

Candidate Number:

Room No.:

Seat No.:

## **HKIA/ ARB Professional Assessment 2004**

**Paper 6**

**SITE DESIGN**

22 December 2004  
9:00 am – 1:00 pm (4 hours)

Venue  
Room 319, Knowles Building  
The University of Hong Kong  
Pokfulam Road  
Hong Kong

**ONE COMPULSORY QUESTION**

**Total : 100 marks**  
**Time allowed : 4 hours**

**Contents***Page Number*

	Cover sheet	
Page 1	Contents	
Page 2 -3	Question Statement	
Attachment 1	Location Plan	1:1000 (A3 size, 1 page)
Attachment 2	Site Plan	1:500 (A3 size, 1 page)
Attachment 3	Site Sections	1:500 (A3 size, 1 page)
Attachment 4	Prototype House Plans	1:500 (A3 size, 3 pages)
Attachment 5	Development Schedule	(to be completed by the candidate)
Attachment 6	Lease Conditions	Total 19 pages
Attachment 7	Outline Zoning Plan	Extracted copy (3 pages)
Total number of sheets	33 (including Cover and Attachments)	
Reference Materials	Provided for your use. Do not remove from assessment venue.	

**ONE COMPULSORY QUESTION****100 marks****1. Question Statement**

Your Client is acquiring a Site on Mount Kellett at The Peak, Hong Kong, to develop a group of luxury single family houses. The Lease Conditions are available from the Lands Department for inspection (see Attachment 6 – Lease Conditions). Your Client has commissioned you to prepare a feasibility study to see how the Site can best be re-developed. The existing building is to be demolished.

The Client has done research on the design and layout of single family houses. He has provided you with three (3) Prototype Houses (see Attachment 4 -- Prototype House Plans) of the type and size that he prefers.

**Your task** is to carry out a feasibility study for the Site. The study includes the preparation of Site Layout Plan, Site Sections, Proposed House Plans and Development Schedule. The Client requires you to use any one (1) OR two (2) of the Prototype Houses. You can modify the Prototype House Plan(s), up to about ten percent (10%) in area, to suit the Site and to fully utilize the Site development potential. You can also propose mirror images of house plans.

**Prepare a preliminary design** for presentation to the Client. Drawings should clearly demonstrate how your proposal fulfils the Client's requirements and can be built. Issues such as access, circulation, views, open space, utilities, and the like, should be addressed. The design can be modest yet should show sensitivity and imagination.

**Your design** proposal is to satisfy functional requirements, comply with statutory requirements and conditions imposed by the Lease, be commercially sensible and technically feasible.

**2 Site Description**

The Site is situated on the ridge of Mount Kellett, with excellent views overlooking Victoria Harbour to the north and Aberdeen to the south.

The Site is bounded by Homestead Road and Mount Kellett Road.  
(See Attachment 1 - Location Plan and Attachment 2 - Site Plan)

There is an existing 6-storey building, with a plot ratio of 0.538, to be demolished.

The Site is accessible from Mount Kellett Road with one egress and ingress as specified in the Lease Conditions (see Attachment 2 – Site Plan).

### 3 Submission Requirements

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#### Site Layout Plan

preferred scale 1:500

Show site development (for example, site formation, vehicular and pedestrian access, buildings, roads, paths, utilities, servicing, amenities, landscaping, and the like).

Show pedestrian and vehicular access to the proposed houses. Show parking arrangement.

Show relevant features of adjacent sites.

Indicate critical dimensions, vehicle turning radii, slope gradients, and the like.

Annotate drawings to demonstrate compliance with laws and regulations.

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#### Site Sections

preferred scale 1:500

Provide two (2) site sections.

Show site boundaries, streets, site formation levels, and sections through buildings.

Include annotations, levels, and relevant dimensions.

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#### Proposed House Plans

preferred scale 1:200

Provide floor plans of the houses used in your proposal.

Show clearly the modifications made, if any, to the Prototype House(s) selected for use.

Indicate GFA of each proposed house.

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#### Development Schedule

Complete Attachment 5 - Development Schedule.

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#### General Guidance Notes

Format

A3 paper, plain and tracing, is provided.  
Use at your discretion.

