

TENDER NOTICE

The Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”) invites tenders for the purchase of the properties described in the Particulars of the Properties hereunder (hereinafter collectively referred to as “the Properties”) and subject to the terms hereof and the Conditions of Sale annexed hereto (hereinafter referred to as “the Conditions of Sale”).

PARTICULARS OF THE PROPERTIES

Property No.	Address	Term
(1)	Car Parking Space No. 1, Kalam Court, Nos. 7-9 Grampian Road, Kowloon	75 years commencing from the 1 st day of July 1898 renewable for 24 years less the last three days thereof which is extended to the 30 th day of June 2047 pursuant to section 6 of the New Territories Leases (Extension) Ordinance
(2)	Car Parking Space No. 13, Kalam Court, Nos. 7-9 Grampian Road, Kowloon	75 years commencing from the 1 st day of July 1898 renewable for 24 years less the last three days thereof which is extended to the 30 th day of June 2047 pursuant to section 6 of the New Territories Leases (Extension) Ordinance
(3)	Car Parking Space No. 14, Kalam Court, Nos. 7-9 Grampian Road, Kowloon	75 years commencing from the 1 st day of July 1898 renewable for 24 years less the last three days thereof which is extended to the 30 th day of June 2047 pursuant to section 6 of the New Territories Leases (Extension) Ordinance
(4)	Car Parking Space No. 19, Kalam Court, Nos. 7-9 Grampian Road, Kowloon	75 years commencing from the 1 st day of July 1898 renewable for 24 years less the last three days thereof which is extended to the

30th day of June 2047 pursuant to section 6 of the New Territories Leases (Extension) Ordinance

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| (5) | 5/F (including the Roof immediately above), No. 15 Ko Shing Street, Hong Kong | 999 years commencing from the 29 th day of September 1900 |
| (6) | Space No. 70A on Car Park Level 2, Beverly Hill, No. 6 Broadwood Road, Hong Kong | 75 years renewable for 75 years commencing from the 7 th day of April 1913 |

2. The Government does not bind itself to accept the highest or any tender. The Government reserves the right to negotiate with any tenderer about the terms of the offer.
3. (a) Each tender must be submitted for the purchase of ONE property only but a tenderer may submit tender(s) in respect of one or more property.
- (b) In the event that tenders are submitted to purchase:
- (i) Property No. (1), tenders must be made in the Form of Tender (1) annexed hereto;
 - (ii) Property No. (2), tenders must be made in the Form of Tender (2) annexed hereto;
 - (iii) Property No. (3), tenders must be made in the Form of Tender (3) annexed hereto;
 - (iv) Property No. (4), tenders must be made in the Form of Tender (4) annexed hereto;
 - (v) Property No. (5), tenders must be made in the Form of Tender (5) annexed hereto;
 - (vi) Property No. (6), tenders must be made in the Form of Tender (6) annexed hereto;

together with a cashier's order for that property in a manner as specified in paragraph 7 below.

4. (a) For Properties Nos. (1) to (4), tenderers are requested to note that:
- (i) according to the Government Lease of New Kowloon Inland Lot No. 2123 as varied or modified by a Deed of Variation of Crown Lease dated the 23rd day of January 1963 and registered in the Land Registry by Memorial No. UB389269, Properties Nos. (1) to (4) shall not be used for any purpose other than the parking of private cars of the residents of the building erected or to be erected on New Kowloon Inland Lot No. 2123;
 - (ii) Properties Nos. (1) to (4) are sold by the Government and purchased by the Purchaser subject to an outstanding Order and two outstanding Notices issued by the Building Authority, namely, (I) an Order dated the 15th day of September 2021 and registered in the Land Registry by Memorial No. 21102702160183 in respect of the common parts of Kalam Court, Nos. 7-9 Grampian Road, Kowloon (“Kalam Court”); (II) a Notice dated the 22nd day of May 2015 and registered in the Land Registry by Memorial No. 23081401070059 in respect of the common parts of Kalam Court; and (III) a Notice dated the 22nd day of May 2015 and registered in the Land Registry by Memorial No. 23081401070068 in respect of the common parts of Kalam Court (hereinafter collectively referred to as “the Building Orders of Properties Nos. (1) to (4)”). The Purchaser undertakes with the Government that the Purchaser shall be personally responsible for making his own inquiry and investigation with the Building Authority and The Incorporated Owners of Kalam Court (Kowloon Tong) in respect of the Building Orders of Properties Nos. (1) to (4) and the compliance with the same pursuant to Condition No. 9 of the Conditions of Sale. The Purchaser further undertakes with the Government that 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 or in connection with the Purchaser’s failure to pay such moneys, costs and expenses for the discharge of the Building Orders of Properties Nos. (1) to (4); and
 - (iii) according to Clause 4 of the Deed of Mutual Covenant dated the 16th day of February 1966 and registered in the Land Registry by Memorial No. UB525316, no contribution shall be required for the expenses as mentioned in Clause 3 of the said Deed of Mutual Covenant in respect of the car parks on the Ground Floor, except for the Government rent.

- (b) For Property No. (5), tenderers are requested to note that:
- (i) according to Clause 3(b) of the Deed of Mutual Covenant dated the 9th day of September 1986 and registered in the Land Registry by Memorial No. UB3162127 (hereinafter referred to as “the Deed of Mutual Covenant”), each of the parties thereto who has the sole and exclusive right to the use occupation and enjoyment of the Roof (hereinafter referred to as “the Roof”) immediately above the 5th Floor of the building at No. 15 Ko Shing Street (hereinafter referred to as “the Building”) shall be wholly responsible for paying the costs of keeping the Roof in repair;
 - (ii) according to Clause 16(b) of the Deed of Mutual Covenant, the owner or owners of the 5th Floor of the Building (hereinafter referred to as “the 5th Floor”) shall use the 5th Floor for domestic purposes;
 - (iii) according to Clause 16(d) of the Deed of Mutual Covenant, the owner or owners of the Roof shall be entitled to the exclusive right and privilege to use occupy and enjoy the Roof but shall allow all such existing structures thereon as intended for common use by the co-owners of the Building (including in particular the water tank) to remain thereon and shall also allow the co-owners of the Building free access thereto for the purpose of inspecting maintaining and repairing the same and for fire escape;
 - (iv) Property No. (5) is sold by the Government and purchased by the Purchaser subject to an outstanding Certificate, three outstanding Notices and two outstanding Orders issued by the Building Authority, namely, (I) a Certificate dated the 18th day of October 2006 and registered in the Land Registry by Memorial No. 06112000020018 in respect of Property No. (5); (II) a Notice dated the 2nd day of May 2008 and registered in the Land Registry by Memorial No. 08080400450035 in respect of Property No. (5); (III) a Notice dated the 30th day of July 2020 and registered in the Land Registry by Memorial No. 20102002110013 in respect of the common parts of the Building; (IV) a Notice dated the 30th day of July 2020 and registered in the Land Registry by Memorial No. 20102002110021 in respect of the common parts of the Building; (V) an Order dated the 23rd day of May 2008 and registered in the Land Registry by Memorial No. 08102100920017 in respect of the common parts of the Building; and (VI) an Order dated the 28th day of October 2022 and registered in the Land Registry by Memorial No. 23020200990727 in respect of the common parts of the Building (hereinafter collectively referred to as “the Building Orders of Property No. (5)”). The Purchaser undertakes with the Government that the Purchaser shall be personally responsible for making his own inquiry

