

Explanatory Statement

**Hung Shui Kiu Town Lot No. 18,
Hung Shui Kiu Town Lot No. 19,
Hung Shui Kiu Town Lot No. 20,
Hung Shui Kiu Town Lot No. 21,
Hung Shui Kiu Town Lot No. 23,
and Hung Shui Kiu Town Lot No. 24**

This Explanatory Statement is issued for information only and is not intended to have any legal effect. The purpose of this Explanatory Statement is to facilitate tenderers in preparing tenders for Hung Shui Kiu Town Lot No. 18, Hung Shui Kiu Town Lot No. 19, Hung Shui Kiu Town Lot No. 20, Hung Shui Kiu Town Lot No. 21, Hung Shui Kiu Town Lot No. 23 and Hung Shui Kiu Town Lot No. 24 in Hung Shui Kiu/Ha Tsuen (HSK/HT) New Development Area (NDA), New Territories (hereinafter collectively referred to as “the HSK pilot area”). It shall not form part of the Tender Notice, the Form of Tender (Non-Premium Submission), the Form of Tender (Premium Submission) and the Conditions of Sale for each lot of the HSK pilot area, nor shall it be taken into consideration in the interpretation and construction thereof.

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

Hung Shui Kiu / Ha Tsuen New Development Area

3. Situated in the “High-end Professional Services and Logistics Hub” in the Northern Metropolis (NM), the HSK/HT NDA is in close proximity to Nanshan District and Qianhai Cooperation Zone in Shenzhen. Coupled with the “East in East out, West in West out” strategy for cross-boundary freight traffic, HSK/HT NDA is well placed to develop high-end professional services (such as fintech, wealth management, legal services, etc.) and cross-boundary modern logistics, among other industries.

4. The HSK/HT NDA is well-connected by existing/future roads and railways. The existing Kong Sham Western Highway in the west of the HSK/HT NDA connects with Shenzhen Bay Port via the Shenzhen Bay Bridge. The Castle Peak Road and the Light Rail in the southeast connect the HSK/HT NDA with regions nearby and other parts of Hong Kong. Looking forward, the Hung Shui Kiu Station on Tuen Ma Line is anticipated to complete in 2030, and the planned Hong Kong-Shenzhen Western Rail Link (Hung Shui Kiu-Qianhai) is targeted for commissioning in 2035, making the HSK/HT NDA the convergence point of local and cross-boundary transport. The private housing sites of the HSK pilot area will be within 500 metres of the Hung Shui Kiu Station. The Government is also taking forward the Smart and Green Mass Transit System in HSK/HT NDA, of which the Phase 1 road works is targeted for completion by 2031.

5. The works for the First Phase development of the HSK/HT NDA¹ commenced in 2020. The first public housing development (i.e. Hong Kong Housing Society's Dedicated Rehousing Estate "Casa Eminence") had been completed and population intake commenced gradually from 2024. The works for the Second Phase development of the HSK/HT NDA commenced in June 2024 for completion in phases from 2030 to 2032. At the same time, the Government is taking forward the Northern Metropolis University Town (NMUT) in HSK/HT NDA, the Ngau Tam Mei NDA and the New Territories North New Town in the NM. Formed sites for the NMUT in HSK/HT NDA, the first of the three batches across the NM and in close proximity to the HSK pilot area, will be available in 2026 at the earliest.

Large-scale Land Disposal Arrangement

6. The Chief Executive announced in the 2024 Policy Address to adopt, on a pilot basis, a large-scale land disposal approach to expedite development of the NM. The successful tenderer will comprehensively develop sizable land parcels including residential and industry sites with commercial value, as well as public facilities sites. This aims to better leverage market forces to expedite the development of the NM while reducing the Government's financial outlay.

7. Under an expression of interest (EOI) exercise conducted from late December 2024 to late March 2025, the Government proposed three pilot areas of large-scale land disposal, which are located in HSK/HT NDA, Fanling North NDA and San Tin Technopole respectively. 22 submissions were received under the EOI. Taking into account the market views received, the Government has formulated the arrangements and requirements for the HSK pilot area, as follows.

Industry-driven Tendering Arrangements

(i) Sites included under HSK pilot area

8. Three private residential sites and three industry sites (namely three Enterprise and Technology Park (E&TP) sites) are included under the HSK pilot area, alongside with some site formation works and public facilities to be carried out by the successful tenderer. The technical requirements for the site formation works and public facilities are detailed in the Technical Schedules annexed to the Conditions of Sale for the relevant lot of HSK pilot area.

(ii) Two-envelope approach for tendering

9. A two-envelope approach for tendering is adopted. The non-premium and premium proposals, carrying a weighting of 70% and 30% respectively, will be assessed comprehensively. The focus is on the development of the E&TP sites, such as whether strategic industries will be developed, whether leading enterprises will be introduced, the development speed, investment scale and employment, etc. For details, please refer to the Marking Scheme and the Requirements for Non-Premium Submission. The proposals for each E&TP site, as accepted by the Government, will be incorporated into the respective Service Deed, backed by Performance Guarantee and Bank Bond.

(iii) Tendering period

10. In view of the large scale of the HSK pilot area comprising private residential sites and industry sites, a tender period of about six months is allowed so that tenderers would have sufficient

¹ HSK/HT NDA is being implemented in three phases, viz. First Phase development, Second Phase development and Remaining Phase development. The phasing plan of HSK/HT NDA is at Annex 1 to Enclosure 1 of the Legislative Council paper no. PWSC(2024-25)1, available at www.legco.gov.hk/yr2024/english/fc/pwsc/papers/P24-1-e.pdf.

time to look for partners, plan the financing arrangements, and prepare the non-premium proposals, etc.

(iv) *Encouragement to undertake more industry sites*

11. For the three E&TP sites, the mandatory requirement is to develop and operate the Hung Shui Kiu Town Lot No. 19, while the other two sites (Hung Shui Kiu Town Lot No. 23 and Hung Shui Kiu Town Lot No. 24) should be returned to the Government after the sites are formed. To incentivise tenderers to develop and operate more E&TP sites, bonus marks up to 10 will be given to tenders which opt to take up either Hung Shui Kiu Town Lot No. 23 or Hung Shui Kiu Town Lot No. 24, and up to 30 to tenders which opt to take up both. Tenderers should indicate the package of lots the tender is submitted for in the Form of Tender (Non-Premium Submission) and the Form of Tender (Premium Submission), and fill in the Form of Premium Breakdown attached to the Marking Scheme at Annex II to the Tender Notice.

Flexible Land Premium Payment Arrangements

(v) *Staged Payment of Land Premium*

12. Normally, for land sale by public tender, the land premium has to be settled in full within 28 calendar days from the award of tender. For the HSK pilot area of which the development scale is large and the investment could be substantial, an option for paying the remaining balance of land premium in stages is available. The successful tenderer, with the support of a Premium Payment Guarantee and Indemnity, may opt to pay 25% of the land premium within 28 calendar days from the award of tender, and settle the remaining balance of land premium payable within three years from the award of tender without interest, subject to conditions. Tenderers should indicate the payment option in the Form of Tender (Premium Submission). For details, please refer to paragraph 13 of the Tender Notice.

(vi) *Offering Land to Offset the Remaining Balance of Land Premium*

13. In the event that the tenderers have elected to the staged payment option above, they may further elect to offer certain private agricultural land to the Government for offsetting the remaining 75% balance of land premium, subject to conditions. The list of designated projects which set out the land eligible for offsetting the remaining balance of land premium in this tender would be announced by the Lands Department separately. The election to offer land for premium offsetting should be indicated in the Form of Tender (Premium Submission). For details, please refer to paragraph 13 of the Tender Notice and the Lands Department Lands Administration Office Practice Note No. 10/2025.

Land Lease and Other Arrangements

(vii) *Independent Lots*

14. There will be individual lots for each private residential site and each E&TP site. The E&TP sites will be subject to the restriction of non-alienation except as a whole, so that their future operation and maintenance may be carried out more holistically. The maximum term for underletting is 20 years. For details, please refer to the relevant Conditions of Sale.

(viii) *Dedicated Project Supervision Office*

15. A dedicated project supervision office, led by the Permanent Secretary for Development (Planning and Lands), has been established to provide end-to-end facilitation service to private development projects, speeding up their implementation.

(ix) *Others*

16. An introductory video of the HSK pilot area is available at the website of the Lands Department (www.landso.gov.hk). For more information of the NM and HSK/HT NDA, please visit www.nm.gov.hk. If prospective tenderer is interested in visiting the HSK pilot area, please contact the officer mentioned at paragraph 23 of the Tender Notice.

Information Statement

**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”)**

This Information Statement is issued only for the information of prospective purchasers of HSKTL 18, HSKTL 19, HSKTL 20, HSKTL 21, HSKTL 23 and HSKTL 24 (hereinafter collectively referred to as “the Lots”). It shall not form part of the Tender Notice, the Form of Tender (Non-premium Submission), the Form of Tender (Premium Submission) and the respective Conditions of Sale for the Lots nor shall it be taken into consideration in the interpretation or construction of the respective Conditions of Sale for the Lots. Nothing in this Information Statement shall be relied on as any representation by the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”).

2. Prospective purchasers of the Lots should note—

- (a) Special Condition No. (2) of the respective Conditions of Sale for the Lots. As at the date of tender invitation, some of the buildings and structures existing within HSKTL 19 and HSKTL 24 straddle these lots and adjoining Government land, and some of the buildings and structures existing within HSKTL 18, HSKTL 20, HSKTL 21 and HSKTL 23 and areas outside these lots as specified in Special Condition No. (2)(a) of the respective Conditions of Sale for these lots (such areas outside these lots as specified in Special Condition No. (2)(a) of the respective Conditions of Sale for HSKTL 18, HSKTL 20, HSKTL 21 and HSKTL 23 are hereinafter collectively referred to as “Associated Areas”) straddle these lots and Associated Areas and adjoining Government land (such straddling buildings and structures are hereinafter collectively referred to as “Straddled Buildings and Structures”). The Civil Engineering and Development Department may arrange for demolition and removal of the Straddled Buildings and Structures before possession of the Lots and Associated Areas is given to the purchaser(s) of the Lots (hereinafter referred to as “Purchaser(s)”) under the respective Conditions of Sale for the Lots;
- (b) that as at the date of tender invitation, parts of the Lots and Associated Areas together with the buildings and structures existing thereon are being occupied and action to clear the occupation is underway and will be completed before possession of the Lots and Associated Areas is given to the Purchaser(s) under the respective Conditions of Sale for the Lots;
- (c) Special Condition No. (3) of the respective Conditions of Sale for the Lots and should also note that the construction of the Infrastructure (as defined in Special Condition No. (3) of the respective Conditions of Sale for the Lots) (hereinafter referred to as “the Infrastructure”) is scheduled for commencement in around mid-2026 and completion by December 2030. However, the Government gives no warranty or guarantee, express or implied, as to whether and when the Infrastructure will be constructed and completed. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser(s) or any other person arising whether directly or indirectly out of, in connection with or incidental to the construction of the

Infrastructure and whether and when the Infrastructure will be constructed and completed, and no claim whatsoever shall be made against the Government by the Purchaser(s) in respect of any such loss, damage, nuisance or disturbance;

- (d) that the building or buildings to be erected on the Lots shall be completed and made fit for occupation on or before the date of expiry of the building covenant period, i.e. 31 December 2033, under Special Condition No. (5) of the respective Conditions of Sale for HSKTL 18, HSKTL 20 and HSKTL 23, Special Condition No. (4) of the respective Conditions of Sale for HSKTL 19 and HSKTL 24 and Special Condition No. (6) of the Conditions of Sale for HSKTL 21 (the said date is hereinafter referred to as “the BC Date”). Prospective purchasers of the Lots should note Lands Department Lands Administration Office Practice Note Issue No. 2/2021. Nevertheless, in the event that the said building or buildings are not completed and made fit for occupation before the expiry of the BC Date solely and entirely due to the delay in the construction and completion of the Infrastructure, the Government may, upon the Purchaser(s)’ application, at its sole and absolute discretion consider granting an extension of the BC Date to some other dates as considered appropriate by the Government without requiring payment of additional premium. The decision of the Director, Northern Metropolis Co-ordination Office of the Development Bureau, as to whether the non-completion of the building or buildings to be erected on the Lots before the expiry of the BC Date is solely and entirely due to the delay in the construction and completion of the Infrastructure shall be final and conclusive. Nothing in this Information Statement shall be relied on as warranty or representation by the Government that any application for an extension of the BC Date will be considered, processed or approved with or without requiring payment of additional premium. The Government shall have no responsibility or liability to any prospective purchasers of the Lots, the Purchaser(s) or any other person for any loss, damage, nuisance or disturbance whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to such application not being considered, processed or approved with or without requiring payment of additional premium for whatever reasons;
- (e) that if a tender for any package comprising HSKTL 23 is accepted, the Government would serve—
 - (i) a notice on the Purchaser of HSKTL 20 under Special Condition No. (4)(p)(i) of the Conditions of Sale for HSKTL 20, to the effect that the said Purchaser’s obligations and rights in respect of the Yellow Area (as defined in Special Condition No. (2)(a) of the Conditions of Sale for HSKTL 20) shall absolutely determine; and
 - (ii) a notice on the Purchaser of HSKTL 21 under Special Condition No. (4)(p)(i) of the Conditions of Sale for HSKTL 21, to the effect that the said Purchaser’s obligations and rights in respect of the Yellow Area (as defined in Special Condition No. (2)(a) of the Conditions of Sale for HSKTL 21) shall absolutely determine,

and no claim for compensation shall be made against the Government by the Purchasers of HSKTL 20 and HSKTL 21 in respect of any loss, damage or disturbance suffered or any expense incurred as a result of such determination;

- (f) that if a tender for any package comprising HSKTL 24 is accepted, the Government would serve a notice on the Purchaser of HSKTL 20 under Special Condition No. (4)(p)(i) of the Conditions of Sale for HSKTL 20, to the effect that the said Purchaser's obligations and rights in respect of the Yellow Stippled Black Area (as defined in Special Condition No. (2)(a) of the Conditions of Sale for HSKTL 20) shall absolutely determine, and no claim for compensation shall be made against the Government by the Purchaser of HSKTL 20 in respect of any loss, damage or disturbance suffered or any expense incurred as a result of such determination; and
- (g) Special Condition No. (20) of the respective Conditions of Sale for HSKTL 19 and HSKTL 24 and Special Condition No. (22) of the Conditions of Sale for HSKTL 23 and should follow the "Technical Guidelines for Electric Vehicle (EV) Charging-enabling for Car Parks of New Building Developments" (hereinafter referred to as "the Technical Guidelines") issued by the Environment and Ecology Bureau. For the calculation of electrical loading power capacity in particular for those motor vehicles other than private cars, light goods vehicles and motor cycles, please follow the requirements as stipulated in Appendix I "Application of Diversity Factors for Different Types of Parking Spaces" of the Technical Guidelines. The Technical Guidelines can be downloaded from the website of the Environmental Protection Department as follows—

www.epd.gov.hk/epd/sites/default/files/epd/english/environmentinhk/air/prob_solutions/files/guidelines_on_enabling_eng.pdf

For enquiry about the charging facilities for electric vehicles and the calculation of the electrical loading power capacity, prospective purchasers of the Lots may contact the Environmental Protection Department via their electric vehicle hotline at telephone number 3757 6222.

3. Prospective purchasers of the Lots should further note that HSKTL 18 and HSKTL 21 are to be sold with the benefit of and subject to the planning permissions (Application Nos. A/HSK/452 and A/HSK/585) granted by the Rural and New Town Planning Committee of the Town Planning Board on 23 June 2023 and 21 November 2025 respectively under section 16 of the Town Planning Ordinance (hereinafter collectively referred to as "the Permissions").

4. Prospective purchasers of the Lots may wish to note that the Government has recently completed the technical review for private housing developments in HSKTL 18, HSKTL 20 and HSKTL 21 (hereinafter referred to as "the Technical Review") taking into account the updated technical reports prepared by Ove Arup & Partners Hong Kong Limited (hereinafter referred to as "the Technical Reports"). In the Technical Review, reference has been made to the updated planning assumption of an average flat size of 50 square metres (about) in terms of gross floor area, arriving at the estimated flat yield of about 1,584, 606 and 931 private residential flats in HSKTL 18, HSKTL 20 and HSKTL 21 respectively. The Government considers that there are no insurmountable problems in respect of the infrastructure capacity to support such private residential developments in HSKTL 18, HSKTL 20 and HSKTL 21.

5. Prospective purchasers of the Lots should note that the Permissions (including submissions made to the Town Planning Board for the Permissions) (hereinafter collectively referred to as "the Planning Submissions"), the Technical Reports, a final report on environmental review for Hung Shui Kiu / Ha Tsuen New Development Area Second Phase Development (hereinafter referred to as "the Environmental Review Report") and a set of engineering drawings for the infrastructural works

to be undertaken by the Civil Engineering and Development Department (hereinafter referred to as “the Engineering Drawings”) are available for inspection upon request at the following address–

West Development Office,
Civil Engineering and Development Department,
9/F, Sha Tin Government Offices,
1 Sheung Wo Che Road, Sha Tin, New Territories.