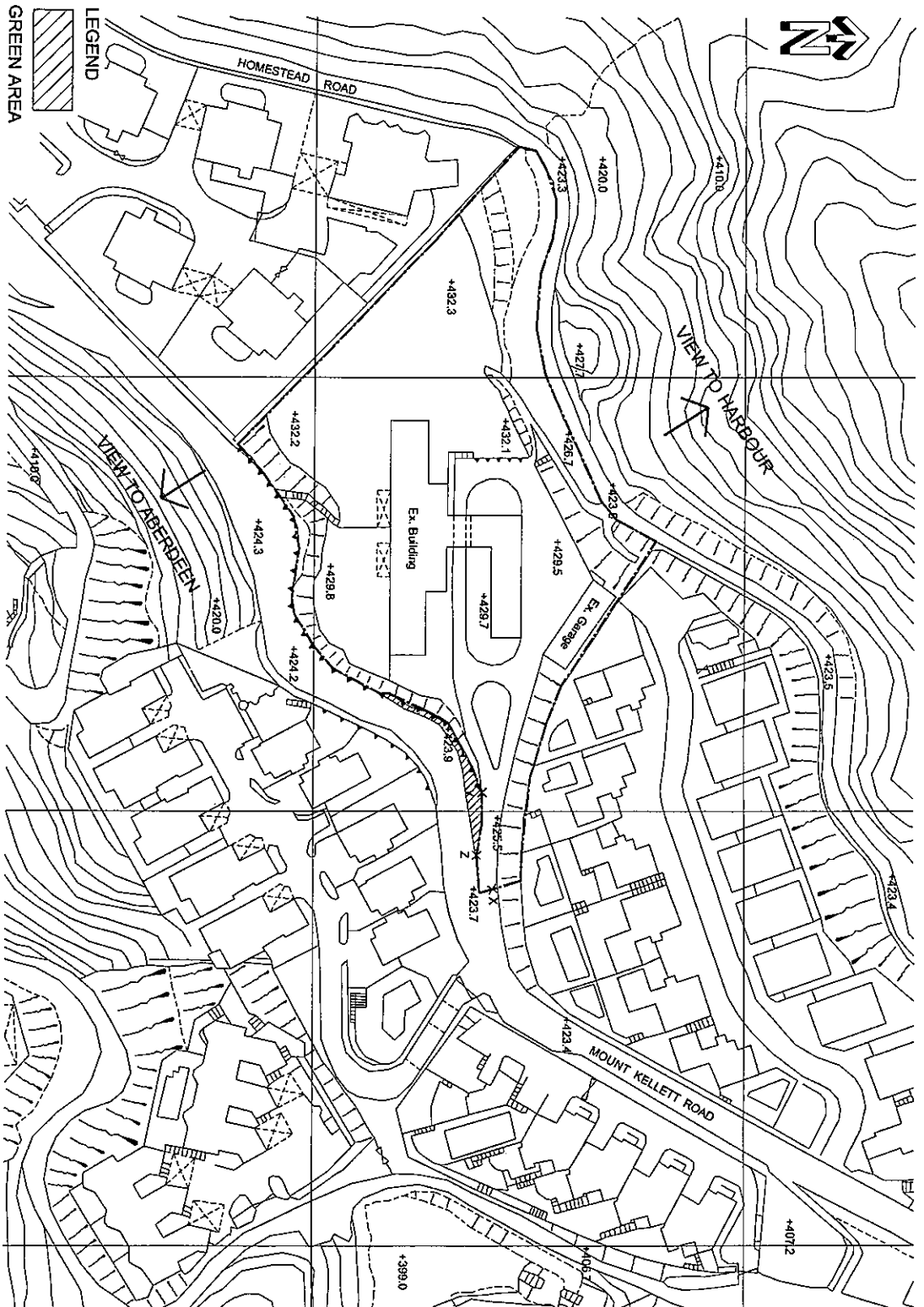
Presentation

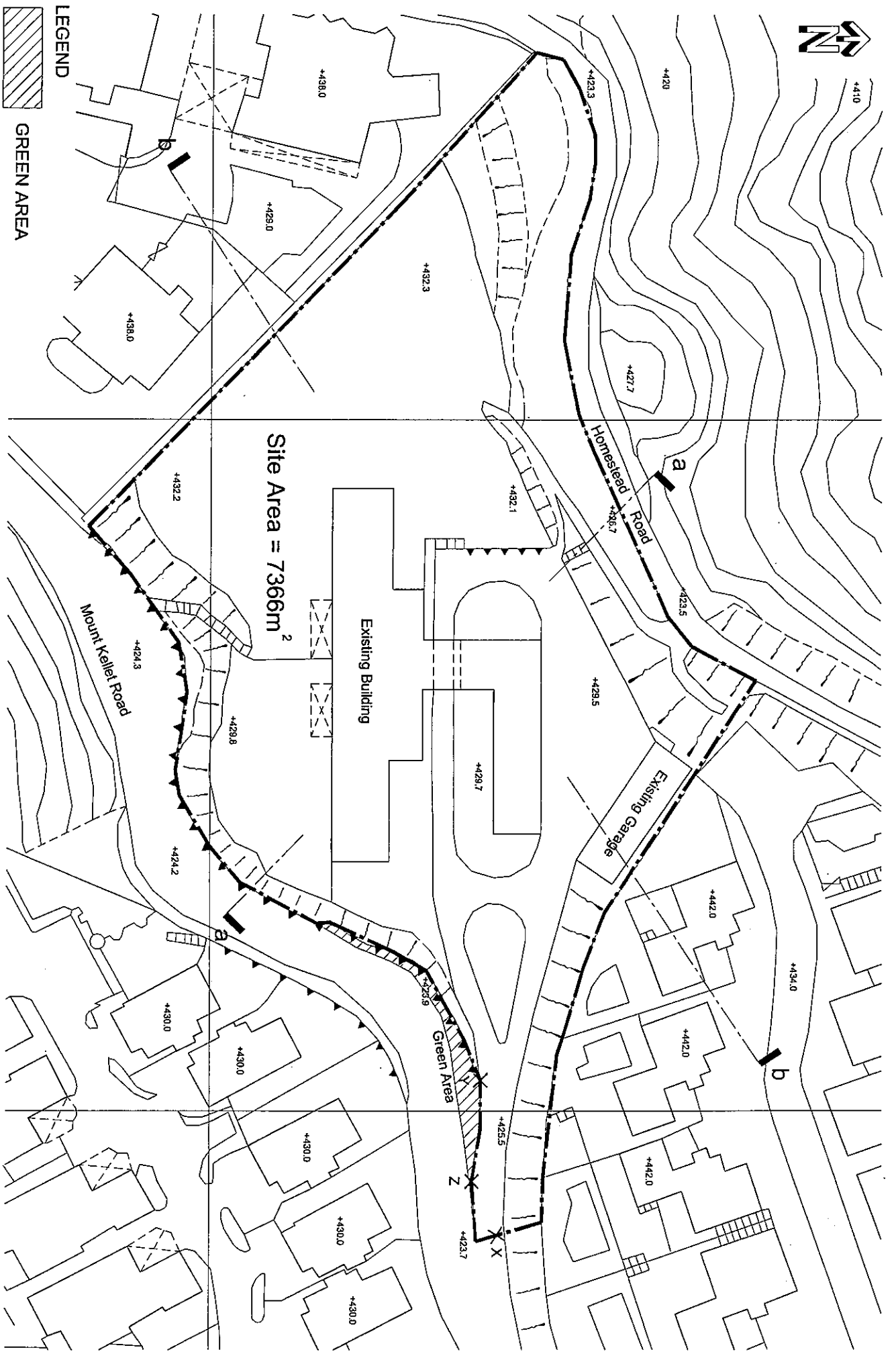
Ink or pencil line drawings are acceptable.  
Use of colour is optional.

Do NOT use RED.