and investigation with the Building Authority and the co-owners of the Building in respect of the Building Orders of Property No. (5) and the compliance with the same pursuant to Condition No. 9 of the Conditions of Sale. The Purchaser further undertakes with the Government that 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 or in connection with the Purchaser's failure to pay such moneys, costs and expenses for the discharge of the Building Orders of Property No. (5); and

- (v) Property No. (5) is sold by the Government and purchased by the Purchaser subject to the Purchaser's compliance of an outstanding fire safety direction consisting of fire safety construction requirements, as required under Fire Safety (Buildings) Ordinance, any regulations made thereunder and any amending legislation, in relation to (I) improvements works required in the common areas of the Building; and (II) replacement of the door at the unit entrance or exit on the 5th Floor. The Purchaser undertakes with the Government that the Purchaser shall be personally responsible for making his own inquiry and investigation with the relevant enforcement authority as defined in the Fire Safety (Buildings) Ordinance in respect of the said fire safety direction and the compliance with the same pursuant to Condition No. 9 of the Conditions of Sale. The Purchaser further undertakes with the Government that 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 or in connection with the Purchaser's failure to pay such moneys, costs and expenses for the compliance of the said fire safety direction.

(c) For Property No. (6), tenderers are requested to note that:

- (i) Property No. (6) is shown and designated on the Car Park Level 2 Plan annexed to the Assignment dated the 14th day of March 1989 and registered in the Land Registry by Memorial No. UB4038380 as "70A". The Purchaser shall make his own investigation on free ingress and egress to and from Property No. (6). If required, the Purchaser shall make arrangement for acquiring such right-of-way at his own costs. The Government has given no warranty, express or implied as to the suitability or fitness of Property No. (6) for car parking purpose or any particular purpose. The Purchaser for himself, his principal or its parent company 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 Property No. (6) making it either unfit for the purpose for which he purchased it or rendering it impossible to achieve the purpose the Purchaser or his principal or its parent company originally intended;

- (ii) according to Condition No. 6(e)(ii) of the Conditions of Sale, Property No. (6) is sold by the Government and purchased by the Purchaser subject to a Sealed Copy of Charging Order: Notice to Show Cause registered in the Land Registry by Memorial No. UB7847332 (hereinafter referred to as “the Charging Order”). The Purchaser undertakes with the Government that the Purchaser shall be personally responsible for making his own inquiry and investigation on matters relating to the Charging Order and for payment of all moneys, costs and expenses for the discharge of the Charging Order. The Purchaser further undertakes with the Government that 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 or in connection with the Purchaser’s failure to pay such moneys, costs and expenses for the discharge of the Charging Order; and
- (iii) according to Condition No. 6(e)(iii) of the Conditions of Sale, Property No. (6) is sold by the Government and purchased by the Purchaser subject to a Memorandum of Charge by The Incorporated Owners of Beverly Hill registered in the Land Registry by Memorial No. UB7953548 and a Memorandum of Charge by Beverly Hill (Estate Management) Limited registered in the Land Registry by Memorial No. UB8108596 (hereinafter collectively referred to as “the Memoranda”) and subject to any recurrent management fees (hereinafter referred to as “the Outstanding Fees”). The Purchaser undertakes with the Government that the Purchaser shall be personally responsible for making his own inquiry and investigation with The Incorporated Owners of Beverly Hill and Beverly Hill (Estate Management) Limited respectively in respect of the Memoranda and the settlement of the Outstanding Fees and any further outgoings pursuant to Condition No. 6(d) of the Conditions of Sale. The Purchaser further undertakes with the Government that 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 or in connection with the Purchaser’s failure to pay such moneys, costs and expenses for the discharge of the Memoranda and the settlement of the Outstanding Fees and any further outgoings.

5. Tenders must be :
- (a) made in **DUPLICATE** in the Form of Tender annexed hereto;
 - (b) enclosed in a sealed envelope addressed to the Chairman, Tender Opening Committee, Government Logistics Department, and clearly marked on the outside of the envelope "**Tender for Sale of Government Properties – Tender Reference : LD PM A/378/47**"; and
 - (c) deposited in the Tender Box labelled “Government Logistics Department Tender Box” (hereinafter referred to as “the Government Logistics Department Tender Box”) situated at the Ground Floor of North Point Government Offices, 333 Java Road, North Point, Hong Kong, before 12 noon on Thursday, the **31st day of October 2024**. 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 said date, the tender closing time will be extended to 12 noon on the next working day and on which no Black Rainstorm Warning Signal or 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 the hours of 9 a.m. and 12 noon. In case the public access to the Government Logistics Department Tender Box 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 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 Logistics Department Tender Box in accordance with paragraph 5 above will not be accepted.
7. **TENDERERS MUST FORWARD WITH THEIR TENDERS (IN DUPLICATE)** a cashier’s order in an amount equivalent to 10% of the price tendered for the purchase of each of the Properties 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. All cashier’s orders will be retained uncashed until the Government has made its decision on the tenders submitted. If a tender is accepted, the cashier’s order submitted therewith will be treated as a deposit towards and applied in part payment of the purchase price tendered. All other cashier’s orders

will be returned by post, within a period of fourteen (14) days from the date specified in paragraph 9 below, to the unsuccessful tenderers at the addresses stated in their tenders.

