to foreclose, sell, assign, mortgage, charge, part with possession of or otherwise dispose of the lot or enter into any agreement so to do shall be in respect of the lot as

a whole (and not a part or parts thereof or any interest therein) and shall be subject to the prior written consent of the Director.

Assignment,
mortgage or
charge as a whole
after compliance

- (ii) After compliance with these Conditions in all respects to the satisfaction of the Director, the Purchaser may assign, mortgage or charge the lot and all the buildings thereon but only as a whole (and not a part or parts thereof or any interest therein) or enter into any agreement so to do.

Underletting prior
to or after
compliance

- (iii) At any time prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Purchaser may underlet or grant licence to use or occupy the Public Vehicle Park (as defined in Special Condition No. (27)(a) hereof) and the lot or any building or part of any building thereon (excluding the Night-time Public Parking Spaces (as defined in Special Condition No. (26)(b)(i) hereof) or enter into any agreement so to do provided that the lease, tenancy or licence shall comply with the following terms and conditions—

- (I) the term of the lease, tenancy or licence shall not exceed 10 years in the aggregate including any right of renewal;
- (II) the lease, tenancy or licence shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance covering the building or that part of the building to which the lease, tenancy or licence relates;
- (III) no premium shall be paid by the lessee, tenant or licensee;
- (IV) the rent payable shall not exceed a rack rent or the licence fee payable shall not exceed the prevailing market fee;
- (V) no rent or licence fee shall be payable in advance for a period greater than 12 calendar months;
- (VI) the user permitted in the lease, tenancy agreement or licence or any agreement therefor shall comply with these Conditions; and
- (VII) none of the terms and conditions in the lease, tenancy agreement or licence or any agreement therefor shall contravene these Conditions.

Underletting of
the Night-time
Public Parking
Spaces

- (iv) At any time prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Purchaser may underlet or grant licence to use or occupy any of the Night-time Public Parking

Spaces (as defined in Special Condition No. (26)(b)(i) hereof) for short-term parking in accordance with Special Condition No. (26)(b)(i) hereof provided that any such underletting or licence shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance covering the Night-time Public Parking Spaces (as defined in Special Condition No. (26)(b)(i) hereof) and then only after the Night-time Public Parking Spaces Layout Plan (as defined in Special Condition No. (26)(d) hereof) is approved by the C for T under Special Condition No. (26)(d) hereof and the Approved Car Park Layout Plans (as defined in Special Condition No. (30)(a) hereof) is deposited with the Director and submitted to the C for T under Special Condition No. (30)(a) hereof.

Underletting of
parking spaces in
the Public
Vehicle Park

- (v) Notwithstanding sub-clause (b)(iii) of this Special Condition, at any time prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Purchaser shall underlet or grant licence to use or occupy any of the parking spaces in the Public Vehicle Park (as defined in Special Condition No. (27)(a) hereof) for short-term parking in accordance with Special Condition No. (27)(d) hereof provided that any such underletting or licence shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance covering the parking spaces within the Public Vehicle Park (as defined in Special Condition No. (27)(a) hereof) or part or parts thereof, to which such underletting or licence relates and then only after the Approved Car Park Layout Plans (as defined in Special Condition No. (30)(a) hereof) is deposited with the Director and submitted to the C for T under Special Condition No. (30)(a) hereof.

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

Registration	(23)	Every assignment, mortgage, charge, underletting for more than 3 years or other alienation of the lot or any part thereof or any interest therein shall be registered at the Land Registry.
Restriction on partitioning	(24)	Except for the surrender of the Pink Hatched Blue Areas and the Pink Hatched Blue Stippled Black Areas or any part or parts thereof in accordance with Special Condition No. (12) hereof, the Purchaser shall not partition (whether by way of assignment or other disposal or by any other means) the lot or any part thereof.
Parking spaces for motor vehicles	(25) (a)	Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "the Road Traffic Ordinance") at the rate of one space for every 1,400 square metres or part thereof of the total gross floor area of the building or buildings erected or to be erected on the lot for the purposes specified in Special Conditions Nos. (4)(a)(i) to (4)(a)(vi) hereof provided that if the number of spaces to be provided is a decimal number, the same shall be rounded up to the nearest whole number. Except for the Parking Spaces for Disabled Persons (as defined in sub-clause (d)(i) of this Special Condition), each of the spaces provided under this sub-clause (a) (as may be varied under sub-clause (l) of this Special Condition) shall measure 2.5 metres in width and 5.0 metres in length with minimum headroom of 2.4 metres.
Parking spaces for goods vehicles	(b) (i)	Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of goods vehicles licensed under the Road Traffic Ordinance at the rate of one space for every 1,400 square metres or part thereof of the total gross floor area of the building or buildings erected or to be erected on the lot for the purposes specified in Special Conditions Nos. (4)(a)(i) to (4)(a)(vi) hereof.
	(ii)	Out of the total number of spaces provided under sub-clause (b)(i) of this Special Condition (as may be varied under sub-clause (l) of this Special Condition), 25% shall each measure 3.5 metres in width and 16.0 metres in length with minimum headroom of 4.7 metres for the parking of goods vehicles with trailers and the remaining number of spaces provided under sub-clause (b)(i) of this Special Condition (as may be varied under sub-clause (l) of this Special Condition) shall each measure 3.5 metres in width and 11.0 metres in length with minimum headroom of 4.7 metres for the parking of goods vehicles (excluding goods vehicles with trailers), provided that if the respective number of spaces to be provided is a decimal number, the same shall be rounded up to the nearest whole number.
Loading and unloading spaces for goods vehicles	(c) (i)	Spaces shall be provided within the lot to the satisfaction of the C for T for the loading and unloading of goods vehicles licensed under the Road Traffic Ordinance at the rate of one space for every 1,400 square metres or part thereof of the total gross floor area of the building or buildings erected or to be erected on the lot for the

purposes specified in Special Conditions Nos. (4)(a)(i) to (4)(a)(vi) hereof.

- | | | |
|--|---------|--|
| | (ii) | <p>Out of the total number of spaces provided under sub-clause (c)(i) of this Special Condition (as may be varied under sub-clause (l) of this Special Condition), 25% shall each measure 3.5 metres in width and 16.0 metres in length with minimum headroom of 4.7 metres for the loading and unloading of goods vehicles with trailers and the remaining number of spaces provided under sub-clause (c)(i) of this Special Condition (as may be varied under sub-clause (l) of this Special Condition) shall each measure 3.5 metres in width and 11.0 metres in length with minimum headroom of 4.7 metres for the loading and unloading of goods vehicles (excluding goods vehicles with trailers), provided that if the respective number of spaces to be provided is a decimal number, the same shall be rounded up to the nearest whole number. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles licensed under the Road Traffic Ordinance in connection with the building or buildings erected or to be erected on the lot.</p> |
| <p>Manoeuvring space</p> | (iii) | <p>The Purchaser shall provide within the lot to the satisfaction of the C for T at least one turnaround space for the manoeuvring of motor vehicles. Each of such space or spaces shall measure 24.0 metres in width and 24.0 metres in length with minimum headroom of 4.7 metres.</p> |
| <p>Parking Spaces for Disabled Persons</p> | (d) (i) | <p>Out of the spaces provided under sub-clause (a) of this Special Condition (as may be varied under sub-clause (l) of this Special Condition), the Purchaser shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons (which spaces to be so reserved and designated are hereinafter referred to as "the Parking Spaces for Disabled Persons") as the Building Authority may require or approve.</p> |
| | (ii) | <p>The dimensions of each of the Parking Spaces for Disabled Persons shall be as the Building Authority may require or approve.</p> |
| | (iii) | <p>The Parking Spaces for Disabled Persons shall be located at such position and level as shall be approved in writing by the Building Authority.</p> |

Queuing Spaces

(e) The Purchaser shall provide within the lot to the satisfaction of the C for T spaces for queuing of goods vehicles at the following numbers—

- (i) 10 spaces each measuring 3.5 metres in width and 16.0 metres in length with minimum headroom of 4.7 metres; and
- (ii) 27 spaces each measuring 3.5 metres in width and 11.0 metres in length with minimum headroom of 4.7 metres

(hereinafter collectively referred to as “the Queuing Spaces”). The Queuing Spaces shall not be used for any purpose other than for queuing of goods vehicles, and the Purchaser shall prevent any queuing of motor vehicles on public roads awaiting ingress to the lot or egress from the lot to public roads.

