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本署檔號 Our Ref: ( ) in LAO/VAL-VPA-336-003-019-P001  
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地政總署  
估價組  
VALUATION SECTION

我們矢志努力不懈，提供盡善盡美的土地行政服務。  
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333 JAVA ROAD, NORTH POINT, HONG KONG

網址 Website : www.landsd.gov.hk

來函請註明本署檔號  
Please quote our reference in your reply

**By Registered Services**  
25 November 2025

SURVEYOR

Dear Sirs,

**Invitation for Expression of Interest  
for taking up an Appointment as a Co-arbitrator in an Arbitral  
Tribunal to be formed for determining the Land Premium**

The Government wishes to engage a surveyor to serve as a co-arbitrator (“Co-arbitrator”) in an Arbitral Tribunal (“the Tribunal”) to be formed for determining the amount of land premium for a proposed land transaction.

2. The scope of Co-arbitrator’s services, the scope of arbitration and a summary on key features of the arbitration agreement are outlined in the Information Note at **Annex I** hereto.

3. Interested parties who fulfil the requirements as set out in paragraph 4 below could submit an Expression of Interest (“EOI”) by completing the Pro Forma at **Annex II** hereto and submitting it to the Lands Department in a sealed envelope addressed to the Chief Estate Surveyor/Valuation, Lands Department and clearly marked on the envelope “**Expression of Interest for Provision of Co-arbitrator’s Services**” and **placed it in the Collection Box for “Expression of Interest for Provision of Co-arbitrator’s Services”** in Rooms 2129-2130 on the 21<sup>st</sup> Floor, Supplies Section of Lands Department, North Point Government Offices, 333 Java Road, North Point, Hong Kong during normal office hours (9:00 a.m. to 5:30 p.m. on weekdays (excluding Saturdays, Sundays and Public Holidays)) **before 10:00 a.m. on 8 December 2025** (“the EOI Closing Date”). In case a black rainstorm warning

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signal or typhoon signal No. 8 or above or an announcement on “extreme conditions” caused by super typhoon is issued by the Government of the Hong Kong Special Administrative Region (“the Government”) at any time between 9:00 a.m. and 10:00 a.m. on the EOI Closing Date, the EOI closing time will be extended to 10:00 a.m. on the following working day on which no black rainstorm warning signal or typhoon 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 9:00 a.m. and 10:00 a.m. Any EOI submitted which is not in conformity with the formalities and time limit as set out in this paragraph will not be considered.

4. (i) Subject to sub-paragraph (ii) below, interested parties must meet all of the following requirements in order to be qualified for evaluation. He/She :

(a) must be a Registered Professional Surveyor under the Surveyors Registration Ordinance (Cap. 417) (“the SRO”);

(b) has been qualified for a minimum of 7 years as a member of a professional body of surveyors, the membership of which is accepted for the purpose of registration under the SRO; and

(c) has at least 10 years of experience in land matters and professional valuation.

(ii) Any interested parties who fulfil the requirements in sub-paragraphs (i)(b) and (i)(c) above, but not the requirement in sub-paragraph (i)(a) above, may still be considered, provided that the 10 years of experience mentioned in sub-paragraph (i)(c) above comprises substantial experience in land matters and professional valuation in Hong Kong.

5. The Government may at his sole and absolute discretion determine whether or not to proceed with any procurement whatsoever in relation hereof after this invitation for EOI is conducted.

6. Please note that documents submitted by unsuccessful interested parties may be destroyed 120 days after the EOI Closing Date. Unless otherwise expressly provided in the Information Note, under no circumstances shall the Government be obliged to disclose details of any submission received to any interested party and such interested party accepts that he/she shall not be entitled to claim any costs, expenses, compensation or damages whatsoever from the Government in this connection.

7. Interested party shall bear all costs in preparing and submitting their submission, including, but not limited to, the provision of any information or documents in support of their submission. No claim for any costs incurred by the interested party shall be made against the Government, whether or not their submission is considered or if this EOI is cancelled.

8. The invitation for EOI documents shall be used solely for the purpose of preparing the submission and the interested party shall not use the documents for any other purpose. Save as aforesaid, all other rights in these documents are reserved by the Government.

9. For enquiry, please contact the undersigned at 2231 3360.

Yours faithfully,

(Signed)

( Candice CHAN )  
for Director of Lands

Encls.

c.c.

SSuppO (Supplies Section/HQs) (w/o encl.)

