BSD APC Series 2011 – Building/Lease/Planning Control

Mr Vincent Ho

2 September 2011

What is involved in Building Works Control ?

- Authorities
- Legislations
- Approval & Consent Procedures

Authorities involved in Building Works Control

Legislation

- Buildings Ordinance & allied Regulations
- Fire Services Ordinance
- Town Planning Ordinance
- Antiquities and Monuments Ordinance
- Mass Transit Railway (Land Resumption and Related Provisions) Ordinance
- Fire Safety (Commercial Premises) Ordinance
- Fire Safety (Buildings) Ordinance
- Roads (Works, Use and Compensation) Ordinance

Legislation

- Places of Public Entertainment Ordinance
- Hotel and Guesthouse Accommodation Ordinance
- Factories and Industrial Undertaking Ordinance
- Public Health and Municipal Services Ordinance
- Child Care Services Ordinance
- Education Ordinance
- Clubs (Safety of Premises) Ordinance
- Disability Discrimination Ordinance
- ……

Buildings Ordinance ("BO")

- Buildings Ordinance is the "Basic Law" controlling the building works
- Building Regulations lay down technical requirements

Building Regulations

- Building (Administration) Regs
- Building (Construction) Regs
- Building (Demolition Works) Regs
- Building (Planning) Regs
- Building (Private Streets & Access Roads) Regs
- Building (Refuse Storage Chambers and Chutes) Regs

Building Regulations

- Building (Standards of Sanitary Fitments, Plumbing, Drainage Works & Latrines) Regs
- Building (Ventilating Systems) Regs
- Building (Oil Storage Installations) Regs
- Building (Energy Efficiency) Regs ("OTTV")
- Building (Appeal) Regs
- Technical Memorandum for Supervision Plans

Objective of Buildings Ordinance (BO) CAP123.

- See long title of BO
- BO – Objectives
  - To provide for the planning, design and construction of buildings and associated works
  - To make provision for the rendering safe of dangerous buildings and land ; and
  - To make provision for matters connected therewith.

Main Concern under B.O.

- Density
- Safety
- Health & Environment
- Disability – Barrier Free Access

Main Concern under B.O.

Related Issues under other Legislations

- Outline Zoning Plan under TPO
- Airport Height Restriction
- Railway Protection – MTR
- …….

Key Issues

- Building Control Framework
- Exemption from Buildings Ordinance
- Exempted Building Works
- Exemption/Modification Application
- Priority Status
- Application for Approval of Plans
- Application of Consent for Commencement of Works
- Fast Track Processing System
- Concurrent Approval and Consent Application
- Construction Stage
- Report Completion

Authorized Person (AP)

Duty of AP under B.O. 4(3)

(a)Supervise the carrying out of the building works or street works, as the case may be, in accordance with the supervision plan;

(b)notify the Building Authority of any contravention of the regulations which would result from the carrying out of any work shown in any plan approved by the Building Authority in respect of the building works or street works; and

(c)Comply generally with this Ordinance

When RSE and/or RGE is required ?

Plans to be signed by RSE/RGE (B(A)R 12)

All foundation plans, structural details and calculations shall be prepared and signed by a Registered Structural Engineer (RSE)

All geotechnical plans, geotechnical assessment, geotechnical details and calculations, geotechnical reports, site investigation reports or ground investigation reports shall be prepared and signed by a Registered Geotechnical Engineer (RGE)

Division of Responsibilities between AP, RSE and RGE (PNAP APP 141)

Can AP take up structural design ?

B(A) R 12 (3) & (4)

(3) In the case of building works to which paragraph (4) applies, all foundation plans, structural details and calculations required under regulation 8(1)(d) and (i) may be prepared and signed by an authorized person…….

(4) Paragraph (3) applies to any building works where –

a) The height of the construction does not exceed 10m;

b) The span of any structural element of the construction does not exceed 6m ;

c) The structural elements are constructed of timber, masonry, steel, plain concrete or reinforced concrete;

d) The foundations of the construction are of the spread footing type with a ground bearing pressure not exceeding 300kpa and founded at not more than 2 m below existing ground level; and

e) There is no structural alteration to any existing structural elements designed by a registered structural engineer

Penalty of AP / RSE / RGE

- Disciplinary action (see BO s.13(4)
- Criminal offence (see BO s.40)

Building Control Framework

- Under BO s.14

  - *no person can commence or carry out any building works or street works without the prior approval & consent of Building Authority*

- Under BO s. 4(1)

  - *appoint AP as the coordinator & RSE as structural advisor*

Grounds for Disapproval

s.16

1) The Building Authority **may** refuse to give his approval of any plans of building works where-

(a) the plans are not such as are prescribed ;

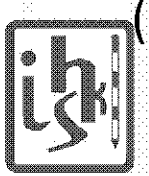
(b) the plans are not endorsed with or accompanied by a certificate from the Director of Fire Services

(*c*) he has not received application for their approval in the specified form

(d) the carrying out of the building works … would contravene the provisions of this Ordinance or of any other enactment, or would contravene any approved or draft plan prepared under the Town Planning Ordinance (Cap 131);

(da) the building works are within a CDA … and the works contravene a master lay-out plan approved by the Town Planning Board …

(e) he has not received such other documents as are prescribed by regulations;



Grounds for Disapproval

s.16

(f) such fees as are prescribed …;

(g) … the building works … would result in a building differing in height, design, type or intended use from buildings in the immediate neighbourhood or previously existing on the same site;

(h) the construction … of any means of access …, to or from any street, …;

(i) … to have further particulars of such plans or of the building works … ;

…(q)

Conditions for Approval or Consent

s.17

(1) Where an application is made to the Building Authority … , he may take such action by way of imposing conditions and requirements by orders in writing, and refusing his approval of plans or his consent ….

Building (Admin.) Regulations

B(A)R 29

…, application for approval of plans … shall be made in the specified form and shall be accompanied by such documents as are required under these regulations.

Building (Admin.) Regulations

B(A)R 30

(1) The approval of the Building Authority … shall be signified by-

(a) notice in writing …

(b) the stamping, signing and dating of one copy of such plans, …

(2) The Building Authority may, upon application therefor, give separate approval for any one or more of the plans submitted.

(3) For the purposes of section 15 of the Ordinance, the period after which the Building Authority shall be deemed to have given his approval of plans submitted to him shall be-

(a) … plans … submitted for the first time …, 60 days … ;

(b) … plans … previously submitted … constitute, …, a major revision …, 60 days …;

(c) … other plans … previously submitted …, are submitted … for approval, 30 days …

Building (Admin.) Regulations

B(A)R 31

…, any application for the consent … shown on any approved plans shall be made in the specified form.

B(A)R 32

(1) The consent of the Building Authority … shall be signified by notice in writing served on the person applying therefor.

(2) The Building Authority may give his consent to the commencement of any part of any building works the plans of which have been approved.

(3) The period … in connexion with consent being deemed to have been given shall be 28 days.

