

EXTENSION OF TENDER CLOSING DATE AND
AMENDMENTS TO TENDER NOTICE, FORM OF TENDER
AND EXPLANATORY STATEMENT
YUEN LONG TOWN LOT NO. 545

It is hereby notified that the closing date for submission of tenders for the sale of the following piece of Government land, which was published in the Government of the Hong Kong Special Administrative Region Gazette on 15 March 2024 (G.N. 1449) and extended in the Government of the Hong Kong Special Administrative Region Gazette (Extraordinary) on 28 June 2024 (G.N. (E.) 21 of 2024), has been further extended from 27 December 2024 to 21 March 2025:—

Lot No. : **Yuen Long Town Lot No. 545**

Location: Fuk Wang Street and Wang Lee Street, Yuen Long, New Territories

User : (a) vehicle servicing and maintenance;

(b) logistics and freight forwarding including:—

- (i) inventory management including order processing, receiving, picking and packaging, labelling, quality checking, consolidation, cross-docking, freight management and distribution of goods (including but not limited to raw materials, spare parts and merchandises but excluding sand, aggregates, building materials and dangerous goods) and ancillary storage of such goods and such other related or ancillary purposes; and
- (ii) return management including management of associated movements, repair or replacement of defective components and associated quality assurance of goods (including but not limited to raw materials, spare parts and merchandises but excluding sand, aggregates, building materials and dangerous goods) and ancillary storage of such goods and such other related or ancillary purposes;
- (c) consolidation and handling of container cargoes and break-bulk cargoes;
- (d) loading, unloading and storage of containers;
- (e) cargo screening ancillary to the uses permitted under (b)(ii) above;
- (f) other ancillary cargo handling facilities as may be approved in writing by the Director of Lands;
- (g) a combination of any of the users stated in (a) to (f) above;
- (h) the Public Vehicle Park;
- (i) offices ancillary to any of the uses permitted under (a) to (g) above; and
- (j) a canteen used exclusively by the people employed on the lot.

Tenderers shall now deposit their tenders before 12.00 noon on Friday, 21 March 2025.

Consequently, the tender closing date and other dates stipulated in the Tender Notice, the Form of Tender and Annex II to the Tender Notice annexed to the General and Special Conditions of Sale (Conditions of Sale) of the above lot are amended as follows:—

- (a) the date 'Friday, the 27th day of December, 2024' appearing in paragraph 3(c) of the Tender Notice is amended to 'Friday, the 21st day of March, 2025';
- (b) the date 'the 27th day of December, 2024' appearing in paragraph 5 of the Tender Notice is amended to 'the 21st day of March, 2025';
- (c) the date 'the 18th day of April, 2025' appearing in paragraph 8 of the Tender Notice is amended to 'the 11th day of July, 2025';
- (d) the date 'the 28th day of March, 2025' appearing in paragraph 12 of the Tender Notice is amended to 'the 20th day of June, 2025';
- (e) the date 'the 18th day of April, 2025' appearing in paragraph 3 of the Form of Tender (Non-Premium Submission) is amended to 'the 11th day of July, 2025';
- (f) the date 'the 18th day of April, 2025' appearing in paragraph 3 of the Form of Tender (Premium Submission) is amended to 'the 11th day of July, 2025'; and
- (g) the date 'the 27th day of December, 2024' appearing in paragraph 3.7 of Annex II to the Tender Notice is amended to 'the 21st day of March, 2025'.

Further, various other parts of the Tender Notice, the Form of Tender and the Explanatory Statement annexed to the Conditions of Sale of the above lot have been amended.

Except for the above, the Tender Notice, the Form of Tender and the Explanatory Statement annexed to the Conditions of Sale of the above lot shall remain unaltered. The Explanatory Statement, the Information Statement, the Tender Notice, the Form of Tender, the Conditions of Sale and the sale plan, including any amendment and update, relating to the tender submission for the sale of the above lot may be downloaded from the Lands Department website (www.landsd.gov.hk).

18 October 2024

*Alex KWOK Deputy Director/General,
Lands Department (Acting)*

元朗市地段第 545 號
延長截標日期
及招標公告、投標表格及說明陳述修訂

現公布招標承投下文所述政府土地的截標日期已再進一步由 2024 年 12 月 27 日延至 2025 年 3 月 21 日，原有招標於 2024 年 3 月 15 日刊登於香港特別行政區政府憲報 (第 1449 號政府公告) 及於 2024 年 6 月 28 日刊登於香港特別行政區政府憲報 (2024 年第 21 號號外公告)：

地段編號：元朗市地段第 545 號

地點：新界元朗福宏街與宏利街

用途：(a) 車輛維修及保養；

(b) 物流及貨運，包括：

(i) 存貨管理，包括訂單處理、收貨、揀選及分包、包裝標籤、品質檢查、集裝、轉載起卸、貨運管理和貨物分銷 (包括但不限於原料、零件及商品，但不包括泥沙、碎石、建築材料及危險品)，以及該等貨物的附屬貯存和其他相關或附屬用途；及

(ii) 退貨管理，包括有問題組件的相關運輸、修理或更換的管理，以及貨物 (包括但不限於原料、零件及商品，但不包括泥沙、碎石、建築材料及危險品) 的相關品質保證，以及該等貨物的附屬貯存和其他相關或附屬用途；

(c) 集裝和處理貨櫃貨物及散裝貨物；

(d) 起卸和貯存貨櫃；

(e) 上文 (b)(ii) 項所述的批准用途有關的附屬貨物檢查；

(f) 其他可能獲地政總署署長以書面批准的附屬貨物處理設施；

(g) 上文 (a) 至 (f) 項所述任何用途的組合；

(h) 公眾停車場；

(i) 上文 (a) 至 (g) 項所述用途的附屬辦公室；以及

(j) 供受聘於該地段上人士專用的食堂。

投標者請於 2025 年 3 月 21 日 (星期五) 中午 12 時前遞交標書。

因此，附連於上述地段一般及特別賣地條件 (賣地條件) 的招標公告、投標表格和招標公告附件二內所訂明的截標日期和其他日期現修訂如下：

(a) 招標公告第 3(c) 段所示日期「2024 年 12 月 27 日 (星期五)」現修訂為「2025 年 3 月 21 日 (星期五)」；

(b) 招標公告第 5 段所示日期「2024 年 12 月 27 日」現修訂為「2025 年 3 月 21 日」；

(c) 招標公告第 8 段所示日期「2025 年 4 月 18 日」現修訂為「2025 年 7 月 11 日」；

(d) 招標公告第 12 段所示日期「2025 年 3 月 28 日」現修訂為「2025 年 6 月 20 日」；

(e) 投標表格 (非標金建議書) 第 3 段所示日期「2025 年 4 月 18 日」現修訂為「2025 年 7 月 11 日」；

(f) 投標表格 (標金建議書) 第 3 段所示日期「2025 年 4 月 18 日」現修訂為「2025 年 7 月 11 日」；
及

(g) 招標公告附件二第 3.7 段所示日期「2024 年 12 月 27 日」現修訂為「2025 年 3 月 21 日」。

此外，附連於上述地段賣地條件的招標公告、投標表格及說明陳述的其他部分亦已作修訂。

除以上改動外，附連於上述地段賣地條件的招標公告、投標表格及說明陳述維持不變。有關招標承投上述地段的說明陳述、資料說明、招標公告、投標表格、賣地條件及賣地圖則，包括任何修訂和更新，可於地政總署的網頁 (www.landsd.gov.hk) 下載。

2024 年 10 月 18 日

署理地政總署副署長 (一般事務) 郭健敏

**EXTENSION OF TENDER CLOSING DATE
YUEN LONG TOWN LOT NO. 545**

It is hereby notified that the closing date for submission of tenders for the sale of the following piece of Government land, which was published in the Government of the Hong Kong Special Administrative Region Gazette on 15 March 2024 (G.N. 1449), has been extended from 28 June 2024 to 27 December 2024:—

- Lot No. : **Yuen Long Town Lot No. 545**
Location : Fuk Wang Street and Wang Lee Street, Yuen Long, New Territories
User : (a) vehicle servicing and maintenance;
(b) logistics and freight forwarding including:—
(i) inventory management including order processing, receiving, picking and packaging, labelling, quality checking, consolidation, cross-docking, freight management and distribution of goods (including but not limited to raw materials, spare parts and merchandises but excluding sand, aggregates, building materials and dangerous goods) and ancillary storage of such goods and such other related or ancillary purposes; and
(ii) return management including management of associated movements, repair or replacement of defective components and associated quality assurance of goods (including but not limited to raw materials, spare parts and merchandises but excluding sand, aggregates, building materials and dangerous goods) and ancillary storage of such goods and such other related or ancillary purposes;
(c) consolidation and handling of container cargoes and break-bulk cargoes;
(d) loading, unloading and storage of containers;
(e) cargo screening ancillary to the uses permitted under (b)(ii) above;
(f) other ancillary cargo handling facilities as may be approved in writing by the Director of Lands;
(g) a combination of any of the users stated in (a) to (f) above;
(h) the Public Vehicle Park;
(i) offices ancillary to any of the uses permitted under (a) to (g) above; and
(j) a canteen used exclusively by the people employed on the lot.

Tenderers shall now deposit their tenders before 12.00 noon on Friday, 27 December 2024.

Consequently, the tender closing date and other dates stipulated in the Tender Notice, the Form of Tender, Annex II to the Tender Notice and the Explanatory Statement annexed to the General and Special Conditions of Sale (Conditions of Sale) of the above lot are amended as follows:—

- (a) the date ‘Friday, the 28th day of June, 2024’ appearing in paragraph 3(c) of the Tender Notice is amended to ‘Friday, the 27th day of December, 2024’;
- (b) the date ‘the 28th day of June, 2024’ appearing in paragraph 5 of the Tender Notice is amended to ‘the 27th day of December, 2024’;
- (c) the date ‘the 18th day of October, 2024’ appearing in paragraph 8 of the Tender Notice is amended to ‘the 18th day of April, 2025’;
- (d) the date ‘the 27th day of September, 2024’ appearing in paragraph 12 of the Tender Notice is amended to ‘the 28th day of March, 2025’;
- (e) the date ‘the 18th day of October, 2024’ appearing in paragraph 3 of the Form of Tender (Non-Premium Submission) is amended to ‘the 18th day of April, 2025’;
- (f) the date ‘the 18th day of October, 2024’ appearing in paragraph 3 of the Form of Tender (Premium Submission) is amended to ‘the 18th day of April, 2025’;
- (g) the date ‘the 28th day of June, 2024’ appearing in paragraph 3.7 of Annex II to the Tender Notice is amended to ‘the 27th day of December, 2024’; and
- (h) the tender period ‘of about 15 weeks’ appearing in paragraph 11 of the Explanatory Statement is deleted.

Except for the above, the Tender Notice, the Form of Tender, Annex II to the Tender Notice and the Explanatory Statement annexed to the Conditions of Sale of the above lot shall remain unaltered.

28 June 2024

K. C. CHOI *Deputy Director/General,
Lands Department*

元朗市地段第 545 號
延長截標日期

現公布下文所述政府土地的截標日期已由 2024 年 6 月 28 日延至 2024 年 12 月 27 日，有關招標於 2024 年 3 月 15 日刊登於香港特別行政區政府憲報（第 1449 號政府公告）：

地段編號：元朗市地段第 545 號

地點：新界元朗福宏街與宏利街

用途：(a) 車輛維修及保養；

(b) 物流及貨運，包括：

(i) 存貨管理，包括訂單處理、收貨、揀選及分包、包裝標籤、品質檢查、集裝、轉載起卸、貨運管理和貨物分銷（包括但不限於原料、零件及商品，但不包括泥沙、碎石、建築材料及危險品），以及該等貨物的附屬貯存和其他相關或附屬用途；及

(ii) 退貨管理，包括有問題組件的相關運輸、修理或更換的管理，以及貨物（包括但不限於原料、零件及商品，但不包括泥沙、碎石、建築材料及危險品）的相關品質保證，以及該等貨物的附屬貯存和其他相關或附屬用途；

(c) 集裝和處理貨櫃貨物及散裝貨物；

(d) 起卸和貯存貨櫃；

(e) 上文 (b)(ii) 項所述的批准用途有關的附屬貨物檢查；

(f) 其他可能獲地政總署署長以書面批准的附屬貨物處理設施；

(g) 上文 (a) 至 (f) 項所述任何用途的組合；

(h) 公眾停車場；

(i) 上文 (a) 至 (g) 項所述用途的附屬辦公室；以及

(j) 供受聘於該地段上人士專用的食堂。

投標者請於 2024 年 12 月 27 日（星期五）中午 12 時前遞交標書。

因此，附連於上述地段一般及特別賣地條件（賣地條件）的招標公告、投標表格、招標公告附件二和說明陳述內所訂明的截標日期和其他日期現修訂如下：

(a) 招標公告第 3(c) 段所示日期「2024 年 6 月 28 日（星期五）」現修訂為「2024 年 12 月 27 日（星期五）」；

(b) 招標公告第 5 段所示日期「2024 年 6 月 28 日」現修訂為「2024 年 12 月 27 日」；

(c) 招標公告第 8 段所示日期「2024 年 10 月 18 日」現修訂為「2025 年 4 月 18 日」；

(d) 招標公告第 12 段所示日期「2024 年 9 月 27 日」現修訂為「2025 年 3 月 28 日」；

(e) 投標表格（非標金建議書）第 3 段所示日期「2024 年 10 月 18 日」現修訂為「2025 年 4 月 18 日」；

(f) 投標表格（標金建議書）第 3 段所示日期「2024 年 10 月 18 日」現修訂為「2025 年 4 月 18 日」；

(g) 招標公告附件二第 3.7 段所示日期「2024 年 6 月 28 日」現修訂為「2024 年 12 月 27 日」；
及

(h) 現刪除說明陳述第 11 段所示招標期「約十五個星期」。

除以上改動外，附連於上述地段賣地條件的招標公告、投標表格、招標公告附件二及說明陳述維持不變。

Explanatory Statement

Yuen Long Town Lot No. 545

This Explanatory Statement is issued for information only and is not intended to have any legal effect. The purpose of this Explanatory Statement is to facilitate tenderers in preparing tenders for Yuen Long Town Lot No. 545 at Fuk Wang Street and Wang Lee Street, Yuen Long, New Territories (hereinafter referred to as “the Lot”). It shall not form part of the Tender Documents (as defined in the Tender Notice), nor shall it be taken into consideration in the interpretation and construction thereof.

2. This Explanatory Statement does not claim to be comprehensive or to have been independently verified. Neither the Government nor any of its officers or agents (hereinafter referred to as “the Government”) accepts any liability in respect of adequacy, accuracy or completeness of the information contained herein or otherwise whatsoever or howsoever arising whether directly or indirectly out of or in relation to any part of this Explanatory Statement. Without prejudice to the generality of the foregoing, no representation or warranty is given as to the information contained in this Explanatory Statement. Nothing in this Explanatory Statement should be relied on as any representation, statement or warranty as to the intention, policy or action in future of the Government.

Industry-led planning in the Northern Metropolis

3. The Lot is located at the Yuen Long Innopark and connected with major roads leading to different parts of the New Territories. In wider geographical context, the Lot is within the westernmost area of the Northern Metropolis, the High-end Professional Services and Logistics Hub, that is close to the Shenzhen Bay Port and Hong Kong International Airport. The Lot is part of the Government’s efforts to increase the supply for sites to promote development of industries capitalising on the locational advantages and road network of the area.

4. On the other hand, the development of the Northern Metropolis will displace existing land occupiers such as brownfield operators who are running business activities on agricultural lots including logistics, open-air and low-density storage of all sorts (e.g. construction materials and equipment), recycling facilities, rural workshops, vehicle repairing and parking, etc.. As these brownfield operations are supporting industries that have been contributing positively to Hong Kong’s economy and job market, there is a need to encourage displaced operators to relocate to multi-storey buildings so that they can continue to run their businesses in a land efficient and sustainable manner amongst other measures being undertaken by the Government.

Multi-storey buildings for modern industries (“MSBs”)

5. The Lot is the first MSB site to be launched by the Government in the Northern Metropolis to achieve the dual objectives of promoting the development and upgrading of industries and accommodating brownfield operators displaced by government projects in a land efficient manner. The Lot has a total area of 3.244 hectares (ha) save for the Government Accommodation (“GA”) (see paragraph 6 below) to be handed over to the Government, logistics and/or vehicle repair and maintenance will be designated as the major uses of the site.

6. Apart from supporting the development and upgrading of the logistics and/or vehicle maintenance industries, the proposed MSB will also provide floor space to accommodate and consolidate displaced brownfield operations. Specifically, the successful tenderer of the Lot shall be required under the Conditions of Sale (as defined in the Tender Notice) to hand over no less than 30% of the maximum gross floor area to the Government as GA at nil consideration.

The said floor space in the GA will be set aside as the Designated Portion, which will be leased by the Government to displaced brownfield operators for a period of time, initially set at around 5 to 10 years for each operator, at a concessionary rental to be determined, collected and retained by the Government. This is to provide a transitional period for relocated brownfield operations to adapt to a multi-storey setting and preferably upgrade the operations. The brownfield operations to be relocated to the MSB will be selected by the Government based on factors including optimal use of the building designs and compatibility with the other uses of the remaining floor space of the MSB. In gist, while the leasing arrangement is a matter to be dealt with between the Government and displaced brownfield operators, the successful tenderer will be responsible for designing and constructing the GA and the Designated Portion therein for handing over to the Government upon completion.

7. The Expression of Interest exercise conducted by the Government from June to August 2023 has ascertained market interest in the above development model. In the light of the market views collected, we have decided to combine the three sites at Yuen Long Innopark into a single lot of 3.244 ha, the Lot, to provide greater design and management flexibility for the MSB and the GA. Specifically for the latter, the Government notes the market feedback and is receptive to having the GA located on consecutive floors within the MSB, or in a segregated building standing on its own. In November 2023, the Government obtained approval of the Town Planning Board to increase the total gross floor area to 161 500 m² and relax the building height from 8 to 10 storeys to optimise land efficiency for the Lot.

Two-envelope Tender Process

8. For this tender exercise, a two-envelope approach is adopted under which tenderers' proposals will be evaluated on the bases of technical proposals and premium offers separately. In lieu of cash tenders, the Government has decided to adopt the two-envelope approach with higher technical weighting of 70% in order to encourage the market to put forth technical proposals that can optimise the development of the Lot to attain the dual objectives of promoting the development and upgrading of the logistics and/or vehicle repairing and maintenance industries while accommodating displaced brownfield operations in a land efficient manner. In particular, the marking scheme at Annex II to the Tender Notice will reward practicable and innovative proposals that can build an MSB with modern design and use of smart and green technology supporting the future growth of relevant industries. Higher scores will also be given to proposals that can speed up the development and to provide more and better-designed GA and the Designated Portion therein to accommodate displaced brownfield operators. The price weighting is 30%.

9. Each tenderer is required to submit a technical proposal (hereinafter referred to as "Non-Premium Submission") and a premium proposal (hereinafter referred to as "Premium Submission") concurrently but in two separate envelopes following the requirements in the Tender Notice. A marking scheme is used to assess tenders and a weighted scoring system will be applied. The full scores for premium proposal and technical proposal are 30 marks and 70 marks respectively. The tenderer with the highest combined score will normally be awarded the Lot, subject to consideration and decision of the Government's Central Tender Board.

10. When preparing Non-Premium Submission, tenderers may wish to take note of the following:

- (a) Failure to submit any or all of the documents as required in the "Requirements of Non-Premium Submission" set out in Annex I to the Tender Notice may render the Non-Premium Submission non-conforming and not to be considered further; and

- (b) documents that would be of relevance and of which tenderers shall take note of include Chapter 11 on Urban Design Guidelines of the Hong Kong Planning Standards and Guidelines promulgated by the Planning Department and Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineer on the Sustainable Building Design Guidelines (PNAP APP-152) promulgated by the Buildings Department.

11. Tenderers who intend to submit tenders for both the Lot and Hung Shui Kiu Town Lot No. 10 should submit the Non-Premium Submission and Premium Submission for each lot on individual basis and in all respects in accordance with the requirements stated in the respective Tender Notices for the lots. In this connection, tenderers should note that they should indicate in the Premium Submission the number of lots that they are prepared to purchase, if they have submitted tenders for both of the lots. If tenderers submitting tenders for both of the lots intend to purchase only one lot on this occasion, they should indicate in the Premium Submission their preference in respect of the two lots.

12. In view of the need for tenderers to prepare Non-Premium Submission, a relatively longer tender period is allowed.

13. Tenderers should note that, subject to the terms and conditions of the Conditions of Sales, the successful tenderer will be required to develop the Lot in accordance with its Non-Premium Submission to be annexed to the Service Deed to be made between the successful tenderer and the Government.

INFORMATION STATEMENT

Yuen Long Town Lot No. 545

This Information Statement is issued only for the information of prospective purchasers of Yuen Long Town Lot No. 545 (hereinafter referred to as “the Lot”). It shall not form part of the Tender Notice, the Form of Tender and the Conditions of Sale for the Lot (hereinafter referred to as “the Conditions of Sale”) nor shall it be taken into consideration in the interpretation or construction of the Conditions of Sale. Nothing in this Information Statement should be relied on as any representation by the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”).

2. Prospective purchasers of the Lot should note that the Lot may be underlain by cavernous marble. Limited geological information in the form of maps and memoirs is available for the Lot. Copies of such maps and memoirs may be purchased respectively from the Map Sales and Distribution Section, Lands Department, and from Government Publication Centres. Prospective purchasers of the Lot are strongly advised to engage experienced geotechnical engineers to interpret the available geotechnical information, whether limited to the said maps or memoirs or relating to information obtained from sources other than the Government. The attention of prospective purchasers is hereby drawn to the Conditions of Sale of the Lot.

3. Prospective purchasers of the Lot should note that the Lot is to be sold with the benefit of and subject to the planning permission of an application no. A/YL/312 granted by the Town Planning Board under section 16 of the Town Planning Ordinance on 24 November 2023 (hereinafter referred to as “the Permission”) regarding the minor relaxation of the maximum gross floor area and building height restrictions of the Lot. Prospective purchasers of the Lot may inspect the Permission free of charge at the West Development Office, Civil Engineering and Development Department, 9th Floor, Sha Tin Government Offices, 1 Sheung Wo Che Road, Sha Tin, New Territories, Hong Kong. For arrangement of the inspection of the Permission, prospective purchasers of the Lot may contact the following officer of the Civil Engineering and Development Department-

Name:	Mr. YEUNG Chin Ho, Daniel
Title:	Senior Engineer/11 (West)
Telephone Number:	2158 5627
Email Address:	chyeung@cedd.gov.hk

4. Prospective purchasers of the Lot should note Special Condition No. (52) of the Conditions of Sale and also note that the Lot has been identified with potential land contamination. The Contamination Assessment Plan and Environmental Ground Investigation Summary Report for Multi-storey Buildings in Yuen Long Area for Brownfield Operations prepared under Agreement No. CE 3/2016 (CE) (hereinafter referred to as “the Reports”), which contain information on the potential land contamination and preliminary environmental geotechnical investigation results respectively, are available for inspection upon request at the West Development Office, Civil Engineering and Development Department, 9th Floor, Sha Tin Government Offices, 1 Sheung Wo Che Road, Sha Tin, New Territories, Hong Kong. The information contained in the Reports was prepared by Mott MacDonald Hong Kong Limited for the sole and specific use of the Government. Prospective purchasers of the Lot are strongly advised to obtain their own appropriate expert advice prior to the submission of any tender for the Lot. The Government does not guarantee the accuracy or correctness in any way whatsoever of any information or statement given in the Reports. For arrangement of the inspection of the Reports, prospective purchasers of the Lot may contact the following officer of the Civil Engineering and Development Department-

Name: Mr. YEUNG Chin Ho, Daniel
Title: Senior Engineer/11 (West)
Telephone Number: 2158 5627
Email Address: chyeung@cedd.gov.hk

5. Prospective purchasers of the Lot should note that metered parking spaces and a bus terminus are now being managed and maintained by the Transport Department and the Highways Department respectively within the Edged Pecked Purple Area (as defined in Special Condition No. (1) of the Conditions of Sale). Arrangement will be made to cease operation of the said metered parking spaces and bus terminus for possession of the Edged Pecked Purple Area to be given under Special Condition No. (1)(a)(ii) of the Conditions of Sale. The Government shall have no responsibility or liability to remove or demolish all or any of the foundations, buildings, structures and facilities existing on the Edged Pecked Purple Area, whether they are related to the said metered parking spaces and bus terminus or otherwise.

6. Prospective purchasers of the Lot should note Special Condition No. (3)(a) of the Conditions of Sale and also note that there may be some electricity distribution and transmission cables of 132 kilovolts (as referred to in Special Condition No. (3)(a) of the Conditions of Sale) and 11 kilovolts together with the associated cable works, structures, facilities and installations (hereinafter collectively referred to as “the Cables”) below the ground level of the Green Areas and the Green Stippled Black Area (both as defined in Special Condition No. (4) of the Conditions of Sale) and the adjacent or adjoining land, which may encroach onto the Lot. Annexes I and II to this Information Statement showing the approximate locations of the Cables are attached for reference purpose only. The Annexes are prepared by CLP Power Hong Kong Limited and the Government does not guarantee the accuracy or correctness in any way whatsoever of any information contained in the Annexes.

7. The purchaser of the Lot shall observe the Electricity Supply Lines (Protection) Regulation and shall follow the “Code of Practice on Working near Electricity Supply Lines” issued by the Electrical and Mechanical Services Department when carrying out works in the vicinity of the Cables, which can be downloaded from the following website–

www.emsd.gov.hk/en/electricity_safety/new_edition_cop/new_edition_cop_working_near_esl/index.html

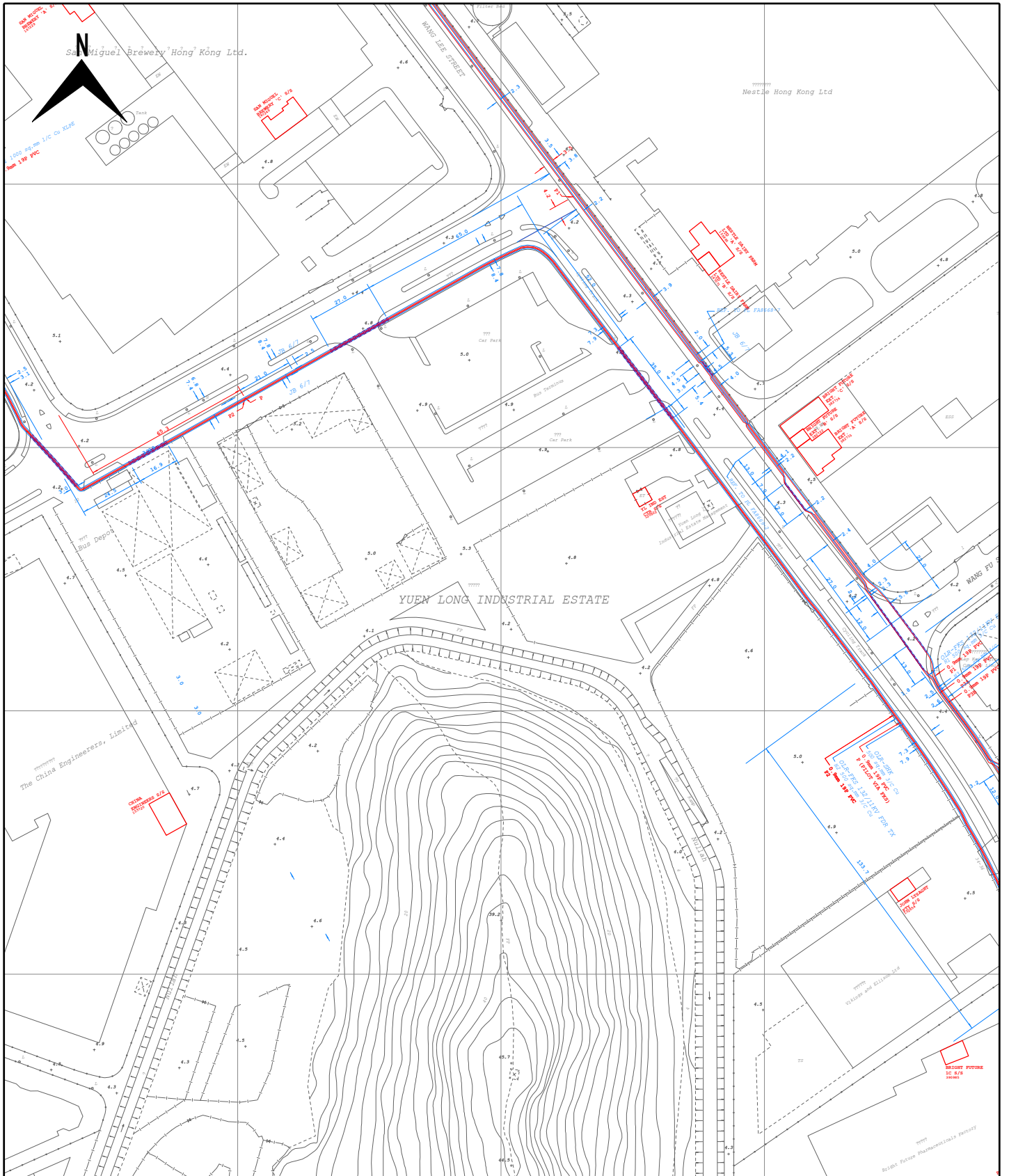
8. The purchaser of the Lot shall consult CLP Power Hong Kong Limited prior to the commencement of any works whatsoever on the Lot, the Green Areas and the Green Stippled Black Area and contact CLP Power Hong Kong Limited for any enquiry and further information relating to the Cables.

9. Prospective purchasers of the Lot should note Special Condition No. (43) of the Conditions of Sale under which upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 7 of the Conditions of Sale) of the Lot or any part thereof, the purchaser of the Lot is required, within such time limit as may be stipulated by the Commissioner for Innovation and Technology (hereinafter referred to as “the CIT”), to submit to the CIT or his authorized representative for his written approval a vibration impact assessment (hereinafter referred to as “the VIA”) on the development or redevelopment of the Lot (excluding the Pink Hatched Blue Area as defined in Special Condition No. (8) of the Conditions of Sale) or any part thereof containing, among others, such information and particulars as the CIT or his authorized representative may require to demonstrate that the vibration arising from the piling works transmissible to the nearest point at the ground level of the Micro-electronics Centre Production Block at the approximate location marked “PROPOSED MICRO-ELECTRONICS

CENTRE PRODUCTION BLOCK” on the plan annexed to the Conditions of Sale from the Lot (excluding the Pink Hatched Blue Area) will not exceed 0.1 millimetre per second at any time.

10. Prospective purchasers of the Lot should note that no piling works for development or redevelopment of the Lot shall be commenced on the Lot (excluding the Pink Hatched Blue Area) or any part thereof until the VIA, the Vibration Mitigation Measures (as defined in Special Condition No. (43)(a) of the Conditions of Sale) and the Piling Plan (as defined in Special Condition No. (43)(c) of the Conditions of Sale) shall have been approved in writing by the CIT or his authorized representative. The purchaser of the Lot shall adopt a construction method for foundation works which will minimize the vibration impact.

11. Prospective purchasers of the Lot should note that at present there is an electricity substation with related appliances belonging to CLP Power Hong Kong Limited and a structure existing within the Lot (hereinafter collectively referred to as “the Existing Structures”) with their approximate locations indicated on the sketch plan annexed to this Information Statement as Annex III. The Existing Structures will be demolished and removed before delivery of possession of the Lot to the purchaser pursuant to Special Condition No. (1)(a)(i) of the Conditions of Sale.



ALL LOCATIONS, MEASUREMENTS, DIMENSIONS AND DISTANCES ARE FOR CLP POWER INTERNAL USE ONLY. THEY SHOULD NOT BE SCALED AND ASSUMED ACCURATE. CLP POWER ACCEPTS NO RESPONSIBILITY IN THE EVENT OF ANY INACCURACY. EXTREME CARE MUST BE EXERCISED WHEN WORKING IN CLOSE PROXIMITY TO OUR EQUIPMENT. PLEASE CONTACT OUR REGIONAL OFFICE AS SOON AS YOU ARE READY TO COMMENCE WORK.

MAP NO: 132kV Map
06NW04B

SCALE: 1:2000

PRINTED ON: 07-11-2023

Legend

- | | |
|--|--|
| IN SERVICE UNDERGROUND TRANSMISSION CABLE, SUBMARINE CABLE | CAP, CU SLEEVE, FREEZING POINT & SERVING REPAIR OF CABLE |
| NOT IN SERVICE UNDERGROUND TRANSMISSION CABLE | TRAN. JOINT INSIDE S/S |
| TRANSMISSION CABLE THROUGH DUCT | PILOT PMB INSIDE S/S |
| CABLE JOINT & CABLE REPAIR JOINT | PILOT JUNCTION BOX IN M/H |
| IN SERVICE UNDERGROUND PILOT CABLE | CABLE TERMINATION INSIDE S/S |
| NOT IN SERVICE UNDERGROUND PILOT CABLE | SUBSTATION |
| PILOT CABLE THROUGH DUCT | CABLE BRIDGE, TUNNEL, TROUGH, CHAMBER |
| PILOT JOINT | CLP CABLE MANHOLE |
| FIBRE OPTIC | |
| FIBRE OPTIC JOINT AND TERMINATION | |



ALL LOCATIONS, MEASUREMENTS, DIMENSIONS AND DISTANCES ARE FOR CLP POWER INTERNAL USE ONLY. THEY SHOULD NOT BE SCALED AND ASSUMED ACCURATE. CLP POWER ACCEPTS NO RESPONSIBILITY IN THE EVENT OF ANY INACCURACY. EXTREME CARE MUST BE EXERCISED WHEN WORKING IN CLOSE PROXIMITY TO OUR EQUIPMENT. PLEASE CONTACT OUR REGIONAL OFFICE AS SOON AS YOU ARE READY TO COMMENCE WORK.

MAP NO: 11kV Map
06NW04B

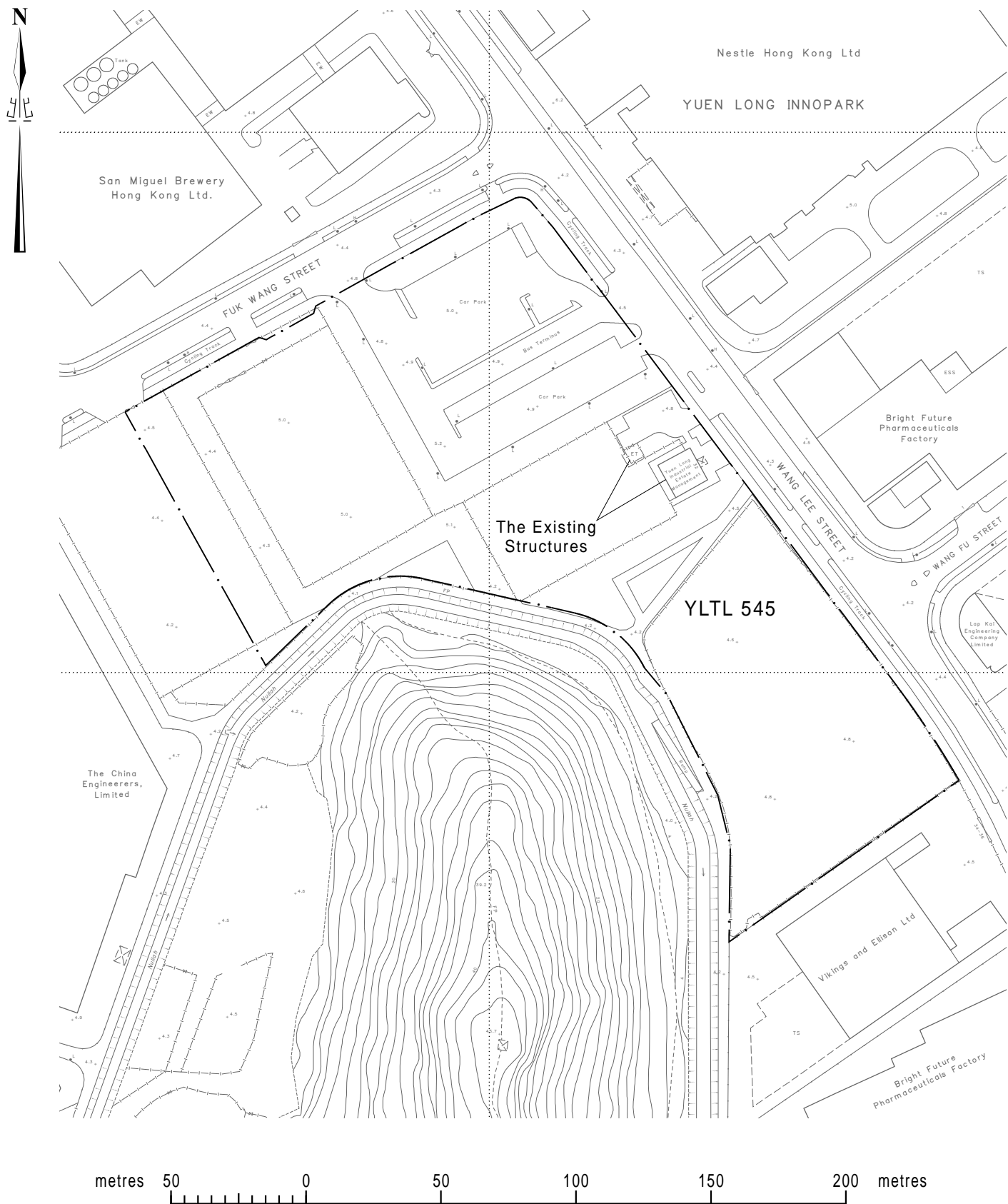
SCALE: 1:2000

PRINTED ON: 07-11-2023

Legend

- | | |
|---|--------------------------|
| — IN SERVICE UNDERGROUND 11kV CABLE | ● CABLE JOINT |
| - - - NOT IN SERVICE UNDERGROUND 11kV CABLE | □ SUBSTATION |
| — SUB — IN SERVICE SUBMARINE 11kV CABLE | ○ POLE UPTAKE |
| - - - SUB - - - NOT IN SERVICE SUBMARINE 11kV CABLE | ○ STEEL POLE |
| — CABLE THROUGH DUCT | ○ WOOD POLE |
| Shallow Depth | ▲ POLE MOUNT TRANSFORMER |
| — SHALLOW COVER INSTALLATION | ⋈ POLE MOUNT FUSE |
| — IN SERVICE UNDERGROUND PILOT CABLE | |
| - - - NOT IN SERVICE UNDERGROUND PILOT CABLE | |
| — PILOT CABLE THROUGH DUCT | |
| — ISOLATOR | |

APPROXIMATE LOCATION OF THE EXISTING STRUCTURES



FOR IDENTIFICATION PURPOSES ONLY

File No. LD LS/DSPL/MSB/YL, LD DSO/YL/W/710/2023

Survey Sheet No. 6-NW-4B

Layout Plan No. -----

Reference Plan No. -----

PLAN No. YLM11330

 Land Supply Section
Lands Department

Plan Prepared by District Survey Office, Yuen Long

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Date : 28/02/2024

TENDER NOTICE

The Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”) invites tenders by way of a two-envelope approach described below for the grant of the lot of land described in the Particulars of the Lot hereunder for a term of fifty years commencing from the date of the Memorandum of Agreement at a rent specified in the Particulars of the Lot hereunder and subject to the General and Special Conditions of Sale annexed hereto (hereinafter referred to as “the Conditions of Sale”) and the Service Deed referred to in paragraph 12 of the Tender Notice together with its schedules and annexes (hereinafter collectively referred to as “the Service Deed”) and delivery of the performance guarantee (hereinafter referred to as “Performance Guarantee”) and the bank bond (hereinafter referred to as “Bank Bond”) both referred to in paragraph 13 of this Tender Notice. This Tender Notice, together with the Conditions of Sale, the Memorandum of Agreement and the Service Deed, in their original forms as annexed hereto, are hereinafter collectively referred to as the “Tender Documents”. Terms and expressions used and not otherwise defined in this Tender Notice but which are defined in the Conditions of Sale or the Service Deed shall have the respective meanings ascribed to them therein.