Parking spaces for motor cycles

- (f) (i) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor cycles licensed under the Road Traffic Ordinance at the rate of 15% of the total number of spaces provided under sub-clause (a) of this Special Condition (as may be varied under sub-clause (l) of this Special Condition) provided that if the number of spaces to be provided is a decimal number, the same shall be rounded up to the nearest whole number subject to a minimum of 9 such spaces being provided within the lot.
- (ii) Each of the spaces provided under sub-clause (f)(i) of this Special Condition (as may be varied under sub-clause (l) of this Special Condition) shall measure 1.0 metre in width and 2.4 metres in length with minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the C for T.

Lay-bys for motor vehicles (including taxis and buses)

(g) 3 spaces shall be provided within the lot to the satisfaction of the C for T as lay-bys for the picking up and setting down of passengers from motor vehicles (including taxis). Each of the spaces so provided shall measure 2.5 metres in width and 5.0 metres in length with minimum headroom of 2.4 metres. In addition, one space shall be provided within the lot to the satisfaction of the C for T as a lay-by for the picking up and setting down of passengers from buses. The space so provided shall measure 3.5 metres in width and 12.0 metres in length with minimum headroom of 3.8 metres. Such spaces shall not be used for any purpose other than for the picking up and setting down of passengers from motor vehicles (including taxis) and buses respectively in connection with the building or buildings erected or to be erected on the lot.

(h) For the purpose of calculating the number of spaces to be provided under sub-clauses (a), (b)(i) and (c)(i) of this Special Condition (as may be respectively varied under sub-clause (l) of this Special Condition), any floor area to be used for parking, loading and unloading purposes in accordance with sub-clauses (a), (b)(i) and (c)(i) of this Special Condition (as may be respectively varied under sub-clause (l) of this Special Condition) shall be excluded.

(i) The spaces provided under sub-clauses (a), (b), (c), (d) and (f) of this Special Condition (as may be respectively varied under sub-clause (l) of this Special Condition) and sub-clauses (e) and (g) of this Special Condition shall not be used for any purposes other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

(j) The spaces for loading and unloading provided under sub-clause (c) of this Special Condition (as may be varied under sub-clause (l) of this Special Condition) shall abut a goods handling platform or area which shall be provided and laid out in such a manner that goods loaded or unloaded from or to such platform or area may be transported to all parts of the building or buildings erected or to be erected on the lot vertically and horizontally. The design and layout of the goods handling platform or area giving such access to the building or buildings erected or to be erected on the lot shall comply with the Code of Practice issued by the Building Authority on provision of means of escape in case of fire and any related requirements which are or may at any time be made by the Building Authority under the Buildings Ordinance.

(k) The spaces provided for vehicle manoeuvring and the parking, loading and unloading of vehicles shall be laid out in such manner that on entering and leaving the lot, no reversing movement of vehicles including containers on trailers with their prime movers from or onto the road or roads abutting the lot will be necessary.

Flexibility in
parking, loading
and unloading
provisions

(l) (i) Notwithstanding sub-clauses (a), (b)(i), (c)(i), (d)(i) and (f)(i) of this Special Condition, the Purchaser may increase or reduce the respective numbers of spaces required to be provided under the said sub-clauses by not more than 5% with total number to be rounded up to the nearest whole number.

(ii) Notwithstanding sub-clauses (a), (b), (c), (d), (f) and (l)(i) of this Special Condition, the Purchaser may increase or reduce the respective numbers and dimensions of spaces required to be provided under the said sub-clauses to such other numbers and dimensions as may be approved in writing by the C for T, and such increase or reduction shall also be subject to the prior written approval of the Director, who may, at his sole and absolute discretion, give his approval subject to such terms and conditions as he sees fit, including the payment by the Purchaser of any premium and administrative fee as shall be determined by the Director.

Access for
inspection

(m) The Purchaser shall at all times throughout the term hereby agreed to be granted permit the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking or

ascertaining that there is no breach of or failure to comply with this Special Condition by the Purchaser.

(n) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clause (m) of this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

(o) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions, and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clause (m) of this Special Condition.

Parking spaces
etc. excluded
from gross floor
area calculation

(p) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (19)(c) hereof, there shall not be taken into account the spaces provided in accordance with sub-clauses (a), (b), (c), (d) and (f) of this Special Condition (as may be respectively varied under sub-clause (l) of this Special Condition).

(q) For the purposes of these Conditions, "motor vehicle", "goods vehicle", "disabled person", "motor cycle", "taxi", "trailer" and "bus" shall be as defined in the Road Traffic Ordinance.

Night-time Public
Parking Spaces

(26) (a) Notwithstanding Special Conditions Nos. (4)(a), (5) and (25) hereof, the Purchaser shall reserve and designate spaces for night-time parking in accordance with sub-clauses (b) and (d) of this Special Condition and in all respects to the satisfaction of the C for T at the following rates or numbers—

- (i) out of the spaces provided under Special Condition No. (25)(a) hereof (as may be varied under Special Condition No. (25)(l) hereof), not less than 20% of the spaces or, subject to sub-clause (h) of this Special Condition, at such other percentage or number as may be approved in writing by the C for T, for the parking of taxis and van-type light goods vehicles; and
- (ii) out of the spaces provided under Special Conditions Nos. (25)(b)(i) and (25)(c)(i) hereof (as may be respectively varied under Special Condition No. (25)(l) hereof), not less than 20% of the aforesaid spaces respectively or, subject to sub-clause (h) of this Special Condition, at such other percentage or number as may be approved in writing by the C for T, for the parking of light goods vehicles, medium goods vehicles, heavy goods vehicles, and such categories of light buses and buses, the types and dimensions of which as may be

specified in writing by the C for T at his sole and absolute discretion,

provided that if the respective number of spaces to be provided is a decimal number, the same shall be rounded down to the nearest whole number, subject to a minimum of one space being reserved and designated respectively, and for the avoidance of doubt, nothing in this sub-clause shall prejudice Special Condition No. (30)(c) hereof.

(b) Notwithstanding Special Conditions Nos. (4)(a), (5) and (25) hereof, the Purchaser shall on or before 30 June 2029 or such other date as may be approved in writing by the C for T, and thereafter throughout the term hereby agreed to be granted, in all respects to the satisfaction of the C for T—

- (i) make or cause to be made all spaces reserved and designated under sub-clause (a) of this Special Condition available to members of the public for the parking of the respective types of motor vehicles specified therein (hereinafter collectively referred to as “the Night-time Public Parking Spaces”), on short term not longer than monthly basis or on such other basis of longer term as may be approved in writing by the C for T, for not less than 8 consecutive hours each day between 7 p.m. and 8 a.m. of the following day or, subject to sub-clause (h) of this Special Condition, for such other hours as may be approved in writing by the C for T (hereinafter referred to as “the Night-time Parking Hours”); and
- (ii) permit members of the public to have the right of free access to, from and through such part or parts of the lot or any building or buildings erected or to be erected thereon for the purpose of gaining access to and from the Night-time Public Parking Spaces in connection with the parking of motor vehicles in accordance with sub-clause (b)(i) of this Special Condition.

(c) The Night-time Public Parking Spaces shall not, during the Night-time Parking Hours, be used for any purpose other than for the parking of the respective types of motor vehicles specified in sub-clauses (a)(i) and (a)(ii) of this Special Condition.

(d) Prior to the provision and the use of any of the Night-time Public Parking Spaces by members of the public in accordance with sub-clause (b) of this Special Condition, the Purchaser shall at his own expense and in all respects to the satisfaction of the C for T submit or cause to be submitted to the C for T for his approval in writing a layout plan indicating the locations and the hours of operation of such spaces to be reserved and designated for the Night-time Public Parking Spaces (hereinafter referred to as “the Night-time Public Parking Spaces Layout Plan”). The Night-time Public Parking Spaces Layout Plan as approved by the C for T under this sub-clause (d) is hereinafter referred to as “the Approved Night-time Public Parking Spaces Layout Plan”. The spaces and the hours of operation of the Night-time Public Parking Spaces shall be reserved, designated and laid out in accordance with the Approved Night-time Public Parking Spaces Layout

Plan and in all respects to the satisfaction of the C for T. No amendment, variation, alteration, modification or substitution of the Approved Night-time Public Parking Spaces Layout Plan shall be made without the prior written approval of the C for T.