**Information Note**

**(A) Scope of Co-arbitrator's Services**

The scope of Co-arbitrator's services to be provided by the surveyor is to perform as a Co-Arbitrator of the Tribunal to be formed pursuant to the arbitration agreement ("the Arbitration Agreement") to be executed by the Government and the applicant ("the Parties") (to be provided only upon appointment of the Co-arbitrator) for determining the amount of land premium for a proposed land transaction. Given that the Arbitration Agreement will not be provided to the interested party until the interested party is appointed as the Co-arbitrator, a summary on key features of the Arbitration Agreement is provided in (C) below. Attention is drawn to the fact that the jurisdiction of the Tribunal shall be strictly limited to determination of the issues set out in the List of Disputes specified in the Arbitration Agreement.

**(B) Scope of Arbitration**

The subject to be arbitrated is confined to the determination of the amount of land premium only. Fundamental issues with policy and sector-wide ramifications will not be accepted for arbitration on land premium, such as where the applicant of the proposed transaction does not accept a land premium offer by virtue of their disagreement with the Government on other matters such as lease interpretation (for example, how the "industrial" use permitted under the lease should be interpreted) and/or Government policies (for example, the land premium payable is the difference between the respective values "before" and "after" the lease modification, and/or compensation offered and paid by the applicant of the proposed transaction for affected residents cannot be premium-deductible).

**(C) Summary of Key Features of the Arbitration Agreement**

- (I) Please note that the arbitral proceedings are governed by the Arbitration Agreement. The Arbitration Agreement will not be provided to the interested party unless and until the interested party is appointed as the Co-arbitrator. A summary of key features of the Arbitration Agreement is provided below. Special attention is drawn to clauses in relation to the agreed initial procedures of the arbitral proceedings, the time for issuing the final award and the signing of a declaration prior to the issue of the award and the confidentiality of the arbitral proceedings below :

**1. Submission to Arbitration and Scope of Jurisdiction**

The jurisdiction of the Tribunal shall be strictly limited to the determination of the issues set out in the List of Disputes specified in the Arbitration Agreement ("the List of Disputes").

## **2. Law and Rules Governing Determination of the Issues Set Out in the List of Disputes**

- (i) The Tribunal shall determine the issues set out in the List of Disputes exclusively in accordance with:
  - (a) the Agreed Fact Sheet in the Arbitration Agreement;
  - (b) the evidence submitted by the Parties; and
  - (c) the laws and regulations of the Hong Kong Special Administrative Region.
- (ii) The Valuation Date for land premium shall be the date on which the Tribunal was first constituted or such other date as provided for in the Arbitration Agreement.

## **3. Procedural Law and Procedural Rules**

The arbitration shall be conducted subject to and in accordance with:

- (i) the Hong Kong Arbitration Ordinance (Cap. 609) (“the Ordinance”), including sections 4 and 7 of Schedule 2, which are applied pursuant to section 99(d) of the Ordinance;
- (ii) the Domestic Arbitration Rules of the Hong Kong International Arbitration Centre (2014)(“the HKIAC Rules”) as modified and set out in the Arbitration Agreement;
- (iii) the IBA Guidelines on Conflicts of Interest in International Arbitration (2024).

## **4. Constitution of the Tribunal**

- (i) The Tribunal shall consist of 3 arbitrators (all of whom shall have equal voting rights).
- (ii) Each party shall nominate one arbitrator (“Co-Arbitrator”), who shall be appointed upon the agreement of the other party whose agreement should not be unreasonably withheld. Each such appointment shall be made within 28 days from the date of the Arbitration Agreement.
- (iii) The Chairman of the Tribunal shall be appointed by agreement of the Parties, within 28 days from the date of the Arbitration Agreement.
- (iv) If there is any failure to appoint a Co-Arbitrator or Chairman within the specified time periods, the appointment shall be made by the Hong Kong International Arbitration Centre (“HKIAC”), pursuant to section 24 of the Ordinance, upon the written request of either party.

## **5. Qualifications of Arbitrators**

- (i) Each Co-Arbitrator shall:
  - (a) be a Registered Professional Surveyor under the Surveyors Registration Ordinance (Cap. 417) (“the SRO”); and

- (b) have been qualified for a minimum of seven years as a member of a professional body of surveyors, the membership of which is accepted for the purpose of registration under the SRO; and
  - (c) have at least 10 years of experience in land matters and professional valuation.
- (ii) Candidates who fulfil the requirements of (b) and (c) above, but not (a) above, may still be appointed, provided that the 10 years of experience comprises substantial experience in land matters and professional valuation in Hong Kong.
- (iii) The Chairman shall be a qualified lawyer with at least 10 years post-qualification experience, or a retired judge.