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END OF PAPER

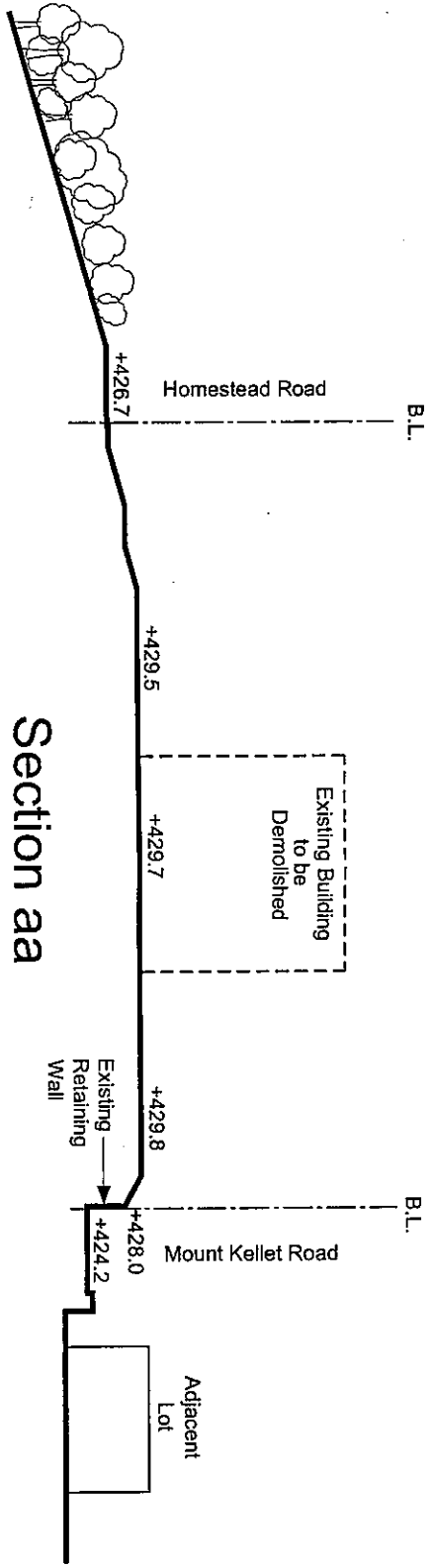




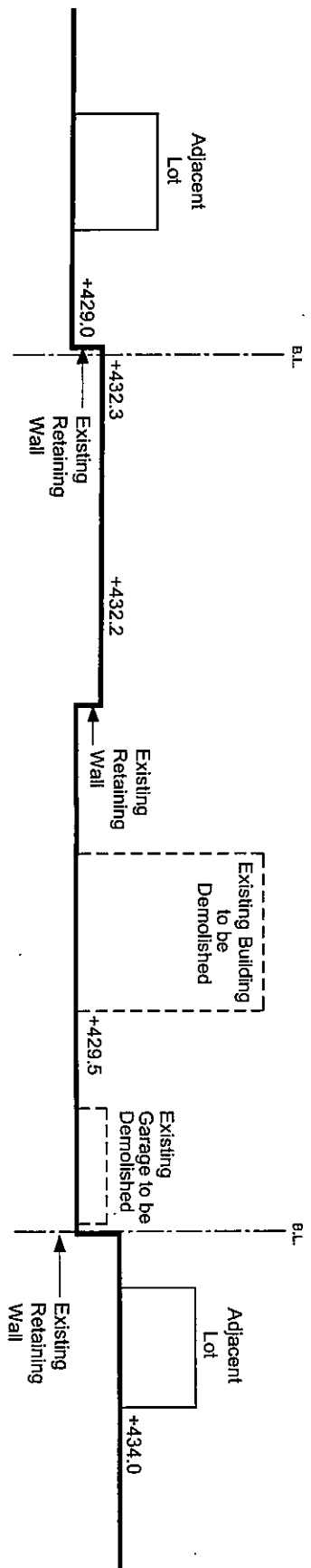
Site Area = 7366m<sup>2</sup>

**LEGEND**

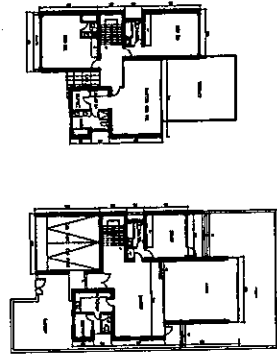
**GREEN AREA**



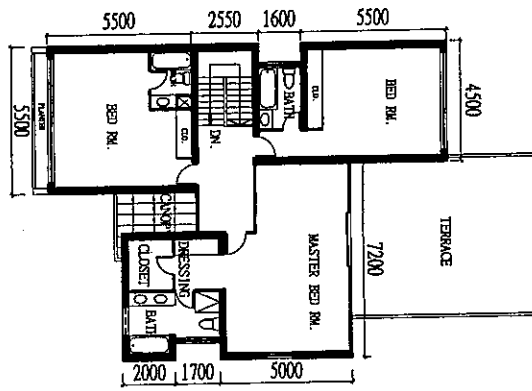
Section aa



Section bb



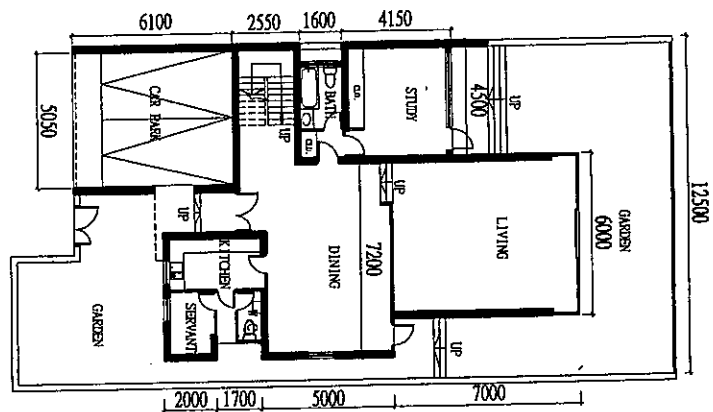
1st Floor Plan  
Ground Floor Plan  
Same Layout in Scale 1:500



**1st Floor Plan**

G.F.A. = 127.50 m<sup>2</sup>

Scale 1 : 200



**Ground Floor Plan**

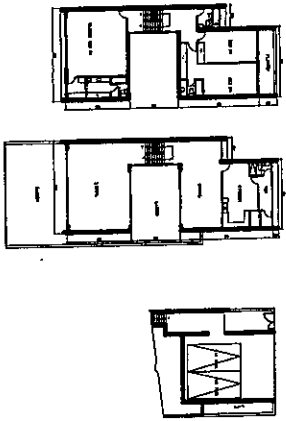
G.F.A. = 132.50 m<sup>2</sup> (excluding carparks)

Scale 1 : 200

Total G.F.A. = 260 m<sup>2</sup> (excluding carparks)  
Coverage = 176.80 m<sup>2</sup>

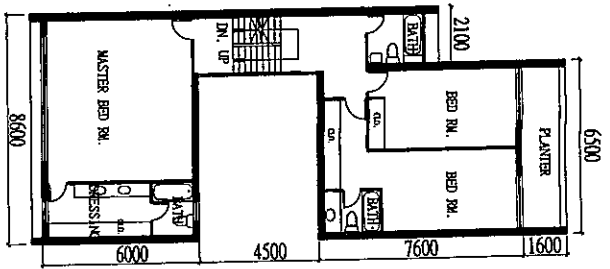
**Prototype 1**





1st Floor Plan    Ground Floor Plan    Lower Ground Floor Plan

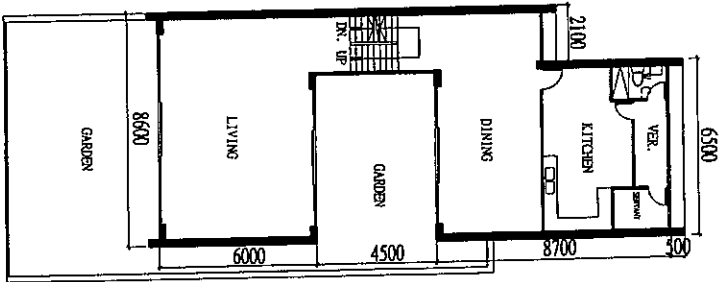
Same Layout in Scale 1:500



**1st Floor Plan**

G.F.A. = 120.50 m<sup>2</sup>

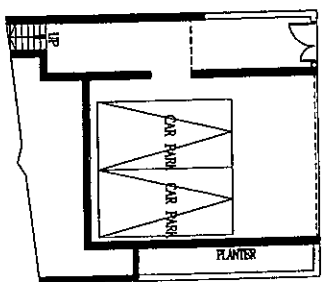
Scale 1 : 200



**Ground Floor Plan**

G.F.A. = 129.50 m<sup>2</sup> (excluding carparks)

Scale 1 : 200

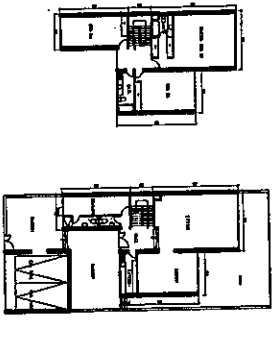


**Lower Ground Floor Plan**

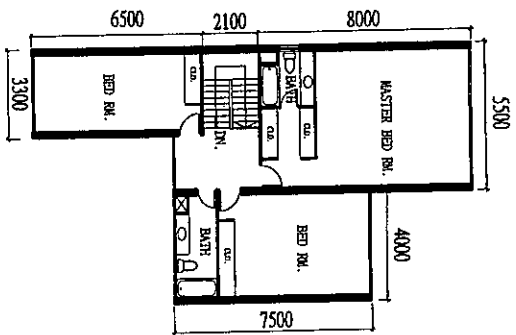
Total G.F.A. = 250 m<sup>2</sup> (excluding carparks)  
 Coverage = 130.75 m<sup>2</sup>

**Prototype 2**





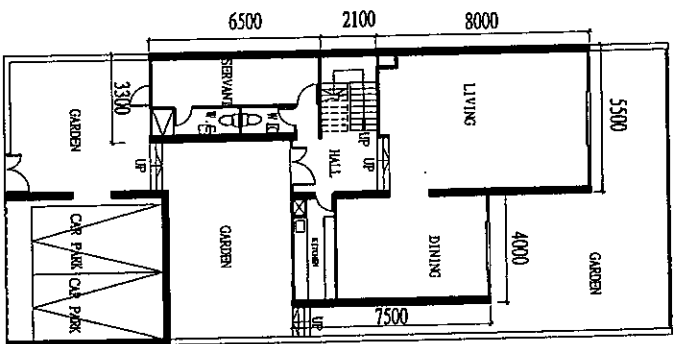
Same Layout in Scale 1:500



### 1st Floor Plan

G.F.A. = 110 m<sup>2</sup>

Scale 1:200



### Ground Floor Plan

G.F.A. = 110 m<sup>2</sup> (excluding carpark)

Scale 1:200

Total G.F.A. = 220 m<sup>2</sup> (excluding carpark)  
 Coverage = 145.65 m<sup>2</sup>

### Prototype 3



Candidate Number : \_\_\_\_\_

Seat Number : \_\_\_\_\_

### Development Schedule

		Permissible	Proposed
A.	Site area	7,366 s.m.	N/A
B.	GFA		
C.	Plot Ratio		
D.	Number of storeys		
E.	Site Coverage		
F.	Residents' Club House		
G.	Number of Car parks  Lay-by		
H.	Loading and unloading Provisions		

HKIA/ARB Professional Assessment 2004	Paper 6 SITE DESIGN	Attachment 5 Development Schedule
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**SPECIAL CONDITIONS**

- Possession (1) Subject to payment of the balance of the premium as provided in General Condition No. \_\_ hereof and subject to the provisions of General Condition No. \_\_ hereof, possession of the lot shall be deemed to have been given to the Purchaser on the date of this Agreement.
- Indemnify Government against existing structures (2) The Purchaser acknowledges that there are some buildings, structures and foundations existing on the lot and agrees that in the event of the demolition of the said buildings, structures and foundations at any time during the term hereby agreed to be granted, all the cost incurred for such demolition and removal of the said buildings, structures and foundations shall be borne by the Purchaser. The Government will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Purchaser by reason of the presence of the said buildings, structures and foundations and the Purchaser hereby indemnifies and shall keep indemnified the Government from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence, the use or the subsequent demolition and removal of the said buildings, structures and foundations.
- Formation of the Green Areas (time limit, manner and purpose) (3) (a) The Purchaser shall (i) within 12 calendar months from the date of this Agreement (or such other extended periods as may be approved by the Director), at his 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 those portions of future public roads shown coloured green on the plan annexed hereto (hereinafter referred to as "the Green Areas"); and (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures") so that building, vehicular and pedestrian traffic may be carried on the Green Areas. (ii) within 12 calendar months from the date of this Agreement or such other extended periods as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Areas and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and (iii) maintain at his own expense the Green Areas together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, 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 such time as possession of the Green Areas has been delivered in accordance with Special Condition No. (4) hereof.
- Formation of the Green Areas (non-fulfillment) (b) In the event of the non-fulfillment of the Purchaser's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, 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.