(e) The Purchaser shall at all times throughout the term hereby agreed to be granted permit the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking or ascertaining that there is no breach of or failure to comply with this Special Condition by the Purchaser.

(f) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under this Special Condition; or the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

(g) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under this Special Condition; or the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under this Special Condition.

(h) Notwithstanding the variation in percentage or number of spaces to be reserved and designated under sub-clause (a) of this Special Condition and variation in hours of operation under sub-clause (b)(i) of this Special Condition as approved in writing by the C for T, such variation or variations shall also be subject to the prior written approval of the Director, who may, at his sole and absolute discretion, give his approval on such terms and conditions as he sees fit, including the payment of such premium and administrative fee as shall be determined by the Director.

(i) For the purposes of these Conditions, "van-type light goods vehicle", "light goods vehicle", "medium goods vehicle", "heavy goods vehicle" and "light bus" shall be as defined in the Road Traffic Ordinance.

Public Vehicle
Park

(27) (a) In addition to the requirements under Special Condition No. (25) hereof, the Purchaser shall at his own expense, in all respects to the satisfaction of the Director and in accordance with these Conditions and all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong,

erect, construct and provide within the lot a public vehicle park (hereinafter referred to as "the Public Vehicle Park"), within which there shall be—

- (i) not less than 117 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance and each of the spaces so provided (except for the spaces reserved and designated under sub-clause (a)(ii) of this Special Condition) shall measure 2.5 metres in width and 5.0 metres in length with minimum headroom of 2.4 metres;
- (ii) out of the spaces provided under sub-clauses (a)(i) of this Special Condition, the Purchaser shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as the Building Authority may require or approve subject to not less than 2 spaces being so reserved and designated and the dimensions and locations of each of the spaces so reserved and designated shall be as the Building Authority may require or approve;
- (iii) not less than 634 spaces for the parking of goods vehicles licensed under the Road Traffic Ordinance;
- (iv) out of the spaces provided under sub-clause (a)(iii) of this Special Condition—
 - (I) not less than 433 spaces for the parking of goods vehicles with trailers licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 3.5 metres in width and 16.0 metres in length with minimum headroom of 4.7 metres;
 - (II) not less than 70 spaces for the parking of light goods vehicles licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 3.5 metres in width and 7.0 metres in length with minimum headroom of 3.6 metres; and
 - (III) not less than 131 spaces for the parking of medium goods vehicles or heavy goods vehicles licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 3.5 metres in width and 11.0 metres in length with minimum headroom of 4.7 metres; and
- (v) not less than 9 spaces for the parking of motor cycles licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 1.0 metre in width and 2.4 metres in length with minimum headroom of 2.4 metres.

(b) Each and every parking space provided within the Public Vehicle Park shall front directly onto a driveway or an adequate circulation area so that any motor vehicle referred to in sub-clause (a) of this Special Condition can be moved into or away from each parking space from or to the driveway or circulation area without obstruction.

(c) The layout of the Public Vehicle Park shall be designed in such a way that no motor vehicle shall have to queue or wait outside the lot to enter into the Public Vehicle Park.

(d) All parking spaces provided within the Public Vehicle Park shall be made available to all members of the public at all times during day and night for short term parking of the respective types of motor vehicles specified in sub-clause (a) of this Special Condition on an hourly basis, a daily basis or a monthly basis or on such other basis as may be approved in writing by the C for T. The Purchaser shall at all times during day and night permit all members of the public to have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purpose of gaining access to and from the Public Vehicle Park.

(e) The parking spaces provided within the Public Vehicle Park under sub-clause (a) of this Special Condition shall not be used for any purposes other than those respectively stipulated therein and in particular the Public Vehicle Park or any part or parts thereof shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

(f) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (19)(c) hereof, there shall be taken into account the gross floor area of the Public Vehicle Park (including all the parking spaces, turning circles, means of access, circulation areas and any other areas and spaces as may be required by the Director within the Public Vehicle Park and any other areas and spaces as the Director may at his sole discretion consider appropriate but excluding any parking spaces, turning circles, means of access and circulation areas provided or to be provide within the Pink Hatched Black Areas and the Pink Hatched Black Stippled Black Areas). The total gross floor area of the Public Vehicle Park and which area or areas or space or spaces shall be designated as and form part of the Public Vehicle Park shall be as determined by the Director whose determination shall be final and binding on the Purchaser.

(g) Notwithstanding sub-clause (f) of this Special Condition, the Director may at his sole discretion in calculating the gross floor area of any building or buildings erected or to be erected on the lot, exclude the gross floor area of the Public Vehicle Park or any part or parts thereof that are constructed below the ground level of the lot (as to what constitutes the ground level of the lot shall be decided by the Director whose decision shall be final and binding on the Purchaser), which has been excluded by the Building Authority from the calculation of gross floor area under the Buildings Ordinance.

No dedication

(h) It is expressly agreed, declared and provided that by imposing the obligation on the part of the Purchaser contained in sub-clause (d) of this Special Condition, neither the Purchaser intends to dedicate nor the

Government consents to any dedication of the Public Vehicle Park or any part or parts thereof or any part or parts of the lot to the public.

No concession
under Building
(Planning)
Regulations etc.

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

No liability

(j) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Indemnity

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

Approved Public
Facilities Layout
Plans

(28) (a) (i) The Purchaser shall on or before 30 June 2028 or such other date as may be approved by the Director at the Purchaser's own expense—

(I) submit or cause to be submitted to the C for T for his approval in writing such plans containing such information on the location or locations, layout or layouts, extent, routing (as appropriate) and other information of the Night-time Public Parking Spaces and the Public Vehicle Park (hereinafter collectively referred to as "the Public Facilities") individually or collectively as may be required or specified by the C for T at his sole and absolute discretion (which approved plans are hereinafter referred to as "the Approved Public Facilities Layout Plans"); and

Deposit of the
Approved Public
Facilities Layout
Plans

(II) deposit or cause to be deposited the Approved Public Facilities Layout Plans or a copy of such plans certified by an authorized person (as defined in the Buildings Ordinance) with the C for T and the Director respectively.

(ii) No amendment, variation, alteration, modification or substitution of the Approved Public Facilities Layout Plans shall be made without the prior written approval of the C for T who may in granting such approval impose such terms and conditions as he sees fit.

Display of the
Approved Public
Facilities Layout
Plans, notices and
signage

(b) The Purchaser shall from the date of an occupation permit or a temporary occupation permit issued by the Building Authority under the Buildings Ordinance covering the building or buildings erected on the lot or that part or parts of the building or buildings to which the respective Public Facilities relate or such other date as may be specified by the Director at his sole and absolute discretion, and thereafter throughout the term hereby agreed to be granted at the Purchaser's own expense display and maintain in such scale, dimensions and design within the lot or any building or buildings or structure or structures erected or to be erected on the lot or any part thereof or outside the lot at such location or locations as may be required from time to time by and in all respects to the satisfaction of the C for T—

- (i) copy of the Approved Public Facilities Layout Plans; and
- (ii) notices or signage for the purposes of indicating the location or locations, routing, entrances and exits (as appropriate) and such other information of the Public Facilities as may be required or specified by the C for T.

Disclosure, use
and processing of
the Approved
Public Facilities
Layout Plans

- (c) (i) The Purchaser shall (in addition to the fulfilment of the requirement as stipulated in sub-clause (a)(i)(II) of this Special Condition) submit or cause to be submitted the Approved Public Facilities Layout Plans to the C for T and the Director in such form and format and within such time limit or limits as may be required by them at their sole and absolute discretion.