PARTICULARS OF THE LOT

Registry No.	Location	Site	Area in square metres	Rent
Yuen Long Town Lot No. 545	Fuk Wang Street and Wang Lee Street, Yuen Long, New Territories	As delineated and shown coloured pink, pink hatched blue and pink stippled black on the plan annexed hereto	32,440 (about)	An annual rent of an amount equal to 3% of the rateable value from time to time of the lot, subject to General Condition No. 4 of the Conditions of Sale

2. Tenderers should note that the tenders submitted will be assessed in accordance with the Marking Scheme at Annex II hereto (hereinafter referred to as “the Marking Scheme”). Tenderers should also note that a tender may not be considered further if any document as required in the “Requirements of Non-Premium Submission” at Annex I hereto has not been submitted in the Non-Premium Submission (as defined in paragraph 3(a)(i) below) of the tender. The Government does not bind itself to accept the tender with the highest combined score calculated according to paragraph 1.2(d) of the Marking Scheme or any tender submitted. The Government reserves the right to negotiate with any tenderer about the terms of the offer.

3. Tenders must be-

- (a) made in two separate sealed envelopes, with their outside not bearing any indication which may relate the tender to tenderers, in the following manner:
 - (i) one envelope (subject to paragraph 4 below), clearly marked on the outside of the envelope “Tender for Yuen Long Town Lot No. 545 : Non-Premium Submission” and enclosing the Form of Tender (Non-Premium Submission) (which should be in DUPLICATE and in the form annexed hereto, but without any indication of the premium) and the cheque or cashier’s order referred to in paragraph 8 below together with 20 copies of the documents referred to in (1) to (3) under the first paragraph of the “Requirements of Non-Premium Submission”

at Annex I hereto (the said Form of Tender (Non-Premium Submission), the said cheque or cashier's order and the said documents are hereinafter referred to as "the Non-Premium Submission"); and

- (ii) the other envelope clearly marked on the outside of the envelope "Tender for Yuen Long Town Lot No. 545 : Premium Submission" and enclosing the Form of Tender (Premium Submission) (which should be in DUPLICATE and in the form annexed hereto) (hereinafter referred to as "the Premium Submission");

(b) addressed to the Chairman, Central Tender Board; and

- (c) deposited in the tender box labelled "Government Secretariat Tender Box" (hereinafter referred to as "the Government Secretariat Tender Box") at the Lobby of the Public Entrance on the Ground Floor, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong, before 12 noon on Friday, the 21st day of March, 2025 (the said time is hereinafter referred to as "the Tender Closing Time").

4. If it is not practicable to place all the documents of the Non-Premium Submission in one sealed envelope, then tenderers may place the Non-Premium Submission in separate sealed envelopes, with their outside not bearing any indication which may relate the tender to the tenderer, and each sealed envelope should be clearly marked on the outside with the words "Tender for Yuen Long Town Lot No. 545 : Non-Premium Submission – Part (insert No. of the particular envelope) of No. (insert total No. of envelopes)". Bulky submissions should be wrapped properly and securely tied up when tender is deposited in the Government Secretariat Tender Box.

5. In case a Black Rainstorm Warning Signal or a Tropical Cyclone Warning Signal No. 8 or above or an announcement on "extreme conditions" caused by super typhoon is issued by the Government at any time between 9 a.m. and 12 noon on the 21st day of March, 2025, the Tender Closing Time will be extended to 12 noon on the first working day of the following week and on which no Black Rainstorm Warning Signal or Tropical Cyclone Warning Signal No. 8 or above or announcement on "extreme conditions" caused by super typhoon is issued by the Government at any time between the hours of 9 a.m. and 12 noon. In case the public access to the Government Secretariat Tender Box mentioned in paragraph 3(c) above is blocked or for any reason becomes inaccessible at any time between 9 a.m. and 12 noon on the said date, the Government will announce the extension of the Tender Closing Time until further notice. Where an announcement has been made for the extension of the Tender Closing Time until further notice, upon the removal of the blockage or inaccessibility, the Government will as soon as practicable announce the revised Tender Closing Time. The above announcements will be made via press releases on the website of the Information Services Department (www.info.gov.hk/gia/general/today.htm).

6. Any tender submitted which is not in conformity with the Form of Tender (Premium Submission) or the Form of Tender (Non-Premium Submission) annexed hereto or the terms and conditions as set out in the Tender Notice may be rejected. Late tenders and tenders not deposited in the Government Secretariat Tender Box in accordance with paragraphs 3(c), 4 and 5 above will not be accepted.

7. (a) Notwithstanding anything herein contained to the contrary, the Government reserves the right to seek clarification or request missing information or documents from any tenderer as the Government may at its absolute discretion consider necessary. The tenderer shall, at his own expense within five working days or such other period as specified in the request, submit to the Government such clarification, information or documents. If adequate information or requested documents are not provided as required by the deadline specified in the request, or in the case of clarification, such clarification is not provided or is not acceptable to the Government, the Government may not consider the tender further or may, but is not obliged to, proceed to evaluate the tender on an "as is" basis.

(b) The Government will not consider any clarification, information or document submitted by a tenderer pursuant to paragraph 7(a) above if the Government at its absolute discretion considers that such clarification, information or document would alter the tenderer's tender in substance or give the tenderer an advantage over other tenderers.

8. TENDERERS MUST FORWARD WITH THE NON-PREMIUM SUBMISSION OF THEIR RESPECTIVE TENDER in accordance with paragraph 3(a)(i) above a cheque or cashier's order in a sum of Twenty Million Hong Kong dollars (HK\$20,000,000.00), made payable to "The Government of the Hong Kong Special Administrative Region" and drawn on a bank which is a bank duly licensed under section 16 of the Banking Ordinance. If a cheque is submitted, it must be certified good by the bank on which it is drawn for payment up to the 11th day of July, 2025. All cheques and cashier's orders will be retained uncashed until the Central Tender Board has made its decision on the tenders submitted. If a tender is accepted, the cheque or cashier's order submitted therewith will be treated as an initial deposit (hereinafter referred to as "the Initial Deposit") towards and applied in part payment of the premium tendered. All other cheques and cashier's orders will be returned, within a period of fourteen days of the date specified in paragraph 12 below, to the unsuccessful tenderers at the addresses stated in their tenders.

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

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

(c) After the award of the tender, the identity of the successful tenderer and the unsuccessful tenderers of all of the conforming tenders and their parent companies (if any), the combined score (as referred to in paragraph 1.2(d) in Section 1 of the Marking Scheme) of the successful tenderer, the amount of premium tendered by the successful tenderer and any or all of the documents as referred to in (1), (2) and (3) under the first paragraph of the "Requirements of Non-Premium Submission" at Annex I hereto submitted by the successful tenderer, and the Service Deed executed or to be executed by the successful tenderer may be disclosed by the Government. The Government reserves the right to announce the tender results without the need to seek the prior agreement of the tenderers and their parent companies (if any).

(d) After the signing or execution of the Memorandum of Agreement and the sale plan referred to in paragraph 12 below by the successful tenderer and the signing thereof on behalf of the Government, the combined scores (as referred to in paragraph 1.2(d) in Section 1 of the Marking Scheme) of the unsuccessful tenderers of all of the conforming tenders, the amounts of premium tendered by the unsuccessful tenderers of all of the conforming tenders can, in addition to the information that may have been disclosed under paragraph 9(c) above, be disclosed by the Government, whether in response to public or media enquiries or otherwise, without disclosing the identity of these unsuccessful tenderers at the same time.

(e) By submitting his tender under paragraphs 3, 4 and 5 above, each of the tenderers gives his consent to the disclosure of the information under paragraphs 9(c) and 9(d) above (hereinafter referred to as "the Tender Bids and Scores Information") and accepts and acknowledges that the Government has the right to disclose the Tender Bids and Scores Information.

(f) The Government shall have the absolute discretion to decide whether or not to disclose the Tender Bids and Scores Information. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the tenderers (whether the successful tenderer or any of the unsuccessful tenderers) or any other person

arising whether directly or indirectly out of, in connection with or incidental to the exercise of the Government's right to disclose the Tender Bids and Scores Information, or the use or dissemination of the Tender Bids and Scores Information by members of the public or otherwise, and no claim whatsoever shall be made against the Government in respect of any such loss, damage, nuisance or disturbance.

(g) For the avoidance of doubt, the consent given under paragraph 9(e) above and the provisions in paragraph 9(f) above shall survive and continue to be binding on the successful tenderer and the unsuccessful tenderers after the award of the tender to the successful tenderer and after the signing or execution of the Memorandum of Agreement, the sale plan and the Service Deed referred to in paragraph 12 below by the successful tenderer and the signing thereof on behalf of the Government.

10. Where the successful tenderer referred to in paragraph 12 below is incorporated or established outside Hong Kong, it shall provide to the Government, within fourteen (14) days from the date of notification of award referred to under paragraph 12 below, a legal opinion in English containing the matters set out in Annex VI hereto with regard to the successful tenderer and the Conditions of Sale as well as the Service Deed and, as the Government may require, any additional legal opinion on all or any matters arising from its tender, the Conditions of Sale and the Service Deed before a date to be specified by the Government. The legal opinion, containing the matters set out in Annex VI hereto, and any additional legal opinion, must be issued by a lawyer or a firm of lawyers duly qualified to practise in the place where the successful tenderer is incorporated or established. The legal opinion and any additional legal opinion must be addressed to and issued for the benefit of "The Government of the Hong Kong Special Administrative Region". The legal opinion and any additional legal opinion must also be satisfactory to the Government in all respects.

11. The Government reserves the right at its sole and absolute discretion whether or not to accept all or any parts of a tender. Tenderers must note and accept that, should a tender be accepted by the Government, the Government may, at its sole and absolute discretion, make any of the proposals submitted by the successful tenderer an integral part of the Service Deed, the Memorandum of Agreement and the Conditions of Sale mentioned in paragraphs 12(a) and 12(b) below or any one or more of such documents. The tenderer, by submitting a tender, irrevocably authorizes the Government to amend the Memorandum of Agreement, the Conditions of Sale and the Service Deed as the Government in its sole and absolute discretion considers appropriate for the purpose of incorporating the proposals.

12. If a tender is accepted, the successful tenderer shall be the Purchaser and he will be notified of the acceptance of his tender by a letter posted to him at or delivered to the address stated in his Form of Tender (Premium Submission) not later than the 20th day of June, 2025. In the event that the Initial Deposit is less than 10% of the premium tendered by him, the Purchaser shall, within seven working days of the date of the said letter, pay to the Government in one lump sum a further deposit equivalent to 10% of the premium tendered by him less the Initial Deposit and rounded up to the nearest hundred thousand which shall be applied in part payment of the premium tendered by him. Within fourteen days of the date of the said letter, the Purchaser shall-

- (a) executes as a deed (and in the case of a limited company duly execute under its common seal and in accordance with its Articles of Association or otherwise as required under the laws of the jurisdiction in which it is incorporated or established) the Service Deed in the form of the proforma appearing in Annex III hereto incorporating the tenderer's proposals submitted and as considered appropriate by the Government under paragraph 11 above;
- (b) sign or in the case of a limited company duly execute under its common seal and in accordance with its Articles of Association or otherwise as required under the laws

of the jurisdiction in which it is incorporated or established to the satisfaction of the Director of Lands, the following-

- (i) the Memorandum of Agreement in the form annexed to the Conditions of Sale, with the Conditions of Sale incorporating the tenderer's proposals submitted and as considered appropriate by the Government under paragraph 11 above; and
- (ii) the sale plan annexed hereto;
- (c) submit to the Government a Performance Guarantee and a Bank Bond duly executed by the Performance Guarantor and the bank referred to in paragraph 13(a) below to secure the successful tenderer's performance of its obligations under the terms and conditions of the Service Deed to be executed between the Government and the successful tenderer;
- (d) provide to the Government the legal opinion required under paragraph 10 above where the successful tenderer is incorporated or established outside Hong Kong; and
- (e) provide to the Government the legal opinion required under paragraph 13(b) below, where the performance guarantor accepted by the Government in accordance with paragraph 13(a) below is incorporated or established outside Hong Kong,

and deliver all the above documents duly signed and executed to the Director of Lands.

13. (a) Upon receipt of the notification of award under paragraph 12 above, as security for due performance of the Service Deed, the successful tenderer must within fourteen (14) days of the date of the notification of award procure and submit to the Government a Performance Guarantee in the form set out in Annex IV hereto and a Bank Bond in the form set out in Annex V hereto duly executed respectively by a performance guarantor accepted by the Government and a bank duly licensed under Section 16 of the Banking Ordinance (Cap. 155). In the event that the successful tenderer is an unincorporated partnership, the successful tenderer shall procure and submit to the Government a single Performance Guarantee and a single Bank Bond in accordance with the provisions in this paragraph and covering the obligations of all the partners and participants of the unincorporated partnership. Unless otherwise agreed by the Government, a Performance Guarantee and a Bank Bond not in the form or not on the terms as set out respectively in Annex IV and Annex V hereto will not be accepted by the Government.

(b) Where the proposed performance guarantor is incorporated or established outside Hong Kong, the successful tenderer shall submit to the Government, within fourteen (14) days from the date of notification of award, a legal opinion in English containing the matters set out in Annex VI hereto, with regard to the performance guarantor and the Performance Guarantee and, as the Government may require, any additional legal opinion on all or any matters arising from its proposed performance guarantor or the Performance Guarantee before a date to be specified by the Government. The legal opinion, containing the matters set out in Annex VI hereto, and any additional legal opinion must be issued by a lawyer or a firm of lawyers duly qualified to practise in the place where the proposed performance guarantor is incorporated or established. The legal opinion and any additional legal opinion must be addressed to and issued for the benefit of "The Government of the Hong Kong Special Administrative Region". The legal opinion and any additional legal opinion must also be satisfactory to the Government in all respects.

14. (a) Tenderers and their directors, employees and agents shall not offer any advantage (as defined in the Prevention of Bribery Ordinance) to any employee of the Government or technical advisors of this tender appointed or engaged by the Government as an inducement to or reward for or otherwise on account of such employees' or technical advisors' giving assistance or using influence

in, or having given assistance or used influence in the tender exercise. If a tenderer, any of his directors, employees or agents commits any offence under the said Ordinance in relation to the tender exercise, the Government may invalidate his tender without payment of any compensation. The tenderer will also be liable for all expenses including but not limited to the Government's costs and expenses in the present tender and any subsequent tender(s) arising from or incidental to the invalidation.

(b) Tenderers and their directors, employees and agents shall not communicate to any person other than the Government their premium and non-premium offers (except as permitted under paragraphs 16(d)(ii) to (d)(vii) below), adjust their premium and non-premium offers by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not tender or otherwise collude with any other person in any manner whatsoever in the tendering process until the tender is awarded. If a tenderer, any of his directors, employees or agents is in breach of or fails to comply with this paragraph or is in breach of his warranty given in paragraph 7 of the Form of Tender (Premium Submission) and paragraph 7 of the Form of Tender (Non-Premium Submission), without affecting his liability for such breach or non-compliance, the Government may invalidate his tender without payment of any compensation. The tenderer will also be liable for all expenses including but not limited to the Government's costs and expenses in the present tender and any subsequent tender(s) arising from or incidental to the invalidation.

(c) Paragraph 14(b) above shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with-

- (i) a joint venture partner with whom the tenderer has submitted his tender, and the Government has already been notified as to such joint venture arrangement in his tender;
- (ii) the tenderer's consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy or sub-contracting arrangement;
- (iii) the tenderer's professional advisors, provided that the communications are held in strict confidence and limited to the information required for the advisors to render their professional advice in relation to his tender;
- (iv) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
- (v) banks for the purpose of obtaining financing for the lot and development thereon, provided that the communications are held in strict confidence and limited to the information required to facilitate obtaining of that financing; and
- (vi) any person other than the Government, provided that the Government has given prior written consent to do so.

15. Notwithstanding anything herein contained to the contrary, the Government may cancel this invitation to tender at any time before the Tender Closing Time at the Government's sole and absolute discretion and the Government is not bound to give any reasons for the cancellation. After cancellation of this invitation to tender, if and when the Government considers fit, the Government may re-issue a new invitation to tender on such terms and conditions as the Government thinks fit.

16. The Government reserves the right to disqualify a tenderer on any ground including without limitation, the following-

- (a) if a petition is presented or a proceeding is commenced which has not been withdrawn any time prior to the award of the tender, or an order is made or a resolution is passed for the winding up or bankruptcy of the tenderer;
- (b) if any false, inaccurate or incomplete statement or representation including personal data is contained in the tender or a promise or proposal is made knowingly that the tenderer will not be able to fulfil or deliver such promise or proposal;
- (c) if a claim is made alleging or the Government has grounds to believe that any thing(s), service(s) or material(s) proposed by the tenderer in his tender infringe or will infringe any intellectual property rights of any person; or
- (d) if the tenderer or his directors, employees and agents, after submission of tender and before the award of the tender, communicate with any person any details of his Premium Submission or Non-Premium Submission, other than the following-
 - (i) the Government;
 - (ii) a joint venture partner with whom the tenderer has submitted his tender, and the Government has already been notified as to such joint venture arrangement in his tender;
 - (iii) the tenderer's consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy or sub-contracting arrangement;
 - (iv) the tenderer's professional advisors, provided that the communications are held in strict confidence and limited to the information required for the advisors to render their professional advice in relation to his tender;
 - (v) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
 - (vi) banks for the purpose of obtaining financing for the lot and development thereon, provided that the communications are held in strict confidence and limited to the information required to facilitate obtaining of that financing; and
 - (vii) any person other than the Government, provided that the Government has given prior written consent to do so.

17. The participation of the tenderers in this tender exercise (including but not limited to the preparation or submission of tenders) or any action taken by potential tenderers shall be entirely at their own risk. The Government will not under any circumstances be liable to any of the tenderers or potential tenderers for any costs, expenses, loss or damage whatsoever arising whether directly or indirectly out of or in connection with this invitation for tender irrespective of whether the Government actually proceeds with the grant of the lot or not.

18. Tenderers are required to note that in addition to Yuen Long Town Lot No. 545, another lot, namely Hung Shui Kiu Town Lot No. 10, is also being put up for tender at the same time. Tenders should be submitted for the purchase of Yuen Long Town Lot No. 545 or Hung Shui Kiu Town Lot No. 10 individually.

19. Tenderers are required to note that the Government will only answer questions of a general nature concerning the lot and this tender exercise and will not provide legal or other advice in respect of the Conditions of Sale, the Service Deed, the Performance Guarantee, the Bank Bond or any documents referred to in this Tender Notice (including the Annexes hereto) or any statutory provisions relating to the lot. All enquiries should be directed to Chief Estate Surveyor/Headquarters, Lands Department (Ms. HON Tsui San, Shirley) at Tel. No. 2231 3802 or Fax No. 2116 0764 or email address “YLTL545@landsd.gov.hk”. The Government reserves the right to disclose and disseminate in such format and by such media as the Government may at its absolute discretion think fit the contents of any written enquiries and the answers given in full or in part without the need to seek the prior agreement or consent of the enquirers. Tenderers are advised to keep track of any information released on the Lands Department’s website (www.landsgov.hk/) for the Government’s response to enquiries.

20. It is hereby specifically declared by the Government that any statement, whether oral or written, made and any action taken by any Government officer in response to any enquiry made by a prospective tenderer or in respect of any disclosure of the contents of these enquiries and the answers given shall be for guidance and reference purposes only. Any statement or disclosure shall not be deemed to form part of this Tender Notice and any such statement, disclosure or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Notice or the Conditions of Sale. The Government will not accept any liability in respect of the adequacy, accuracy and completeness of or otherwise arising whether directly or indirectly out of or in relation to any statement, disclosure or action taken by the Government or its officers.

21. Notwithstanding anything to the contrary in this Tender Notice or the Conditions of Sale, the Government reserves the right to disqualify a tenderer on the ground that the tenderer or its parent company (in case the tender is submitted by a subsidiary company) or his principal (in case the tender is submitted by an agent) has engaged, is engaging, or is reasonably believed to have engaged or be engaging in any acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the disqualification is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.

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

FORM OF TENDER (Non-Premium Submission)

Tender for the grant of Yuen Long Town Lot No. 545 for a term of fifty years commencing from the date of the Memorandum of Agreement annexed to the Tender Notice (hereinafter referred to as “the Term”) at the rent specified in the Particulars of the Lot in the Tender Notice and subject to the General and Special Conditions of Sale annexed to the Tender Notice (hereinafter referred to as “the Conditions of Sale”) and the Service Deed.

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

I/We
having read the foregoing Tender Notice, the Conditions of Sale and examined the plans therein referred to, hereby offer to purchase the above-mentioned lot at the premium set out in the Form of Tender (Premium Submission) submitted by me/us for the Term in accordance with paragraphs 3(a)(ii) and 5 of the Tender Notice and develop the above-mentioned lot in accordance with my/our Non-Premium Submission submitted herewith in accordance with paragraphs 3(a)(i), 4, and 5 of the Tender Notice during the Term and upon the terms and conditions set forth in the Tender Notice, the Conditions of Sale and the Service Deed. For the avoidance of doubt, this Form of Tender (Non-Premium Submission) and my/our said Form of Tender (Premium Submission) together form and constitute my/our tender offer to purchase the above-mentioned lot.

2. If this tender is accepted, then until the Memorandum of Agreement, the sale plan referred to in paragraph 12 of the Tender Notice and the Service Deed are signed or executed, this tender together with the written acceptance thereof shall constitute a binding agreement between me/us and the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”).

3. A cheque certified good for payment up to the 11th day of July, 2025 by the bank on which it is drawn/A cashier’s order made payable to “The Government of the Hong Kong Special Administrative Region” for HK\$20,000,000.00 is forwarded herewith as an initial deposit, which shall be applied in part payment of the premium for the lot as provided in the Conditions of Sale, if my/our tender is accepted.

4. If my/our tender is accepted, I/we will pay a further deposit (if required) and the balance of premium in the manner and within the time limit stated in paragraph 12 of the Tender Notice and General Condition No. 2 of the Conditions of Sale respectively and I/we shall execute the Memorandum of Agreement in the form annexed to the Conditions of Sale and the sale plan annexed hereto and the Service Deed in accordance with paragraph 12 of the Tender Notice and procure and submit to the Government the Performance Guarantee and the Bank Bond in accordance with paragraph 13 of the Tender Notice.

5. I/We agree that by submitting my/our tender, I/we consent to the disclosure by the Government of the information referred to in paragraphs 9(c) and 9(d) of the Tender Notice (hereinafter referred to as “the Tender Bids and Scores Information”).

6. I/We accept and acknowledge that-

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

- (b) the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by me/us or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise of the Government's right to disclose the Tender Bids and Scores Information, or the use or dissemination of the Tender Bids and Scores Information by members of the public or otherwise, and that no claim whatsoever shall be made against the Government by me/us in respect of any such loss, damage, nuisance or disturbance; and
- (c) for the avoidance of doubt, my/our consent given under paragraph 5 above and the acceptance and acknowledgement under sub-paragraphs (a) and (b) above shall survive and continue to be binding on me/us, whether as the successful tenderer or the unsuccessful tenderer, after the award of the tender to the successful tenderer and after the signing or execution of the Memorandum of Agreement, the sale plan and the Service Deed referred to in paragraph 12 of the Tender Notice by the Purchaser and the signing thereof on behalf of the Government.

7. I/We warrant that-

- (a) up to the date hereof, other than as provided under paragraph 8 below, I/we and my/our directors, employees and agents had not-
 - (i) communicated to any person my/our premium or non-premium offer;
 - (ii) adjusted my/our premium or non-premium offer by arrangement with any person;
 - (iii) made any arrangement with any person about whether or not I/we or that other person should or should not tender; or
 - (iv) otherwise colluded with any person in any manner whatsoever; and
- (b) at any time hereinafter until the tender is awarded, other than as provided under paragraph 8 below, I/we and my/our directors, employees and agents will not-
 - (i) communicate to any person other than the Government my/our premium or non-premium offer;
 - (ii) adjust my/our premium or non-premium offer by arrangement with any person;
 - (iii) make any arrangement with any person about whether or not I/we or that other person should or should not tender; or
 - (iv) otherwise collude with any person in any manner whatsoever.

8. Paragraphs 7(a) and 7(b) above shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with-

- (a) a joint venture partner with whom I/we have submitted my/our tender, and such joint venture arrangement has already been notified to the Government in my/our tender;
- (b) my/our consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy or sub-contracting arrangement;

- (c) my/our professional advisors, provided that the communications are held in strict confidence and limited to the information required for the advisors to render their professional advice in relation to my/our tender;
- (d) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
- (e) banks for the purpose of obtaining financing for the lot and development thereon, provided that the communications are held in strict confidence and limited to the information required to facilitate obtaining of that financing; and
- (f) any person other than the Government, provided that the Government has given prior written consent to do so.

Dated the _____ day of _____, 20____.

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

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

Address of tenderer in block letters

Telephone number Facsimile number

Particulars of parent company (if appropriate):

Name in block letters

Address in block letters

Name of contact person(s)

Telephone number Facsimile number

- Notes:*
- (1) If the tender is made by one or more parties who intend to develop the lot as a joint venture, then the tender must be signed by each of the joint venture partners.
 - (2) Tenders will not be considered unless they are accompanied by an initial deposit in the amount specified in paragraph 8 of the Tender Notice.

FORM OF TENDER (Premium Submission)

Tender for the grant of Yuen Long Town Lot No. 545 for a term of fifty years commencing from the date of the Memorandum of Agreement annexed to the Tender Notice (hereinafter referred to as “the Term”) at the rent specified in the Particulars of the Lot in the Tender Notice and subject to the General and Special Conditions of Sale annexed to the Tender Notice (hereinafter referred to as “the Conditions of Sale”) and the Service Deed.

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

I/We
having read the foregoing Tender Notice, the Conditions of Sale and examined the plans therein referred to, hereby offer to purchase the above-mentioned lot at a premium of
..... Hong Kong dollars (HK\$)
for the Term and develop the above-mentioned lot in accordance with my/our Non-Premium Submission submitted in accordance with paragraphs 3(a)(i), 4 and 5 of the Tender Notice during the Term and upon the terms and conditions set forth in the Tender Notice, the Conditions of Sale and the Service Deed. For the avoidance of doubt, this Form of Tender (Premium Submission) and my/our Form of Tender (Non-Premium Submission) together form and constitute my/our tender offer to purchase the above-mentioned lot.

2. If this tender is accepted, then until the Memorandum of Agreement and the sale plan referred to in paragraph 12 of the Tender Notice and the Service Deed are signed or executed, this tender together with the written acceptance thereof shall constitute a binding agreement between me/us and the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”).

3. A cheque certified good for payment up to the 11th day of July, 2025 by the bank on which it is drawn/A cashier’s order made payable to “The Government of the Hong Kong Special Administrative Region” for HK\$20,000,000.00 is forwarded with my/our Form of Tender (Non-Premium Submission) as an initial deposit, which shall be applied in part payment of the premium for the lot as provided in the Conditions of Sale, if my/our tender is accepted.

4. (a) If my/our tender is accepted, I/we will pay a further deposit (if required) and the balance of premium in the manner and within the time limit stated in paragraph 12 of the Tender Notice and General Condition No. 2 of the Conditions of Sale respectively and I/we shall execute the Memorandum of Agreement in the form annexed to the Conditions of Sale and the sale plan annexed hereto and the Service Deed in accordance with paragraph 12 of the Tender Notice and procure and submit to the Government the Performance Guarantee and the Bank Bond in accordance with paragraph 13 of the Tender Notice.

(b) I/We have also submitted a separate tender for the grant of Hung Shui Kiu Town Lot No. 10 (Please tick (“√”) the relevant box (“□”) as applicable)-

No

Yes, and I/we intend to purchase **both** Yuen Long Town Lot No. 545 and Hung Shui Kiu Town Lot No. 10 on this occasion. In this premises, I/we accept and

acknowledge that the Government may award any one or both of the tenders submitted by me/us.

- Yes, and I/we intend to purchase **one** lot only (that is either Yuen Long Town Lot No. 545 or Hung Shui Kiu Town Lot No. 10) on this occasion. In this premises, I/we accept and acknowledge that the Government may award any of the tenders submitted by me/us on the basis of not exceeding **one** lot will be awarded to me/us. In this event, the lot that I/we prefer to be awarded is as follows:-

Lot Number	Preferred Lot (Please tick (“√”) the relevant box (“ <input type="checkbox"/> ”) as applicable)
(i) Yuen Long Town Lot No. 545	<input type="checkbox"/>
(ii) Hung Shui Kiu Town Lot No. 10	<input type="checkbox"/>

I/We also accept, acknowledge and confirm that in the event that the tender for my/our preferred lot as specified above is accepted or has been awarded to me/us by the Government, the tender submitted by me/us for the other lot shall be deemed to be withdrawn by me/us.

Notwithstanding anything provided to the contrary herein, irrespective of whether I/we intend to purchase both Yuen Long Town Lot No. 545 and Hung Shui Kiu Town Lot No. 10 or either of them, I/we accept and acknowledge that the Government is not bound to accept the tender with the highest combined scores calculated according to paragraph 1.2(d) in Section 1 of the Marking Scheme or any tender submitted and has the sole and absolute discretion whether or not to accept all or any parts of the tenders submitted by tenderers.

5. I/We agree that by submitting my/our tender, I/we consent to the disclosure by the Government of the information referred to in paragraphs 9(c) and 9(d) of the Tender Notice (hereinafter referred to as “the Tender Bids and Scores Information”).

6. I/We accept and acknowledge that-

- (a) the Government has the absolute discretion to decide whether or not to disclose the Tender Bids and Scores Information;
- (b) the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by me/us or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise of the Government’s right to disclose the Tender Bids and Scores Information, or the use or dissemination of the Tender Bids and Scores Information by members of the public or otherwise, and that no claim whatsoever shall be made against the Government by me/us in respect of any such loss, damage, nuisance or disturbance; and
- (c) for the avoidance of doubt, my/our consent given under paragraph 5 above and the acceptance and acknowledgement under sub-paragraphs (a) and (b) above shall survive and continue to be binding on me/us, whether as the successful tenderer or the unsuccessful tenderer, after the award of the tender to the successful tenderer and after the signing or execution of the Memorandum of Agreement and the sale plan and the

Service Deed referred to in paragraph 12 of the Tender Notice by the Purchaser and the signing thereof on behalf of the Government.

7. I/We warrant that-

- (a) up to the date hereof, other than as provided under paragraph 8 below, I/we and my/our directors, employees and agents had not-
 - (i) communicated to any person my/our premium or non-premium offer;
 - (ii) adjusted my/our premium or non-premium offer by arrangement with any person;
 - (iii) made any arrangement with any person about whether or not I/we or that other person should or should not tender; or
 - (iv) otherwise colluded with any person in any manner whatsoever; and
- (b) at any time hereinafter until the tender is awarded, other than as provided under paragraph 8 below, I/we and my/our directors, employees and agents will not-
 - (i) communicate to any person other than the Government my/our premium or non-premium offer;
 - (ii) adjust my/our premium or non-premium offer by arrangement with any person;
 - (iii) make any arrangement with any person about whether or not I/we or that other person should or should not tender; or
 - (iv) otherwise collude with any person in any manner whatsoever.

8. Paragraphs 7(a) and 7(b) above shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with-

- (a) a joint venture partner with whom I/we have submitted my/our tender, and such joint venture arrangement has already been notified to the Government in my/our tender;
- (b) my/our consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy or sub-contracting arrangement;
- (c) my/our professional advisors, provided that the communications are held in strict confidence and limited to the information required for the advisors to render their professional advice in relation to my/our tender;
- (d) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
- (e) banks for the purpose of obtaining financing for the lot and development thereon, provided that the communications are held in strict confidence and limited to the information required to facilitate obtaining of that financing; and

- (f) any person other than the Government, provided that the Government has given prior written consent to do so.

Dated the _____ day of _____, 20____.

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

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

Address of tenderer in block letters

.....

Telephone number Facsimile number

Particulars of parent company (if appropriate):

Name in block letters

Address in block letters

.....

Name of contact person(s)

Telephone number Facsimile number

- Notes:* (1) If the tender is made by one or more parties who intend to develop the lot as a joint venture, then the tender must be signed by each of the joint venture partners.
- (2) Tenders will not be considered unless they are accompanied by an initial deposit in the amount specified in paragraph 8 of the Tender Notice.

Requirements of Non-Premium Submission

Tender for Yuen Long Town Lot No. 545 (“the Lot”)

Tenderers must submit the following documents in their Non-Premium Submission. Failure to provide any of the documents may render the tenders not passing Stage 1 Assessment – Completeness Checking of Non-Premium Submission (as set out in Section 1 of Annex II to the Tender Notice) and not to be considered further. Tenderers should demonstrate clearly in the following documents and the information contained therein how the conditions set out in the Conditions of Sale and Tender Notice (including the annexes) are proposed to be met and how the Assessment Criteria and their corresponding considerations (as set out in Section 3 of Annex II to the Tender Notice) have been addressed to facilitate the Government’s assessment of the Non-Premium Submissions under Stage 2 Assessment – Technical Assessment:

- (1) (a) Concept plan(s) in the scale of 1:500 showing the disposition and form of the Government Accommodation (“GA”) and the alignment and width of access road(s) to the GA;
- (b) Concept or layout plan(s) and/or schedule(s) setting out the proposed design of the GA and its ancillary facilities, including the location of the GA (whether it is located within the multi-storey building(s) with the remaining portion to be owned by the purchaser or in a segregated building standing on its own), the number of storeys (including level(s) of basement, if any) and their respective gross floor areas, headroom and floor loading, number of ancillary loading/unloading and parking spaces, arrangement of vehicular and pedestrian access etc. The plan(s) and/or schedule(s) submitted shall form the basis of submission of the plans of the GA for written approval by the Secretary for Development under Special Condition No. (17) of the Conditions of Sale;
- (2) A schedule for the proposed development indicating the sequence and manner of various activities with relevant timescales the tenderer would take to complete the proposed development on the Lot in compliance with the Conditions of Sale and the Service Deed, including the programme to deliver the GA;
- (3) (a) A completed Form of Tenderer’s Proposal – Building Covenant Period (Appendix A to Annex II to the Tender Notice); and
- (b) A completed Form of Tenderer’s Proposal – Gross Floor Area for the Designated Portion of the Government Accommodation (Appendix B to Annex II to the Tender Notice).

Marking Scheme

Tender for Yuen Long Town Lot No. 545 (“the Lot”)

Section 1

1.1 The Government will use this Marking Scheme to consider tenders received. Tenders will score marks on the basis of the merits of their-

- (a) technical proposals as set out in the Non-Premium Submission; and
- (b) premium offer as set out in the Premium Submission.

1.2 The tender evaluation procedure includes the following four stages-

(a) *Stage 1 Assessment – Completeness Checking of Non-Premium Submission*

Each Non-Premium Submission will be checked to see whether all the documents as required in Requirements of Non-Premium Submission at Annex I to this Tender Notice have been submitted. A tender may not be considered further if any document as required in Requirements of Non-Premium Submission at Annex I to this Tender Notice has not been submitted in the Non-Premium Submission.

(b) *Stage 2 Assessment – Technical Assessment*

Each Non-Premium Submission which has passed Stage 1 Assessment will be assessed according to the assessment criteria as set out in Section 3 of this Marking Scheme. Stage 2 Assessment will be conducted by an assessment panel set up under the Development Bureau (“Assessment Panel”). The overall technical mark of the Non-Premium Submission will be the sum of marks awarded under all the assessment criteria in Section 3 of this Marking Scheme. The overall technical score will carry a weighting of 70%. Upon completion of Stage 2 Assessment, a weighted technical score for each tender which has passed Stage 1 Assessment will be calculated as follows –

$\begin{array}{l} \text{Weighted} \\ \text{technical} \\ \text{score} \end{array} = 70 \times \frac{\text{Overall technical score of tender being considered}}{\text{Highest overall technical score among all conforming tenders}}$
--

(c) *Stage 3 Assessment – Premium Submission Assessment*

Each tender that has passed Stage 2 Assessment will be checked to see whether the Premium Submission has complied with all requirements as set out in paragraph 3(a)(ii) of the Tender Notice. A tender that has passed Stage 2 Assessment will not be considered further if the Premium Submission has not complied with all the requirements.