No compensation on works on the Green Areas	(c) The director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfillment of the Purchaser's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
Possession of the Green Areas	(4) For the purpose only of carrying out the necessary works specified in Special Condition No. (3)(a) hereof the Purchaser shall on the date of this Agreement be granted possession of the Green Areas. The Green Areas shall be redelivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Purchaser shall at all reasonable times while he is in possession of the Green Areas allow free access over and along the Green Areas for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of works whether under Special Condition No. (3)(a) hereof or otherwise.
Restriction on use of the Green Areas	(5) The Purchaser shall not without the prior written consent of the Director use the Green Areas for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (3) hereof
Access to the Green Areas for inspection	(6) The Purchaser shall at all reasonable times while he is in possession of the Green Areas permit the Director, his officers, contractors and any other persons authorized by him, the right of ingress, egress and regress to, from and through the lot and the Green Areas for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (3)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (3)(b) hereof and any other works which the Director may consider necessary in the Green Areas.
User	(7) The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for private residential purposes.
Development conditions	(8) Subject to these Conditions:-
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, any regulations made thereunder and any amending legislation;
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 and any amending legislation;
Total gross floor area	(c) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 2,378 square metres and shall not exceed 3,963 square metres;
Maximum site coverage	(d) the total site coverage of any building or buildings to be erected shall refer to Special Condition No. (18)(b);
Maximum number of Storeys	(e) any building or buildings erected or to be erected on the lot shall not exceed that stipulated under Special Condition No. (18)(c),

The number of storeys include carports and any floor or space below the level of the ground provided that the Director at his sole discretion may in calculating the number of storeys referred to in this sub-clause (e) exclude:

- (i) any floor or space that he is satisfied is constructed or intended to be occupied solely by machinery or equipment for any lift, air-conditioning or heating system or any similar service; and
- (ii) any structure or floor space referred to in Special Condition No. (42)(b)(i)(II) hereof.

No guarantee of  
maximum GFA, site  
coverage, and  
number of storeys

(9) The Purchaser hereby expressly agrees and accept that there is no guarantee that the building or buildings erected or to be erected on the lot or part thereof can attain (i) the maximum gross floor area as stipulated in Special Condition No. (8)(c) hereof; (ii) the maximum site coverage as stipulated in Special Condition No. (8)(d) or Special Condition No. (18)(b) hereof; and (iii) the maximum number of storeys as stipulated in Special Condition No. (8)(e) or Special Condition No. (18)(c) hereof or any of them.

Recreational facilities

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

(b) The Facilities provided in accordance with sub-clause (a) of this Special Condition shall only be used by any one or more residents of the residential block or blocks erected or to be erected within the lot and their bona fide visitors and by no other person or persons whatsoever,

(c) For the purpose of calculating (i) the total gross floor area stipulated in Special Condition No. (8)(c) hereof and (ii) the total site coverage stipulated in Special Condition Nos. (8)(d) or (18)(b) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of all the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which are not for such use shall be taken into account for such calculations.

(d) In the event that any part of the Facilities is exempted from the gross floor area and site coverage calculation pursuant to sub-clause (c) of this Special Condition:

- (i) such part of the Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (15)(a)(v) hereof and
- (ii) the Purchaser shall at his own expense maintain such part of the Facilities in good and substantial repair and condition and shall operate such part of the Facilities to the satisfaction of the Director.

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

Office accommodation  
for watchmen and  
caretakers

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

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

For the purposes of this sub-clause (a) no office accommodation may be located within any building on the lot which is intended or adapted for use as a single family residence.

(b) For the purpose of calculating (i) the total gross floor area stipulated in Special Condition No. (8)(c) hereof and (ii) the total site coverage stipulated in Special Condition Nos. (8)(d) or (18)(b) hereof, office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition which does not exceed 5 square metres for every 50 residential units or part thereof erected or to be erected on the lot, or 5 square metres for every block of residential units erected or to be erected on the lot, whichever calculation provides the greater floor area of such accommodation or such greater floor area as may be approved in writing by the Director, shall not be taken into account. Any gross floor area in excess of the said greater floor area shall be taken into account for such calculations.

(c) For the purposes of sub-clause (b) of this Special Condition neither detached, semi-detached nor terraced houses which are intended for use as single family residences shall be regarded as a block of residential units.

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

(e) In the event that the lot is developed for use as a single family residence, sub-clauses (a) to (d) of this Special Condition shall not apply.

(f) The decision of the Director as to whether a building constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

Quarters for watchmen  
and caretakers

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

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

For the purposes of this sub-clause (a) no quarters may be located within any building on the lot which is intended or adapted for use as a single family residence.

(b) For the purpose of calculating (i) the total gross floor area stipulated in Special Condition No. (8)(c) hereof and (ii) the total site coverage stipulated in Special Condition Nos. (8)(d) or (18)(b) 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 calculations.

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

(d) In the event that the lot is developed for use as a single family residence, sub-clauses (b) and (c) of this Special Condition shall not apply.

(e) The decision of the Director as to whether a building constitutes a single family residence shall be final and binding on the Purchaser.

Owners'  
Corporation /  
Owners'  
Committee office

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

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

(b) For the purpose of calculating (i) the total gross floor area stipulated in Special Condition No. (8)(c) hereof and (ii) the total site coverage stipulated in Special Condition Nos. (8)(d) or (18)(b) hereof, office provided within the lot in accordance with sub-clause (a) of this Special Condition which does not exceed 20 square metres shall not be taken into account. Any gross floor area in excess of 20 square metres shall be taken into account for such calculations.

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

(d) In the event that the lot is developed as a single family residence, sub-clauses (a), (b) and (c) of this Special Condition shall not apply.

(e) The decision of the Director as to whether a building constitutes a single family residence shall be final and binding on the Purchaser.

Anti-stilting

(14) No building or buildings or other structure or structures of any description resting upon supporting columns of the type commonly known as "stilts" shall be erected, constructed or maintained on the lot unless the Purchaser shall have satisfied the Director that no other form of construction is suitable and the decision of the Director as to whether any supporting column is a "stilt" within the meaning of this Special Condition shall be final and shall be binding upon the Purchaser.