(ii) The Purchaser hereby—

- (I) gives his consent to the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to view, use, copy and modify the Approved Public Facilities Layout Plans and to disclose and disseminate the Approved Public Facilities Layout Plans by any means and in any manner (including but not limited to electronic means or through electronic platforms) to any third party (whether individual, firm, corporate body, members of the public or other organization), whether in response to public or media enquiries or otherwise, or on the C for T's, the Director's or the Government's own accord; and

- (II) accepts and acknowledges that the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them shall have the sole and absolute discretion and right—

- (A) to decide whether or not to view, use, copy, modify, disclose or disseminate the Approved Public Facilities Layout Plans as provided under sub-clause (c)(ii)(I) of this Special Condition;

- (B) to process or integrate the Approved Public Facilities Layout Plans with information from other sources including those regarding adjacent or other sites or areas and with any other information; and
 - (C) to view, use, copy, modify, disclose or disseminate the Approved Public Facilities Layout Plans, whether after processing or integration or both (as the case may be) on any website (whether as part of a web map service or otherwise) or any other platforms or means as determined by the C for T or the Director in whatever format at their sole and absolute discretion for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise by any government department or third party.
- (iii) For the purpose of sub-clause (c)(ii) of this Special Condition, the Purchaser shall procure or cause to be procured the consent of the intellectual property right owners of the Approved Public Facilities Layout Plans to the viewing, use, copying, modifying, disclosure, processing, integrating and disseminating of the Approved Public Facilities Layout Plans by the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, and to the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Approved Public Facilities Layout Plans by any government department or third party.
 - (iv) The Purchaser hereby accepts and acknowledges that the consent given under sub-clauses (c)(ii)(I) and (c)(iii) of this Special Condition shall survive and continue to be binding upon the Purchaser after the expiry or sooner determination of the term hereby agreed to be granted.

Access to the lot
for inspection

(d) The Purchaser shall at all reasonable times throughout the term hereby agreed to be granted permit the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking or ascertaining that there is no breach of or failure to observe sub-clause (b) of this Special Condition by the Purchaser.

(e) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under sub-clauses (a), (b), (c)(i) and (c)(iii) of this Special Condition; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any

other persons authorized by any of them of the discretion and rights conferred under sub-clauses (c)(ii) and (d) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Approved Public Facilities Layout Plans by any government departments or third party as provided under sub-clause (c)(ii) of this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

(f) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under sub-clauses (a), (b), (c)(i) and (c)(iii) of this Special Condition; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clauses (c)(ii) and (d) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Approved Public Facilities Layout Plans by any government department or third party as provided under sub-clause (c)(ii) of this Special Condition.

Parking
Information

(29) (a) The Purchaser shall—

(i) at his own expense submit or cause to be submitted to the C for T for his written approval a plan or plans showing the locations and dimensions of the areas or spaces designated for accommodating such facilities, installations and equipment (hereinafter referred to as “the Facilities, Installations and Equipment”) to be provided and installed in, on or within any building, structure or floor space on the lot, which plan or plans shall contain such information as the C for T may require or specify at his sole and absolute discretion (hereinafter collectively referred to as “the Parking Information System Area”) for the purpose of submitting information relating to and associated with—

(I) the spaces provided in accordance with Special Conditions Nos. (25)(a), (25)(b), (25)(d) and (25)(f) hereof (as may be respectively varied under Special Condition No. (25)(l) hereof);

(II) the Night-time Public Parking Spaces; and

(III) the spaces provided for the parking of motor vehicles in the Public Vehicle Park in accordance with Special Condition No. (27) hereof,

including but not limited to the numbers and types of vacant spaces for the parking of motor vehicles (hereinafter collectively referred to as “the Parking Information”) as required under and in accordance with sub-clause (b) of this Special Condition. No building works (other than site formation works) shall be

commenced on the lot until such approval shall have been obtained and for the purposes of these Conditions, "site formation works" shall be as defined in the Buildings Ordinance;

- (ii) on or before 30 June 2028 or such other date as may be approved by the Director, at the Purchaser's own expense carry out and complete in all respects to the satisfaction of the C for T the works for the Parking Information System Area in accordance with the plan or plans approved under sub-clause (a)(i) of this Special Condition, and at the Purchaser's own expense provide and install the Facilities, Installations and Equipment and shall thereafter at all times during the term hereby agreed to be granted, maintain at the Purchaser's own expense the Parking Information System Area and the Facilities, Installations and Equipment in good and substantial repair and conditions for the purposes of fulfilling the Purchaser's obligations under sub-clause (b) of this Special Condition and in all respects to the satisfaction of the C for T; and
- (iii) at all reasonable times throughout the term hereby agreed to be granted permit the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (a)(ii) of this Special Condition.

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

(c) The Purchaser hereby--

- (i) gives his consent to the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to process, use and copy the Parking Information and to disclose and disseminate the Parking Information, whether as submitted or after processing, in such format by such media, to any government department or third party (whether individual, firm,

corporate body, members of the public or other organization) as the C for T shall at his sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise by such government department or third party; and

- (ii) accepts and acknowledges that the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them shall have the sole and absolute discretion and right to decide whether or not to process, use or copy the Parking Information or to disclose and disseminate the Parking Information, whether as submitted or after processing, in whatever format and by whatever media, to any government department or third party as provided in sub-clause (c)(i) of this Special Condition.

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

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

Deposit of the
Approved Car
Park Layout Plans

(30) (a) The Purchaser shall at his own expense deposit with the Director and submit to the C for T a plan or plans approved by the C for T indicating the layout of all the parking, loading and unloading spaces, the Queuing Spaces and lay-bys to be provided within the lot in accordance with Special Conditions Nos. (25) and (27) hereof, the Night-time Public Parking Spaces and the spaces which are the subject of the Parking Information to be

designated within the lot in accordance with Special Conditions Nos. (26)(a) and (29)(a)(i) hereof respectively, or a copy of such plan or plans certified by an authorized person (as defined in the Buildings Ordinance) (hereinafter referred to as "the Approved Car Park Layout Plans"). No amendment, variation, alteration, modification or substitution of the Approved Car Park Layout Plans shall be made without the prior written approval of the C for T.

(b) Subject to Special Condition No. (26) hereof, the parking, loading and unloading spaces, the Queuing Spaces and lay-bys indicated on the Approved Car Park Layout Plans shall not be used for any purpose other than for the purposes set out in Special Conditions Nos. (25) and (27) hereof respectively. The Purchaser shall maintain all parking, loading and unloading spaces, the Queuing Spaces, lay-bys and other areas, including but not limited to the lifts, landings, manoeuvring and circulation areas indicated on the Approved Car Park Layout Plans in accordance with the Approved Car Park Layout Plans.

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

(d) No transaction (except the surrender of the Pink Hatched Blue Areas and the Pink Hatched Blue Stippled Black Areas or any part or parts thereof in accordance with Special Condition No. (12) hereof, a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (22)(b)(iii) hereof (excluding the Public Vehicle Park) and a building mortgage under Special Condition No. (22)(b)(i) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to the deposit and submission of the Approved Car Park Layout Plans in accordance with sub-clause (a) of this Special Condition.

(e) The Purchaser hereby—

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

- (ii) accepts and acknowledges that the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them shall have the sole and absolute discretion and right to decide whether or not to view, use, copy, modify, disclose or disseminate the Approved Car Park Layout Plans as provided under sub-clause (e)(i) of this Special Condition.

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

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

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

(i) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under sub-clauses (a), (b), (c), (d) and (f) of this Special Condition; or any omission or mistake in the Approved Car Park Layout Plans; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clause (e) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Approved Car Park Layout Plans by any government department or third party as provided under sub-clause (e) of this Special Condition.

Vehicular access

(31) (a) Prior to the surrender of the Pink Hatched Blue Areas and the Pink Hatched Blue Stippled Black Areas or any part or parts thereof in accordance with Special Condition No. (12) hereof, 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 for ingress and between the points U and V through W for egress as shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Director.

(b) Upon the surrender of the Pink Hatched Blue Areas and the Pink Hatched Blue Stippled Black Areas or any part or parts thereof in accordance with Special Condition No. (12) hereof, 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 X1 and Y1 through Z1 for ingress and between the points U1 and V1 through W1 for egress as shown and marked on the plan annexed hereto or at such other points as may be approved or designated in writing by the Director.

