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Attachment 7	Design Data Sheet	To be submitted with Paper

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### Reference Materials

- Provided for your use.
- Do not remove from Examination Hall.

## ONE COMPULSORY QUESTION

### 1 Problem Statement

A Client has commissioned your office to prepare a feasibility study for the development of a Site they are acquiring in one of Hong Kong's New Towns.

The Lease Conditions are available from the Lands Department for inspection - See Attachment. The office has assigned the design problem to you.

The Client has done preliminary research on Residential high rise Blocks. He has indicated the preferred average unit size based on market research and has provided some prototype layouts that he prefers, for your reference - See Attachments. However, you are free to modify these layouts at your discretion to suit your design, while adhering to the preferred average unit size.

**Your task is** to prepare a proposal for the best arrangement of the Residential Blocks

**Your design** proposal should be functional, comply with statutory requirements, be commercially sensible, and technically feasible.

**Prepare a preliminary design** for presentation to the client.

**Master Layout Plan** and **Master Section(s)** are needed.

Drawings should clearly demonstrate how your proposal fulfils the client's requirements and can be built. Issues such as access, drop off, pedestrian and vehicular circulation, utilities, views, open space and the like should be fully resolved. The design can be modest yet should show sensitivity and imagination.

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### 2 Site Description

#### Context

The site is located in the valley of a New Town. See Location and Site Plans.

The east and west sides of the Site face a small mountain.

The south side faces two office buildings (4 storeys) and a factory building (4 storeys).

The north side faces village houses.

An industrial area is further to the south of the Site.

The Site is formed into 2 platforms with different levels.

The northern platform is larger and level.

The southern platform is smaller, with a slope following the adjoining street.

There is a Non-Building Area along the northern edge of the Site.

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#### Access and services

The site is accessible from Road A. Egress and ingress from the road is specified in the Lease Conditions.

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#### Environmental Factors

Prevailing winds come from the north.

Pollution from the adjacent industrial area is a concern.

Traffic noise from Road A is also a concern

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#### Land Use

The site is zoned Residential Use under Town Plan. No limit on Plot Ratio or building height is imposed.

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### 3 Development Brief

The Client intends to develop the Site into a quality residential complex with the following requirements, some of which are MANDATORY and others at the discretion of the architect:

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Development Potential	- Site development potential to be fully utilized. MANDATORY
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Residential Units	- Average unit size to be 80 square meters (about) MANDATORY - Headroom minimum 3m floor to floor MANDATORY - Views to be fully exploited. Overlooking between units to be minimized. "Wall effect" with buildings connected not preferred and to be avoided. - Access to the Residential Blocks from the car park, from the vehicular drop off, and from the street to be convenient and pleasant. - Prototype plans provided by the Client are for reference and may be modified at architect's discretion. Unit sizes not to vary from prototypes more than 10%
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Residents Clubhouse	- Indoor facilities to be provided at the architect's discretion. Interior layouts not required. - Outdoor recreational (25 metre length, non-competitive) swimming pool to be provided. - Plot ratio concessions for amenity facilities to be fully utilized. MANDATORY
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Building Services Provisions	- Major provisions to be indicated. Detailed design is not required.
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Car Parks, Loading Area	- Comply with relevant Lease Conditions MANDATORY (detailed layout of car parking spaces is NOT required)
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Laws of Hong Kong & Lease	- Conform to Lease Conditions and relevant statutory requirements, Codes of Practices, Practice Notes and the like. MANDATORY
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## 4 Submission Requirements