Each tender that has passed the said checking will proceed to Stage 3 Assessment, which is to calculate the weighted land premium score based on the land premium offered for

the grant of the Lot, to be conducted by the Assessment Panel. The land premium score will carry a weighting of 30%. Upon completion of Stage 3 Assessment, the weighted land premium score for each tender will be calculated as follows –

$$\text{Weighted land premium score} = 30 \times \frac{\text{Land premium offer of tender being considered}}{\text{Highest land premium offer among all conforming tenders}}$$

(d) Stage 4 Assessment – Calculation of Combined Score

On completion of Stage 3 Assessment, the weighted technical score and weighted land premium score of each conforming tender will be added together to give the combined score of the tender according to the following formula –

$$\text{Combined score (max 100)} = \text{weighted technical score (max 70)} + \text{weighted land premium score (max 30)}$$

- 1.3 Without prejudice to the rights and powers of the Government, unless it is not in the public interest to do so, the tender with the highest combined score will normally be recommended for the award of the Lot. Nevertheless, the Government does not bind itself to accept the tender with the highest combined score or any tender submitted. For example, the Government may reject the tender with the highest combined score which in the opinion of the Government is unreasonable in terms of price.
- 1.4 All calculations of scores will be rounded to the nearest 2 decimal places at each stage of tender evaluation. In other words, figures with value at the third decimal place larger than or equal to 0.005 will be rounded up by adding 0.01 to the figures and curtailing the third decimal place onward, whereas figures with value at the third decimal place below 0.005 will be rounded down by curtailing the third decimal place onward without changing the value at the second decimal place.

Section 2 – Completeness Checking of Non-Premium Submission

- 2.1 A tenderer shall submit the documents set out in Annex I to this Tender Notice to provide evidence for and/or illustrate the proposals in the Non-Premium Submission. Tenderers who fail to submit the documents set out in Annex I to the Tender Notice may be disqualified and their tenders may not be further considered.
- 2.2 In the event that the proposals in the Non-Premium Submission are not accompanied by any or all of the required documents, the Government reserves the right to decide in its absolute discretion whether to request the missing document(s) and whether the tender may be considered further. If the Government decides to consider such tenders, the tenderers shall on request submit all or any documents to the Government within such time limit as it may specify.

Section 3 – Assessment Criteria of Stage 2 Assessment

3.1 At Stage 2 Assessment, marks will be given in accordance with the information provided in the Non-Premium Submission and any other information submitted in accordance with this Tender Notice.

The tenderer shall submit documentary evidence to substantiate, as far as possible, the information provided or claimed to be provided. The Government reserves the rights to request at any time the tenderer(s) to provide supplementary information/evidence further to the initial submission made by the tenderer(s). Any information which is not supported with documentary evidence to the satisfaction of the Government will not be considered and will be disregarded during the assessment of the Non-Premium Submission.

The overview of the technical assessment is as follows-

Section	Criteria	Assessment item	Maximum score	Passing mark
3A Overall development	(1)	Compressed building covenant period	10	-
3B Initiatives relating to Government Accommodation (“GA”)	(2)	Provision of the Designated Portion of the GA beyond 30%	5	-
	(3)	Design and layout of GA and ancillary facilities	20	10
	(4)	Assistance to brownfield operations in GA portion	20	
3C Initiatives to promote the development of industries	(5)	Experience in developing and/or operating multi-storey buildings for modern industries (“MSBs”)	15	-
	(6)	Pro-innovation proposals	20	-
	(7)	Proposals to improve environmental protection, social responsibility or governance (“ESG”)	10	-
Total maximum score			100	

The maximum score for sections 3A, 3B and 3C are 10, 45 and 45 respectively. Any tender with non-premium proposals that fails to meet the passing mark out of the total maximum scores of 40 under criteria (3) and (4) will not be further considered.

Section 3A – Overall development

3.2 Criterion (1) – Compressed building covenant period

The maximum score is 10. The tenderer must set out the proposed building covenant period under Special Condition No. (9) of the Conditions of Sale (i.e. number of months between the date of signing or execution of the Memorandum of Agreement and the date of an occupation permit under the Buildings Ordinance issued by the Building Authority) in column 2 of the table in Appendix A of this Marking Scheme. A building covenant period of not more than

60 calendar months is set for the Lot. This criterion seeks to encourage a schedule of development that is realistic and robust, while showing a good understanding of the nature of the project in providing the floor space needed to promote development of the logistics and/or vehicle repair and maintenance industries and accommodate brownfield operations displaced by Government projects expeditiously, based on the scoring scenarios below:

	Duration between the date of signing or execution of the Memorandum of Agreement and the date of an occupation permit under the Buildings Ordinance issued by the Building Authority	Marks
(i)	58 calendar months or more but less than or equal to 60 calendar months	0
(ii)	55 calendar months or more but less than 58 calendar months	2
(iii)	53 calendar months or more but less than 55 calendar months	4
(iv)	50 calendar months or more but less than 53 calendar months	6
(v)	48 calendar months or more but less than 50 calendar months	8
(vi)	Less than 48 calendar months	10

Note: The duration proposed should be an integer. Taking into account the importance of practicality of this component, a proposed building covenant period of 42 calendar months or less will be given no marks under this criterion. A proposed building covenant period of more than 60 calendar months does not comply with the Conditions of Sale and the tender will not be further considered. The building covenant period as set out in Column 2 of the table in Appendix A by the tenderer shall be incorporated into and form part of Special Conditions Nos. (4)(a)(i), (4)(a)(iii)(I), (9), (16)(a)(i), (37)(a)(ii), (39)(a)(i), (40)(a)(i) and (51)(a) of the Conditions of Sale upon acceptance of the tender submitted by him by the Government and the table will be annexed to the Conditions of Sale upon signing or execution of the Memorandum of Agreement.

Section 3B – Initiatives relating to GA

3.3 With the New Territories undergoing large-scale development, land occupiers currently running business activities (including logistics, low-density storage, recycling facilities, vehicle repairing and parking, rural workshops, etc.) therein are/will be displaced. As these business operations (commonly referred to as “brownfield operations”) contribute positively to Hong Kong’s economy and job market, there is a need to facilitate their relocation. With the development of MSBs, we see room to tap on the opportunity to provide the needed floor space for accommodating some of the displaced brownfield operations and further encourage their development and upgrading. The following criteria are devised with a view to recognising the non-premium contribution of the tenderers in helping to achieve the policy objective of enabling the relocation of brownfield operations to a more land-efficient and sustainable multi-storey setting.

3.4 Criterion (2) – Provision of the Designated Portion of GA beyond 30%

The maximum score is 5. The tenderer is required to hand over no less than 30% of the maximum gross floor area (“GFA”) permitted on the Lot to the Government in the form of a GA for accommodating brownfield operations displaced by Government projects (“the Designated Portion”). This criterion seeks to encourage further increase in GFA for the Designated Portion of GA under Special Condition No. (16)(a)(i)(I) of the Conditions of Sale for the said purpose. The tenderer must set out the minimum GFA for the provision of the

Designated Portion of GA in column 2 of the table in Appendix B of this Marking Scheme. Under this criterion, the GFA for the Designated Portion of GA proposed by the tenderers will be assessed and given a score, based on the scoring scenarios below-

	GFA allocated as the Designated Portion of GA	Marks
(i)	48,450 square metres	0
(ii)	More than 48,450 square metres but less than or equal to 51,680 square metres	1
(iii)	More than 51,680 square metres but less than or equal to 54,910 square metres	2
(iv)	More than 54,910 square metres but less than or equal to 58,140 square metres	3
(v)	More than 58,140 square metres but less than or equal to 61,370 square metres	4
(vi)	More than 61,370 square metres	5

Note: The GFA should be an integer. A proposal to allocate GFA of less than 48,450 square metres for the Designated Portion of GA does not comply with the Conditions of Sale and the tender will not be further considered. The minimum GFA for the provision of the Designated Portion of GA as set out in Column 2 of the table in Appendix B by the tenderer that is accepted by the Government shall be incorporated into and form part of Special Condition No. (16)(a)(i)(I) of the Conditions of Sale upon acceptance of the tender submitted by him by the Government and the table will be annexed to the Conditions of Sale upon signing or execution of the Memorandum of Agreement.

3.5 Criterion (3) – Design and layout of GA and its ancillary facilities

The maximum score is 20. Considering the array of businesses currently being undertaken by brownfield operators (*c.f.* paragraph 3.3), the design and layout of GA and its ancillary facilities should provide maximum flexibility to cater for the operational need of as many types of brownfield operations as possible, so as to allow the Government greater discretion in choosing the displaced brownfield operations to be relocated into GA.

This criterion seeks to recognise the tenderer’s initiative in adopting for GA and its ancillary facilities designs that enable flexibility, for example:

- (a) spacious layout with minimal columns;
- (b) higher headroom and floor loading capacity in addition to the minimum required in the Conditions of Sale; and/or
- (c) structures and utilities which can be adjusted easily to evolving needs.

The Non-Premium Submission should explain clearly, with the aid of concept or layout plan(s) and/or schedule(s) where appropriate, how the proposed designs could provide flexibility, and how the need(s) of specific brownfield operations can be catered for with such proposed designs. The concept or layout plan(s) and/or schedule(s) submitted shall form the basis of submission of the plans of the GA for written approval by the Secretary for Development under Special Condition No. (17) of the Conditions of Sale. This criterion will be assessed based on the merits of the Non-Premium Submission along the benchmark below:

Assessment		Marks
(i)	No effective and practical proposal with sufficient details is proposed.	0
(ii)	1 effective and practical proposal with sufficient details is proposed.	5
(iii)	2 effective and practical proposals with sufficient details are proposed.	10
(iv)	3 effective and practical proposals with sufficient details are proposed.	15
(v)	4 or more effective and practical proposals with sufficient details are proposed.	20

Any proposal which a tenderer will neither be capable of nor responsible for implementation will not be considered as effective and practical proposal.

3.6 Criterion (4) – Assistance to brownfield operations in GA portion

The maximum score is 20. It is the Government’s policy objective to accommodate some brownfield operations displaced by Government projects in the MSB with a view to facilitating upgrading of the operations. On top of Government’s initiative, this criterion seeks to encourage the tenderer to propose any possible assistance to be provided to brownfield operations to be accommodated in GA portion for the purpose of facilitating their adaptation to a multi-storey setting and upgrading of their operations, including but not limited to resources and workshops. For instance, the tenderer may propose and elaborate on providing brownfield operators with resources and training on how to upgrade their operations with automation and machineries, with a view to enhancing operational and cost efficiency. This criterion will be assessed based on the merits of the Non-Premium Submission along the benchmark below:

Assessment		Marks
(i)	No effective and practical measure with sufficient details has been put forth by the tenderer.	0
(ii)	The tenderer puts forth 1 effective and practical measure with sufficient details.	5
(iii)	The tenderer puts forth 2 effective and practical measures with sufficient details.	10
(iv)	The tenderer puts forth 3 effective and practical measures with sufficient details.	15
(v)	The tenderer puts forth 4 or more effective and practical measures with sufficient details.	20

Note 1: Proposal which a tenderer will neither be capable of nor responsible for implementation will not be considered as effective and practical proposal.

Note 2: Tenderers should propose proposals and explain clearly with sufficient details on what improvements/benefits/positive values their proposals can bring about as well as how

they are to be implemented to facilitate tender evaluation. Marks will not be given if the tenderers only propose a concept without sufficient details. The detail that shall be provided by the tenderers includes:

- If the suggestion is concerned with the provision of technology, system, tool and facility etc.: scope of the services involved, implementation timetables and details, specifications, catalogues, features, functions, coverage, locations, number of target beneficiaries etc. as appropriate;
- If the suggestion is concerned with a kind of measure, service, scheme and activity etc.: objective, scope of the services involved, implementation timetables and details, functions, frequency, duration, coverage, locations, number of target beneficiaries, the key personnel to deliver such measure, service, scheme and activity with details on his/her/their experience and/or qualifications etc. as appropriate.

Note 3: All proposals/measures accepted by the Government shall form part of the Service Deed. Any failure to perform such proposals under the Service Deed would be deemed to be a breach of the contractual obligation, and the Government would be entitled to take follow-up actions in accordance with the Service Deed/Form of Performance Guarantee.

Section 3C – Initiatives to promote the development of industries

3.7 Criterion (5) – Experience in developing and/or operating MSBs

The maximum score is 15. This criterion seeks to assess whether the tenderer has experience and expertise in the development and/or operation of MSBs and in the industry/industries the MSB is intending to serve (i.e. logistics and/or vehicle servicing and maintenance), including but not limited to practical experience in MSB projects. The assessment will be based on the aggregate number of years of experience in developing and/or operating MSB(s) and in the industry/industries the MSB is intending to serve in the past ten years immediately preceding the 21st day of March, 2025, supported by documentary proof to support the tenderers' claim of experience.

	Assessment	Marks
(i)	An aggregate number of less than 1 year's experience	0
(ii)	An aggregate number of 1 to less than 3 years' experience	3
(iii)	An aggregate number of 3 to less than 5 years' experience	6
(iv)	An aggregate number of 5 to less than 7 years' experience	9
(v)	An aggregate number of 7 to less than 9 years' experience	12
(vi)	An aggregate number of 9 years' experience or more	15

3.8 Criterion (6) – Pro-innovation proposals

The maximum score is 20. This criterion seeks to assess whether the development proposed by the tenderer offers pro-innovation proposals directly relevant to, effective and practical in facilitating the development of the logistics and/or vehicle repair and maintenance industries (operating at the major portion of the Lot excluding GA) as compared with the existing or conventional mode of operations of the relevant industries. Pro-innovation proposals may

include innovative / high productivity construction methods (for example Modular Integrated Construction) and technological means / arrangements / work process / solutions / equipment that can enhance the efficiency, effectiveness and productivity of the logistics and/or vehicle repair and maintenance industries. The emphasis is on the productivity and output-based service delivery of which the contributions should be visible, and preferably be quantifiable and measurable.

Proposals should bring all or some or any one of the improvements/positive values/benefits in terms of the following –

- (a) Higher land use efficiency in the Lot (e.g. level of product/service outputs per square metre of land used should increase as compared to conventional production process, and reduction of GFA needed for ancillary facilities);
- (b) Saving of manpower resources for operation in the Lot (e.g. automated system for loading and unloading of goods); and/or
- (c) Maximisation of development potential of the Lot by allowing mixed use of both logistics and vehicle repair and maintenance uses in the major portion of the Lot, and a variety of uses in GA portion.

	Number of proposals	Marks
(i)	No effective and practical pro-innovation proposal is proposed.	0
(ii)	1 effective and practical pro-innovation proposal is proposed.	2
(iii)	2 effective and practical pro-innovation proposals are proposed.	4
(iv)	3 effective and practical pro-innovation proposals are proposed.	6
(v)	4 effective and practical pro-innovation proposals are proposed.	8
(vi)	5 effective and practical pro-innovation proposals are proposed.	10
(vii)	6 effective and practical pro-innovation proposals are proposed.	12
(viii)	7 effective and practical pro-innovation proposals are proposed.	14
(ix)	8 effective and practical pro-innovation proposals are proposed	16
(x)	9 effective and practical pro-innovation proposals are proposed	18
(xi)	10 or more effective and practical pro-innovation proposals are proposed.	20

Note 1: Proposal which a tenderer will neither be capable of nor responsible for implementation will not be considered as effective and practical proposal.

Note 2: Tenderers should propose proposals and explain clearly with sufficient details on what improvements/benefits/positive values their proposals can bring about as well as how they are to be implemented to facilitate tender evaluation, and the differences/improvements these proposals will bring about as compared to the conventional mode of operations. Marks will not be given if the tenderers only propose a concept without sufficient details. The detail that shall be provided by the tenderers includes-

- If the suggestion is concerned with a kind of technology, system, tool and facility etc.: scope of the services involved, implementation timetables and details,

specifications, catalogues, features, functions, coverage, locations etc. as appropriate;

- If the suggestion is concerned with a kind of measure, service, scheme and activity etc.: objective, scope of the services involved, implementation timetables and details, functions, frequency, duration, coverage, locations, number of target beneficiaries, the key personnel to deliver such measure, service, scheme and activity with details on his/her/their experience and/or qualifications etc. as appropriate; and
- If the suggestion is related to manpower: objective, scope of the duties involved, implementation details, work shifts, posts, recruitment method, means to approach the target candidates, frequency, duration, coverage, locations etc. as appropriate.

Note 3: All proposals/measures accepted by the Government shall form part of the Service Deed. Any failure to perform such proposals under the Service Deed would be deemed to be a breach of the contractual obligation, and the Government would be entitled to take follow-up actions in accordance with the Service Deed/Form of Performance Guarantee.

3.9 Criterion (7) – Proposals to improve ESG

The maximum score is 10. This criterion seeks to encourage a development that is conducive to or promotes-

- (a) environmental protection (e.g. use of renewable energy in executing the project);
- (b) social responsibility (e.g. employment of people with disabilities); and/or
- (c) governance.

The merits of each of the Non-Premium Submission received will be assessed along the benchmark below:

Assessment		Marks
(i)	No effective and practical ESG proposal has been put forth by the tenderer.	0
(ii)	The tenderer puts forth 1 effective and practical ESG proposal.	2
(iii)	The tenderer puts forth 2 effective and practical ESG proposals.	4
(iv)	The tenderer puts forth 3 effective and practical ESG proposals.	6
(v)	The tenderer puts forth 4 effective and practical ESG proposals.	8
(vi)	The tenderer puts forth 5 effective and practical ESG proposals.	10

Notes 1 to 3 under Criterion (6) are also applicable to this criteria.

Appendices to Annex II to the Tender Notice

Appendix A

Form of Tenderer's Proposal – Building Covenant Period

Important note:

1. Please also refer to paragraph 3.2 of the Marking Scheme when completing this Appendix A.
2. The figure to be provided in Column 2 must be an integer and must not be more than 60 calendar months.

The building covenant period under Special Condition No. (9) of the Conditions of Sale (i.e. number of calendar months between the date of signing or execution of the Memorandum of Agreement and the date of an occupation permit under the Buildings Ordinance issued by the Building Authority) is as follows -

Column 1	Column 2
Duration between the date of signing or execution of the Memorandum of Agreement and the date of an occupation permit under the Buildings Ordinance issued by the Building Authority	Within _____ calendar months from the date of signing or execution of the Memorandum of Agreement

The building covenant period as set out in Column 2 of the table in this Appendix A by the tenderer that is accepted by the Government shall be incorporated into and form part of Special Conditions Nos. (4)(a)(i), (4)(a)(iii)(I), (9), (16)(a)(i), (37)(a)(ii), (39)(a)(i), (40)(a)(i) and (51)(a) of the Conditions of Sale upon acceptance of the tender submitted by him by the Government and the table will be annexed to the Conditions of Sale upon signing or execution of the Memorandum of Agreement.

Form of Tenderer's Proposal - Gross Floor Area for the Designated Portion of the Government Accommodation

Important note:

1. Please also refer to paragraph 3.4 of the Marking Scheme when completing this Appendix B.
2. The figure to be provided in Column 2 must be an integer and must not be less than 48,450 square metres.

The Gross Floor Area for the Designated Portion of GA to be provided under Special Condition No. (16)(a)(i)(I) of the Conditions of Sale is as follows -

Column 1	Column 2
Gross Floor Area for the Designated Portion of GA	_____square metres

The minimum GFA for the provision of the Designated Portion of the GA as set out in Column 2 of the table in this Appendix B by the tenderer that is accepted by the Government shall be incorporated into and form part of Special Condition No. (16)(a)(i)(I) of the Conditions of Sale upon acceptance of the tender submitted by him by the Government and the table will be annexed to the Conditions of Sale upon signing or execution of the Memorandum of Agreement.

Annex III to the Tender Notice

[PARTY 1]

And

[PARTY 2]

SERVICE DEED

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Date

2024

Parties

[PARTY 1] of [specify address] (“Government”)

[PARTY 2] of [specify address] (“Purchaser”)

WHEREAS:

- A. Following consideration of the Government’s policy objectives to enable a sufficient supply of land to promote development of industries and facilitate the consolidation of brownfield operations in a land-efficient manner, the Government issued an invitation to tender on 15 March 2024 (“Tender Notice”) to invite proposals to undertake the development of MSB on Yuen Long Town Lot No. 545 (“Lot”).
- B. The Project, pursuant to the process described in the Tender Notice, has been awarded to the Purchaser.
- C. The Government has agreed to grant the Lot to the Purchaser pursuant to the terms of the Conditions of Sale in respect of Yuen Long Town Lot No. 545 (“Land Grant”), which is executed simultaneously with this Deed.
- D. The Purchaser and the Government wish to define their respective rights and obligations with respect to the Project, to the extent that they are not covered in the Land Grant, in this Deed.

NOW IT IS HEREBY AGREED as follows:

PART A: PRELIMINARY

1 INTERPRETATION

- 1.1 This Deed is interpreted in accordance with the provisions of Schedule 1 (Definitions and Interpretation).

2 COMMENCEMENT AND DURATION

2.1 This Deed takes effect from the Effective Date and continues in full force and effect until the earlier of:

- (a) the Expiry Date; or
- (b) the Termination Date.

(**“Term”**)

3 PRECEDENCE

3.1 To the extent there is any inconsistency or conflict between the terms of the Land Grant and this Deed, the terms of the Land Grant shall prevail.

PART B: SERVICES

4 PURCHASER OBLIGATIONS

4.1 The Purchaser shall:

- (a) comply with and perform its obligations in accordance with the terms of this Deed and the Land Grant;
- (b) comply with and perform its obligations in accordance with all Applicable Laws; and
- (c) during the Service Period, provide the Services in accordance with the terms of this Deed (including Schedule 2 - Service Obligations).

5 SCHEDULE OF DEVELOPMENT

5.1 Without prejudice to the Land Grant, the Purchaser shall use its best endeavours to execute the Works in accordance with the Schedule of Development submitted by the Purchaser in accordance with (2) of Annex I to the Tender Notice.

5.2 The Government may at any time and from time to time request further information from the Purchaser in respect of the Schedule of Development; and the Purchaser shall provide such further information to the satisfaction of the Government within five (5) Business Days of receiving such a request.

5.3 Nothing stated in the Schedule of Development, and no approval by the Government of the Schedule of Development or any amendments thereto, shall relieve the Purchaser from any of its other duties, obligations or liabilities under this Deed including its obligations to proceed with the Works and provide the Services on or before the Service Commencement Date.

6 KEY PERSONNEL

6.1 During the Service Period, the Purchaser shall procure, engage and deploy the Key Personnel in the provision of the Services. If, at

any time during the Service Period, any of the Key Personnel cease to be engaged or deployed by the Purchaser to provide the Services in Schedule 2, then the Purchaser shall:

- (a) provide notice to the Government at least seven (7) Business Days prior to the cessation of engagement or deployment of such Key Personnel or, if prior notice is not possible, as soon as reasonably practicable after such cessation; and
- (b) subject to clauses 6.2 and 6.3, procure alternative personnel as soon as reasonably possible (which in any case shall be no more than six (6) months after providing the notice to the Government in accordance with clause 6.1(a)) who, unless otherwise agreed by the Government, are no less experienced, knowledgeable and qualified in the provision of the Services than the Key Personnel for whom they are a replacement.

6.2 The Purchaser shall submit:

- (a) the curriculum vitae of the proposed alternative personnel to the Government; and
- (b) other information as reasonably requested by the Government from time to time,

for its approval of the proposed alternative personnel. Prior to submitting the information set out in clauses 6.2(a) and 6.2(b), the Purchaser shall make all reasonable investigations to ensure that such information is true and accurate.

6.3 The Purchaser shall not engage or deploy the alternative personnel in the provision of the Services unless and until it has received the written approval of the Government.

7 REPORTING AND REVIEW

Execution of the Works

7.1 The Purchaser shall report to the Government on the progress of the execution of the Works and its compliance with the Schedule of Development at least once every twelve (12) months commencing

from the Effective Date until the date of an occupation permit issued by the Building Authority under the Buildings Ordinance (Cap. 123 of the Laws of Hong Kong) in respect of the MSB or promptly on request from the Government from time to time.

7.2 The Purchaser shall promptly inform the Government of any actual or anticipated material deviations from any dates stipulated in the Schedule of Development.

7.3 In cases where:

(a) any material problem, emergency, strike, security event, injury, work stoppage or legal problem is anticipated, or any unanticipated event occurs which may adversely affect the Purchaser's ability to perform its obligations in connection with completion of the Works in a timely manner; or

(b) the Purchaser has reason to believe that there will be a material deviation from the Schedule of Development that may result in the Purchaser failing to commence the provision of the Services on or before the Service Commencement Date (each a "**Material Incident**"), then, in addition to all other reports required under this Deed, the Purchaser shall promptly notify the Government of such event or failure and deliver a report to the Government in sufficient detail to enable the Government to understand the nature of such Material Incident, identifying:

(i) the nature of the event or failure;

(ii) the reason for the event or failure;

(iii) the impact which such event or failure has had, or in the reasonable opinion of the Purchaser, is likely to have or will have, on its ability to commence the provision of the Services on or before the Service Commencement Date; and

(iv) the steps which the Purchaser has taken, is taking and will take to mitigate the adverse consequences of such event or failure.

7.4 The Government may amend any period of reporting specified in this clause 7 or other reporting periods specified by the Government from time to time on prior notice to the Purchaser.

7.5 The Purchaser shall, within such period or periods as may at any time be required by the Government (or such other extended period or periods as may be approved by the Government), provide any other information and submit all documents in connection with or relating to the Project to the Government as the Government may in its absolute discretion require from time to time.

Provision of the Services

7.6 The Purchaser shall report to the Government on the progress of the provision of the Services in accordance with this Deed on a twelve (12) monthly basis, during the Service Period.

7.7 The Purchaser shall, within such period or periods as may at any time be required by the Government (or such other extended period or periods as may be approved by the Government), provide any other information and submit all documents in connection with or relating to the Services to the Government as the Government may in its absolute discretion require from time to time.

Manner of reporting

7.8 The Purchaser shall report to the Government as required in this clause 7 in the format, manner and containing the information as may be specified by the Government from time to time.

7.9 The Government may amend any period of reporting specified in this clause 7 or other reporting periods specified by the Government from time to time on prior notice to the Purchaser.

8 AUDIT AND ACCESS

8.1 During the Term and for a period of six (6) years after the Termination Date or Expiry Date (whichever is the earlier), the Government may by itself or through an external auditor conduct audits for the following purposes:

- (a) to review the Purchaser's execution of the Works and provision of the Services are in compliance with the terms of this Deed;
- (b) to review the Purchaser's compliance with the Applicable laws;

- (c) to verify the accuracy and completeness of the reports delivered or required under clause 8 of this Deed; or
- (d) to review the Purchaser's compliance with any other provision of this Deed.

8.2 The Government shall use its reasonable endeavours to ensure that the conduct of an audit pursuant to clause 8.1 does not unreasonably disrupt the Purchaser or delay the execution of the Works or provision of the Services.

8.3 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 8, unless the audit identifies a breach by the Purchaser of its obligations under this Deed, in which case the Purchaser shall reimburse the Government for all the Government's reasonable costs incurred in the course of the audit.

8.4 On request from the Government, the Purchaser shall provide any Government Instrumentality or its advisors, agents or representatives with all reasonable access to the Lot or MSB or any part thereof respectively, records, books of accounts, systems or any information relevant for the purpose of allowing the Government to:

- (a) monitor the Purchaser's compliance with this Deed; and
- (b) conduct an audit pursuant to clause 8.1, and offer its co-operation and assistance to such Parties for the purposes of such monitoring or audit.

9 PURCHASER REPRESENTATIVE

9.1 The Purchaser shall, within ten (10) Business Days from the Effective Date, notify the Government of the individual it intends to appoint as its Purchaser Representative, and shall submit the curriculum vitae of such individual with such notification to the Government. The Purchaser shall not replace or remove the individual appointed as the Purchaser Representative, without notifying the Government at least ten (10) Business Days prior to such replacement or removal.

- 9.2 The Purchaser Representative shall have the authority to represent and act for the Purchaser at all times during the performance of this Deed.
- 9.3 The Purchaser Representative shall meet with the Government or a Government Representative at the request of the Government from time to time.

PART C: GENERAL PROVISIONS

10 WARRANTIES

- 10.1 The Purchaser warrants and represents to the Government that:
- (a) [[Drafting note: if it is a company], it is a company incorporated and validly existing under the laws of Hong Kong or the laws of its place of incorporation and is not Insolvent;]
OR

[[Drafting note: if it is a partnership], this Deed is duly executed in the name of the partnership and is binding on all of the partners in the partnership and the partnership is not Insolvent;]
 - (b) it has all power, authority and capacity to enter into this Deed and to carry out the obligations contemplated under this Deed;
 - (c) it has all the necessary Authorisations in order to lawfully enter into and exercise its rights and perform its obligations under this Deed;
 - (d) the execution by the Purchaser of, the performance of the Purchaser of its obligations under, and the compliance of the Purchaser with the terms of, this Deed does not and will not:
 - (i) contravene any Applicable Law to which the Purchaser is subject;
 - (ii) contravene any Authorisation obtained by the Purchaser;

- (iii) require performance of an obligation before the appropriate Authorisation can be obtained;
 - (iv) contravene any undertaking or instrument binding on the Purchaser; and
 - (v) contravene any provision of the Purchaser's memorandum and articles of association or any other constitutional documents;
- (e) it has:
- (i) conducted its own investigations and enquiries in relation to the Works and Services, had an opportunity to carry out a thorough due diligence exercise in relation to the Works and Services and has entered into this Deed in reliance on its own investigations, enquiries and due diligence; and
 - (ii) received all information requested by it from the Government to enable it to determine whether it is able to execute the Works and provide the Services in accordance with the terms of this Deed and has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Government;
- (f) no litigation, arbitration, tax claim, dispute or administrative proceeding is current, pending or threatened against the Purchaser which will likely affect the Purchaser or its ability to perform its obligations under this Deed;
- (g) the information which the Purchaser has provided to the Government in connection with the negotiation and preparation of this Deed (including evidence of the Purchaser's financial and technical ability to carry into effect and discharge its obligations under this Deed) is true and accurate in all material respects and is not misleading, whether by omission or otherwise;
- (h) it has, and the Key Personnel have, the required qualifications, resources, ability, experience, expertise, skills and capacity to

execute the Works and perform the Services in a professional manner and in all respects as set out in this Deed; and

- (i) in relation to the tender submitted by the Purchaser in response to the Tender Notice, it has not up to the Effective Date:
 - (i) communicated its land premium offer to any person other than the Government;
 - (ii) fixed its land premium offer by arrangement with any person;
 - (iii) made any arrangement with any person as to whether it or that other person was to submit a tender; or
 - (iv) colluded with any person in any manner whatsoever in the tendering process.

10.2 The Purchaser acknowledges and agrees that the Government has entered into this Deed in reliance on the warranties and representations in this clause 10. If, during the Term, any of the warranties and representations given to the Government in this clause 10 ceases to be true or accurate, the Purchaser shall promptly inform the Government of the same and provide the Government with any further information as may be reasonably requested by the Government in connection therewith.

11 INDEMNITY AND LIABILITY

11.1 The Purchaser shall indemnify and keep indemnified the Government at all times from and against any and all Claims (whether in tort or otherwise) and Losses suffered or incurred by the Government or for which the Government becomes liable (notwithstanding that any such Claims or Losses may have arisen from any act or thing that the Purchaser has warranted or represented or may be authorised or obliged to do under this Deed or the Land Grant) arising as a result of or in connection with:

- (a) any act or omission (including negligence, recklessness, tortious acts, wilful misconduct, default, unauthorised acts or wilful omissions) of the Purchaser, its employees, agents,

representatives, licensees, Subcontractors or any persons who executed or execute Works or provided or provide Services at or relating to the MSB;

- (b) any breach of this Deed by the Purchaser, regardless of whether or not such breach was caused by the Purchaser or its employees, agents, licensees, representatives, licensees, Subcontractors or any persons who executed or execute Works or provided or provide Services at or relating to the MSB;
- (c) the use or occupation of any portion of the Lot, MSB or the Government Accommodation; or
- (d) any notice, claim or demand to pay, do, or perform any act, matter or thing to be paid, done or performed by the Purchaser.

11.2 If the Purchaser is a partnership, all partners in the partnership shall be jointly and severally liable to the Government for all of the Purchaser's obligations and liabilities to the Government under this Deed.

12 LIMITATION OF LIABILITY

General

- 12.1 To the maximum extent permitted by law, the Government shall not be liable to the Purchaser for any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities or payment of sums under other agreements (whether direct or indirect) or for any indirect, special or consequential loss or damage in connection with this Deed.
- 12.2 For the avoidance of doubt, nothing in this Deed limits the Government's liability in respect of any death or personal injury resulting from its Negligence arising out of or in connection with the performance of this Deed.
- 12.3 For the purposes of this clause 12, "Negligence" (appearing in upper case) shall have the same meaning as that assigned to it in section 2(1)

of the Control of Exemption Clauses Ordinance (Chapter 71 of the Laws of Hong Kong).

13 SUBCONTRACTING

- 13.1 Without prejudice to the provisions of the Land Grant and subject to clauses 13.2, the Purchaser may only subcontract the whole or any part of its rights and obligations under this Deed with the prior written consent of the Government and subject to any terms and conditions the Government may at its absolute discretion impose.
- 13.2 If the Purchaser intends to subcontract any of its rights and obligations pursuant to clause 13.1, the Purchaser shall give the Government at least three (3) months prior notice (or a period of notice which may be shorter than three (3) months but is reasonable taking into account the circumstances for the change as the Government may agree) of any proposed Subcontractors or change in Subcontractors, the Government's written consent in accordance with clause 13.1 being necessary for appointment of any such Subcontractor or any such change.
- 13.3 Upon request by the Government, the Purchaser shall promptly deliver to the Government copies of all Subcontracts.
- 13.4 The Purchaser:
- (a) warrants and represents to the Government that each Subcontractor has all the necessary Authorisations in order to lawfully enter into and exercise its rights and perform its obligations under any such Subcontract;
 - (b) warrants and represents to the Government that each Subcontractor is qualified, experienced and knowledgeable in the provision of the Subcontracted Services and has the required ability, experience, expertise, skills and capacity to perform the Subcontracted Services in a professional manner;
 - (c) shall remain responsible to the Government for the performance of its obligations under this Deed notwithstanding the appointment of any Subcontractor and be

responsible for the acts, omissions and neglects of any Subcontractor;

- (d) shall ensure that all Subcontracts between the Purchaser and any Subcontractor shall:
 - (i) be in writing;
 - (ii) be consistent, and in no way contrary to or inconsistent, with any of the terms or provisions of this Deed and the Land Grant;
 - (iii) contain a warranty that the Subcontractor is appropriately qualified, licensed, skilled, and experienced in respect of the performance of the Subcontracted Services;
 - (iv) impose obligations on a Subcontractor which are equal to those imposed on the Purchaser as set out in this Deed to the extent such obligations are relevant to the Subcontracted Services;
 - (v) include the terms as set out in paragraph 1 of Schedule 5 (Subcontracting); and
 - (vi) contain provisions enabling the Subcontracted Services to be novated to the Government, its successors and assigns, upon the Government's written request, without further consent of the Subcontractor, in the event of termination of this Deed; and

- (e) shall procure that each Subcontractor complies with the terms referred to in 13.4(d).

13.5 In subcontracting any of its obligations under this Deed, the Purchaser shall not in any way be relieved of its duties, obligations or liabilities under this Deed nor be entitled to any greater protection than it otherwise would have been entitled to had such subcontracting not been effected.

13.6 The Government may at any time or times during the Term request the Purchaser to terminate a Subcontract or replace a Subcontractor in the following circumstances:

- (a) the Subcontractor ceases to have the necessary Authorisations to provide the Subcontracted Services;

- (b) the Subcontractor's acts or omissions result in the Purchaser being in breach of this Deed; or
- (c) the Subcontractor is in breach of the terms of a Subcontract which are equal to those imposed on the Purchaser as set out in this Deed, including the terms set out in paragraph 1 of Schedule 5 (Subcontracting).

For the avoidance of doubt, nothing in this clause requires the Government to monitor a Subcontractor's performance.

- 13.7 The Purchaser shall comply with any request of the Government pursuant to clause 13.6 within the period of time notified to the Purchaser in such request.

PART D: CHANGES IN LAW AND VARIATIONS

14 CHANGES IN LAW

- 14.1 The Purchaser agrees that it shall bear all costs and expenses incurred in connection with its compliance with any changes to any Applicable Laws which affect this Deed, the execution of the Works or the provision of the Services.

15 VARIATIONS

- 15.1 Subject to clauses 15.2 and 15.3, this Deed may not be varied except by agreement in writing signed by duly authorised representatives of the Parties.
- 15.2 The Purchaser acknowledges and agrees that the Government shall have absolute discretion to consider only variations to this Deed which will at least meet the requirements or conditions in the Conditions of Sale and/or are deemed reasonable by the Government. For the purpose of this clause, the decision of the Secretary for Development ("S for D") as to what constitutes reasonable shall be final.

- 15.3 For the avoidance of doubt, subject to clause 15.1, the Government may at any time during the Term request any changes to the terms of this Deed.

PART E: DEFAULT AND REMEDIES

16 BANK BOND AND PERFORMANCE GUARANTEE

- 16.1 To secure the Purchaser's performance of its obligations under this Deed, the Purchaser shall deliver to the Government:
- (a) the duly executed Bank Bond on or before the Effective Date in accordance with the requirements set out in clause 13 of and Annex V to the Tender Notice; and
 - (b) the duly executed Performance Guarantee on or before the Effective Date in accordance with the requirements set out in clause 13 of and Annex IV to the Tender Notice.
- 16.2 The Purchaser shall ensure that the Bank Bond is enforceable and in place from the date of issuance until six (6) years after the Expiry Date ("Bank Bond Validity Period") unless any disputed sums remain outstanding from the Purchaser to the Government, in which case the Bank Bond shall be extended at its full value until such time as such dispute has been finally settled or determined.
- 16.3 The Purchaser shall ensure that the Performance Guarantee is enforceable and in place from the date of issuance until all obligations, warranties, duties and undertakings now or hereafter to be carried out or performed by the Purchaser under this Deed and the Land Grant shall have been satisfied or performed in full to the satisfaction of the Government.
- 16.4 In the event that the Bank Bond is issued with a fixed expiry date and such expiry date may occur prior to the end of the Bank Bond Validity Period, the Purchaser shall:
- (a) ensure that the expiry date under the Bank Bond is extended to the end of the Bank Bond Validity Period; or

- (b) deliver a replacement Bank Bond to cover the remaining term of the Bank Bond Validity Period and such replacement Bank Bond shall be issued by a bank meeting the requirements of the Bank Bond as set out in clause 13 of and Annex V to the Tender Notice and on the same terms as the replaced Bank Bond.

Such extended or replacement Bank Bond shall be duly executed and delivered to the Government no later than twenty (20) Business Days before the fixed expiry date. Any expiry of a Bank Bond or an extension or replacement thereof shall be without prejudice to existing claims made under the Bank Bond.

