

Extension of Government Leases Ordinance (Cap. 648)
Section 9(2)

Opt-out Memorandum

[Lot number: (_____) (hereafter “the land”)]

The lease of the land is an applicable lease covered by the Extension Notice published by the Director of Lands on dd / mm /yyyy (G.N. _____) (hereafter “the applicable lease” and “the notice” respectively).

2. The lessee(s) of the applicable lease desire(s) to exclude the applicable lease from the application of section 12 of the Extension of Government Leases Ordinance (hereafter “the Ordinance”) and to deliver to the Land Registry this Opt-out Memorandum for registration in accordance with section 9(2) of the Ordinance ^{Note (1)}.

3. By virtue of section 9(5) of the Ordinance, this Memorandum takes effect on the date of its registration ^{Note (2)} whereby in relation to the applicable lease:

- (a) the notice does not have effect; and
- (b) section 12 of the Ordinance is not to apply.

^{Note (1)} According to section 9(2)(a) of the Ordinance, the lessee of the applicable lease must deliver to the Land Registry this Memorandum for registration within one year after the date of publication of the notice. Notwithstanding, according to section 9(2)(b) of the Ordinance, if the expiry date of the applicable lease falls within the period from 5 July 2024 to 31 December 2030 (both days inclusive), the lessee of the applicable lease must deliver to the Land Registry this Memorandum for registration on or before 31 December 2024. The registration of this memorandum is governed by the Land Registration Ordinance (Cap. 128) and Land Registration Regulations (Cap. 128A).

^{Note (2)} Insofar as section 9(5) of the Ordinance is concerned, the date of registration of this Memorandum is determined in accordance with the Land Registration Regulations (Cap. 128A) or Land Titles Ordinance (Cap. 585) (depending on whether this Memorandum is registered in accordance with Cap. 128 or Cap. 585).

4. Persons who have an interest under the applicable lease or in the land as specified in section 9(4) of the Ordinance have signed this Memorandum as required by section 9(2) of the Ordinance, as follows.

(1) Lessee

Name : _____ Signature : _____
[Identity document no.: _____]

The signature of the above-named lessee is witnessed by the undersigned who having previously explained to the above-named lessee (or in the case where the above-named lessee is a body corporate, its authorized representative(s)) in a language understood by him/her/them the contents of this Memorandum and the legal consequences of signing this Memorandum:

Name of Solicitor : _____ Signature of Solicitor : _____

Date : _____

(2) Lessee

Name : _____ Signature : _____
[Identity document no.: _____]

The signature of the above-named lessee is witnessed by the undersigned who having previously explained to the above-named lessee (or in the case where the above-named lessee is a body corporate, its authorized representative(s)) in a language understood by him/her/them the contents of this Memorandum and the legal consequences of signing this Memorandum:

Name of Solicitor : _____ Signature of Solicitor : _____

Date: _____

(Delete where appropriate. If necessary, additional paper may be used to provide relevant information.)

(3) Other person with interest (nature of interest: _____)

Name : _____ Signature : _____
[Identity document no.: _____]

The signature of the above-named person is witnessed by the undersigned who having previously explained to the above-named person (or in the case where the above-named person is a body corporate, its authorized representative(s)) in a language understood by him/her/them the contents of this Memorandum and the legal consequences of signing this Memorandum:

Name of Solicitor : _____ Signature of Solicitor : _____

Date: _____

(4) Other person with interest (nature of interest: _____)

Name : _____ Signature : _____
[Identity document no.: _____]

The signature of the above-named person is witnessed by the undersigned who having previously explained to the above-named person (or in the case where the above-named person is a body corporate, its authorized representative(s)) in a language understood him/her/them the contents of this Memorandum and the legal consequences of signing this Memorandum:

Name of Solicitor : _____ Signature of Solicitor : _____

Date: _____

(Delete where appropriate. If necessary, additional paper may be used to provide relevant information.)

5. I/we as lessee(s) of the applicable lease confirm that:
- (a) as at the date on which this Memorandum is delivered to the Land Registry for registration, the persons who have signed this Memorandum were and remain as all the persons specified in section 9(4) of the Ordinance and there are no other person or persons being or becoming the person or persons specified in section 9(4) who must sign this Memorandum as required by section 9(2) of the Ordinance; and
 - (b) up to and including the date on which this Memorandum is delivered to the Land Registry for registration, there has not been any dealing in or concerning the applicable lease or the land (including an agreement for sale, mortgage, or charge) which may result in any other person or persons having acquired or in the course of acquiring an interest in the applicable lease or the land.

Signature(s) of the lessee(s) delivering this Memorandum to the Land Registry for registration ^{Note (3)}:

(1) Lessee

Name : _____ Signature : _____
 [Identity document no.: _____]

The signature of the above-named lessee is witnessed by the undersigned who having previously explained to the above-named lessee (or in the case where the above-named lessee is a body corporate, its authorized representative(s)) in a language understood by him/her/them the contents of this Memorandum and the possible legal consequences of giving the confirmation in paragraph 5 of this Memorandum if the above-named lessee (or in the case where the above-named lessee is a body corporate, its authorized representative(s)) did not have an honest belief in the truth of those facts stated in the confirmation:

Name of Solicitor : _____ Signature of Solicitor : _____

Date: _____

(2) Lessee

Name : _____ Signature : _____
[Identity document no.: _____]

The signature of the above-named lessee is witnessed by the undersigned who having previously explained to the above-named lessee (or in the case where the above-named lessee is a body corporate, its authorized representative(s)) in a language understood by him/her/them the contents of this Memorandum and the possible legal consequences of giving the confirmation in paragraph 5 of this Memorandum if the above-named lessee (or in the case where the above-named lessee is a body corporate, its authorized representative(s)) did not have an honest belief in the truth of those facts stated in the confirmation:

Name of Solicitor : _____ Signature of Solicitor : _____

Date: _____

(Delete where appropriate. If necessary, additional paper may be used to provide relevant information.)

⁽³⁾ Note The latest date of signature of the persons under paragraphs 4 and 5 will be taken as the date of instrument of this Memorandum.