The information contained in the Planning Submissions, the Technical Reports, the Environmental Review Report and the Engineering Drawings was prepared for the sole and specific use of the Government. Prospective purchasers of the Lots are strongly advised to obtain their own appropriate expert advice prior to submitting any tender for the Lots. The Government does not guarantee the accuracy or correctness in any way whatsoever of any information or statement given in the Planning Submissions, the Technical Reports, the Environmental Review Report and the Engineering Drawings. For arrangement for inspection of the Planning Submissions, the Technical Reports, the Environmental Review Report and the Engineering Drawings, prospective purchasers of the Lots may contact the following officer of the Civil Engineering and Development Department–

Name:	Mr. CHENG Ho-lun
Title:	Engineer/13(W)
Telephone Number:	2158 5639
Email Address:	hlcheng@cedd.gov.hk

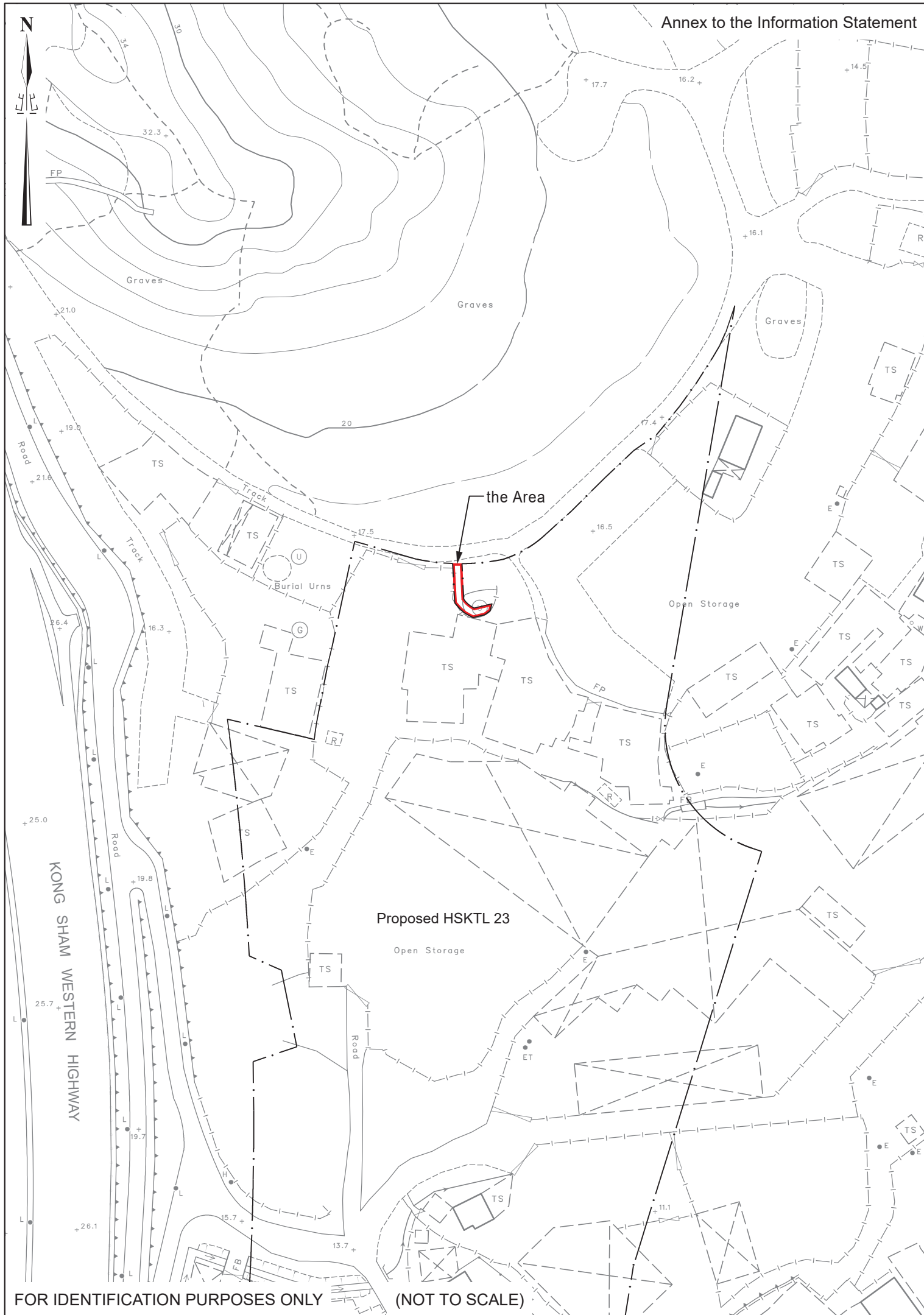
6. Prospective purchasers of the Lots should note that–

- (a) after the sale of HSKTL 23 and HSKTL 24, the Government may, upon application by the Purchasers of HSKTL 23 and HSKTL 24, at its sole and absolute discretion consider an application for a lease modification or land exchange to permit such changes to the respective Conditions of Sale for HSKTL 23 and HSKTL 24 as may be necessary or appropriate to facilitate a joint development of HSKTL 23 and HSKTL 24 PROVIDED THAT the aggregate maximum development parameters of HSKTL 23 and HSKTL 24 shall not be exceeded as a result of such lease modification or land exchange; and
- (b) clearance action in respect of a strip of Government land, the approximate location and extent of which are for identification purpose only shown on the plan at the Annex to this Information Statement (such strip of Government land is hereinafter referred to as “the Area”), by the Government is underway. Upon completion of the clearance action of the Area, the Government may, upon application by the Purchaser of HSKTL 23, at its sole and absolute discretion consider an application for a land exchange or grant of the Area as an extension to HSKTL 23 (hereinafter referred to as “lot extension”) together with a lease modification to permit such changes (including but not limited to any additional gross floor area resulted from the grant of the Area) to the Conditions of Sale for HSKTL 23 as may be necessary or appropriate to facilitate a joint development of HSKTL 23 and the Area.

Any of the above applications, if approved, shall be subject to such conditions, including but not limited to payment of premium and administrative fees both as may be determined by the Director of Lands and completion of such documentations, as the Director of Lands may at his sole and absolute discretion consider appropriate. Nothing in this Information Statement should be relied on as warranty or representation by the Government that any such applications for lease modification or land exchange or lot extension will be considered, processed or approved. The Government shall

have no responsibility or liability to any prospective purchasers of the Lots, the Purchaser(s) or any other person for any loss, damage, nuisance or disturbance whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to such applications not being considered, processed or approved for whatever reasons.

7. Prior to submitting any tender for the Lots, prospective purchasers of the Lots may seek independent professional advice on issues concerning the Lots, including but not limited to the available infrastructural provisions and the suitable design for the development of the Lots.



TENDER NOTICE

The Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”) invites tenders by way of a two-envelope approach for the respective grant of the lots of land described in the respective Particulars of the Lot set out in the respective General and Special Conditions of Sale annexed hereto (hereinafter collectively referred to as “the Conditions of Sale”) for the respective terms of 50 years commencing from the dates of the respective Memorandums of Agreement annexed to the respective Conditions of Sale at the rents specified in the respective Particulars of the Lot and subject to the respective Conditions of Sale and the Service Deed(s) referred to in paragraph 15(a) below (hereinafter referred to as “the Service Deed(s)”), and delivery of the Performance Guarantee(s) and the Bank Bond(s) referred to in paragraph 16 below (hereinafter respectively referred to as “the Performance Guarantee(s)” and “the Bank Bond(s)”) and the Premium Payment Guarantee and Indemnity (if applicable) referred to in paragraph 17 below (hereinafter referred to as “the Premium Payment Guarantee and Indemnity”). Terms and expressions used and not otherwise defined in this Tender Notice but which are defined in the respective Conditions of Sale or the Service Deed(s) shall have the respective meanings ascribed to them therein.

2. Tenderers should note that the tenders submitted will be assessed in accordance with the Marking Scheme at Annex II hereto (hereinafter referred to as “the Marking Scheme”). Tenderers should also note that a tender may not be considered further if any document as required in the “Requirements of Non-Premium Submission” at Annex I hereto has not been submitted in the Non-Premium Submission (as defined in paragraph 4(a)(i) below) of the tender or the completed Form of Premium Breakdown at Appendix B to Annex II hereto (if applicable) has not been submitted in the Premium Submission (as defined in paragraph 4(a)(ii) below) of the tender. The Government does not bind itself to accept the tender with the highest combined score calculated according to paragraph 1.2(f) in Section 1 of the Marking Scheme or any tender submitted. The Government reserves the right to negotiate with any tenderer about the terms of the offer.

3. Tenderers are required to note that a total of 6 lots, namely, Hung Shui Kiu Town Lot No. 18, Hung Shui Kiu Town Lot No. 19, Hung Shui Kiu Town Lot No. 20, Hung Shui Kiu Town Lot No. 21, Hung Shui Kiu Town Lot No. 23 and Hung Shui Kiu Town Lot No. 24 (hereinafter collectively referred to as “the 6 lots”) are being put up for tender at the same time and are grouped into the following 4 packages–

- (a) Hung Shui Kiu Town Lot No. 18, Hung Shui Kiu Town Lot No. 19, Hung Shui Kiu Town Lot No. 20 and Hung Shui Kiu Town Lot No. 21 collectively as one package (hereinafter collectively referred to as “the Mandatory Lots”);
- (b) the Mandatory Lots and Hung Shui Kiu Town Lot No. 23 collectively as one package;
- (c) the Mandatory Lots and Hung Shui Kiu Town Lot No. 24 collectively as one package; and
- (d) the Mandatory Lots, Hung Shui Kiu Town Lot No. 23 and Hung Shui Kiu Town Lot No. 24 collectively as one package.

Each tender should be submitted on the basis of a single amount of premium for the purchase of the lots comprising any of the above packages. Subject to the aforesaid, a tenderer can submit more than one tender, each of which is for the purchase of the lots in any of the above packages. If a

tender is submitted for the purchase of the lots in the package set out in paragraph 3(b), 3(c) or 3(d) above, the tenderer must submit the completed Form of Premium Breakdown at Appendix B to Annex II hereto in accordance with paragraph 4(a)(ii) below. The lots in the package of which the tender is submitted for the purchase are hereinafter collectively referred to as “the tendered lots”.

4. Tenders must be—

- (a) made in two separate sealed envelopes, with their outside not bearing any indication which may relate the tender to tenderers, in the following manner—
 - (i) one envelope (subject to paragraph 5 below), clearly marked on the outside of the envelope “Tender for Pilot Area of Large-scale Land Disposal in Hung Shui Kiu / Ha Tsuen New Development Area : Non-Premium Submission” enclosing the completed Form of Tender (Non-Premium Submission) (which should be in DUPLICATE and in the form annexed hereto, but without any indication of the premium) and the cheque or cashier’s order referred to in paragraph 9 below together with 20 copies of the documents referred to in (1), (2) and (4) and 1 copy of the documents referred to in (3) all under the first paragraph of the “Requirements of Non-Premium Submission” at Annex I hereto (the said completed Form of Tender (Non-Premium Submission), the said cheque or cashier’s order and the said documents are hereinafter collectively referred to as “the Non-Premium Submission”); and
 - (ii) the other envelope, clearly marked on the outside of the envelope “Tender for Pilot Area of Large-scale Land Disposal in Hung Shui Kiu / Ha Tsuen New Development Area : Premium Submission” enclosing the completed Form of Tender (Premium Submission) (which should be in DUPLICATE and in the form annexed hereto), the completed Form of Premium Breakdown at Appendix B to Annex II hereto (if applicable) and the completed Form of Offering Land to Offset the Remaining Balance of Premium Payable for the tendered lots under the Large-scale Land Disposal in Hung Shui Kiu / Ha Tsuen New Development Area at Annex VIII hereto (hereinafter referred to as “the Form of Premium Offsetting”) (if applicable) (the said completed Form of Tender (Premium Submission), the said completed Form of Premium Breakdown (if applicable) and the completed Form of Premium Offsetting (if applicable) are hereinafter collectively referred to as “the Premium Submission”);
- (b) addressed to the Chairman, Central Tender Board; and
- (c) deposited in the tender box labelled “Government Secretariat Tender Box” (hereinafter referred to as “the Government Secretariat Tender Box”) at the Lobby of the Public Entrance on the Ground Floor, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong, before 12 noon on Friday, 3 July 2026 (the said time is hereinafter referred to as “the Tender Closing Time”).

5. If it is not practicable to place all the documents of the Non-Premium Submission in one sealed envelope, then tenderers may place the Non-Premium Submission in separate sealed envelopes, with their outside not bearing any indication which may relate the tender to the tenderer, and each sealed envelope should be clearly marked on the outside with the words “Tender for Pilot Area of Large-scale Land Disposal in Hung Shui Kiu / Ha Tsuen New Development Area : Non-Premium Submission – Part (*insert No. of the particular envelope*) of No. (*insert total No. of*

envelopes)". Bulky submissions should be wrapped properly and securely tied up when tender is deposited in the Government Secretariat Tender Box.

6. 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 date specified in paragraph 4(c) above, the Tender Closing Time will be extended to 12 noon on the first working day of the following week and on which no Black Rainstorm Warning Signal or Tropical Cyclone Warning Signal No. 8 or above or announcement on "extreme conditions" caused by super typhoon is issued by the Government at any time between the hours of 9 a.m. and 12 noon. In case the public access to the Government Secretariat Tender Box is blocked or for any reason becomes inaccessible at any time between 9 a.m. and 12 noon on the date specified in paragraph 4(c) above, 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).

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

8. (a) Notwithstanding anything herein contained to the contrary, the Government reserves the right to seek clarification or request missing or additional information or documents or evidence from any tenderer as the Government may at its absolute discretion consider necessary. The tenderer shall, at his own expense within 5 working days or such other period specified in the request, submit to the Government such clarification, information, documents or evidence. If adequate information or requested documents are not provided as required by the deadline specified in the request, or in the case of clarification or evidence, such clarification or evidence is not provided or is not acceptable to the Government, the Government may not consider the tender further or may, but is not obliged to, proceed to evaluate the tender on an "as is" basis.

(b) The Government will not consider any clarification, information, document or evidence submitted by a tenderer pursuant to paragraph 8(a) above if the Government at its absolute discretion considers that such clarification, information, document or evidence would alter the tenderer's tender in substance or give the tenderer an advantage over other tenderers.

9. TENDERERS MUST FORWARD WITH THE NON-PREMIUM SUBMISSION OF THEIR RESPECTIVE TENDER in accordance with paragraph 4(a)(i) above a cheque or cashier's order in a sum of Fifty Million Hong Kong Dollars (HK\$50,000,000.00), made payable to "The Government of the Hong Kong Special Administrative Region" and drawn on a bank which is a bank duly licensed under section 16 of the Banking Ordinance. If a cheque is submitted, it must be certified good by the bank on which it is drawn for payment up to 24 December 2026. All cheques and cashier's orders will be retained uncashed until the Central Tender Board has made its decision on the tenders submitted. If a tender is accepted, the cheque or cashier's order submitted therewith will be treated as an initial deposit (hereinafter referred to as "the Initial Deposit") towards and applied in part payment of the premium tendered. All other cheques and cashier's orders will be returned, within a period of 14 calendar days of the date specified in paragraph 12 below, to the unsuccessful tenderers at the addresses stated in their tenders.

10. (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(s) and address(es) of his principal or principals and the name(s) of the contact person of his principal or principals. If two or more persons sign a tender as tenderer, they shall be deemed to be acting as a principal unless they disclose therein that they are acting as an agent only, in which case they shall also disclose therein the name(s) and address(es) of his principal or principals and the name(s) of the contact person(s) of their principal or principals. A tenderer must set out the name and address of its parent company (if any) and the name of the contact person of its parent company (if any) or if he is acting as an agent for and on behalf of his principal or principals, the name(s) and address(es) of the parent company(ies) of his principal or principals (if any) and the name(s) of the contact person(s) of the parent company(ies) of his principal or principals (if any).

(c) After the award of the tender, the identity of the successful tenderer and the unsuccessful tenderers of all of the conforming tenders and their parent companies (if any) or if the successful tenderer or the unsuccessful tenderer is acting as an agent for and on behalf of a principal or principals, the tenderer, his principal or principals and its or their respective parent companies (if any), the tendered lots that the successful tenderer has offered to purchase, the combined score (as referred to in paragraph 1.2(f) in Section 1 of the Marking Scheme) of the successful tenderer, the amount of premium tendered by the successful tenderer and any or all of the documents as referred to in (1), (2), (3) and (4) all under the first paragraph of the "Requirements of Non-Premium Submission" at Annex I hereto submitted by the successful tenderer, and the Service Deed(s) (where applicable) signed or executed or to be signed or executed by the Purchaser(s) may be disclosed by the Government. The Government reserves the right to announce the tender results without the need to seek the prior agreement of the tenderers and their parent companies (if any), or if the tenderer is acting as an agent for and on behalf of a principal or principals, the tenderer, his principal or principals and its or their respective parent companies (if any).