## **6. Declarations by Arbitrators**

On appointment, each Co-Arbitrator and the Chairman shall complete, sign and circulate to all parties a Declaration in the form attached to the Arbitration Agreement (a sample at **the Appendix** hereto) and shall immediately disclose any changes or updates to the Declaration throughout the arbitral proceedings.

## **7. Agreed Initial Procedures**

- (i) Unless the Tribunal determines otherwise, a “documents-only” procedure shall be adopted, and there shall be no oral hearing, and neither party shall have any right to require such.
- (ii) Unless the Tribunal implements a different timeframe, within 6 weeks from the Tribunal’s first constitution, each party shall simultaneously exchange and serve on the Tribunal (a) full written submissions on all issues set out in the List of Disputes, including each party’s own assessment of the applicable land premium (“Written Submissions”), and (b) the evidence relied on by each party including, but not limited to the documents referred to in the Written Submissions (“Valuation Evidence”). For the avoidance of doubt, the Parties may (but are not obliged to) serve, as part of the Valuation Evidence, signed witness statements as to fact, valuation report and/or expert’s report of other disciplines if such evidence is necessary for the fair and effective disposal of the issues set out in the List of Disputes.
- (iii) Unless the Tribunal implements a different timeframe, within 2 weeks after service of the Written Submissions and the Valuation Evidence, each party may exchange and serve on the Tribunal reply submissions on each other’s Written Submissions and Valuation Evidence.
- (iv) The Tribunal may direct any party to provide further submissions, evidence or information as it considers necessary.

## **8. The Award**

- (i) The Tribunal shall issue its final award within 12 weeks from the date the Tribunal was first constituted.
- (ii) The Tribunal may extend the time limit for a further period of up to 4 weeks, provided that:
  - (a) the time limit has not yet expired; and
  - (b) there are exceptional circumstances justifying the extension of time.
- (iii) All decisions of the Tribunal shall be made by a majority vote.

## **9. Costs of the Arbitration**

Each party shall bear its own legal and other costs and the costs of the arbitral proceedings shall be borne by the Parties in equal shares, unless, in its discretion, the Tribunal considers a different allocation appropriate.

## **10. Confidentiality**

- (i) Save as provided in section 18 of the Ordinance, the arbitral proceedings are private and confidential between the Parties and the Tribunal, and no information relating to the arbitration shall be published or disclosed by any person.
- (ii) The amount of land premium charged shall be disclosed through the usual registration of the land transaction document in the Land Registry under the Land Registration Ordinance (Cap. 128).
- (iii) The Government reserves the right, in its absolute discretion, to disclose information to the general public about the concluded cases that have been referred to arbitration pursuant to the Pilot Scheme for Arbitration on Land Premium, including but not limited to the location of the lot and lot number, the composition of the Tribunal appointed, the actual time taken for the arbitration process and the amount of premium payable for each concluded case.
- (iv) The Government reserves the right, in its absolute discretion, to disclose the Declarations completed by each arbitrator pursuant to paragraph 6 above.

## **11. Prevention of Bribery Ordinance**

For the avoidance of doubt, every arbitrator appointed by the Parties shall be deemed an “agent” for the purposes of section 9 of the Prevention of Bribery Ordinance (Cap. 201), and hence subject to sanctions under the said Ordinance should they breach the provisions thereof.

- (II) In addition, according to the Arbitration Agreement, on appointment, the Co-arbitrator shall complete and sign a Declaration (a sample form at **the Appendix** hereto); (b) the original of such Declaration to the Government; and (c) provide a copy to the party or Parties other than the Government. Throughout the arbitral proceedings, the Co-arbitrator shall immediately give written notification to all parties in respect of any changes or updates to the relevant Declaration that he or she has signed.



**Sample - Declarations to be completed**  
**By each arbitrator as a condition of appointment**

**1. Independence & Impartiality**

Pursuant to:

- s.25 of the Hong Kong Arbitration Ordinance (Cap. 609);
- Article 3 of the HKIAC Rules; and
- the IBA Guidelines on Conflicts of Interest in International Arbitration (2024):

*(A) No circumstances to disclose*

I am impartial and independent of each of the Parties and intend to remain so. To the best of my knowledge, there are no circumstances, past or present, likely to give rise to justifiable doubts as to my impartiality or independence. I shall promptly notify the Parties and the other arbitrators of any such circumstances that may subsequently come to my attention during this arbitration.

OR

*(B) Circumstances to disclose*

I am impartial and independent of each of the Parties and intend to remain so. Attached is a statement of (a) my past and present professional, business and other relationships with the Parties and (b) any other relevant circumstances.