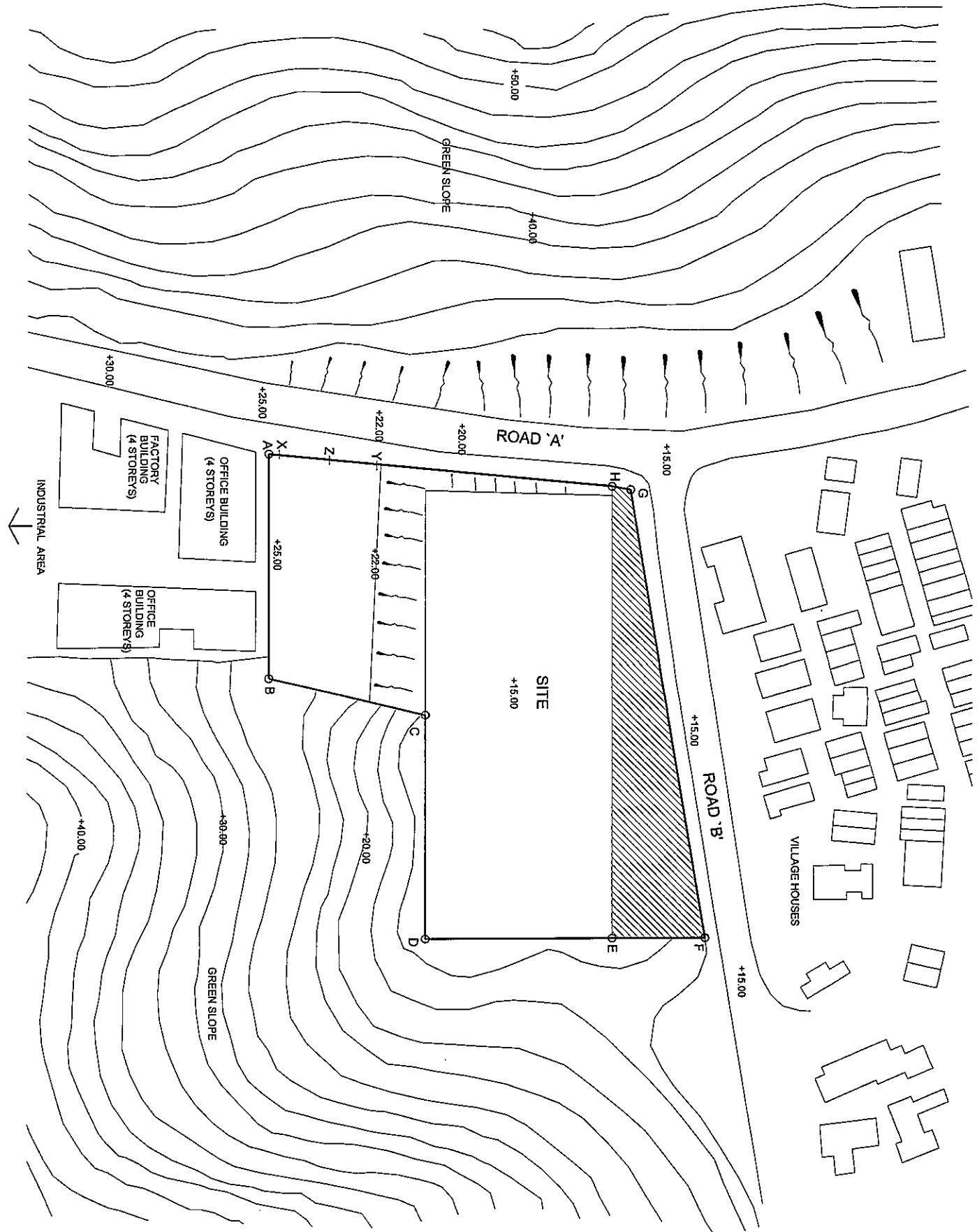
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- 4.1 **Design Concept Statement** - Provide diagrams, sketches and text to explain design concepts and intentions. Be brief.
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- 4.2 **Master Layout Plan**  
Suggested Scale 1:500
- Show site development (for example, site formation, vehicular and pedestrian access, buildings, roads, paths, utilities, servicing, amenities, landscaping, and the like).
  - Indicate key dimensions (for critical areas only), vehicle turning radii, slope gradients, and the like.
  - Annotate drawings to demonstrate compliance with laws and regulations (for critical areas only).
  - Show relevant features of adjacent sites.
- 
- 4.3 **Plans of Other Levels**  
Suggested Scale 1:500
- Provide plans of podium and other levels as appropriate to explain the design. (Plans to be provided are at architect's discretion)
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- 4.4 **Master Section(s)**  
Suggested Scale 1:500
- Show site boundaries, street, site formation levels, sections through buildings.
  - Include annotations, levels, floor to floor heights, and key dimensions.
- 
- 4.5 **Development schedule**  
See Attachment
- Design Data Sheet is to be completed in full.
  - Show that the proposal fully utilizes site development potential and conforms to permissible PR and SC restrictions.  
**MANDATORY**
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## 5 Presentation