(d) After the signing or execution of the respective Memorandums of Agreement and the sale plan(s) referred to in paragraph 15 below by the Purchaser(s) and the signing thereof on behalf of the Government, the tendered lots that the unsuccessful tenderers of all of the conforming tenders have offered to purchase, the combined score (as referred to in paragraph 1.2(f) in Section 1 of the Marking Scheme) of the unsuccessful tenderers of all of the conforming tenders, the amounts of premium tendered by the unsuccessful tenderers of all of the conforming tenders can, in addition to the information that may have been disclosed under paragraph 10(c) above, be disclosed by the Government, whether in response to public or media enquiries or otherwise, without disclosing the identity of these unsuccessful tenderers at the same time.

(e) By submitting his tender under paragraphs 4, 5 and 6 above, each of the tenderers gives his consent to the disclosure of the information under paragraphs 10(c) and 10(d) above (hereinafter collectively referred to as "the Tender Bids and Scores Information") and accepts and acknowledges that the Government has the right to disclose the Tender Bids and Scores Information.

(f) The Government shall have the absolute right and discretion to decide whether or not to disclose the Tender Bids and Scores Information. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the tenderers (whether the successful tenderer or any of the unsuccessful tenderers) or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise of the Government's right to disclose the Tender Bids and Scores Information, or the use

or dissemination of the Tender Bids and Scores Information by members of the public or otherwise, and no claim whatsoever shall be made against the Government in respect of any such loss, damage, nuisance or disturbance.

(g) For the avoidance of doubt, the consent given under paragraph 10(e) above and the provisions in paragraph 10(f) above shall survive and continue to be binding on the successful tenderer and the unsuccessful tenderers, or if the successful tenderer or the unsuccessful tenderer is acting as an agent for and on behalf of a principal or principals, the tenderer, his principal or principals, after the award of the tender to the successful tenderer and after the signing or execution of the Memorandums of Agreement, the sale plan(s) and the Service Deed(s) (where applicable) referred to in paragraph 15 below by the Purchaser(s) and the signing thereof on behalf of the Government.

11. The Government reserves the right at its sole and absolute discretion whether or not to accept all or any part of a tender. Tenderers must note and accept that, should a tender be accepted by the Government, the Government may, at its sole and absolute discretion, make any of the proposals in the Non-Premium Submission submitted by the successful tenderer an integral part of the Service Deed(s) pursuant to paragraphs 15(a)(i), 15(a)(ii) and 15(a)(iii) below. By submitting a tender, the successful tenderer irrevocably authorizes the Government to amend the Service Deed(s) as the Government at its sole and absolute discretion considers appropriate for the purpose of incorporating the proposals.

12. If a tender is accepted, the successful tenderer will be notified of the acceptance of his tender and, if he has elected to pay the balance of the premium in stages in the manner and within the time limits stated in paragraph 13(c) below in his tender, as to whether his election is accepted by the Government, by a letter posted to him at or delivered to the address stated in his Form of Tender (Premium Submission) not later than 3 December 2026. Where the successful tenderer acts as a principal, he shall be the Purchaser of the tendered lots. Where the successful tenderer acts as an agent for and on behalf of a principal, his principal shall be the Purchaser of the tendered lots. Where the successful tenderer acts as an agent for and on behalf of two or more principals, designating the principals as the respective Purchasers of the tendered lots in the manner as stated in both the Form of Tender (Premium Submission) and the Form of Tender (Non-Premium Submission), the principals shall be the Purchasers of the tendered lots respectively. Where the successful tenderer(s) act(s) for himself or themselves and/or as an agent(s) for and on behalf of the principal(s), designating himself or themselves and/or the principal(s) as the respective Purchasers of the tendered lots in the manner as stated in both the Form of Tender (Premium Submission) and the Form of Tender (Non-Premium Submission), the tenderer(s) and/or the principal(s) (as the case may be) shall be the Purchasers of the tendered lots respectively.

13. (a) In the event that the Initial Deposit is less than 10% of the premium tendered by the successful tenderer, the successful tenderer shall, within 7 working days of the date of the letter referred to in paragraph 12 above, pay to the Government in one lump sum a further deposit equivalent to 10% of the premium tendered by him less the Initial Deposit and rounded up to the nearest hundred thousand which shall be applied in part payment of the premium tendered by him.

(b) Subject to paragraphs 13(c) and 13(e) below, the successful tenderer shall within 28 calendar days of the date of the letter referred to in paragraph 12 above pay to the Government in one lump sum the balance of the premium tendered by him.

(c) The tenderer may elect to pay the balance of the premium in stages in his tender. Subject to paragraph 13(e) below, if the successful tenderer has elected to pay the balance of the premium in stages in his tender and his election is accepted by the Government as notified in the

letter referred to in paragraph 12 above, he shall pay to the Government the balance of the premium tendered by him in the following manner free of interest–

- (i) within 28 calendar days of the date of the letter referred to in paragraph 12 above, in one lump sum a sum equivalent to 25% of the premium tendered by him less the Initial Deposit and the sum paid in accordance with paragraph 13(a) above (if required) and rounded up to the nearest hundred thousand which shall be applied in part payment of the balance of the premium tendered by him; and
- (ii) within 36 calendar months of the date of the letter referred to in paragraph 12 above, the remaining balance of the premium tendered by him.

(d) If the tenderer elects to pay to the Government the balance of the premium in stages in the manner and within the time limits stated in paragraph 13(c) above in his tender, he may further elect to offer to use the Compensation as defined in paragraph (20) of the Form of Premium Offsetting (hereinafter referred to as “the Compensation”) for the land located within the Northern Metropolis and owned or formerly owned by the Purchaser(s) and/or its or their associated company(ies) within the meaning of the Companies Ordinance (hereinafter collectively referred to as “Offered Lots” or each as “Offered Lot”) to offset the remaining balance of the premium referred to in paragraph 13(c)(ii) above or any part thereof by submitting the completed Form of Premium Offsetting in accordance with paragraph 4(a)(ii) above. In accordance with paragraph (17) of the Form of Premium Offsetting, as a condition for any premium offsetting, the registered owner or the former registered owner of an Offered Lot shall accept the Compensation for the Offered Lot as compensation in full and final satisfaction of all claims in respect of the value of the land resumed (including claim for such costs or remuneration reasonably incurred or paid by the registered owner or the former registered owner in employing persons to act in a professional capacity for the registered owner or the former registered owner in connection with the offer of or claim for the compensation) which the registered owner or the former registered owner may have against the Government and its officers in respect of the resumption of the Offered Lot. If the successful tenderer’s election to pay the balance of the premium in stages is accepted by the Government as notified in the letter referred to in paragraph 12 above, and the Government accepts the Compensation for any Offered Lot to offset the remaining balance of the premium referred to in paragraph 13(c)(ii) above or any part thereof, the registered owner or the former registered owner of such an Offered Lot shall, after resumption of the Offered Lot by the Government, sign or execute an Agreement as to Compensation and Indemnity in the form appearing in Annex IX hereto with the Government within such time as shall be prescribed by the Government, agreeing to use the Compensation for the Offered Lot to offset the remaining balance of the premium referred to in paragraph 13(c)(ii) above or any part thereof.

(e) If the tenderer elects to pay the balance of the premium in stages in the manner and within the time limits stated in paragraph 13(c) above in his tender, he must submit the documents referred to in (3) under the first paragraph of the “Requirements of Non-Premium Submission” at Annex I hereto in accordance with paragraph 4(a)(i) above to prove to the satisfaction of the Government that the proposed premium payment guarantor, who shall be the parent company of the Purchaser (or if there is more than one Purchaser, one of the Purchasers) and provide the Premium Payment Guarantee and Indemnity in accordance with paragraph 17 below, is financially capable to guarantee the payment of the remaining balance of the premium referred to in paragraph 13(c)(ii) above. If the tenderer fails to prove to the satisfaction of the Government the proposed premium payment guarantor’s capability to guarantee the payment of the remaining balance of the premium referred to in paragraph 13(c)(ii) above, his election to pay the balance of the premium in stages will

not be accepted by the Government and the tenderer shall pay to the Government the balance of the premium in the manner and within the time limit stated in paragraph 13(b) above.

(f) The Government does not bind itself to accept the successful tenderer's election to pay the balance of the premium in stages in accordance with paragraph 13(c) above or the successful tenderer's offer to use the Compensation for any Offered Lot to offset the remaining balance of the premium referred to in paragraph 13(c)(ii) above or any part thereof pursuant to paragraph 13(d) above and is not bound to give any reasons for the non-acceptance thereof. In addition, the Government reserves the right to accept the successful tenderer's election to pay the balance of the premium in stages in accordance with paragraph 13(c) above without at the same time accepting the offer to use the Compensation for any Offered Lot to offset the remaining balance of the premium referred to in paragraph 13(c)(ii) above or any part thereof pursuant to paragraph 13(d) above and is not bound to give any reasons therefor. The successful tenderer shall not be entitled to raise any objection in relation thereto.

- (g) (i) In the event that there is more than one Purchaser, each of the Purchasers shall be jointly and severally obliged and liable to pay the further deposit in accordance with paragraph 13(a) above.
- (ii) The Purchaser (or if there is more than one Purchaser, each of the Purchasers) accepts and acknowledges that the premium specified in the respective Memorandums of Agreement is for the purchase of the tendered lots collectively and in the case of more than one Purchaser, the Purchasers are jointly and severally obliged and liable to pay the balance of the premium or any part thereof of the tendered lots in accordance with paragraph 13(b) or 13(c) above (as the case may be).

14. If the successful tenderer shall have failed to pay the further deposit (if required) in accordance with paragraph 13(a) above or shall fail to pay the balance of the premium in accordance with paragraph 13(b) above, or if, the Government having accepted the election of the successful tenderer (as notified in the letter referred to in paragraph 12 above) to pay the balance of the premium in stages in accordance with paragraph 13(c) above, the successful tenderer shall fail to pay the sum for part payment of the balance of the premium in accordance with paragraph 13(c)(i) above, the Government may either enforce or cancel the sale. On cancellation, the sum forwarded by the defaulting successful tenderer with his tender as an initial deposit in accordance with paragraph 9 above and the sum paid as a further deposit in accordance with paragraph 13(a) above and in part payment of the premium tendered by him shall be wholly forfeited to the Government, and the Government shall be at liberty to resell the tendered lots (whether collectively or individually or otherwise at the Government's sole and absolute discretion) at such time and place and in such manner as the Government shall deem fit, and all losses and expenses attending a resale or attempted resale, including—

- (a) interest equivalent to 2% per annum above the average Best Lending Rate announced by the current note-issuing banks in the Hong Kong Special Administrative Region (hereinafter referred to as "Hong Kong"), namely, The Hongkong and Shanghai Banking Corporation Limited, Standard Chartered Bank (Hong Kong) Limited and Bank of China (Hong Kong) Limited for the time being (hereinafter referred to as "the Agreed Rate") on the further deposit (if required but not paid) and the balance of the premium or any part thereof for the periods from the respective latest dates upon which such further deposit and balance or any part thereof should have been paid in accordance with paragraph 13 above up to and including the date upon which the balance of the premium upon a resale is paid,

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

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

15. Within 14 calendar days of the date of the letter referred to in paragraph 12 above–

- (a)
 - (i) the Purchaser (or in the case of more than one Purchaser, the Purchaser of Hung Shui Kiu Town Lot No. 19) shall execute as a deed (and in the case of a limited company duly execute under its common seal and in accordance with its Articles of Association or otherwise as required under the laws of the jurisdiction in which it is incorporated or established) to the satisfaction of the Government the Service Deed in the form of the proforma appearing in Annex III hereto in relation to Hung Shui Kiu Town Lot No. 19 incorporating the successful tenderer's proposals submitted and as considered appropriate by the Government under paragraph 11 above;
 - (ii) in the event that the tendered lots include Hung Shui Kiu Town Lot No. 23, the Purchaser (or in the case of more than one Purchaser, the Purchaser of Hung Shui Kiu Town Lot No. 23) shall execute as a deed (and in the case of a limited company duly execute under its common seal and in accordance with its Articles of Association or otherwise as required under the laws of the jurisdiction in which it is incorporated or established) to the satisfaction of the Government the Service Deed in the form of the proforma appearing in Annex III hereto in relation to Hung Shui Kiu Town Lot No. 23 incorporating the successful tenderer's proposals submitted and as considered appropriate by the Government under paragraph 11 above; and
 - (iii) in the event that the tendered lots include Hung Shui Kiu Town Lot No. 24, the Purchaser (or in the case of more than one Purchaser, the Purchaser of Hung Shui Kiu Town Lot No. 24) shall execute as a deed (and in the case of a limited company duly execute under its common seal and in accordance with its Articles of Association or otherwise as required under the laws of the jurisdiction in which it is incorporated or established) to the satisfaction of the Government the Service Deed in the form of the proforma appearing in Annex III hereto in relation to Hung Shui Kiu Town Lot No. 24 incorporating the successful tenderer's proposals submitted and as considered appropriate by the Government under paragraph 11 above;
- (b) the Purchaser (or in the case of more than one Purchaser, each of the Purchasers) shall sign (and in the case of a limited company duly execute under its common seal and in accordance with its Articles of Association or otherwise as required under the laws of the jurisdiction in which it is incorporated or established) to the satisfaction of the Director of Lands, the following–
 - (i) the Memorandum of Agreement in the form annexed to the Conditions of Sale in relation to each of the tendered lots (or in the case of more than one

Purchaser, the Memorandum of Agreement in the form annexed to the Conditions of Sale in relation to the tendered lot(s) designated to him); and

- (ii) the sale plan(s) annexed to the Conditions of Sale in relation to each of the tendered lots (or in the case of more than one Purchaser, the sale plan(s) annexed to the Conditions of Sale in relation to the tendered lot(s) designated to him);
- (c) the Purchaser(s) shall submit to the Government the Performance Guarantee and the Bank Bond duly executed respectively by the performance guarantor and the bank in accordance with paragraph 16 below for each of the Service Deed(s) (where applicable) to secure the Purchaser's performance of his obligations under the terms and conditions of each of the Service Deed(s) (where applicable) to be executed between the Government and the Purchaser;
- (d) in the event that the successful tenderer has elected to pay the balance of the premium in stages in the manner and within the time limits stated in paragraph 13(c) above in relation to the tendered lots and his election is accepted by the Government as notified in the letter referred to in paragraph 12 above, the Purchaser(s) shall submit to the Government the Premium Payment Guarantee and Indemnity in accordance with paragraph 17 below to secure the Purchaser(s)' performance of his/their obligations to pay the remaining balance of the premium referred to in paragraph 13(c)(ii) above and, if the successful tenderer has also elected to offer the Compensation for the Offered Lots to offset the remaining balance of the premium referred to in paragraph 13(c)(ii) above or any part thereof, to provide an indemnity in respect of the premium offsetting;
- (e) the Purchaser(s) shall submit to the Government a legal opinion required under paragraph 18(a) below where the Purchaser(s) is/are incorporated or established outside Hong Kong;
- (f) the Purchaser(s) shall submit to the Government a legal opinion required under paragraph 18(b) below, where the performance guarantor accepted by the Government in accordance with paragraph 16 below is incorporated or established outside Hong Kong; and
- (g) the Purchaser(s) shall submit to the Government a legal opinion required under paragraph 18(c) below, where the premium payment guarantor accepted by the Government in accordance with paragraph 13(e) above and paragraph 17 below is incorporated or established outside Hong Kong,

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

16. Upon receipt of the notification of award under paragraph 12 above, as security for due performance of each of the Service Deed(s) (where applicable), the Purchaser(s) must within 14 calendar days of the date of the notification of award procure and submit to the Government a single Performance Guarantee in the form appearing in Annex IV hereto duly executed by a performance guarantor accepted by the Government and a single Bank Bond in the form appearing in Annex V hereto duly executed by a bank duly licensed under section 16 of the Banking Ordinance for each of the Service Deed(s) (where applicable). In the event that the Purchaser (or in the case of more than one Purchaser, the Purchaser of Hung Shui Kiu Town Lot No. 19, Hung Shui Kiu Town Lot No. 23 or Hung Shui Kiu Town Lot No. 24 (where applicable)) is an unincorporated partnership, the

Purchaser(s) shall procure and submit to the Government a single Performance Guarantee and a single Bank Bond for each of the Service Deed(s) (where applicable) in accordance with the provisions in this paragraph covering the obligations of all the partners and participants of the unincorporated partnership. Unless otherwise agreed by the Government, a Performance Guarantee and a Bank Bond not in the form appearing or not on the terms set out respectively in Annex IV and Annex V hereto will not be accepted by the Government.