- 16.5 If the Purchaser fails to provide an extension to a Bank Bond or a replacement Bank Bond pursuant to clause 16.4, the Government has the right to draw the outstanding balance of the Bank Bond and hold the same on security for compliance by the Purchaser with its obligations and liabilities under this Deed. The Government shall be entitled to make deductions against any amounts so held in respect of any claim for which it would have been entitled to draw against an extended or replacement Bank Bond (had the Purchaser provided the same pursuant to clause 16.4) but shall otherwise return to the Purchaser the remaining balance of such amounts (without any interest) if the Purchaser provides the relevant extended or replacement Bank Bond or, if no extended or replacement Bank Bond is provided, six (6) years following the Termination Date or the Expiry Date, whichever is applicable.

Drawdown and Replacement Bank Bond Period

- 16.6 In the event the Bank Bond is drawn upon to pay for any payments due and payable from the Purchaser to the Government in accordance with this Deed, the Purchaser shall provide a replacement Bank Bond from a bank meeting the requirements set out in clause 13 of and Annex V to the Tender Notice, immediately and in any event no later than five (5) Business Days following such drawing on the Bank Bond.
- 16.7 If a Bond Replacement Event occurs, the Purchaser shall provide a replacement Bank Bond from a bank meeting the requirements set out in clause 13 of and Annex V to the Tender Notice no later than twenty (20) Business Days after the occurrence of that Bond Replacement Event.

- 16.8 All fees, taxes and expenses associated with procuring, preparing, completing, stamping (if applicable) and enforcing the Bank Bond or replacement Bank Bond shall be paid by the Purchaser.
- 16.9 Any draw downs or enforcement of the Bank Bond or the Performance Guarantee pursuant to this Deed is without prejudice to any other rights, remedies or claims available to the Government which have accrued under this Deed, the Land Grant or any other rights or remedies of the Government.

17 DEFAULTS CAPABLE OF REMEDY

- 17.1 If a Default occurs which in the sole opinion of the Government is a Default which is capable of being remedied, then the Government may give the Purchaser a notice in writing specifying that the Default has occurred and the nature of the Default (“Default Notice”).
- 17.2 On receipt of a Default Notice, the Purchaser shall promptly prepare and submit to the Government for its approval a draft plan describing the actions and measures the Purchaser shall diligently pursue for the remedying or curing of the Default subject to the Default Notice (“Draft Cure Plan”).
- 17.3 Within a reasonable period after receipt of a Draft Cure Plan pursuant to clause 17.2, the Government shall notify the Purchaser either of its:
- (a) approval of the Draft Cure Plan; or
 - (b) rejection of the Draft Cure Plan, and provide reasons to the Purchaser for its rejection.
- 17.4 If the Government approves a Draft Cure Plan in accordance with clause 17.3(a) (“Approved Cure Plan”) the Purchaser shall remedy or cure the Default in accordance with the Approved Cure Plan within the period of time specified in the Approved Cure Plan (“Applicable Cure Period”).
- 17.5 Without prejudice to any other rights or remedies the Government may have in relation to any loss that may have been suffered as a

result of the Default, if the Purchaser remedies or cures the Default in accordance with clause 17.4, the Default shall be deemed to have been remedied or cured with effect from the date on which full compliance with clause 17.4 is met as confirmed in writing by the Government.

- 17.6 If the Government rejects a Draft Cure Plan pursuant to clause 17.3(b), the Purchaser, in consultation in good faith with the Government, shall amend the Draft Cure Plan to meet the requirements of the Government and submit the amended Draft Cure Plan to the Government for its approval within five (5) Business Days of the date of the rejection of the Draft Cure Plan, in which case clause 17.3 shall apply to the amended Draft Cure Plan.
- 17.7 If the Government approves the amended Draft Cure Plan submitted in accordance with clause 17.6, the provisions of clause 17.4 shall be applicable. If the Government does not approve the amended Draft Cure Plan, then the Default shall be deemed a Default not capable of being remedied for the purposes of clause 18.

PART F: TERMINATION

18 TERMINATION

- 18.1 At any time after the occurrence of the following events, the Government may terminate this Deed immediately on notice to the Purchaser:
- (a) a Default which is not capable of being remedied;
 - (b) a Default which is subject to an Approved Cure Plan which is not remedied during the Applicable Cure Period;
 - (c) the Land Grant Termination;
 - (d) if the Purchaser becomes Insolvent;
 - (e) a Change of Control in the Purchaser without the prior written consent of the Government;

- (f) the Purchaser wholly or substantially abandons the Lot or MSB (for the avoidance of doubt, the Purchaser's assignment of the Government Accommodation to the Government pursuant to the Land Grant shall not be regarded as whole or substantial abandonment);
- (g) as a result of a Force Majeure Event in accordance with clause 19.6;
- (h) the Purchaser does not comply with its probity obligations under clauses 25.1 and 25.5;
- (i) the Purchaser is in breach of any of the warranties or representations in this Deed,
- (j) the Purchaser has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
- (k) the continued engagement of the Purchaser or the continued performance of this Deed is contrary to the interest of national security; or
- (l) the Government reasonably believes that any of the events mentioned in sub-clause (j) or (k) above is about to occur.

("Termination Events").

- 18.2 If this Deed is terminated by the Government pursuant to clause 18.1, such termination shall be at no loss or cost to the Government and the Purchaser hereby indemnifies the Government against any such losses or costs which the Government may suffer as a result of any such termination pursuant to clause 18.1.
- 18.3 Termination of this Deed pursuant to clause 18.1 is without prejudice to any other rights, remedies or claims available to the Government which have accrued under this Deed, the Land Grant or any other rights or remedies of the Government.

18.4 On the Termination Date or Expiry Date, whichever is the earlier, the Government may exercise its rights under Special Condition No. (34) of the Land Grant.

19 FORCE MAJEURE

19.1 In the event that the Purchaser is delayed or prevented from performing its obligations under this Deed by a Force Majeure Event, the Purchaser shall:

(a) at the earliest possible opportunity, give notice in writing to the Government of the Force Majeure Event, stating the:

(i) nature and cause of the Force Majeure Event;

(ii) commencement date of the Force Majeure Event;

(iii) manner in which its performance of its obligation under this Deed will be delayed or prevented; and

(iv) likely duration in which its performance of its obligations under this Deed will be delayed or prevented by such Force Majeure Event;

(b) use all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Deed; and

(c) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the Force Majeure Event.

19.2 Within five (5) Business Days after the giving of notice in clause 19.1 of a Force Majeure Event, the Purchaser shall provide proof, in reasonable detail, of the matters set out in clause 19.1(a).

19.3 Notwithstanding any provision of this clause, the Purchaser cannot claim relief if the Force Majeure Event is:

- (a) attributable to its willful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event; or
- (b) one where a reasonable service provider in the position of the Purchaser should have foreseen and provided for the cause in question.

19.4 As soon as practicable following the Purchaser's notification of the Force Majeure Event, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate measures to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Deed, which includes taking or procuring the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with Good Industry Practice.

19.5 The Purchaser shall notify the Government as soon as practicable after the Force Majeure Event ceases or no longer causes the Purchaser to be unable to comply with its obligations under this Deed. Following such notification, this Deed shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the Parties.

19.6 The Government may, during the continuance of any Force Majeure Event, terminate this Deed by notice to the Purchaser if a Force Majeure Event that affects all or a substantial part of the obligations of the Purchaser under this Deed occurs and continues for more than twenty (20) Business Days.

20 SURVIVAL

20.1 All terms of this Deed that, by their nature, are intended to survive termination or expiration shall survive any termination or expiration, including without limitation the following clauses: clause 8 (Audit and Access), clause 11 (Indemnity and Liability), clause 12 (Limitation of Liability), clause 16 (Bank Bond and Performance Guarantee), clauses 18.2, 18.3 and 18.4 (Termination), clause 22 (Intellectual Property), clause 23 (Confidentiality), clause 26 (General) and Schedule 1 (Definitions and Interpretation).

PART G: DISPUTE RESOLUTION

21 ESCALATION AND DISPUTE RESOLUTION

21.1 Except where expressly provided otherwise in this Deed, any dispute arising out of or in connection with this Deed shall be resolved in accordance with the procedures set out in Schedule 4 (Escalation and Dispute Resolution).

PART H: INTELLECTUAL PROPERTY, CONFIDENTIALITY AND DATA PROTECTION

22 INTELLECTUAL PROPERTY

22.1 The Purchaser acknowledges and agrees that the Government is the owner of all Intellectual Property Rights, whether existing as at the Effective Date or created afterwards, in and to any documents or other works provided to the Purchaser in connection with this Deed.

22.2 The Government acknowledges and agrees that the Purchaser is the owner of all Intellectual Property Rights, whether existing as at the Effective Date or created afterwards, in and to any documents or other works provided to the Government in connection with this Deed (“Purchaser Works”). The Purchaser hereby grants to the Government and its authorised users a non-exclusive, transferable, royalty-free, irrevocable, worldwide and perpetual licence to use, reproduce, modify, adapt and create derivative works of the Purchaser Works for the purposes contemplated in this Deed.

22.3 To the extent permissible by law, in relation to the Purchaser Works and the Disclosable Information to the extent it is created by or under the direction of the Purchaser, the Purchaser shall grant or procure from any author involved in the creation of the Purchaser Works:

- (a) a waiver or a consent in favour of the Government and its authorised users of all of the Purchaser's or any such author's rights in connection with its or their authorship of the Purchaser Works or the Disclosable Information (as the case may be), including any moral rights relating thereto;

- (b) an agreement or consent to all acts and omissions by the Government and its authorised users which would otherwise infringe the Purchaser's or the author's moral or other rights in the Purchaser Works or the Disclosable Information (as the case may be); and
- (c) an agreement not to assert any such moral or other rights in relation to the Purchaser Works or the Disclosable Information (as the case may be).

Such waiver, consent or agreement shall take effect from the grant of the licence for the Intellectual Property Rights pursuant to clauses 22.2 or 23.2 (as the case may be).

23 CONFIDENTIALITY

- 23.1 Subject to clauses 23.2 and 23.3, the Purchaser shall not use or disclose and shall keep confidential all matters relating to this Deed and shall use its best endeavours to prevent its employees, agents, representatives and Subcontractors from making any use or disclosure to any person of any matters relating hereto.
- 23.2 The Government reserves the right to disclose to any third party the Disclosable Information as it deems appropriate and the Purchaser grants to the Government a non-exclusive, transferable, royalty-free, irrevocable, worldwide and perpetual licence to publish, distribute, make available and communicate the Disclosable Information for this purpose.
- 23.3 Clause 23.1 shall not apply to any disclosure of information:
 - (a) required by any Applicable Law;
 - (b) that is reasonably required by any persons engaged by the Purchaser in the performance of the Purchaser's obligations under this Deed (provided such third person is itself subject to confidentiality obligations with respect to the information);
 - (c) where the Purchaser can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 23.1;

- (d) to enable a determination to be made under Schedule 4 (Escalation and Dispute Resolution); or
- (e) which is already lawfully in the possession of the Purchaser, prior to its disclosure by the Government.

24 DATA PROTECTION

24.1 The Purchaser shall (and shall procure that any of the Purchaser's personnel or Subcontractors involved in the execution of the Works or provision of the Services):

- (a) comply with its obligations under the PDPO;
- (b) only use the Personal Data as reasonably required in connection with the execution of the Works or the provision of the Services;
- (c) comply with the procedures or processes notified to the Purchaser by the Government with respect to Personal Data from time to time;
- (d) implement and maintain all reasonable technical and organisational measures to maintain security, prevent unauthorised or unlawful access to or processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data; and
- (e) give the Government notice as soon as the Purchaser becomes aware of any breach of its data protection obligations under this Deed, any enforcement proceeding against it under the PDPO or any unauthorised access to, or accidental disclosure of, any Personal Data.

24.2 Unless the Government requires in writing otherwise, the Purchaser shall not disclose the Personal Data to any third parties other than:

- (a) to employees and Subcontractors to whom the disclosure is necessary for the execution of the Works or the provision of the Services, provided it is made subject to obligations of confidentiality no less onerous than those imposed upon the

Purchaser and is consistent with any procedures specified by the Government from time to time; or

- (b) to the extent required by any Government Instrumentality, provided the Purchaser gives notice to the Government of any such disclosure promptly after it becomes aware of that requirement.

PART I: MISCELLANEOUS

25 PROBITY

- 25.1 The Purchaser shall prohibit its employees, agents and Subcontractors who are involved in or in relation to this Deed from offering, soliciting or accepting any advantage (as defined in the Prevention of Bribery Ordinance (Cap. 201 of the Laws of Hong Kong)) when conducting business in connection with this Deed.
- 25.2 The Purchaser shall issue to each of its employees, agents and Subcontractors who are involved in or in relation to this Deed a copy of this clause on the Effective Date (or if such employees, agents or Subcontractors are engaged after the Effective Date, on the date of engagement).
- 25.3 The Purchaser shall give and shall ensure that the Government Representative is given all relevant information relating to the performance of the obligations set out in this clause 25 upon request.
- 25.4 If any part of this Deed is subcontracted to or by any person, the Purchaser shall ensure that the probity clause in Schedule 5 (Subcontracting) is included in all Subcontracts (whether or not the Purchaser is a party to such Subcontracts).
- 25.5 The Purchaser shall:
 - (a) procure any contracts pursuant to this Deed by a fair, transparent and competitive bidding process;
 - (b) during any procurement process pursuant to this Deed, follow procedures reasonably intended to identify Subcontractors and other professionals of appropriate quality, capabilities and

calibre so that the services meet appropriate quality standards and are provided in a cost-efficient manner; and

- (c) report to the Government on any agreements or transactions with its related companies/persons in relation to the Services, this Deed or Land Grant, as and when required by the Government.

25.6 If this Deed is terminated in accordance with clause 18.1(h), due notice will be taken by the Government of the breach which may prejudice the standing, approval or eligibility of the Purchaser (as contractor or subcontractor) for inclusion or consideration in any approved list or pre-qualification exercise for Government contracts.

26 GENERAL

Savings

26.1 The Government's obligations under this Deed as a commercial contracting party shall not fetter the powers, discretions and duties of any Government bureaux, departments or officers under the Applicable Law.

Notices

26.2 All notices under this Deed shall be in writing and all certificates, notices or written instructions to be given under the terms of this Deed shall be served by sending the same by registered post, facsimile or by hand, leaving the same at:

If to Purchaser	Address:
	Fax No.:
	Attention: [state position]

If to the Government	Address:
	Fax No.:
	Attention: [state position]

26.3 Where any information or documentation is to be provided or submitted to the Purchaser Representative, it shall be provided or submitted by sending the same by post, facsimile or by hand, leaving the same at:

Address:

Fax No.:

26.4 Either Party to this Deed may change its nominated address or facsimile number or recipient by prior notice to the other Party.

26.5 Notice given by post shall be effective upon the earlier of (i) actual receipt, and (ii) five (5) Business Days after mailing. Notices delivered by hand shall be effective upon delivery. Notices given by facsimile shall be deemed to have been received where there is confirmation of uninterrupted transmission by a transmission report and where there has been no telephonic communication by the recipient to the senders (to be confirmed in writing) that the facsimile has not been received in legible form:

- (a) within two (2) hours after sending, if sent on a Business Day between the hours of 9:00 am and 4:00 pm; or
- (b) by 11am on the next following Business Day, if sent after 4:00 pm, on a Business Day but before 9:00 am on that next following Business Day.

Assignment

26.6 Subject to Special Condition No. (30)(b)(ii) of the Land Grant, the Purchaser may not assign, novate or otherwise dispose of any or all of its rights and obligations under this Deed without the prior written consent of the Government.

Releases and waivers

26.7 The rights, powers and remedies conferred on any Party by this Deed and remedies available to any Party are cumulative and are additional to any right, power or remedy which it may have under general law or otherwise.

- 26.8 Any Party may, in whole or in part, release, compound, compromise, waive or postpone, in its absolute discretion, any liability owed to it or right granted to it under this Deed by any other Party without it in any way prejudicing or affecting its rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed.
- 26.9 Any relaxation, forbearance, indulgence or delay (together “indulgence”) of any Party in exercising any right shall not be construed as a waiver of the right and shall not affect the ability of that Party subsequently to exercise that right or to pursue any remedy, nor shall any indulgence constitute a waiver of any other right (whether against that Party or any other person).

No Agency

- 26.10 Nothing in this Deed shall be construed as creating a partnership or as a contract of employment between the Government and the Purchaser.
- 26.11 Save as expressly provided otherwise in this Deed, the Purchaser shall not be, or be deemed to be, an agent of the Government and the Purchaser shall not hold itself out as having the power to bind the Government in any way.

Entire Agreement

- 26.12 Except where expressly provided otherwise in this Deed, this Deed constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Deed.

Severability

- 26.13 If any provision of this Deed shall be declared invalid, unenforceable or illegal by the courts of any competent jurisdiction to which it is subject or HKIAC as that term is defined in paragraph 1.1 of Schedule 4 (Escalation and Dispute Resolution), such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Deed in that jurisdiction or in Hong

Kong (as the case may be), but it shall not affect the validity, enforceability or legality of that provision in another jurisdiction.

Counterparts

26.14 This Deed may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the Parties shall constitute a full original of this Deed for all purposes.

Costs and Expenses

26.15 Each Party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Deed.

Governing Law and Jurisdiction

26.16 This Deed is governed by and construed in accordance with the laws of Hong Kong. The Purchaser waives all defences of lack of personal jurisdiction and forum non conveniens. The choice of jurisdiction set out in Schedule 4 (Escalation and Dispute Resolution) does not prevent either Party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality in any appropriate jurisdiction. Further Assurance.

Further Assurance

26.17 Each Party shall do all things and execute all further documents necessary to give full effect to this Deed.

Change of Control

26.18 The Purchaser shall not undergo a Change of Control without the prior written consent of the Government.

Third Party Rights

26.19 The Parties hereby declare that nothing in this Deed confers or purports to confer on any person not being a Party to this Deed any benefit or any right to enforce any term of this Deed under or pursuant to or for the purposes of the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong).

IN WITNESS WHEREOF this Deed has been executed by the Parties and is intended to be and is hereby delivered on the day and year first above written.

SIGNED, SEALED and DELIVERED)
by [NAME], [TITLE])
for and on behalf of)
The Government of the Hong Kong)
Special Administrative Region)
in the presence of:)

[signature of witness]
Name: *[witness name]*
Address: *[witness address]*

[OPTION 1 - companies incorporated in Hong Kong may use a clause along these lines (amend as appropriate)]

EXECUTED AND DELIVERED
AS A DEED AND THE COMMON
SEAL OF *[name of company]* was
affixed in the presence of *[name(s)
of director(s)], its director(s) /
[name of director], its director* and
*[name of company secretary], its
company secretary* in the presence
of:

[signature of witness]
Name: *[witness name]*
Address: *[witness address]*

[OPTION 2 - companies incorporated outside Hong Kong may use a clause along these lines (amend as appropriate) & check compliance with foreign law.]

SIGNED by *[name of signatory]*
and *[name of signatory]* duly
authorised on behalf of *[name of
company]* and thereby executed by
[name of company] as its deed in the
presence of:

[signature of witness]

Name: *[witness name]*

Address: *[witness address]*

Note:

If the tender is submitted by one or more parties who intend to develop the Lot as an unincorporated partnership and accepted by the Government, then this Deed must be executed by each partner of the unincorporated partnership.

Schedule 1- Definitions and Interpretation

1 Interpretation

1.1 In this Deed:

- (a) clause, schedule and paragraph headings do not affect the interpretation of this Deed;
- (b) the schedules and annexes which form part of this Deed have effect as if set out in full in the body of this Deed and any reference to this Deed includes the schedules and the annexes;
- (c) references to clauses and schedules are to the clauses and schedules of this Deed and references to paragraphs are to the paragraphs in the schedules;
- (d) words in the singular shall include the plural and vice versa;
- (e) a gender includes all genders;
- (f) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (g) a reference to a person includes a natural person, corporate or unincorporated body or statutory body (whether or not having separate legal personality) or any other entity and that person's legal and personal representatives, successors and permitted assigns;
- (h) a reference to this Deed is this Deed as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Deed;
- (i) a reference to a certain document (including legislation) in this Deed or to a provision of legislation includes a modification of such a document or re-enactment of the legislation, a legislative provision substituted for it and a regulation or statutory instrument issued or made under it;
- (j) a reference to writing or written includes faxes;

- (k) a reference to a time of a day shall be construed as a reference to Hong Kong time; and
- (l) any words following the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 Definitions

2.1 In this Deed, words that are not defined have the meaning given to them in the Land Grant.

2.2 In this Deed:

- (a) **Applicable Law** means all applicable laws, bye-laws, regulations, policies and codes of conduct.
- (b) **Approved Cure Plan** has the meaning given to it in clause 17.4.
- (c) **Applicable Cure Period** has the meaning given to it in clause 17.4.
- (d) **Authorisations** means permits, licences, approvals and authorisations of any nature.
- (e) **Bank Bond** means the bank bond in substantially the form set out in Annex V to the Tender Notice, and includes any replacement bank bonds in accordance with clause 16.7.
- (f) **Bank Bond Validity Period** has the meaning given to it in clause 16.2.
- (g) **Bond Replacement Event** means in respect of the Bank Bond (i) if the issuing bank becomes Insolvent; or (ii) the issuing bank ceases to be licensed under the Banking Ordinance (Cap. 155 of the Laws of Hong Kong) or the issuing bank’s licence issued pursuant to such Ordinance has been suspended in accordance with such Ordinance; or (iii) the Bank Bond becomes invalid or unenforceable.
- (h) **Business Day** means any day (other than a Saturday or Sunday) on which banks generally are open in Hong Kong.

- (i) **Change of Control** means:
 - i. if the Purchaser is a company:
 - (A) a change in the shareholding or equity interest representing at least fifteen percentage (15%) of total issued share capital or total equity of the Purchaser;
 - (B) any other event such that a change occurs in the control (as described in (I), (II) or (III) below) of the Purchaser or any company which is a holding company of the Purchaser from that which existed at the Effective Date (whether occurring at one time or through a series or succession of transactions); or
 - (C) a change in the corporate structure of the Purchaser or any company which is a holding company of the Purchaser, which results in a person other than the shareholder of the Purchaser as at the Effective Date:
 - I. controlling the composition of the board of directors of the Purchaser;
 - II. controlling the voting power of the board of directors or any class of shareholders of the Purchaser, or both; or
 - III. holding more than one half of the issued share capital (either beneficially or otherwise) of the Purchaser;
 - ii. if the Purchaser is a partnership, a change in any of the partners in the partnership.
- (j) **Claim** means all actions, proceedings, costs, claims and demands whatsoever.
- (k) **Consolidation Order** has the meaning given to it in paragraph 2.9(a) of Schedule 4 (Escalation and Dispute Resolution).
- (l) **Deed** means this deed (including all schedules and annexes to it).
- (m) **Default** means a breach of this Deed.
- (n) **Default Notice** has the meaning given to it in clause 17.1.
- (o) **Disclosable Information** means:
 - (i) this Deed;
 - (ii) the Land Grant; and
 - (iii) any reports or information submitted to the Government in relation to this Deed and the Land Grant pursuant to this Deed.
- (p) **Dispute** means a dispute, controversy, difference or claim

between the Parties arising out of or in relation to this Deed.

- (q) **Draft Cure Plan** has the meaning given to it in clause 17.2.
- (r) **Effective Date** means the date of this Deed.
- (s) **ESG Proposals** means the proposals to improve environmental protection, social responsibility and governance in the tender submitted by the Purchaser in response to the Tender Notice and accepted by the Government.
- (t) **Expiry Date** means the date of expiry of the term of the Land Grant.
- (u) **Force Majeure Event** means any cause materially preventing the performance of the Purchaser's obligations under this Deed arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm, earthquake any disaster, but excluding (i) any industrial dispute relating to the Purchaser, the Purchaser's employees or any other failure in the Purchaser's supply chain and (ii) any widespread disease or epidemic.
- (v) **Good Industry Practice** means the standards, practices, methods and procedures conforming to all laws and regulations, and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.
- (w) **Government Accommodation** has the meaning given to it in Special Condition No. (16)(a)(i) of the Land Grant.
- (x) **Governmental Instrumentality** means the government of Hong Kong, and any bureau, department or political subdivision of the government of Hong Kong, and any individual or entity under the direct or indirect control of any such government exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government or any other governmental entity, instrumentality, agency, authority, board, corporation, committee or commission, trust or any independent regulatory authority, in each case within Hong Kong, and any successor to or any assignee of any of the foregoing.
- (y) **Government Representative** means any representative of the

Government or any public officer as designated by the Government from time to time for the purpose of this Deed.

- (z) **HKIAC** has the meaning given to it in paragraph 1.1 of Schedule 4 (Escalation and Dispute Resolution).
- (aa) **Hong Kong** means the Hong Kong Special Administrative Region of the People's Republic of China.
- (bb) **Insolvent** means the occurrence of any of the following events in relation to an entity:
 - (i) that the entity is unable or admits inability to pay its debts as they fall due or suspends making payments on any of its debts other than in connection with a bona fide dispute;
 - (ii) any appointment of a receiver or administrator in respect of the entity by a Government agency;
 - (iii) any corporate action, legal proceedings or other procedure or step in respect of the winding-up of the entity or the appointment of an insolvency practitioner to manage the entity or any of its affairs; or
 - (iv) any corporate action, legal proceedings or other procedure or step taken in relation to:
 - (A) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, bankruptcy or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the entity; or
 - (B) a composition, assignment or arrangement with any material creditor of the entity,or any analogous procedure or step taken in any jurisdiction.
- (cc) **Intellectual Property Rights** means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs, processes, and other intellectual property rights whether now known or created in future (of whatever nature and wherever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights.
- (dd) **Key Personnel** means those personnel proposed in the non-

premium submission of the Purchaser's tender and accepted by the Government for providing the Services.

- (ee) **Land Grant** has the meaning given to it in Recital C.
- (ff) **Land Grant Termination** means any of the following:
 - (i) the expiry of the term of the Land Grant;
 - (ii) the termination of the Land Grant pursuant to the terms thereof and/or Applicable Laws;
 - (iii) the re-entry of the Lot by the Government pursuant to the terms of the Land Grant and/or Applicable Laws;
 - (iv) the Land Grant being rescinded, avoided, annulled or otherwise ceasing to be valid or effective for any reason; or
 - (v) the Purchaser ceasing to have any estate, right, title, benefit or interest in the Lot as Purchaser under the Land Grant.
- (gg) **Loss** means any liability (including legal expenses) of any kind whatsoever and includes direct and indirect, consequential or special damage, loss of profits, loss of use, loss of revenue, anticipated revenue, interest or other such claim arising from any cause whatsoever whether or not such loss, damage or claim is based on contract, statute, warranty, tort (including negligence), indemnity or otherwise.
- (hh) **Lot** has the meaning given to it in Recital A.
- (ii) **Material Incident** has the meaning given to it in clause 7.3.
- (jj) **MSB** means the building or buildings erected or to be erected on the Lot in accordance with the Land Grant.
- (kk) **Parties** means the parties to this Deed and "Party" means any one of them.
- (ll) **PDPO** means the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong).
- (mm) **Performance Guarantee** means the performance guarantee in substantially the form set out in Annex IV to the Tender Notice.
- (nn) **Personal Data** has the meaning given to it in the PDPO.
- (oo) **Pro-innovation Proposals** means the pro-innovation proposals in the tender submitted by the Purchaser in response to the Tender Notice and accepted by the Government.
- (pp) **Project** means (i) the development, financing, design,

engineering, procurement, manufacture, factory testing, transportation, construction, erection, installation, equipping, completion, testing, commissioning, insurance, ownership, operation and maintenance of the MSB and all necessary facilities and equipment related thereto, located at the Lot; (ii) provision of the Services; and (iii) all activities incidental to any of the foregoing, in accordance with this Deed and the Land Grant.

- (qq) **Purchaser Representative** means the individual notified to the Government as being the Purchaser Representative in accordance with clause 9 or any replacement individual.
- (rr) **Purchaser Works** has the meaning given to it in clause 22.2.
- (ss) **Schedule of Development** has the meaning giving to it in clause 5.1.
- (tt) **Services** means all or any items and proposals and obligations as stipulated in Schedule 2.
- (uu) **Service Commencement Date** means the date on which the Purchaser shall commence the provision of the Services as set out in the implementation timetable of services submitted by the Purchaser and accepted by the Government as set out in Schedule 2 or such other date as the Government may specify in writing.
- (vv) **Service Period** means the period from the Service Commencement Date until the Termination Date or Expiry Date, whichever is the earlier.
- (ww) **Subcontract** means any contract between the Purchaser and a third party pursuant to which the Purchaser agrees to subcontract such of its rights obligations under this Deed to that third party (subject to the prior written consent of the Government and any terms and conditions the Government may at its absolute discretion impose pursuant to clause 13.1).
- (xx) **Subcontractor** means any or all the contractors or service providers that enter into a Subcontract with the Purchaser.
- (yy) **Subcontracted Services** means those tasks or services provided or to be provided pursuant to this Deed through a Subcontractor in accordance with clause 13.

- (zz) **Term** means the term of this Deed, as defined in clause 2.1.
- (aaa) **Termination Date** means the date this Deed is terminated in accordance with clause 18.1.
- (bbb) **Termination Event** means any of the events triggering termination set out in clause 18.1.
- (ccc) **Tender Notice** has the meaning given to it in Recital A.
- (ddd) **Works** means all design (including without limitation the design of the Government Accommodation in accordance with (a) the proposals in the Purchaser's tender accepted by the Government and (b) the plans submitted by the Purchaser and approved by the S for D (including any amendments or substitution subsequently approved or required by the S for D pursuant to the Land Grant)), planning, engineering, procurement, supply, manufacturing, factory testing, transport, delivery, construction, erection, installation, completion, pre-commissioning, commissioning, testing, insurance, labour, supervision, training, services, facilities, equipment, supplies, tools, materials and spare parts, utilities and consumables to be furnished by the Purchaser or its Subcontractors that may be required (i) to design, build, test and complete the MSB and its related facilities, or (ii) meet other obligations set forth in this Deed and the Land Grant (other than provision of the Services), all in accordance with this Deed and the Land Grant. For the avoidance of doubt, "Works" include without limitation those Pro-innovation Proposals and ESG Proposals relating to Works set out in Schedule 3 to SD.

Schedule 2 – Service Obligations

The Purchaser shall deliver the measure(s) for providing assistance to brownfield operations in the Government Accommodation (“Measures”), the Pro-innovation Proposals and the ESG Proposals (except those listed in Schedule 3) as proposed in the non-premium submission of the Purchaser’s tender and accepted by the Government as detailed below.

Such Measures, Pro-innovation Proposals and ESG Proposals (except those listed in Schedule 3) accepted by the Government shall form part of this Schedule.

[Insert Tenderer’s proposed Measures and Pro-innovation Proposals and ESG Proposals (excluding those listed in Schedule 3) as accepted by the Government].

Schedule 3 – Pro-innovation Proposals and the ESG Proposals relating to Works

The Purchaser shall deliver such Pro-innovation Proposals and ESG Proposals relating to Works as proposed in the non-premium submission of the Purchaser's tender and accepted by the Government as detailed below.

Such Pro-innovation Proposals and ESG Proposals relating to the Works enclosed in the non-premium submission of the Purchaser's tender and accepted by the Government shall form part of this Schedule and fall within the scope of "Works" (as defined in Schedule 1).

[Insert Tenderer's Pro-innovation Proposals and ESG Proposals relating to Works as accepted by the Government].

Schedule 4 - Escalation and Dispute Resolution

1 Mediation

- 1.1 The Parties agree to attempt to resolve any Dispute (including, for the avoidance of doubt, any question as to the existence, validity, termination or interpretation of this Deed) by first referring the Dispute to mediation at the Hong Kong International Arbitration Centre (“HKIAC”) and in accordance with its then current mediation rules (“Mediation Rules”).
- 1.2 The Parties shall agree on the appointment of a mediator. If the Parties fail to agree on the appointment of a mediator within fourteen (14) days of the receipt of a request for mediation by one Party from the other, the HKIAC shall appoint a single accredited mediator.
- 1.3 Each Party shall bear its own costs of the mediation. The language of the mediation shall be English.
- 1.4 If the mediation is either (i) terminated by the agreement of the Parties or by reason of any of the matters set out in the Mediation Rules; or (ii) abandoned by the mediator; or (iii) otherwise concluded without the Dispute being resolved (“Cessation of the Mediation”), then such Dispute shall be referred to the Hong Kong courts for resolution, unless the Government decides in its absolute discretion to refer the Dispute to arbitration in accordance with paragraph 2 (Arbitration) herein, in which case the Government shall notify the Purchaser of its election within 60 days of the Cessation of the Mediation and thereafter the Dispute shall be settled exclusively and finally in accordance with paragraph 2 (Arbitration).

2 Arbitration

- 2.1 Any Dispute that cannot be resolved by the Parties pursuant to paragraph 1 (Mediation) and which the Government has notified the Purchaser of its election to settle the Dispute by arbitration within 60 days of the Cessation of the Mediation as provided for in paragraph 1.4, shall be submitted by either Party to arbitration in accordance with this paragraph 2 (Arbitration) irrespective of the amount in Dispute or whether such Dispute would otherwise be considered justifiable or ripe for resolution by any court. This Deed and the rights and obligations of the Parties shall remain in full force

and effect pending the award of such arbitration proceeding, which award, if appropriate, shall determine whether and when any termination shall become effective.

- 2.2 Each arbitration between the Parties shall be held and finally settled in the HKIAC in Hong Kong, and shall be conducted pursuant to the UNCITRAL Arbitration Rules in force at the time the arbitration commences. The seat of arbitration shall be Hong Kong. The appointing authority shall be the HKIAC.
- 2.3 The arbitration shall be conducted by an arbitration tribunal (“Tribunal”) consisting of three (3) arbitrators. Subject to paragraph 2.5, each Party shall appoint one (1) arbitrator with, in the case of a Dispute of a technical nature, knowledge and experience in such technical matters. The two (2) arbitrators so appointed shall, subject to paragraph 2.5, jointly nominate the third (3rd) arbitrator who shall serve as the chairperson of the Tribunal. If within thirty (30) days after the receipt of a Party's notification of the appointment of an arbitrator the other Party has not notified the first party of the arbitrator it has appointed, the first party may request the HKIAC to appoint the second arbitrator. Likewise, if within thirty (30) days after the confirmation of both arbitrators appointed, the two (2) arbitrators have not agreed on the choice of the third arbitrator (the chairperson), then such arbitrator shall, subject to paragraph 2.5, be appointed by the HKIAC.
- 2.4 Any arbitration commenced pursuant to paragraph 2 shall be completed within two hundred and forty (240) days of the confirmation of the composition of the Tribunal absent agreement of the Parties to an extension of such time limit or unless the Tribunal determines that the interest of justice or the complexity of the case requires that such limit be extended. The Parties shall be entitled to discovery of documents in accordance with the direction of the Tribunal. All direct testimony shall be offered by way of affidavit. The Party submitting an affidavit shall make the affiant available for cross-examination before the Tribunal. The Parties waive any claim to any damages in the nature of punitive, exemplary or statutory damages in excess of compensatory damages, and the Tribunal is specifically divested of any power to award such damages. The award of the Tribunal shall be final and binding on the Parties (i.e., not subject to appeal), and the Parties agree that an

arbitration award may be entered in any court having jurisdiction thereof. The Tribunal shall have the right and authority to grant injunctive, declaratory and other equitable relief.

- 2.5 No arbitrator shall be a present or former employee or agent of, or consultant or counsel to the Purchaser or its affiliates or any Governmental Instrumentality or a national of a state with which the domicile of any Party does not maintain diplomatic relations. The chairperson of the Tribunal shall not be a permanent resident of Hong Kong.
- 2.6 The arbitration shall be conducted in the English language and all documents submitted in connection with such proceeding shall be in the English language or, if in another language, accompanied by a certified English translation.
- 2.7 The Parties further undertake to carry out without delay the provisions of any arbitration award or decision, and each agrees that any such award or decision may be enforced by any court or tribunal having jurisdiction.
- 2.8 The Parties shall each pay one-half (1/2) of any advances on costs required under the UNCITRAL Arbitration Rules or as otherwise requested by the Tribunal. The costs of such arbitration shall be finally determined and allocated between the Parties by the Tribunal in its award.
- 2.9 The Parties consent to the consolidation of arbitrations commenced under this paragraph 2 as follows:
 - (a) if two or more arbitrations are commenced under this paragraph 2, any Party named as claimant or respondent in any of these arbitrations may petition to any of the arbitral tribunals appointed in these arbitrations for an order that all or any of these arbitrations be consolidated in a single arbitration (“Consolidation Order”). The petition for a Consolidation Order shall be made as soon as practicable and the Party making such application shall give notice to the other Parties to the arbitrations sought to be consolidated;
 - (b) in deciding whether to make a Consolidation Order, the arbitral tribunal petitioned shall consider any and all of the following:

- (i) whether the several arbitrations raise common issues of fact and/or law which could result in conflicting awards or obligations;
 - (ii) whether any Dispute raises issues which are substantially the same as, or connected with issues, either based on facts or law, raised in a dispute which has already been referred to arbitration under any other agreement to which the Parties are also parties; and
 - (iii) whether to consolidate the several arbitrations would serve the interests of justice and efficiency;
- (c) where such a Consolidation Order is made, the arbitral tribunals involved may give such directions as the interests of fairness, economy and expedition require including:
 - (i) that the documents disclosed by the Parties in one arbitration shall be made available to the other Parties to the other arbitration upon such conditions as the tribunals may determine; and
 - (ii) that the evidence given in one arbitration shall be received and admitted in the other arbitration, subject to all Parties being given a reasonable opportunity to comment upon it and subject to such other conditions as the arbitral tribunals may determine;
- (d) on the making of a Consolidation Order, the arbitral tribunals involved may determine amongst themselves as to which arbitral tribunal is to have carriage of the consolidated arbitral proceeding, having regard to the facts or law in issue and the interests of justice and efficiency;
- (e) in the absence of an agreement between the arbitral tribunals under paragraph 2.9(d), the HKIAC shall determine which arbitral tribunal is to have carriage of the consolidated arbitral proceeding, having regard to the facts or law in issue and the interests of justice and efficiency;
- (f) on the making of a determination under paragraph 2.9(d) or 2.9(e), the appointments of those arbitral tribunal members that do not have carriage of the consolidated arbitral

proceeding shall be considered terminated on the making of the determination. Such termination is without prejudice to:

- (i) the validity of any acts done or orders made by them prior to the termination;
 - (ii) their entitlement to be paid their proper fees and disbursements; and
 - (iii) the date on which any claim or defence was raised for the purpose of applying any limitation period or any like rule or provision;
- (g) in any arbitration consolidated in accordance with this paragraph 2, the arbitral tribunal granted carriage of the consolidated arbitral proceeding may exercise jurisdiction with respect to all issues arising out of the arbitral proceedings so consolidated; and
- (h) each of the Parties waives any objections it may have as to the validity and/or enforcement of any arbitral awards made by the arbitral tribunal following the consolidation of arbitral proceedings in accordance with this sub-paragraph to the extent such objections are based on the fact that consolidation of the same has occurred.