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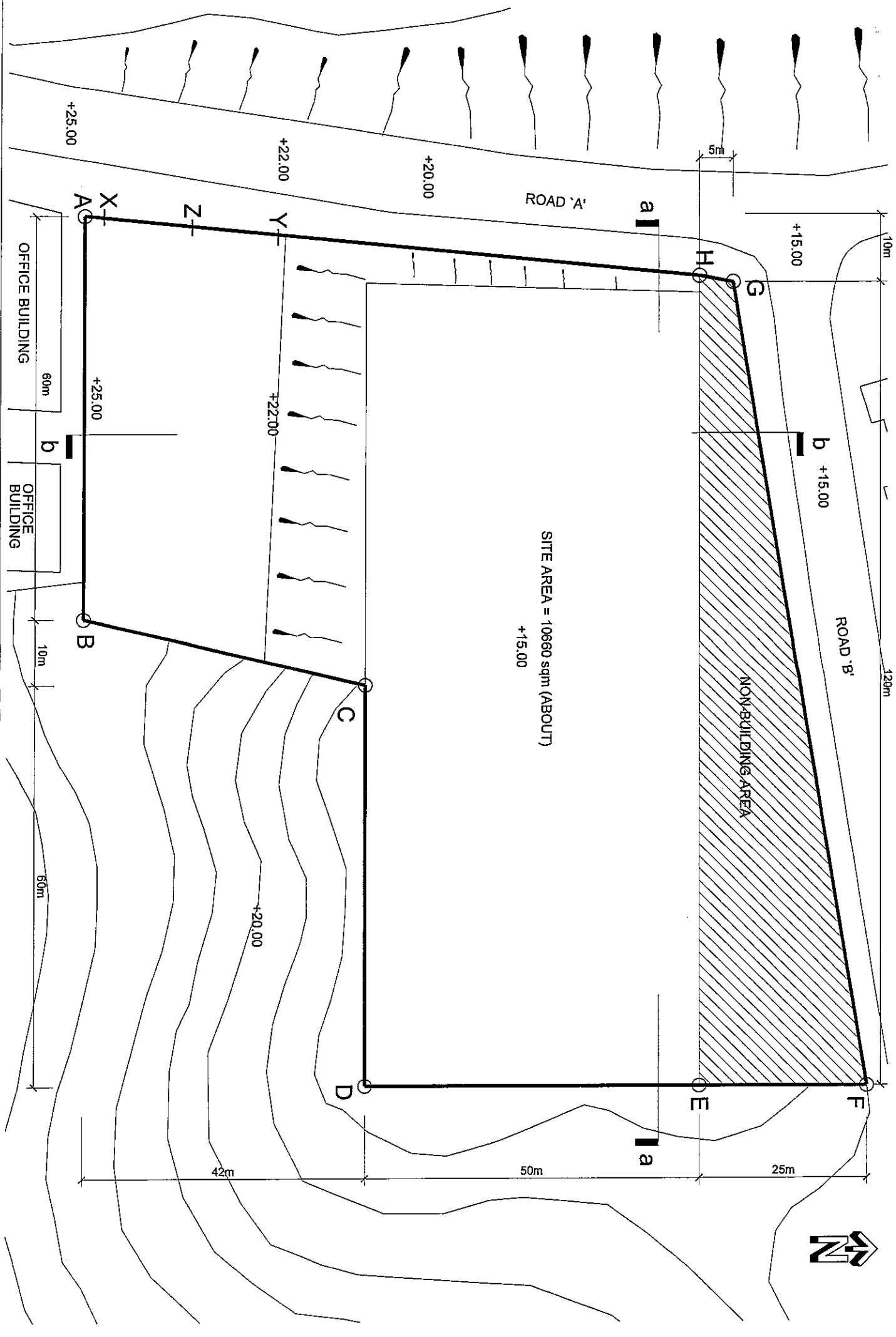
- Format - A3 paper, plain and tracing, are provided.
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- Presentation