8. (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(s) of the contact person(s) of his principal.
- (c) After the award of the tender, the identity of the successful tenderer and the unsuccessful tenderers (including the identity of the principal or parent company mentioned in paragraphs 8(a) and 8(b) above (if applicable)) and the amount tendered by the successful tenderer can be disclosed by the Government, whether in response to public or media enquiries or otherwise.
- (d) By submitting his tender under paragraph 5 above, each of the tenderers gives his consent to the disclosure of the information under paragraph 8(c) above (hereinafter referred to as “the Tender Information”) and accepts and acknowledges that the Government has the right to disclose the Tender Information.
- (e) The Government shall have the absolute discretion to decide whether or not to disclose the Tender Information. The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the tenderers (whether the successful tenderer or any of the unsuccessful tenderers) or any other person whether arising out of, in connection with or incidental to the exercise of the Government’s right to disclose the Tender Information, or the use or dissemination of the Tender 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.
- (f) For the avoidance of doubt, the consent given under paragraph 8(d) above and the provisions in paragraph 8(e) 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 referred to in paragraph 9 below by the Purchaser and the signing thereof on behalf of the Government.

9. 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 not later than the **27th day of December 2024**. Within fourteen (14) days of the date of the said letter, 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, the Memorandum of Agreement in the form annexed to the Conditions of Sale. Where the successful tender has been made on behalf of a principal, the principal shall himself sign or itself execute the Memorandum of Agreement.
10. (a) Tenderers are requested to note that the Government does not have any knowledge of the history or past occupation of any of the Properties and the Lands Department will only answer questions of a general nature concerning the Properties and will not provide legal or other advice in respect of the Conditions of Sale or statutory provisions relating to the Properties. Tenderers shall make their own enquiries and investigations to satisfy themselves in any matters in relation to the Properties. All enquiries in relation to Properties Nos. (1) to (5) should be directed to Ms. Selina WU at Telephone No. 2231 3245 or Fax No. 2511 9861. All enquiries in relation to Property No. (6) should be directed to Mr. K K HO at Telephone No. 2231 4236 or Fax No. 2511 9861.
- (b) 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 shall be for guidance and reference purposes only. Any statement shall not be deemed to form part of this Tender Notice and any such statement 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.
11. 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.
12. 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(s) or record(s) 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 (5)

Tender for the purchase of **5/F (including the Roof immediately above), No. 15 Ko Shing Street, Hong Kong (hereinafter referred to as “Property No. (5)”) subject to the Conditions of Sale annexed to the Tender Notice (hereinafter referred to as “the Conditions of Sale”)**.

To: The Chairman,
Tender Opening Committee,
Government Logistics Department,
10th Floor, North Point Government Offices,
333 Java Road,
North Point,
Hong Kong.

I/We _____

having read the foregoing Tender Notice and the Conditions of Sale, hereby offer to purchase Property No. (5) from the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”) at a purchase price of HONG KONG DOLLARS

(HK\$.....) for the term and upon the terms and conditions set forth in the Tender Notice and the Conditions of Sale.

2. If this tender is accepted, then until the Memorandum of Agreement referred to in paragraph 9 of the Tender Notice is signed or executed, this tender together with the written acceptance thereof shall constitute a binding agreement between me/us and the Government.

3. A cashier’s order for HK\$....., being an amount equivalent to 10% of the price tendered for the purchase of Property No. (5), made payable to “The Government of the Hong Kong Special Administrative Region” is forwarded herewith as a deposit, which shall be applied in part payment of the purchase price for the property as provided in the Conditions of Sale, if my/our tender is accepted.

4. If my/our tender is accepted, I/we will pay the balance of purchase price in the manner and within the time limit provided in the Conditions of Sale and carry out and complete the purchase in accordance with the Conditions of Sale.

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 paragraph 8(c) of the Tender Notice (hereinafter referred to as “the Tender Information”).
6. I/We accept and acknowledge that:
- (a) according to Clause 3(b) of the Deed of Mutual Covenant dated the 9th day of September 1986 and registered in the Land Registry by Memorial No. UB3162127 (“hereinafter referred to as “the Deed of Mutual Covenant”), each of the parties thereto who has the sole and exclusive right to the use occupation and enjoyment of the Roof (hereinafter referred to as “the Roof”) immediately above the 5th Floor of the building at No. 15 Ko Shing Street (hereinafter referred to as “the Building”) shall be wholly responsible for paying the costs of keeping the Roof in repair;
 - (b) according to Clause 16(b) of the Deed of Mutual Covenant, the owner or owners of the 5th Floor of the Building (hereinafter referred to as “the 5th Floor”) shall use the 5th Floor for domestic purposes;
 - (c) according to Clause 16(d) of the Deed of Mutual Covenant, the owner or owners of the Roof shall be entitled to the exclusive right and privilege to use occupy and enjoy the Roof but shall allow all such existing structures thereon as intended for common use by the co-owners of the Building (including in particular the water tank) to remain thereon and shall also allow the co-owners of the Building free access thereto for the purpose of inspecting maintaining and repairing the same and for fire escape;
 - (d) Property No. (5) is sold by the Government and purchased by the Purchaser subject to an outstanding Certificate, three outstanding Notices and two outstanding Orders issued by the Building Authority, namely, (i) a Certificate dated the 18th day of October 2006 and registered in the Land Registry by Memorial No. 06112000020018 in respect of Property No. (5); (ii) a Notice dated the 2nd day of May 2008 and registered in the Land Registry by Memorial No. 08080400450035 in respect of Property No. (5); (iii) a Notice dated the 30th day of July 2020 and registered in the Land Registry by Memorial No. 20102002110013 in respect of the common parts of the Building; (iv) a Notice dated the 30th day of July 2020 and registered in the Land Registry by Memorial No. 20102002110021 in respect of the common parts of the Building; (v) an Order dated the 23rd day of May 2008 and registered in the Land Registry by Memorial No. 08102100920017 in respect of the common parts of the Building; and (vi) an Order dated the 28th day of October 2022 and registered in the Land Registry by Memorial No. 23020200990727 in respect of the common parts of the Building (hereinafter collectively referred to as “the Building Orders”) The Purchaser undertakes with the Government that the Purchaser shall be personally responsible for making his own inquiry and investigation with the Building Authority and the co-owners of the Building in respect of the Building Orders and the

compliance with the same pursuant to Condition No. 9 of the Conditions of Sale. The Purchaser further undertakes with the Government that 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 or in connection with the Purchaser's failure to pay such moneys, costs and expenses for the discharge of the Building Orders;