Building (Admin.) Regulations

B(A)R 33

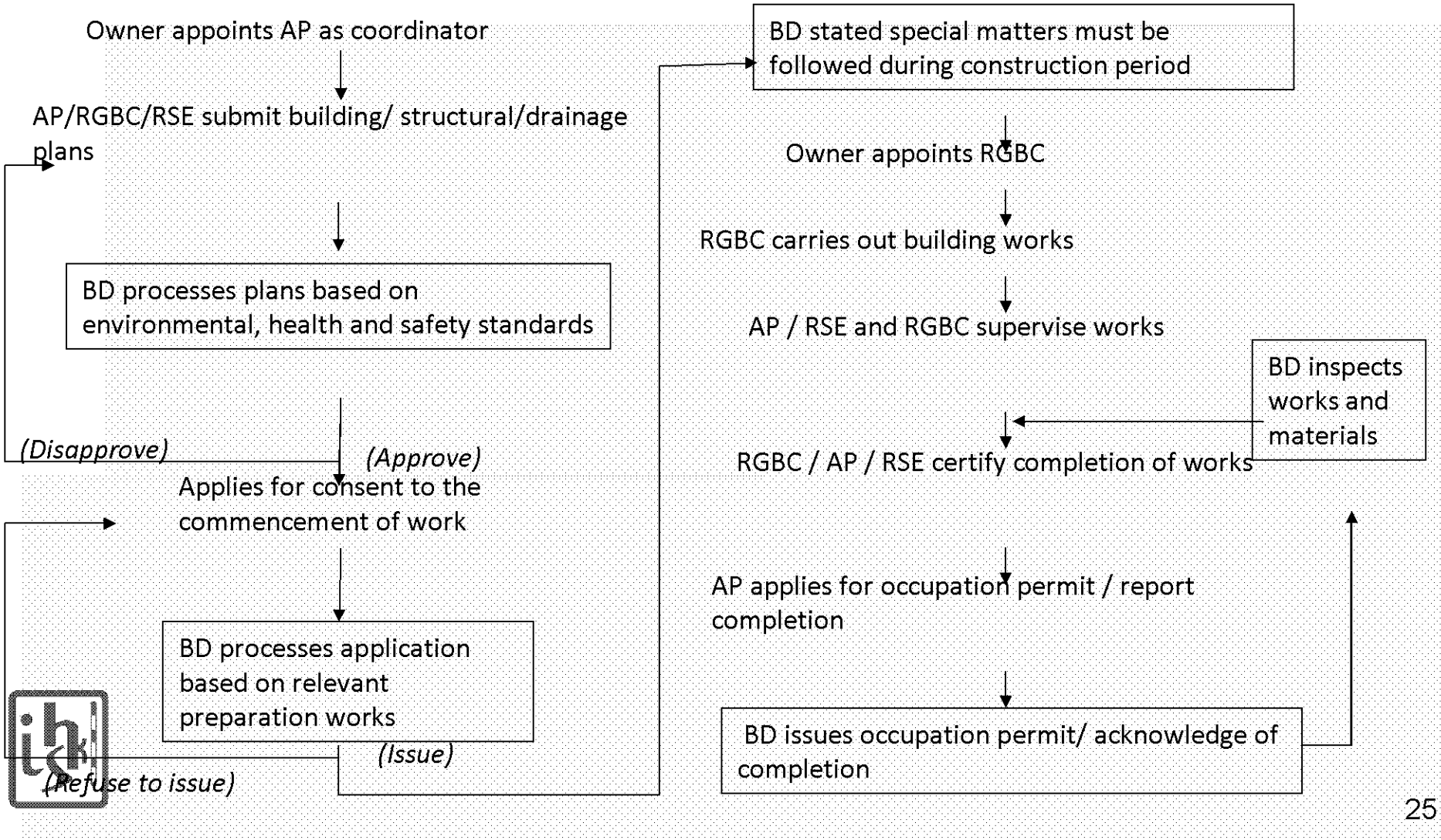
(1) … to alter or add to any building works … for the commencement of which consent has been given, application shall be made in writing to the Building Authority and shall be accompanied by-

(a) plans showing the alterations or additions; and

(b) the notice of consent given …

Approval and Consent Procedure

Flow Chart



Building (Admin.) Regulations

Frequently Used Forms

BA Form 4 - Notice of appointment of authorized person and/or registered structural engineer and/or registered geotechnical engineer

BA Form 5 - Application for approval of plans of building works and/or street works, and certificate of preparation of plans

BA Form 6 - Stability certificate of authorized person and/or registered structural engineer

BA Form 8 - Application for consent to the commencement & carrying out of building works or street works

BA Form 10 - Notice of appointment of registered contractor, notice of commencement of building works or street works and undertaking by registered contractor

Building (Admin.) Regulations

Frequently Used Forms

BA Form 13 - Certificate on completion of building works resulting in a new building and application for permit to occupy such building

BA Form 14 - Certificate on completion of building works not resulting in a new building or of street works

BA Form 14A - Certificate on completion of demolition works

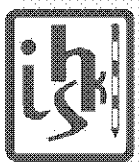
Building (Planning) Regulations

Class of Site & Street

B(P)R 18A

(1) "class A site" (甲類地盤) means a site, not being a class B site or class C site, that abuts on one specified street not less than 4.5 m wide or on more than one such street;
"class B site" (乙類地盤) means, subject to paragraph (2), a corner site that abuts on 2 specified streets neither of which is less than 4.5 m wide;
"class C site" (丙類地盤) means, subject to paragraph (2), a corner site that abuts on 3 specified streets none of which is less than 4.5 m wide.

(2) (a) a corner site shall not be regarded as abutting on 2 specified streets unless at least 40 per cent of the boundary of the site abuts on the streets; and
(b) a corner site shall not be regarded as abutting on 3 specified streets unless at least 60 per cent of the boundary of the site abuts on the streets.



Building (Planning) Regulations

(3) A street is to be regarded as a specified street—

(a) if there exists, with respect to the street, any of the following circumstances—

(i) the street is vested in the Government and is maintained by the Highways Department;

(ii) the street is a private street on land held under the same Government lease as the site and under the terms of the lease the lessee has to surrender (when required to do so) the land on which the street is situated to the Government;

(iii) the street is a street required to be constructed on unleased Government land by the lessee of the Government lease under which the site is held pursuant to the terms of that lease;

Building (Planning) Regulations

(iv) the street is on land over which the owner of the site is expressly granted, by or by virtue of an instrument, a right of way exercisable at all times;

(v) the street is on land held under a Government lease by the owner of the site; or

(b) if—

(i) one or more of the circumstances mentioned in subparagraph (a)(i), (ii), (iii), (iv) and (v) exist with respect to different parts of the street; and

(ii) those parts together constitute the street.

Building (Planning) Regulations

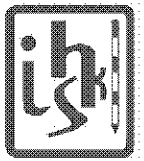
Plot Ratio & Site Coverage

B(P)R 19

The maximum site coverage permitted … on a class A site, class B site or class C site shall be determined in accordance with regulation 20.

(2) The maximum plot ratio permitted … on a class A site, class B site or class C site shall be determined in accordance with regulation 21.

(3) The height of a building or buildings on a site that is not a class A site, class B site or class C site, and the maximum site coverage and maximum plot ratio permitted …, shall be determined by the Building Authority.



Building (Planning) Regulations

Building (Planning) Regulations

Determination of Permitted Site Coverage and Plot Ratio

B(P)R20&21

<Refer to First Schedule of B(P)R>

Building (Planning) Regulations

Permitted Site Coverage and Plot Ratio may be exceeded in certain cases

B(P)R22

(1) … dedicated to the public for the purposes of passage

(2) … part of a lot, … abuts on a street, is acquired by the Government, …, for the purpose of street widening, …

Building (Planning) Regulations

Height of storeys

B(P)R24

(1) Every room used for an office or for habitation … shall have a height of not less than 2.5 m measured from floor to ceiling:
Provided … not less than 2.3 m from the floor to the underside of any beam.