Deed of Mutual  
Covenant  
incorporating  
Management  
Agreement (if any)

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

- (i) the Purchaser shall first submit to and obtain the approval in writing of the Director to a Deed of Mutual Covenant incorporating a Management Agreement (if any) (hereinafter referred to as "the DMC") to be entered into between the Purchaser and the assignees from him of undivided shares in the whole of the lot;
  - (ii) the DMC must be in a form and contain the provisions which the Director shall approve or require and it (and any approved amendment or amendments to it) must be registered by Memorial against the lot in the Land Registry;
  - (iii) the Purchaser must comply with the approved terms and conditions of the DMC. No amendment thereto may be made without the prior written consent of the Director and the payment of such fees as maybe required;
  - (iv) every assignment or other disposal of an undivided share or shares in the lot shall be subject to and with the benefit of the DMC;
  - (v) in the DMC the Purchaser must allocate to those parts of the lot which comprise the common areas or amenities for the common use and benefit of owners for the time being of the lot (hereinafter referred to as "the Common Areas") a number of undivided shares in the lot which in the opinion of the Director is appropriate;
  - (vi) the Purchaser may not assign, mortgage or charge (except by building mortgage or charge under Special Condition No. (18)(i)(i)(IV) hereof or otherwise dispose of or part with the possession of any undivided shares allocated to the Common Areas or any interest therein or enter into any agreement so to do except that upon execution of the DMC the whole of the said undivided shares allocated to the Common Areas shall be assigned to and vested in the manager appointed in accordance with the DMC who must hold the said undivided shares on trust for the benefit of all owners for the time being of undivided shares in the lot;
  - (vii) the DMC must provide that, subject to sub-clause (viii) hereof, on termination of the managers appointment the manager must assign the said undivided shares free of costs or consideration to its successor in office;
  - (viii) if an Owners Corporation is formed under the Building Management Ordinance (Cap. 344), it may require the manager, in accordance with the DMC to assign the undivided shares allocated to the Common Areas and transfer the management responsibilities to it free of costs or consideration, in which event, the said Owners' Corporation must hold them on trust for the benefit of all owners for the time being of undivided shares in the lot.
- (b) Sub-clause (a) of this Special Condition shall not apply to :
- (i) an assignment, underletting, mortgage or charge of the lot as a whole;  
or
  - (ii) an underletting of a part of the building erected thereon.

- Registration (16) Every assignment, mortgage, charge, underletting for more than three years or other alienation of the lot or any part thereof or any interest therein shall be registered at the Land Registry.
- Restriction on partitioning (17) The Purchaser shall not partition (whether by way of assignment or other disposal or by any other means) the lot or any part thereof.
- Redevelopment conditions (18) Upon redevelopment of the lot or any part thereof, the following provisions shall come into effect :
- Building covenant (a) The Purchaser shall re-develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, byelaws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation within 60 calendar months from the date of issue by the Building Authority of the first consent letter for the demolition of the building or buildings standing on the lot (hereinafter referred to as "the Building Covenant Commencement Date"). The determination of the Building Covenant Commencement Date by the Director shall be final and absolute.
- Maximum site coverage (b) The total site coverage of any building or buildings erected or to be erected on the lot shall not exceed the percentage of the area of the lot as specified below which is determined in accordance with the number of storeys in such building or buildings and such percentage of the area of the lot is hereinafter referred to as "the Maximum Percentage"

Number of storeys (including  
carports and any floor or space  
below the level of the ground)

Maximum Percentage

1	50%
2	30%
3	25%
4	22.5%

Provided that if the buildings to be erected on the lot do not contain the same number of storeys, the Maximum Percentage shall be determined by reference to the building having the greatest number of storeys.

- Maximum number of storeys (c) Any building or buildings erected or to be erected on the lot shall not exceed 4 storeys including carports and any floor or space below the level of the ground provided that the Director at his sole discretion may in calculating the number of storeys referred to in this sub-clause (c) exclude:
- (i) any floor or space that he is satisfied is constructed or intended to be occupied solely by machinery or equipment for any lift, air-conditioning or heating system or any similar service; and
  - (ii) any structure or floor space referred to in Special Condition No. (42)(b)(i)(II) hereof.

- Design, disposition and height (d) The design, disposition and height of any building or buildings erected or to be erected on the lot shall be subject to the approval in writing of the Director and no building works (other than demolition works and site formation works) shall be commenced on the lot until such approval shall have been obtained. For the purpose of these Conditions, "building works" and "site formation works" shall be as defined in the Buildings Ordinance and any amending legislation.
- Landscaping proposals (e) (i) The Purchaser shall submit or cause to be submitted to the Director for his approval a landscape master plan indicating the landscaping proposals for the lot.
- (ii) The landscape master plan shall be at a scale of 1:500 or larger and shall contain information on the landscaping proposals including a survey and treatment of existing trees, site layout and formation levels, conceptual form of building development, illustrative layout of hard and soft landscaping areas and such other information as the Director may require. No building works or any other works including site formation works but excluding demolition works shall be commenced on the lot or any part thereof until the landscape master plan has been approved in writing by the Director.
- (iii) The Purchaser shall at his own expense landscape the lot in accordance with the approved landscape master plan and no amendment, variation, alteration, modification or substitution shall be made without to prior written consent of the Director.
- (iv) The Purchaser shall thereafter at his own expense keep and maintain the landscaped works in a safe, clean, neat, tidy, functional and healthy condition all to the satisfaction of the Director.
- Residential Carparking Spaces (f) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles (hereinafter referred to as "the Residential Parking Spaces") at the following rates:
- (I) at the rate of 1.5 spaces for every residential unit in the building or buildings erected or to be erected on the lot; or
- (II) where detached or semi-detached unit or units are provided within the lot:
- (A) at the rate of not less than 2 spaces for every detached or semi-detached unit; and
- (B) for the remaining residential units (other than those detached or semi-detached units accounted for the calculation specified in sub-clause (f)(i)(II)(A) above) at the rate of 1.5 spaces for every such residential unit provided that if the number of spaces required to be provided at the aforesaid rate is not an integer, the number shall be rounded up to the next whole number.
- (III) Each of the Residential Parking Spaces provided under sub-clause (f)(i)(I)&(II) shall occupy an area of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres provided that any of the said spaces to be used for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance shall be of such dimensions as may be approved in writing by the Director.
- (IV) Such spaces shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

Motorcycle Parking  
Spaces

(ii) (I) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motorcycles (hereinafter referred to as "the Motorcycle Parking Spaces") at the rate of not less than 5 per cent and not more than 10 per cent of the number of Residential Parking Spaces required to be provided in accordance with sub-clause (f)(i)(I)&(II) of this Special Condition provided that if the number of spaces required to be provided at the aforesaid rate is not an integer, the number shall be rounded up to the next whole number.

(II) Each of the Motorcycle Parking Spaces provided shall occupy an area of 1.0 metres in width and 2.4 metres in length. Such spaces shall not be used for any purpose other than for the parking of motorcycles licensed under the Road Traffic Ordinance and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motorcycles for sale or otherwise.

Parking spaces excluded  
from gross floor area and  
site coverage calculation

(iii) For the purpose of calculating the total gross floor area and the total site coverage respectively referred to in sub-clauses (c) and (d) of Special Condition No. (8)(c) hereof and the total site coverage referred to in Special Condition No. (18)(b) thereof, there shall not be taken into account the spaces provided within the building or buildings erected or to be erected on the lot in accordance with sub-clauses (f)(i) and (f)(ii) of this Special Condition.

Restriction on alienation of  
Parking spaces and  
Motorcycle Parking spaces

(g) (i) The spaces designated as Residential Parking Spaces and Motorcycle Parking Spaces on the approved car park layout plan referred to in sub-clause (h) of this Special Condition shall not be :

(I) assigned except

(A) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or

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

(II) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot.

Allocation of undivided  
shares to the Car Park  
Common Areas

(ii) Prior to any assignment or disposal of any undivided share allocated to the Residential Parking Spaces and the Motorcycle Parking Spaces or any interest therein, the Purchaser shall allocate to those parts of the car park, which are for the common use and benefit only of the owners and occupiers of the Residential Parking Spaces and the Motorcycle Parking Spaces, including but not restricted to the loading and unloading spaces, lay-bys and manoeuvring and circulation areas (hereinafter referred to as "the Car Park Common Areas"), a number of undivided shares in the lot which in the opinion of the Director is appropriate.