2.10 The provisions of schedule 2 to the Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong) shall not apply to any arbitration commenced pursuant to this paragraph 2

3 Obligations Continuing

Unless otherwise agreed in writing, the existence of a Dispute shall not relieve either Party from the performance of its obligations under this Deed which is not the subject of the Dispute.

Schedule 5 – Subcontracting

1 Terms which shall be included in any Subcontract

1.1 Confidentiality

1 [A] Subject to clause 1[B], the Subcontractor shall not use or disclose and shall keep confidential all matters relating to this contract and shall use its best endeavours to prevent its employees, agents, representatives and subcontractors from making any use or disclosure to any person of any matters relating hereto.

1 [B] Clause 1[A] shall not apply to any disclosure of information:

- (i) required by any Applicable Law;
- (ii) that is reasonably required by persons engaged by the Subcontractor in the performance of the Subcontractor's obligations under this contract (provided such third person is itself subject to confidentiality obligations with respect to the information);
- (iii) where the Subcontractor can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of this contract; or
- (iv) which is already lawfully in the possession of the Subcontractor, prior to its disclosure by the Purchaser.

1.2 Probity

2 [A] The Subcontractor shall prohibit its employees, agents and subcontractors who are involved in or in relation to this contract from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201 of the Laws of Hong Kong) when conducting business in connection with this contract.

2 [B] The Subcontractor shall issue to each of its employees, agents and its subcontractors who are involved in or in relation to this contract a copy of this clause on the commencement date of this contract (or if such employees, agents or subcontractors are engaged after the commencement date of this contract, on the date of engagement).

2 [C] The Subcontractor shall give and shall ensure that each representative of the Purchaser ("Representative") and any persons authorised by him in writing are given all relevant information relating to the performance of the obligations set out in this clause (Probity) on request.

2 [D] If the whole or any part of this contract is subcontracted to any person, the Subcontractor shall ensure that the terms of this clause (Probity) are included in all subcontracts at all levels (whether or not the Subcontractor is a party to such subcontracts).

2 [E] The Subcontractor shall:

- (a) procure any contracts pursuant to this contract by a fair, transparent and competitive bidding process;
- (b) during any procurement process pursuant to this contract, follow procedures reasonably intended to identify subcontractors and other professionals of appropriate quality, capabilities and calibre so that the services meet appropriate quality standards and are provided in a cost-efficient manner; and
- (c) report agreements or transactions with its related companies/persons in relation to the Services, this contract or Land Grant as when and required by the Government.

2 [F] If the Subcontractor commits a breach of any provision of 2 [A] or 2 [E] of this clause (Probity), the Purchaser shall have the right to terminate this contract by five (5) Business Days' prior notice in writing to the Subcontractor, without entitling the Subcontractor to any compensation whatsoever, and due notice will be taken by the Government of the breach which may prejudice the standing, approval or eligibility of the Subcontractor (as contractor or subcontractor) for inclusion or consideration in any approved list or pre-qualification exercise for Government contracts. The parties to this contract acknowledge and agree that damages may not be an adequate remedy for any breach of this clause (Probity), and that in the event of any such breach, specific performance shall be an appropriate remedy.

2 [G] The Purchaser declares that to the extent that any of its rights or interests arises out of, relates to or results from any of the provisions of clauses 2 [B], 2 [C], 2 [D] and 2 [F], it acquires, holds

and maintains such rights and interests on its own behalf and on behalf of and for the benefit of the Government.

1.3 Data Protection

3 [A] The Subcontractor shall (and shall procure that any of its employees, agents and subcontractors involved in the provision of the services under this contract):

- (a) comply with its obligations under the PDPO;
- (b) only use the Personal Data as reasonably required in connection with the provision of the services;
- (c) comply with the procedures or processes notified to the Subcontractor by the Purchaser with respect to Personal Data from time to time;
- (d) implement and maintain all reasonable technical and organizational measures to maintain security, prevent unauthorized or unlawful access to or processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data; and
- (e) give the Purchaser notice as soon as the Subcontractor becomes aware of any breach of its data protection obligations under the agreement or of any enforcement proceeding against it under the PDPO or any unauthorised access to, or accidental disclosure of, any Personal Data.

3 [B] Unless the Purchaser requires in writing otherwise, the Subcontractor shall not disclose the Personal Data to any third parties other than:

- (a) to employees and subcontractors to whom the disclosure is necessary for the provision of the services, provided it is made subject to obligations of confidentiality no less onerous than those imposed upon the Purchaser and is consistent with any procedures specified by the Government from time to time; or
- (b) to the extent required by any regulatory authority, provided the Subcontractor gives notice to the Purchaser of any such disclosure promptly after it becomes aware of that requirement.

3 [C] At the time of collection of Personal Data from a data subject by the Subcontractor or its employees or subcontractors, the Subcontractor shall or shall ensure that:

(a) it notifies such data subjects; and

(b) each of its subcontractors notifies such data subjects,

that the data may be used or accessed by the Government or a third party in the event that the Government or a third party assumes the operation of MSB for any reason.

Annex IV to the Tender Notice

Form of Performance Guarantee

THIS PERFORMANCE GUARANTEE (the '**Guarantee**') is made by way of deed the [] day of [], 2024.

By
[INSERT NAME] [a company incorporated] in accordance with the laws of [] whose registered office address is at [] (the "**Guarantor**"); and

IN FAVOUR OF

The Government of the Hong Kong Special Administrative Region as represented by [•] whose address is at [•] (the "**Government**", which expression shall, where the context so permits, include its successors and permitted assigns).

WHEREAS:

- (A) By a service deed and all its schedules and annexures (the "**Service Deed**", which term includes all amendments to, variations of or supplements to it from time to time in force), the Government agrees to engage [INSERT NAME], [a company incorporated in accordance with the laws of [] whose registered office address is at []] [[a [INSERT TYPE] partnership established in accordance with the laws of [] whose [registered office / principal place of business] address is at []] (the "**Tenderer**") in connection with the design, planning, engineering, procurement, construction, completion, pre-commissioning, commissioning, testing, insurance, labour, operation and maintenance and other work necessary to develop, construct, operate and maintain a building or buildings and its related facilities at Yuen Long, the New Territories (Yuen Long Town Lot No. 545), in accordance with the terms of the Service Deed. The Service Deed together with the land grant relating to Yuen Long Town Lot No. 545 and all its schedules and annexures (the "**Land Grant**", which term includes all amendments to, variations of or supplements to it from time to time in force), are hereinafter collectively referred to as the "**Contract Documents**".
- (B) It is a condition of awarding the Contract Documents that the Tenderer procures the execution and delivery to the Government of a guarantee in respect of the obligations of the Tenderer under the Service Deed from the Guarantor in the form of this Guarantee.
- (C) The Guarantor has agreed to guarantee due and prompt performance under the Service Deed by the Tenderer upon their execution.
- (D) It is the intention of the parties that this document be executed as a deed.

NOW IT IS HEREBY AGREED as follows:

1. In consideration of the Government entering into the Service Deed with the Tenderer, the Guarantor irrevocably and unconditionally:
 - (a) as primary obligor and not as surety guarantees to the Government the due and punctual performance by the Tenderer of each and all the obligations, warranties, duties and undertakings of the Tenderer under and pursuant to the Service Deed when and if such obligations, duties and undertakings shall become due and performable according to the terms of such contract; and

(b) agrees, in addition to its obligations set out in Clause 1(a) above, to indemnify the Government against all losses, liabilities, damage and/or reasonable costs and expenses (including in-house and external legal costs) which the Government may incur by reason of any breach by the Tenderer of its obligations, warranties, duties and undertakings under and pursuant to the Service Deed save that this shall not be construed as imposing greater or different obligations or liabilities on the Guarantor than are imposed on the Tenderer under the Service Deed.

2. The Guarantor agrees that it shall not in any way be released from liability under this Guarantee by any act, omission, matter or other thing whereby (in absence of this provision) the Guarantor would or might be released in whole or in part from liability under this Guarantee including, without limitation, and whether or not known to the Guarantor:

- (a) any modification, amendment, alteration or variation in or to any of the conditions or provisions of any of the Contract Documents or the works or the services thereunder; or
- (b) any arrangement made between the Tenderer and the Government; or
- (c) any breach or breaches of any of the Contract Documents, whether by the Tenderer or by the Government, or any other default or defaults of the Tenderer or the Government, and whether the same is or are made or occur with or without the Guarantor's knowledge or consent;
- (d) any waiver, compromise, indulgence, forbearance or forgiveness by the Government whether as to time, payment, performance or any other matter or thing afforded to the Tenderer under any of the Contract Documents; or
- (e) the taking, variation, renewal or release of, the enforcement of or neglect to perfect or enforce, any right, guarantee, remedy or security from or against the Tenderer or any third party; or
- (f) any unenforceability, illegality or invalidity of any of the Contract Documents or any of the provisions of any of the Contract Documents or any of the Tenderer's obligations under any of the Contract Documents, so that this Guarantee shall be construed as if there were no such unenforceability, illegality or invalidity; or
- (g) any avoidance, suspension or termination of any of the Contract Documents; or
- (h) the dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, bankruptcy, liquidation, winding-up, the appointment of an administrator or receiver, other failure or financial disability or any other analogous event affecting the Tenderer or the Guarantor; or
- (i) any disability, incapacity or change in the constitution of any or all of the Tenderer, the Government and the Guarantor; or
- (j) any dispute between the Government and the Tenderer under or in relation to any of the Contract Documents; or
- (k) any other matter or things (whether similar to the foregoing or otherwise) whereby the obligations of the Guarantor hereunder might under any applicable law be discharged or affected,

and the Guarantor hereby waives notice of the foregoing.

The Guarantor shall be entitled to assert as a defence to any claim for payment or performance of any obligation that (i) such payment obligation has previously been discharged or is not due or (ii) such performance of an obligation is not due or has been performed or satisfied, in each case either as set out under the terms of the Service Deed or in accordance with the no double recovery provisions set out in Clause 4.

3. The Guarantor by this Guarantee authorises the Tenderer and the Government to make any addendum, variation or amendment to the Contract Documents, or the works or services thereunder, the due and punctual performance of which addendum and variation shall be likewise guaranteed by the Guarantor in accordance with the terms of this Guarantee.
4. This Guarantee shall be a primary obligation of the Guarantor but the Government shall be obliged before enforcing this Guarantee (save in the case of a payment default by the Tenderer under the Service Deed where the amount available to be drawn under the bank bonds provided by the Tenderer is insufficient to cover the amount of the payment in default) to give the Guarantor fifteen (15) Business Days' notice in writing of its intention to enforce this Guarantee and the Government shall not enforce this Guarantee if within such fifteen (15) Business Day period the Guarantor or the Tenderer remedies the default for which the Government intended to enforce the Guarantee to the Government's satisfaction, as shall be evidenced by a settlement in writing between the Government and the Guarantor. The Government shall not be obliged to: (i) take any action in any court or arbitral proceedings or to obtain any judgment or award against the Tenderer; (ii) subject to the provisions above, grant any time or indulgence to the Tenderer; (iii) make any claim against or any demand of the Tenderer; (iv) enforce any other security held by it; or (v) pursue or exhaust any other right or remedy against the Tenderer or any other person in respect of the obligations of the Tenderer under the Service Deed. In the event that the Government brings proceedings against the Tenderer, the Guarantor will be bound by any findings of fact, interim or final award or judgment made by an arbitrator or the court in such proceedings. For the avoidance of doubt, the Government will not be entitled to double recovery in respect of the same portion of claim and any payments made by the Guarantor hereunder shall automatically release the Tenderer to the extent of such recovery from the Guarantor.
5. This Guarantee is a continuing guarantee and accordingly shall remain in full force and effect from the date first written above (notwithstanding the occurrence of any event set out in Clause 2) until all obligations, warranties, duties and undertakings now or hereafter to be carried out or performed by the Tenderer under the Service Deed shall have been satisfied or performed in full and is not revocable. This Guarantee is in addition to and not in substitution for and shall not merge with any other right, remedy, guarantee or security which the Government may at any time hold for the performance of such obligations and may be enforced without first having recourse to any such security. When all obligations, warranties, duties and undertakings now or hereafter to be carried out or performed by the Tenderer under the Service Deed shall have been satisfied and performed in full, pursuant to the Service Deed, this Guarantee shall become of no further effect and shall be returned to the Guarantor by the Government.
6. Until all amounts which may be or become payable under the Service Deed or this Guarantee have been irrevocably paid in full, the Guarantor shall not, as a result of this Guarantee or any payment or performance under this Guarantee, be subrogated to any right or security of the Government or claim or prove in competition with the Government against the Tenderer, demand or accept repayment of any monies or claim any right of contribution, set-off or indemnity from and against the Tenderer, and any sums received by the Guarantor or the amount of any set-off exercised by the Guarantor in breach of this provision shall be held by the Guarantor in trust for and shall be promptly paid to the Government.

7. Each payment to be made by the Guarantor under this Guarantee shall be made in full in Hong Kong Dollars, without any set off or counterclaim or restriction or condition whatsoever or howsoever arising and free and clear of all deductions or withholdings of any kind whatsoever or howsoever arising. If any deduction or withholding must be made by law (including double taxation treaties), the Guarantor will pay that additional amount which is necessary to ensure that the Government receives on the due date a net amount equal to the full amount which it would have received if the payment had been made by the Tenderer under the Service Deed. The Guarantor shall promptly deliver to the Government any receipts, certificates or other proof evidencing the amounts paid or payable in respect of any such deduction or withholding.
8. The Guarantor shall upon receipt of first written demand (the date of such receipt being the "**Due Date**") make payment in full to the Government of any amount due under this Guarantee. The Guarantor shall pay interest on any amount due under this Guarantee from the Due Date until the date of payment in full calculated on a daily basis at the rate of two (2) percent per annum above the average best lending rate announced by the prevailing note-issuing banks in Hong Kong, namely, the Hongkong and Shanghai Banking Corporation Limited, Standard Chartered Bank (Hong Kong) Limited and Bank of China (Hong Kong) Limited for the time being.
9. The Guarantor will reimburse the Government for all legal and other costs incurred by the Government in connection with the enforcement of this Guarantee.
10. The Government may appropriate any sum paid by the Tenderer, the Guarantor or any other person or recovered or received on account of the obligations which are the subject of this Guarantee as it sees fit and correct.
11. Any settlement or discharge between the Government and the Tenderer and/or the Guarantor shall be conditional upon no settlement with security or payment to the Government by the Tenderer or the Guarantor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision of enactment relating to bankruptcy, insolvency or liquidation for the time being in force, and accordingly (but without limiting the Government's other rights hereunder), the Government shall be entitled to recover from the Guarantor, as if such settlement or discharge had not occurred, the value of such settlement or security or the amount of any such payment.
12. The Guarantor warrants that this Guarantee is its legally binding obligation and enforceable in accordance with its terms.
13. The Guarantor warrants that it has full power, authority and legal right to enter into and engage in the transactions contemplated by this Guarantee and has taken or obtained all necessary governmental and other consents and authorisations for the giving and implementation of this Guarantee.
14. The Guarantor warrants and confirms to the Government that it has not entered into this Guarantee in reliance upon, nor has it been induced to enter into this Guarantee by any representation, warranty or undertaking made by or on behalf of the Government (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Guarantee or the Service Deed.
15. Any notice to or demand on the Guarantor to be served under this Guarantee may be delivered or sent by registered post or courier to the Guarantor at:
Address:
Attention:

Telephone: []

or at such other address as it may have notified to the Government in accordance with this Clause.

16. Any such notice or demand shall be deemed to have been served:
 - (a) if delivered by hand, at the time of delivery;
 - (b) if delivered by courier, at the time of delivery as established by a courier's receipt; or
 - (c) if posted, at the time of delivery as established by a postal receipt.
17. In proving service of a notice or demand, it shall be sufficient to prove that delivery was made in accordance with Clause 16.
18. For the purposes of this Guarantee, "**Business Day**" means a day (other than a Saturday or a Sunday) on which banks are generally open in Hong Kong for normal business; "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China; and "Hong Kong Dollars" means the lawful currency of Hong Kong.
19. No delay or omission of the Government in exercising any right, power or privilege under this Guarantee shall impair or be construed as a waiver of such right, power or privilege nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise of such right, power or privilege or the exercise of any other right, power or privilege.
20. A waiver given or consent granted by the Government under this Guarantee will be effective only if given in writing and then only in the instance and for the purposes for which it is given in writing.
21. A waiver by the Government shall not constitute a continuing waiver and shall not prevent the Government from subsequently enforcing any of the provisions of this Guarantee.
22. If any provision of this Guarantee shall be declared invalid, unenforceable or illegal by the courts of any competent jurisdiction to which it is subject, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Guarantee in that jurisdiction, but it shall not affect the validity, enforceability or legality of that provision in another jurisdiction.
23. The Guarantor shall pay all stamp duties and taxes, if any, to which the execution and delivery of this Guarantee may be subject in Hong Kong, or elsewhere and shall indemnify the Government against any and all liabilities arising from any delay or omission to pay any such duties and taxes.
24. This Guarantee is irrevocable. Further, this Guarantee and any rights and obligations of the Government and the Guarantor thereunder shall not be assigned or transferred by the Guarantor except with the prior approval in writing of the Government and on the conditions that:
 - (a) this Guarantee and all rights and obligations of the Government and the Guarantor thereunder shall be assigned or transferred as a whole; and
 - (b) the assignee shall covenant in writing with the Government to perform all the obligations of the Guarantor under this Guarantee.

The Guarantor shall ensure that notice in writing of any assignment or transfer of this Guarantee and all rights and obligations thereunder shall be given to the Tenderer.

25. The Guarantor agrees that any legal action or proceeding arising out of or relating to this Guarantee may be brought in the courts of Hong Kong and irrevocably submits to the jurisdiction of such courts. The Guarantor irrevocably appoints [_____] to receive for it and on its behalf, service of process issued out of the Hong Kong courts in any legal action or proceedings concerned. Nothing in this paragraph shall affect the right of the Government to join other parties in any proceedings to serve process in any other manner permitted by law but if the said process agent ceases to exist or have an office in Hong Kong, the Guarantor shall forthwith appoint another process agent which shall be a company incorporated in and having its registered office in Hong Kong. The Guarantor expressly consents to the enforcement of any judgment of the Hong Kong courts pursuant to this Clause in any court of any other competent jurisdiction.
26. This Guarantee shall be governed by and construed in accordance with the laws of Hong Kong.
27. This Guarantee may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

(the remaining part of this page has been intentionally left blank)

IN WITNESS WHEREOF, this Guarantee has been executed as a deed and has been delivered on the day and year first above written.

EXECUTED as a DEED by)
[**NAME OF THE GUARANTOR**])
acting by [NAME], [TITLE])
acting under the authority)
of that company, in the presence of:)

Witnesses

Signature: _____

Name: _____

Address: _____

Annex V to the Tender Notice

Form of Bank Bond

[LETTERHEAD OF BANK]

To: [THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION]
[]
[]

Dear Sirs,

BANK BOND IN RESPECT OF THE BUILDING OR BUILDINGS AT YUEN LONG, THE NEW TERRITORIES (YUEN LONG TOWN LOT No. 545)

THIS BANK BOND is given the [] day of [] by [NAME OF BANK] a company incorporated in [] and having its registered office at [] (the "**Obligor**") in favour of the Government of the Hong Kong Special Administrative Region (the "**Government**") and is supplemental to a service deed and all its schedules and annexes (the "**Service Deed**", which term includes all amendments to, variations of or supplements to it from time to time in force), by and between

[INSERT NAME], [a company incorporated in accordance with the laws of [] whose registered office address is at []] [a [INSERT TYPE] partnership established in accordance with the laws of [] whose [registered office / principal place of business address] is at []] (the "**Tenderer**"), and the Government.

The Service Deed together with the land grant relating to the captioned lot and all its schedules and annexures (the "**Land Grant**", which term includes all amendments to, variations of or supplements to it from time to time in force), are hereinafter collectively referred to as the "**Contract Documents**".

Under the Service Deed, the Tenderer agrees to design, carry out planning, engineering, procurement, construction, completion, pre-commissioning, commissioning, testing, insurance, labour and other work necessary to develop, construct, operate and maintain a building or buildings and its related facilities at Yuen Long, the New Territories (Yuen Long Town Lot No. 545) as more particularly described in the Service Deed (the "**Project**") and to provide a bank bond in connection with its obligations under the Service Deed up to a maximum aggregate amount of fifty million Hong Kong Dollars (HK\$50,000,000) (the "**Maximum Sum**").

The Obligor has agreed, at the request of the Tenderer, to enter into this on-demand Bank Bond with the Government as a security for the Tenderer's performance of its obligations under the Service Deed (including the Tenderer's obligation to pay for any damages and costs).

NOW IT IS HEREBY AGREED as follows:

1. In consideration of the Government entering into the Service Deed with the Tenderer, the Obligor hereby irrevocably and unconditionally undertakes and covenants to pay to the Government, as primary obligor and not merely as surety, on first written demand by way of the demand notice attached hereto without proof or condition, and waiving all rights of objection and defence, any sum or sums which from time to time may be demanded in writing by the Government, provided always that the Obligor shall only be liable to pay the sum or sums so demanded up to the Maximum Sum.
2. A written demand under Clause 1 above must be sent by hand, by registered post or by courier to the address of the Obligor stated above or at such other address as may be notified by the Obligor in writing to the Government from time to time. The Government may make one or more demands under this Bank Bond (subject always to Clause 1).

3. Any such notice or demand shall be deemed to have been served:
 - (a) if delivered by hand, at the time of delivery;
 - (b) if delivered by courier, at the time of delivery as established by a courier's receipt;
or
 - (c) if posted, at the time of delivery as established by a postal receipt.
4. In proving service of a notice or demand, it shall be sufficient to prove that delivery was made in accordance with Clause 3.
5. Upon the Government making a written demand on the Obligor, the Obligor shall pay the sum so demanded to the Government unconditionally and immediately on demand without any reference to the Tenderer, and notwithstanding any dispute or difference which may have arisen under or in connection with the Service Deed, or in respect of any amount payable thereunder, and notwithstanding any defence which the Tenderer may have, or request or instruction which may be given to the Obligor by the Tenderer not to pay the same.
6. The Obligor hereby confirms and agrees that it shall not be required or permitted to enquire or make investigations into:
 - (a) the reason(s) or circumstance(s) of any demand hereunder;
 - (b) the respective rights, obligations, duties and/or liabilities of the Government and the Tenderer under the Service Deed; or
 - (c) the authenticity of the Government's written demand or the authority or entitlement of persons signing such demand for and on behalf of the Government,and the aforesaid written demand shall be conclusive of the Obligor's liability under this Bank Bond and as to the amount which the Obligor has to pay to the Government.
7. Payment of any sum demanded under this Bank Bond shall be made in full without any set-off or counterclaim whatsoever or howsoever arising and free and clear of all deductions or withholdings of any kind whatsoever or howsoever arising.
8. Payment of any sum demanded under this Bank Bond shall be made in Hong Kong Dollars to the account specified in the relevant demand.
9. For the avoidance of doubt, the Obligor agrees that its liability hereunder shall not be discharged, released, affected or impaired in any way by:
 - (a) any modification, amendment, alteration or variation in or to any of the conditions or provisions of any of the Contract Documents or the works or the services thereunder; or
 - (b) any arrangement made between the Tenderer and the Government; or
 - (c) any breach or breaches of any of the Contract Documents, whether by the Tenderer or by the Government, or any other default or defaults of the Tenderer or the Government, and whether the same is or are made or occur with or without the Obligor's knowledge or consent; or

- (d) any waiver, compromise, indulgence, forbearance or forgiveness by the Government whether as to time, payment, performance or any other matter or thing afforded to the Tenderer under any of the Contract Documents; or
- (e) the taking, variation, renewal or release of, the enforcement of or neglect to perfect or enforce, any right, guarantee, remedy or security from or against the Tenderer or any third party; or
- (f) any unenforceability, illegality or invalidity of any of the Contract Documents or any of the provisions of any of the Contract Documents or any of the Tenderer's obligations under any of the Contract Documents, so that this Bank Bond shall be construed as if there were no such unenforceability, illegality or invalidity; or
- (g) any avoidance, suspension or termination of any of the Contract Documents; or
- (h) the dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, bankruptcy, liquidation, winding-up, the appointment of an administrator or receiver, other failure or financial disability or any other analogous event affecting the Tenderer or the Obligor; or
- (i) any disability, incapacity or change in the constitution of any or all of the Tenderer, the Government and the Obligor; or
- (j) any dispute between the Government and the Tenderer under or in relation to any of the Contract Documents; or
- (k) any other matters or things (whether similar to the foregoing or otherwise) whereby the obligations of the Obligor hereunder might under any applicable law be discharged or affected,

and the Obligor hereby waives notice of the foregoing.

10. The Obligor confirms that its liability hereunder shall be a continuing liability and that this Bank Bond shall remain in full force and effect from the date first written above until the date (the "**Expiry Date**") when the first of the following events occurs:
 - (a) the original of this Bank Bond is returned by the Government to the Obligor accompanied by the Government's notice in writing that it is to be cancelled; or
 - (b) [INSERT THE DATE] ; or
 - (c) the Maximum Sum has been duly paid to the Government unless the date for making such payment has been further renewed or extended by the Obligor in writing.
11. This Bank Bond shall expire as to any undrawn portion of the Maximum Sum at the close of normal banking business on the Expiry Date. "Undrawn portion" shall mean the Maximum Sum less the aggregate amount which shall have been the subject of the Government's demand or demands for payment as herein before provided. The expiry of this Bank Bond under Clause 10 above shall not affect or discharge the liability of the Obligor to make payment of any demand made in accordance with the provisions of Clauses 1 and 2 above and received by the Obligor on or before the Expiry Date.
12. This Bank Bond is irrevocable. Further, this Bank Bond and any rights and obligations of the Government and the Obligor thereunder shall not be assigned or transferred by the Obligor except with the prior approval in writing of the Government and on the conditions that:

- (a) this Bank Bond and all rights and obligations of the Government and the Obligor thereunder shall be assigned or transferred as a whole; and
- (b) the assignee shall covenant in writing with the Government to perform all the obligations of the Obligor under this Bank Bond.

The Obligor shall ensure that notice in writing of any assignment or transfer of this Bank Bond and all rights and obligations thereunder shall be given to the Tenderer.

- 13. Any waiver by the Government of the terms of this Bank Bond or any consent or approval given by the Government shall only be effective if given in writing and then only for the purpose and upon the terms and conditions if any on which it is given.
- 14. If any provision of this Bank Bond shall be declared invalid, unenforceable or illegal by the courts of any competent jurisdiction to which it is subject, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Bank Bond in that jurisdiction, but it shall not affect the validity, enforceability or legality of that provision in another jurisdiction.
- 15. This Bank Bond shall be governed by and construed in accordance with the laws of Hong Kong and the Obligor hereby irrevocably agrees to submit to the jurisdiction of the courts of Hong Kong and agrees not to claim that such courts are not a convenient or proper forum. Such submission shall not (and shall not be construed to) limit the right of the Government to proceed against the Obligor in any other court of competent jurisdiction, and proceeding in any one or more jurisdictions shall not preclude proceedings in any other jurisdiction (whether concurrent or not) if and to the extent permitted by the applicable law.
- 16. The Obligor shall reimburse the Government for all legal and other costs incurred by the Government in connection with the enforcement of this Bank Bond. All sums payable by the Obligor pursuant to this Clause 16 shall not be regarded as part of the Maximum Sum and shall be payable in addition to the Maximum Sum.
- 17. The Obligor hereby represents and warrants that the undersigned has full authority to execute this Bank Bond on behalf of the Obligor.
- 18. For the purposes of this Bank Bond, "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China; and "Hong Kong Dollars" means the lawful currency of Hong Kong.

IN WITNESS WHEREOF the Obligor has caused this Bank Bond to be executed as a deed on the day and year first above written.

EXECUTED as a DEED by)
[NAME OF THE GUARANTOR])
acting by [NAME], [TITLE])
acting under the authority)
of that company, in the presence of:)

Witnesses

Signature: _____

Name: _____

Address: _____

Form of Demand Notice

To: [OBLIGOR]
[ADDRESS]

Bank Bond Reference/No.: [INSERT DETAILS]

Dear Sirs,

Demand Notice

We refer to the above referenced Bank Bond. This is the demand notice referred to therein.

Capitalised terms used in this demand notice shall have the meaning given to such terms in the Bank Bond.

The Tenderer has failed to perform the Service Deed in accordance with its terms and conditions, in particular in connection with [PLEASE SPECIFY IN WHAT ASPECT THE TENDERER HAS SO FAILED].

Pursuant to Clause 1 of the Bank Bond, we hereby demand payment of [] Hong Kong Dollars (HK\$[•]) in immediately available funds to the following account: [INSERT ACCOUNT DETAILS].

Yours faithfully,

[AUTHORIZED SIGNATORY]

Annex VI to the Tender Notice

Matters to be Contained in the Legal Opinion Required for a Successful Tenderer and/or Performance Guarantor Incorporated or Established Outside the Hong Kong Special Administrative Region

1. Overview
- 1.1. Capitalised terms not otherwise defined herein shall have the meaning given in the Tender Notice
- 1.2. In this Annex VI:
 - (a) "**Successful Tenderer**" shall mean the successful tenderer receiving notification of award as referred to in paragraph 12 of the Tender Notice; and
 - (b) "**Performance Guarantor**" shall mean a performance guarantor meeting the requirements of the Tender Notice.

Drafting Notes:

Note 1 - refer to the Successful Tenderer and/or Performance Guarantor, as appropriate.

Note 2 - refer to the documents executed by the Successful Tenderer and/or Performance Guarantor, as appropriate.

Note 3 - adopt as appropriate depending on whether there is/are one or more executed documents.

2. Content of the Legal Opinions
- 2.1. The legal opinion[s] shall contain legal advice confirming that:
 - (a) the [Successful Tenderer/Performance Guarantor] [Note 1] is duly incorporated or established, validly existing and in good standing under the laws of the place where it is incorporated or established ("**Place of Incorporation**");
 - (b) the [Successful Tenderer/Performance Guarantor] [Note 1] has the full power, authority and legal capacity to execute the [Memorandum of Agreement and the Service Deed/Performance Guarantee] [Note 2] ([each a] [Note 3] "**Relevant Document**") and to incur the liabilities and to perform the obligations therein;
 - (c) the execution and delivery of [each/the] [Note 3] Relevant Document has been duly authorized by all necessary corporate action. Once the Relevant Document[s] [Note 3] [is/are] executed, [it/they] [Note 3] constitute[s] [Note 3] legal, valid and binding obligations of the [Successful Tenderer/Performance Guarantor] [Note 1] and are enforceable against the [Successful Tenderer/Performance Guarantor] [Note 1] in accordance with [its/their] [Note 3] terms;
 - (d) the execution, and delivery of [each/the] [Note 3] Relevant Document and performance of all obligations under [each/the] [Note 3] Relevant Document:
 - (i) do not violate any provision of any applicable law, regulation or decree of the Place of Incorporation;
 - (ii) do not violate any judgment, order, or decree by which the [Successful Tenderer/Performance Guarantor] [Note 1] is bound; and
 - (iii) do not breach or conflict with, or constitute a default under, the constitutional documents of the [Successful Tenderer/Performance Guarantor] [Note 1];

- (e) any arbitration awards or judgments obtained in connection with the provisions of the Relevant Document[s] [Note 3] will be enforceable in the Place of Incorporation and without any retrial of the issues which were the subject of such judgment, or any re- examination of the underlying claims;
- (f) any authorizations, consents or approvals required from any governmental authorities or agencies or other official bodies in the Place of Incorporation in connection with the execution of and delivery of the Relevant Document[s] [Note 3] or the performance of the obligations of the [Successful Tenderer/Performance Guarantor] [Note 1] under the Relevant Document[s] [Note 3], have been fully obtained, and no consent, approval or authorization of, or registration, filing or declaration with any governmental authority of any kind, in connection with the execution, delivery or performance of the Relevant Document[s] [Note 3] is required;
- (g) [each/the] [Note 3] Relevant Document[s] [Note 3] does not need to be registered or filed in the Place of Incorporation [or any other jurisdiction] in order to secure its validity and/or priority or, if [it/they] [Note 3] do[es] so need to be registered or filed, such registration or filing has been completed;
- (h) there is no restriction under the laws of the Place of Incorporation on the assumption and performance of the [Successful Tenderer's/Performance Guarantor's] [Note 1] obligations under the Relevant Document[s] [Note 3];
- (i) the choice of the laws of Hong Kong to govern the [the Service Deed/Performance Guarantee] [Note 2] is a valid choice of law and would be recognized and given effect to by the courts of the Place of Incorporation;
- (j) it is not necessary under the laws of the Place of Incorporation that the Government be licensed, qualified or otherwise registered in the Place of Incorporation in order to enable it to enforce its right under the Relevant Document[s] [Note 3];
- (k) no taxes, duties or levies in the Place of Incorporation are imposed by withholding or otherwise on any payment to be made by the [Successful Tenderer/Performance Guarantor] [Note 1] under the Relevant Document[s] [Note 3] or are imposed on, or by virtue of, the execution or delivery of the Relevant Document[s] [Note 3] or any document or instrument to be executed or delivered thereunder;
- (l) the execution and delivery of the Relevant Document[s] [Note 3] will not, of itself, be subject to any tax, duty; levy or fee, including without limitation any stamp duty or similar levy, imposed by or within the Place of Incorporation, or any political subdivision or taxing authority thereof or therein;
- (m) there is no applicable usury or interest limitation law in the Place of Incorporation which would restrict the recovery of payments or the performance by the [Successful Tenderer/Performance Guarantor] [Note 1] of its obligations under the Relevant Document[s] [Note 3];
- (n) the Government is not or will not be deemed to be resident, domiciled, carrying on a business or be subject to taxation in the Place of Incorporation by reason only of negotiation, preparation, execution, performance, enforcement of and/or receipt of payment due from the [Successful Tenderer/Performance Guarantor] [Note 1] under the Relevant Document[s] [Note 3]; and
- (o) in any proceedings taken against the [Successful Tenderer/Performance Guarantor] [Note 1] by the Government in the Place of Incorporation in relation to the Relevant Document[s] [Note 3], the [Successful Tenderer/Performance Guarantor] [Note 1] will not be entitled to claim for itself or for any of its assets immunity from suit, execution, attachment or other legal process.

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

GENERAL CONDITIONS

Completion of
tender documents

1. Within 14 days of the date of the letter referred to in paragraph 12 of the Tender Notice annexed hereto, the successful tenderer (hereinafter referred to as “the Purchaser”) shall sign, or in the case of a limited company duly execute under its common seal and in accordance with the laws of its place of incorporation or otherwise in accordance with the applicable law to the satisfaction of the Director of Lands (hereinafter referred to as “the Director”), the Memorandum of Agreement annexed hereto (hereinafter referred to as “the said Memorandum”), the sale plan annexed hereto and the Service Deed pursuant to paragraph 12 of the Tender Notice annexed hereto for completing the purchase according to these Conditions. Where the successful tender has been made on behalf of a principal, the principal shall himself sign or itself execute the said Memorandum, the sale plan and the Service Deed pursuant to paragraph 12 of the Tender Notice annexed hereto as the Purchaser.

Completion of sale

2. Within 28 days of the date of the letter referred to in paragraph 12 of the Tender Notice annexed hereto, the Purchaser shall pay to the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”) in one lump sum the balance of the premium tendered by him.

Failure to pay
further deposit or
balance of the
premium

3. If the Purchaser shall have failed to pay the further deposit (if required) referred to in paragraph 12 of the Tender Notice annexed hereto in accordance with the said paragraph 12 or shall fail to pay the balance of the premium as provided in General Condition No. 2 hereof, the Government may either enforce or cancel the sale. On cancellation the sum forwarded by the defaulting Purchaser with his tender as an initial deposit and the sum paid as a further deposit in accordance with paragraph 12 of the Tender Notice annexed hereto and in part payment of the premium tendered by him shall be wholly forfeited to the Government, and the Government shall be at liberty to resell the lot at such time and place and in such manner as the Government shall deem fit, and all losses and expenses attending a resale or attempted resale, including-

- (a) interest equivalent to 2% per annum above the average Best Lending Rate announced by the current note-issuing banks in the Hong Kong Special Administrative Region (hereinafter referred to as “Hong Kong”), namely, The Hongkong and Shanghai Banking Corporation Limited, Standard Chartered Bank (Hong Kong) Limited and Bank of China (Hong Kong) Limited for the time being (hereinafter referred to as “the Agreed Rate”) on the further deposit (if required but not paid) and the balance of the premium for the periods from the respective latest dates upon which such further deposit and balance should have been paid in accordance with paragraph 12 of the Tender Notice annexed hereto and General Condition No. 2 hereof up to and including the date upon which the balance of the premium upon a resale is paid;

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

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

Rent

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

Acknowledgement
by Purchaser

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

Exclusion of
warranty

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

purchased the lot or rendering it impossible to achieve the scale of development originally intended.

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

Indemnity by the Purchaser

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

Setting out

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

Encroachment upon Government land

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

Maintenance

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

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

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

Boundary stones

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

Private streets, roads and lanes

9. Any private streets, roads and lanes which by these Conditions are required to be formed shall be sited to the satisfaction of the Director and included in or excluded from the area to be leased as may be determined by him and in either case shall be surrendered to the Government free of cost if so required. If the said streets, roads and lanes are surrendered to the Government, the surfacing, kerbing, draining (both foul and storm water sewers), channelling and road lighting thereof shall be carried out by the Government at the expense of the Purchaser and thereafter they shall be maintained at public expense. If the said private streets, roads and lanes remain part of the area to be leased, they shall be lighted, surfaced, kerbed, drained, channelled and maintained by and at the expense of the Purchaser and in all respects to the satisfaction of the Director and the Director may carry out or cause to be carried out the installation and maintenance of road lighting for the sake of public interest as required. The Purchaser shall bear the capital cost of installation of road lighting and allow free ingress and egress to and from the area to be leased to workmen and vehicles for the purpose of installation and maintenance of the road lighting.

Right to inspect

10. (a) The Purchaser shall throughout the tenancy, at all reasonable times, permit the Director or his authorized representatives, with or without notice, to enter in or upon the lot or any part thereof or any building or part of any building erected on the lot for the purpose of inspecting the same so as to

ascertain that there is no breach of or failure to observe any of these Conditions.