(2) … a sloping ceiling, the height shall be measured to the mean height of such ceiling above floor level:
Provided that no portion of any room shall have a height of less than 2 m.

Building (Planning) Regulations

Open Space for Domestic Buildings

B(P)R25

(1) (a) Every domestic building … shall have within the site an open space at the rear, or partly at the rear and partly at the side, … accordance with the Second Schedule:

(b) … no part of the building which bounds on such open space … shall be within 1.5 m, … from a point in the boundary of the open space immediately opposite

(2) No part of any domestic building shall be erected within 1.5 m of the rear boundary of the site.

Building (Planning) Regulations

Set Back of New Building on street less than 4.5 m

B(P)R26

Where the width of an existing street in front of any new building is less than 4.5 m, no part of such building shall be nearer to the centre line of the street than 2.25 m.

Building (Planning) Regulations

Service Lane for Domestic Building

B(P)R28

(1) … every domestic building shall be provided with a service lane at the rear or side of such building:
Provided that a service lane shall not be required-

(a) where a public lane not less than 3 m wide or a street already exists;

(b) for detached and semi-detached buildings;

(c) where exempted by the Building Authority.

Building (Planning) Regulations

Lighting and Ventilation

B(P)R29

Every storey of every building used or intended to be used for the purpose of an office or for habitation shall be provided with effectual means of lighting and ventilation.

Building (Planning) Regulations

B(P)R30

(1) Room used for habitation or for … of an office or as a kitchen shall be provided with natural lighting and ventilation.

(2) Such natural lighting and ventilation shall be provided by means of one or more windows which shall be-

(a) so constructed that-

(i) the aggregate superficial area of glass in the window or windows is not less than one-tenth of the area of the floor of the room; and

(ii) the windows can, to an extent at least equal in the aggregate to one-sixteenth of the area of the floor of the room, be opened in such manner that the top of the opening of each window is at least 2 m above the level of the floor

(b) such that not less than the area required … (the prescribed window) faces directly into the external air.

Building (Planning) Regulations

B(P)R31

(1) No prescribed window shall, for the purposes of regulation 30, be deemed to face into the external air unless-

(a) it faces into a street which is not less than 4.5 m wide; or

(b) it faces into a space uncovered and unobstructed above the area delineated by the rectangular horizontal plane; and

(c) …

(d) …

(2) The rectangular horizontal plane shall be such that-

(a) it has an area of not less than 21 m^2; and

(b) the minimum length of the base is not less than 2.3 m; and

(c)… or

Building (Planning) Regulations

(d) … ; or

(e) …

(3) For the purposes of this regulation-

(b) the sill of a prescribed window shall be deemed to be at a level 1 m above the level of the floor of the room for which the prescribed window is provided, whether or not the sill is at such level.

Building (Planning) Regulations

Restriction on Distance of Prescribed Window

B(P)R32

No part of any room used for habitation shall be more than 9 m, …, from a prescribed window ….

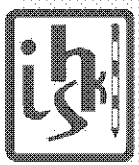
Building (Planning) Regulations

Means of Escape

B(P)R41

(1) Every building shall be provided with such means of escape in case of emergency as may be required by the intended use of the building.

(2) Without prejudice to paragraph (1), every building which exceeds 6 storeys in height or in which the level of the floor of the uppermost storey is more than 17 m above the level of the ground at the point of discharge of the main staircase shall, in addition to the main staircase, be provided with a second staircase as means of escape in case of emergency. (L.N. 294 of 1976)



Building (Planning) Regulations

Access Staircase for Firemen

B(P)R41A

(1) …, every building that exceeds 1 storey … shall be provided with an adequate number of staircases, … to allow firemen safe and unobstructed access to all floors of the building in the event of a fire ("access staircases").

(2)….

(3) ….

(4) This regulation does not apply to a building not exceeding 3 main storeys in height that is used or intended to be used solely for domestic purposes and constituting a single household unit.

Building (Planning) Regulations

Fireman's Lifts

B(P)R41B

(1) …, every building exceeding 2 storeys in height shall be provided with at least such number of lifts designed and installed to be used by firemen in the event of a fire ("fireman's lift") as will ensure that no part of the floors that they serve are more than 60 m from such a lift.

(4) This regulation does not apply to-

(a) a building-

(i) provided with only 1 staircase;

(ii) not exceeding 6 storeys ; and

(iii) … the floor of the uppermost storey is not more than 17 m …;

(b) a domestic building not exceeding a height of 30 m;

(c) …

Building (Planning) Regulations

Emergency Vehicular Access

B(P)R41D

<MOA Code>

Exemption from Buildings Ordinance (BO s.41)

- Buildings belonging to the HKSAR Government
- Buildings upon the Housing Authority's control & management
- Buildings belonging to the Central People's Government
- Streets & access road maintained by the HKSAR Government

Exempted Building Works

- **BO s.41**
- (3) Building works (other than drainage works, ground investigation in the scheduled areas, site formation works or minor works) in any building are exempt from sections 4, 9, 9AA, 14(1) and 21 if the works do not involve the structure of the building.
  (3B) Designated exempted works that are prescribed in the regulations are exempt from sections 4, 9, 9AA, 14(1) and 21.
- (3C) Drainage works (other than minor works) in any building are exempt from sections 4, 9 and 14(1) if the works do not involve—
- (a) the structure of the building;
  (b) any drain or sewer into ….. intended to discharge, any trade effluent, chemical refuse, waste steam, petroleum spirit, carbide of calcium, acid, grease or oil;
  (c) altering any manhole ….. connected with a public sewer;

- (d) altering any septic tank or cesspool;
  (e) making a direct or indirect connection ….. to a septic tank or cesspool; or
  (f) underground drainage works in a scheduled area ….. number 3 …..
- (3D) Nothing in subsections (3), (3B) and (3C) permits any building works or drainage works to be carried out in contravention of any regulations.

Exemption/Modification Applications

- Section 42 of the Buildings Ordinance
- Form BA16 for Exemption / Modification Applications

Priority Status

- Be granted under the project will be beneficial to public interest i.e. Hospital, Public Utilities
- PNAP ADM-4 – Priority
  - (a) (i) Urgently required public utility and institutional buildings
    (ii) Hong Kong Housing Society Projects
  - (b) Projects on lands owned by the Hong Kong Science and Technology Parks Corporation i.e. Tai Po Industrial Estate
  - (c) Any project submitted for or on behalf of the Urban Renewal Authority (URA) by a wholly owned subsidiary company or a joint venture consortium of which the URA is a partner
  - (d) Projects that are likely to significantly contribute to the economic growth of Hong Kong
- Examples: SARS Wards

Fast Track Proccesing System (PNAP ADM-19)

- Concurrent Applications for Approval and Consent for A&A Works, drainage works, curtain wall works and cladding works – subject to certain criteria
- (Fast Track Processing plans submission within **60-days** period)

- Concurrent Applications for Approval and Consent for Minor A&A works – not involving structural works / not affecting fundamental issues & not requiring referral to other Depts (except FSD)
- (Fast Track Processing plans submission within **30-days** period)

- Concurrent Applications for Approval and Consent for Two-storey warehouse – subject to certain criteria
- (Fast Track Processing plans submission within **45-days** period)

Fast Track Processing of Plans for Signboard (PNAP APP-126)

- Concurrent Applications for Approval and Consent for Plans for Signboard
- (Fast Track Processing plans submission within **30-days** period)

Modification and Exemption

- What are the common modification items ?
- What are the common exemption ?
- Relationship for modifications under the BO and under a government lease

Site Supervision

What is the content of
site supervision plans ?