- (e) Property No. (5) is sold by the Government and purchased by the Purchaser subject to the Purchaser's compliance of an outstanding fire safety direction consisting of fire safety construction requirements as required under the Fire Safety (Buildings) Ordinance , any regulations made thereunder and any amending legislation, in relation to (I) improvements works required in the common areas of the Building; and (II) replacement of the door at the unit entrance or exit on the 5th Floor. The Purchaser undertakes with the Government that the Purchaser shall be personally responsible for making his own inquiry and investigation with the relevant enforcement authority as defined in the Fire Safety (Buildings) Ordinance in respect of the said fire safety direction and the compliance with the same pursuant to Condition No. 9 of the Conditions of Sale. The Purchaser further undertakes with the Government that 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 or in connection with the Purchaser's failure to pay such moneys, costs and expenses for the compliance of the said fire safety direction;
- (f) the Government has the absolute discretion to decide whether or not to disclose the Tender Information;
- (g) the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by me/us or any other person whether arising out of, in connection with or incidental to the exercise of the Government's right to disclose the Tender Information, or the use or dissemination of the Tender 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
- (h) for the avoidance of doubt, my/our consent given under paragraph 5 above and the acceptance and acknowledgement under sub-paragraphs (a) to (g) 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 referred to in paragraph 9 of the Tender Notice

by the Purchaser and the signing thereof on behalf of the Government.

Dated the _____ day of _____, 2024.

* Signature of tenderer(s) OR * seal of tenderer and signature(s) of authorised officer(s)

Name(s) of tenderer(s) or authorised officer(s) in block letters

Hong Kong Identity Card No. of tenderer(s)

Address of tenderer(s) 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) Please signify Mr./Miss/Mrs./Ms. in the Name(s) of tenderer(s) or authorised officer(s) in block letters.
 - (2) If the tender is made by more than one person as tenants-in-common or joint tenants, then the tender must be signed by each of the persons as tenants-in-common or joint tenants.
 - (3) *Please delete as appropriate.

IMPORTANT NOTES

- (1) Tenders will not be considered unless they are accompanied by the cashier's order referred to in paragraph 7 of the Tender Notice annexed hereto.
- (2) Tenders may not be considered unless the Form of Tender is duly completed and signed by tenderer(s).

CONDITIONS OF SALE

1. In these Conditions of Sale (hereinafter referred to as “these Conditions”) the following expressions shall have the following meanings except where the context otherwise permits or requires:

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| “Deed of Mutual Covenant” | - | the Deed of Mutual Covenant described in Schedule III |
| “Government Lease” | - | the Government Lease described in Schedule II |
| “Property” | - | the Property described in Schedule I |
| “Purchase Price” | - | the purchase price tendered in the Form of Tender by the Purchaser |
| “Purchaser” | - | the successful tenderer whose tender in respect of the Property is accepted by the Government |
| “Government” | - | The Government of the Hong Kong Special Administrative Region |

2. The Property is vested in the Government as bona vacantia by virtue of section 292 of the predecessor Ordinance (as defined in section 2(1) of the Companies Ordinance) (hereinafter referred to as “the predecessor CO”). The Registrar of Companies now desires to dispose of the Property and for the purpose of section 292A(1) of the predecessor CO has authorised the Director of Lands to execute the Memorandum of Agreement annexed hereto and the subsequent assignment for the residue of the term of years created by the Government Lease and on the terms and conditions herein mentioned.

3. Within fourteen (14) days of the date of the letter referred to in paragraph 9 of the Tender Notice annexed hereto, 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, the Memorandum of Agreement annexed hereto (hereinafter referred to as “the said Memorandum”). Where the successful tender has been made on behalf of a principal, the principal shall himself sign or itself execute the said Memorandum as Purchaser. The Purchaser shall bear and pay the Government’s costs and disbursements of and incidental to

the preparation, execution and completion of the said Memorandum (for which costs a full scale fee calculated in accordance with paragraph 1 of Schedule 2 to the Solicitors (General) Costs Rules shall be charged).

4. (a) The Purchaser shall complete the purchase and pay in one lump sum the balance of the Purchase Price at the office of the Director of Lands at 18th Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong on or before the date being two (2) calendar months after the date of the said Memorandum between the hours 9:30 a.m. and 4:00 p.m. on Monday to Friday (hereinafter referred to as “the Completion Date”).
 - (b) If the Completion Date falls on a day which is not a working day or falls on a day on which 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 9:30 a.m. and 4:00 p.m., the Completion Date shall be postponed to the next working day and on which no Black Rainstorm Warning Signal or 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 9:30 a.m. and 4:00 p.m.
 - (c) On completion the balance of the Purchase Price shall be fully paid by a solicitor’s firm cheque or a cashier’s order drawn on a licensed bank in Hong Kong and made payable to “The Government of the Hong Kong Special Administrative Region”. Such cheque or cashier’s order shall be dated not later than the Completion Date. The Purchaser’s obligation as to payment of the balance of the Purchase Price is only discharged when such cheque or cashier’s order is honoured upon first presentation for payment.
5. (a) On completion upon payment of the balance of the Purchase Price, the Government will execute in favour of the Purchaser a proper assignment of the Property sold in accordance with these Conditions. The assignment shall be prepared by and at the expense of the Purchaser. The Government’s costs and disbursements of and incidental to the approval, execution and completion of the assignment (for which costs a scale fee calculated in accordance with paragraph 6 of Part 1 of Schedule 1 to the Solicitors (General) Costs Rules shall be charged) shall likewise be borne and paid by the Purchaser on completion. After execution by the Government, the assignment will be sent to the Purchaser’s solicitors within twenty-one (21) days from the Completion Date.