(c) Upon development or redevelopment of the lot, a temporary access for construction vehicles into the lot may be permitted in such position and subject to such conditions as may be imposed by the Director. Upon completion of the development or redevelopment, the Purchaser shall at his own expense within the time limit specified by the Director and in all respects to the satisfaction of the Director, reinstate the area or areas upon which the temporary access was constructed.

Traffic
Management Plan

(32) (a) The Purchaser shall on or before 30 June 2024 or such other date as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the C for T submit or cause to be submitted to the C for T for his approval in writing a traffic management plan (hereinafter referred to as "TMP") containing, among others, such information, particulars and recommendations as the C for T may require, including but not limited to the following—

- (i) a proposed scheme of traffic management, vehicle access control arrangement, security and parking management together with a detailed car park layout plan;
- (ii) a plan showing the layout of the building or buildings erected or to be erected on the lot, the spaces to be provided within the lot for parking, loading and unloading, queuing, waiting and manoeuvring of motor vehicles, the proposed motor vehicle circulation and queuing arrangement within the lot so that no queuing of motor vehicles from the lot onto public roads or from public roads onto the lot would occur;
- (iii) an analysis on the time required for various loading and unloading situations;
- (iv) a proposed scheme of loading and unloading and queuing arrangement and the monitoring measures during normal operation mode;

- (v) a sensitivity test for 100% increase of vehicular flows in peak operation periods; and
- (vi) a proposed backup arrangement when all parking, loading and unloading and queuing spaces are fully occupied.

(b) The Purchaser shall at his own expense and within such time limit as may be stipulated by the C for T carry out and implement the recommendations contained in the TMP as approved by the C for T under sub-clause (a) of this Special Condition (hereinafter referred to as "the Approved TMP") in all respects to the satisfaction of the C for T. Except as provided in sub-clause (c)(i) of this Special Condition, no amendment, variation, alteration, modification or substitution of the Approved TMP shall be made without the prior written approval of the C for T.

Traffic
management
during the
Occupation
Period

(c) In addition to the requirements under Special Conditions Nos. (26)(d), (28)(a), (29)(a) and (30)(a) hereof, the Purchaser shall within 6 calendar months from the date of the Occupation Notice, at his own expense and in all respects to the satisfaction of the C for T submit or cause to be submitted to the C for T for his approval in writing—

- (i) a temporary traffic management plan containing such information, particulars and recommendations as the C for T may require including but not limited to a proposed scheme of traffic management, vehicle access control arrangement, security and parking management, to be effective during the Occupation Period (hereinafter referred to as "the Temporary TMP"); and
- (ii) any amendments to the Approved Night-time Public Parking Spaces Layout Plan, the Approved Public Facilities Layout Plans, the plan or plans showing the locations and dimensions of the Parking Information System Area and the Approved Car Park Layout Plans, to be effective during the Occupation Period (hereinafter referred to as "the Amended Plans").

(d) The Purchaser shall at his own expense and in all respects to the satisfaction of the C for T carry out and implement the Temporary TMP and the Amended Plans as approved by the C for T throughout the Occupation Period. No amendment, variation, alteration, modification or substitution of the Temporary TMP and the Amended Plans as approved by the C for T shall be made without the prior written approval of the C for T.

Set back

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

Cutting away

(34) (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, ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Purchaser shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage, ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

(b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (33) hereof.

(c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Purchaser or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the lot or from any adjacent or adjoining Government or leased land, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to such falling away, landslip or subsidence.

(d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Purchaser to carry out, construct and maintain the said land, slope treatment works, retaining walls or other support, protection, drainage, ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Purchaser shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Purchaser shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.

No rock crushing (35) No rock crushing plant shall be permitted on the lot without the prior written approval of the Director.

Anchor maintenance (36) Where prestressed ground anchors have been installed, upon development or redevelopment of the lot or any part thereof, the Purchaser shall at his own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors throughout their service life to the satisfaction of the Director and shall supply to the Director such reports and information on all such maintenance and monitoring works as the Director may from time to time at his absolute discretion require. If the Purchaser shall neglect or fail to carry out the required maintenance or monitoring works, the Director may forthwith execute and carry out the maintenance or monitoring

works and the Purchaser shall on demand repay to the Government the cost thereof.

Ground
settlement

(37) (a) The Purchaser hereby accepts and acknowledges that the lot has been formed from reclamation over seabed, and that as a result, some future changes in the levels of the lot is inevitable, whether as a result of consolidation of underlying and filling materials or otherwise.

(b) The Purchaser undertakes that, prior to any development or redevelopment of the lot, he shall at his own expense undertake a detailed geotechnical study of the ground conditions of the lot to provide for any future changes in the levels of the lot which may occur, whether as a result of ground settlement including residual settlement or otherwise. The Purchaser shall take due account of the findings of the study in the design of all infrastructure works, buildings, structures, services, utility connections, internal roads, bridges, footbridges and pavements or any other works (hereinafter collectively referred to as "the Infrastructure Works") and shall carry out all his obligations under these Conditions in such a way as to ensure that the Infrastructure Works are not adversely affected by any settlement or changes in the levels of the lot which may occur in the future and which would have been reasonably foreseeable.

(c) The Purchaser hereby accepts and acknowledges that all additional costs, charges, fees and expenses whatsoever, whether in respect of geotechnical studies or the Infrastructure Works to protect against or remedy future changes to the levels of the lot shall be his sole responsibility and that the Government shall be under no liability to the Purchaser, his successors or assigns in respect of such costs, fees, charges and expenses whatsoever.

(d) The Purchaser for and on behalf of himself, his successors and assigns hereby expressly waives any and all claims he or they may have against the Government as a result of or arising out of the reclamation works, and on behalf of himself, his successors and assigns hereby releases the Government from any liability which may arise in the future relating to or arising from the reclamation of the lot, or any ground or residual settlement or changes in the levels of the lot. The Purchaser for and on behalf of himself, his successors and assigns, covenants that he or they shall not take any proceedings, or make any demand or claim against the Government in connection with the reclamation works or as a result of any ground or residual settlement or changes in the levels of the lot which may occur in the future, howsoever arising, and whether or not any such settlement or changes in the levels was reasonably foreseeable. All assignments of the lot or any interest in the lot shall be subject to, inter alia, this sub-clause (d).

Spoil or debris

(38) (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter collectively referred to as "the waste") from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter collectively referred to as "the Government properties"), the Purchaser shall at his own expense remove the waste from and make good any damage done to the Government properties. The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether

directly or indirectly out of, in connection with or incidental to any damage or nuisance to private property caused by such erosion, washing down or dumping.

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

Damage to
Services

(39) The Purchaser shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair works (hereinafter collectively referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other drain (including the Drainage Facilities and the Diverted Drainage Facilities, if any, as respectively defined in Special Conditions Nos. (42)(a)(i) and (42)(d)(i) hereof), waterway or watercourse, water main, road, footpath, street furniture (including the Highways Facilities as defined in Special Condition No. (43)(a) hereof), sewer, nullah, pipe (including the Gas Pipes), cable (including the Cable), wire, utility service (including the Utility Services) or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof (hereinafter collectively referred to as "the Services"). The Purchaser shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Purchaser shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Purchaser shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot or any part thereof or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Purchaser shall pay to the Government on demand the cost of such works). If the Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works.

Construction of
drains and
channels

(40) (a) The Purchaser shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Purchaser shall be solely liable for and shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether

directly or indirectly out of, in connection with or incidental to any damage or nuisance caused by such storm-water or rain-water.

Connecting drains
and sewers

(b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Purchaser for any loss or damage thereby occasioned and the Purchaser shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Purchaser at his own expense and to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Purchaser at his own expense and upon demand be handed over by the Purchaser to the Government for future maintenance thereof at the expense of the Government and the Purchaser shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Purchaser to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works.

