

Disclaimer: Pursuant to paragraph 23 of the Tender Notice, the Government will only answer questions of a general nature concerning Hung Shui Kiu Town Lot No. 18 (“HSKTL 18”), Hung Shui Kiu Town Lot No. 19 (“HSKTL 19”), Hung Shui Kiu Town Lot No. 20 (“HSKTL 20”), Hung Shui Kiu Town Lot No. 21 (“HSKTL 21”), Hung Shui Kiu Town Lot No. 23 (“HSKTL 23”) and Hung Shui Kiu Town Lot No. 24 (“HSKTL 24”) (collectively “the Lots”) and the tender exercise and will not provide legal or other advice in respect of the Conditions of Sale or any other documents referred to in the Tender Notice (including its annexes) or any statutory provisions relating to the Lots. Prior to submitting any tender for the Lots, prospective purchasers of the Lots may seek independent professional advice on issues concerning the Lots.

Q1:

It is noted that tender documents of the Lots stated that for more than one Purchaser of the Lots, each Purchaser will be jointly and severally liable for payments (including the deposit and the balance of the premium) (the “Payments”) in relation to the purchase of the Lots; and the Purchaser(s) of HSKTL 19, HSKTL 23 and HSKTL 24 are required to enter into Service Deed(s) and provide the relevant Performance Guarantee and Bank Bond accordingly. It is further noted that paragraph 3(a)(III) of the Form of Tender (Non-Premium Submission/Premium Submission) provides options for the execution of the Memorandums of Agreement for each specific Lot by different Purchasers individually.

Assuming there are more than one independent Purchasers submitting the Form of Tender for the Lots collectively and different independent Purchaser(s) have completed their details against each lot in paragraph 3(a)(III) of the Form of Tender, if the Purchaser(s) do not elect to pay the balance of the premium in stages as per paragraph 13(c) of the Tender Notice, and the Payments are fully settled in accordance with paragraph 13(b) of the Tender Notice, would it be intended that: -

(a) the Purchaser(s) of HSKTL 18, HSKTL 20 and HSKTL 21 to be subject to the Conditions of Sale for each respective lot only, and the compliance of the terms and conditions therein is not conditional or dependent upon the compliance of any terms and conditions under the purchase documents for HSKTL 19, HSKTL 23 and HSKTL 24, including the respective Conditions of Sale, Performance Guarantee

and Bank Bond; and

(b) the liabilities, obligations, guarantees and required arrangements (if applicable) under the purchase documents for the Purchaser(s) of each lot to be specific to that relevant lot and separate from other lots and not inter-conditional, and in particular, the liabilities, obligations, guarantees and required arrangements (if applicable) of the Purchaser(s) of HSKTL 18, HSKTL 20 and HSKTL 21 are separate from those of the Purchaser(s) of HSKTL 19, HSKTL 23 and HSKTL 24 (who are additionally required to enter into Service Deed(s) and provide the Performance Guarantee and Bank Bond)?

A1:

Without prejudice to the position stated in the Disclaimer, for the Purchaser(s) of the Lots paying the balance of the premium for the Lots in the manner and within the time limit specified in paragraph 13(b) of the Tender Notice, please refer to the respective Conditions of Sale (and where applicable, also the Service Deed(s), the Performance Guarantee(s) and the Bank Bond(s)) for the Lots, including but not limited to General Condition No.11 of the Conditions of Sale, for information.

Q2:

Grateful if the Government could clarify the general implications of the three options for signing and executing the Memorandums of Agreement under paragraph 3(a) of the Form of Tender (Non-Premium Submission/ Premium Submission).

In particular, assuming that a tenderer acts solely as an agent for and on behalf of one or more principal(s), who are ultimately the Purchaser(s), and the tenderer does not itself sign or execute any purchase documents (such as the Memorandum of Agreement) for any lot, please clarify whether it would be intended for the tenderer to nonetheless assume any obligations or liabilities under the relevant purchase documents, or whether such obligations and liabilities would rest solely with the relevant principal(s)?

A2:

Please note that the Government will only answer questions of a general nature

concerning the Lots and the tender exercise. If prospective tenderers or purchasers have any question regarding the obligations or liabilities of a tenderer submitting a tender in its own capacity or solely as an agent for one or more principal(s), they are advised to seek independent professional advice prior to submitting any tender for the Lots.

Q3:

(a) Please clarify whether the government will assume responsibility for providing the external access construction roads, and, if so, what the anticipated timeline for their provision will be.

(b) In addition, for each individual land parcel, kindly advise on the expected completion dates of the surrounding roads and specify the locations where the underground utilities, including fresh water, sewage, electricity, gas, and telecommunications, will be connected to the public networks.

(c) Whether the government could provide the geotechnical investigation reports and soil contamination assessments for each land parcel (if any).

A3:

(a) and (b) Apart from paragraphs 2(c) and 5 of the Information Statement, please refer to the respective Conditions of Sale governing the Lots, including but not limited to:

(i) General Condition No. 5 and Special Conditions Nos. (3), (4), (25) and (42) of the Conditions of Sale governing HSKTL18 and the Technical Schedule annexed to the said Conditions of Sale;

(ii) General Condition No. 5 and Special Conditions Nos. (3), (15) and (29) of the respective Conditions of Sale governing HSKTL19 and HSKTL 24;

(iii) General Condition No. 5 and Special Conditions Nos. (3), (4), (23) and (40) of the Conditions of Sale governing HSKTL 20 and the Technical Schedule annexed to the said Conditions

of Sale;

(iv) General Condition No. 5 and Special Conditions Nos. (3), (4), (5), (22) and (39) of the Conditions of Sale governing HSKTL 21 and the Technical Schedules annexed to the said Conditions of Sale; and

(v) General Condition No. 5 and Special Conditions Nos. (3), (4), (17) and (31) of the Conditions of Sale governing HSKTL 23 and the Technical Schedule annexed to the said Conditions of Sale,

as well as other relevant parts of the tender document for information.

Prospective purchasers of the Lots are advised to obtain their own appropriate expert advice prior to submitting any tender for the Lots.

(c) While prospective purchasers of the Lots may wish to visit the Geotechnical Information Unit of the Civil Engineering and Development Department, which houses ground investigation reports and laboratory testing reports from other projects for public inspection (www.cedd.gov.hk/eng/our-major-services/geotechnical/library/index.html), apart from paragraph 5 of the Information Statement, please refer to the respective Conditions of Sale governing the Lots, including but not limited to:

(i) General Condition No. 5, Special Conditions Nos. (4) and (44) of the Conditions of Sale governing HSKTL 18 and the Technical Schedule annexed to the said Conditions of Sale;

(ii) General Condition No. 5 and Special Condition No. (31) of the respective Conditions of Sale governing HSKTL 19 and HSKTL 24;

(iii) General Condition No. 5, Special Conditions Nos. (4) and (42) of the Conditions of Sale governing HSKTL 20 and the Technical

Schedule annexed to the said Conditions of Sale;

- (iv) General Condition No. 5, Special Conditions Nos. (4), (5) and (41) of the Conditions of Sale governing HSKTL 21 and the Technical Schedules annexed to the said Conditions of Sale; and
- (v) General Condition No. 5, Special Conditions Nos. (4) and (33) of the Conditions of Sale governing HSKTL 23 and the Technical Schedule annexed to the said Conditions of Sale,

as well as other relevant parts of the tender document for information.

Prospective purchasers of the Lots are advised to obtain their own appropriate expert advice prior to submitting any tender for the Lots.