Right to inspect for assessing contamination

(b) The Purchaser shall throughout the tenancy, at all reasonable times, permit the Director and the Director of Environmental Protection or his or their authorized representatives, upon serving reasonable verbal or written notice on the Purchaser, to enter into or upon the lot or any part thereof or any building or part of any building erected on the lot for the purpose of carrying out site investigation works to assess the extent of contamination within the lot, which works shall include but not be limited to conducting site inspections, taking soil and water samples and any other works and operations relating or ancillary to such contamination assessment.

Breach of lease conditions

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

Re-entry

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

No refund of premium on re-entry

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

Lease

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

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

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

Definitions

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

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

Marginal notes

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

SPECIAL CONDITIONS

- Possession (1) (a) Subject to payment of the balance of the premium as provided in General Condition No. 2 hereof and subject to the provisions of General Condition No. 1 hereof—
- (i) possession of the lot other than that portion of the lot shown edged pecked purple on the plan annexed hereto (hereinafter referred to as “the Edged Pecked Purple Area”) shall be deemed to be given to and taken by the Purchaser on the date of this Agreement; and
- Deferred possession of the Edged Pecked Purple Area (ii) possession of the Edged Pecked Purple Area shall be given to and taken by the Purchaser on a date as specified in a letter to be issued by the Director to the Purchaser, such date to be not later than one month from the date of this Agreement.
- No claim against the Government (b) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the deferred possession of the Edged Pecked Purple Area under sub-clause (a)(ii) of this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- The Gas Kiosk and the Existing Buildings (2) (a) The Purchaser hereby accepts and acknowledges that as at the date of this Agreement—
- (i) there is a gas kiosk with related appliances belonging to The Hong Kong and China Gas Company Limited (hereinafter referred to as “Towngas”) existing within that portion of the lot shown edged brown and marked “GAS KIOSK” on the plan annexed hereto (which gas kiosk and the related appliances are hereinafter collectively referred to as “the Gas Kiosk”), and for the purposes of these Conditions, the decision of the Director as to what constitutes the Gas Kiosk shall be final and binding on the Purchaser; and
- (ii) there are some buildings and structures existing within the lot (which buildings and structures excluding the Gas Kiosk are hereinafter collectively referred to as “the Existing Buildings”).
- (b) Without prejudice to General Condition No. 5 hereof, the Purchaser shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing on the date of this Agreement and the Purchaser hereby accepts and agrees that the lot is purchased with the presence of the Gas Kiosk and the Existing Buildings and subject to the use of the Gas Kiosk by Towngas, and no objection or claim whatsoever shall be made or raised against the Government by the Purchaser in respect of or on account of the same.

Exclusion of
warranty

- (c) (i) The Government gives no warranty or guarantee, express or implied, as to—
 - (I) the physical state, condition or safety of the Gas Kiosk and the Existing Buildings; or
 - (II) whether the Gas Kiosk and the Existing Buildings were erected or installed or have remained in existence in compliance with the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as “the Buildings Ordinance”).
- (ii) The presence, demolition and removal of the Gas Kiosk and the Existing Buildings in accordance with sub-clause (d) of this Special Condition or the physical state or condition and the use of the Gas Kiosk shall not in any way relieve the Purchaser of or release, discharge, lessen or vary the Purchaser’s obligations under these Conditions or in any way affect or prejudice the rights and remedies of the Government under these Conditions or otherwise in respect of any breach, non-compliance, non-observance or non-performance by the Purchaser of any of his obligations under these Conditions.

Demolition of
the Gas Kiosk and the
Existing Buildings

(d) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director, demolish and remove the Gas Kiosk and the Existing Buildings from the lot (which demolition and removal works of the Gas Kiosk and the Existing Buildings are hereinafter referred to as “the Demolition and Removal Works”). For the Demolition and Removal Works in respect of the Gas Kiosk, the Purchaser shall comply with sub-clause (e) of this Special Condition.

- (e) (i) Prior to the commencement of the Demolition and Removal Works in respect of the Gas Kiosk, the Purchaser shall at his own expense make direct arrangement with Towngas for the decommissioning and removal of the related appliances of the Gas Kiosk.
- (ii) The Purchaser shall at all reasonable times permit Towngas and its contractors, agents, workmen and any persons authorized by Towngas with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot (including the Existing Buildings, if necessary), the Green Areas and the Green Stippled Black Area for the purposes of—
 - (I) inspecting, checking, upholding, maintaining and repairing the Gas Kiosk during the subsistence of the Gas Kiosk; and
 - (II) carrying out any decommissioning and removal of the related appliances of the Gas Kiosk.

No liability

(f) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to—

- (i) the presence and (where applicable) the use of the Gas Kiosk and the Existing Buildings or the carrying out of the Demolition and Removal Works;
- (ii) the physical state or condition of the Gas Kiosk and the Existing Buildings or any part or parts thereof;
- (iii) the fulfilment or non-fulfilment of any of the Purchaser's obligations under this Special Condition; or
- (iv) the exercise by Towngas, its contractors, agents, workmen or any other persons authorized by Towngas of the rights conferred under sub-clause (e)(ii) of this Special Condition,

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

Indemnity by
the Purchaser

(g) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to—

- (i) the presence and (where applicable) the use of the Gas Kiosk and the Existing Buildings or the carrying out of the Demolition and Removal Works;
- (ii) the physical state or condition of the Gas Kiosk and the Existing Buildings or any part or parts thereof;
- (iii) the fulfilment or non-fulfilment of any of the Purchaser's obligations under this Special Condition; or
- (iv) the exercise by Towngas, its contractors, agents, workmen or any other persons authorized by Towngas of the rights conferred under sub-clause (e)(ii) of this Special Condition.

Acknowledgement
of the Cables

(3) (a) The Purchaser hereby accepts and acknowledges that as at the date of this Agreement, there may be some electricity distribution and transmission cables of 132 kilovolts together with the associated cable works, structures, facilities and installations (hereinafter collectively referred to as "the Cables") laid by CLP Power Hong Kong Limited below the ground level of the Green Areas and the Green Stippled Black Area (as respectively defined in Special Condition No. (4)(a) hereof) and the adjacent or adjoining land, which may encroach onto the lot. For the purpose of this Special Condition, the decision of the Director as to what constitutes the ground level shall be final and binding on the Purchaser.

(b) Without prejudice to General Condition No. 5 hereof and the generality of Special Condition No. (49) hereof, the Purchaser shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot existing on the date of this Agreement and the Purchaser hereby accepts and agrees that the lot is purchased subject to the presence and the use and operation of the Cables, if any, and no objection or claim whatsoever shall be made or raised against the Government by the Purchaser in respect of or on account of the same.

No liability

(c) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other persons arising whether directly or indirectly out of, in connection with or incidental to the presence, use, operation, maintenance, repair, removal and demolition (as the case may be) of the Cables or the physical state or condition of the Cables, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Indemnity by the Purchaser

(d) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the presence, use, operation, maintenance, repair, removal and demolition (as the case may be) of the Cables or the physical state or condition of the Cables.

Formation of the Green Areas and the Green Stippled Black Area (time limit, manner and purpose)

(4) (a) The Purchaser shall—

(i) within 60 calendar months or the period stated in column 2 of Part A of the Schedule annexed hereto, whichever is the shorter, from the date of this Agreement or such other date as may be approved by the Director, at the Purchaser's own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director—

(I) lay and form those portions of the future public roads shown coloured green on the plan annexed hereto (hereinafter referred to as "the Green Areas"); and

(II) provide and construct within the Green Areas such culverts, pavements, roads or such other structures as the Director at his sole discretion may require (hereinafter collectively referred to as "the Green Areas Structures"),

so that building, vehicular and pedestrian traffic may be carried on the Green Areas;

(ii) within 24 calendar months from the date of this Agreement or such other period as may be approved by the Director, at the Purchaser's own expense, in such manner with such materials and to such standards, levels, alignment and

design as the Director shall approve and in all respects to the satisfaction of the Director–

- (I) lay and form that portion of the future public roads shown coloured green stippled black on the plan annexed hereto (hereinafter referred to as “the Green Stippled Black Area”); and
- (II) provide and construct within the Green Stippled Black Area such culverts, pavements, roads or such other structures as the Director at his sole discretion may require (hereinafter collectively referred to as “the Green Stippled Black Area Structures”),

so that building, vehicular and pedestrian traffic may be carried on the Green Stippled Black Area;

- (iii) (I) within 60 calendar months or the period stated in column 2 of Part A of the Schedule annexed hereto, whichever is the shorter, from the date of this Agreement or such other date as may be approved by the Director, at the Purchaser’s own expense and in all respects to the satisfaction of the Director, surface, kerb and channel the Green Areas and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may at his sole discretion require; and
 - (II) within 24 calendar months from the date of this Agreement or such other period as may be approved by the Director, at the Purchaser’s own expense and in all respects to the satisfaction of the Director, surface, kerb and channel the Green Stippled Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may at his sole discretion require; and
- (iv) thereafter maintain at the Purchaser’s own expense the Green Areas together with the Green Areas Structures or any part or parts thereof and the Green Stippled Black Area together with the Green Stippled Black Area Structures or any part or parts thereof and all structures, surfaces, gullies, sewers, drains, fire hydrants with pipes connected to the water mains, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in all respects to the satisfaction of the Director until possession of the Green Areas and the Green Stippled Black Area or the respective part or parts thereof have been re-delivered up to the

Government in accordance with Special Condition No. (5) hereof.

Formation of the Green Areas and the Green Stippled Black Area (non-fulfilment)

(b) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition by the dates specified therein or such other date as may be approved by the Director, the Government may (but is not obliged to) carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser.

No claim against the Government

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

Indemnity by the Purchaser

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

Possession of the Green Areas and the Green Stippled Black Area

(5) For the purposes only of carrying out the works specified in Special Condition No. (4) hereof, the Purchaser shall on the date of this Agreement be granted possession of the Green Areas and the Green Stippled Black Area. The Green Areas and the Green Stippled Black Area or any part thereof as the Director may at his sole discretion request shall be re-delivered up to the Government on demand and in any event shall be deemed to have been re-delivered up to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Purchaser shall at all reasonable times while he is in possession of the Green Areas and the Green Stippled Black Area allow free access over and along the Green Areas and the Green Stippled Black Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (4) hereof or otherwise.

Restriction on use of the Green Areas and the Green Stippled Black Area

(6) The Purchaser shall not without the prior written consent of the Director use the Green Areas and the Green Stippled Black Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (4) hereof.

Access to the Green Areas and the Green Stippled Black Area

(7) (a) The Purchaser shall at all reasonable times while he is in possession of the Green Areas and the Green Stippled Black Area—

Area for
inspection

- (i) permit the Government, the Director, his officers, contractors, agents, workmen and any other persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot, the Green Areas and the Green Stippled Black Area for the purposes of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (4)(a) hereof; and carrying out, inspecting, checking and supervising the works under Special Condition No. (4)(b) hereof; and any other works which the Director may consider necessary in the Green Areas and the Green Stippled Black Area;
- (ii) permit the Government and the relevant public utility companies authorized by the Government with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot, the Green Areas and the Green Stippled Black Area as the Government or the relevant public utility companies authorized by the Government may require for the purpose of any works to be carried out in, upon or under the Green Areas and the Green Stippled Black Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wires, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Purchaser shall cooperate fully with the Government and also with the relevant public utility companies authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Areas, the Green Stippled Black Area or any adjoining land; and
- (iii) permit the officers of the Water Authority and any other persons as may be authorized by them with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot, the Green Areas and the Green Stippled Black Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repair, replacement and alteration of any waterworks installations within the Green Areas, the Green Stippled Black Area or any adjoining land. For the purposes of these Conditions, "Water Authority" shall be as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "the Waterworks Ordinance").

No claim against the Government

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

Indemnity by the Purchaser

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

The Pink Hatched Blue Area

(8) (a) Except with the prior written approval of the Director (who may give such approval on such terms and conditions as he sees fit or refuses to give it at his sole and absolute discretion), no building or structure or support for any building or structure (other than the structure or structures provided or constructed in accordance with sub-clause (b) of this Special Condition) shall be erected or constructed or placed on, over, under, above, below or within that portion of the lot shown coloured pink hatched blue on the plan annexed hereto (hereinafter referred to as "the Pink Hatched Blue Area").

Formation of the Pink Hatched Blue Area (time limit, manner and purpose)

(b) The Purchaser shall—

(i) within 24 calendar months from the date of this Agreement or such other period as may be approved by the Director, at the Purchaser's own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director—

(I) lay and form the Pink Hatched Blue Area; and

(II) provide and construct within the Pink Hatched Blue Area such culverts, pavements, roads or such other structures as the Director at his sole discretion may require (hereinafter collectively referred to as "the PHBA Structures"),

so that building, vehicular and pedestrian traffic may be carried on the Pink Hatched Blue Area;

- (ii) within 24 calendar months from the date of this Agreement or such other period as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Director, surface, kerb and channel the Pink Hatched Blue Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may at his sole discretion require; and
- (iii) thereafter maintain at the Purchaser's own expense the Pink Hatched Blue Area or any part or parts thereof together with the PHBA Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in all respects to the satisfaction of the Director, until the surrender of the Pink Hatched Blue Area or the respective part or parts thereof to the Government in accordance with sub-clause (f)(ii) of this Special Condition.

Formation of the
Pink Hatched Blue
Area (non-
fulfilment)

(c) In the event of the non-fulfilment of any of the Purchaser's obligations under sub-clause (b) of this Special Condition, the Government may (but is not obliged to) carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser.

Access to the Pink
Hatched Blue
Area for
inspection

(d) The Purchaser shall at all reasonable times prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (f)(ii) of this Special Condition permit the Government, the Director, his officers, contractors, agents, workmen and any other persons authorized by the Director, with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot including the Pink Hatched Blue Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (b) of this Special Condition and carrying out, inspecting, checking and supervising the works under sub-clause (c) of this Special Condition or any other works which the Director may consider necessary in the Pink Hatched Blue Area.

No claim against
the Government

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

(f) Notwithstanding the provisions of Special Conditions Nos. (30) and (33) hereof—

Carving out of the Pink Hatched Blue Area

(i) prior to the surrender of the Pink Hatched Blue Area or any part or parts thereof in accordance with sub-clause (f)(ii) of this Special Condition, the Purchaser shall at his own expense carve out the Pink Hatched Blue Area from the lot by way of a deed poll in such form and containing such provisions as the Director shall require or approve, which deed poll shall be registered by the Purchaser at his own expense at the Land Registry and no transaction (except a building mortgage under Special Condition No. (30)(b)(i) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected thereon shall be entered into prior to such registration; and

Surrender of the Pink Hatched Blue Area

(ii) the Purchaser shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up to the Government vacant possession of the Pink Hatched Blue Area or any part or parts thereof as the Director may at his sole discretion request together with the PHBA Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as referred to in sub-clause (b)(iii) of this Special Condition as the Director shall at his sole discretion specify, save and except any structure or structures erected or constructed with the prior written approval of the Director given under sub-clause (a) of this Special Condition, but otherwise free from all encumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Purchaser, provided always that the Government shall be under no obligation to accept surrender of the Pink Hatched Blue Area or any part or parts thereof at the request of the Purchaser, but may do so as and when it sees fit. For this purpose the Purchaser shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require. The Purchaser shall have no right to claim against the Government for any loss, damage or compensation whatsoever arising whether directly or indirectly out of or in connection with the surrender or the Director's decision not to call for the surrender.

Restriction on use of the Pink Hatched Blue Area

(g) The Purchaser shall not use the Pink Hatched Blue Area or any part or parts thereof for any purpose other than the carrying out of the works specified in sub-clause (b) of this Special Condition or such other purposes as the Director in his sole discretion may approve. No goods or vehicles shall be stored or parked within the Pink Hatched Blue Area or any part or parts thereof.

Concession under
Building
(Planning)
Regulations, etc.

(h) It is expressly agreed and declared that the obligation on the part of the Purchaser contained in sub-clause (f)(ii) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Purchaser expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

No guarantee of
maximum gross
floor area

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

Building covenant

(9) 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 within 60 calendar months or the period stated in column 2 of Part A of the Schedule annexed hereto, whichever is the shorter, from the date of this Agreement.

User

(10) Subject to Special Condition No. (16) hereof, 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—

(a) vehicle servicing and maintenance;

(b) logistics and freight forwarding including—

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

(ii) return management including management of associated movements, repair or replacement of defective components and associated quality assurance of goods (including but not limited to raw materials, spare parts and merchandises but excluding sand, aggregates, building materials and

dangerous goods as defined in the Dangerous Goods Ordinance, any regulations made thereunder and any amending legislation) (hereinafter referred to as “the Return Management”) and ancillary storage of such goods and such other related or ancillary purposes as may from time to time be approved in writing by the Director, and for the avoidance of doubt, the Return Management involving direct provision of customer services or goods shall not be allowed;

- (c) consolidation and handling of container cargoes and break-bulk cargoes;
- (d) loading, unloading and storage of containers;
- (e) cargo screening ancillary to the uses permitted under sub-clause (b)(ii) of this Special Condition;
- (f) other ancillary cargo handling facilities as may be approved in writing by the Director;
- (g) a combination of any of the users stated in sub-clauses (a) to (f) of this Special Condition;
- (h) the Public Vehicle Park as defined in Special Condition No. (39) hereof;
- (i) offices ancillary to any of the uses permitted under sub-clauses (a) to (g) of this Special Condition provided that except with the prior written approval of the Director, the total usable floor area of the ancillary office shall not exceed 30% of the total usable floor area of the use to which the office is ancillary, and for the purpose of this Special Condition, “usable floor area” shall mean any floor space other than staircases, staircase halls, lift landings, the spaces used in providing water-closet fittings, urinals and lavatory basins and the space occupied by machinery for any lift, air-conditioning system or similar service; and
- (j) a canteen used exclusively by the people employed on the lot at such size and location as may be approved in writing by the Director, which shall have no independent or direct exit to or entrance from any public road, street, land or any other area whatsoever except such as may be required by the Building Authority (as defined in the Buildings Ordinance) for the purposes of escape in the event of fire or other emergency; and no advertising signboard, notice, poster or any other kind of sign denoting or indicating the existence of such canteen shall be exhibited on the lot or any part thereof or any building or buildings erected or to be erected thereon or any part thereof so as to be visible from outside thereof,

provided that (i) any trade which is now or may hereafter be declared to be an offensive trade under the Public Health and Municipal Services Ordinance, any regulations made thereunder or any amending legislation shall be

excluded; and (ii) the determination of the Director as to whether a particular use of the lot or any part thereof falls within the users permitted under this Special Condition shall be final and binding on the Purchaser.

Logistics service provider and port back-up operator

(11) (a) If the lot or any part thereof (excluding the Government Accommodation) is used for the purposes specified in sub-clauses (b) to (g) of Special Condition No. (10) hereof, the lot or any part thereof or any building or part of any building erected or to be erected thereon (excluding the Government Accommodation) for the purposes specified in sub-clauses (b) to (g) of Special Condition No. (10) hereof and any ancillary office permitted under Special Condition No. (10)(i) hereof shall not be used by any person or corporation other than logistics service provider or port back-up operator both as defined in sub-clause (b) of this Special Condition.

(b) For the purposes of these Conditions, “logistics service provider” means any person or corporation whose primary business is to render outsourced logistics services to their customers or clients for part or all of their supply chain management functions; and “port back-up operator” means any person or corporation whose primary business is to provide port related activities which are situated off-port (that is beyond the perimeter of container terminals, river trade terminals and public cargo working areas). The determination of the Director as to whether a person or corporation is a “logistic service provider” or “port back-up operator” shall be final and binding on the Purchaser.

Preservation of trees

(12) 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

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

Quarters for watchmen and caretakers

(14) Notwithstanding Special Condition No. (10) hereof, quarters may be provided within the lot for watchmen or caretakers or both who, in the opinion of the Commissioner for Labour, are essential to the safety and security of the building or buildings erected or to be erected on the lot. The quarters to be provided under this Special Condition shall comply with the following conditions–

- (a) such quarters shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both;
- (b) the number of watchmen or caretakers or both to be accommodated in any such quarters and the number and size of any such quarters shall be subject to the approval of the Commissioner for Labour; and
- (c) the floor area of any such quarters shall not in any event exceed 5 square metres for each person designed to be accommodated.

- Development conditions (15) Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 7 hereof) of the lot or any part thereof–
- Compliance with Buildings Ordinance (a) any building or buildings erected or to be erected on the lot shall in all respects comply with the Buildings Ordinance;
- Compliance with Town Planning Ordinance (b) no building or buildings may be erected on the lot or any part thereof or upon any area or areas outside the lot specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area or areas outside the lot specified in these Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation;
- Total gross floor area (c) (i) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 96,900 square metres and shall not exceed 161,500 square metres; and
- No guarantee of maximum gross floor area (ii) it is hereby expressly agreed and accepted by the Purchaser that there is no guarantee from the Government that the maximum gross floor area stipulated in sub-clause (c)(i) of this Special Condition can be attained upon development or redevelopment of the lot and that no refund of premium and no claim whatsoever shall be made by the Purchaser against the Government in the event that the said maximum total gross floor area cannot be attained;
- Building setback (d) (i) unless the Director of Buildings (hereinafter referred to as “the D of B”) agrees otherwise, the Purchaser shall at his own expense submit to the D of B for his written approval a plan or plans demonstrating the configuration and layout of all the buildings, structures, supports for buildings or structures and any projections erected or constructed or to be erected or constructed at or above the ground level or levels of the lot for providing the setback areas from the boundaries of the lot, which submission shall in all respects be in compliance with the requirements of the D of B. The said submission shall include the paving and landscaping proposal of such setback areas and other relevant information as the D of B may require or specify at his sole discretion. The aforesaid submission as approved by the D of B is hereinafter referred to as “the Approved Building Setback Submission”. Any buildings, structures, supports for buildings or structures and any projections erected or constructed or to be erected or constructed on the lot shall in all respects comply with the Approved Building Setback Submission. For the purpose of this sub-clause (d)(i), the decision of the D of B as to what constitutes the ground level or levels of the lot and whether there has been compliance with the Approved Building Setback Submission shall be final and binding on the Purchaser; and

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

Building separation

- (e) (i) unless the D of B agrees otherwise, the Purchaser shall at his own expense submit to the D of B for his written approval a plan or plans demonstrating the configuration and layout of all the buildings or group of buildings erected or to be erected on the lot, including continuous projected façade length, separating distance amongst and permeability of such buildings or group of buildings, which submission shall in all respects be in compliance with the building separation requirements of the D of B and shall include such other relevant information as the D of B may require or specify at his sole discretion;
- (ii) the submission under sub-clause (e)(i) of this Special Condition as approved by the D of B is hereinafter referred to as “the Approved Building Separation Submission”. Any buildings or group of buildings erected or to be erected on the lot shall in all respects comply with the Approved Building Separation Submission. For the purpose of this sub-clause (e)(ii), the decision of the D of B as to whether there has been compliance with the Approved Building Separation Submission shall be final and binding on the Purchaser; and
- (iii) no amendment, variation, alteration, modification or substitution of the Approved Building Separation Submission shall be made without the prior written approval of the D of B and if such approval is to be given, it shall be upon such terms and conditions as determined by the D of B at his sole discretion; and

Greenery Area

- (f) (i) the Purchaser shall at his own expense submit to the D of B for his written approval a plan or plans indicating such portion or portions of the lot or building or buildings erected or to be erected thereon at or within which greening (including the provision of live plants with soil base) will be provided and maintained (hereinafter referred to as “the Greenery Area”), the layout and size of the Greenery Area and such other information (including the location and particulars of the building works for the Greenery Area) as the D of B may require or specify at his sole discretion (which submission with plan is hereinafter referred to as “the Greenery Submission”). The decision of the D of B as to what constitutes the provision of greening under the Greenery Submission and which portion or portions of the lot or building or buildings constitute the Greenery Area shall be final and binding on the Purchaser. The aforesaid submission as approved by the D of B is hereinafter

referred to as “the Approved Greenery Submission”. For the purposes of these Conditions, “building works” shall be as defined in the Buildings Ordinance;

- (ii) the Purchaser shall at his own expense implement and complete the building works for the Greenery Area in accordance with the Approved Greenery Submission and shall thereafter maintain the same in all respects to the satisfaction of the D of B. No amendment, variation, alteration, modification or substitution of the Approved Greenery Submission shall be made without the prior written approval of the D of B; and
- (iii) except with the prior written approval of the D of B, the Greenery Area as shown in the Approved Greenery Submission shall be designated as and form part of the Common Areas referred to in Special Condition No. (31)(a)(vi) hereof, and shall not be used for any purpose other than as the Greenery Area in accordance with the layout, size, location and particulars as set out in the Approved Greenery Submission.

Provision of the
Government
Accommodation

- (16) (a) (i) The Purchaser shall at his own expense and in all respects to the satisfaction of the Secretary for Development (hereinafter referred to as “the S for D”) erect, construct and provide within the lot, in a good workmanlike manner and in accordance with sub-clause (a)(ii) of this Special Condition and the plans approved under Special Condition No. (17)(a) hereof, the following accommodations—
 - (I) a designated portion for brownfield uses (including but not limited to general warehouse or storage, logistics, vehicle repair or scrapping and related industries, waste recycling, rural industries and general workshops or such other operations as may be approved by the S for D) with gross floor area of not less than 48,450 square metres or the gross floor area stated in column 2 of Part B of the Schedule annexed hereto, whichever is the greater (hereinafter referred to as “the Designated Portion”). The decision of the S for D as to what constitutes brownfield uses shall be final and binding on the Purchaser;
 - (II) 49 spaces each (except for the spaces required or approved by the Building Authority in sub-clause (a)(i)(III) of this Special Condition) measuring 2.5 metres in width and 5.0 metres in length with minimum headroom of 2.4 metres for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as “the Road Traffic Ordinance”);

- (III) such number of spaces out of the parking spaces provided under sub-clause (a)(i)(II) of this Special Condition as the Building Authority may require or approve for the parking of motor vehicles by disabled persons licensed under the Road Traffic Ordinance, and the dimensions of each of such spaces shall be as the Building Authority may require or approve and the spaces shall be located at such position and level as shall be approved in writing by the Building Authority;
- (IV) 6 spaces each measuring 1.0 metre in width and 2.4 metres in length with minimum headroom of 2.4 metres for the parking of motor cycles licensed under the Road Traffic Ordinance;
- (V) 23 spaces each measuring 3.5 metres in width and 7.0 metres in length with minimum headroom of 3.6 metres for the parking of light goods vehicles licensed under the Road Traffic Ordinance;
- (VI) 23 spaces each measuring 3.5 metres in width and 7.0 metres in length with minimum headroom of 3.6 metres for the loading and unloading of light goods vehicles licensed under the Road Traffic Ordinance;
- (VII) 13 spaces each measuring 3.5 metres in width and 11.0 metres in length with minimum headroom of 4.7 metres for the parking of heavy goods vehicles licensed under the Road Traffic Ordinance;
- (VIII) 13 spaces each measuring 3.5 metres in width and 11.0 metres in length with minimum headroom of 4.7 metres for the loading and unloading of heavy goods vehicles licensed under the Road Traffic Ordinance; and
- (IX) 3 spaces each measuring not less than 3.5 metres in width and 16.0 metres in length with minimum headroom of 4.7 metres for the manoeuvring, loading and unloading of goods vehicles with trailers licensed under the Road Traffic Ordinance,

all to be completed and made fit for occupation and operation within 60 calendar months or the period stated in column 2 of Part A of the Schedule annexed hereto, whichever is the shorter, from the date of this Agreement (which accommodation (including lighting fixtures, ventilation plant, extract ductworks and road or floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the S for D in accordance with these Conditions, walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other

structural elements) together with any other areas, facilities, services and installations exclusive thereto as the S for D may at his absolute and sole discretion determine (whose determination shall be final and binding on the Purchaser) are hereinafter collectively referred to as “the Government Accommodation”).

Headroom requirement for the Designated Portion

(ii) (I) The headroom clear of finishes, services and projections for each floor of the Designated Portion shall not be less than 4.7 metres. For the purpose of this sub-clause (a)(ii)(I), the decision of the S for D as to what constitutes the headroom clear of finishes, services and projections shall be final and binding on the Purchaser.

Floor loading requirement for the Designated Portion

(II) Each floor of the Designated Portion shall be designed to take a uniformly distributed load of not less than 25 kilonewton per square metre.

Directly accessible by container vehicles

(III) All floors of the Designated Portion shall be directly accessible by goods vehicles with trailers in all respects to the satisfaction of the S for D.

Served by loading and unloading facilities

(IV) All parts of the Designated Portion shall be served by the loading and unloading facilities (including such loading and unloading spaces provided in accordance with sub-clauses (a)(i)(VI), (a)(i)(VIII) and (a)(i)(IX) of this Special Condition) to the satisfaction of the S for D.

For the purpose of this Special Condition, the decision of the S for D as to what constitutes a floor shall be final and binding on the Purchaser.

(iii) For the purposes of these Conditions, “motor vehicle”, “motor cycle”, “goods vehicle”, “light goods vehicle”, “heavy goods vehicle”, “trailer” and “disabled person” shall be as defined in the Road Traffic Ordinance.

Government’s right to vary use of the Government Accommodation

(b) The Government hereby reserves the right to alter or vary at its absolute discretion at any time the use of the Government Accommodation or any part thereof.

Plans of the Government Accommodation

(17) (a) (i) The Purchaser shall submit or cause to be submitted to the S for D for his written approval plans of the Government Accommodation which shall include details as to the level, position and design of the Government Accommodation and any other details as the S for D may require.

(ii) Upon approval being given to the plans of the Government Accommodation, no amendment, variation, alteration, modification or substitution thereto shall be made by the

Purchaser except with the prior written approval of the S for D or except as required by the S for D.

- (iii) The plans of the Government Accommodation approved under sub-clause (a)(i) of this Special Condition shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or required by the S for D.

No building works, etc.

(b) No building works (other than the Demolition and Removal Works, the works specified in Special Condition No. (8)(b) hereof, the Pre-development Decontamination Works (as defined in Special Condition No. (52)(a) hereof), ground investigation and site formation works) shall be commenced on the lot until the plans of the Government Accommodation shall have been approved by the S for D under sub-clause (a)(i) of this Special Condition.

Definitions of ground investigation and site formation works

(c) For the purposes of these Conditions, the expressions “ground investigation” and “site formation works” shall be as defined in the Buildings Ordinance.

No gross floor area exemption

(18) (a) The gross floor area of the Government Accommodation to be erected, constructed and provided under Special Condition No. (16)(a) hereof shall be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (15)(c)(i) hereof. For the purposes of these Conditions, the gross floor area of the Government Accommodation shall be as determined by the S for D whose determination in this respect shall be final and binding on the Purchaser.

(b) Notwithstanding sub-clause (a) of this Special Condition, for the purpose of calculating the total gross floor area stipulated in Special Condition No. (15)(c)(i) hereof, there shall not be taken into account the whole of the area of the spaces provided in accordance with sub-clauses (a)(i)(II) to (a)(i)(IX) of Special Condition No. (16) hereof and their associated driveways and circulation areas or any part or parts thereof. For the avoidance of doubt, ramps shall be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (15)(c)(i) hereof. The decision of the S for D on what constitutes (i) associated driveways and circulation areas, and (ii) a ramp shall be final and binding on the Purchaser.

Monitoring of construction of the Government Accommodation

(19) (a) The S for D shall have the right at his absolute discretion to nominate officers of Government departments (hereinafter referred to as “the Officers”) who shall generally oversee the design, construction, provision and completion of the Government Accommodation and shall monitor the construction, provision and completion (hereinafter collectively referred to as “the Construction Works”) of the Government Accommodation in order to ensure that the Construction Works of the Government Accommodation are carried out in accordance with these Conditions.

(b) The Purchaser shall notify the Officers of any condition, restriction, requirement and information affecting or relating to the Government Accommodation or any part thereof or the Construction Works of the Government Accommodation or any part thereof forthwith upon the same becoming known to the Purchaser, his servants, agents, contractors and

workmen and shall make available all drawings, site records, notices, letters, certificates, approvals and information and render all necessary assistance and co-operation to the Officers when required by the Officers.

(c) The Purchaser shall keep the S for D and the Officers advised from time to time as to when he shall be in a position to apply for the relevant occupation permit or temporary occupation permit from the Building Authority in respect of the Government Accommodation or any part thereof.

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

(e) The Purchaser shall indemnify and keep indemnified the Government and the S for D from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the Construction Works of the Government Accommodation or any part thereof.

Liquidated damages

(20) (a) In addition to any other payment which may be demanded by the Government and without prejudice to the rights of the Government under these Conditions or otherwise, the Purchaser shall pay to the Government on demand as hereby agreed by way of liquidated damages and not as a penalty if the Purchaser shall fail to complete and make fit for occupation and operation to the satisfaction of the S for D the Government Accommodation by the date specified in Special Condition No. (16)(a)(i) hereof, a sum calculated at the rate of \$304,790 per day from the date immediately following the expiry of the period specified in Special Condition No. (16)(a)(i) hereof up to and including such date as specified in the certificate of completion issued by the S for D under Special Condition No. (21)(b) hereof.

(b) For the avoidance of doubt, it is hereby agreed and declared that the acceptance of payment of any of the said sum of liquidated damages referred to in sub-clause (a) of this Special Condition shall not discharge the Purchaser from any of his obligations remaining to be observed and performed.

Certificate of completion in respect of the Government Accommodation

(21) (a) Within 14 calendar days after completion of the Government Accommodation, the Purchaser shall deliver to the S for D a certificate by an authorized person (as defined in the Buildings Ordinance) appointed by the Purchaser for the development of the lot that the Government Accommodation has been completed in accordance with these Conditions.

(b) Where in the opinion of the S for D (whose opinion in this respect shall be final and binding on the Purchaser) that the Government Accommodation has been completed and made fit for occupation and operation to his satisfaction, the S for D shall issue to the Purchaser a certificate of completion to that effect provided that the S for D may at his

absolute discretion issue a certificate of completion in respect of a part of the Government Accommodation which the S for D considers to have been completed and made fit for occupation and operation to his satisfaction.

(c) Notwithstanding the issue of any certificate of completion by the S for D, the Purchaser shall not be absolved from any of his liabilities under Special Conditions Nos. (19)(e) and (26) hereof nor any other obligations remaining to be observed and performed by him under these Conditions.

Assignment of the
Government
Accommodation

(22) (a) The Purchaser shall when called upon so to do by the S for D assign to The Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "FSI" which expression shall if the context permits include its successors and assigns), with vacant possession, free from encumbrances, at the expense of the Purchaser, the undivided shares specified in sub-clause (b) of this Special Condition together with the right to the exclusive use, occupation and enjoyment of the Government Accommodation and the Purchaser shall complete the assignment of the Government Accommodation in respect of which a certificate of completion shall have been issued under Special Condition No. (21)(b) hereof within such time as may be specified in writing by the S for D.

(b) The number of undivided shares in the whole of the lot to be assigned to FSI in accordance with sub-clause (a) of this Special Condition shall be determined by the S for D having regard to the proportion which the gross floor area of the Government Accommodation shall bear to the gross floor area of all the buildings erected or to be erected within the lot. The determination of the S for D in this respect shall be final and binding on the Purchaser.

(c) When called upon to do so by the S for D (irrespective of whether the Purchaser shall have been called upon to assign under sub-clause (a) of this Special Condition) the Purchaser shall submit or cause to be submitted to the S for D for his approval in writing an Assignment in respect of the Government Accommodation, which Assignment shall be in such form and shall contain such provisions as shall be required or approved by the S for D.

(d) On completion of the assignment of the Government Accommodation the Purchaser shall deliver to FSI at the expense of the Purchaser one set of the originals or certified copies of deeds and documents of title relating to the lot and the memorial of the Assignment in respect of the Government Accommodation duly completed and verified by a certificate of the solicitor for the Purchaser. All fees payable on registration of the Assignment in the Land Registry shall be borne by the Purchaser solely.

No consideration for
the Government
Accommodation

(23) Without prejudice to Special Condition No. (20)(a) hereof, the Purchaser shall assign to FSI the Government Accommodation pursuant to Special Condition No. (22)(a) hereof free of costs and without any payment or consideration.

Possession of the
Government
Accommodation

(24) The S for D shall have the right to demand at any time before the assignment of the Government Accommodation pursuant to Special Condition No. (22)(a) hereof, delivery of vacant possession of the Government

Accommodation or such part thereof as required by the S for D in respect of which a certificate of completion shall have been issued under Special Condition No. (21)(b) hereof and the Purchaser shall upon such demand deliver the same to the Government for its exclusive use, occupation and operation upon such terms and conditions as the S for D may consider appropriate.

Maintenance of the
Government
Accommodation

(25) (a) Without prejudice to Special Condition No. (26) hereof, the Purchaser shall, at all times until expiry of the Defects Liability Period (as defined in Special Condition No. (26)(a)(ii) hereof), at his own expense maintain in good condition and in all respects to the satisfaction of the S for D the Government Accommodation and the building services installations therefor.

(b) For the purpose of this Special Condition, the expression “Purchaser” shall exclude his assigns.

Defects liability

(26) (a) The Purchaser shall indemnify and keep indemnified the Government and FSI against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) in the Government Accommodation and in the building services installations therefor—

- (i) which may exist on the date of delivery of possession by the Purchaser of the Government Accommodation; and
- (ii) which shall occur or become apparent within a period of 365 calendar days after the date of delivery of possession by the Purchaser of the Government Accommodation (hereinafter referred to as “the Defects Liability Period”).

(b) Whenever required by the S for D or FSI or both, the Purchaser shall at his own expense and within such time and to such standard and in such manner as may be specified by the S for D or FSI or both carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) in the Government Accommodation or any part thereof and the building services installations therefor which shall occur or become apparent within any Defects Liability Period. In addition to the foregoing, the Purchaser shall at his own expense and within such time and to such standard and in such manner as may be specified by the S for D or FSI or both make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) in the Government Accommodation or any part thereof and the building services installations therefor which may exist on the date of delivery of possession thereof by the Purchaser.

(c) The S for D or FSI or both will, shortly before the expiry of the Defects Liability Period, cause an inspection to be carried out in respect of the

Government Accommodation and the building services installations therefor for the purpose of identifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) which may be evident. The S for D and FSI reserve the right to each of them to serve upon the Purchaser within 14 calendar days after the expiry of the Defects Liability Period a Schedule or Schedules of Defects specifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) which may be evident in the Government Accommodation and the building services installations therefor and the Purchaser shall at his own expense cause all necessary works to be carried out so as to remedy and rectify the same within such time and to such standard and in such manner as may be specified by the S for D or FSI or both.