17. In the event that the successful tenderer has elected to pay the balance of the premium in stages in the manner and within the time limits stated in paragraph 13(c) above, upon receipt of the notification of award and acceptance of his election under paragraph 12 above, the Purchaser(s) must within 14 calendar days of the date of the notification of award and acceptance of his election procure and submit to the Government a single Premium Payment Guarantee and Indemnity in the form appearing in Annex VII hereto duly executed by a premium payment guarantor accepted by the Government to secure the due payment of the remaining balance of the premium referred to in paragraph 13(c)(ii) above. In the event that the Purchaser (or in the case of more than one Purchaser, any of the Purchasers) is an unincorporated partnership, the Purchaser(s) shall procure and submit to the Government a single Premium Payment Guarantee and Indemnity in accordance with the provisions in this paragraph covering the obligations of all the partners and participants of the unincorporated partnership. Unless otherwise agreed by the Government, a Premium Payment Guarantee and Indemnity not in the form appearing or not on the terms set out in Annex VII hereto will not be accepted by the Government. In the event that the successful tenderer has further elected to offer to use the Compensation for the Offered Lots to offset the remaining balance of the premium referred to in paragraph 13(c)(ii) above or any part thereof, the Premium Payment Guarantee and Indemnity to be executed by the premium payment guarantor shall also provide an indemnity in respect of the premium offsetting.

18. (a) Where the Purchaser (or in the case of more than one Purchaser, any of the Purchasers) is incorporated or established outside Hong Kong, it shall submit to the Government, within 14 calendar days of the date of the notification of award, a legal opinion in English containing the matters set out in Annex VI hereto with regard to the Purchaser which is incorporated or established outside Hong Kong as well as the Conditions of Sale and the Service Deed(s) to which it is a party and, as the Government may require, any additional legal opinion on all or any matters arising from its tender, the Conditions of Sale or the Service Deed(s) before a date to be specified by the Government. The legal opinion, containing the matters set out in Annex VI hereto, and any additional legal opinion must be issued by a lawyer or a firm of lawyers duly qualified to practise in the place where the Purchaser is incorporated or established. The legal opinion and any additional legal opinion must be addressed to and issued for the benefit of "The Government of the Hong Kong Special Administrative Region". The legal opinion and any additional legal opinion must also be satisfactory to the Government in all respects.

(b) Where any of the performance guarantor(s) providing the Performance Guarantee as referred to in paragraph 16 above is incorporated or established outside Hong Kong, the Purchaser(s) shall submit to the Government, within 14 calendar days of the date of the notification of award, a legal opinion in English containing the matters set out in Annex VI hereto with regard to the performance guarantor which is incorporated or established outside Hong Kong and the Performance Guarantee provided by it and, as the Government may require, any additional legal opinion on all or any matters arising from the performance guarantor or the Performance Guarantee before a date to be specified by the Government. The legal opinion, containing the matters set out in Annex VI hereto, and any additional legal opinion must be issued by a lawyer or a firm of lawyers duly qualified to practise in the place where the performance guarantor is incorporated or established. The legal opinion and any additional legal opinion must be addressed to and issued for the benefit

of “The Government of the Hong Kong Special Administrative Region”. The legal opinion and any additional legal opinion must also be satisfactory to the Government in all respects.

(c) Where the premium payment guarantor providing the Premium Payment Guarantee and Indemnity as referred to in paragraph 17 above is incorporated or established outside Hong Kong, the Purchaser(s) shall submit to the Government, within 14 calendar days of the date of the notification of award, a legal opinion in English containing the matters set out in Annex VI hereto with regard to the premium payment guarantor and the Premium Payment Guarantee and Indemnity and, as the Government may require, any additional legal opinion on all or any matters arising from the premium payment guarantor or the Premium Payment Guarantee and Indemnity before a date to be specified by the Government. The legal opinion, containing the matters set out in Annex VI hereto, and any additional legal opinion must be issued by a lawyer or a firm of lawyers duly qualified to practise in the place where the premium payment guarantor is incorporated or established. The legal opinion and any additional legal opinion must be addressed to and issued for the benefit of “The Government of the Hong Kong Special Administrative Region”. The legal opinion and any additional legal opinion must also be satisfactory to the Government in all respects.

19. (a) Tenderers and their directors, employees and agents shall not offer any advantage (as defined in the Prevention of Bribery Ordinance) to any employees of the Government or technical advisors of this tender appointed or engaged by the Government as an inducement to or reward for or otherwise on account of such employees’ or technical advisors’ giving assistance or using influence in, or having given assistance or used influence in this tender exercise. If a tenderer, any of his directors, employees or agents commits any offence under the said Ordinance in relation to this tender exercise, the Government may invalidate his tender without payment of any compensation. The tenderer will also be liable for all expenses including but not limited to the Government’s costs and expenses in the present tender and any subsequent tender(s) arising from or incidental to the invalidation.

(b) Tenderers and their directors, employees and agents shall not communicate to any person other than the Government their premium and non-premium offers (except as permitted under paragraphs 21(d)(ii) to 21(d)(xii) below), adjust their premium and non-premium offers by arrangement with any other person, make any arrangement with any other person about whether or not they or that other person should or should not tender or otherwise collude with any other person in any manner whatsoever in the tendering process until the tender is awarded. If a tenderer, any of his directors, employees or agents is in breach of or fails to comply with this paragraph or is in breach of his warranty given in the respective paragraph 8 of the Form of Tender (Premium Submission) and the Form of Tender (Non-Premium Submission), without affecting his liability for such breach or non-compliance, the Government may invalidate his tender without payment of any compensation. The tenderer will also be liable for all expenses including but not limited to the Government’s costs and expenses in the present tender and any subsequent tender(s) arising from or incidental to the invalidation.

(c) Paragraph 19(b) above shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with—

- (i) a joint venture partner with whom the tenderer has submitted his tender, and the Government has already been notified as to such joint venture arrangement in his tender;
- (ii) the tenderer’s parent company(ies) which has/have already been disclosed to the Government in his tender;

- (iii) the tenderer's proposed performance guarantor(s) for providing the Performance Guarantee(s), which has/have already been disclosed to the Government in his tender;
- (iv) the tenderer's proposed premium payment guarantor for providing the Premium Payment Guarantee and Indemnity, which has already been disclosed to the Government in his tender;
- (v) enterprises that may operate on Hung Shui Kiu Town Lot No. 19, Hung Shui Kiu Town Lot No. 23 or Hung Shui Kiu Town Lot No. 24, for the purpose of obtaining the information and supporting documents necessary for preparing the Non-Premium Submission in his tender;
- (vi) the tenderer's or tenderer's principal(s)' associated companies within the meaning of the Companies Ordinance, as the registered owners or the former registered owners of the Offered Lots, for the purpose of using the Compensation for the Offered Lots to offset the remaining balance of the premium referred to in paragraph 13(c)(ii) above;
- (vii) the tenderer's principal(s) or his principal(s)' parent company(ies) when the tenderer has submitted his tender as an agent for and on behalf of his principal(s), and the Government has already been notified as to such arrangement in his tender;
- (viii) the tenderer's consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy or sub-contracting arrangement rendered to the tenderer in relation to his tender;
- (ix) the tenderer's professional advisors, provided that the communications are held in strict confidence and limited to the information required for the advisors to render their professional advice to the tenderer in relation to his tender;
- (x) insurers or brokers for the purpose of obtaining an insurance quote for the tenderer in relation to his tender, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
- (xi) banks for the purpose of obtaining financing for the tendered lots and development thereon, provided that the communications are held in strict confidence and limited to the information required to facilitate obtaining that financing; and
- (xii) any person other than the Government, provided that the Government has given prior written consent to do so.

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

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

- (a) if a petition is presented or a proceeding is commenced which has not been withdrawn any time prior to the award of the tender, or an order is made or a resolution is passed for the winding up or bankruptcy of the tenderer;
- (b) if any false, inaccurate or incomplete statement or representation including personal data is contained in the tender or a promise or proposal is made knowingly that the tenderer will not be able to fulfil or deliver such promise or proposal;
- (c) if a claim is made alleging or the Government has grounds to believe that any thing(s), service(s) or material(s) proposed by the tenderer in his tender infringe or will infringe any intellectual property rights of any person; or
- (d) if the tenderer or his directors, employees and agents, after submission of tender and before the award of the tender, communicate with any person any details of the Premium Submission or the Non-Premium Submission submitted by him, other than the following–
 - (i) the Government;
 - (ii) a joint venture partner with whom the tenderer has submitted his tender, and the Government has already been notified as to such joint venture arrangement in his tender;
 - (iii) the tenderer's parent company(ies) which has/have already been disclosed to the Government in his tender;
 - (iv) the tenderer's proposed performance guarantor(s) for providing the Performance Guarantee(s), which has/have already been disclosed to the Government in his tender;
 - (v) the tenderer's proposed premium payment guarantor for providing the Premium Payment Guarantee and Indemnity, which has already been disclosed to the Government in his tender;
 - (vi) enterprises that may operate on Hung Shui Kiu Town Lot No. 19, Hung Shui Kiu Town Lot No. 23 or Hung Shui Kiu Town Lot No. 24, for the purpose of obtaining the information and supporting documents necessary for preparing the Non-Premium Submission in his tender;
 - (vii) the tenderer's or tenderer's principal(s)' associated companies within the meaning of the Companies Ordinance, as the registered owners or the former registered owners of the Offered Lots, for the purpose of using the Compensation for the Offered Lots to offset the remaining balance of the premium referred to in paragraph 13(c)(ii) above;
 - (viii) the tenderer's principal(s) or his principal(s)' parent company(ies) when the tenderer has submitted his tender as an agent for and on behalf of his principal(s), and the Government has already been notified as to such arrangement in his tender;

- (ix) the tenderer's consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy or sub-contracting arrangement rendered to the tenderer in relation to his tender;
- (x) the tenderer's professional advisors, provided that the communications are held in strict confidence and limited to the information required for the advisors to render their professional advice to the tenderer in relation to his tender;
- (xi) insurers or brokers for the purpose of obtaining an insurance quote for the tenderer in relation to his tender, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
- (xii) banks for the purpose of obtaining financing for the tendered lots and development thereon, provided that the communications are held in strict confidence and limited to the information required to facilitate obtaining that financing; and
- (xiii) any person other than the Government, provided that the Government has given prior written consent to do so.

22. The participation of the tenderers in this tender exercise (including but not limited to the preparation or submission of tenders) or any action taken by prospective tenderers shall be entirely at their own risk. The Government will not under any circumstances be liable to any of the tenderers or prospective tenderers for any costs, expenses, loss or damage whatsoever arising whether directly or indirectly out of or in connection with this invitation to tender irrespective of whether the Government actually proceeds with the grant of any of the 6 lots or not.

23. Tenderers are required to note that the Government will only answer questions of a general nature concerning the 6 lots and this tender exercise and will not provide legal or other advice in respect of the Conditions of Sale, the Service Deed(s), the Performance Guarantee(s), the Bank Bond(s), the Premium Payment Guarantee and Indemnity or any other documents referred to in this Tender Notice (including its annexes) or any statutory provisions relating to the 6 lots. All enquiries should be directed to Chief Estate Surveyor/Headquarters, Lands Department (Ms. LEUNG Chi Yan Jane) at Tel. No. 2231 3802 or Fax No. 2116 0764 or email address "HSKPilotArea@landsd.gov.hk". The Government reserves the right to disclose and disseminate in such format and by such media as the Government may at its absolute discretion think fit the contents of any written enquiries and the answers given in full or in part without the need to seek the prior agreement or consent of the enquirers. Tenderers are advised to keep track of any information released on the Lands Department's website (www.landsd.gov.hk) for the Government's response to enquiries.

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

accept any liability in respect of the adequacy, accuracy and completeness of or otherwise arising whether directly or indirectly out of or in relation to any statement, disclosure or action taken by the Government or its officers.

25. 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(s) and its or their parent company(ies) (in case the tender is submitted by an agent) has/have engaged, is/are engaging, or is/are 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.

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

FORM OF TENDER (Non-Premium Submission)

Tender for the respective grant of Hung Shui Kiu Town Lot No. 18 (hereinafter referred to as “HSKTL 18”), Hung Shui Kiu Town Lot No. 19 (hereinafter referred to as “HSKTL 19”), Hung Shui Kiu Town Lot No. 20 (hereinafter referred to as “HSKTL 20”), Hung Shui Kiu Town Lot No. 21 (hereinafter referred to as “HSKTL 21”), Hung Shui Kiu Town Lot No. 23 (hereinafter referred to as “HSKTL 23”) and Hung Shui Kiu Town Lot No. 24 (hereinafter referred to as “HSKTL 24”) for the respective terms of 50 years commencing from the dates of the respective Memorandums of Agreement (hereinafter referred to as “the Term”) at the rents specified in the respective Particulars of the Lot set out in the respective General and Special Conditions of Sale annexed to the Tender Notice (hereinafter collectively referred to as “Conditions of Sale”) and subject to the respective Conditions of Sale and the Service Deed(s) referred to in paragraph 15(a) of the Tender Notice (hereinafter referred to as “Service Deed(s)”), and delivery of the Performance Guarantee(s) and the Bank Bond(s) referred to in paragraph 16 of the Tender Notice (hereinafter respectively referred to as “the Performance Guarantee(s)” and “the Bank Bond(s)”) and the Premium Payment Guarantee and Indemnity (if applicable) referred to in paragraph 17 of the Tender Notice (hereinafter referred to as “the Premium Payment Guarantee and Indemnity”).

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

1. I/We.....
having read the foregoing Tender Notice, the respective Conditions of Sale and examined the sale plan(s) therein referred to, hereby offer to purchase collectively (*please tick one of the boxes*)–

☐ HSKTL 18, HSKTL 19, HSKTL 20 and HSKTL 21

or

☐ HSKTL 18, HSKTL 19, HSKTL 20, HSKTL 21 and HSKTL 23

or

☐ HSKTL 18, HSKTL 19, HSKTL 20, HSKTL 21 and HSKTL 24

or

☐ HSKTL 18, HSKTL 19, HSKTL 20, HSKTL 21, HSKTL 23 and HSKTL 24

(hereinafter collectively referred to as “the tendered lots”) at a premium set out in the Form of Tender (Premium Submission) submitted by me/us for the Term and develop HSKTL 19 and, if included in my/our tender as the tendered lots, HSKTL 23 or HSKTL 24 or both in accordance with my/our Non-Premium Submission submitted in accordance with paragraphs 4(a)(i), 4(b), 4(c) and 5 of the Tender Notice during the Term upon the terms and conditions set forth in the Tender Notice, the respective Conditions of Sale of the tendered lots and the Service Deed(s) (where applicable).

For the avoidance of doubt, this Form of Tender (Non-Premium Submission) and my/our Form of Tender (Premium Submission) together form and constitute my/our tender offer to purchase the tendered lots.

2. If this tender is accepted, then until the Memorandums of Agreement, the sale plan(s) referred to in paragraph 15(b) of the Tender Notice and the Service Deed(s) (where applicable) are all signed or executed, this tender together with the written acceptance thereof by the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”) shall constitute a binding agreement between me/us, my/our principal(s) (if I/we submit the tender as an agent for and on its/their behalf) and the Government.

3. (a) If this tender is accepted, *(please tick one of the boxes)*–

- ☐ (I) I/we shall sign or execute the Memorandum of Agreement in the form annexed to the Conditions of Sale and the sale plan(s) annexed to the Conditions of Sale for each of the tendered lots and the Service Deed(s) (where applicable) in accordance with paragraph 15 of the Tender Notice and shall procure and submit to the Government the Performance Guarantee(s) and the Bank Bond(s) in accordance with paragraph 16 of the Tender Notice. I/We hereby set out the name and address of my/our parent company (if any) and the name and contact details of its contact person as follows:

Name

Address

.....

.....

Name of contact person

Telephone number Facsimile number

or

- ☐ (II) I/we, acting as an agent for and on behalf of the principal set out in the first column of the table below, shall procure the principal to sign or execute the Memorandum of Agreement in the form annexed to the Conditions of Sale and the sale plan(s) annexed to the Conditions of Sale for each of the tendered lots and the Service Deed(s) (where applicable) in accordance with paragraph 15 of the Tender Notice and shall procure and submit to the Government the Performance Guarantee(s) and the Bank Bond(s) in accordance with paragraph 16 of the Tender Notice. I/We hereby set out in the second column of the table below the name and address of the parent company of the principal (if any) and the name and contact details of the contact person of the parent company.

Name and address of the principal, and the name and contact details of the contact person of the principal	Name and address of the parent company of the principal (if any), and the name and contact details of the contact person of the parent company
Name: Address: Name, telephone number and facsimile number of the contact person:	Name: Address: Name, telephone number and facsimile number of the contact person:

or

- ☐ (III) I/we, acting for myself or ourselves and/or as an agent(s) for and on behalf of the principal(s) as indicated in the second column of the table below (hereinafter referred to as “the Table”), designating myself or ourselves and/or the principal(s) set out in the third column of the Table as the respective Purchasers of the tendered lots set out opposite to the names of myself or ourselves and/or the principal(s) in the first column of the Table, shall sign or execute and/or procure the principal(s) to sign or execute the respective Memorandums of Agreement in the form annexed to the respective Conditions of Sale, the sale plan(s) annexed to the respective Conditions of Sale and the relevant Service Deed(s) (where applicable) in accordance with paragraph 15 of the Tender Notice and shall also procure and submit to the Government the Performance Guarantee(s) and the Bank Bond(s) in accordance with paragraph 16 of the Tender Notice. I/We hereby set out in the fourth column of the Table the name(s) and address(es) of the parent company(ies) (if any) of the tenderer or the principal(s) being the Purchasers of the tendered lots, and the name(s) and contact details of the contact person of the parent company(ies).