(TCP? To be appointed?)

Development Potential

- How to determine development potential of a site ?
- What documents or government departments need to be consulted ?
- What is the “Site Classifications” under the BO ? Differentiate the different classes of site ?
- For a B(P)R 19(2) case, how to advise your client the development potential ?

Change in Use

- BO s. 25
  - One month's notice to the Building Authority (BA)
  - BA's opinion - not suitable, BA may by order in writing served on the owner or occupier-

(a) within 1 month of the receipt of a notice prohibit such intended use; or

(b) require the owner or occupier to discontinue such present use of the building within 1 month from the service of the order

  - The use of a building shall be deemed to be materially changed-

1. Building works for the erection of a building intended for such use would have contravened the provisions of BO; or
2. Building Authority could have refused to give approval to plans of such building works under section 16(1)(g).

Scheduled Area

1. Mid-levels area
2. North-western N.T. (Yuen Long)
3. Railway protection areas
4. Ma On Shan area
5. Sewage tunnel protection areas

G.I. Works

- Do G.I. works require B.D. prior approval & consent ?
- What is the implication if a G.I. works is carried out without notice to BD ?

Statutory Orders

- Name the statutory orders. Who have the authority to issue the orders ?
- Statutory Orders :
  - S23 – cease work
  - S24 – demolition, removal or alteration of bldg/works
  - S24(A) – cease or remedy dangerous works
  - S26 – dangerous bldg
  - S27 – closure order
  - S27(A) – dangerous hillside
  - S27(B) – danger to buildings caused by abstraction of groundwater from wells
  - S27(C) – water pipes, drains or sewer in slopes
  - S28(A) – ground water drainage works in scheduled area

Emergency Works

- BO s.19
  - Works may be commenced without obtaining the BA's consent.

(a) any accident or emergency renders it necessary to shore up, underpin, demolish or otherwise make safe any existing building, or any natural, formed or man-made land, or to carry out any street works immediately; and

(b) notice in the specified form of such work and of the accident or emergency which necessitated the same is given to the BA

  - The AP is required to give to the BA as soon as practicable after the urgent work arises notice of-

(a) any material deviation from the supervision plan;
(b) the urgent work;
(c) a revised supervision plan;
(d) any further amendments to any supervision plan arising out of the urgent work.

Minor Works

Building (Minor Works) Regulations

Part B – Lease Control

- A form of contract
- Grantor and Grantee Relationship
- Freehold vs Leasehold

Typical Lease Conditions

- Lease Term
- Permitted Use
- Maximum building heights
- Minimum and maximum gross floor area
- Maximum permitted site coverage
- The period required for construction, building covenant
- Master Layout Plan
- Design, disposition and height limitation

- Car parking, loading and unloading requirements
- Vehicular ingress and egress
- Landscaping and environmental requirements
- Recreational facilities
- Non-alienation clause
- Certificate of Compliance (CC)

Form of Land Grant

- Auction
- Tender
- Land Exchange
- Private Treaty Grant (PTG)

Old Lease

Vs

New Lease

6.9.17

This Indenture, made the eighteenth day of February One thousand Nine hundred and Nineteen **Between** Our Sovereign Lord GEORGE V by the Grace of GOD King of the United Kingdom of GREAT BRITAIN and IRELAND and of the BRITISH Dominions beyond the Seas, Defender of the Faith, Emperor of INDIA, of the one part, and Tsang Yan Tau and Tsang Sze Yau both of Shaukiwan in the Colony of Hong Kong Traders (hereinafter referred to as 'the said Lessees')

Exh. of the other part. **Wherens** ~~Sir~~ His Excellency the Honourable Mr. Claud Severn Companion of the Most Distinguished Order of Saint Michael and Saint George is now the duly constituted and appointed ~~Governor~~ officer Administering the Government and Commander-in-Chief of the said Colony of Hongkong and its Dependencies; and is duly authorized to enter into these presents in the name and on behalf of His said Majesty; **Now This Indenture witnesseth,** that in consideration of the sum of One thousand and three hundred dollars

Exh.

current money of the said Colony of Hongkong, paid into the Treasury of the said Colony for the use of His said Majesty by the said Lessees

(the receipt whereof is hereby acknowledged) and in consideration of the yearly rent, covenants and stipulations hereinafter reserved and contained by and on the part and behalf of the said Lessees their

Executors, Administrators and Assigns, to be paid, done and performed; His said Majesty KING GEORGE **Doth** hereby grant and demise, unto the said Lessees their

DDC
文件編號 DN: SL 406

Executors, Administrators and Assigns, All that piece or parcel of Ground situate, lying and being at Shaukiwan in the Colony of Hong Kong abutting on or towards the North side thereof on Shaukiwan Road and measuring thereon Twenty feet on or towards the South side thereof on a Public Lane and measuring thereon Twenty feet on or towards the East side thereof on Shaukiwan Lot No 397 and measuring thereon Seventy feet and on or towards the West side thereof on Crown Land and Shaukiwan Lot No 57 and measuring thereon Seventy feet which said piece or parcell of ground expressed to be hereby demised contains in the whole by admeasurement One thousand four hundred Square feet and is more particularly delineated on the plan annexed hereto and thereon coloured Red and is registered in the Land Office as Shaukiwan Lot No 406.

And all the easements and appurtenances whatsoever to the said demised premises belonging, or in any-wise appertaining. EXCEPT AND RESERVED unto His said Majesty, His Heirs, Successors and Assigns, all Mines, Minerals, ——— and Quarries of Stone in, under and upon the said premises, and all such Earth, Soil, Marl, Clay, Chalk, Brick-earth, Gravel, Sand, Stone and Stones, and other Earths or Materials, which now are or hereafter during the continuance of this demise, shall be under or upon the said premises, or any part or parts thereof, as His said Majesty, His Heirs, Successors and Assigns may require for the Roads, Public Buildings, or other Public Purposes of the said Colony of Hongkong: with full liberty of Ingress, Egress and Regress, to and for His said Majesty, His Heirs, Successors and Assigns, and His and their Agents, servants and workmen, at reasonable times in the day during the continuance of this demise, with or without horses, carts, carriages and all other necessary things into, upon, from and out of all or any part or parts of the premises hereby expressed to be demised, to view, dig for, convert, and carry away, the said excepted Minerals, Stone, Earths and other things respectively, or any part or parts thereof respectively, thereby doing as little damage as possible to the said Lessees their ———

Executors, Administrators or Assigns; AND ALSO SAVE AND EXCEPT full power to His said Majesty, His Heirs, Successors and Assigns to make and conduct in through and under the said premises, all and any public or common sewers, drains or watercourses. **To have and to hold** the said piece or parcel of ground and premises hereby expressed to be demised, with their and every of their appurtenances, unto the said Lessees as tenants in Common in equal shares their