- Black ink line drawings are preferred.
  - Use of colour is optional.
  - Do NOT use RED.
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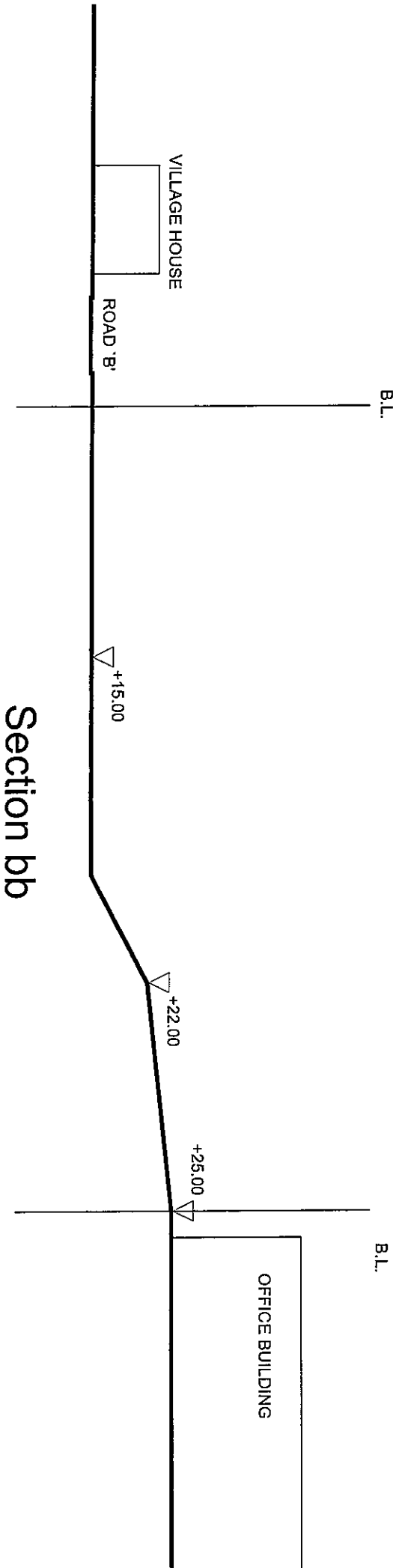
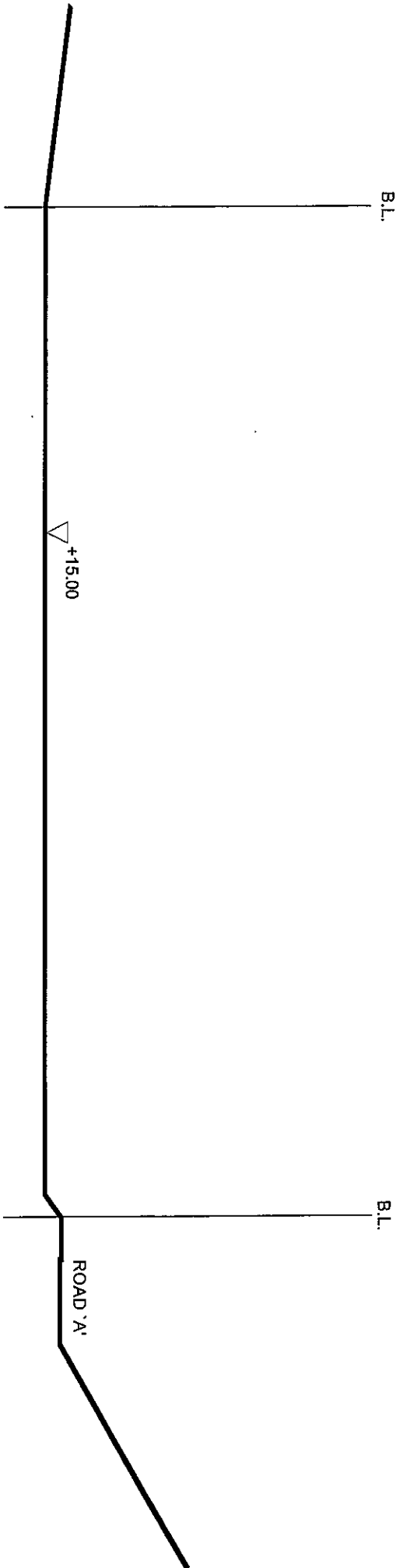