[illegible]

HSKTL 19	<p>Name of the tenderer:</p> <p>Capacity:</p> <p>*Acting for myself / ourselves</p> <p>*Acting as an agent for and on behalf of the following principal:</p> <p>Name and address of the principal:</p> <p><i>(*Delete where inapplicable)</i></p>	<p>Name:</p> <p>Address:</p> <p>Name, telephone number and facsimile number of the contact person:</p>	<p>Name:</p> <p>Address:</p> <p>Name, telephone number and facsimile number of the contact person:</p>
HSKTL 20	<p>Name of the tenderer:</p> <p>Capacity:</p> <p>*Acting for myself / ourselves</p> <p>*Acting as an agent for and on behalf of the following principal:</p> <p>Name and address of the principal:</p>	<p>Name:</p> <p>Address:</p> <p>Name, telephone number and facsimile number of the contact person:</p>	<p>Name:</p> <p>Address:</p> <p>Name, telephone number and facsimile number of the contact person:</p>

	<i>(*Delete where inapplicable)</i>		
HSKTL 21	<p>Name of the tenderer:</p> <p>Capacity:</p> <p>*Acting for myself / ourselves</p> <p>*Acting as an agent for and on behalf of the following principal:</p> <p>Name and address of the principal:</p> <p><i>(*Delete where inapplicable)</i></p>	<p>Name:</p> <p>Address:</p> <p>Name, telephone number and facsimile number of the contact person:</p>	<p>Name:</p> <p>Address:</p> <p>Name, telephone number and facsimile number of the contact person:</p>
<p>#HSKTL 23</p> <p><i>(#Delete if not one of the tendered lots)</i></p>	<p>Name of the tenderer:</p> <p>Capacity:</p> <p>*Acting for myself / ourselves</p> <p>*Acting as an agent for and on behalf of the following principal:</p>	<p>Name:</p> <p>Address:</p> <p>Name, telephone number and facsimile number of the contact person:</p>	<p>Name:</p> <p>Address:</p> <p>Name, telephone number and facsimile number of the contact person:</p>

	Name and address of the principal: <i>(*Delete where inapplicable)</i>		
#HSKTL 24 <i>(#Delete if not one of the tendered lots)</i>	Name of the tenderer: Capacity: *Acting for myself / ourselves *Acting as an agent for and on behalf of the following principal: Name and address of the principal: <i>(*Delete where inapplicable)</i>	Name: Address: Name, telephone number and facsimile number of the contact person:	Name: Address: Name, telephone number and facsimile number of the contact person:

(b) I/We also accept, acknowledge and confirm that the names of the tenderers or principals (as the case may be) specified in the third column of the Table will not be changed after the submission of my/our tender and that in the event that my/our tender for the tendered lots is accepted and awarded to me/us by the Government, the tenderers and/or the principals (as the case may be) specified in the third column of the Table will be the Purchasers of the respective tendered lots as designated in the Table.

4. A cheque certified good for payment up to 24 December 2026 by the bank on which it is drawn/A cashier's order made payable to "The Government of the Hong Kong Special Administrative Region" for HK\$50,000,000.00 is forwarded herewith as an initial deposit, which shall be applied in part payment of the premium for the tendered lots as provided in the respective Conditions of Sale of the tendered lots, if my/our tender is accepted.

5. If my/our tender is accepted, I/we will pay a further deposit (if required) and the balance of premium in the manner and within the time limit stated in paragraph 13(a) of the Tender Notice and my/our election in paragraph 5 of the Form of Tender (Premium Submission).

6. I/We agree that by submitting my/our tender, I/we consent to the disclosure by the Government of the information referred to in paragraphs 10(c) and 10(d) of the Tender Notice (hereinafter collectively referred to as “the Tender Bids and Scores Information”).

7. I/We accept and acknowledge that—

- (a) the Government has the absolute discretion to decide whether or not to disclose the Tender Bids and Scores Information;
- (b) the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by me/us or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise of the Government’s right to disclose the Tender Bids and Scores Information, or the use or dissemination of the Tender Bids and Scores Information by members of the public or otherwise, and that no claim whatsoever shall be made against the Government by me/us in respect of any such loss, damage, nuisance or disturbance; and
- (c) for the avoidance of doubt, my/our consent given under paragraph 6 above and the acceptance and acknowledgement under sub-paragraphs (a) and (b) above shall survive and continue to be binding on me/us, whether as the successful tenderer or the unsuccessful tenderer, and my/our principal(s) if I/we submit the tender for and on its/their behalf, after the award of the tender to the successful tenderer and after the signing or execution of the Memorandums of Agreement, the sale plan(s) and the Service Deed(s) (where applicable) referred to in paragraph 15 of the Tender Notice by the Purchaser(s) and the signing thereof on behalf of the Government.

8. I/We warrant that—

- (a) up to the date hereof, other than as provided under paragraph 9 below, I/we and my/our directors, employees and agents had not—
 - (i) communicated to any person my/our premium or non-premium offer;
 - (ii) adjusted my/our premium or non-premium offer by arrangement with any person;
 - (iii) made any arrangement with any person about whether or not I/we or that other person should or should not tender in this tender exercise; or
 - (iv) otherwise colluded with any person in any manner whatsoever in relation to this tender exercise; and
- (b) at any time hereinafter until the tender is awarded, other than as provided under paragraph 9 below, I/we and my/our directors, employees and agents will not—
 - (i) communicate to any person other than the Government my/our premium or non-premium offer;

- (ii) adjust my/our premium or non-premium offer by arrangement with any person;
- (iii) make any arrangement with any person about whether or not I/we or that other person should or should not tender in this tender exercise; or
- (iv) otherwise collude with any person in any manner whatsoever in relation to this tender exercise.

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

- (a) a joint venture partner with whom I/we have submitted my/our tender, and such joint venture arrangement has already been notified to the Government in my/our tender;
- (b) my/our parent company(ies) which has/have already been disclosed to the Government in my/our tender;
- (c) my/our proposed performance guarantor(s) for providing the Performance Guarantee(s), which has/have already been disclosed to the Government in my/our tender;
- (d) my/our proposed premium payment guarantor for providing the Premium Payment Guarantee and Indemnity, which has already been disclosed to the Government in his tender;
- (e) enterprises that may operate on HSKTL 19, HSKTL 23 or HSKTL 24, for the purpose of obtaining the information and supporting documents necessary for preparing the Non-Premium Submission submitted by me/us in accordance with paragraphs 4(a)(i), 4(b), 4(c) and 5 of the Tender Notice;
- (f) my/our or my/our principal(s)' associated companies within the meaning of the Companies Ordinance, Cap. 622, as the registered owners or the former registered owners of the Offered Lots, for the purpose of using the Compensation as defined in paragraph (20) of the Form of Offering Land to Offset the Remaining Balance of Premium Payable for the tendered lots under the Large-scale Land Disposal in Hung Shui Kiu / Ha Tsuen New Development Area referred to in paragraph 4(a)(ii) of the Tender Notice for the Offered Lots to offset the remaining balance of the premium referred to in paragraph 13(c)(ii) of the Tender Notice;
- (g) my/our principal(s) or my/our principal(s)' parent company(ies) when I/we have submitted my/our tender as an agent for and on behalf of my/our principal(s), and the Government has already been notified as to such arrangement in my/our tender;
- (h) my/our consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy or sub-contracting arrangement rendered to me/us in relation to my/our tender;
- (i) my/our professional advisors, provided that the communications are held in strict confidence and limited to the information required for the advisors to render their professional advice to me/us in relation to my/our tender;

- (j) insurers or brokers for the purpose of obtaining an insurance quote for me/us in relation to my/our tender, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
- (k) banks for the purpose of obtaining financing for the tendered lots and development thereon, provided that the communications are held in strict confidence and limited to the information required to facilitate obtaining that financing; and
- (l) any person other than the Government, provided that the Government has given prior written consent to do so.

Dated 20 .

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

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

Address of tenderer in block letters

Telephone number Facsimile number

- Notes:*
- (1) If the tender is made by one or more parties who intend to develop the tendered lots as a joint venture, then the tender must be signed by each of the joint venture partners.
 - (2) If the tender is made by two or more persons, then the tender must be signed by all of them. Please make further copies of the signing/execution page as appropriate.
 - (3) Tenders will not be considered unless they are accompanied by an initial deposit in the amount specified in paragraph 9 of the Tender Notice.
 - (4) A tenderer must set out the name and address of his parent company (if any) and the name of the contact person of his parent company (if any) or if he is acting as an agent for and on behalf of his principal(s), the name(s) and address(es) of the principal(s) and the name(s) of the contact person(s) of the principal(s) as well as the name(s) and address(es) of the parent company(ies) of the principal(s) (if any) and the name(s) of the contact person(s) of the parent company(ies) of the principal(s) (if any).

FORM OF TENDER (Premium Submission)

Tender for the respective grant of Hung Shui Kiu Town Lot No. 18 (hereinafter referred to as “HSKTL 18”), Hung Shui Kiu Town Lot No. 19 (hereinafter referred to as “HSKTL 19”), Hung Shui Kiu Town Lot No. 20 (hereinafter referred to as “HSKTL 20”), Hung Shui Kiu Town Lot No. 21 (hereinafter referred to as “HSKTL 21”), Hung Shui Kiu Town Lot No. 23 (hereinafter referred to as “HSKTL 23”) and Hung Shui Kiu Town Lot No. 24 (hereinafter referred to as “HSKTL 24”) for the respective terms of 50 years commencing from the dates of the respective Memorandums of Agreement (hereinafter referred to as “the Term”) at the rents specified in the respective Particulars of the Lot set out in the respective General and Special Conditions of Sale annexed to the Tender Notice (hereinafter collectively referred to as “Conditions of Sale”) and subject to the respective Conditions of Sale and the Service Deed(s) referred to in paragraph 15(a) of the Tender Notice (hereinafter referred to as “Service Deed(s)”), and delivery of the Performance Guarantee(s) and the Bank Bond(s) referred to in paragraph 16 of the Tender Notice (hereinafter respectively referred to as “the Performance Guarantee(s)” and “the Bank Bond(s)”) and the Premium Payment Guarantee and Indemnity (if applicable) referred to in paragraph 17 of the Tender Notice (hereinafter referred to as “the Premium Payment Guarantee and Indemnity”).

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

1. I/We.....
having read the foregoing Tender Notice, the respective Conditions of Sale and examined the sale plan(s) therein referred to, hereby offer to purchase collectively (*please tick one of the boxes*)–

☐ HSKTL 18, HSKTL 19, HSKTL 20 and HSKTL 21

or

☐ HSKTL 18, HSKTL 19, HSKTL 20, HSKTL 21 and HSKTL 23

or

☐ HSKTL 18, HSKTL 19, HSKTL 20, HSKTL 21 and HSKTL 24

or

☐ HSKTL 18, HSKTL 19, HSKTL 20, HSKTL 21, HSKTL 23 and HSKTL 24

(hereinafter collectively referred to as “the tendered lots”) at a premium of
Hong Kong Dollars (HK\$.....) for the Term and develop HSKTL 19 and, if included in my/our tender as the tendered lots, HSKTL 23 or HSKTL 24 or both in accordance with my/our Non-Premium Submission submitted in accordance with paragraphs 4(a)(i), 4(b), 4(c)

and 5 of the Tender Notice during the Term and upon the terms and conditions set forth in the Tender Notice, the respective Conditions of Sale of the tendered lots and the Service Deed(s) (where applicable). For the avoidance of doubt, this Form of Tender (Premium Submission) and my/our Form of Tender (Non-Premium Submission) together form and constitute my/our tender offer to purchase the tendered lots.

2. If this tender is accepted, then until the Memorandums of Agreement, the sale plan(s) referred to in paragraph 15(b) of the Tender Notice and the Service Deed(s) (where applicable) are all signed or executed, this tender together with the written acceptance thereof by the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”) shall constitute a binding agreement between me/us, my/our principal(s) (if I/we submit the tender as an agent for and on its/their behalf) and the Government.

3. (a) If this tender is accepted, *(please tick one of the boxes)*–

- ☐ (I) I/we shall sign or execute the Memorandum of Agreement in the form annexed to the Conditions of Sale and the sale plan(s) annexed to the Conditions of Sale for each of the tendered lots and the Service Deed(s) (where applicable) in accordance with paragraph 15 of the Tender Notice and shall procure and submit to the Government the Performance Guarantee(s) and the Bank Bond(s) in accordance with paragraph 16 of the Tender Notice. I/We hereby set out the name and address of my/our parent company (if any) and the name and contact details of its contact person as follows:

Name

Address

.....

Name of contact person

Telephone number Facsimile number

or

- ☐ (II) I/we, acting as an agent for and on behalf of the principal set out in the first column of the table below, shall procure the principal to sign or execute the Memorandum of Agreement in the form annexed to the Conditions of Sale and the sale plan(s) annexed to the Conditions of Sale for each of the tendered lots and the Service Deed(s) (where applicable) in accordance with paragraph 15 of the Tender Notice and shall procure and submit to the Government the Performance Guarantee(s) and the Bank Bond(s) in accordance with paragraph 16 of the Tender Notice. I/We hereby set out in the second column of the table below the name and address of the parent company of the principal (if any) and the name and contact details of the contact person of the parent company.

Name and address of the principal, and the name and contact details of the contact person of the principal	Name and address of the parent company of the principal (if any), and the name and contact details of the contact person of the parent company
Name: Address: Name, telephone number and facsimile number of the contact person:	Name: Address: Name, telephone number and facsimile number of the contact person:

or

- ☐ (III) I/we, acting for myself or ourselves and/or as an agent(s) for and on behalf of the principal(s) as indicated in the second column of the table below (hereinafter referred to as “the Table”), designating myself or ourselves and/or the principal(s) set out in the third column of the Table as the respective Purchasers of the tendered lots set out opposite to the names of myself or ourselves and/or the principal(s) in the first column of the Table, shall sign or execute and/or procure the principal(s) to sign or execute the respective Memorandums of Agreement in the form annexed to the respective Conditions of Sale, the sale plan(s) annexed to the respective Conditions of Sale and the relevant Service Deed(s) (where applicable) in accordance with paragraph 15 of the Tender Notice and shall also procure and submit to the Government the Performance Guarantee(s) and the Bank Bond(s) in accordance with paragraph 16 of the Tender Notice. I/We hereby set out in the fourth column of the Table the name(s) and address(es) of the parent company(ies) (if any) of the tenderer or the principal(s) being the Purchasers of the tendered lots, and the name(s) and contact details of the contact person of the parent company(ies).