Drainage impact
assessment

(41) (a) The Purchaser shall on or before 30 June 2023 or such other date as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Director of Drainage Services, submit or cause to be submitted to the Director of Drainage Services for his approval in writing a drainage impact assessment (hereinafter referred to as "DIA") associated with the development of the lot containing, among others, such information and particulars as the Director of Drainage Services may require, including but not limited to all adverse drainage impacts on and as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works.

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

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

(d) No building works shall be commenced on the lot or any part thereof until the DIA shall have been approved in writing by the Director of Drainage Services under sub-clause (a) of this Special Condition.

(e) For the avoidance of doubt and without prejudice to General Condition No. 5 hereof, the Purchaser hereby accepts and acknowledges that the Purchaser shall have the sole responsibility to carry out and implement at his own expense the Approved DIA Measures in all respects to the satisfaction of the Director of Drainage Services. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's

obligations under this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

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

Drainage Reserve
Areas

- (42) (a) (i) The Purchaser hereby accepts and acknowledges that as at the date of this Agreement, there are existing drainage facilities respectively marked D.R. 1, D.R. 2 and D.R. 3 on the plan annexed hereto (hereinafter collectively referred to as "the Drainage Facilities") running across, through or under the areas shown coloured pink stippled black on the plan annexed hereto (hereinafter referred to as "the Pink Stippled Black Areas"), the Pink Hatched Blue Stippled Black Areas, the Pink Hatched Black Stippled Black Areas and the Pink Cross-Hatched Black Stippled Black Areas (hereinafter collectively referred to as "the Drainage Reserve Areas"). The Government gives no warranty or guarantee, express or implied, as to the exact positions, alignments, conditions, levels and extents of the Drainage Facilities.
- (ii) Without prejudice to General Condition No. 5 hereof, the Purchaser shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing at the date of this Agreement subject to the presence and use of the Drainage Facilities, and no objection or claim whatsoever shall be made or raised against the Government by the Purchaser in respect of or on account of the same.
- (b) (i) Except as provided in Special Conditions Nos. (10)(g), (11)(b) and (17)(b) hereof, no building, structure or support for any building or structure or utility installation shall be erected or constructed or laid within the Drainage Reserve Areas.
- (ii) Notwithstanding sub-clause (b)(i) of this Special Condition, with the prior written consent of the Director of Drainage Services and the Director and subject to such terms and conditions as they may at their absolute discretion impose, the Purchaser may erect or permit to be erected a minor structure or minor structures within the Drainage Reserve Areas provided that if and when required by the Director of Drainage Services and the Director, the Purchaser shall at the Purchaser's own expense, within the period specified by and in all respects to the satisfaction of the Director of Drainage Services and the Director, remove or demolish such minor structure or minor structures and reinstate the Drainage

Reserve Areas. If the Purchaser fails to carry out such removal, demolition or reinstatement works within the period specified or as required in an emergency, the Director of Drainage Services and the Director may carry out such works as they may consider necessary and the Purchaser shall pay to the Government on demand a sum equal to the cost of such works, such sum to be determined by the Director of Drainage Services and the Director whose determination shall be final and binding on the Purchaser.

(c) The Government, the Director of Drainage Services, the Director, their officers, contractors, agents, workmen and any other persons authorized by any of them with or without tools, equipment, plant, machinery or motor vehicles shall at all times during the term hereby agreed to be granted free of charge have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of laying, inspecting, repairing, maintaining, replacing and renewing the Drainage Facilities which the Director of Drainage Services and the Director may require or authorize. No object or material of whatever nature which may obstruct access or cause excessive surcharge to the Drainage Facilities shall be placed within the Drainage Reserve Areas. Where in the opinion of the Director of Drainage Services and the Director (whose opinion shall be final and binding on the Purchaser), there are objects or materials within the Drainage Reserve Areas which may obstruct access or cause excessive surcharge to the Drainage Facilities, the Director of Drainage Services and the Director shall be entitled by notice in writing to call upon the Purchaser, at the Purchaser's own expense and in all respects to the satisfaction of the Director of Drainage Services and the Director, to demolish or remove such objects or materials and to reinstate the Drainage Reserve Areas. If the Purchaser shall neglect or fail to comply with such notice within the period specified therein or as required in an emergency, the Director of Drainage Services and the Director may carry out such removal, demolition and reinstatement works as they may consider necessary and the Purchaser shall pay to the Government on demand a sum equal to the cost of such works, such sum to be determined by the Director of Drainage Services and the Director whose determination shall be final and binding on the Purchaser.

Diversion of the
Drainage
Facilities

- (d) (i) Subject to the prior written approval of the Director of Drainage Services and the Director who may give the approval on such terms and conditions as they may at their absolute discretion impose, including the payment of any premium and administrative fee as they may require, the Purchaser may at the Purchaser's own expense and in all respects to the satisfaction of the Director of Drainage Services and the Director carry out such works to divert the Drainage Facilities or any part or parts thereof to such location or locations within or outside the lot and at such levels and alignments, with such materials and to such standard, specification and design as may be approved by the Director of Drainage Services and the Director (hereinafter referred to as "the Diversion Works for the Drainage Facilities") and shall complete the Diversion Works for the Drainage Facilities

as approved by the Director of Drainage Services and the Director in good and workmanlike manner in all respects to the satisfaction of the Director of Drainage Services and the Director. The Drainage Facilities that have been diverted by the Purchaser in accordance with the Diversion Works for the Drainage Facilities approved by the Director of Drainage Services and the Director together with any part or parts of the Drainage Facilities not so diverted (if any) shall hereinafter collectively be referred to as "the Diverted Drainage Facilities".

- (ii) Other than the carrying out of the Diversion Works for the Drainage Facilities approved by the Director of Drainage Services and the Director, the Purchaser shall not in any way damage, interfere with, obstruct, demolish or remove or permit or suffer to be damaged, interfered with, obstructed, demolished or removed the Drainage Facilities or any part or parts thereof until the Diverted Drainage Facilities have been put into operation in all respects to the satisfaction of the Director of Drainage Services and the Director.

(e) The Government, the Director of Drainage Services, the Director, their officers, contractors, agents, workmen and any other persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles shall at all times during the term hereby agreed to be granted free of charge have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking and supervising any works required to be carried out in compliance with sub-clauses (d)(i) of this Special Condition.

(f) Save in respect of the reinstatement of any trench excavated in the exercise of the rights and powers conferred under sub-clause (c) of this Special Condition, the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the presence and use of the Drainage Facilities or the Diverted Drainage Facilities; the fulfilment or non-fulfilment of any of the Purchaser's obligations under this Special Condition; or the exercise by the Government, the Director of Drainage Services, the Director, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

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

obligations under this Special Condition; or the exercise by the Government, the Director of Drainage Services, the Director, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under this Special Condition; or anything done or omitted to be done by the Purchaser, his servants, workmen or contractors in connection with any damage to the Drainage Facilities or the Diverted Drainage Facilities.

(h) For the purpose of this Special Condition, the decision of the Director of Drainage Services and the Director as to what constitutes a minor structure or minor structures shall be final and binding on the Purchaser.

Protection of
Highways
Facilities

(43) (a) The Purchaser hereby accepts and acknowledges that as at the date of this Agreement, there are some highways facilities including but not limited to beam barriers, traffic signs and associated supporting structures (hereinafter collectively referred to as "the Highways Facilities") within the Pink Hatched Black Stippled Red Area. For the purpose of this Special Condition, the decision of the Director of Highways as to what constitutes the Highways Facilities shall be final and binding on the Purchaser.

(b) Without prejudice to General Condition No. 5 hereof, the Purchaser shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing at the date of this Agreement subject to the presence and use of the Highways Facilities, and no objection or claim whatsoever shall be made or raised against the Government by the Purchaser in respect of or on account of the same.

(c) The Government gives no warranty or guarantee, express or implied, as to the physical state, condition or safety of the Highways Facilities.

(d) The Purchaser shall not damage, interfere with or endanger the Highways Facilities and the decision of the Director of Highways as to what constitutes damage to, interference with or endangerment to the Highways Facilities shall be final and binding on the Purchaser. The Purchaser shall at his own expense take such measures and precautions as may be required by the Director of Highways to ensure that the Highways Facilities will not be damaged, interfered with or endangered. Any damage, interference with or endangerment to the Highways Facilities whatsoever caused by the Purchaser shall be reinstated, made good or rectified by the Director of Highways at the cost of the Purchaser who shall pay to the Director of Highways on demand a sum equal to the cost of such works, such sum to be determined by the Director of Highways whose determination shall be final and binding on the Purchaser.