(d) If the Purchaser shall fail to carry out any of the works referred to in sub-clauses (b) and (c) of this Special Condition, then any such works may (but under no obligation to) be carried out by the Government or FSI or both and all costs and charges incurred in connection therewith by the Government or FSI or both as certified by the S for D (whose decision shall be final and binding on the Purchaser) together with a sum equivalent to 20% of the costs and charges involved as an administrative fee shall on demand be paid by the Purchaser.

Guarantee of the
Government
Accommodation

(e) The Purchaser shall procure from its parent or other associated company as shall be determined by the S for D at his absolute discretion a written guarantee whereby such company unconditionally and irrevocably—

- (i) guarantees the performance of obligations of the Purchaser under this Special Condition; and
- (ii) indemnifies and keep indemnified the Government or FSI or both from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any breach or non-performance of any of the obligations of the Purchaser under this Special Condition.

The guarantee shall be subject to the laws of Hong Kong in a form to be approved by the S for D and shall be delivered to him within 30 calendar days from the date of this Agreement. If the Purchaser has a parent or associated company incorporated outside of Hong Kong and if required by the S for D or FSI or both, the Purchaser shall procure and furnish to the S for D a performance bond or guarantee in a form acceptable in all respects to the S for D to be given by a bank licensed under section 16 of the Banking Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as “the Banking Ordinance”). Such bond or guarantee shall be for a sum of \$60,960,000 and shall be for the purpose of securing payment to the Government or FSI or both of any sum which shall have been demanded under sub-clause (d) of this Special Condition and has not been paid by the Purchaser to the Government or FSI or both.

(f) For the purpose of this Special Condition, the expression “Purchaser” shall exclude his assigns.

- Supply of documents, etc. (27) The Purchaser shall, at his own expense and as soon as practicable but no later than 8 weeks from the date of delivery of possession by the Purchaser of the Government Accommodation, provide to the S for D all documents, drawings and materials relating thereto in accordance with the requirements in Special Condition No. (16)(a) hereof.
- Maintenance of external finishes and structure of walls, etc. (28) (a) The Purchaser shall throughout the term hereby agreed to be granted at his own expense but subject to any contribution by FSI as referred to in Special Condition No. (31)(a)(ii)(I) hereof and in all respects to the satisfaction of the S for D maintain the following items (hereinafter referred to as “the Items”)–
- (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;
 - (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;
 - (iii) all building services installations, plant and equipment (including portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot;
 - (iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and
 - (v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.
- (b) The Purchaser shall indemnify and keep indemnified the Government and FSI from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the failure of the Purchaser to maintain the Items.
- (c) For the purpose of this Special Condition, the expression “Purchaser” shall exclude FSI.
- No exempt building (29) No building shall be erected on the lot of a type which by virtue of the Buildings Ordinance (Application to the New Territories) Ordinance, any regulations made thereunder and any amending legislation is exempted from the provisions of the Buildings Ordinance.
- Restriction on alienation (30) (a) Save and except for the surrender of the Pink Hatched Blue Area as provided in Special Condition No. (8)(f)(ii) hereof and the assignment and delivery of vacant possession of the Government Accommodation as

respectively provided in Special Conditions Nos. (22)(a) and (24) hereof and except as provided in sub-clause (b) of this Special Condition, the Purchaser shall not, throughout the term hereby agreed to be granted—

- (i) assign, mortgage, charge, underlet, part with possession of or otherwise dispose of the lot or any part thereof or any interest therein or any building or part of any building thereon, or grant any licence or right whatsoever to use or occupy or to have possession of the lot or any part thereof or any building or part of any building thereon (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do; or
- (ii) solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or through a company in which the Purchaser or its nominee is directly or indirectly the owner of shares or which is the owner of shares in the Purchaser or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby the lot or any part thereof or any interest therein or any building or part of any building thereon is or may be sold, assigned, mortgaged, charged, underlet or otherwise disposed of or affected, or made subject to a licence or any right whatsoever to use or occupy or to have possession of the lot or any part thereof or any building or part of any building thereon, or enter into any agreement so to do.

Building mortgage
before compliance

- (b) (i) Prior to compliance with these Conditions in all respects to the satisfaction of the Director, the Purchaser may mortgage or charge the lot as a whole for the purpose of the development thereof in accordance with these Conditions and then only by way of a building mortgage, it being agreed that for this purpose a building mortgage shall be one—
 - (I) whereby the lot is mortgaged or charged in favour of a licensed bank or a registered deposit-taking company authorized under section 16 of the Banking Ordinance to secure monies (and interest thereon) advanced or to be advanced to the Purchaser for the purpose only of developing the lot in accordance with these Conditions and for the payment of legal and other professional fees in connection with such development and the mortgage (provided that such fees do not, in the aggregate, exceed 5% of the total amount secured by the mortgage), and for no other purpose;
 - (II) under which such advances (in the case of work done) are to be made to the Purchaser only in amounts to be

certified from time to time by the authorized person (as defined in the Buildings Ordinance and appointed by the Purchaser for the development of the lot) as having been incurred by the Purchaser for the development of the lot; and

(III) which provides that the mortgagee or chargee shall not exercise any of his right or power (whether under statute or the building mortgage or otherwise) to foreclose, take possession, sell, assign, mortgage, charge, underlet, part with possession or otherwise dispose of the lot or any part thereof or any interest therein or any building or part of any building thereon, or grant any licence or right whatsoever to use or occupy or to have possession of the lot or any part thereof or any building or part of any building thereon (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description), or enter into any agreement to do so, except with the prior written consent of the Director and in conformity with any conditions as may imposed by him at his sole and absolute discretion (which may include, without prejudice to the rights and discretion of the Director under this sub-clause (b)(i), the execution by the Purchaser, the mortgagee or chargee and such other persons as may be required by the Director with the Government of any document as may be required by the S for D on such terms and conditions as may be required by the S for D, or such other documents as may be required by the Director).

(ii) After compliance with these Conditions in all respects to the satisfaction of the Director, and in respect of the lot and all the building or buildings thereon but excluding the Government Accommodation and the Common Areas (as defined in Special Condition No. (31)(a)(vi) hereof (hereinafter referred to as “the Purchaser’s Premises”), the Purchase may-

Assignment as a whole after compliance

(I) assign the Purchaser’s Premises as a whole only (and not a part or parts thereof or any interest therein) or enter into any agreement so to do subject to the prior written consent of the Director and the compliance with any conditions as may be imposed by him at his sole and absolute discretion (which may include, without prejudice to the rights and discretion of the Director under this sub-clause (b)(ii), the execution by the Purchaser and such other persons as may be required by the Director with the Government of a deed of novation (in such form as may be required by the S for D) of the Service Deed, or a new service deed (in such form and on such terms and conditions

as may be required by the S for D), or such other documents as may be required by the Director); and

Mortgage or charge
as a whole after
compliance

- (II) mortgage or charge in favour of a licensed bank or a registered deposit-taking company authorized under section 16 of the Banking Ordinance the Purchaser's Premises as a whole only (and not a part or parts thereof or any interest therein) or enter into any agreement so to do and then only by way of a mortgage or charge which provides that the mortgagee or chargee shall not exercise any right or power (whether under statute or the mortgage or charge or otherwise) to foreclose, take possession, sell, assign, mortgage, charge, underlet, part with possession or otherwise dispose of the Purchaser's Premises or any part thereof, or grant any licence or right whatsoever to use or occupy or to have possession of the Purchaser's Premises or any part thereof (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description), or enter into any agreement to do so, except with the prior written consent of the Director and in conformity with any conditions imposed by him at his sole and absolute discretion (which may include, without prejudice to the rights and discretion of the Director under this sub-clause (b)(ii), the execution by the Purchaser, the mortgagee or chargee and such other persons as may be required by the Director with the Government of any document as may be required by the S for D on such terms and conditions as may be required by the S for D, or such other documents as may be required by the Director).

Underletting prior to
or after compliance

- (iii) At any time prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Purchaser may underlet or grant licence to use or occupy the Purchaser's Premises or any part thereof or enter into any agreement so to do provided that the lease, tenancy or licence shall comply with the following terms and conditions—
- (I) the term of the lease, tenancy or licence shall not exceed 10 years in the aggregate including any right of renewal;
- (II) the lease, tenancy or licence shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, covering the building or that part of the building to which the lease, tenancy or licence relates;

- (III) no premium shall be paid by the lessee, tenant or licensee;
- (IV) the rent payable shall not exceed a rack rent or the licence fee payable shall not exceed the prevailing market fee;
- (V) no rent or licence fee shall be payable in advance for a period longer than 12 calendar months;
- (VI) the user permitted in the lease, tenancy agreement or licence or any agreement therefor shall comply with these Conditions; and
- (VII) none of the terms and conditions in the lease, tenancy agreement or licence or any agreement therefor shall contravene these Conditions.

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

(d) Notwithstanding any other provisions of these Conditions, after the assignment of the Government Accommodation pursuant to Special Condition No. (22)(a) hereof, sub-clauses (a), (b) and (c) of this Special Condition shall not apply to the Government Accommodation.

Deed of Mutual
Covenant
incorporating
Management
Agreement (if any)

(31) (a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, 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 in particular shall contain, inter alia, provisions to the following effect—
 - (I) (A) FSI as owner of the Government Accommodation shall be responsible for the maintenance and management thereof but not the remainder of the development on the lot;
 - (B) FSI as owner of the Government Accommodation shall be liable for payment of the management and maintenance charges only in respect of facilities or services which actually serve the Government Accommodation or are used by the occupiers thereof, his servants, contractors, agents or visitors provided however that the liability of FSI shall be as determined by the Government Property Administrator or any person nominated by the Director for this purpose and in any event shall not exceed the proportion of the management and maintenance charges which the gross floor area of the Government Accommodation bears to the gross floor area of all the buildings erected or to be erected on the lot and shall only commence from the date of the Assignment referred to in Special Condition No. (22)(a) hereof or the date of taking over of the Government Accommodation, whichever is the earlier and provided further that FSI shall incur no liability for payment of any management and maintenance charges unless and until the amount of the same shall have first been approved in writing by the Government Property Administrator or person nominated by the Director for this purpose;
 - (C) FSI as owner of the Government Accommodation shall have no liability for any contribution towards any management and maintenance charges for any other part of the development (whether such part falls within the Common Areas (as defined in sub-clause (a)(vi) of this Special Condition) or otherwise) or for the provision of facilities or services which do not, in the opinion of the Government Property Administrator or the person nominated by the Director for this purpose, directly serve or otherwise directly benefit the Government Accommodation;

(II) FSI shall not be liable for any payment of—

- (A) management deposits;
- (B) capital equipment fund except for the reimbursement of capital expenditure, as shall first be approved by the Government Property Administrator or the person nominated by the Director for this purpose, in respect of facilities and services which actually serve the Government Accommodation or are used by the occupier thereof, his servants, contractors, agents or visitors;
- (C) insurance premium in respect of the Government Accommodation;
- (D) debris removal fee;
- (E) penalty charges on late payment of management and maintenance charges;

or payment of a like nature; and

(III) FSI as owner of the Government Accommodation, its lessees, tenants, licensees and persons authorized by it and the owner and occupier for the time being of the Government Accommodation shall have the benefit of the following rights, privileges and easements free of charge—

- (A) the right of shelter support and protection for the Government Accommodation;
- (B) the right of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the term hereby agreed to be granted laid on or running through any part of the lot and any part of the development on the lot;
- (C) the right at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (hereinafter referred to as “the Government Accommodation Services”) at any time at its absolute discretion without any charge by the Purchaser provided that proper and adequate

care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to the services and facilities within the lot and serving all those parts of the development on the lot other than the Government Accommodation;

- (D) the right to go pass and repass over and along and to use the Common Areas (as defined in sub-clause (a)(vi) of this Special Condition) in connection with the proper use and enjoyment of the Government Accommodation or any part thereof and to use and receive the benefit of any common facilities within the lot or the development on the lot;
- (E) the right at all reasonable times with or without surveyors, contractors, workmen and any other persons authorized by FSI and with or without tools, equipment, plant, machinery or motor vehicles to enter upon the lot or any part of the development on the lot for the purposes of extending or carrying out maintenance, repair, addition and alteration works to the Government Accommodation or any part thereof and maintenance, repair, alteration, diversion, variation, relaying and reinstatement works to the Government Accommodation Services or any part thereof;
- (F) the free and uninterrupted rights of way to and from the Government Accommodation as may be required by the Director;
- (G) the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as FSI shall deem fit and the free and unrestricted right of access over the lot or any part of the development on the lot with or without servants, contractors, agents, workmen and any other persons authorized by FSI and with or without tools, equipment, plant, machinery or motor vehicles for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;

- (H) the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;
 - (I) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part thereof on the walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and other structural elements of, in, around, within, above and below the Government Accommodation and the related free and unrestricted right of access over the lot or any part of the development on the lot with or without servants, contractors, agents, workmen and any other persons authorized by FSI and with or without tools, equipment, plant, machinery or motor vehicles; and
 - (J) such other rights, privileges and easements as may be deemed necessary or desirable by the Director;
- (iii) the Purchaser must comply with the approved terms and conditions of the DMC, and no amendment thereto may be made without the prior written approval of the Director and the payment of such fees as may be required;
 - (iv) the DMC (and any approved amendment or amendments to it) must be registered by Memorial against the lot in the Land Registry;
 - (v) 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;
 - (vi) 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;
 - (vii) the Purchaser shall not assign, mortgage or charge (except by building mortgage or charge under Special Condition No. (30)(b)(i) hereof) or otherwise dispose of or part with the possession of any undivided shares allocated to the Common Areas or any interest therein or enter into any agreement so to do except that upon execution of the DMC the whole of the said undivided shares allocated to the Common Areas shall be assigned to and vested in the

manager appointed in accordance with the DMC who must hold the said undivided shares on trust for the benefit of all owners for the time being of undivided shares in the lot;

(viii) the DMC must provide that, subject to sub-clause (a)(ix) of this Special Condition, on termination of the manager's appointment the manager must assign the undivided shares allocated to the Common Areas free of costs or consideration to its successor in office; and

(ix) if an Owners' Corporation is formed under the Building Management Ordinance, any regulations made thereunder and any amending legislation, 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 or charge of the lot as a whole;

(ii) an underletting of a part of the building erected on the lot;

(iii) the surrender of the Pink Hatched Blue Area or any part thereof in accordance with Special Condition No. (8)(f)(ii) hereof; or

(iv) the delivery of vacant possession of the Government Accommodation or any part thereof in accordance with Special Condition No. (24) hereof.

(c) Notwithstanding the provisions of sub-clauses (a)(i) and (b) of this Special Condition, the Purchaser shall when called upon by the Director submit to the Director for his approval in writing to a Deed of Mutual Covenant and Management Agreement in respect of the lot and the development thereon.

Registration

(32) Every assignment, mortgage, charge, underletting for more than 3 years or other alienation of the lot or any part thereof or any interest therein shall be registered in the Land Registry.

Restriction on partitioning

(33) Except as provided in Special Condition No. (8)(f)(i) hereof, the Purchaser shall not, without the prior written 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. Where the lot has been partitioned with such consent, the provisions in Special Condition No. (31) hereof shall be applicable to each of the sections so partitioned with the references to "the lot" under the said Special Condition being replaced and substituted by the relevant section.

Termination of the
Service Deed

(34) (a) For the purpose of this Special Condition No. (34), the expression "Service Deed" shall mean the Service Deed referred to in General Condition No. 1 hereof, as may from time to time be amended or supplemented by the parties thereto, or any new or replacement service deed entered into with the agreement of the Government, or any Service Deed (including any new or replacement service deed) as may be novated by any novation deed or otherwise with the agreement of the Government. The decision of the Director as to what constitutes the Service Deed shall be final and binding on the Purchaser.

(b) The Purchaser hereby accepts and agrees that the use of the Purchaser's Premises is conditional on the subsistence of the Service Deed. The Purchaser also hereby accepts and agrees that upon termination of the Service Deed for whatever reason, whether by mutual agreement of the parties thereto or by the Government in accordance with the provisions of the Service Deed or otherwise, it shall be lawful for the Government at any time thereafter to re-enter upon and take back possession of the lot or any part or parts thereof and all or any buildings, structures, erections and works thereon without notice, whether under the Government Rights (Re-entry and Vesting Remedies) Ordinance, any regulations made thereunder and any amending legislation, or at common law or otherwise. Upon the exercise of this power by the Government, the rights of the Purchaser under this Agreement shall absolutely cease and determine (in respect of such part if the re-entry is upon a part only) but without prejudice nevertheless to the rights, remedies and claims of the Government in respect of any breach, non-observance or non-performance of any of these Conditions or otherwise, and the Purchaser shall not be entitled to any refund of the premium paid by him or any part thereof or to any payment or compensation whatsoever whether in respect of the value of the lot or any part or parts thereof or any building or buildings, structure or structures, erection or erections and works thereon or part or parts of any such building or buildings, structure or structures, erection or erections and works or any amount expended by the Purchaser in the preparation, formation, development or redevelopment of the lot or any part or parts thereof or otherwise.

(c) If the Government's right of re-entry under sub-clause (b) above shall arise after the allocation and distribution of undivided shares of and in the lot to the Purchaser's Premises, whether under and by virtue of the DMC approved by the Director under Special Condition No. (31)(a) hereof or otherwise, the Purchaser being the owner of the undivided shares of the Purchaser's Premises shall at his own expense, upon demand made by the Government within such time limit as may be imposed, transfer and assign free of costs and consideration and free from incumbrances to FSI in a form satisfactory to the Director the undivided shares of the Purchaser's Premises together with the right to the exclusive use, occupation and enjoyment of the Purchaser's Premises. In the event of the Purchaser failing to complete such transfer and assignment, the Director shall be and is hereby in such event irrevocably appointed the attorney of the Purchaser for the purpose of executing and completing such transfer and assignment on his behalf to FSI.

(d) Save as provided in Special Condition No. (30) hereof and sub-clause (b) of this Special Condition, nothing in the Service Deed shall affect the interpretation, operation and enforcement of any of these Conditions.

(e) For the avoidance of doubt, the rights, remedies and claims available to the Government under the Service Deed (including the rights, remedies and claims of the Government in respect of any breach, non-observance or non-performance of any of the provisions under the Service Deed), if any, shall not prejudice any of the rights, remedies and claims available to the Government under these Conditions or in respect of any breach, non-observance or non-performance by the Purchaser of any of these Conditions or any other rights or remedies of the Government.

(f) For the purpose of this Special Condition, the expression “Purchaser” shall exclude FSI.

Vehicular access

(35) (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 X₁ and Y₁ through Z₁, the points X₂ and Y₂ through Z₂ and the points X₃ and Y₃ through Z₃ shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Director.

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

Parking requirements

(36) (a) (i) Spaces shall be provided within the lot to the satisfaction of the Commissioner for Transport (hereinafter referred to as “the C for T”) for the parking of motor vehicles licensed under the Road Traffic Ordinance at the following rates—

Vehicle Servicing
Parking Spaces

(I) one space for every 900 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot or part or parts of the building or buildings for the purpose specified in Special Condition No. (10)(a) hereof (excluding the gross floor areas of the Government Accommodation and the Public Vehicle Park (as defined in Special Condition No. (39)(a)(i) hereof)) (the spaces to be provided under this sub-clause (a)(i)(I) as may be varied under sub-clause (k)(i) of this Special Condition are hereinafter referred to as “the Vehicle Servicing Parking Spaces”); and

Logistics Parking
Spaces

(II) one space for every 1,400 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot or part or parts of the building or buildings for any of the purposes specified in sub-clauses (b) to (f) of Special Condition No. (10) hereof (excluding the gross floor areas of the Government Accommodation and the Public Vehicle Park (as defined in Special Condition No. (39)(a)(i) hereof)) (the spaces to be provided under this sub-clause (a)(i)(II) as may be varied under

sub-clause (k)(i) of this Special Condition are hereinafter referred to as “the Logistics Parking Spaces”).

- (ii) Except for the Parking Spaces for Disabled Persons (as defined in sub-clause (c)(i) of this Special Condition), each of these spaces shall measure 2.5 metres in width and 5.0 metres in length with minimum headroom of 2.4 metres.

Vehicle servicing
parking, loading and
unloading spaces for
goods vehicles

- (b) (i) (I) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking, loading and unloading of goods vehicles licensed under the Road Traffic Ordinance at a rate of one space for every 1,800 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot or part or parts of the building or buildings for the purpose specified in Special Condition No. (10)(a) hereof (excluding the gross floor areas of the Government Accommodation and the Public Vehicle Park (as defined in Special Condition No. (39)(a)(i) hereof)).
- (II) Out of the total number of spaces provided under sub-clause (b)(i)(I) of this Special Condition as may be varied under sub-clause (k)(i) of this Special Condition, 75% of which shall each measure 3.5 metres in width and 7.0 metres in length with minimum headroom of 3.6 metres, and the remaining spaces shall each measure 3.5 metres in width and 11.0 metres in length with minimum headroom of 4.7 metres provided that if the said 75% of the total number of spaces provided under sub-clause (b)(i)(I) of this Special Condition as may be varied under sub-clause (k)(i) of this Special Condition so calculated is a decimal number, the same shall be rounded up to the next whole number.
- (III) Out of the spaces provided under sub-clauses (b)(i)(I) and (b)(i)(II) of this Special Condition as may be varied under sub-clause (k)(i) of this Special Condition, which spaces are of two different sizes, one half of the total number of spaces of each size shall be used for the parking of goods vehicles licensed under the Road Traffic Ordinance and the remaining half of the total number of spaces of each size shall be used for the loading and unloading of goods vehicles licensed under the Road Traffic Ordinance provided that if the total number of spaces of any one or both sizes is an odd number, the first odd space thereof shall be used for the parking of goods vehicles licensed under the Road Traffic Ordinance.

(IV) Spaces shall be provided within the lot to the satisfaction of the C for T for the manoeuvring, loading and unloading of goods vehicles with trailers each measuring not less than 3.5 metres in width and 16.0 metres in length with minimum headroom of 4.7 metres at a rate of one space for every 50,000 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot or part or parts of the building or buildings for the purpose specified in Special Condition No. (10)(a) hereof (excluding the gross floor areas of the Government Accommodation and the Public Vehicle Park (as defined in Special Condition No. (39)(a)(i) hereof)).

Logistics Parking
Spaces for Goods
Vehicles

(ii) (I) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of goods vehicles licensed under the Road Traffic Ordinance at a rate of one space for every 1,400 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot or part or parts of the building or buildings for the purposes specified in sub-clauses (b) to (f) of Special Condition No. (10) hereof (excluding the gross floor areas of the Government Accommodation and the Public Vehicle Park (as defined in Special Condition No. (39)(a)(i) hereof)) (the spaces to be provided under this sub-clause (b)(ii)(I) as may be varied under sub-clause (k)(i) of this Special Condition are hereinafter referred to as “the Logistics Parking Spaces for Goods Vehicles”).

(II) Out of the total number of the Logistics Parking Spaces for Goods Vehicles, 25% of which shall each measure 3.5 metres in width and 16.0 metres in length with minimum headroom of 4.7 metres for the parking of goods vehicles with trailers and the remaining number of the Logistics Parking Spaces for Goods Vehicles shall each measure 3.5 metres in width and 11.0 metres in length with minimum headroom of 4.7 metres for the parking of goods vehicles provided that if the said 25% of the total number of the Logistics Parking Spaces for Goods Vehicles so calculated is a decimal number, the same shall be rounded up to the next whole number.

Logistics Loading
and Unloading
Spaces for Goods
Vehicles

(iii) (I) Spaces shall be provided within the lot to the satisfaction of the C for T for the loading and unloading of goods vehicles licensed under the Road Traffic Ordinance at a rate of one space for every 1,400 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot or part or parts of the building or buildings for the purposes specified in sub-clauses (b)

to (f) of Special Conditions No. (10) hereof (excluding the gross floor areas of the Government Accommodation and the Public Vehicle Park (as defined in Special Condition No. (39)(a)(i) hereof)) (the spaces to be provided under this sub-clause (b)(iii)(I) as may be varied under sub-clause (k)(i) of this Special Condition hereof are hereinafter referred to as “the Logistics Loading and Unloading Spaces for Goods Vehicles”).

- (II) Out of the total number of the Logistics Loading and Unloading Spaces for Goods Vehicles, 25% of which shall each measure 3.5 metres in width and 16.0 metres in length with minimum headroom of 4.7 metres for the loading and unloading of goods vehicles with trailers and the remaining number of the Logistics Loading and Unloading Spaces for Goods Vehicles shall each measure 3.5 metres in width and 11.0 metres in length with minimum headroom of 4.7 metres for the loading and unloading of goods vehicles provided that if the said 25% of the total number of the Logistics Loading and Unloading Spaces for Goods Vehicles so calculated is a decimal number, the same shall be rounded up to the next whole number.

The Manoeuvring
Space

- (iv) If the lot or any part thereof is used for the purposes specified in sub-clauses (b) to (f) of Special Condition No. (10) hereof or a combination of users involving any of the users stated in sub-clauses (b) to (f) of Special Condition No. (10) hereof, the Purchaser shall provide within the lot to the satisfaction of the C for T at least one turnaround space for the manoeuvring of motor vehicles (hereinafter referred to as “the Manoeuvring Space”). Each of such space or spaces shall measure 24.0 metres in width and 24.0 metres in length with minimum headroom of 4.7 metres.

Parking Spaces for
Disabled Persons

- (c) (i) Out of the Vehicle Servicing Parking Spaces and the Logistics Parking Spaces to be provided under sub-clause (a)(i) of this Special Condition, the Purchaser shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons (which spaces to be so reserved and designated are hereinafter referred to as “the Parking Spaces for Disabled Persons”) as the Building Authority may require or approve.
- (ii) The dimensions of each of the Parking Spaces for Disabled Persons shall be as the Building Authority may require or approve.
- (iii) The Parking Spaces for Disabled Persons shall be located at such position and level as shall be approved in writing by the Building Authority.

The Queuing Spaces

(d) If the lot or any part thereof is used for the purposes specified in sub-clauses (b) to (f) of Special Condition No. (10) hereof or a combination of users involving any of the users stated in sub-clauses (b) to (f) of Special Condition No. (10) hereof, the Purchaser shall provide within the lot to the satisfaction of the C for T spaces for the queuing of goods vehicles at the following rates—

- (i) 30% of the total number of the Logistics Parking Spaces for Goods Vehicles and the Logistics Loading and Unloading Spaces for Goods Vehicles required to be respectively provided under sub-clauses (b)(ii) and (b)(iii) of this Special Condition, each of which shall measure 3.5 metres in width and 16.0 metres in length with minimum headroom of 4.7 metres provided that if the number of spaces to be provided is a decimal number, the same shall be rounded up to the next whole number; and
- (ii) 30% of the total number of the Logistics Parking Spaces for Goods Vehicles and the Logistics Loading and Unloading Spaces for Goods Vehicles required to be respectively provided under sub-clauses (b)(ii) and (b)(iii) of this Special Condition, each of which shall measure 3.5 metres in width and 11.0 metres in length with minimum headroom of 4.7 metres provided that if the number of spaces to be provided is a decimal number, the same shall be rounded up to the next whole number

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

- (e) (i) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor cycles licensed under the Road Traffic Ordinance at the following rates—

Vehicle Servicing
Motor Cycle Parking
Spaces

- (I) 10% of the total number of the Vehicle Servicing Parking Spaces required to be provided under sub-clause (a)(i)(I) of this Special Condition (the spaces to be provided under this sub-clause (e)(i)(I) as may be varied under sub-clause (k)(i) of this Special Condition are hereinafter referred to as “the Vehicle Servicing Motor Cycle Parking Spaces”); and

Logistics Motor
Cycle Parking Spaces

- (II) 10% of the total number of the Logistics Parking Spaces required to be provided under sub-clause (a)(i)(II) of this Special Condition (the spaces to be provided under this sub-clause (e)(i)(II) as may be varied under sub-clause (k)(i) of this Special Condition are hereinafter referred to as “the Logistics Motor Cycle Parking Spaces”).

If the number of the Vehicle Servicing Motor Cycle Parking Spaces or the Logistics Motor Cycle Parking Spaces to be provided is a decimal number, the same shall be rounded up to the next whole number.

- (ii) Each of the spaces provided under sub-clause (e)(i) of this Special Condition shall measure 1.0 metre in width and 2.4 metres in length with minimum headroom of 2.4 metres.

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

(f) Four spaces each measuring 2.5 metres in width and 5.0 metres in length with minimum headroom of 2.4 metres shall be provided within the lot to the satisfaction of the C for T as lay-bys for the picking up and setting down of passengers from motor vehicles (including taxis) licensed under the Road Traffic Ordinance. In addition, two spaces each measuring 3.5 metres in width and 12.0 metres in length with minimum headroom of 3.8 metres shall be provided within the lot to the satisfaction of the C for T as lay-bys for the picking up and setting down of passengers from buses licensed under the Road Traffic Ordinance.

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

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

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

(j) The Manoeuvring Space, the Logistics Parking Spaces for Goods Vehicles and the Logistics Loading and Unloading Spaces for Goods Vehicles shall be laid out in such manner that on entering and leaving the lot, no reversing movement of vehicles including goods vehicles with trailers from or onto the road or roads abutting the lot will be necessary.

Flexibility in parking,
loading and
unloading provisions

- (k) (i) Notwithstanding sub-clauses (a)(i), (b)(i)(I), (b)(ii)(I), (b)(iii)(I) and (e) of this Special Condition, the Purchaser may increase or reduce the respective numbers of spaces required to be provided under the said sub-clauses by not more than 5% provided that the total number of spaces so increased or reduced shall not exceed 50.
- (ii) Notwithstanding sub-clauses (a), (b), (d), (e), (f) and (k)(i) of this Special Condition, the Purchaser may increase or reduce the respective number and dimensions of the spaces required to be provided under the said sub-clauses to such other numbers and dimensions as may be approved in writing by the C for T, and such increase or reduction shall also be subject to the prior written approval of the Director, who may, at his sole and absolute discretion, give his approval subject to such terms and conditions as he sees fit, including the payment by the Purchaser of any premium and administrative fee as shall be determined by the Director.

Access for inspection

- (l) (i) The Purchaser shall at all times throughout the term hereby agreed to be granted permit the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking or ascertaining that there is no breach of or failure to comply with this Special Condition by the Purchaser.
- (ii) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clause (l)(i) of this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- (iii) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clause (l)(i) of this Special Condition.

Parking, loading and unloading spaces etc. excluded from gross floor area calculation

(m) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (15)(c) hereof, there shall not be taken into account the spaces provided under sub-clauses (a), (b), (d), (e) and (f) of this Special Condition (as may respectively be varied under sub-clause (k) of this Special Condition) and their associated driveways and circulation areas provided within the building or buildings erected or to be erected on the lot in accordance with this Special Condition. The decision of the Director on what constitutes associated driveways and circulation areas shall be final and binding on the Purchaser.

(n) For the avoidance of doubt, ramps shall be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (15)(c) hereof. The decision of the Director on what constitutes a ramp shall be final and binding on the Purchaser.

(o) The spaces provided in accordance with sub-clause (f) of this Special Condition shall be designated as and form part of the Common Areas.

(p) For the purposes of these Conditions, “taxi” and “bus” shall be as defined in the Road Traffic Ordinance.

Parking Information

(37) (a) The Purchaser shall—

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

(I) the Vehicle Servicing Parking Spaces, the Logistics Parking Spaces, the Logistics Parking Spaces for Goods Vehicles, the Vehicle Servicing Motor Cycle Parking Spaces, the Logistics Motor Cycle Parking Spaces and the spaces provided for the parking of goods vehicles in accordance with Special Condition No. (36)(b)(i)(III) hereof (as may respectively be varied under Special Condition No. (36)(k) hereof); and

(II) the spaces provided for the parking of motor vehicles in the Public Vehicle Park in accordance with Special Condition No. (39) hereof,

including but not limited to the number and types of vacant spaces for the parking of motor vehicles (hereinafter collectively referred to as “the Parking Information”) as required under sub-clause (b) of this Special Condition, and

no building works (other than the Demolition and Removal Works, the works specified in Special Condition No. (8)(b) hereof, the Pre-development Decontamination Works (as defined in Special Condition No. (52)(a) hereof), ground investigation and site formation works) shall be commenced on the lot until such approval shall have been obtained;

- (ii) within 60 calendar months or the period stated in column 2 of Part A of the Schedule annexed hereto, whichever is the shorter, from the date of this Agreement or such other date as may be approved by the Director, at the Purchaser's own expense carry out and complete in all respects to the satisfaction of the C for T the works for the Parking Information System Area in accordance with the plan or plans approved under sub-clause (a)(i) of this Special Condition, and at the Purchaser's own expense provide and install the Facilities, Installations and Equipment and shall thereafter at all times during the term hereby agreed to be granted, maintain at the Purchaser's own expense the Parking Information System Area and the Facilities, Installations and Equipment in good and substantial repair and condition for the purposes of fulfilling the Purchaser's obligations under sub-clause (b) of this Special Condition and in all respects to the satisfaction of the C for T; and
- (iii) at all reasonable times throughout the term hereby agreed to be granted permit the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (a)(ii) of this Special Condition. For the purpose of this Special Condition, the decision of the C for T as to what constitutes reasonable time shall be final and binding on the Purchaser.

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

(c) The Purchaser hereby—

- (i) gives his consent to the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to process, use and copy the Parking Information and to disclose and disseminate the Parking Information, whether as submitted or after processing, in such format by such media, to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T shall at his sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise by such government department or third party; and
- (ii) accepts and acknowledges that the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them shall have the sole and absolute discretion and right to decide whether or not to process, use or copy the Parking Information or to disclose and disseminate the Parking Information, whether as submitted or after processing, in whatever format and by whatever media, to any government department or third party as provided in sub-clause (c)(i) of this Special Condition.

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

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

contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clauses (a)(iii) and (c) of this Special Condition.

Deposit of the Car
Park Layout Plans

(38) (a) The Purchaser shall at his own expense deposit with the Director and submit to the C for T a plan or plans approved by the C for T (including the PVP Layout Plan approved by the Director under Special Condition No. (39)(b) hereof) indicating the layout of all the parking, loading and unloading spaces, manoeuvring spaces, queuing spaces and lay-bys to be provided within the lot in accordance with Special Conditions Nos. (16)(a), (36) and (39) hereof and the spaces which are the subject of the Parking Information to be designated within the lot in accordance with Special Condition No. (37) hereof, or a copy of such plan or plans certified by an authorized person (as defined in the Buildings Ordinance) (hereinafter referred to as “the Car Park Layout Plans”). No amendment, variation, alteration, modification or substitution of the Car Park Layout Plans shall be made without the prior written approval of the C for T.

(b) Subject to the rights reserved to the Government under Special Condition No. (16)(b) hereof, the parking, loading and unloading spaces, manoeuvring spaces, queuing spaces and lay-bys indicated on the Car Park Layout Plans shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos. (16)(a), (36) and (39) hereof. The Purchaser shall maintain all parking, loading and unloading spaces, manoeuvring spaces, queuing spaces, lay-bys and other areas, including the lifts, landings and manoeuvring and circulation areas indicated on the Car Park Layout Plans in accordance with the Car Park Layout Plans.

(c) Except for the spaces indicated on the Car Park Layout Plans, subject to Special Condition No. (16)(b) hereof, no part of the lot or any building or structure thereon shall be used for the purposes of parking, loading and unloading of motor vehicles, and lay-bys for the picking up and setting down of passengers from motor vehicles.

(d) No transaction (except for the surrender of the Pink Hatched Blue Area under Special Condition No. (8)(f)(ii) hereof, the assignment and the delivery of vacant possession of the Government Accommodation respectively under Special Conditions Nos. (22) and (24) hereof, a building mortgage under Special Condition No. (30)(b)(i) hereof, a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (30)(b)(iii) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to the deposit and submission of the Car Park Layout Plans in accordance with sub-clause (a) of this Special Condition.

(e) The Purchaser hereby—

(i) gives his consent to the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to view, use, copy and modify the Car Park Layout Plans and to disclose and disseminate the Car Park Layout Plans by any means and in any manner

(including electronic means or through electronic platforms) to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T or the Director shall at their sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise, whether in response to public or media enquiries or otherwise, or on the C for T's, the Director's or the Government's own accord; and

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

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

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

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

(i) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental

to the fulfilment or non-fulfilment of any of the Purchaser's obligations under sub-clauses (a), (b), (c), (d) and (f) of this Special Condition; any omission or mistake in the Car Park Layout Plans; or the exercise or non-exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clause (e) of this Special Condition.

- Public Vehicle Park (39) (a) (i) In addition to the requirements under Special Conditions Nos. (16) and (36) hereof, the Purchaser shall within 60 calendar months or the period stated in column 2 of Part A of the Schedule annexed hereto, whichever is the shorter, from the date of this Agreement or such other date as may be approved by the Director, at the Purchaser's own expense, in all respects to the satisfaction of the Director and in accordance with these Conditions, the PVP Layout Plan as referred to and approved by the Director under sub-clause (c) of this Special Condition and all Ordinances, bye-laws and regulations relating to public vehicle parks and parking of motor vehicles by members of the public which are or may at any time be in force in Hong Kong, erect, construct and provide and thereafter maintain within the lot a public vehicle park (hereinafter referred to as "the Public Vehicle Park") comprising—
- (I) 58 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, each of the spaces so provided (except for the spaces reserved and designated under sub-clause (a)(ii) of this Special Condition) shall measure 2.5 metres in width and 5.0 metres in length with minimum headroom of 2.4 metres;
 - (II) 19 spaces for the parking of motor cycles licensed under the Road Traffic Ordinance, each of the spaces so provided shall measure 1.0 metre in width and 2.4 metres in length with minimum headroom of 2.4 metres;
 - (III) 12 spaces for the parking of goods vehicles licensed under the Road Traffic Ordinance, each of the spaces so provided shall measure 3.5 metres in width and 11.0 metres in length with minimum headroom of 4.7 metres; and
 - (IV) 15 spaces for the parking of buses licensed under the Road Traffic Ordinance, each of the spaces so provided shall measure 3.5 metres in width and 12.0 metres in length with minimum headroom of 4.7 metres.
- (ii) Out of the spaces provided under sub-clause (a)(i)(I) of this Special Condition, the Purchaser shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as the Building Authority may

require or approve subject to a minimum of two spaces being so reserved and designated and the dimensions of each of these spaces so reserved and designated shall be as the Building Authority may require or approve.