- (b) The Purchaser shall send the draft assignment to the Government for approval not less than fourteen (14) days before the Completion Date.
6. (a) The Government gives no warranty or representation, express or implied whatsoever, on the following:
- (i) whether all the covenants, terms and conditions contained in the Government Lease and the Deed of Mutual Covenant have been observed and complied with or will be duly observed and complied with up to the Completion Date; and
 - (ii) whether all rates and Government rent and other outgoings in respect of the Property have been paid and whether the said rates and Government rent and other outgoings will be fully paid up to the Completion Date.
- (b) The Purchaser shall be personally responsible for making his own inquiry and investigation in respect of the matters aforesaid.
- (c) The Purchaser shall not raise any requisition, refuse to complete, delay completion, claim damages or make a reduction in the Purchase Price in respect of the aforesaid matters.
- (d) All rents and profits in respect of the Property shall be received by the Government up to and inclusive of the Completion Date. All such rents and profits shall, if necessary, be apportioned between the Government and the Purchaser and paid on completion. The Purchaser shall be responsible for payment of any outstanding rates and Government rent, other outstanding outgoings, any interest thereon and any collection charge and legal cost incurred therefor (including but without limitation to any management fees, legal cost, repair cost, renovation cost, maintenance cost and any non-recurrent expenses which may affect the Property) due and payable by the owner of the Property under the Government Lease, any applicable ordinances or regulations made thereunder and any amending legislation, or under the Deed of Mutual Covenant or the Building Management Ordinance (hereinafter collectively referred to as “the Outgoings”), irrespective of whether the Outgoings are accrued before, on or after the Completion Date. The Government shall not be required to produce the original or any copy of the receipts in respect of any of the Outgoings of the Property whatsoever and the Purchaser

shall check the details of payment of the Outgoings by his own means. 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 or in connection with the Purchaser's failure to pay the Outgoings. This Condition No. 6(d) shall survive completion of the sale and purchase of the Property.

- (e) Notwithstanding anything to the contrary in these Conditions, the Purchaser agrees and acknowledges that :
- (i) according to Clause 3(b) of the Deed of Mutual Covenant, each of the parties thereto who has the sole and exclusive right to the use occupation and enjoyment of the Roof (hereinafter referred to as "the Roof") immediately above the 5th Floor of the building at No. 15 Ko Shing Street (hereinafter referred to as "the Building") shall be wholly responsible for paying the costs of keeping the Roof in repair;
 - (ii) according to Clause 16(b) of the Deed of Mutual Covenant, the owner or owners of the 5th Floor of the Building (hereinafter referred to as "the 5th Floor") shall use the 5th Floor for domestic purposes;
 - (iii) according to Clause 16(d) of the Deed of Mutual Covenant, the owner or owners of the Roof shall be entitled to the exclusive right and privilege to use occupy and enjoy the Roof but shall allow all such existing structures thereon as intended for common use by the co-owners of the Building (including in particular the water tank) to remain thereon and shall also allow the co-owners of the Building free access thereto for the purpose of inspecting maintaining and repairing the same and for fire escape;
 - (iv) the Property is sold by the Government and purchased by the Purchaser subject to an outstanding Certificate, three outstanding Notices and two outstanding Orders issued by the Building Authority, namely, (I) a Certificate dated the 18th day of October 2006 and registered in the Land Registry by Memorial No. 06112000020018 in respect of the Property; (II) a Notice dated the 2nd day of May 2008 and registered in the Land Registry by Memorial No. 08080400450035 in respect of the Property ; (III) a Notice dated the 30th day of July 2020 and registered in the Land Registry by

Memorial No. 20102002110013 in respect of the common parts of the Building; (IV) a Notice dated the 30th day of July 2020 and registered in the Land Registry by Memorial No. 20102002110021 in respect of the common parts of the Building; (V) an Order dated the 23rd day of May 2008 and registered in the Land Registry by Memorial No. 08102100920017 in respect of the common parts of the Building; and (VI) an Order dated the 28th day of October 2022 and registered in the Land Registry by Memorial No. 23020200990727 in respect of the common parts of the Building (hereinafter collectively referred to as “the Building Orders”). The Purchaser undertakes with the Government that the Purchaser shall be personally responsible for making his own inquiry and investigation with the Building Authority and the co-owners of the Building in respect of the Building Orders and the compliance with the same pursuant to Condition No. 9 hereof. The Purchaser further undertakes with the Government that 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 or in connection with the Purchaser’s failure to pay such moneys, costs and expenses for the discharge of the Building Orders; and

- (v) the Property is sold by the Government and purchased by the Purchaser subject to the Purchaser’s compliance of an outstanding fire safety direction consisting of fire safety construction requirements as required under the Fire Safety (Buildings) Ordinance, any regulations made thereunder and any amending legislation, in relation to (I) improvements works required in the common areas of the Building; and (II) replacement of the door at the unit entrance or exit on the 5th Floor. The Purchaser undertakes with the Government that the Purchaser shall be personally responsible for making his own inquiry and investigation with the relevant enforcement authority as defined in the Fire Safety (Buildings) Ordinance in respect of the said fire safety direction and the compliance with the same pursuant to Condition No. 9 hereof. The Purchaser further undertakes with the Government that 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 or in connection with the Purchaser’s failure to pay such moneys, costs and expenses for the compliance of the said fire safety direction.

- (f) On completion, the Purchaser shall refund to the Government all management fee deposits and payment to the building improvement fund (or funds of similar nature) (if any) previously paid by or belong to the Government as the owner in so far as the same relate to the Property and are transferable to the Purchaser. For the avoidance of doubt, the Government shall not be under any obligation and the Purchaser shall not require the Government to deliver the original or any copy of the receipt(s) of such deposits and funds to the Purchaser.

7. Immediately after the date of the letter referred to in paragraph 9 of the Tender Notice annexed hereto the Property shall as between the Government and the Purchaser be at the Purchaser's risk. No existing policy of insurance relating to the Property or the benefit thereto shall be transferred to the Purchaser. The Purchaser is advised to take out proper insurance coverage on the Property for his own protection and benefit. For the avoidance of doubt, it is hereby declared and agreed that notwithstanding any other terms and provisions in these Conditions, but without prejudice to the generality of the first sentence of this Condition No. 7, the obligations of the Purchaser to pay the Purchase Price and complete the purchase shall continue notwithstanding that prior to completion, owing to fire, earthquake or any other calamity, force majeure, or act of God, destruction of or damage to the Property or any part thereof or damage to other units or portions of the building of which the Property forms part shall occur.