(e) The Purchaser shall at all reasonable times throughout the term hereby agree to be granted and upon giving prior notice to the Purchaser (except in emergency in respect of which the decision of the Director of Highways shall be final and binding on the Purchaser) permit the Government, the Director of Highways, his officers, contractors, agents, workmen and any other persons authorized by the Director of Highways with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be

erected thereon for the purposes of carrying out, inspecting, checking and supervising any works under sub-clause (d) of this Special Condition; inspecting, maintaining and repairing the Highways Facilities; and carrying out any other works which the Director of Highways may consider necessary in respect of the Highways Facilities.

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

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

Contamination
Assessment and
Decontamination
Works

(44) (a) Without prejudice to General Condition No. 5 hereof, the Purchaser hereby accepts and acknowledges that there are potential land contamination areas within the lot.

(b) The Purchaser shall carry out at the Purchaser's own expense and in all respects to the satisfaction of the DEP a soil and groundwater contamination assessment (hereinafter referred to as "the Contamination Assessment") in respect of the lot and thereafter submit a report on the Contamination Assessment to the Director for his approval in writing on or before 30 June 2023 or such other date as may be approved by the Director. Upon demand in writing by the Director, the Purchaser shall at the Purchaser's own expense and in all respects to the satisfaction of the DEP carry out in such manner and within such time limit as the Director shall specify such decontamination or other works as shall be required by the Director (hereinafter referred to as "the Decontamination Works") in respect of the lot.

(c) No building works shall be commenced on the lot or any part thereof until the report on the Contamination Assessment shall have been approved in writing by the Director and the Decontamination Works (if required) shall have been completed in all respects to the satisfaction of the DEP under sub-clause (b) of this Special Condition.

(d) For the avoidance of doubt and without prejudice to General Condition No. 5 hereof, the Purchaser hereby accepts and acknowledges that the Purchaser shall have the sole responsibility at his own expense to carry

out and implement the Contamination Assessment and complete the Decontamination Works (if required) in all respects to the satisfaction of the DEP. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

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

Decontamination

(45) (a) The Purchaser shall take or cause to be taken such action as shall be necessary to avoid soil and groundwater contamination to the lot and any adjacent or adjoining Government land or any part thereof or any building or structure thereon (whether on, above or below the ground level) arising out of the development, redevelopment or use of the lot or otherwise and shall at his own expense carry out all necessary works (hereinafter referred to as "the Preventive Works") to prevent such soil and groundwater contamination occurring. For the purpose of this Special Condition, the decision of the Director as to what constitutes the ground level shall be final and binding on the Purchaser.

(b) The Purchaser shall, within 18 calendar months or such shorter period as specified by the Director, before the expiry or sooner determination of the term hereby agreed to be granted carry out at the Purchaser's own expense and in all respects to the satisfaction of the DEP a soil and groundwater contamination assessment (hereinafter referred to as "the Lease Expiration Contamination Assessment") in respect of the lot and any adjacent or adjoining Government land and any building or structure thereon (whether on, above or below the ground level) and the Purchaser shall submit a report on the Lease Expiration Contamination Assessment to the Director not later than 12 calendar months before the expiry or sooner determination of the term hereby agreed to be granted or such other period as may be specified and notified in writing to the Purchaser by the Director. Upon demand in writing by the Director, the Purchaser shall at the Purchaser's own expense and in all respects to the satisfaction of the DEP carry out in such manner and within such time limit as the Director shall specify such decontamination or other works as shall be required by the Director (hereinafter referred to as "the Lease Expiration Decontamination Works") in respect of the lot and any adjacent or adjoining Government land and any building or structure thereon (whether on, above or below the ground level).

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

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

(d) For the purpose of carrying out any of the Preventive and Lease Expiration Decontamination Works under sub-clause (c)(i) of this Special Condition, the Purchaser shall at all reasonable times permit the Government, the Director, his officers, contractors, agents, workmen and any other persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or structure thereon.

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

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

Automatic meter
reading for fresh
water supplies

(46) (a) The Purchaser shall on or before 30 June 2028 or such other date as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Water Authority (as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "the Waterworks Ordinance")) provide and install an outstation or outstations together with facilities and associated equipment as may be required by the Water Authority at its sole discretion on the lot or any part thereof or within any building or buildings erected or to be erected thereon for automatic meter reading for fresh water supplies (such outstation or outstations together with the facilities and associated equipment as aforesaid are hereinafter collectively referred to as "the AMR Outstations") in accordance with the approved AMR Outstation Proposals referred to in sub-clause (b) of this Special Condition and the Waterworks Ordinance.

(b) The Purchaser shall at his own expense and in all respects to the satisfaction of the Water Authority submit or cause to be submitted to the Water Authority for its approval in writing proposals for the provision and installation of the AMR Outstations (hereinafter referred to as "the AMR Outstation Proposals"), containing, among others, such information and particulars as the Water Authority at its sole discretion may require, including but not limited to—

- (i) a layout plan showing the locations of the AMR Outstations;
- (ii) details of the design and layout of and equipment for building up the AMR Outstations; and
- (iii) details of the area or space designated or to be designated for accommodating the AMR Outstations and facilitating inspection and maintenance thereof.

(c) No provision or installation works of the AMR Outstations shall be commenced on the lot until the AMR Outstation Proposals shall have been approved in writing by the Water Authority under sub-clause (b) of this Special Condition. The AMR Outstations provided and installed in accordance with the AMR Outstation Proposals as approved under sub-clause (b) of this Special Condition are hereinafter referred to as "the Approved AMR Outstations".

(d) The Purchaser shall at his own expense and in all respects to the satisfaction of the Water Authority operate, maintain and repair the Approved AMR Outstations in good repair and operational condition until the Approved AMR Outstations shall have been delivered up to the Water Authority in accordance with sub-clause (g) of this Special Condition.

(e) No structure, object or material of whatever nature which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement and re-provisioning of the Approved AMR Outstations shall be erected or placed within the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance of the Approved AMR Outstations. Where in the opinion of the Water Authority (whose opinion shall be final and binding on the Purchaser), there are structures, objects or materials erected or placed within the area or space for accommodating the Approved AMR Outstations and

facilitating inspection and maintenance thereof which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement or re-provisioning of the Approved AMR Outstations, the Water Authority shall be entitled by notice in writing to call upon the Purchaser, at the Purchaser's own expense and in all respects to the satisfaction of the Water Authority, to demolish or remove such structures, objects or materials and to reinstate the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof within such period as specified in the notice.

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

(g) The Approved AMR Outstations or any of them as required shall be delivered up to the Water Authority by the Purchaser on demand on such date or dates as specified by the Water Authority in writing, and in any event shall be deemed to have been delivered up to the Water Authority by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.

(h) The Purchaser shall at all times throughout the term hereby agreed to be granted permit the Water Authority, its officers, contractors, agents, its or their workmen and any other persons authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purposes of—

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

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

clauses (f) and (h) of this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

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

(47) Wherever in these Conditions it is provided that—

Supervisory and
overhead charges

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

Prior approval or
consent

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

Electric vehicle
charging facilities

(48) (a) The Purchaser shall on or before 30 June 2028 or such other date as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the DEP and the Director of Electrical and Mechanical Services (hereinafter referred to as "the DEMS")—

(i) provide, install and thereafter throughout the term hereby agreed to be granted maintain charging facilities for electric motor vehicles, including but not limited to fixed electrical installations and installations of final circuits and such other installations and structures as the DEP and the DEMS may require at their sole and absolute discretion (hereinafter collectively referred to as "the EV Charging Facilities") for each of the parking spaces provided in accordance with Special Conditions Nos. (25)(a), (25)(d) and (25)(f) hereof (as may be varied under Special Condition No. (25)(l) hereof) and Special Conditions Nos. (27)(a)(i), (27)(a)(ii) and (27)(a)(v) hereof at such location, in such manner and to such standards and designs as may be required or approved by the DEP and the DEMS; and

(ii) provide, install and thereafter throughout the term hereby agreed to be granted maintain an adequate electrical power system with such electrical loading

capacity, in such manner and to such standards and designs as may be required or approved by the DEP and the DEMS for the provision of the EV Charging Facilities (as and when provided) to each of the parking spaces provided in accordance with Special Condition No. (25)(b) hereof (as may be varied under Special Condition No. (25)(l) hereof) and Special Conditions Nos. (27)(a)(iii) and (27)(a)(iv) hereof in such manner and to such standards and designs as may be required or approved by the DEP and the DEMS.