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

Submission of
the PVP Layout
Plan

(b) Prior to the commencement of any building works (other than the Demolition and Removal Works, the works specified in Special Condition No. (8)(b) hereof, the Pre-development Decontamination Works (as defined in Special Condition No. (52)(a) hereof), ground investigation and site formation works) on the lot, the Purchaser shall at his own expense and in all respects to the satisfaction of the Director submit or cause to be submitted to the Director for his written approval a layout plan for the Public Vehicle Park indicating the layout of the parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces as may be required by the Director (hereinafter referred to as “the PVP Layout Plan”) provided that-

- (i) no parking floor or floors or level or levels of the Public Vehicle Park shall be served or accessible by any means of vehicular access except by such vehicular access as may be approved in writing by the Director;
- (ii) each and every parking space provided within the Public Vehicle Park shall front directly onto a driveway or an adequate circulation area so that any motor vehicle referred to in sub-clause (a) of this Special Condition can move into or away from each parking space from or to the driveway or circulation area without obstruction;
- (iii) the positions of the ingress and egress control points, drop gate and pay booth and the access arrangement of the Public Vehicle Park shall be subject to the prior written approval of the Director; and
- (iv) the layout of the Public Vehicle Park shall be designed in such a way that no motor vehicle shall have to queue or wait outside the lot to enter into the Public Vehicle Park.

No amendment, variation, alteration, modification or substitution of the PVP Layout Plan shall be made without the prior written approval of the Director.

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

Smart features
requirements

(d) Within 3 calendar months of the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance covering the Public Vehicle Park or such other date as may be approved in writing by the C for T, the Purchaser shall at his expense to such standards and design and in all respects to the satisfaction of the C for T provide and install and thereafter operate and maintain throughout the term hereby agreed to be granted such smart features for the parking spaces provided within the Public Vehicle Park under sub-clause (a) of this Special Condition, which may include access control systems, parking bay information display panels, closed-circuit television systems, electronic patrol systems, bay guidance systems, car searching systems and mobile phone signal distribution systems, as the C for T may at his sole discretion require.

Commencement
of operation and
management of
the Public
Vehicle Park

(e) Within 3 calendar months of the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance covering the Public Vehicle Park or such other date as may be approved in writing by the C for T, the Purchaser shall commence to operate the Public Vehicle Park and at all times during the term hereby agreed to be granted continue to operate, uphold, maintain, repair, conduct and manage at his own expense the Public Vehicle Park and everything forming a portion of or pertaining to it and in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parks and parking of motor vehicles by members of the public which are or may at any time be in force in Hong Kong and in all respects to the satisfaction of the C for T.

(f) (i) All parking spaces provided within the Public Vehicle Park shall be made available to all members of the public at all times for short-term parking of motor vehicles licensed under the Road Traffic Ordinance on an hourly, daily or monthly basis or on such other basis as may be approved in writing by the C for T.

(ii) The Purchaser shall at all times permit all members of the public 24 hours a day for all lawful purposes free of charge to have the right of free and unrestricted ingress, egress and regress with or without vehicles, on foot or by wheelchair to, from, by, over and through the vehicular access and the pedestrian access of such part or parts of the lot or any building or buildings erected or to be erected on the lot for the purposes of gaining access to and from the Public Vehicle Park.

(g) Subject to Special Condition No. (30) hereof, the Purchaser shall not at any time whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director underlet or grant licence to use or occupy the Public Vehicle Park or any part or parts thereof or enter into any agreement so to do except as a whole provided that the Purchaser may, after

the PVP Layout Plan has been approved by the Director under sub-clause (b) of this Special Condition, underlet or grant licence to use or occupy any of the parking spaces within the Public Vehicle Park subject to the conditions as stipulated in sub-clause (f) of this Special Condition and on condition that such underletting or licence shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, covering the Public Vehicle Park or any of the parking spaces therein, to which such underletting or licence relates.

(h) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (15)(c) hereof, there shall be taken into account the gross floor area of the Public Vehicle Park (including all the parking spaces, turning circles, means of access, circulation areas and any other areas and spaces as may be required by the Director within the Public Vehicle Park and any other areas and spaces as the Director may at his sole discretion consider appropriate). The total gross floor area of the Public Vehicle Park and which area or areas or space or spaces shall be designated as and form part of the Public Vehicle Park shall be as determined by the Director whose determination shall be final and binding on the Purchaser.

(i) Notwithstanding sub-clause (h) of this Special Condition, the Director shall in calculating the gross floor area of any building or buildings erected or to be erected on the lot, exclude the gross floor area of the Public Vehicle Park (including all the parking spaces, turning circles, means of access, circulation areas and any other areas and spaces as may be required by the Director within the Public Vehicle Park and any other areas and spaces as the Director may at his sole discretion consider appropriate) or any part or parts thereof that are provided below the ground level of the lot or are uncovered areas, irrespective of whether such uncovered areas are within or outside any building or buildings erected or to be erected on the lot. For the purpose of this Special Condition, the decision of the Director as to what constitutes the ground level of the lot and whether any part of the lot or any part or parts of the Public Vehicle Park are uncovered areas shall be final and binding on the Purchaser.

No dedication

(j) It is expressly agreed, declared and provided that by imposing the obligations on the part of the Purchaser contained in sub-clause (f) of this Special Condition neither the Purchaser intends to dedicate nor the Government consents to any dedication of the Public Vehicle Park or any part or parts thereof or any part or parts of the lot to the public for the right of passage.

Concession
under Building
(Planning)
Regulations, etc.

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

No claim against the Government

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

Indemnity by the Purchaser

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

Approved Public Facility Layout Plan

(40) (a) (i) The Purchaser shall within 60 calendar months or the period stated in column 2 of Part A of the Schedule annexed hereto, whichever is the shorter, from the date of this Agreement or such other date as may be approved by the Director at the Purchaser's own expense—

(I) submit or cause to be submitted to the C for T for his approval in writing such plan containing such information on the location, layout, extent, routing (as appropriate) and other information of the Public Vehicle Park (hereinafter referred to as "the Public Facility") as may be required or specified by the C for T at his sole and absolute discretion (which plan approved by the C for T is hereinafter referred to as "the Approved Public Facility Layout Plan"); and

Deposit of the Approved Public Facility Layout Plan

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

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

Display of the Approved Public Facility Layout Plan, notices and signage

(b) The Purchaser shall from the date of an occupation permit or a temporary occupation permit issued by the Building Authority under the Buildings Ordinance covering the building or buildings erected on the lot or that part or parts of the building or buildings to which the Public Facility relate or such other date as may be specified by the Director at his sole and absolute discretion, and thereafter throughout the term hereby agreed to be granted, at the Purchaser's own expense display and maintain in such scale, dimensions and design within the lot or any building or buildings or structure or structures erected or to be erected on the lot or any part thereof or outside the lot at such

location or locations as may be required from time to time by and in all respects to the satisfaction of the C for T–

Disclosure, use and processing of the Approved Public Facility Layout Plan

- (i) copy of the Approved Public Facility Layout Plan; and
 - (ii) notices or signage for the purposes of indicating the location or locations, routing, entrances and exits (as appropriate) and such other information of the Public Facility as may be required or specified by the C for T.
- (c) (i) The Purchaser shall (in addition to the fulfilment of the requirement as stipulated in sub-clause (a)(i)(II) of this Special Condition) submit or cause to be submitted the Approved Public Facility Layout Plan to the C for T and the Director in such form and format and within such time limit or limits as may be required by them at their sole and absolute discretion.
- (ii) The Purchaser hereby–
- (I) gives his consent to the C for T, the Director, the Government, their officers, contractors, agents and any other persons authorized by any of them, at their sole and absolute discretion, to view, use, copy and modify the Approved Public Facility Layout Plan and to disclose and disseminate the Approved Public Facility Layout Plan by any means and in any manner (including but not limited to electronic means or through electronic platforms) to any third party (whether individual, firm, corporate body, members of the public or other organization), whether in response to public or media enquiries or otherwise, or on the C for T's, the Director's or the Government's own accord; and
 - (II) accepts and acknowledges that the C for T, the Director, the Government, their officers, contractors, agents and any other persons authorized by any of them shall have the sole and absolute discretion and right–
 - (A) to decide whether or not to view, use, copy, modify, disclose or disseminate the Approved Public Facility Layout Plan as provided under sub-clause (c)(ii)(I) of this Special Condition;
 - (B) to process or integrate the Approved Public Facility Layout Plan with information from other sources including those regarding adjacent or other sites or areas and with any other information; and
 - (C) to view, use, copy, modify, disclose and disseminate the Approved Public Facility

Layout Plan, whether after processing or integration or both (as the case may be) on any website (whether as part of a web map service or otherwise) or any other platforms or means as determined by the C for T or the Director in whatever format at their sole and absolute discretion for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise by any government departments or third party.

- (iii) For the purpose of sub-clause (c)(ii) of this Special Condition, the Purchaser shall procure or cause to be procured the consent of the intellectual property right owners of the Approved Public Facility Layout Plan to the viewing, use, copying, modifying, disclosure, processing, integrating and disseminating of the Approved Public Facility Layout Plan by the C for T, the Director, the Government, their officers, contractors, agents and any other persons authorized by any of them, and to the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Approved Public Facility Layout Plan by any government departments or third party.
- (iv) The Purchaser hereby accepts and acknowledges that the consent given under sub-clauses (c)(ii)(I) and (c)(iii) of this Special Condition shall survive and continue to be binding upon the Purchaser after the expiry or sooner determination of the term hereby agreed to be granted.

Access to the lot for inspection

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

(e) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Purchaser's obligations under sub-clauses (a), (b), (c)(i) and (c)(iii) of this Special Condition; the exercise or non-exercise by the C for T, the Director, the Government, their officers, contractors, agents or any other persons authorized by any of them of the discretion and rights conferred under sub-clauses (c) and (d) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Approved Public Facility Layout Plan by any government

departments or third party as provided under sub-clause (c)(ii) of this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

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

Diversion of Existing
Underground
Drainage Pipe and
Drainage Reserve
Area

- (41) (a) (i) The Purchaser hereby accepts and acknowledges that as at the date of this Agreement, there is an existing underground drainage pipe passing through the lot at the approximate location and alignment which for identification purpose only is shown by a red line on the plan annexed hereto together with associated culverts or manholes with covers and other structures (hereinafter collectively referred to as "the Existing Underground Drainage Pipe").
- (ii) Without prejudice to General Condition No. 5 hereof and the generality of Special Condition No. (49) hereof, the Purchaser shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing at the date of this Agreement and the Purchaser hereby agrees that the lot is purchased subject to the presence and use of the Existing Underground Drainage Pipe, and no objection or claim whatsoever shall be made or raised against the Government by the Purchaser in respect of or on account of the same.
- (iii) The Government gives no warranty or guarantee, express or implied, as to the exact positions, alignments, levels, extents, locations, continued existence, physical state, condition or safety of the Existing Underground Drainage Pipe. The presence and use of the Existing Underground Drainage Pipe shall not in any way relieve the Purchaser of or release, discharge, lessen or vary the Purchaser's obligations under these Conditions or in any way affect or prejudice the rights and remedies of the Government under these Conditions or otherwise in respect of any breach, non-compliance, non-observance or non-performance by the Purchaser of any of his obligations under these Conditions.

Diversion of the
Existing
Underground

(b) The Purchaser shall at his own expense, within such time limit as may be imposed by the Director of Drainage Services and in all respects to the satisfaction of the Director of Drainage Services carry out and

Drainage Pipe	<p>complete diversion works for or in connection with the Existing Underground Drainage Pipe, to such location within the area of drainage reserve shown coloured pink stippled black and marked “DRAINAGE RESERVE” on the plan annexed hereto (hereinafter referred to as “the Drainage Reserve Area”) and at such levels and alignments, with such materials and to such standard, specification and design as may be approved by the Director of Drainage Services. The Existing Underground Drainage Pipe that has been diverted by the Purchaser in accordance with this sub-clause (b) (including associated catchpits, culverts or manholes with covers and other structures) is hereinafter collectively referred to as “the Diverted Underground Drainage Pipe”.</p>
Maintenance of the Diverted Underground Drainage Pipe	<p>(c) Upon completion of the drainage diversion works under sub-clause (b) of this Special Condition, the Purchaser shall at his own expense maintain the Diverted Underground Drainage Pipe in a good and substantial repair and condition and in all respects to the satisfaction of the Director of Drainage Services until the Diverted Underground Drainage Pipe has been handed over by the Purchaser to the Government in accordance with sub-clause (d) of this Special Condition.</p>
Handing over of the Diverted Underground Drainage Pipe	<p>(d) The Diverted Underground Drainage Pipe or any part thereof as the Director of Drainage Services may at his sole discretion request shall be handed over by the Purchaser to the Government free of cost upon demand and in any event the Diverted Underground Drainage Pipe shall be deemed to have been handed over to the Government by the Purchaser free of cost on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.</p>
Non-building area	<p>(e) (i) No building, structure, support for any building or structure or projection (other than that, if any, for the Diverted Underground Drainage Pipe) shall be erected, constructed or placed on, over, above, under, below or within the Drainage Reserve Area.</p> <p>(ii) Notwithstanding sub-clause (e)(i) of this Special Condition, with the prior written consent of the Director of Drainage Services and subject to such terms and conditions as he may impose, the Purchaser may erect or construct or permit to be erected or constructed—</p> <p>(I) such building or buildings, structure or structures and projection or projections or any part or parts thereof as the Director of Drainage Services may approve within the Drainage Reserve Area provided that there is a clear space extending upwards from the ground level of the Drainage Reserve Area to a height of not less than 5.1 metres; and</p> <p>(II) such minor structure or structures as the Director of Drainage Services may approve within the Drainage Reserve Area provided that if and when required by the Director of Drainage Services, the Purchaser shall at his own expense, within the</p>

time limit specified by and in all respects to the satisfaction of the Director of Drainage Services, remove or demolish such structure or structures and reinstate the Drainage Reserve Area, and that if the Purchaser fails to carry out such removal, demolition or reinstatement works within the time limit specified or as required in an emergency, the Director of Drainage Services may carry out such works as he may consider necessary and the Purchaser shall pay to the Government on demand the cost of such works.

For the purpose of this sub-clause (e)(ii), the decision of the Director of Drainage Services as to what constitutes the ground level of the Drainage Reserve Area and the minor structure or structures shall be final and binding on the Purchaser.

(f) The Government, the Director of Drainage Services and his officers, contractors, agents, workmen and any persons authorized by the Director of Drainage Services or the Director with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free and unrestricted ingress, egress and regress free of charge at all times to, from and through the lot or any part thereof for the purposes of laying, inspecting, repairing, maintaining, replacing and renewing any drains, sewers, channels, drainage facilities and all other services (including but not limited to the Diverted Underground Drainage Pipe) running across, through or under the Drainage Reserve Area (hereinafter collectively referred to as "the Utilities") which the Director of Drainage Services or the Director may require or authorize. No object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities shall be placed on, over, above, under, below or within the Drainage Reserve Area nor shall any vehicles (except those which can be readily driven away) be parked on or within the Drainage Reserve Area. The decision of the Director of Drainage Services as to whether the vehicles can be readily driven away shall be final and binding on the Purchaser. Where in the opinion of the Director of Drainage Services (whose opinion shall be final and binding on the Purchaser), there are objects or materials within the Drainage Reserve Area which may obstruct access or cause excessive surcharge to the Utilities, the Director of Drainage Services shall be entitled by notice in writing to call upon the Purchaser, at the Purchaser's own expense and in all respects to the satisfaction of the Director of Drainage Services, to demolish or remove such objects or materials and to reinstate the Drainage Reserve Area. If the Purchaser shall neglect or fail to comply with such notice within the time limit specified therein or as required in an emergency, the Director of Drainage Services may carry out such demolition, removal and reinstatement works as he may consider necessary and the Purchaser shall pay to the Government on demand the cost of such works.

(g) Save in respect of the reinstatement of any trench excavated in the exercise of the rights and powers under sub-clause (f) of this Special Condition, the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or

indirectly out of, in connection with or incidental to the exercise or non-exercise by the Government, the Director of Drainage Services or his officers, contractors, agents, workmen or any persons authorized by the Director of Drainage Services or the Director of the rights conferred under sub-clauses (e)(ii)(II) and (f) of this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

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

Scheduled Area

(42) Without prejudice to General Condition No. 5 hereof, the Purchaser hereby acknowledges that the lot may be underlain by cavernous marble and accepts that upon any development or redevelopment of the lot extensive geotechnical investigation will be required. The Purchaser further accepts that such investigations may reveal the need for a high level of involvement of an experienced geotechnical engineer both in the design and in the supervision of geotechnical aspects of the works required to be carried out on the lot. The Purchaser hereby acknowledges and accepts that all costs, charges, fees or other expenses whatsoever arising out of any geotechnical investigations, design works, construction, supervision or any other matters whatsoever will be entirely his own responsibility and the Purchaser hereby further acknowledges and accepts that the Government shall be under no liability whatsoever in respect of such costs, charges, fees or other expenses.

Vibration impact assessment

(43) (a) Upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 7 hereof) of the lot or any part thereof, the Purchaser shall within such time limit as may be stipulated by the Commissioner for Innovation and Technology (hereinafter referred to as "the CIT"), at the Purchaser's own expense and in all respects to the satisfaction of the CIT or his authorized representative, submit or cause to be submitted for their approval in writing a vibration impact assessment (hereinafter referred to as "the VIA") on the development or redevelopment of the lot (excluding the Pink Hatched Blue Area) containing, among others, such information and particulars as the CIT or his authorized representative may require to demonstrate that the vibration arising from the piling works transmissible to the nearest point at the ground level of the Micro-electronics Centre Production Block at the approximate location marked "PROPOSED MICRO-ELECTRONICS CENTRE PRODUCTION BLOCK" on the plan annexed hereto (hereinafter referred to as "the MEC") from the lot (excluding the Pink Hatched Blue Area) will not exceed 0.1 millimetre per second at any time. The VIA shall identify all adverse vibration impacts associated with or as may arise from the development or redevelopment of the lot (excluding the Pink Hatched Blue Area) and contain such information and particulars as the CIT or his authorized representative may require including but not limited to proposals for appropriate mitigation measures, improvement works and other measures and works (hereinafter collectively referred to as "the Vibration

Mitigation Measures”). For the purpose of this Special Condition, the decision of the CIT or his authorized representative as to what constitutes the ground level of the MEC shall be final and binding on the Purchaser.

(b) The Purchaser shall at his own expense and within such time limit as shall be stipulated by the CIT or his authorized representative carry out and implement the Vibration Mitigation Measures as proposed in the VIA and approved by the CIT or his authorized representative (hereinafter referred to as “the Approved Vibration Mitigation Measures”) in all respects to the satisfaction of the CIT or his authorized representative.

(c) The Purchaser shall within such time limit as may be stipulated by the CIT, at the Purchaser’s own expense and in all respects to the satisfaction of the CIT or his authorized representative submit or cause to be submitted for their approval in writing a piling plan on the development or redevelopment of the lot (excluding the Pink Hatched Blue Area) containing, among others, such information and particulars as the CIT or his authorized representative may require to demonstrate that the piling method intended for the development or redevelopment of the lot (excluding the Pink Hatched Blue Area) and recommendations for how the vibration impact arising from the lot (excluding the Pink Hatched Blue Area) will be monitored and action to be taken for different vibration levels (hereinafter collectively referred to as “the Piling Plan”).

(d) The Purchaser shall, at his own expense and within such time limit as may be stipulated by the CIT or his authorized representative, coordinate with the CIT or his authorized representative a schedule for conducting the piling works to minimise the vibration impact arising from the development or redevelopment of the lot (excluding the Pink Hatched Blue Area) that may be caused to the MEC.

(e) No piling works for development or redevelopment of lot shall be commenced on the lot (excluding the Pink Hatched Blue Area) or any part thereof until the VIA, the Vibration Mitigation Measures and the Piling Plan shall have been approved in writing by the CIT or his authorized representative.

(f) For the avoidance of doubt and without prejudice to the generality of the provisions of sub-clauses (a) and (b) of General Condition No. 5 hereof, the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall have the sole responsibility at his own expense to implement the Approved Vibration Mitigation Measures in all respects to the satisfaction of the CIT or his authorized representative. The Government, the CIT, CIT’s authorized representative and their officers shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Purchaser’s obligations under this Special Condition, and no claim whatsoever shall be made against the Government, the CIT, CIT’s authorized representative or their officers by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

(g) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses,

charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under sub-clauses (a) to (d) of this Special Condition.

Set back

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

Cutting away

(45) (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 Government's rights under these Conditions, in particular Special Condition No. (44) hereof.

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

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

necessary works and the Purchaser shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.

No rock crushing (46) No rock crushing plant shall be permitted on the lot without the prior written approval of the Director.

Anchor maintenance (47) Where prestressed ground anchors have been installed, upon development or redevelopment of the lot or any part thereof, the Purchaser shall at his own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors throughout their service life to the satisfaction of the Director and shall supply to the Director such reports and information on all such maintenance and monitoring works as the Director may from time to time at his absolute discretion require. If the Purchaser shall neglect or fail to carry out the required maintenance or monitoring works, the Director may forthwith execute and carry out the maintenance or monitoring works and the Purchaser shall on demand repay to the Government the cost thereof.

Spoil or debris (48) (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter collectively referred to as "the waste") from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter collectively referred to as "the Government properties"), the Purchaser shall at his own expense remove the waste from and make good any damage done to the Government properties. The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any damage or nuisance to private property caused by such erosion, washing down or dumping.

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

Damage to Services (49) The Purchaser shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter collectively referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof, the Green Areas or any part thereof, and the Green Stippled Black Area or any part thereof (hereinafter collectively referred to as "the Services"). The Purchaser shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until

the Director shall have given his written approval to the Works and to such aforesaid proposals. The Purchaser shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Purchaser shall at his own expense and in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot, the Green Areas and the Green Stippled Black Area or any part of them or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Purchaser shall pay to the Government on demand the cost of such works). If the Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot, the Green Areas and the Green Stippled Black Area or any part of them or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works.

Construction of drains and channels

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

Connecting drains and sewers

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

Automatic meter reading for fresh water supplies

(51) (a) The Purchaser shall within 60 calendar months or the period stated in column 2 of Part A of the Schedule annexed hereto, whichever is the shorter, from the date of this Agreement or such other date as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Water Authority provide and install an outstation or

outstations together with facilities and associated equipment as may be required by the Water Authority at its sole discretion on the lot or any part thereof or within any building or buildings erected or to be erected thereon for automatic meter reading for fresh water supplies (such outstation or outstations together with the facilities and associated equipment as aforesaid are hereinafter collectively referred to as “the AMR Outstations”) in accordance with the approved AMR Outstation Proposals referred to in sub-clause (b) of this Special Condition and the Waterworks Ordinance.

(b) The Purchaser shall at his own expense and in all respects to the satisfaction of the Water Authority submit or cause to be submitted to the Water Authority for its approval in writing proposals for the provision and installation of the AMR Outstations (hereinafter referred to as “the AMR Outstation Proposals”), containing, among others, such information and particulars as the Water Authority at its sole discretion may require, including—

- (i) a layout plan showing the locations of the AMR Outstations;
- (ii) details of the design, layout and equipment for building up the AMR Outstations; and
- (iii) details of the area or space designated or to be designated for accommodating the AMR Outstations and facilitating inspection and maintenance thereof (the said area or space as approved by the Water Authority is hereinafter referred to as “the AMR Area or Space”).

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

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

(e) No structure, object or material of whatsoever nature which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement and re-provisioning of the Approved AMR Outstations shall be erected or placed on, over, above, under, below or within the AMR Area or Space. Where in the opinion of the Water Authority (whose opinion shall be final and binding on the Purchaser), there are structures, objects or materials erected or placed on, over, above, under, below or within the AMR Area or Space which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement or re-provisioning of the Approved AMR Outstations, the Water Authority shall be entitled by notice in writing to call upon the Purchaser, at the Purchaser’s own expense and in all respects to the satisfaction

of the Water Authority, to demolish or remove such structures, objects or materials and to reinstate the AMR Area or Space within such period as specified in the notice.

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

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

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

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

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

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

Pre-development
Decontamination
Works

(52) (a) Prior to the commencement or the carrying out of any building works (other than the Demolition and Removal Works) within those portions of the lot shown edged pecked blue on the plan annexed hereto—

- (i) the Purchaser shall at his own expense and in all respects to the satisfaction of the Director of Environmental Protection carry out a soil and ground water contamination assessment (hereinafter referred to as “the Decontamination Assessment”) in respect of the lot and any adjacent or adjoining Government land and any building or structure thereon (whether on, above, or below the ground level), and thereafter submit or cause to be submitted to the Director of Environmental Protection for his approval in writing a report on the Decontamination Assessment; and
- (ii) upon demand in writing by the Director, the Purchaser shall at his own expense and in all respects to the satisfaction of the Director of Environmental Protection carry out in such manner and within such time limit as the Director shall specify such decontamination and other associated works as the Director may in his absolute discretion require in respect of the lot and any adjacent or adjoining Government land and any building or structure thereon (whether on, above or below the ground level) (hereinafter collectively referred to as “the Decontamination and Associated Works”).

The Decontamination Assessment and the Decontamination and Associated Works are hereinafter collectively referred to as “the Pre-development Decontamination Works”. For the purpose of this Special Condition, the decision of the Director as to what constitutes the ground level shall be final and binding on the Purchaser.

(b) If the Purchaser shall in any respect neglect or fail to carry out the Pre-development Decontamination Works in accordance with sub-clause (a) of this Special Condition—

- (i) the Director may at his sole discretion execute and carry out the Pre-development Decontamination Works and the Purchaser shall on demand pay to the Director the cost thereof as shall be certified by the Director on a full indemnity basis, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser; or

- (ii) the Purchaser shall on demand pay to the Director in one lump sum an amount equal to the estimated cost of carrying out the Pre-development Decontamination Works, which estimated cost shall be determined by the Director of Environmental Protection at his sole discretion and in the event of the said lump sum payment being insufficient to cover the cost of carrying out the Pre-development Decontamination Works whether by the Director or by any person entrusted with the Pre-development Decontamination Works, the Purchaser shall on demand pay the shortfall to the Director on a full recovery basis, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser.

(c) For the purpose of carrying out the Pre-development Decontamination Works under sub-clause (b)(i) of this Special Condition, the Director, his officers, agents, contractors, workmen and any persons authorized by the Director shall have the free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or structure erected or situated or to be erected or situated thereon.

(d) The Government, the Director and his officers, agents, contractors, workmen and the duly authorized persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser arising whether directly or indirectly out of, in connection with or incidental to the exercise or non-exercise by him or them of the rights under sub-clauses (b)(i) and (c) of this Special Condition, and no claim whatsoever shall be made against him or them by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Decontamination

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

(b) The Purchaser shall, within 18 calendar months or such shorter period as specified by the Director, before the expiration or sooner determination of the term hereby agreed to be granted carry out at his own expense and in all respects to the satisfaction of the Director of Environmental Protection a soil and groundwater contamination assessment (hereinafter referred to as “the Contamination Assessment”) in respect of the lot and any adjacent or adjoining Government land and any building or structure thereon (whether on, above or below the ground level) and thereafter submit a report

on the Contamination Assessment to the Director not later than 12 calendar months before the expiration or sooner determination of the term hereby agreed to be granted or such other date as may be specified and notified in writing to the Purchaser by the Director. Upon demand in writing by the Director, the Purchaser shall at his own expense and in all respects to the satisfaction of the Director of Environmental Protection carry out in such manner and within such time limit as the Director shall specify such decontamination or other works as shall be required by the Director (hereinafter referred to as “the Decontamination Works”) in respect of the lot and any adjacent or adjoining Government land and any building or structure thereon (whether on, above or below the ground level).

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

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

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

Supervisory and overhead charges

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

Prior approval or consent

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

Definition of gross floor area

(55) (a) For the purposes of these Conditions, the expression “gross floor area” means the area contained within the external faces of the external walls (or in the absence of such walls the external perimeters) of any building or buildings erected or to be erected on the lot measured at each floor level (including any floor below the ground level), together with the area of each balcony in such building or buildings, which shall be calculated from the overall dimensions of the balcony (including the thickness of the sides thereof). For the purpose of this sub-clause (a), the decision of the Director as to what constitutes the ground level shall be final and binding on the Purchaser.

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

(i) in calculating the gross floor area of any building or buildings erected or to be erected on the lot (in addition to any floor space which may be excluded by Special Conditions Nos. (18)(b), (36)(m) and (39)(i) hereof), subject to sub-clause (d) of this Special Condition, exclude—

(I) any sunshade, reflector or any floor space that he is satisfied is constructed or intended to be occupied solely by machinery or equipment for any lift, air-conditioning or heating system or any similar service and any space for refuse disposal;

(II) any structure or floor space, including any communal podium garden, communal sky garden, acoustic fin, noise barrier, wing wall, wind catcher or funnel, non-structural prefabricated external wall the thickness of which does not exceed 150 millimetres, or any part thereof (hereinafter collectively referred to as “environmentally friendly or innovative features”) and any other structure or floor space which in the opinion of the Building Authority is an environmentally friendly or innovative feature (as to which the opinion of the Building Authority shall be conclusive) and which, for that reason, has been excluded by the Building Authority from the calculation of gross floor area under the Buildings Ordinance; and

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

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

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

The Common Areas

- (c) Communal podium gardens, communal sky garden 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.

Cap on concession

- (d) (i) The floor spaces of the features listed below which may in accordance with these Conditions be excluded from the calculation of the total gross floor area stipulated in Special Condition No. (15)(c) hereof shall not in the aggregate exceed 10% of the total gross floor area of the building or buildings erected or to be erected on the lot—
- (I) plant room which has been decided by the Building Authority as non-mandatory or non-essential plant room including but not limited to boiler room, room occupied by machinery or equipment for air-conditioning or heating system, SMATV room (as to which the decision of the Building Authority shall be final and binding on the Purchaser), and pipe duct and air duct connected to such plant room;
 - (II) chimney shaft;
 - (III) portion of lift shaft which has been decided by the Building Authority as larger lift shaft (as to which the decision of the Building Authority shall be final and binding on the Purchaser);
 - (IV) non-structural prefabricated external wall the thickness of which does not exceed 150 millimetres;
 - (V) trellis not landscaped to the satisfaction of the Building Authority (as to which the decision of the Building Authority shall be final and binding on the Purchaser);
 - (VI) void over main or common entrance of the building or buildings erected or to be erected on the lot; and

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

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

No grave or columbarium permitted

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

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

Contracts (Rights of Third Parties) Ordinance

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

SCHEDULE

PART A

Column 1	Column 2
The period referred to in Special Conditions Nos. (4)(a)(i), (4)(a)(iii)(I), (9), (16)(a)(i), (37)(a)(ii), (39)(a)(i), (40)(a)(i) and (51)(a) respectively	_____ calendar months

PART B

Column 1	Column 2
Gross Floor Area for the Designated Portion of the Government Accommodation	_____ square metres

MEMORANDUM OF AGREEMENT

BETWEEN

of

(herein referred to as "the Purchaser") of the one part and the Chief Executive on behalf of the Government of the Hong Kong Special Administrative Region of the other part whereby it is agreed that the Purchaser's tender for the lot described in the foregoing Tender Notice having been accepted at the premium hereunder specified and the Purchaser having paid the sum specified in his tender as an initial deposit and the further deposit (if required) referred to in paragraph 12 of the Tender Notice annexed to the foregoing Conditions of Sale and in part payment of the premium (the receipts of which are hereby acknowledged) hereby agrees to pay the balance of the premium and to become the lessee of the lot upon and subject to the foregoing Conditions of Sale and on his part to perform and abide by the said Conditions.

Registry No.	Rent	Amount of premium at which purchased
Yuen Long Town Lot No. 545	As specified in General Condition No. 4	\$

Dated this day of , 20 .

Witness to the signature of/execution by the Purchaser:

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

.....
Address

Witness to the signature of Chief Estate Surveyor/Land Supply:

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

.....
Civil servant,
Lands Department

.....
Chief Estate Surveyor/Land Supply



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

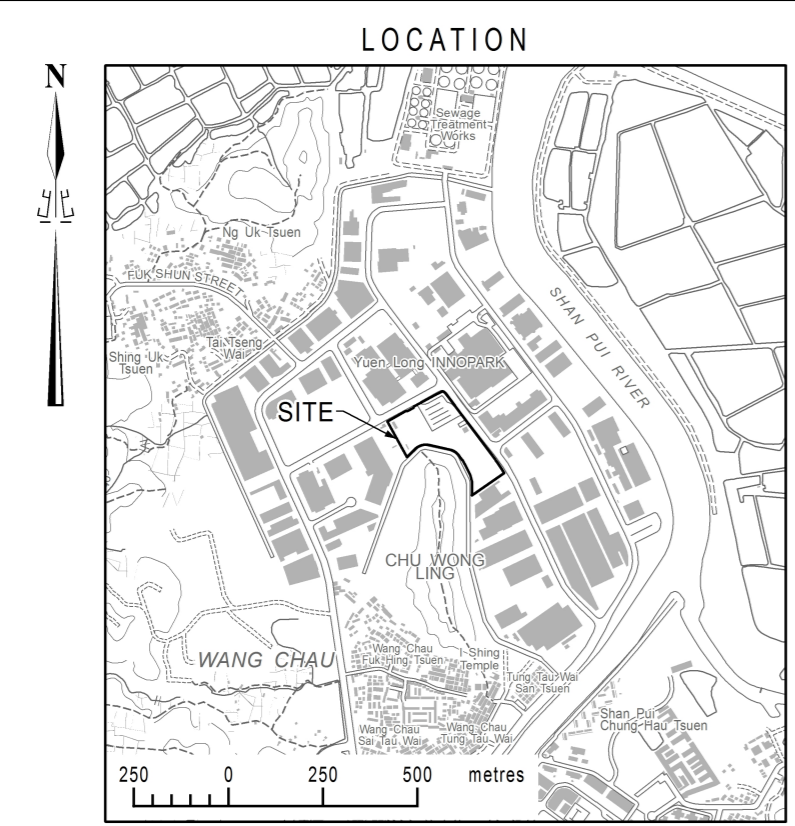
Witness to the signature of /
execution by the Purchaser

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

Chief Estate Surveyor / Land Supply

Witness to the Signature of
Chief Estate Surveyor / Land Supply
Civil Servant,
Lands Department

Dated this ____ day of _____ 20____



Point	Hong Kong 1980 Grid Coordinates	
	N (m)	E (m)
A	835696.496	820665.059
B	835724.045	820714.696
C	835723.267	820717.415
D	835732.972	820734.902
E	835735.691	820735.680
F	835768.472	820794.743
G	835775.394	820809.055
H	835774.009	820815.740
J	835764.720	820823.750
K	835594.753	820951.190
L	835560.053	820974.075
M	835500.281	820888.824
N	835535.795	820889.275
P	835554.675	820884.638
Q	835591.477	820866.096
R	835601.561	820857.580
S	835622.052	820831.559
T	835634.710	820775.652
U	835624.695	820739.967
V	835602.599	820717.173
ARC CENTRE		
G-H	835770.348	820811.495
K-L	835387.989	820675.427
R-S	835584.458	820823.407
T-U	835596.750	820767.057

SIDE	DISTANCE IN METRES	BEARING	Pt.	CORNER MARKED BY
A B	56.769	60 58 10		
B C	2.828	105 58 10		
C D	20.000	60 58 10		
D E	2.828	15 58 10		
E F	67.550	60 58 10		
F G	15.898	64 11 16		
Chord G H	6.827	101 42 24		
H J	12.266	139 13 32		
J K	212.438	143 08 16		
Chord K L	41.567	146 35 41		
L M	104.117	234 57 52		
M N	35.517	0 43 40		
N P	19.441	346 12 07		
P Q	41.209	333 15 32		
Q R	13.214	319 52 34		
Chord R S	33.109	308 11 31		
S T	57.322	282 45 28		
Chord T U	37.064	254 19 25		
U V	31.746	225 53 23		
V A	107.390	330 58 10		

CURVE DATA		
Arc GH = 7.340m	Radius = 5.605m	Δ = 75 02 16"
Arc KL = 41.592m	Radius = 344.669m	Δ = 6 54 51"
Arc RS = 34.222m	Radius = 38.545m	Δ = 50 52 09"
Arc TU = 38.630m	Radius = 38.921m	Δ = 56 52 03"

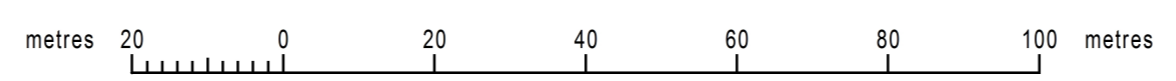
x 48 SPOT LEVEL IN METRES AS AT 07/12/2023

SPECIAL CONDITIONS REFER

- Pink Stippled Black
- Pink Hatched Blue
- Green
- Green Stippled Black
- Edged Brown
- Edged Pecked Blue
- Edged Pecked Purple
- Red Line

- POINTS X1 Y1 Z1
POINTS X2 Y2 Z2
POINTS X3 Y3 Z3

COLOURED PINK, PINK STIPPLED BLACK AND PINK HATCHED BLUE AREA 32 440 SQUARE METRES (ABOUT)



YUEN LONG TOWN LOT No. 545

District Survey Office, Yuen Long
Lands Department
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File No.	LD LS/DSPL/MSB/YL, LD DSO/YL/W/10/2023
Survey Sheet No.	6-NW-4B
O.Z.P. No.	S/YL/27
Reference Plan No.	-----
PLAN No.	YL18888-SP

Date : 28/02/2024

I, PAU Siu-chung, Land Surveyor, Yuen Long, hereby certify that this land boundary plan has been prepared from land boundary surveys that were carried out by me or under my direct supervision in conformity with the Land Boundary Survey Regulations / Code of Practice approved by the Land Survey Authority under the above Ordinance, and that this plan correctly represents that survey completed on the 23rd day of JANUARY, 2024.

Signed
Land Surveyor/ Yuen Long
Authorized Land Surveyor

Remarks:
(1) * - Delete as appropriate.
(2) The practice requirements laid down in the Land Boundary Survey Regulations of the Lands Department are the same as those in the Code of Practice approved by the Land Survey Authority under the Land Survey Ordinance.

SALE PLAN	
Field Book	-----
Comp. Folder	YL18888
Svy. Officer	K.S. TSENG
Tech. Officer	K.S. WAI
Date	28/02/2024
Plan No.	YL18888-SP

Dated20....
...

AGREEMENT
AND
CONDITIONS OF SALE
OF
YUEN LONG TOWN LOT NO. 545

Purchaser :

Rent : As specified in General
Condition No. 4

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

Lands Department