8. (a) The Purchaser acknowledges that he has inspected the Property and the Property is sold by the Government and purchased by the Purchaser on an "as is" basis. The Purchaser is deemed to have full knowledge of the present state and condition of the Property. The Purchaser shall not raise any objection or make any requisition relating thereto and shall purchase the Property in the physical state and condition and quality as the Property now is and subject to all defects, both patent and latent of the Property.
- (b) No warranty or representation whatsoever is given or made by the Government or is implied relating to the Property. Without prejudice to the generality of the foregoing, no warranty or representation is made by the Government or is implied in respect of:
- (i) the user or redevelopment potential of the Property or the fitness for purpose for which the Purchaser may wish to put the Property;

- (ii) the physical state and condition or the legality of the structure of the Property or of the building of which the Property forms part;
 - (iii) the physical state and condition quality or fitness of any fittings and finishes or installations and appliances installed or incorporated in the Property or of any structures or erections therein or thereto;
 - (iv) the location, area and dimension of the Property;
 - (v) the legality of any structures, alterations, additions or erections in or attached to the Property or to any common parts of the building of which the Property forms part whether such structures, alterations, additions or erections are within or outside the boundary of the lot on which the said building is erected;
 - (vi) the composition of the Property or of the building of which the Property forms part or the nature, fitness or manner of construction or installation of, in and to the Property or the building of which the Property forms part; and
 - (vii) whether the existing user of the Property is in accordance or in compliance with the Government Lease, the Deed of Mutual Covenant or the occupation permit of the Property.
- (c) Without prejudice to the generality of the first sentence of Condition No. 8(b) hereof, whilst every care has been taken in preparing the Particulars of the Property in the Tender Notice and Schedule I annexed hereto and they are believed to be accurate, they are provided for information purposes only and are not warranted or represented to be correct. The Purchaser should rely on his own inspection and verification and should satisfy himself on all matters relating to the Property.
9. (a) The Purchaser shall make his own enquiries to determine whether and to what extent, if any, the Property is may or will be affected by any plan, notice, order, demand, claim, application, action, suit or proceedings issued or brought by or before any Government or other competent authority/person(s), court or tribunal or issued or brought by or against the manager or the management committee or the incorporated owners of the building of which the Property forms part or made or brought pursuant to any ordinance including but not limited to:

- (i) any order or notice under the Buildings Ordinance, any regulations made thereunder and any amending legislation;
 - (ii) any notice under the Lands Resumption Ordinance, any regulations made thereunder and any amending legislation or the Mass Transit Railway (Land Resumption and Related Provisions) Ordinance, any regulations made thereunder and any amending legislation;
 - (iii) any notice by the manager under the Deed of Mutual Covenant or management committee or incorporated owners or other competent authority;
 - (iv) any draft or approved layout plans under the Town Planning Ordinance, any regulations made thereunder and any amending legislation;
 - (v) any demand or claim against or any action, suit or proceedings before any court or tribunal pending or threatened against the manager or the management committee or the incorporated owners of the building of which the Property forms part and whether there is any fact likely to give rise to such action, suit or proceedings; and
 - (vi) any application for an order to sell under the Land (Compulsory Sale for Redevelopment) Ordinance, any regulations made thereunder and any amending legislation.
- (b) For the avoidance of doubt, the Purchaser agrees and acknowledges that the Property is sold by the Government and purchased by the Purchaser subject to any such plan, notice, order, demand, claim, application, action, suit or proceedings mentioned in Condition No. 9(a) hereof. Without prejudice to the generality of the foregoing, the Purchaser shall bear all damages, compensation, payments or contributions payable pursuant to any notice, demand, claim, order or judgment issued or made before, on or after the Completion Date of the sale and purchase of the Property in relation to Conditions Nos. 9(a)(i), (iii) and (v) hereof and keep the Government indemnified in respect thereof.
- (c) This Condition No. 9 shall survive completion of the sale and purchase of the Property.

10. (a) Notwithstanding any other provisions in these Conditions, the Purchaser shall not raise any objection to any unauthorised or illegal structure or work (if any) on, within or appertaining to the Property and/or the building of which the Property forms part (whether such structure or work is within or outside the boundary of the lot on which the said building is erected) and shall accept the title of the Government notwithstanding such unauthorised or illegal structure or work. The Purchaser waives any right to claim against the Government for, and the Government shall have no liability whatsoever to the Purchaser or to any other person in respect of, any loss, damage or costs which the Purchaser or any other person may suffer or incur as a result of such unauthorised or illegal structure or work.
- (b) The Purchaser acknowledges that nothing in this Condition No. 10 shall be deemed to constitute any acknowledgement by the Government of the unauthorised or illegal structure or work (if any) on, within or appertaining to the Property and/or the building of which the Property forms part (whether such structure or work is within or outside the boundary of the lot on which the said building is erected) or any waiver or relinquishment of or otherwise prejudice the Government's rights remedies or claims in respect of such unauthorised or illegal structure or work.
- (c) For the purpose of this Condition No. 10, "unauthorised or illegal structure" or "unauthorised or illegal work" means any structure, alteration or work in contravention of the provisions of the Buildings Ordinance or its subsidiary legislation, any regulations made thereunder and any amending legislation and/or without the approval of the Building Authority or any other proper authority.
- (d) This Condition No. 10 shall survive completion of the sale and purchase of the Property.

11. The Property is sold according to the description thereof contained in Schedule I annexed hereto and is believed and shall be taken to be correctly described in the said Schedule I and the Government shall not be required to identify or connect the Property sold with the description thereof contained in the said Schedule I or in the muniments of title or with such property as shown for the purpose of identification only on the 5th Floor Plan and the Roof Plan annexed to the Assignment dated the 9th day of September 1986 and registered in the Land Registry by Memorial No. UB3161368 and thereon coloured Pink (hereinafter collectively referred to as “the said plans”) and if any error, mis-statement, mis-description or omission shall appear in the said Schedule I or the said plans, such error, mis-statement, mis-description or omission shall not annul the sale nor entitle the Purchaser to be discharged from his purchase, nor shall any compensation be allowed or paid by the Government in respect thereof. The Purchaser confirms and acknowledges that he has not relied on the said plans in making the purchase of the Property and that he shall not make any objection or requisition in respect of the said plans.