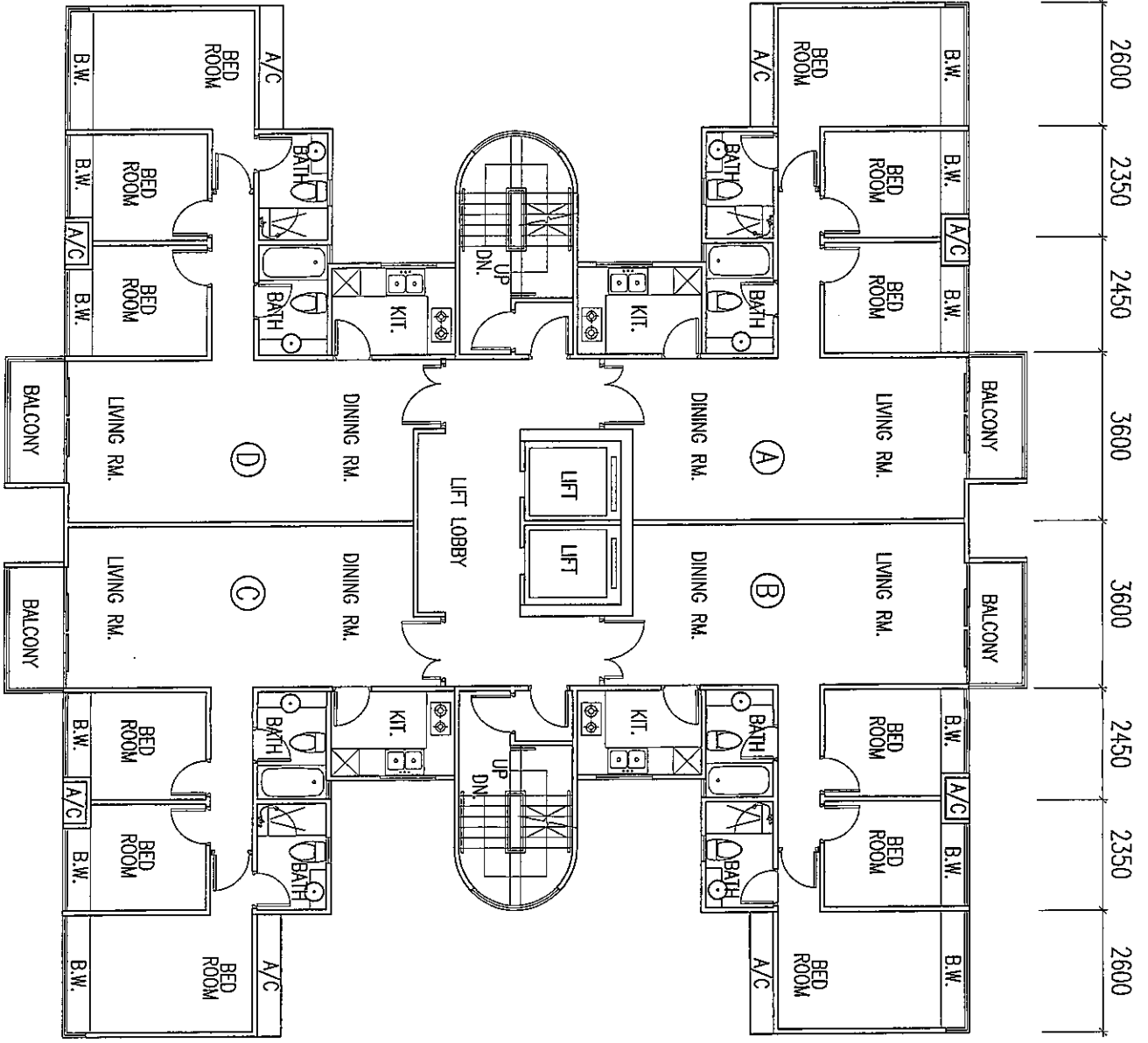
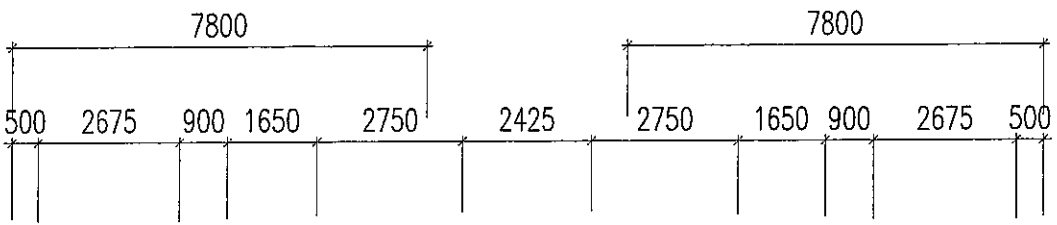
**LEGEND**