Executors, Administrators and Assigns, from the Tenth day of August One thousand nine hundred and Three for and during and unto the full end and term of Seventy-five Years from thence next ensuing and fully to be complete and ended; with such right of renewal for one further term of Seventy-five Years as is hereinafter provided. **Yielding** AND PAYING therefor yearly and every year during the said term of seventy-five years the sum of ~~$~~ Ten dollars

in Current Money of the said Colony of Hongkong, by equal half-yearly payments, on the Twenty-fourth day of June and the Twenty-fifth day of December, in every Year, free and clear of and from all Taxes, Rates, Charges, Assessments and Deductions whatsoever, charged upon or in respect of the said premises or any part thereof, the first half-yearly payment of the said Rent becoming ~~or having become~~ due and to be made on the Twenty fourth day of June, One thousand nine hundred and Nineteen **And** the said Lessees

for themselves their Heirs, Executors, Administrators and Assigns doth hereby covenant with His said Majesty, His Heirs, Successors and Assigns by those presents, in manner following, that is to say, that they the said Lessees their

Heirs, Executors, Administrators or Assigns shall and will yearly, and every year, during the said term hereby granted, well and truly pay or cause to be paid to His said Majesty, His Heirs, Successors and Assigns, the said yearly Rent of Ten Dollars

clear of all deductions as aforesaid on the several days and times and in the manner hereinbefore reserved and made payable; AND ALSO that they the said Lessees their

Executors, Administrators and Assigns shall and will during all the said term hereby granted, bear, pay and discharge all taxes, rates, charges and assessments whatsoever, which now are or shall be

hereafter assessed or charged upon, or in respect of the said premises hereby expressed to be demised or any part thereof. AND ALSO that the said Lessees their

Executors, Administrators or Assigns, shall and will, before the expiration of Twenty four Calendar Months of the term hereby granted, at his and their own proper costs and charges, erect, build and completely finish fit for use, in a good, substantial and workmanlike manner and with the best materials of their respective kinds, one or more good substantial and safe brick or stone messuage or tenement, messuages or tenements, upon some part of the ground hereby demised, with proper fences, walls, sewers, drains and all other usual or necessary appurtenances, and shall and will before the expiration of the said Twenty four Calendar Months lay out and expend thereon the Sum of One thousand

dollars at the least, which said messuage or tenement, messuages or tenements, shall be of the same rate of building, elevation, character and description, and shall front and range in a uniform manner with the buildings (if any) immediately adjoining in the same Street, and the whole to be done to the satisfaction of the Surveyor of His said Majesty, His Heirs, Successors or Assigns, (now the Director of Public Works) AND ALSO that the said Lessees their

Executors, Administrators and Assigns, shall and will, from time to time, and at all times hereafter, when, where, and as often as need or occasion shall be and require, at his and their own proper costs and charges, well and sufficiently Repair, Uphold, Support, Maintain, Pave, Purge, Scour, Cleanse, Empty, Amend and keep the messuage or tenement, messuages or tenements, and all other erections and buildings, now or at any time hereafter standing upon the said piece or parcel of ground hereby expressed to be demised, and all the Walls, Banks, Cuttings, Hedges, Ditches, Rails, Lights, Pavements, Privies, Sinks, Drains and Watercourses thereunto belonging, and which shall in any-wise belong or appertain unto the same, in, by and with all and all manner of needful and necessary reparations, cleansings and amendments whatsoever, the whole to be done to the satisfaction of the Surveyor of His said Majesty, His Heirs, Successors, or Assigns; AND THE SAID messuage or tenement, messuages or tenements, erections, buildings and premises, so being well and sufficiently repaired, sustained and amended, at the end, or sooner determination of the said term hereby granted, shall and will peaceably and quietly deliver up to His said Majesty, His Heirs, Successors or Assigns; AND ALSO that the said Lessees their

Executors, Administrators and Assigns shall and will during the term hereby granted, as often as need shall require, bear, pay and allow a reasonable share and proportion for and towards the costs and charges of making, building, repairing and amending, all or any roads, pavements, channels, fences and party-walls, draughts, private or public sewers and drains, requisite for, or in, or belonging to the said premises hereby expressed to be demised or any part thereof, in common with other premises near or adjoining thereto, and that such proportion shall be fixed and ascertained by the Surveyor of His said Majesty, His Heirs, Successors, or Assigns, and shall be recoverable in the nature of rent in arrear;

AND FURTHER that it shall and may be lawful to and for His said Majesty, His Heirs, Successors, or Assigns, by His or their Surveyor, or other persons deputed to act for Him or them, twice or oftener in every year during the said term, at all reasonable times in the day, to enter and come into and upon the said premises hereby expressed to be demised, to view, search and see the condition of the same, and of all decays, defects and wants of reparation and amendment, which upon every such view or views shall be found, to give or leave notice or warning in writing, at or upon the said premises, or some part thereof, unto or for the said Lessees their

Executors, Administrators, or Assigns, to repair and amend the same within Three Calendar Months then next following, within which said time or space of Three Calendar Months, after every such notice or warning shall be so given, or left as aforesaid, the said Lessees their

Executors, Administrators, or Assigns will repair and amend the same accordingly; AND FURTHER that the said Lessees their

Executors, Administrators, or Assigns, or any other person or persons, shall not nor will, during the continuance of this demise, use, exercise or follow, in or upon the said premises or any part thereof, the trade or business of a Brazier, Slaughterman, Soap-maker, Sugar-baker, Fellmonger, Melter of tallow, Oilman, Butcher, Distiller, Victualler, or Tavern-keeper, Blacksmith, Nightman, Scavenger, or any other noisy, noisome or offensive trade or business whatever, without the previous license of His said Majesty, His Heirs, Successors, or Assigns, signified in writing by the Governor of the said Colony of Hongkong, or other person duly authorized in that behalf; AND ALSO that they the said Lessees their

Executors, Administrators, or Assigns, shall not nor will, let, underlet, mortgage, assign, or otherwise part with, all or any part of the said premises hereby expressed to be demised, for all or any part of the said term of Seventy-five years, without at the same time registering such alienation in the Land Office, or in such other Office as may hereafter be instituted for the purposes of Registration in the said Colony of Hongkong, and paying all reasonable fees and other expenses thereon. **Provided Always**, and it is hereby agreed and declared, that in case the said yearly rent of Ten dollars,

hereinbefore reserved, or any part thereof, shall be in arrear and unpaid by the space of twenty-one days next over, or after any or either of the said days whereon the same ought to be paid as aforesaid, (whether lawfully demanded or not), or in case of the breach or non-performance of any or either of the covenants and conditions herein contained, and by or on the part and behalf of the said Lessees their

Executors, Administrators, or Assigns, to be kept, done and performed, then, and in either of the said cases, it shall and may be lawful to and for His said Majesty, His Heirs, Successors, or Assigns, by

the Governor of Hongkong, or other person duly authorised in that behalf, into and upon the said premises, hereby expressed to be demised, or any part thereof, in the name of the whole, to re-enter, and the same to have again, retain, repossess, and enjoy, as in His or their first or former estate, as if these presents had not been made; and the said Lessees their _____