12. (a) The Property is sold and will be assigned subject to:

- (i) all rights of ways (if any) and other rights, privileges, easements, quasi-easements and public rights affecting the same;
- (ii) the payment of rent under the Government Lease or the rent payable in respect of the Property under any applicable ordinance, any regulations made thereunder and any amending legislation; and
- (iii) the terms and conditions herein contained and the covenants, terms and conditions contained in the Government Lease and the Deed of Mutual Covenant.

(b) The Purchaser shall in the assignment of the Property covenant for himself and his executors, administrators and assigns to observe and perform the covenants, terms and conditions contained in the Government Lease and the Deed of Mutual Covenant and to pay the due proportion of rent payable under the Government Lease or the rent apportioned in respect of the Property payable under the Government Leases Ordinance or any applicable ordinance, any regulations made thereunder and any amending legislation and to keep the Government indemnified in respect thereof.

- (c) The Government shall only covenant in the assignment of the Property by the Government to the Purchaser that the Government has not executed or done, or knowingly suffered, or been party or privy to, any deed or thing, whereby or by means whereof the Property or any part thereof, is or may be impeached, charged, affected or incumbered in title, estate or otherwise or whereby or by means whereof the Government is in any way hindered from assigning the Property or any part thereof in the manner in which it is expressed to be assigned. The Purchaser shall not raise any objection or requisition in respect of the aforesaid.
13. (a) The Property is sold with vacant possession and possession shall be given to the Purchaser on completion upon payment of the balance of the Purchase Price in the manner provided by Condition No. 4 hereof.
- (b) Notwithstanding Condition No. 13(a) above, no objection or requisition shall be raised by the Purchaser if there is rubbish or anything in the Property on completion, and the Purchaser shall at his own cost remove the same from the Property. The presence of rubbish or any other things in the Property on completion shall not annul the sale nor entitle the Purchaser to be discharged from his purchase, nor shall any compensation be allowed or paid by the Government in respect thereof.
14. Section 13(1) of the Conveyancing and Property Ordinance shall not apply hereto. The Government shall not be required to produce any proof of title to the Property and the Purchaser shall not make any objection or requisition in respect thereof. The Purchaser acknowledges that he has prior to his submission of tender taken all steps he considered necessary to investigate the Government's title to the Property. The Purchaser shall accept the Government's title to the Property.
15. Subject to Condition No. 16 hereof, the expenses of the production, inspection and examination of all deeds, documents, evidence and muniments of title whether in the possession or custody of the Government or not, and of obtaining, making and producing all office, attested, certified and other copies of or abstracts from records, registers, deeds, wills, probates, letters of administration, plans or other documents of whatsoever nature, whether in the possession or custody of the Government or not, shall be borne by the Purchaser and the Purchaser shall also bear the expenses of all searches, inquiries and disbursements made or required for the completion or verification of all or any part of the title to the Property sold to him or otherwise, and the Purchaser shall not be entitled to any covenant, undertaking, declaration or acknowledgement in any respect of any deeds not in the possession nor custody

of the Government.

16. The Government shall not be called upon nor be bound to produce or procure the production of any deeds, instruments or writings whatsoever not in the custody nor possession of the Government nor to procure attested, certified or other copies of or extracts from such other deeds, instruments or writings nor to give any information in relation thereto and the Purchaser shall not make any objection or requisition in respect thereof.

17. The Purchaser shall not make any objection or requisition on the execution of the assignment by the Government or on the grounds that any deed or instrument of title affecting the Property was executed under a Power of Attorney but shall assume without enquiry that at the time of execution of any such deed or instrument of title the donor of such power was alive and that the Power of Attorney was in full force and unrevoked, and that the donee or his substitute thereunder had full power and authority to execute any such deed or instrument of title. The Purchaser shall not call for any documents in relation to the execution of the assignment by the Government or the original Power of Attorney or certified copy thereof or make any requisition or raise any objection in respect thereof.

18. Without prejudice to any other remedy available to the Government, if the Purchaser shall fail to complete the purchase and pay the balance of the Purchase Price in accordance with these Conditions or shall fail to comply with any of these Conditions the deposit money paid by the Purchaser as an earnest shall be absolutely forfeited to the Government, who may (without being obliged to tender an assignment to the Purchaser) rescind the sale and either retain the Property or any part or parts thereof or resell the same with or without notice to the Purchaser and in such manner and subject to such conditions and stipulations as to title or otherwise as the Government may think fit. Any deficiency arising from such resale and all expenses attending the same or any attempted resale shall be made good and paid by the Purchaser, and any increase in price realised by any such resale shall belong to the Government. This Condition No. 18 shall not preclude or be deemed to preclude the Government from taking other steps or remedies to enforce the rights of the Government hereunder or otherwise. On the exercise of the right of rescission by the Government, the Government shall have the right, if these Conditions shall have been registered in the Land Registry, to register at the Land Registry an instrument to rescind the sale of the Property. This Condition No. 18 shall not prevent the Government from recovering, in addition to the deposit money forfeited, damages representing interest paid or lost by him by reason of the failure of the Purchaser.

19. Nothing contained in these Conditions shall be so construed as to prevent the Government from bringing an action and obtaining a decree for specific performance either in lieu of damages or in addition thereto in respect of such losses as the Government may have sustained by reason of the neglect or refusal of the Purchaser to complete the purchase of the Property at the time and in the manner aforesaid.

20. Every assurance and act (if any) which shall not be precluded by these Conditions and which shall be required by the Purchaser for getting in, surrendering or releasing any outstanding estate, right, title or interest, or for completing or perfecting the title of the Government or for stamping any unstamped or insufficiently stamped documents, or for any other purpose shall be prepared, made and done by and at the expense of the Purchaser requiring the same. However, the inability of the Government to comply with any such requirement by the Purchaser shall not vitiate or delay the completion of the purchase.