Restriction on  
alienation of Car Park  
Common Areas

(iii) The Purchaser may not assign, mortgage or charge or otherwise dispose of or part with the possession of any undivided shares allocated to the Car Park Common Areas or any interest therein or enter into any agreement so to do except that the whole of the said undivided shares in the Car Park Common Areas shall be assigned to and vested in :-

- (I) upon execution of the DMC, the manager appointed in accordance with the DMC who shall hold the said undivided shares on trust for the benefit of all owners for the time being of the undivided shares allocated to the Residential Parking Spaces and the Motorcycle Parking Spaces; or
  - (II) upon execution of a sub-Deed of Mutual Covenant in respect of any building or buildings or part or parts thereof erected on the lot which includes the Residential Parking Spaces and the Motorcycle Parking Spaces (hereinafter referred to as the "the Sub-DMC"), the manager appointed in accordance with the Sub-DMC who shall hold the said undivided shares on trust for the benefit of all owners for the time being of the undivided shares allocated to the Residential Parking Spaces and the Motorcycle Parking Spaces.
  - (iv) Notwithstanding sub-clause (g)(i) of this Special Condition, the Purchaser may, with the prior written consent of the Director (which he may grant or refuse at his absolute discretion), assign the Residential Parking Spaces and the Motorcycle Parking spaces and the Car Park Common Areas as a whole, but only to a wholly-owned subsidiary company of the Purchaser.
  - (v) Sub-clauses (g)(i), (ii) and (iii) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot as a whole.
  - (vi) Sub-clauses (g)(i), (ii) and (iii) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge as a whole of the undivided shares allocated to the Residential Parking Spaces and the Motorcycle Parking Spaces and the Car Park Common Areas.
  - (vii) Sub-clauses (g)(ii) and (iii) of this Special Condition shall not apply to an underletting of the Residential Parking spaces and the Motorcycle Parking Spaces.
- Deposit of car park layout plan
- (h) A plan approved by the Director indicating the layout of the Residential Parking Spaces and the Motorcycle Parking Spaces to be provided within the lot in accordance with sub-clause (f) of this Special Condition and the Car Park Common Areas referred to in sub-clause (g)(ii) of this Special Condition, or a copy of such plan certified by an Authorized Person (as defined in the Buildings Ordinance) shall be deposited with the Director. No transaction (except a tenancy or lease permitted by sub-clause(i)(i)(III) of this Special Condition, a building mortgage under sub-clause (i)(i)(IV) of this Special Condition or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to such deposit. The Residential Parking Spaces, the Motorcycle Parking Spaces and the Car Park Common Areas indicated on the said approved plan shall not be used for any purpose other than for the purposes set out in sub-clauses (f) and (g) of this Special Condition. The Purchaser shall maintain the Residential Parking Spaces, the Motorcycle Parking Spaces and the Car Park Common Areas in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director.
- Restriction on alienation before Compliance upon redevelopment
- (i) (i) After the Building Covenant Commencement Date and prior to compliance with these Conditions in all respects to the satisfaction of the Director the Purchaser shall not except with the prior written consent of the Director and in conformity with any conditions imposed by him (including the payment of such fees as may be required by him):

- (I) assign, part with possession of or otherwise dispose of the lot or any part thereof or any interest therein or any building or part of any building thereon (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do;
- (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, moneys worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby the lot or any part thereof or any interest therein or any building or part of any building thereon is or may be sold, assigned or otherwise disposed of or affected, or enter into any agreement so to do;
- (III) underlet the lot or any building or part of any building thereon or enter into any agreement so to do unless the tenancy or lease of the lot or any building or part of any building thereon complies with the following terms and conditions:
  - (A) the term of the tenancy or lease shall not exceed 10 years in the aggregate including any right of renewal;
  - (B) the tenancy or lease shall not commence until after the issue by the Building Authority of an Occupation Permit or a Temporary Occupation Permit covering the building or that part of the building to which the tenancy or lease relates;
  - (C) no premium shall be paid by the tenant;
  - (D) the rent payable shall not exceed a rack rent;
  - (E) no rent shall be payable in advance for a period greater than 12 calendar months;
  - (F) the user permitted in the Tenancy Agreement or Lease or Agreement for Tenancy or Lease shall comply with these Conditions;
  - (G) none of the terms and conditions in the Tenancy Agreement or Lease or Agreement for Tenancy or Lease shall contravene these Conditions; and
- (IV) mortgage or charge the lot or any part thereof or any interest therein except for the purpose of the redevelopment 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 :
  - (A) 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 redeveloping the lot in accordance with these Conditions and for the payment of legal and other professional fees in connection with such redevelopment 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;

- (B) under which such advances (in the case of work done) are to be made to the Purchaser only in amounts to be certified from time to time by the Authorized Person (appointed by the Purchaser under the Buildings Ordinance for the redevelopment of the lot) as having been incurred by the Purchaser for the redevelopment of the lot; and
  - (C) under which the Purchaser, the mortgagee and the Stakeholder (as defined in sub-clause (i)(i)(IV)(E) of this Special Condition) are required, in the event of the Purchaser applying for the prior written consent of the Director under sub-clause (i)(i) of this Special Condition to enter into any agreement to dispose of any share or interest in the lot together with the right to the exclusive use and possession of any unit in the building erected or to be erected on the lot, to enter into an agreement containing the terms and requirements as the Director may from time to time specify or require, including but not limited to the following:-
    - (I) all sums received by the Purchaser or the Stakeholder as purchase price or any part thereof under an agreement for sale and purchase in respect of any unit, share or interest in the lot (the terms of which have been approved by the mortgagee) ("the ASP") shall be paid into a bank account designated for the redevelopment of the lot and which must be opened, maintained and operated by the Stakeholder with the mortgagee (hereinafter referred to as the "Stakeholder Account");
    - (II) no monies shall be released from the Stakeholder Account except with the prior written approval of the mortgagee and in accordance with the terms of the ASP and the terms of the Director consent; and
    - (III) the mortgagee irrevocably undertakes to the Purchaser to, upon completion of the sale and purchase, release unconditionally from the security of the building mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account;
  - (D) under which the mortgagee is obliged and irrevocably undertakes to, upon completion of the sale and purchase, release unconditionally from the security of the building mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account; and
  - (E) for the purpose only of this Special Condition, "the Stakeholder" means any solicitors firm for the time being appointed by the Purchaser to act as stakeholder in respect of the purchase price under the ASP.
- (ii) Sub clause (i)(i) of this Special Condition shall be deemed to have been spent of effect if the Director so confirms to the Purchaser in writing after these Conditions, in particular Special Condition No. (18) hereof shall have been complied with to his satisfaction.

- (iii) No consent of the Director will be given under sub-clause (i) of this Special Condition unless and until all of the existing mortgages, charges or other encumbrances of the lot or any part thereof (except a building mortgage under sub-clause (i)(i)(IV) of this Special Condition) entered into prior to re-development (which term refers solely to redevelopment contemplated in General Condition No. \_\_ hereof) of the lot or any part thereof have been fully released and discharged.

Vehicular access

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

Temporary access

(b) Notwithstanding the provisions of sub-clause (a) of this Special Condition, upon 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.

Construction of  
run-in and run-out

(c) (i) The Purchaser shall not exercise the right of ingress and egress in sub-clauses (a) and (b) of this Special Condition unless and until a run-in for each point of ingress and a run-out for each point of egress onto existing public roads/footpaths outside the lot have been designed and constructed to the satisfaction of the Director. Upon completion of redevelopment referred to in sub-clause (b) of this Special Condition or when required by the Director so to do, such run-in and run-out constructed for temporary access shall be removed and the road/footpath area or areas upon which such run-in and run-out were constructed shall be reinstated to the same condition as the road/footpath area or areas were prior to construction of the run-in and run-out unless otherwise agreed by the Director. The said works of design, construction, removal and reinstatement shall be undertaken by the Purchaser at his own expense to the satisfaction of the Director.

(ii) Notwithstanding sub-clause (c)(i) of this Special Condition the Director may (but is not obliged to), upon the written request of the Purchaser and at the cost of the Purchaser, design, construct, remove and reinstate the run-in and run-out referred to in the said sub-clause (c)(i).

Set back

(20) 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 (including the payment of fees) 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

(21) (a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Purchaser under these Conditions, or for any other purpose, the Purchaser shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time



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

(b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Governments rights under these Conditions, in particular Special Condition No. (20) thereof.