*[Include statement.]*

I confirm that those circumstances do not affect my independence and impartiality. I shall promptly notify the Parties and the other arbitrators of any such further relationships or circumstances that may subsequently come to my attention during this arbitration.

**2. Prevention of Bribery Ordinance**

I confirm that I have not solicited or accepted, and hereby undertake not to solicit or accept, any advantage as defined under the Prevention of Bribery Ordinance (Cap. 201) in connection with this arbitration.

I further confirm that I am to be deemed an “agent” for the purposes of section 9 of the said Ordinance, and hence subject to sanctions thereunder in the event of any breach.

### **3. No-Collusion**

I confirm that:

(a) I shall not have any unilateral discussion, or discussion outside of the arbitral proceedings, with any party (including, without limitation, any party's affiliate, subsidiary, parent company, agent, representative or any other person or entity acting on its behalf) in relation to this case, and that if any such discussion is at any stage initiated by any party, I shall immediately report this to the other members of the Tribunal and the other party.

(b) Upon arriving at a determination of the amount of land premium payable, I shall make a written and signed declaration that, in regard to this determination, I have not colluded, and will not collude, with any party, or related person or entity, in any manner whatsoever.

### **4. Availability to Act**

I confirm, on the basis of the information presently available to me, that I can devote the time necessary to conduct this arbitration diligently, efficiently and in accordance with all time limits specified.

### **5. Arbitration Agreement**

I hereby agree to be bound as a party to the Arbitration Agreement between the Parties dated [ ], and subject (inter alia) to all provisions therein as to the conduct of the proceedings.

### **6. Disclosure of this Declaration**

I hereby agree that this Declaration may be made public by the Government, in its absolute discretion.

\*\*\*\*\*

**Pro Forma****Invitation for Expression of Interest  
for taking up an appointment as a Co-arbitrator in an Arbitral Tribunal to be formed  
for determining the Land Premium**

(Please use a separate paper if the space provided below is insufficient)  
(The information provided in this Pro Forma will be used in the evaluation)

**Important Note:**

**Your submission will not be considered if you fail to provide all information as required or if the information provided by you is not clear or incomplete.**

**Part 1 – Personal Particulars**

<b>Personal Information</b>	
Name	<div style="border-bottom: 1px solid black; display: flex; justify-content: space-between; padding: 0 10px;"><div>(English Surname)</div><div>(English Other Name)</div><div>(中文全名) (if applicable)</div></div>
Correspondence address	<div style="border-bottom: 1px solid black; height: 1.2em;"></div> <div style="border-bottom: 1px solid black; height: 1.2em;"></div> <div style="border-bottom: 1px solid black; height: 1.2em;"></div>
Contact telephone number	<div style="border-bottom: 1px solid black; height: 1.2em;"></div>
Email address	<div style="border-bottom: 1px solid black; height: 1.2em;"></div>
Fax number (if any)	<div style="border-bottom: 1px solid black; height: 1.2em;"></div>
<b>Current Employer (please provide information below, if applicable)</b>	
Name of Employer	<div style="border-bottom: 1px solid black; height: 1.2em;"></div>
Latest Position held	<div style="border-bottom: 1px solid black; height: 1.2em;"></div>
Office address	<div style="border-bottom: 1px solid black; height: 1.2em;"></div> <div style="border-bottom: 1px solid black; height: 1.2em;"></div> <div style="border-bottom: 1px solid black; height: 1.2em;"></div>
Office telephone number	<div style="border-bottom: 1px solid black; height: 1.2em;"></div>
Office email address	<div style="border-bottom: 1px solid black; height: 1.2em;"></div>
Office fax number (if any)	<div style="border-bottom: 1px solid black; height: 1.2em;"></div>

## **Part 2 – Qualification Requirements for the Co-arbitrator’s Services**

Please tick the box below to confirm your compliance:

- ☐ I :
- (a) am a Registered Professional Surveyor under the Surveyors Registration Ordinance (Cap. 417) (“the SRO”); and
  - (b) have been qualified for a minimum of seven years as a member of a professional body of surveyors, the membership of which is accepted for the purpose of registration under the SRO; and
  - (c) have at least 10 years of experience in land matters and professional valuation.
- OR
- ☐ I fulfil the requirements of (b) and (c) above but not requirement of (a) above, and I have at least 10 years of experience which comprises substantial experience in land matters and professional valuation in Hong Kong.