21. All stamp duty (whether ad valorem or otherwise) payable on all instruments in connection with the sale and purchase of the Property including the said Memorandum and the assignment and all registration fees payable shall be borne by the Purchaser solely. The Purchaser shall also be responsible for the expenses of any penalty for stamping any deed or document relating to the Property unstamped or insufficiently stamped. The Purchaser further agrees to indemnify the Government against all actions claims and demands made by the appropriate Government authority for payment of such additional stamp duty and until payment such liability of the Purchaser hereof shall despite completion hereof remain a charge on the Property vested in the Purchaser and shall be binding and enforceable against the Purchaser, his assigns or successors in title or any person claiming under or in trust of the Purchaser. For the avoidance of doubt, it is hereby expressly declared that the provisions of this Condition No. 21 shall survive completion of the sale and purchase of the Property by the assignment of the Property to the Purchaser pursuant to the terms and conditions herein contained.

22. Time shall in every respect be of the essence for all purposes under these Conditions.

23. In these Conditions, unless the context otherwise requires:

- (a) Where the context so admits or requires, words importing the masculine gender shall be deemed to include the feminine gender and neuter gender, and words in the singular shall be deemed to include the plural and vice versa.

- (b) The expression “the Purchaser” shall in the case of an individual, include the person specifically named and his executors, administrators and assigns and in the case of a company or corporation include the company or corporation specifically named and its successors and assigns, and in the case of persons holding as tenants in common include the persons specifically named and their respective executors, administrators and assigns, and in the case of persons holding as joint tenants, include the persons specifically named and the survivors or survivor of them and the executors and administrators of such survivor, his or their assigns.
- (c) If the expression “the Purchaser” comprises two or more persons, the undertakings, agreements, covenants and obligations of such persons under these Conditions are to be joint and several undertakings, agreements, covenants and obligations.

24. If there is any discrepancy between the terms of the Chinese version and the English text in these Conditions and the said Memorandum, the English text shall prevail.

25. Notwithstanding any other provisions of these Conditions and the said Memorandum including any provision which purports to confer a benefit on a person who is not a party to these Conditions and the said Memorandum, these Conditions and the said Memorandum are not intended to and do not give any person who is not a party to these Conditions and the said Memorandum any right to enforce any provisions of these Conditions and the said Memorandum under the Contracts (Rights of Third Parties) Ordinance, and a person who is not a party to these Conditions and the said Memorandum shall not have any right under the Contracts (Rights of Third Parties) Ordinance to enforce any provisions of these Conditions and the said Memorandum.

SCHEDULE I

Particulars of the Property

ALL THAT one equal undivided 8th part or share of and in ALL THAT piece or parcel of ground registered in the Land Registry as INLAND LOT NO. 4104 and of and in the messuages erections and buildings thereon now known as No. 15 Ko Shing Street, Hong Kong (hereinafter referred to as “the said Building”) TOGETHER with the exclusive right and privilege to hold use occupy and enjoy ALL THAT the whole of 5th Floor (including the Roof immediately above the said 5th Floor) of the said Building which the said 5th Floor and the said Roof are shown for the purpose of identification only on the 5th Floor Plan and the Roof Plan annexed to the Assignment dated the 9th day of September 1986 and registered in the Land Registry by Memorial No. UB3161368 and thereon coloured Pink.

SCHEDULE II

The Property is held under the Government Lease of Inland Lot No. 4104 for a term of 999 years commencing from the 29th day of September 1900.

SCHEDULE III

The Property is sold subject to and with the benefit of a Deed of Mutual Covenant dated the 9th day of September 1986 and registered in the Land Registry by Memorial No. UB3162127.

MEMORANDUM OF AGREEMENT

BETWEEN _____ Of _____

(hereinafter 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 (hereinafter referred to as “the Government”) care of Estate Management Section, Lands Department, 22/F, North Point Government Offices, 333 Java Road, North Point, Hong Kong of the other part Whereby It Is Agreed that the Purchaser’s tender for the Property described in Schedule I to the foregoing Conditions of Sale namely : -

ALL THAT one equal undivided 8th part or share of and in ALL THAT piece or parcel of ground registered in the Land Registry as INLAND LOT NO. 4104 and of and in the messuages erections and buildings thereon now known as No. 15 Ko Shing Street, Hong Kong (hereinafter referred to as “the said Building”) TOGETHER with the exclusive right and privilege to hold use occupy and enjoy ALL THAT the whole of 5th Floor (including the Roof immediately above the said 5th Floor) of the said Building (hereinafter referred to as “the Property”) having been accepted at the Purchase Price of HK\$ and the Purchaser having paid the sum specified in his tender as a deposit and in part payment of the Purchase Price (the receipt of which is hereby acknowledged) the Purchaser shall pay the balance of the said Purchase Price and complete the purchase of the Property upon and subject to the foregoing Conditions of Sale and perform and abide by the said Conditions and that the Government and the Purchaser declare as follows:

- (a) the Property is a residential property within the meaning of section 29A(1) of the Stamp Duty Ordinance;
- (b) this Memorandum of Agreement was preceded by an agreement for sale made on.....;
- (c) the agreed date for the conveyance on sale pursuant to the agreement for sale is.....;
- (d) the agreed consideration for the conveyance on sale that is to, or may, take place pursuant to the agreement for sale is HK\$.....;

- (e) there is no other consideration which the Government and the Purchaser know has been paid or given or has been agreed to be paid or given to any person for or in connection with the agreement for sale or any conveyance on sale pursuant to that agreement (excluding legal expenses); and

- (f) the transaction hereby agreed to or effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds HK\$.....

Dated this day of 2024.

Witness to the signature/execution by
the Purchaser:

Signature of the Purchaser / Execution by the
Purchaser in the case of a limited company:

.....
Name :

Address :

Witness to the signature of
Chief Estate Surveyor/Estate
Management:

.....
For and on behalf of the
Chief Executive of the Hong Kong
Special Administrative Region

.....
Lands Department

.....
Chief Estate Surveyor/Estate Management

Dated

2024.

AGREEMENT

AND

CONDITIONS OF SALE

by Public Tender

Of

ALL THAT one equal undivided 8th part or share of and in ALL THAT piece or parcel of ground registered in the Land Registry as INLAND LOT NO. 4104 and of and in the messuages erections and buildings thereon now known as No. 15 Ko Shing Street, Hong Kong (hereinafter referred to as “the said Building”) TOGETHER with the exclusive right and privilege to hold use occupy and enjoy ALL THAT the whole of 5th Floor (including the Roof immediately above the said 5th Floor) of the said Building

Purchaser : -

Lands Department
Hong Kong