(c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Purchaser or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the lot or from any adjacent or adjoining Government or leased land, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.

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

No rock crushing

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

Anchor maintenance

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

Spoil or debris

(24) (a) In the event of spoil or debris from the lot or from other areas affected by any development of the lot being eroded and washed down onto public lanes or roads or into road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties, the Purchaser shall be held responsible and shall at his own expense remove the spoil and debris from and make good any damage done to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties. The Purchaser shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion and washing down.

(b) Notwithstanding sub-clause (a) of this Special Condition the Director may (but is not obliged to), upon the written request of the Purchaser and at the cost of the Purchaser, remove the spoil and debris from and make good any damage done to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties referred to in the said sub-clause (a).

Dumping  
(Government land)

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

Utility services

(26) The Purchaser shall take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during any construction, maintenance, renewal or repair work to avoid doing any damage to any Government or other existing drain, waterway or watercourse (including water main), footpath, sewer, nullah, pipe, cable, wire, utility service or any other works or installations (all together hereinafter referred to as 'the Works and Services) being or running upon, over, under or adjacent to the lot or any part thereof or the Green Areas or both the lot or any part thereof and the Green Areas, provided that the Purchaser before carrying out any such work as aforesaid shall make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of any of the Works and Services, and shall submit his proposals for dealing with any of the Works and Services in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the works and to such proposals aforesaid, and shall comply with any requirement of the Director in respect of the Works and Services, and shall bear the cost of meeting such requirements including the cost of any necessary diversion, relaying or reinstatement, and except as provided in Special Condition No. (30) hereof shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage or disturbance caused to the surface of the lot or the Green Areas or both the lot or any part thereof and the Green Areas or any of the Works and Services running on, over, under or adjacent to the lot or the Green Areas or both the lot or any part thereof and the Green Areas in any manner arising out of any such construction, maintenance, renewal or repair work. If the Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or the Green Areas or both the lot or any part thereof and the Green Areas or of any of the Works and Services to the satisfaction of the Director, he, the Director, may carry out any such diversion, relaying, repairing, reinstatement or making good as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works.

Damage to public  
roads

(27) (a) The Purchaser shall at his own expense and to the satisfaction of the Director make good any damage done to adjoining public roads including street furniture by the Purchaser, his contractors or sub-contractors or his or their workmen or vehicles or by any spoil from the lot.

(b) Notwithstanding sub-clause (a) of this Special Condition the Director may (but is not obliged to), upon the written request of the Purchaser and at the cost of the Purchaser, make good any damage done to the adjoining public roads including street furniture referred to in the said sub-clause (a).

Dumping public  
roads)

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

- Construction of drains and channels (29) The Purchaser shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Purchaser shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.
- Damage to nullahs etc. (30) (a) Any damage or obstruction caused by the Purchaser, his servants or agents to any nullah, sewer, storm-water drain or water main within or adjoining the lot shall be made good by the Government at the cost of the Purchaser, and the amount due in respect thereof shall be paid on demand to the Government by the Purchaser.  
(b) Notwithstanding sub-clause (a) of this Special Condition, the Purchaser shall, at the request of the Director, make good such damage or obstruction as specified by the Director at his own expense and in all respects to the satisfaction of the Director.
- Connecting drains and sewers (31) 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 constructed by the Purchaser at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall 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.
- Foundations (32) Any foundations to be constructed near or adjoining any water main sewer, storm-water drain or nullah within or adjoining the lot shall comply with the requirements of the Director.
- Filtered water supply (33) A filtered water supply from Government mains will be given on the usual terms and subject to the provisions of the Waterworks Ordinance or any enactment amending or replacing the same, but no guarantee is given that any water that is supplied will be continuously available.
- Fresh water for flushing purposes (34) No water from Government mains shall be used for flushing purposes on any part of the lot without the prior written consent of the Water Authority. Consent to use temporary mains fresh water for such purposes will be given if an alternative supply is impracticable and, if so required by the Water Authority, evidence to that effect is offered to and accepted by the Water Authority. The temporary mains fresh water supply if provided will be given on the usual terms and subject to the provisions of the Waterworks Ordinance or any enactment amending or replacing it. If a mains supply of salt water or treated effluent is provided, the Purchaser shall not implement his proposals for plumbing until such proposals have been approved in writing by the Water Authority. In the event of an alternative supply proving inadequate, the fact that salt water or treated effluent may in the future be unsuitable for the plumbing installed will not be accepted as a justification for the use of mains fresh water for flushing purposes.
- Restriction on use of water supply (35) Except with the prior written consent of the Water Authority, no water from Government mains shall be used for any heating, cooling or humidification purpose.

- Foul water drainage
- (36) (a) The design and construction of the whole of the foul water drainage system, including that from swimming pool filters and carparks (if any) within the lot shall be subject to the prior written approval of the Director, who may in his sole discretion require it to be carried out with cast iron pipes and hatch boxes or such other materials as he may require or approve.
- (b) The point of discharge of any foul water drain shall be subject to the prior written approval of the Director.
- Access for Fire Services appliances and personnel
- (37) Throughout the term hereby agreed to be granted:
- (a) the Purchaser shall at his own expense and to the satisfaction of the Director of Fire Services :
- (i) provide suitable means of access for the passage of Fire Services appliances and Fire Services personnel to any building or buildings, structure or structures erected or placed or to be erected or placed on the lot;
- (ii) at all times permit such Fire Services personnel and Fire Services appliances the free and uninterrupted use of such means of access; and
- (iii) maintain such means of access and keep the same free from obstruction;
- (b) the Purchaser shall permit the Director of Fire Services, his officers, servants or agents at all reasonable times with or without notice to enter upon the lot or any part thereof or any building or buildings, structure or structures or any part thereof erected or placed or to be erected or placed thereon for the purpose of inspecting the same so as to ensure that the requirements referred to in sub-clause (a) of this Special Condition have been complied with.
- Provision of fire service installations and equipment
- (38) The Purchaser shall at his own expense and to the satisfaction of the Director of Fire Services provide fire hydrants, fire fighting appliances, water pumping connections and such other fire service installations and equipment (as defined in the Fire Services Ordinance) as the Director of Fire Services in his sole discretion shall require within the lot (or, subject to the prior written consent and approval of the Director, on any adjacent or adjoining Government land) and within any building or buildings erected or to be erected thereon at such point or points as the Director of Fire Services may require. The Purchaser shall maintain at his own expense the said fire hydrants, fire fighting appliances, water pumping connections and such other fire service installations and equipment in good condition and to the satisfaction of the Director of Fire Services.
- Dangerous goods
- (39) The Purchaser shall comply with all lawful requirements of the Director of Fire Services made under the Dangerous Goods Ordinance, any regulations made thereunder and any amendments thereto,
- Supervisory and overhead charges
- (40) Wherever in these Conditions it is provided that:
- (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
- (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.
- Prior approval or consent

Existing road lights

(41) (a) The Purchaser acknowledges that there are road lights existing on the lot at the date of this Agreement and which are indicated and marked on the plan annexed hereto (hereinafter referred to as "the existing road lights"). The Government will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Purchaser by reason of the presence of the existing road lights and the Purchaser hereby indemnifies and shall keep indemnified the Government from and against all liability, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence or the subsequent demolition and relocation of any or all of the existing roads lights.

Right of access to lot  
for maintenance

(b) The Director shall have the right to inspect, maintain, repair or renew all or any of the existing road lights or to relocate any or all of the existing road lights to other location or locations within the lot as the Director may consider appropriate. The Purchaser shall at all times during the term hereby agreed to be granted permit the Director, its officers, contractors and any other person authorized by him the right of ingress, egress and regress to, from and through the lot without any payment whatsoever for the purpose of inspecting, maintaining, repairing, renewing or relocating any or all of the existing road lights and such road lights as relocated which the Director may consider necessary.

Relocation of the  
existing road lights

(c) Subject to the prior written approval of the Director, the Purchaser may at his own expense and within such period as shall be approved by the Director demolish and remove any or all of the existing road lights and provide, erect or install substitute road lights of such type and numbers within the lot at such position or positions as shall be required or approved and in all respects to the satisfaction of the Director provided always that the existing road lights shall not be demolished or removed unless and until the substitute road lights shall have been provided, erected or installed to the satisfaction of the Director.