Executors, Administrators and Assigns, and all other occupiers of the said premises thereout and thence utterly to expel, put out and remove, this Indenture or anything contained herein to the contrary notwithstanding. **Provided** also, and it is hereby further agreed and declared that His said Majesty, His Heirs, Successors and Assigns, shall have full power to resume, enter into, and re-take possession of all or any part of the premises hereby expressed to be demised, if required for the improvement of the said Colony of Hongkong or for any other public purpose whatsoever, three Calendar Months' notice being given to the said Lessees their _____

Executors, Administrators, and Assigns of its being so required, and a full and fair Compensation for the said Land and the Buildings thereon, being paid to the said Lessees their _____

Executors, Administrators, or Assigns, at a valuation, to be fairly and impartially made by the Surveyor of His said Majesty, His Heirs, Successors, or Assigns, and upon the exercise of such power the term and estate hereby created shall respectively cease, determine and be void. **Provided** also, and it is hereby further agreed and declared that the said Lessees their _____

Executors, Administrators, or Assigns shall on the expiration of the term hereby granted, be entitled to a renewed Lease of the premises hereby expressed to be demised for a further term of Seventy-five Years without payment of any Fine or Premium therefor and at the Rent hereinafter mentioned; **And** His said Majesty, His Heirs, Successors, or Assigns shall and will at the request and cost of the said Lessees their _____

Executors, Administrators, or Assigns grant unto him or them on the expiration of the term hereby granted a new Lease of the said premises for the term of Seventy-five Years at such Rent as shall be fairly and impartially fixed by the Surveyor of His said Majesty, His Heirs, Successors, or Assigns as the fair and reasonable rental value of the ground at the date of such renewal. And in all other respects such new Lease shall be granted upon the same terms and under and subject to the same reservations, covenants, stipulations, provisoes and declarations as are contained in this present Lease with the exception of this proviso for renewal which shall not be contained in such new Lease. **In witness** whereof the said parties to these presents have hereunto set their hands and seals

the day and year first above written.

Signed, sealed and delivered by the above
named Tsang Yan Yaw and
Tsang Tze Yaw
in the presence of

E. L. Agassiz
Solr.
Hong Kong

notice 1

曾仁台

曾斯榮

Registered,

F. Birley Johnson for
Land Officer.

Dated 18th February, 1919.

COUNTERPART

Lease

OF

Waikiwara LOT No. 406.

Commencing 10th August, 1903.

Term 75 years (renewable).

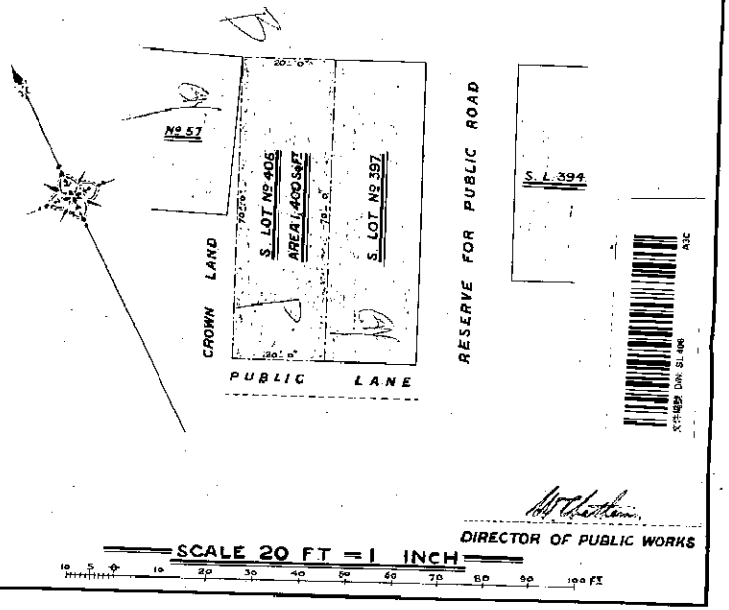
Annual Crown Rent $10/-

Registered Vol. LXXI Fol: 86

UBL0011511L 4068
UBLSIL 406(1/1)

GL SIL.406

SHAU KI WAN LOT Nº 406.



PARTICULARS AND CONDITIONS OF SALE by Public Auction to be held on the 6th day of September 2011 at 2.30 p.m. at the Arena of the Queen Elizabeth Stadium, Wan Chai, Hong Kong by the Government of the Hong Kong Special Administrative Region (hereinafter referred to as "the Government"), of one lot of land described in the Particulars of the Lot hereunder for a term of fifty years commencing from the date of the Memorandum of Agreement referred to in General Condition No. 4 hereof, at the rent specified in the said Particulars and subject to the General and Special Conditions of Sale hereunder.

PARTICULARS OF THE LOT

Registry No.	Location	Site	Area in square metres	Rent
Tseung Kwan O Town Lot No. 113	Area 66A, Tseung Kwan O, New Territories	As delineated and shown coloured pink, pink hatched black and pink stippled black on the plan annexed hereto	13,393 (about)	An annual rent of an amount equal to 3% of the rateable value from time to time of the lot, subject to General Condition No. 9 hereof

GENERAL CONDITIONS

The Purchaser

1. (a) A person may not make bids for the lot at the auction unless that person has complied with the requirements as may be stipulated from time to time by the Director of Lands (hereinafter referred to as "the Director") for the purpose of making bids and that person may only make bids for the lot at the auction in the manner as may be stipulated from time to time by the Director.

(b) Subject to General Conditions Nos. 2, 3 and 4 hereof, the highest bidder shall be the Purchaser who shall in conformity with General Condition No. 5 hereof forthwith complete and sign the Memorandum of Agreement annexed hereto (hereinafter referred to as "the Memorandum") the date of which shall be the date of the auction.

Disputes

2. In the event that any dispute arises, whether between two or more bidders or otherwise, as to any bid, the auctioneer may at his discretion forthwith determine the dispute or again put up the lot for sale at the last undisputed bid, or withdraw the lot from sale.

Auctioneer

3. (a) The auctioneer shall regulate the bidding.

(b) The auctioneer may refuse to accept any bid and no person shall at any bid advance less than the amount fixed for that purpose by the auctioneer.

Reserve price

4. The lot is offered for sale subject to a reserve price and to the rights of the Government to bid by any officer or other person or by the auctioneer and to withdraw every or any lot before it is sold.

Deposit

5. Immediately after the fall of the hammer, the Purchaser shall sign both the Memorandum and the sale plan annexed hereto in order to complete the purchase according to these Conditions and shall pay to the auctioneer the sum of $25,000,000.00 as a deposit and in part payment of the premium at which the lot shall have been purchased (hereinafter referred to as "the premium"). The sum of $25,000,000.00 may be paid by cheque or cashier's order, made payable to the Government of the Hong Kong Special Administrative Region and drawn on a bank which shall be a bank duly licensed under section 16 of the Banking Ordinance. If a cheque is

SPECIAL CONDITIONS

Possession

(1) (a) Subject to payment of the balance of the premium as provided in General Condition No. 7 hereof and subject to the provisions of General Condition No. 8 hereof, possession of the lot shall be deemed to be given to the Purchaser in the following manner:

(i) possession of those portions of the lot shown coloured pink and pink hatched black respectively on the plan annexed hereto shall be deemed to be given to the Purchaser on the date of this Agreement; and

(ii) possession of that portion of the lot shown coloured pink stippled black on the plan annexed hereto shall be deemed to be given to the Purchaser on the 30th day of June 2012 or such other date to be specified in a letter from the Director to the Purchaser.