Lot number of the tendered lots	Name of the tenderer and the capacity in which the tender is submitted	Name and address of the tenderer or the principal who shall be the Purchaser of the tendered lot set out opposite to the name of that tenderer or that principal in the first column of the Table and shall sign or execute the Memorandum of Agreement in the form annexed to the Conditions of Sale of the tendered lot and the sale plan(s) annexed to the Conditions of Sale of the tendered lot, and the name and contact details of the contact person of that tenderer or that principal	Name and address of the parent company (if any) of the tenderer or the principal being the Purchaser of the tendered lot, and the name and contact details of the contact person of the parent company
HSKTL 18	<p>Name of the tenderer:</p> <p>Capacity:</p> <p>*Acting for myself/ ourselves</p> <p>*Acting as an agent for and on behalf of the following principal:</p> <p>Name and address of the principal:</p> <p>(*Delete where inapplicable)</p>	<p>Name:</p> <p>Address:</p> <p>Name, telephone number and facsimile number of the contact person:</p>	<p>Name:</p> <p>Address:</p> <p>Name, telephone number and facsimile number of the contact person:</p>

HSKTL 19	<p>Name of the tenderer:</p> <p>Capacity:</p> <p>*Acting for myself /ourselves</p> <p>* Acting as an agent for and on behalf of the following principal:</p> <p>Name and address of the principal:</p> <p><i>(*Delete where inapplicable)</i></p>	<p>Name:</p> <p>Address:</p> <p>Name, telephone number and facsimile number of the contact person:</p>	<p>Name:</p> <p>Address:</p> <p>Name, telephone number and facsimile number of the contact person:</p>
HSKTL 20	<p>Name of the tenderer:</p> <p>Capacity:</p> <p>*Acting for myself / ourselves</p> <p>*Acting as an agent for and on behalf of the following principal:</p> <p>Name and address of the principal:</p>	<p>Name:</p> <p>Address:</p> <p>Name, telephone number and facsimile number of the contact person:</p>	<p>Name:</p> <p>Address:</p> <p>Name, telephone number and facsimile number of the contact person:</p>

	<i>(*Delete where inapplicable)</i>		
HSKTL 21	<p>Name of the tenderer:</p> <p>Capacity:</p> <p>*Acting for myself / ourselves</p> <p>*Acting as an agent for and on behalf of the following principal:</p> <p>Name and address of the principal:</p> <p><i>(*Delete where inapplicable)</i></p>	<p>Name:</p> <p>Address:</p> <p>Name, telephone number and facsimile number of the contact person:</p>	<p>Name:</p> <p>Address:</p> <p>Name, telephone number and facsimile number of the contact person:</p>
<p>#HSKTL 23</p> <p><i>(#Delete if not one of the tendered lots)</i></p>	<p>Name of the tenderer:</p> <p>Capacity:</p> <p>*Acting for myself / ourselves</p> <p>*Acting as an agent for and on behalf of the following principal:</p>	<p>Name:</p> <p>Address:</p> <p>Name, telephone number and facsimile number of the contact person:</p>	<p>Name:</p> <p>Address:</p> <p>Name, telephone number and facsimile number of the contact person:</p>

	Name and address of the principal: <i>(*Delete where inapplicable)</i>		
#HSKTL 24 <i>(#Delete if not one of the tendered lots)</i>	Name of the tenderer: Capacity: *Acting for myself / ourselves *Acting as an agent for and on behalf of the following principal: Name and address of the principal: <i>(*Delete where inapplicable)</i>	Name: Address: Name, telephone number and facsimile number of the contact person:	Name: Address: Name, telephone number and facsimile number of the contact person:

(b) I/We also accept, acknowledge and confirm that the names of the tenderers or principals (as the case may be) specified in the third column of the Table will not be changed after the submission of my/our tender and that in the event that my/our tender for the tendered lots is accepted and awarded to me/us by the Government, the tenderers and/or the principals (as the case may be) specified in the third column of the Table will be the Purchasers of the respective tendered lots as designated in the Table.

4. A cheque certified good for payment up to 24 December 2026 by the bank on which it is drawn/A cashier's order made payable to "The Government of the Hong Kong Special Administrative Region" for HK\$50,000,000.00 is forwarded with my/our Form of Tender (Non-Premium Submission) as an initial deposit, which shall be applied in part payment of the premium for the tendered lots as provided in the respective Conditions of Sale of the tendered lots, if my/our tender is accepted.

5. If my/our tender is accepted, I/we will pay a further deposit (if required) in the manner and within the time limit stated in paragraph 13(a) of the Tender Notice and *(please tick one of the boxes)*–

- ☐ (I) I/we will pay the balance of the premium in the manner and within the time limit stated in paragraph 13(b) of the Tender Notice.

or

- ☐ (II) I/we elect to pay the balance of the premium in stages in the manner and within the time limits stated in paragraph 13(c) of the Tender Notice but do not elect to offer to use the Compensation as defined in paragraph (20) of the Form of Offering Land to Offset the Remaining Balance of Premium Payable for the tendered lots under the Large-scale Land Disposal in Hung Shui Kiu / Ha Tsuen New Development Area referred to in paragraph 4(a)(ii) of the Tender Notice (the Form is hereinafter referred to as “the Form of Premium Offsetting” and the Compensation as defined therein is hereinafter referred to as “the Compensation”) for any land within the Northern Metropolis for offsetting the remaining balance of the premium referred to in paragraph 13(c)(ii) of the Tender Notice or any part thereof and I/we shall procure and submit to the Government the Premium Payment Guarantee and Indemnity in accordance with paragraph 17 of the Tender Notice. I/We hereby confirm that if my/our election aforesaid is accepted by the Government as notified in the letter referred to in paragraph 12 of the Tender Notice, , (hereinafter referred to as “the Premium Payment Guarantor”), being the parent company of the Purchaser (or if there is more than one Purchaser, one of the Purchasers), shall execute the Premium Payment Guarantee and Indemnity.

I/We accept, acknowledge and confirm that if I/we fail to prove to the satisfaction of the Government the Premium Payment Guarantor’s capability to guarantee the payment of the remaining balance of the premium referred to in paragraph 13(c)(ii) of the Tender Notice, my/our election to pay the balance of the premium in stages will not be accepted by the Government and I/we shall pay to the Government the balance of the premium in the manner and within the time limit stated in paragraph 13(b) of the Tender Notice.

I/We also accept, acknowledge and confirm that the Government does not bind itself to accept my/our election to pay the balance of the premium in stages in accordance with paragraph 13(c) of the Tender Notice and is not bound to give any reasons for the non-acceptance thereof, and I/we shall not raise any objection in relation thereto.

or

- ☐ (III) I/we elect to pay the balance of the premium in stages in the manner and within the time limits stated in paragraph 13(c) of the Tender Notice and to offer to use the Compensation as defined in paragraph (20) of the Form of Offering Land to Offset the Remaining Balance of Premium Payable for the tendered lots under the Large-scale Land Disposal in Hung Shui Kiu / Ha Tsuen New Development Area referred to in paragraph 4(a)(ii) of the Tender Notice (the Form is hereinafter referred to as “the Form of Premium Offsetting” and the Compensation as defined therein is hereinafter referred to as “the Compensation”) for the land within the Northern Metropolis and owned or formerly owned by the Purchaser(s) and/or its or their associated companies within the meaning of the Companies Ordinance, Cap. 622

(hereinafter collectively referred to as “Offered Lots” or each as “Offered Lot”) as set out in the completed Form of Premium Offsetting submitted in my/our tender to offset the remaining balance of the premium referred to in paragraph 13(c)(ii) of the Tender Notice or any part thereof and I/we shall procure and submit to the Government the Premium Payment Guarantee and Indemnity in accordance with paragraph 17 of the Tender Notice. I/We hereby confirm that if my/our election to pay the balance of the premium in stages in accordance with paragraph 13(c) of the Tender Notice is accepted by the Government as notified in the letter referred to in paragraph 12 of the Tender Notice, , (hereinafter referred to as “the Premium Payment Guarantor”), being the parent company of the Purchaser (or if there is more than one Purchaser, one of the Purchasers), shall execute the Premium Payment Guarantee and Indemnity.

I/We accept, acknowledge and confirm that if I/we fail to prove to the satisfaction of the Government the Premium Payment Guarantor’s capability to guarantee the payment of the remaining balance of the premium referred to in paragraph 13(c)(ii) of the Tender Notice, my/our election to pay the balance of the premium in stages in accordance with paragraph 13(c) of the Tender Notice will not be accepted by the Government and I/we shall pay to the Government the balance of the premium in the manner and within the time limit stated in paragraph 13(b) of the Tender Notice.

I/We also accept, acknowledge and confirm that the Government does not bind itself to accept my/our election to pay the balance of the premium in stages in accordance with paragraph 13(c) of the Tender Notice or my/our offer to use the Compensation for any Offered Lot to offset the remaining balance of the premium referred to in paragraph 13(c)(ii) of the Tender Notice or any part thereof pursuant to paragraph 13(d) of the Tender Notice and is not bound to give any reasons for the non-acceptance thereof, and that the Government may accept my/our election to pay the balance of the premium in stages in accordance with paragraph 13(c) of the Tender Notice without at the same time accepting my/our offer to use the Compensation for any Offered Lot to offset the remaining balance of the premium referred to in paragraph 13(c)(ii) of the Tender Notice or any part thereof pursuant to paragraph 13(d) of the Tender Notice and is not bound to give any reasons therefor, and I/we shall not raise any objection in relation thereto.

6. I/We agree that by submitting my/our tender, I/we consent to the disclosure by the Government of the information referred to in paragraphs 10(c) and 10(d) of the Tender Notice (hereinafter collectively referred to as “the Tender Bids and Scores Information”).

7. I/We accept and acknowledge that–

- (a) the Government has the absolute discretion to decide whether or not to disclose the Tender Bids and Scores Information;
- (b) the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by me/us or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise of the Government’s right to disclose the Tender Bids and Scores Information, or the use or dissemination of the Tender Bids and Scores Information by members of the public or otherwise, and that no claim whatsoever shall be made against the Government by me/us in respect of any such loss, damage, nuisance or disturbance; and

- (c) for the avoidance of doubt, my/our consent given under paragraph 6 above and the acceptance and acknowledgement under sub-paragraphs (a) and (b) above shall survive and continue to be binding on me/us, whether as the successful tenderer or the unsuccessful tenderer, and my/our principal(s) if I/we submit the tender for and on its/their behalf, after the award of the tender to the successful tenderer and after the signing or execution of the Memorandums of Agreement, the sale plan(s) and the Service Deed(s) (where applicable) referred to in paragraph 15 of the Tender Notice by the Purchaser(s) and the signing thereof on behalf of the Government.

8. I/We warrant that–

- (a) up to the date hereof, other than as provided under paragraph 9 below, I/we and my/our directors, employees and agents had not–
 - (i) communicated to any person my/our premium or non-premium offer;
 - (ii) adjusted my/our premium or non-premium offer by arrangement with any person;
 - (iii) made any arrangement with any person about whether or not I/we or that other person should or should not tender in this tender exercise; or
 - (iv) otherwise colluded with any person in any manner whatsoever in relation to this tender exercise; and
- (b) at any time hereinafter until the tender is awarded, other than as provided under paragraph 9 below, I/we and my/our directors, employees and agents will not–
 - (i) communicate to any person other than the Government my/our premium or non-premium offer;
 - (ii) adjust my/our premium or non-premium offer by arrangement with any person;
 - (iii) make any arrangement with any person about whether or not I/we or that other person should or should not tender in this tender exercise; or
 - (iv) otherwise collude with any person in any manner whatsoever in relation to this tender exercise.

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

- (a) a joint venture partner with whom I/we have submitted my/our tender, and such joint venture arrangement has already been notified to the Government in my/our tender;
- (b) my/our parent company(ies) which has/have already been disclosed to the Government in my/our tender;
- (c) my/our proposed performance guarantor(s) for providing the Performance Guarantee(s), which has/have already been disclosed to the Government in my/our tender;

- (d) my/our proposed premium payment guarantor for providing the Premium Payment Guarantee and Indemnity, which has already been disclosed to the Government in his tender;
- (e) enterprises that may operate on HSKTL 19, HSKTL 23 or HSKTL 24, for the purpose of obtaining the information and supporting documents necessary for preparing the Non-Premium Submission submitted by me/us in accordance with paragraphs 4(a)(i), 4(b), 4(c) and 5 of the Tender Notice;
- (f) my/our or my/our principal(s)' associated companies within the meaning of the Companies Ordinance, Cap. 622, as the registered owners or the former registered owners of the Offered Lots, for the purpose of using the Compensation for the Offered Lots to offset the remaining balance of the premium referred to in paragraph 13(c)(ii) of the Tender Notice;
- (g) my/our principal(s) or my/our principal(s)' parent company(ies) when I/we have submitted my/our tender as an agent for and on behalf of my/our principal(s), and the Government has already been notified as to such arrangement in my/our tender;
- (h) my/our consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy or sub-contracting arrangement rendered to me/us in relation to my/our tender;
- (i) my/our professional advisors, provided that the communications are held in strict confidence and limited to the information required for the advisors to render their professional advice to me/us in relation to my/our tender;
- (j) insurers or brokers for the purpose of obtaining an insurance quote for me/us in relation to my/our tender, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
- (k) banks for the purpose of obtaining financing for the tendered lots and development thereon, provided that the communications are held in strict confidence and limited to the information required to facilitate obtaining that financing; and
- (l) any person other than the Government, provided that the Government has given prior written consent to do so.

Dated 20 .

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

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

Address of tenderer in block letters

Telephone number

Facsimile number

- Notes:*
- (1) If the tender is made by one or more parties who intend to develop the tendered lots as a joint venture, then the tender must be signed by each of the joint venture partners.
 - (2) If the tender is made by two or more persons, then the tender must be signed by all of them. Please make further copies of the signing/execution page as appropriate.
 - (3) Tenders will not be considered unless they are accompanied by an initial deposit in the amount specified in paragraph 9 of the Tender Notice.
 - (4) A tenderer must set out the name and address of his parent company (if any) and the name of the contact person of his parent company (if any) or if he is acting as an agent for and on behalf of his principal(s), the name(s) and address(es) of the principal(s) and the name(s) of the contact person(s) of the principal(s) as well as the name(s) and address(es) of the parent company(ies) of the principal(s) (if any) and the name(s) of the contact person(s) of the parent company(ies) of the principal(s) (if any).

Requirements of Non-Premium Submission

Tender for Hung Shui Kiu Town Lot No. 18, Hung Shui Kiu Town Lot No. 19, Hung Shui Kiu Town Lot No. 20, Hung Shui Kiu Town Lot No. 21, Hung Shui Kiu Town Lot No. 23 and Hung Shui Kiu Town Lot No. 24

A tenderer must submit the following documents in its Non-Premium Submission referred to in the Tender Notice. Failure to provide any of such documents as required in items (1) and (2) below may result in the tender not passing Stage 1 Assessment – Completeness Checking of Non-Premium Submission (as set out in paragraph 1.2(a) of the Marking Scheme, at Annex II to the Tender Notice) and not being considered further. Failure to provide any of such documents as required in items (3) and (4) below may cause difficulties in the financial vetting (as set out in paragraph 1.3 of the Marking Scheme). If a tenderer seeks to rely on the experience from its lead participant or its direct parent/holding company in the assessment for criterion (7) in Stage 3 Assessment (see Note of paragraph 2.8 of the Marking Scheme), failure to provide the relevant information in item (4) below may cause difficulties in the relevant assessment.

- (1) A completed Form of Tenderer's Proposal (Appendix A to the Marking Scheme), attaching the relevant proposals and supporting documents. The Government will assess the above submission under Stage 3 Assessment – Technical Assessment.
- (2) Supporting documents for the proposed development at Hung Shui Kiu Town Lot No. 19 ("HSKTL 19"), and for the proposed development at Hung Shui Kiu Town Lot No. 23 ("HSKTL 23") or Hung Shui Kiu Town Lot No. 24 ("HSKTL 24") or both of HSKTL 23 and HSKTL 24 if they are comprised in the package ("Package of Lots") that the tenderer offers to purchase in the Form of Tender (Non-Premium Submission), including:
 - (a) an indicative development plan of each of the lot(s) ("Indicative Development Plan"), including site layout, building disposition, number of storeys (including level(s) of basement, if any) and their respective gross floor areas, headroom and floor loading, with the proposed gross floor area to be occupied for operation of strategic industry(ies) indicated, ancillary loading/unloading and parking spaces, vehicular and pedestrian access and preferably a facade rendering showing the architectural elevation of the building structures. See also Note 2 of paragraph 2.2 of the Marking Scheme;
 - (b) a project development programme ("Project Development Programme") indicating the sequence and manner of various activities with relevant timescales for completing the proposed development on each of the lot(s) in compliance with the respective Conditions of Sale and the technical proposals. The Project

Development Programme must include all major milestones, including the date of signing or execution of the respective Memorandum of Agreement, the proposed Operation Commencement Date (as defined in paragraph 1.2(b)(ii) of the Marking Scheme), and the date of fulfilling the building covenant in the relevant Conditions of Sale. See also Note 3 of paragraph 2.4 of the Marking Scheme;

- (3) (I) The tenderer must demonstrate that each of the Purchaser(s) of HSKTL 19, HSKTL 23 and/or HSKTL 24, as the case may be, is financially capable of fulfilling its obligations under the respective Conditions of Sale, Memorandum of Agreement, and Service Deed, and that each of the proposed performance guarantor(s) under the Performance Guarantee for HSKTL 19, HSKTL 23 and/or HSKTL 24, as the case may be, is an incorporated company and financially capable of performing its obligations under the respective Performance Guarantee. If the tenderer elects to pay the balance of the premium in stages in his tender pursuant to paragraph 13(c) of the Tender Notice, the tenderer must demonstrate that the proposed premium payment guarantor under the Premium Payment Guarantee and Indemnity is an incorporated company and financially capable of performing its obligations under the Premium Payment Guarantee and Indemnity. For this purpose, the tenderer must submit such financial information and financial statements as evidence of the financial capability of each of the Purchaser(s) of HSKTL 19, HSKTL 23 and/or HSKTL 24, as the case may be, the proposed performance guarantor(s) for HSKTL 19, HSKTL 23 and/or HSKTL 24, as the case may be, and the proposed premium payment guarantor (if applicable) (the said Purchaser(s), the proposed performance guarantor(s) and the proposed premium payment guarantor are collectively referred to as the “Targets”), including but not limited to the following:

(a) financial statements in respect of each of the Targets including:

- (i) originals (or copies certified by the Target’s auditors) of the audited accounts of each Target for each of the three (3) financial years prior to the date on which the tenderer submits its tender, or for each of the financial years since the date of its incorporation if the Target is a newly incorporated company. The audited accounts must comply with the following requirements:
 - (1) the latest audited accounts must be for a period ending no more than eighteen (18) months before the date on which the tenderer submits its tender;
 - (2) the audited accounts must contain the directors’ report, auditors’ report, statement of financial position (also referred to as balance sheet), statement of profit or loss, and other comprehensive income (also referred to as income statement), statement of changes in equity, statement of cash flows and notes to the accounts;
 - (3) all such financial statements must have been audited by a certified public accountant (practising) as defined in the Accounting and Financial

Reporting Council Ordinance (Chapter 588 of the Laws of Hong Kong) or, for a company which is incorporated outside the Hong Kong Special Administrative Region (“Hong Kong”), by auditors recognised by the local law of the place of the company’s incorporation;

- (4) in the event any such audited accounts are in a language other than Chinese or English, a full translation of such audited accounts into English certified as accurate by the respective consulate or a notary public registered in Hong Kong must also be provided;
 - (5) the basis and policies of accounting adopted for the purpose of preparing each set of audited accounts in respect of the last three (3) financial years prior to the date on which the tenderer submits its tender, or for each of the financial years since the date of incorporation if the Target is a newly incorporated company, shall be the same; and each set of audited accounts shall have been prepared in accordance with accounting principles generally accepted in Hong Kong and the disclosure requirements of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (“CO”); and
 - (6) if a Target is an unincorporated partnership or unincorporated joint venture, audited accounts for each participant in such unincorporated partnership or unincorporated joint venture must be submitted in the same manner prescribed in (1) to (5) above if the participants are incorporated bodies;
- (ii) management accounts covering the period commencing immediately after the end of the last financial year up to a date not earlier than three (3) months before the date on which the tenderer submits its tender (if such period has not already been covered by the latest audited accounts). The management accounts shall have been prepared on the same basis and policies of accounting as were adopted in the preparation of the audited accounts for the last three (3) financial years prior to the date on which the tenderer submits its tender, or for each of the financial years since the date of incorporation if the Target is a newly incorporated company, and in accordance with accounting principles generally accepted in Hong Kong;
- (iii) unaudited financial statements in respect of the Target are acceptable only if the Target is a newly incorporated company where the first accounts are not yet available or the Target is an unincorporated partnership or unincorporated joint venture where audited accounts are not mandatorily required. If a Target is a newly incorporated company or an unincorporated partnership or unincorporated joint venture, originals or certified true copies of past tax records such as profits tax assessments issued by the Inland Revenue Department for the three (3) financial years (if available) prior to the tender submission date must be provided. The unaudited financial statements and

tax records must be certified by the sole proprietor in the case of a sole proprietorship, each joint venture participant in the case of an unincorporated joint venture, each partner in the case of an unincorporated partnership, or a director in the case of a newly incorporated company or by certified public accountants (practising) or other accountants acceptable to the Government; and

- (iv) the management accounts mentioned in (ii) above and the unaudited financial statements mentioned in (iii) above in respect of the Targets must be certified by the sole proprietor in the case of a sole proprietorship, each joint venture participant in the case of an unincorporated joint venture, each partner in the case of an unincorporated partnership, or a director in the case of a company or by certified public accountants (practicing) or other accountants acceptable to the Government;
- (b) If a Target is incorporated within twelve (12) months immediately preceding the day on which the Tender Closing Time falls as mentioned in paragraphs 4(c) and 6 of the Tender Notice, the information of each shareholder of such Target required under (a) above shall also be provided;
- (c) original letter from each of the proposed performance guarantor(s) undertaking to submit to the Government the Performance Guarantee as required in paragraph 16 of the Tender Notice;
- (d) if applicable, original letter from the proposed premium payment guarantor undertaking to submit to the Government the Premium Payment Guarantee and Indemnity as required in paragraph 17 of the Tender Notice;
- (e) documentary evidence showing that the Targets have adequate financial resources or backing, complying with the following requirements:
 - (i) original letter(s) from bank(s), where applicable, confirming lines of credit facilities available to the Target and the current undrawn/unutilised balances of such facilities, stipulating the expiry dates of the facilities, and confirming balances of the Target's bank accounts and deposits, as at a date to fall on or after the 3rd day of March 2026;
 - (ii) any other information in support of the Target having sufficient working capital to fulfil its obligations, such as agreements confirming long-term loans obtained, or to be obtained, from its parent/holding company, directors, or shareholders/partners/proprietor, or information showing the amount of paid-up capital, credit line, reserve and any other financing support agreement;
 - (iii) copies (certified by the sole proprietor, partners, directors or company secretary of the Target) of letters of undertaking, minutes of board meetings or returns of allotment of shares to support injection of capital, where applicable;
 - (iv) if a Target is to be financially supported or guaranteed by its parent/holding

and/or associate company (as defined in section 2(1) of the CO), and/or its shareholder(s) (collectively, a “Guarantor”), a written confirmation from the Guarantor that it is willing to provide financial support or guarantee to the Target. The wordings of such confirmation must be specific and constitute a financial support or guarantee to the Target for the due and faithful performance of the obligations. Where the support is limited by value, such value must be clearly stated on the confirmation; and

- (v) if a Target is an unincorporated partnership or unincorporated joint venture, documentary evidence for each participant in such unincorporated partnership or unincorporated joint venture must be submitted in the same manner prescribed in (i) to (iv) above;
- (f) the projected annual statements of profit or loss and other comprehensive income and statements of cash flows in respect of all the expenditure to be incurred and income to be generated from the performance of the respective Conditions of Sale, and Service Deed by the respective Purchaser of HSKTL 19, HSKTL 23 and/or HSKTL 24, as the case may be, covering the period starting from the contract award date and continuing through to the last day of the financial year in which breakeven is expected to have reached complying with the following requirements:
 - (i) the projections must be certified by the sole proprietor in the case of a sole proprietorship, each joint venture participant in the case of an unincorporated joint venture, each partner in the case of an unincorporated partnership, or a chief executive in the case of a company;
 - (ii) the assumptions used in preparing the projections must be reasonable and must be clearly stated. All supporting schedules and detailed calculations shall also be submitted in full;
 - (iii) the projections must include at least the initial deposit and balance of the land premium, the timeline and phasing of investments in fixed assets (see also paragraph 2.5 of the Marking Scheme), sources of funding (internal and external), and indicators of operational sustainability. The projections must encompass the projected revenue, details of operating expenses, capital expenditure, sources of finance, and other particulars demonstrating how the Purchaser will fulfill its obligations under the respective Conditions of Sale and the Service Deed; and
 - (iv) in so far as the estimated profits or any part thereof are derived and based on any assumed sources of income which require the Government’s approval in advance, the Government’s acceptance of its tender shall not constitute or imply any approval of such sources of income by the Government. The Government shall not be deemed to have accepted or endorsed any financial projections, including statements of profit and or loss and other comprehensive income and statements of cash flows, submitted by the tenderer or the

assumptions set out therein merely by accepting any tender which incorporates such accounts; and

- (g) any other additional financial information as may be requested by the Government.
- (II) If a Target is financially supported or guaranteed by its Guarantor, the financial capability assessment will be made on the Guarantor as if it were the Target.
- (III) If a Target is an unincorporated partnership or unincorporated joint venture, the financial capability assessment will apply to each participant of the unincorporated partnership or unincorporated joint venture.
- (IV) If a Target is a “subsidiary” (as defined in section 2(1) of the CO) of another company, apart from the “company only” financial statements reflecting financial position and results of the Target itself referred to in (I)(a) above, the audited consolidated group financial statements reflecting the financial position of the “group of companies” (as defined in section 2(1) of the CO) as a whole shall also be provided.
- (4) A completed Particulars of Tenderer (Appendix A to this Annex I to the Tender Notice).
- (5) The Government may engage advisor(s) outside the Government for the purpose of conducting the vetting of financial capability of the Targets in the tender evaluation. By submitting the information stated in (3) and (4) above, the tenderer gives his consent to the disclosure of such information to the advisor(s) outside the Government for the purpose of the tender evaluation, and is deemed to have obtained the consent from each individual and business whose personal data and business information is provided in the tender for the disclosure, use and further disclosure by the Government for the purpose of tender evaluation.

Particulars of Tenderer

- (1) (a) Name of tenderer in block letters: _____ (in English)

(in Chinese, if applicable)
- (b) Address in block letters: _____

- (c) Nature of business: Incorporated/Unincorporated
(please delete as appropriate)
- (d) Years of establishment: _____
- (e) For incorporated company:
Names of shareholders of the incorporated company and their respective shareholdings or equity interests in percentages:

.....
- (f) For unincorporated business, e.g. a partnership or a joint venture:
Names of all participants of unincorporated business and their respective percentage of participation and interest. (Please state which participant is leading the unincorporated business. For a new unincorporated business, details of the nature and the proposed roles of the participants shall be provided.):

.....

(g) Names and residential addresses of the following, where appropriate:

Directors of company,
partners of partnership or
members of joint venture:
.....
.....
.....

(h) A copy of the Memorandum and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any), the latest Annual Return filed with the Companies Registry, the shareholders' agreement, partnership agreement, or other documents evidencing its corporate and business status.

(Please specify the document which is attached):

.....
.....
.....

(i) A copy of the current Business Registration Certificate (or equivalent document). The Business Registration Certificate shall bear a machine printed line to show that full registration fee has been effected (Please specify the document which is attached):

.....
.....
.....
.....

The number of the Business Registration Certificate (or equivalent document) is:

.....
The date of expiry of the Business Registration Certificate (or equivalent document) is:
.....

(j) Name of contact person(s) in
block letters:

(k) Telephone number: Facsimile number:

(2) For tenderer which is an incorporated company:

(a) Name of direct parent/holding company in block letters (if any): _____ (in English)

(in Chinese, if applicable)

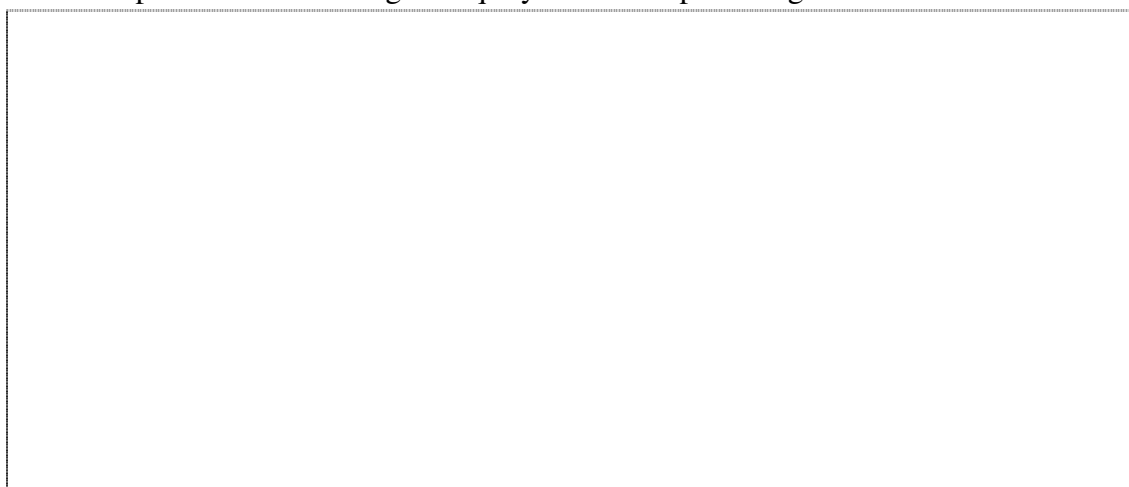
(b) Places and details of incorporation of the direct parent/holding company: _____

(c) Name of ultimate parent/holding company in block letters (if any): _____ (in English)

(in Chinese, if applicable)

(d) Places and details of incorporation of ultimate parent/holding company: _____

(e) Diagram showing the relationship between the tenderer, the direct parent/holding company and its respective shareholdings or equity interest in percentage.



(f) Name of contact person(s) in block letters: _____

(g) Telephone number: Facsimile number:

(3) For tenderer which is an unincorporated business:

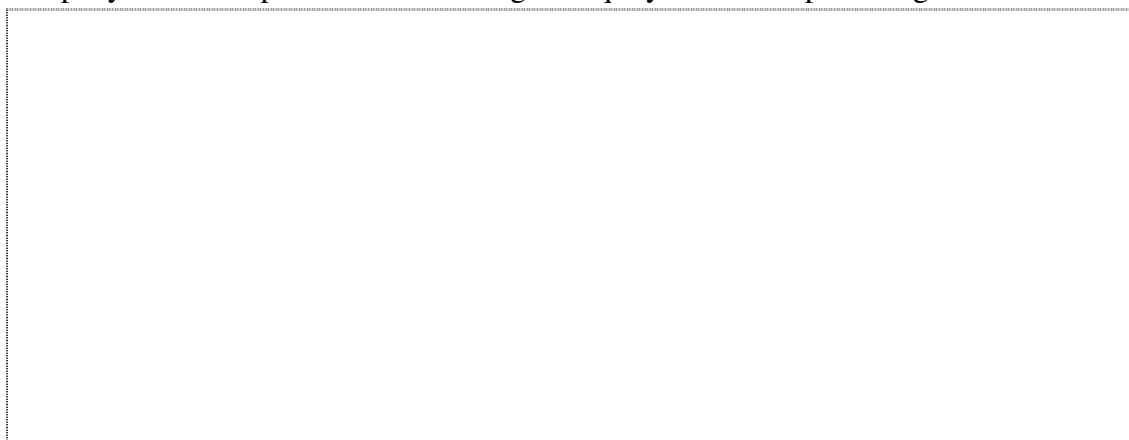
(a) Name of direct parent/holding company of lead participant in block letters (if any): _____ (in English)
_____ (in Chinese, if applicable)

(b) Places and details of incorporation of the direct parent/holding company of lead participant: _____

(c) Name of ultimate parent/holding company of lead participant in block letters (if any): _____ (in English)
_____ (in Chinese, if applicable)

(d) Places and details of incorporation of ultimate parent/holding company of lead participant: _____

(e) Diagram showing the relationship between the lead participant, the direct parent/holding company and its respective shareholdings or equity interest in percentage.



(f) Name of contact person(s) in block letters: _____

(g) Telephone number: Facsimile number:

(4) If the tenderer is acting as an agent for and on behalf of the principal(s), particulars of each principal (Please make further copies of the form as appropriate):

(a) Name of principal in block letters: _____ (in English)

(in Chinese, if applicable)

(b) Address in block letters:

(c) Nature of business: Incorporated/Unincorporated
(please delete as appropriate)

(d) Years of establishment:

(e) For incorporated company:

Names of shareholders of the incorporated company and their respective shareholdings or equity interests in percentages:

(f) For unincorporated business, e.g. a partnership or a joint venture:

Names of all participants of unincorporated business and their respective percentage of participation and interest. (Please state which participant is leading the unincorporated business. For a new unincorporated business, details of the nature and the proposed roles of the participants shall be provided.):

(g) Names and residential addresses of the following, where appropriate:

Directors of company,
partners of partnership or
members of joint venture:
.....
.....
.....

(h) A copy of the Memorandum and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any), the latest Annual Return filed with the Companies Registry, the shareholders' agreement, partnership agreement, or other documents evidencing its corporate and business status.

(Please specify the document which is attached):

.....
.....
.....

(i) A copy of the current Business Registration Certificate (or equivalent document). The Business Registration Certificate shall bear a machine printed line to show that full registration fee has been effected (Please specify the document which is attached):

.....
.....
.....
.....

The number of the Business Registration Certificate (or equivalent document) is:

.....

The date of expiry of the Business Registration Certificate (or equivalent document) is:

.....

(j) Name of contact person(s) in
block letters:

(k) Telephone number: Facsimile number:

(5) If the principal(s) is/are an incorporated company(ies) (Please make further copies of the form as appropriate):

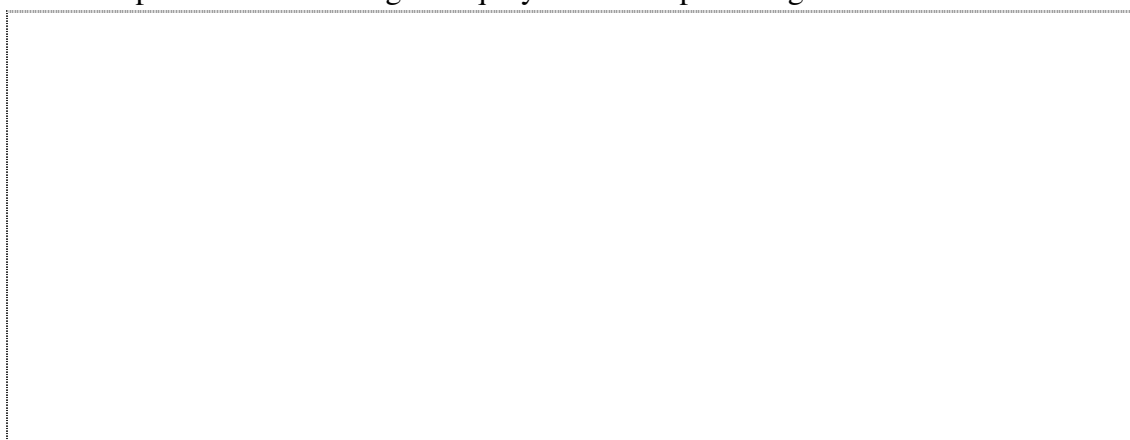
(a) Name of direct parent/holding company of the principal in block letters (if any): _____ (in English)
_____ (in Chinese, if applicable)

(b) Places and details of incorporation of the direct parent/holding company: _____

(c) Name of ultimate parent/holding company in block letters (if any): _____ (in English)
_____ (in Chinese, if applicable)

(d) Places and details of incorporation of ultimate parent/holding company: _____

(e) Diagram showing the relationship between the principal, the direct parent/holding company and its respective shareholdings or equity interest in percentage.