 NON-BUILDING AREA  
("Pink hatched black area" in lease conditions)



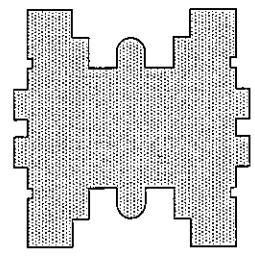






PROTOTYPE A - TYPICAL FLOOR PLAN

(SCALE 1:100)  
G.F.A. per floor = 322 sq.m



PROTOTYPE A  
ROOF PLAN

(SCALE 1:500)

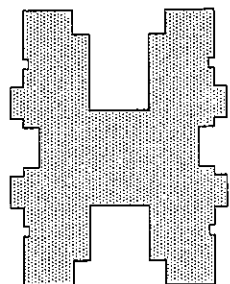
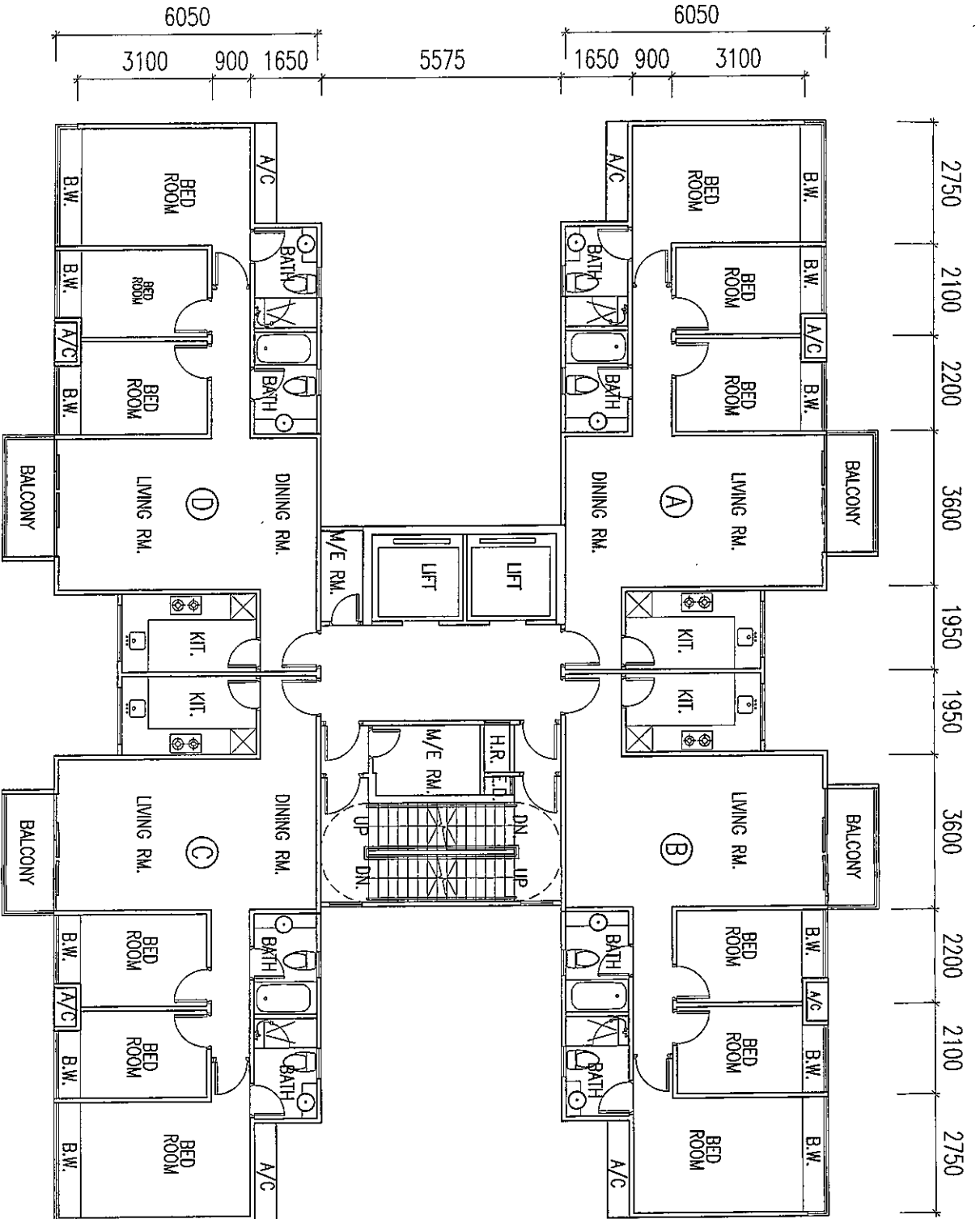




(SCALE 1:100)

G.F.A. per floor = 320 sq.m

**PROTOTYPE B - TYPICAL FLOOR PLAN**



**PROTOTYPE B  
ROOF PLAN**

(SCALE 1:300)

### SPECIAL CONDITIONS

- Possession (1) Subject to payment of the balance of the premium as provided in General Condition Nos. \_\_ 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.
- 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, by laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the day of \_\_\_\_\_. (54 months from the Date of this Agreement)
- User (4) The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for private residential purposes.
- Development conditions (5) Subject to these Conditions:-
- 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 20,800 square metres and shall not exceed 32,000 square metres;
- Height (d) No part of any building or other structure erected or to be erected on the lot together with any addition or fitting (if any) to such building or structure may exceed the height of 90metres above the Hong Kong Principal Datum, provided that :