Definitions of gross  
floor area and site  
coverage

(42) (a) For the purposes of these Conditions the expression "gross floor area" means the area contained within the external faces of the external walls (or in the absence of such walls the external perimeters) of any building or buildings erected or to be erected on the lot measured at each floor level (including any floor below the level of the ground), together with the area of each balcony in such building or buildings, which shall be calculated from the overall dimensions of the balcony (including the thickness of the sides thereof), and the expression "site coverage" means the area of the lot or part of the lot that is covered by any building or buildings or part of such buildings erected thereon.

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

(i) in calculating the gross floor area or the site coverage 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 Condition Nos. (10)(c), (11)(b), (12)(b), (13)(b), and (18)(f)(iii) hereof), exclude

(I) 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;

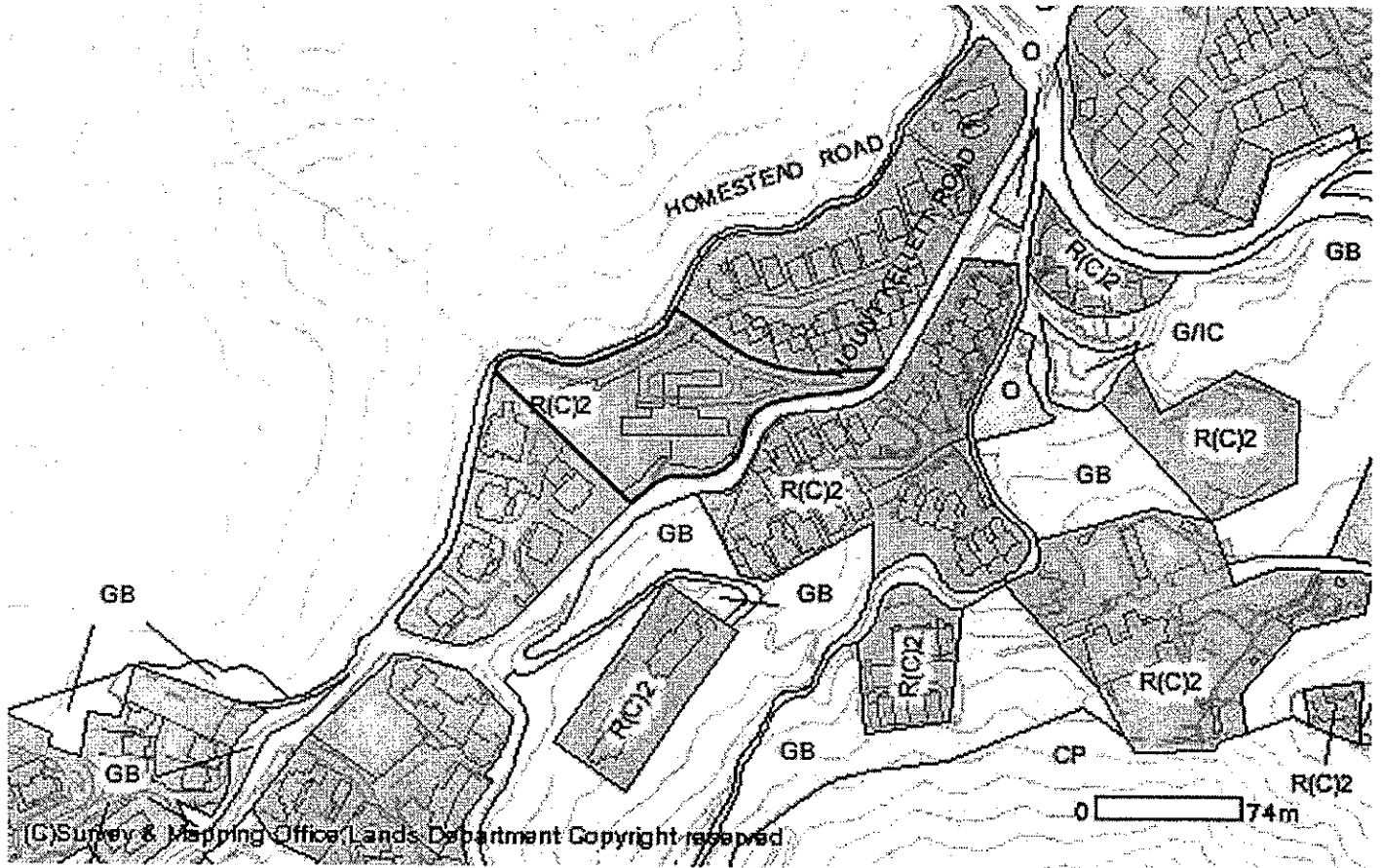
(II) any structure or floor space, including, but not limited to, any balcony, corridor, lift lobby, communal sky garden, acoustic fin, noise barrier, sunshade, reflector, wing wall, wind catcher or funnel, or any part thereof (all hereinafter referred to as 'environmentally friendly or innovative features") 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 calculation of gross floor area or site coverage under the Buildings Ordinance; and

(III) any structure or floor space other than that referred to in sub-clauses (b)(i)(I) and (II) and (b)(ii) of this Special Condition, which has been excluded by the Building Authority from the calculation of gross floor area or site coverage 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;

(ii) accept, for the purpose of calculating the gross floor area and site coverage, 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 outer face of the curtain wall system shall project no more than 300 millimetres from the outer face of the structural elements 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.

(c) Communal sky gardens and any other structure or floor space referred to in sub-clause (b)(i) of this Special Condition shall, if so required by the Director, be designated as and form part of the Common Areas referred to in Special Condition No. (15)(a)(v) hereof.

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



RESIDENTIAL (GROUP C)

Column 1 Uses always permitted	Column 2 Uses that may be permitted with or without conditions on application to the Town Planning Board
Ancillary Car Park Flat Government Staff Quarters House Police Reporting Centre Private Swimming Pool Staff Quarters Utility Installation for Private Project	Ambulance Depot Bank Clinic/Polyclinic Educational Institution Fast Food Shop Government Refuse Collection Point Government Use (not elsewhere specified) Hospital Hotel Petrol Filling Station Place of Recreation, Sports or Culture Private Club Public Car Park Public Transport Terminus or Station Public Utility Installation Religious Institution Residential Institution Restaurant Retail Shop School Social Welfare Facility

Remarks

- (1) On land designated "Residential (Group C)", no new development or addition, alteration and/or modification to the existing building(s) shall result in a total development or redevelopment in excess of a maximum plot ratio of 0.5 or the plot ratio of the existing building(s), whichever is the greater, and a building height not exceeding the height of the existing buildings.

Remarks

(Please see next page)

HKIA/ ARB Professional Assessment 2004	Paper 6 SITE DESIGN	Attachment 7 Outline Zoning Plan
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RESIDENTIAL (GROUP C) (Cont'd)

Remarks (Cont'd)

- (2) The maximum height of any building within each sub-area of the zone shall be limited to that stated below or the height of the existing building(s), whichever is the greater:

<u>Sub-area</u>	<u>Height Restriction</u>
R(C)1	Maximum 3 storeys including carports
R(C)2	Maximum 4 storeys including carports
R(C)3	Maximum 6 storeys over 1 storey of carports
R(C)4	Maximum 12 storeys over 1 storey of carports

- (3) In determining the relevant maximum plot ratio for the purpose of paragraph (1) above, any space that is constructed or intended for use solely as car/motorcycle park, loading/unloading bay, plant room, caretaker's office and caretaker's quarters, or any space constructed or intended to be occupied by recreational facilities for the use and benefit of all the owners or occupiers of the building(s) provided such uses and facilities are ancillary and directly related to the development or redevelopment may be disregarded.
- (4) Minor relaxation of the stated restrictions in paragraphs (1) and (2) above, based on the merits of individual development or redevelopment proposals, may be considered by the Town Planning Board on application under section 16 of the Town Planning Ordinance.