(b) The EV Charging Facilities and the electrical power system specified in sub-clause (a)(ii) of this Special Condition shall comply with the Electricity Ordinance, any regulations made thereunder and any amending legislation

(c) For the purpose of this Special Condition, the decision of the DEP and the DEMS as to what constitute the EV Charging Facilities and the electrical power system specified in sub-clause (a)(ii) of this Special Condition shall be final and binding on the Purchaser.

Definition of
gross floor area

(49) (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 ground level), together with the area of each balcony in such building or buildings, which shall be calculated from the overall dimensions of the balcony (including the thickness of the sides thereof). For the purpose of this sub-clause (a), the decision of the Director as to what constitutes the ground level shall be final and binding on the Purchaser.

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

(i) in calculating the gross floor area of any building or buildings erected or to be erected on the lot (in addition to any floor space which may be excluded by Special Conditions Nos. (18)(b), (25)(p), (27)(f) and (27)(g) hereof), subject to sub-clause (c) of this Special Condition, exclude—

(I) any sunshade, reflector, 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 and any space for refuse disposal;

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

features”) and any other structure or floor space which in the opinion of the Building Authority is an environmentally friendly or innovative feature (as to which the opinion of the Building Authority shall be conclusive) and which, for that reason, has been excluded by the Building Authority from the calculation of gross floor area under the Buildings Ordinance; and

- (III) any structure or floor space other than that referred to in sub-clauses (b)(i)(I), (b)(i)(II) and (b)(ii) of this Special Condition, which has been excluded by the Building Authority from the calculation of gross floor area under the Buildings Ordinance provided that the Director at his sole discretion may require the payment by the Purchaser of an additional premium and administrative fee as shall be determined by the Director for any structure or any floor space excluded under this sub-clause (b)(i)(III); and

Calculation of gross floor area in buildings with curtain wall system forming external face of building

- (ii) accept, for the purpose of calculating the gross floor area, the outer face of the structural elements of the building or buildings erected or to be erected on the lot as the external wall where a curtain wall system forms the external face of any building or buildings erected or to be erected on the lot provided that the curtain wall system shall project no more than 250 millimetres from the outer face of the structural elements and which may be accepted by the Building Authority as the external wall for the purpose of calculating the gross floor area and provided also that the Director shall have the sole discretion in deciding what comprises a structural element of any building or buildings erected or to be erected on the lot.

Cap on concession

- (c) (i) The floor spaces of the features listed below which may in accordance with these Conditions be excluded from the calculation of the total gross floor area stipulated in Special Condition No. (19)(c) hereof shall not in the aggregate exceed 10% of the total gross floor area of the building or buildings erected or to be erected on the lot—

- (I) plant room which has been decided by the Building Authority as non-mandatory or non-essential plant room, including but not limited to boiler room, room occupied by machinery or equipment for air-conditioning or heating system, SMATV room (as to which the decision of the Building Authority shall be final and binding on the Purchaser), and pipe duct and air duct connected to such plant room;

- (II) chimney shaft;

- (III) portion of lift shaft which has been decided by the Building Authority as larger lift shaft (as to which

the decision of the Building Authority shall be final and binding on the Purchaser);

(IV) non-structural prefabricated external wall the thickness of which does not exceed 150 millimetres;

(V) trellis not landscaped to the satisfaction of the Building Authority (as to which the decision of the Building Authority shall be final and binding on the Purchaser);

(VI) void over main or common entrance of the building or buildings erected or to be erected on the lot; and

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

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

No grave or
columbarium
permitted

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

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

Contracts (Rights
of Third Parties)
Ordinance

(51) Notwithstanding any other provisions of this Agreement including any provision which purports to confer a benefit on a person who is not a party to this Agreement, this Agreement is not intended to and does not give any person who is not a party to this Agreement any right to enforce any provisions of this Agreement under the Contracts (Rights of Third Parties) Ordinance, any regulations made thereunder and any amending legislation, and a person who is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Ordinance, any regulations made thereunder and any amending legislation to enforce any provisions of this Agreement.

MEMORANDUM OF AGREEMENT

BETWEEN

Sunrise Victory Limited

of c/o Suites 2905-06, Two Exchange Square, 8 Connaught Place, Central, Hong Kong (herein referred to as "the Purchaser") of the one part and the Chief Executive on behalf of the Government of the Hong Kong Special Administrative Region of the other part whereby it is agreed that the Purchaser's tender for the lot described in the foregoing Tender Notice having been accepted at the premium hereunder specified and the Purchaser having paid the sum specified in his tender as an initial deposit and the further deposit (if required) referred to in paragraph 7 of the Tender Notice annexed to the foregoing Conditions of Sale and in part payment of the premium (the receipts of which are hereby acknowledged) hereby agrees to pay the balance of the premium and to become the lessee of the lot upon and subject to the foregoing Conditions of Sale and on his part to perform and abide by the said Conditions.

Registry No.	Rent	Amount of premium at which purchased
Kwai Chung Town Lot No. 531	As specified in General Condition No. 4	\$ 5,256,999,999.00

Dated 18th August 2022.

Witness to the signature of/execution by the Purchaser:



Kin Sing Richard Lee

Address Suites 2905-06, Two Exchange Square,
8 Connaught Place, Central, Hong Kong

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



Rui Hua Chang
Director




Witness to the signature of District Lands Officer, Tsuen Wan and Kwai Tsing:



Ms CHAN Fong-ping

Civil servant,
Lands Department

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



Ms. MY HO

District Lands Officer, Tsuen Wan and Kwai Tsing

MEMORANDUM FOR THE RECORD

DATE: 10/10/50

RE: [Illegible text]

1. [Illegible text]

2. [Illegible text]

3. [Illegible text]

4. [Illegible text]

5. [Illegible text]

6. [Illegible text]

7. [Illegible text]

8. [Illegible text]

9. [Illegible text]

10. [Illegible text]

APPROVED: [Illegible signature]

DATE: [Illegible date]

FOR THE RECORD: [Illegible text]

RE: [Illegible text]

1. [Illegible text]

2. [Illegible text]

3. [Illegible text]

4. [Illegible text]

5. [Illegible text]

6. [Illegible text]

7. [Illegible text]

8. [Illegible text]

9. [Illegible text]

10. [Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

1. [Illegible text]

2. [Illegible text]

3. [Illegible text]

4. [Illegible text]

5. [Illegible text]

6. [Illegible text]

7. [Illegible text]

8. [Illegible text]

9. [Illegible text]

10. [Illegible text]

Ms CHAN Fong-ping

Ms M Y HO

Witness ID/Initial/Signature of _____

1. Title of the project

2. Principal investigator

3. Institution

4. Address

5. City

6. Country

7. Summary of the project

8. Objectives of the project

9. Justification of the project

10. Budget

11. References

12. Other information

13. Signature of the principal investigator

14. Date

15. Name of the grant officer

16. Address of the grant officer

17. City of the grant officer

18. Country of the grant officer

19. Telephone number of the grant officer

20. Fax number of the grant officer

21. E-mail address of the grant officer

22. Other contact information

23. Name of the institution

24. Address of the institution

25. City of the institution

26. Country of the institution

27. Telephone number of the institution

28. Fax number of the institution

29. E-mail address of the institution

NEW GRANT NO. **22986**

Dated18th...August.....2022...

AGREEMENT

AND

CONDITIONS OF SALE

OF

KWAI CHUNG TOWN LOT NO. 531

Purchaser : Sunrise Victory Limited

Rent : As specified in General Condition
No. 4

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

Lands Department