(b) The Government 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 arising out of the deferred possession of that portion of the lot shown coloured pink stippled black on the plan annexed hereto as provided in sub-clause (a)(ii) of this Special Condition and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Purchaser in respect of such loss, damage, nuisance or disturbance.

Building covenant

(2) The Purchaser shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 30th day of September 2016.

User

(3) (a) 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 non-industrial (excluding godown, hotel and petrol filling station) purposes.

(b) 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 which it is designed, constructed, and intended to be used in accordance with these Conditions and the approved design and disposition under Special Condition No. (6)(b) hereof.

Preservation of trees

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

Landscaping

(5) (a) The Purchaser shall at his own expense submit to the Director for his approval a landscape plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition.

(b) (i) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants.

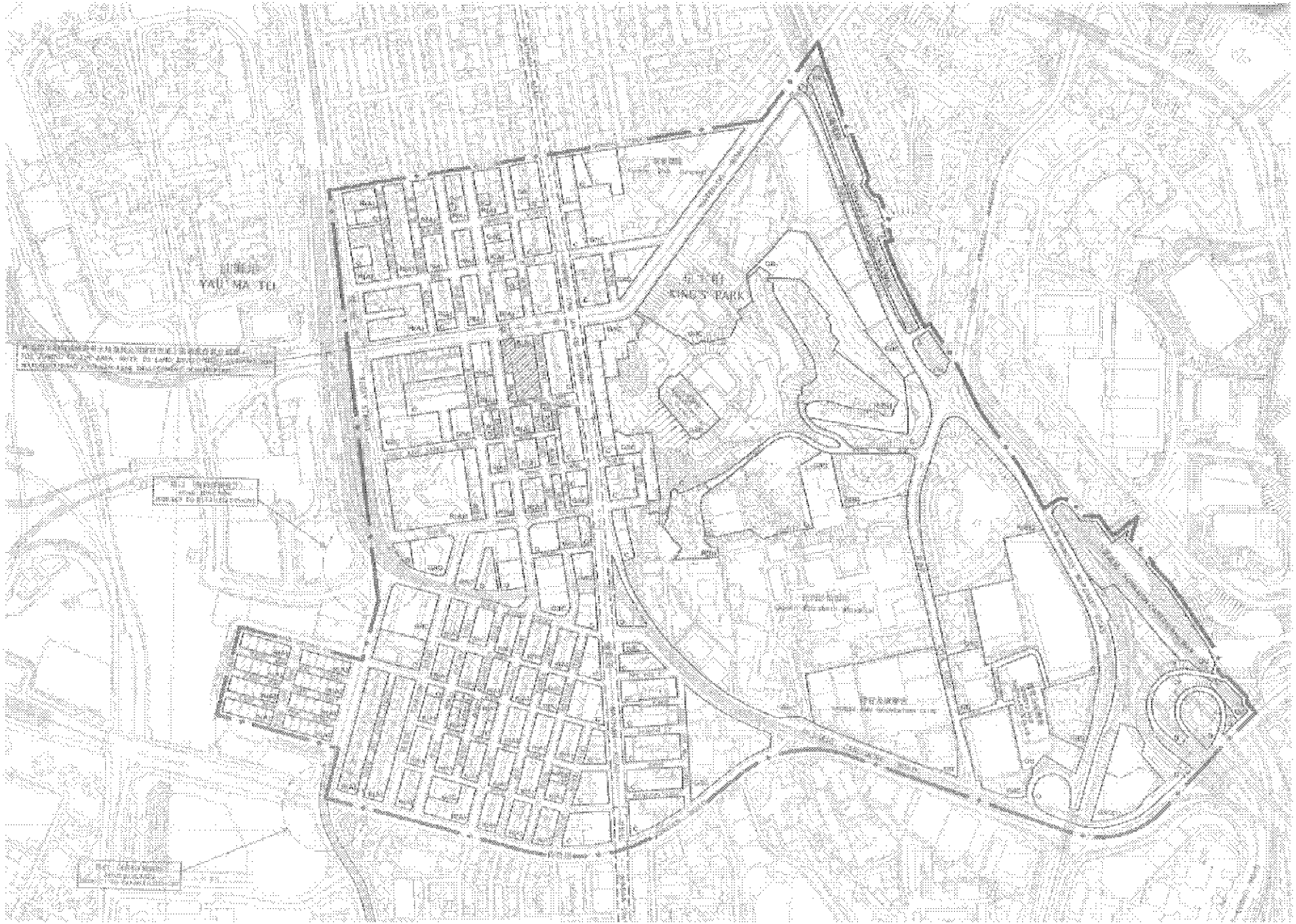
(ii) Not less than 50% of the 20% referred to in sub-clause (b)(i) of this Special Condition (hereinafter referred to as "the Greenery Area") shall be provided at such location or level as may be determined by the Director at his sole discretion so that the

Part C – Town Planning Control

Outline zoning plan

- Permitted Use

Column 1 Use	Column 2 Use
Always Permitted	May be permitted upon application i.e. S.16 application


YAU MA TEI
KINGS PARK

KOWLOON PLANNING AREA NO. 2

APPROVED YAU MA TEI OUTLINE ZONING PLAN NO. S/K2/20

(Being an Approved Plan for the Purposes of the Town Planning Ordinance)

NOTES

(N.B. These form part of the Plan)

(1) These Notes show the uses or developments on land falling within the boundaries of the Plan which are always permitted and which may be permitted by the Town Planning Board, with or without conditions, on application. Where permission from the Town Planning Board for a use or development is required, the application for such permission should be made in a prescribed form. The application shall be addressed to the Secretary of the Town Planning Board, from whom the prescribed application form may be obtained.

(2) Any use or development which is always permitted or may be permitted in accordance with these Notes must also conform to any other relevant legislation, the conditions of the Government lease concerned, and any other Government requirements, as may be applicable.

(3) (a) No action is required to make the existing use of any land or building conform to this Plan until there is a material change of use or the building is redeveloped.

(b) Any material change of use or any other development (except minor alteration and/or modification to the development of the land or building in respect of the existing use which is always permitted) or redevelopment must be always permitted in terms of the Plan or, if permission is required, in accordance with the permission granted by the Town Planning Board.

(c) For the purposes of subparagraph (a) above, "existing use of any land or building" means –

(i) before the publication in the Gazette of the notice of the first statutory plan covering the land or building (hereafter referred as 'the first plan'),

- a use in existence before the publication of the first plan which has continued since it came into existence; or

- a use or a change of use approved under the Buildings Ordinance which relates to an existing building; and

(ii) after the publication of the first plan,

- a use permitted under a plan which was effected during the effective period of that plan and has continued since it was effected; or

- a use or a change of use approved under the Buildings Ordinance which relates to an existing building and permitted under a plan prevailing at the time when the use or change of use was approved.

(4) Except as otherwise specified by the Town Planning Board, when a use or material change of use is effected or a development or redevelopment is undertaken, as always permitted in terms of the Plan or in accordance with a permission granted by the Town Planning Board, all permissions granted by the Town Planning Board in respect of the site of the use or material change of use or development or redevelopment shall lapse.

(5) Road junctions, alignments of roads and railway tracks, and boundaries between zones may be subject to minor adjustments as detailed planning proceeds.