## **Part 3 – Professional Qualifications**

### **Professional Qualifications in chronological order**

Name of Professional Body (See Note)	Division of Professional Qualification (where applicable)	Date of Election (DD/MM/YYYY)	Membership Number	Current Grade of Membership
Registered Professional Surveyor				
The Hong Kong Institute of Surveyors				

Note: The membership is accepted for the purpose of registration under the Surveyors Registration Ordinance (Cap. 417).

**Part 4 – Post-qualification Experience in Land Matters and Professional Valuation**

**(A) Length of Post-qualification Experience in Land Matters and Professional Valuation (including inside and outside Hong Kong):**

\_\_\_\_\_ years (no. of full years counted up to the EOI Closing Date)

**(B) Length of Post-qualification Experience in Land Matters and Professional Valuation in Hong Kong only :**

\_\_\_\_\_ years (no. of full years counted up to the EOI Closing Date)

**(C) Post-qualification Experience in Handling Land Transactions Involving Premium Assessment of Land and/Buildings in the Past 10 Years**

No.	Instructing Party with Contact Person and Telephone number	Project Location [please provide lot number(s) (if any) and address]	Brief Description/Nature of the Project	Submission Date of Valuation Report Carried out by You to Instructing Party	Date of Attending Lands Department's Valuation Committee/ Valuation Conference (if any)
1					
2					
3					
4					
5					
6					
7					
8					

9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

**(D) Post-qualification Experience in Handling Lands Tribunal (“LT”) Case Involving Valuation of Land and Buildings in the Past 10 Years**

No.	Instructing Party with Contact Person and Telephone number	LT Application No.	Project Location [please provide lot number(s) (if any) and address]	Brief Description/Nature of the Project	Date of Submission of Rule 20 Report Carried out by You	Submission involving Valuation of Land and/or Building (Yes/No)
1						
2						
3						
4						
5						

**(E) Post-qualification Experience in Performing as Co-arbitrator for Arbitration on Land Premium**

	Date of Arbitration Award	Brief Description of the Address	Nature of Issue(s)
1			
2			
3			

## **Part 6 – Proposed Fee**

Fee to be charged for providing the Co-arbitrator's services as referred to in the Scope of Co-arbitrator's Services on **an hourly rate basis** <sup>Note 1 & 2</sup> :

HONG KONG DOLLARS \_\_\_\_\_ PER HOUR (HK\$ \_\_\_\_\_ per hour)

Note :

1. There will not be any minimum charge for such services.
2. The total amount of fee as calculated by multiplying the hourly rate as quoted in this Part and the number of hours as claimed by you and agreed by the parties ("the Total Fee") is "all-inclusive" and for avoidance of doubt it is provided that nothing in addition to the Total Fee is payable by the Government.

## **Part 6 - Personal Information & Signature**

### **Personal Information Collection Statement**

1. The personal data provided by means of this form or by other means in connection with this EOI and any further information received thereafter will be used by the Government for the purpose of considering and processing the above EOI. The personal information provided herein will also be used to compile general statistics.
2. The provision of any information, including personal data, by means of this form and any further information in connection with this EOI is voluntary, if you do not provide sufficient information and/or documents, the Government may not be able to process your EOI.
3. Any information, including personal data, you provided by means of this form and any further information provided by you received thereafter in connection with this EOI may be disclosed to the Government bureau/departments (including Department of Justice and Development Bureau), the Land Registry and statutory bodies (including Legislative Council) or agents of them for the purposes mentioned in paragraph 1 of this statement and any other required matter, to the media and members of the general public in response to their enquiries, and to any other person if it is authorised or required by law to do so.
4. The Government has the discretion to provide the public with the information in connection with your EOI, including but not limited to the information provided by you in the EOI such as the name of the interested party if it considers that disclosure of the information is desirable in answering enquiries from statutory bodies (including Legislative Council), to the media and members of the general public.
5. You have the right to request access to and correction of your personal data under Sections 18 and 22 and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Cap. 486). Your right of access includes the right to obtain a copy of the personal data provided by this form. Enquiries concerning the personal data collected by means of this form, including the making of a request for access and correction, should be addressed to:

Departmental Secretary,  
Departmental Personal Data Controlling Officer,  
Lands Department,  
21/F., North Point Government Offices,  
333 Java Road,  
Hong Kong.



Tel. No.: 2231 3288  
Fax No.: 2116 0772

Please tick the box below to confirm your acknowledgement:

☐ I have read and understand the above Personal Information Collection Statement.

**Part 8 – Declaration**

Please tick the box below to confirm your compliance:

☐ All the above information provided in this form is true and correct.

**SIGNED BY:**

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Signature

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Date