- (i) machine rooms, air-conditioning units, water tanks, stairhoods and similar roof-top structures may be erected or placed on the roof of the building so as to exceed the above height limit stipulated in this sub-clause (d); and
  - (ii) The Director at his sole discretion may in calculating the height of a building or structure exclude any structure or floor space referred to in special Condition No.50(b)(i)(II) hereof; and
- Design and disposition (e) the design and disposition of any building or buildings erected or to be erected on the lot shall be subject to the approval in writing of the Director and no building works (other than the demolition works as referred to in special Condition No.(2) hereof 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 Building Ordinance and any amending legislation.
- Non-building area (6) Except with prior written consent of the Director, no building or structure or support for any building or structure may be erected or constructed on, over, under, above, below or within the area shown coloured pink hatched black on Plan 1 annexed hereto (hereinafter referred to as the “Pink Hatched Black Area”) except boundary walls or fences or both above ground level. The decision of the Director shall be final and binding on the Grantee.
- Not used (7)
- Not used (8)
- Not used (9)
- Provision of sales office and show flats (10) Notwithstanding the user restriction permitted under Special Condition No.(4) hereof and the maximum gross floor area permitted under Special Condition No. 6(c) hereof, the Purchaser may use part or parts of the building or buildings erected or to be erected on the lot in accordance with these Conditions and erect on part or parts of the lot separate temporary structures for the purpose of a sales office and show flats and related marketing activities to facilitate the sale of the building or buildings or any part or parts thereof erected or to be erected on the lot in accordance with these Conditions, provided that the scale and period of operation of such sales office and show flats and related marketing activities shall be subject to the prior written approval of the Director and such other terms and conditions as the Director shall in his absolute discretion see fit to impose.
- Open Space (11) The purchaser shall at his own expense and to the satisfaction of the Director provide within the lot area of open space of not less than 900 square metres. The said open space shall not be used for any purpose other than recreational purposes for the proper use and enjoyment of the lot by the residents of the building or buildings erected or to be erected on the lot and their bona fide guests or visitors and shall be designated as and shall form part of the Common Areas referred to in Special Condition No.21(a)(v). The said open space shall be located, formed, serviced, landscaped, planted, treated and provided with such equipment and facilities as the Director may require and in all respects to his satisfaction.

Recreational  
facilities

(12) (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 the total gross floor area stipulated in Special Condition No.5(c) 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 within 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 calculations pursuant to sub-clause (c) of this Special Condition :

- (i) such part of the Facilities shall be designated as and shall form part of the Common Area referred to in Special Condition No.(21)(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.

Preservation of  
trees

(13) No tree growing on the lot or adjacent thereto shall be 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

(14) 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 thereafter maintain and keep the same in a clean, neat, tidy and healthy condition all to the satisfaction of the Director.

Office  
accommodation  
for watchmen and  
caretakers

(15) (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.

(b) For the purpose of calculating (i) the total gross floor area stipulated in Special Condition No. (5)(c) 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) 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. (21)(a)(v) hereof.

Quarters for  
watchmen and  
caretakers

(16) (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.

(b) For the purpose of calculating (i) the total gross floor area stipulated in Special Condition No. (5) 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. (21)(a)(v) hereof.

Owners'  
Corporation /  
Owners'  
Committee office

(17) (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 the total gross floor area stipulated in sub-clause (c) of Special Condition No. (5) 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. (21)(a)(v) hereof

Not used (18)

No exempt building (19) No building shall be erected on the lot of a type which by virtue of the Building Ordinance (Application to the New Territories) Ordinance and any regulations made thereunder is exempted from the provisions of the Buildings Ordinance and any regulations made thereunder.

Not used (20)

Deed of Mutual Covenant incorporating Management Agreement (if any) (21) (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 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

(22) 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

(23) The Purchaser shall not, without prior consent of the Director, partition (whether by way of assignment or other disposal or by any other means) the lot or any part thereof or any section which has been partitioned with the prior written consent of the Director under this Special Condition.

Residential parking Spaces

(24) (a) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles at the rate of one space for every 3 residential units in the buildings or buildings to be erected on the lot (hereinafter referred to as "the Residential Parking Spaces"). 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. The Residential Parking 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.

Visitors' parking spaces

(b) In addition to the Residential Parking Spaces provided under sub-clause (a) of this Special Condition, spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles at the rate of 5 spaces for every residential block erected or to be erected on the lot. Each of the spaces so provided shall occupy an area of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres. The spaces so provided 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

(c) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles at the rate of 10 per cent of the total number of parking spaces provided under sub-clause (a) and (b) 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. Each of the spaces Each of the spaces so provided shall occupy an area of 1.0 metres in width and 2.4 metres in length. With a minimum headroom of 2.3 metres. Such spaces shall not be used for any purpose other than for the parking of motor cycles 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.