(6) Temporary uses (expected to be 5 years or less) of any land or building are always permitted as long as they comply with any other relevant legislation, the conditions of the Government lease concerned, and any other Government requirements, and there is no need for these to conform to the zoned use or these Notes. For temporary uses expected to be over 5 years, the uses must conform to the zoned use or these Notes.

(7) The following uses or developments are always permitted on land falling within the boundaries of the Plan except where the uses or developments are specified in Column 2 of the Notes of individual zones:

(a) provision, maintenance or repair of plant nursery, amenity planting, open space, rain shelter, refreshment kiosk, road, bus/public light bus stop or lay-by, cycle track, Mass Transit Railway station entrance, Mass Transit Railway structure below ground level, taxi rank, nullah, public utility pipeline, electricity mast, lamp pole, telephone booth, telecommunications radio base station, automatic teller machine and shrine;

(b) geotechnical works, local public works, road works, sewerage works, drainage works, environmental improvement works, marine related facilities, waterworks (excluding works on service reservoir) and such other public works co-ordinated or implemented by Government; and

(c) maintenance or repair of watercourse and grave.

(8) In any area shown as 'Road', all uses or developments except those specified in paragraph (7) above and those specified below require permission from the Town Planning Board:

toll plaza, on-street vehicle park and railway track.

(9) Unless otherwise specified, all building, engineering and other operations incidental to and all uses directly related and ancillary to the permitted uses and developments within the same zone are always permitted and no separate permission is required.

(10) In these Notes, "existing building" means a building, including a structure, which is physically existing and is in compliance with any relevant legislation and the conditions of the Government lease concerned.

RESIDENTIAL (GROUP A)

Column 1 Uses always permitted	Column 2 Uses that may be permitted with or without conditions on application to the Town Planning Board
Ambulance Depot Flat Government Use (not elsewhere specified) House Library Market Place of Recreation, Sports or Culture Public Clinic Public Transport Terminus or Station (excluding open-air terminus or station) Residential Institution School (in free-standing purpose-designed building only) Social Welfare Facility Utility Installation for Private Project	Commercial Bathhouse/Massage Establishment Eating Place Educational Institution Exhibition or Convention Hall Government Refuse Collection Point Hospital Hotel Institutional Use (not elsewhere specified) Mass Transit Railway Vent Shaft and/or Other Structure above Ground Level other than Entrances Office Petrol Filling Station Place of Entertainment Private Club Public Convenience Public Transport Terminus or Station (not elsewhere specified) Public Utility Installation Public Vehicle Park (excluding container vehicle) Religious Institution School (not elsewhere specified) Shop and Services Training Centre

(Please see next page)

RESIDENTIAL (GROUP A) (Cont'd)

In addition, the following uses are always permitted (a) on the lowest three floors of a building, taken to include basements; or (b) in the purpose-designed non-residential portion of an existing building, both excluding floors containing wholly or mainly car parking, loading/unloading bays and/or plant room:

Eating Place
Educational Institution
Institutional Use (not elsewhere specified)
Off-course Betting Centre
Office
Place of Entertainment
Private Club
Public Convenience
Recyclable Collection Centre
School
Shop and Services
Training Centre

Planning Intention

This zone is intended primarily for high-density residential developments. Commercial uses are always permitted on the lowest three floors of a building or in the purpose-designed non-residential portion of an existing building.

Remarks

(1) Except as otherwise provided herein, on land designated "Residential (Group A)", no new development, or addition, alteration and/or modification to or redevelopment of an existing building shall result in the plot ratio for the building upon development and/or redevelopment in excess of 7.5 for a domestic building or 9.0 for a building that is partly domestic and partly non-domestic, or the plot ratio of the existing building, whichever is the greater. Except where the plot ratio is permitted to be exceeded under paragraph (6) hereof, under no circumstances shall the plot ratio for the domestic part of any building, to which this paragraph applies, exceed 7.5.

(2) For a non-domestic building to be erected on the site, the maximum plot ratio shall not exceed 9.0 except where the plot ratio is permitted to be exceeded under paragraph (6) hereof.

(Please see next page)

RESIDENTIAL (GROUP A) (Cont'd)

Remarks (Cont'd)

(3) In determining the relevant maximum plot ratio for the purposes of paragraphs (1) and (2) above, area of any part of the site that is occupied or intended to be occupied by free-standing purpose-designed buildings (including both developed on ground and on podium level) solely for accommodating Government, institution or community facilities including school(s) as may be required by Government shall be deducted in calculating the relevant site area.

(4) On land designated "Residential (Group A)1", no new development, or addition, alteration and/or modification to or redevelopment of an existing building shall result in the total development and/or redevelopment in excess of a maximum domestic gross floor area of 87 600m² and a maximum non-domestic gross floor area of 6 418m² of which not less than 2 088m² should be provided for Government, institution or community facilities. A public open space of not less than 5 850m² at ground level shall be provided.

(5) In determining the relevant maximum plot ratio or gross floor area for the purposes of paragraphs (1), (2) and (4) above, any floor space that is constructed or intended for use solely as car park, loading/unloading bay, plant room, caretaker's office and caretaker's quarters, or recreational facilities for the use and benefit of all the owners or occupiers of the domestic building or domestic part of the building, provided such uses and facilities are ancillary and directly related to the development or redevelopment, may be disregarded.

(6) Where the permitted plot ratio as defined in Building (Planning) Regulations is permitted to be exceeded in circumstances as set out in Regulation 22(1) or (2) of the said Regulations, the plot ratio/gross floor area for the building on land to which paragraph (1), (2) or (4) applies may be increased by the additional plot ratio by which the permitted plot ratio is permitted to be exceeded under and in accordance with the said Regulation 22(1) or (2), notwithstanding that the relevant maximum plot ratio/gross floor area specified in paragraphs (1), (2) and (4) above may thereby be exceeded.

S16 Application

Form No. S16-5
表格第S16　5號

APPLICATION FOR PERMISSION
UNDER SECTION 16 OF
THE TOWN PLANNING ORDINANCE (CAP. 131)

Applicable to proposal not involving or not only involving:
(a) change of use within existing building(s) or part thereof;
(b) construction of "New Territories Exempted House(s)";
(c) temporary use/development of land and/or building not exceeding 5 years; and
(d) renewal of permission for temporary use or development

根據《城市規劃條例》（第131章）
第16條遞交的許可申請

適用於建議不涉及或不祇涉及
(a) 更改現有建築物或其部分內的用途；
(b) 興建「新界豁免管制屋宇」；
(c) 在土地上及／或建築物內進行爲期不超過五年的臨時用途／發展；及
(d) 臨時用途或發展的許可續期

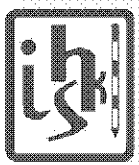
Planning Enforcement

- No enforcement action/power under TPO for areas controlled by OZPs
- Enforcement under TPO s.23 regarding "unauthorized development" for areas covered by DPA

Differentiation of BO s.25 and s.16 Planning Application

- Form BA 15 under BO s.25. Where there is a material change-in-use not involving works requiring prior approval and consent from BA
- BA would decide whether to raising objection to the intended change-in-use after considering is there any contravention including BO s.16 (1)(d) i.e. TPO

Differentiation of BO s.25 and s.26 Planning Application

- If the intended use is a column 2 use under the OZP →need S16 planning application before effecting the change
- S16 planning application is also required before submitting plan involving use under “Column 2” use

The End