Loading and  
unloading spaces

(d) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of motor vehicles at the rate of one space for every residential block or one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot, whichever rate provided shall have a minimum measurement of 3.5 metres x 11.0 metres with a minimum headroom of 4.1 metres and shall not be used for any purpose other than for the loading and unloading of motor vehicles. The spaces so provided shall be laid out in such a manner that on entering or leaving the lot, there shall be no reversing movement of vehicles from or onto the road abutting the lot.

Refuse collection  
vehicle spaces

(e) One space shall be provided within the lot to the satisfaction of the Director for the loading and unloading of refuse collection vehicles. The space so provided shall have a minimum measurement of 12.0 metres x 5.0 metres with minimum headroom of 3.8 metres and 4.5 metres for vehicular access and loading operation respectively and shall not be used for any purpose other than for the loading and unloading of refuse collection vehicles. The spaces so provided shall be laid out in such a manner that on entering or leaving the lot, there shall be no reversing movement of vehicles from or onto the road abutting the lot.

Flexibility in  
parking provision

(f) Notwithstanding sub-clause (a) and (b) of this Special Condition, the Purchaser may increase or reduce the required number of each type of spaces to be provided on the lot in accordance with the said sub-clauses by not more than 5 percent of the respective number calculated in accordance with the said sub-clause or 50 in number whichever is the less, for the parking of the said motor vehicles.

Parking spaces  
excluded from  
gross floor area  
calculation

(g) For the purpose of calculating the total gross floor area referred to in Special Condition No. (5)(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 in accordance with this Special Condition.

Allocation of  
undivided shares  
to the Car Park  
Common Areas

(25) Prior to any assignment or disposal of any undivided share allocated to the Residential 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, including but not restricted to the lifts,



landings, loading and unloading spaces, spaces for the picking up and setting down of passengers 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.

Deposit of car  
park layout plan

(26) A plan approved by the Director indicating the layout of the Residential Parking Spaces and the other parking, loading and unloading spaces to be provided within the lot in accordance Special Condition No.(24) hereof and the Car Park Common Areas referred to Special Condition (25) hereof, 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 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 other parking, loading and unloading 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 Special Condition (24) and (25) hereof. The Purchaser shall maintain the Residential Parking Spaces, the other parking, loading and unloading 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.

Not used

(27)

Vehicular access

(28) (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 development 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

(29) The Purchaser shall not cut away, remove or set back any Government land adjacent to or adjoining the lot or carry out any building-up, filling-in or any slope treatment works of any kind whatsoever on any Government land except 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

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

(b) Nothing in sub-clause (a) of this Special Condition shall prejudice the 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

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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 (31) No rock crushing plant shall be permitted on the lot without the prior written approval of the Director.
- Anchor maintenance (32) Where prestressed ground anchors have been installed, upon development or redevelopment of the lot or any part thereof the Purchaser shall at his own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors throughout their service life to the satisfaction of the Director and shall supply to the Director such reports and information on all such 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 (33) (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) (34) No earth, debris, spoil of whatsoever nature or building materials shall be dumped on any Government land.
- Utility services (35) 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.

(36) (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.

Damage to public roads

(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)

(37) 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

(38) 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.

(39) (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

(40) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and

- and sewers 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 (41) 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 (42) 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.
- Salt water for flushing purpose (43) A salt water supply from Government mains will be given for flushing purposes, and the Purchaser will be required to accept this supply and to install plumbing capable of withstanding the corrosive effect of salt water. If a salt water supply is not available when required, a temporary mains fresh water supply will be provided for flushing purposes. The temporary mains fresh water supply if required, and the ultimate salt water supply, will be given on the usual terms and subject to the provisions of the Waterworks Ordinance or any enactment amending or replacing it.
- Restriction on use of water supply (44) 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 (45) (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 (46) 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

(47) 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

(48) 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

(49) 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

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.

Definitions of gross floor area and site coverage

(50) (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 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. (12), (15), (16), (17), and (24) 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 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 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;

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 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.

Candidates Number :

Room Number :

Seat Number :

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**Design Data Sheet - to be submitted with Examination Paper**

Development Schedule	
Site Area	10,660 sm (about)
Zoning	Residential (A)

		<i>Permitted / Required</i>	<i>Provided</i>	<i>Remarks (if any)</i>
1.1	Total Domestic GFA			
1.2	Plot Ratio			
1.3	Site Coverage			
1.4	Building Height			
1.5	Number of Storeys			
1.6	Number of Carpark(s)			
1.7	Number of Lay-by(s)			
1.8	Number of Loading and Unloading Bay(s)			
1.9	Open Space Provisions			

HKIA/ARB Professional Assessment 2005	Paper 6 SITE DESIGN	Attachment 7 Design Data Sheet
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