(f) Name of contact person(s) in block letters: _____

(g) Telephone number: Facsimile number:

(6) If the principal(s) is/are an unincorporated business(es) (Please make further copies of the form as appropriate):

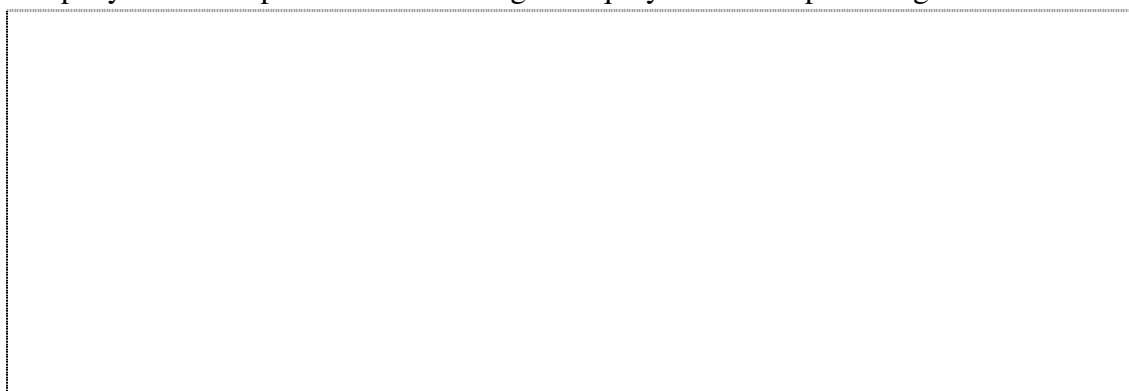
(a) Name of direct parent/holding company of lead participant in block letters (if any): _____ (in English)
_____ (in Chinese, if applicable)

(b) Places and details of incorporation of the direct parent/holding company of lead participant: _____

(c) Name of ultimate parent/holding company of lead participant in block letters (if any): _____ (in English)
_____ (in Chinese, if applicable)

(d) Places and details of incorporation of ultimate parent/holding company of lead participant: _____

(e) Diagram showing the relationship between the lead participant, the direct parent/holding company and its respective shareholdings or equity interest in percentage.



(f) Name of contact person(s) in block letters: _____

(g) Telephone number: Facsimile number:

Marking Scheme
Tender for Hung Shui Kiu Town Lot No.18,
Hung Shui Kiu Town Lot No. 19,
Hung Shui Kiu Town Lot No. 20,
Hung Shui Kiu Town Lot No. 21,
Hung Shui Kiu Town Lot No. 23,
and Hung Shui Kiu Town Lot No. 24

Section 1

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

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

1.2 The tender evaluation procedure consists of the following six stages –

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

Each Non-Premium Submission will be checked to see whether all the documents as required in items (1) and (2) under the first paragraph of the Requirements of Non-Premium Submission at Annex I to the Tender Notice have been submitted. The content or validity of the submitted documents will not be assessed at this stage. A tender may not pass Stage 1 Assessment and may not be considered further if any document as required in items (1) and (2) under the first paragraph of the Requirements of Non-Premium Submission at Annex I to the Tender Notice has not been submitted in the Non-Premium Submission. Only those Non-Premium Submissions that pass Stage 1 Assessment will proceed to Stage 2 Assessment.

In the event that the proposals in the Non-Premium Submission are not accompanied by any or all of the required documents, the Government reserves the rights to decide in its absolute discretion whether to request the missing document(s) and whether the tender may be considered further. If the Government decides to consider such tenders, the tenderers shall on request submit all or any required documents to the Government within such time limit as the Government may specify.

For the purposes of this Marking Scheme, “Conforming Tender” means (i) in relation to Stage 2 Assessment, a Non-Premium Submission that passed Stage 1 Assessment; (ii) in relation to Stage 3 Assessment, a Non-Premium Submission that passed Stage 1 Assessment and met all Mandatory Requirements of Non-Premium Submission (as hereinafter defined) in Stage 2

Assessment; (iii) in relation to Stage 4 Assessment, a Non-Premium Submission that passed Stage 1 Assessment, met all Mandatory Requirements of Non-Premium Submission in Stage 2 Assessment, and was awarded a weighted technical score by the Assessment Panel (as hereinafter defined) in Stage 3 Assessment; and (iv) in relation to Stages 5 and 6 Assessments, a tender that passed Stage 1 Assessment, met all Mandatory Requirements of Non-Premium Submission in Stage 2 Assessment, was awarded a weighted technical score by the Assessment Panel in Stage 3 Assessment, and met all Mandatory Requirements of Premium Submission (as hereinafter defined) in Stage 4 Assessment.

(b) ***Stage 2 Assessment – Mandatory Requirement Checking of Non-Premium Submission***

Each Conforming Tender will be checked to see whether the Non-Premium Submission has complied with all mandatory requirements (“Mandatory Requirements of Non-Premium Submission”), which are –

- (i) the tenderer must submit in Item 1 of Appendix A to this Marking Scheme a proposal on the industry (“Industry Proposal”) to be developed on (i) Hung Shui Kiu Town Lot No. 19 (“HSKTL 19”) and (ii) Hung Shui Kiu Town Lot No. 23 (“HSKTL 23”) and/or Hung Shui Kiu Town Lot No. 24 (“HSKTL 24”) if they or any of them is/are comprised in the package (“Package of Lots”) that the tenderer offers to purchase in the Form of Tender (Non-Premium Submission). The Industry Proposal shall not involve any uses that are not permitted under the Conditions of Sale for the relevant lot;
- (ii) the tenderer must propose a period for commencement of operation in number of calendar months, which is the period counted from the date of signing or execution of the Memorandum of Agreement to the date of commencement of operation of the development (“Operation Commencement Date”), in Item 3 of Appendix A to this Marking Scheme for (i) HSKTL 19, and (ii) HSKTL 23 and/or HSKTL 24 if they are comprised in the Package of Lots, which shall not be more than 96 calendar months. A gross floor area (“GFA”) of at least (i) 15,285 square metres (“m²”) on HSKTL 19, and (ii) 34,861 m² on HSKTL 23 and/or 32,454 m² on HSKTL 24 if they are comprised in the Package of Lots, shall be developed and put into operation by the Operation Commencement Date; and
- (iii) the tenderer shall not make any proposals to any lots other than the lots comprised in the Package of Lots.

Any tender with Non-Premium Submission that does not comply with any of the Mandatory Requirements of Non-Premium Submission will not be considered further. Each tender with Non-Premium Submission that passed Stage 1 Assessment and met all Mandatory Requirements of Non-Premium Submission will be further evaluated in Stage 3 Assessment.

(c) **Stage 3 Assessment – Technical Assessment**

Each Conforming Tender will be assessed according to the assessment criteria set out in Section 2 of this Marking Scheme.

Stage 3 Assessment will be conducted by an assessment panel set up by the Development Bureau (“Assessment Panel”). Marks will be given in respect of HSKTL 19, HSKTL 23 and HSKTL 24 individually. The overall technical mark in respect of each lot will be the sum of marks awarded under all the assessment criteria in Section 2 of this Marking Scheme in respect of each lot. The overall technical mark will carry a weighting of 70%. Upon completion of Stage 3 Assessment, weighted technical score(s) for each Conforming Tender will be calculated according to the category (“Category”) that the Conforming Tender belongs. The Category is classified as follows –

- (i) A Conforming Tender belongs to Category 1 if the tender is submitted for Hung Shui Kiu Town Lot No. 18 (“HSKTL 18”), HSKTL 19, Hung Shui Kiu Town Lot No. 20 (“HSKTL 20”) and Hung Shui Kiu Town Lot No. 21 (“HSKTL 21”) (HSKTL 18, HSKTL 19, HSKTL 20 and HSKTL 21 are collectively referred to as “the Mandatory Lots”);
- (ii) A Conforming Tender belongs to Category 2 if the tender is submitted for the Mandatory Lots and HSKTL 23;
- (iii) A Conforming Tender belongs to Category 3 if the tender is submitted for the Mandatory Lots and HSKTL 24; and
- (iv) A Conforming Tender belongs to Category 4 if the tender is submitted for the Mandatory Lots, HSKTL 23 and HSKTL 24.

The weighted technical score for HSKTL 19, HSKTL 23 and HSKTL 24 will be calculated according to the following formulae –

Weighted technical score in respect of HSKTL 19 (hereinafter referred to as ‘weighted technical score “A”’)	$= 70 \times \frac{\text{Overall technical mark in respect of HSKTL 19 of the tender being considered}}{\text{Highest overall technical mark in respect of HSKTL 19 among all Conforming Tenders}}$
Weighted technical score in respect of HSKTL 23 (hereinafter referred to as ‘weighted technical score “B”’)	$= 70 \times \frac{\text{Overall technical mark in respect of HSKTL 23 of the tender being considered}}{\text{Highest overall technical mark in respect of HSKTL 23 among all Conforming Tenders}}$
Weighted technical score in respect of HSKTL 24 (hereinafter referred to as ‘weighted technical score “C”’)	$= 70 \times \frac{\text{Overall technical mark in respect of HSKTL 24 of the tender being considered}}{\text{Highest overall technical mark in respect of HSKTL 24 among all Conforming Tenders}}$

Weighted average technical score in respect of HSKTL 23 and HSKTL 24 (hereinafter referred to as ‘weighted technical score “D”’)	$= 70 \times \frac{\text{Average of the overall technical mark in respect of HSKTL 23 and the overall technical mark in respect of HSKTL 24 of the tender being considered}}{\text{Highest of the average of the overall technical mark in respect of HSKTL 23 and the overall technical mark in respect of HSKTL 24 among all Conforming Tenders}}$
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For Conforming Tenders in Category 1 –

Weighted technical score of the Conforming Tenders in Category 1 (maximum 70)	$= \text{weighted technical score “A”}$
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For Conforming Tenders in Category 2 –

Weighted technical score of the Conforming Tenders in Category 2 (maximum 77)	$= \text{weighted technical score “A”} + 10\% \times \text{weighted technical score “B”}$
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For Conforming Tenders in Category 3 –

Weighted technical score of the Conforming Tenders in Category 3 (maximum 77)	$= \text{weighted technical score “A”} + 10\% \times \text{weighted technical score “C”}$
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For Conforming Tenders in Category 4 –

Weighted technical score of the Conforming Tenders in Category 4 (maximum 91)	$= \text{weighted technical score “A”} + 30\% \times \text{weighted technical score “D”}$
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(d) ***Stage 4 Assessment – Premium Submission Assessment***

Each Conforming Tender will be checked to see whether the Premium Submission has complied with all mandatory requirements (“Mandatory Requirements of Premium Submission”), which are –

- (i) a tenderer that has submitted a tender for any package pursuant to paragraphs 3(b), 3(c), or 3(d) of the Tender Notice shall complete the Form of Premium Breakdown at the table at Appendix B to this Marking Scheme. The premium breakdown of the relevant lot(s) (“Premium Breakdown”) shall not exceed the total land premium offered by the tenderer as stated in paragraph 1 of the Form of Tender (Premium Submission) (“total land premium offered”); and

- (ii) the tenderer shall not provide any premium breakdown of any lot other than those comprised in the Package of Lots.

A Conforming Tender will not be considered further if the Premium Submission has not complied with any of the Mandatory Requirements of Premium Submission.

(e) ***Stage 5 Assessment – Calculation of Land Premium Score***

Each Conforming Tender will have weighted land premium score(s) calculated based on the land premium offered for the grant of the Package of Lots, to be conducted by the Assessment Panel. The land premium score will carry a weighting of 30%. Upon completion of Stage 5 Assessment, the weighted land premium score(s) for each Conforming Tender will be calculated according to the Category which it belongs.

The weighted land premium score will be calculated according to the following formulae –

Weighted land premium score for the Mandatory Lots (hereinafter referred to as ‘weighted land premium score “A”’)	= 30 x	$\frac{\text{Land premium offered for the Mandatory Lots (i.e. total land premium offered less the Premium Breakdown) of the tender being considered}}{\text{Highest of the land premium offered for the Mandatory Lots (i.e. total land premium offered less the Premium Breakdown) among all Conforming Tenders}}$
Weighted land premium score for HSKTL 23 (hereinafter referred to as ‘weighted land premium score “B”’)	= 30 x	$\frac{\text{Premium Breakdown of HSKTL 23}}{\text{Highest Premium Breakdown of HSKTL 23 among all Conforming Tenders}}$
Weighted land premium score for HSKTL 24 (hereinafter referred to as ‘weighted land premium score “C”’)	= 30 x	$\frac{\text{Premium Breakdown of HSKTL 24}}{\text{Highest Premium Breakdown of HSKTL 24 among all Conforming Tenders}}$
Weighted total land premium score for HSKTL 23 and HSKTL 24 (hereinafter referred to as ‘weighted land premium score “D”’)	= 30 x	$\frac{\text{Total Premium Breakdown of HSKTL 23 and HSKTL 24}}{\text{Highest total Premium Breakdown of HSKTL 23 and HSKTL 24 among all Conforming Tenders}}$

For Conforming Tenders in Category 1 –

Weighted land premium score for Conforming Tenders in Category 1 (maximum 30)	=	weighted land premium score “A”
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For Conforming Tenders in Category 2 –

Weighted land premium score for Conforming Tenders in Category 2 (maximum 33)	=	weighted land premium score “A” + 10% x weighted land premium score “B”
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For Conforming Tenders in Category 3 –

Weighted land premium score for Conforming Tenders in Category 3 (maximum 33)	=	weighted land premium score “A” + 10% x weighted land premium score “C”
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For Conforming Tenders in Category 4 –

Weighted land premium score for Conforming Tenders in Category 4 (maximum 39)	=	weighted land premium score “A” + 30% x weighted land premium score “D”
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(f) ***Stage 6 Assessment – Calculation of Combined Score***

On completion of Stage 5 Assessment, the combined score of each Conforming Tender will be calculated according to the following formulae –

Combined score (maximum 100 for Category 1; maximum 110 for Categories 2 and 3; maximum 130 for Category 4)	=	weighted technical score + weighted land premium score
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- 1.3 The tenderer must demonstrate that each of the Purchaser(s) as referred to in paragraph 12 of the Tender Notice of HSKTL 19, HSKTL 23 and/or HSKTL 24, as the case may be, is financially capable of fulfilling its obligations under the respective Conditions of Sale, the Memorandum of Agreement, and the Service Deed, and that each of the proposed performance guarantor(s) for HSKTL 19, HSKTL 23 and/or HSKTL 24, as the case may be, is an incorporated company and financially capable of performing its obligations under the respective Performance Guarantee, as referred to in paragraph 16 of the Tender Notice. For this purpose, the financial capability of each of the Purchaser(s) and each of the proposed performance guarantor(s) in the tender that scores the highest combined score will be vetted. Tender that fails the financial vetting may not be further considered.
- 1.4 Without prejudice to the rights and powers of the Government, unless it is not in the public interest to do so, the tender with the highest combined score and passed the financial vetting will normally be

recommended for the award of the Package of Lots. Nevertheless, the Government does not bind itself to accept the tender with the highest combined score or any tender submitted at all. For example, the Government may reject the tender with the highest combined score which in the opinion of the Government is unreasonable in terms of price.

- 1.5 Unless otherwise specified, all calculations of scores will be rounded to the nearest 2 decimal places at each stage of tender evaluation. In other words, figures with value at the third decimal place larger than or equal to 0.005 will be rounded up by adding 0.01 to the figures and curtailing the third decimal place onward, whereas figures with value at the third decimal place below 0.005 will be rounded down by curtailing the third decimal place onward without changing the value at the second decimal place.

Section 2 – Assessment Criteria of Stage 3 Assessment

- 2.1 At Stage 3 Assessment, marks will be given in accordance with the information provided in the Non-Premium Submission and any other information submitted in accordance with the Tender Notice.

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

The overview of the technical assessment is as follows –

Criterion	Assessment item	Maximum mark
(1)	Strategic importance of industries	20
(2)	Introduction of leading enterprises	20
(3)	Development speed	20
(4)	Scale of investment	15
(5)	Employment	15
(6)	Proposals to improve environmental protection, social responsibility or governance (“ESG”)	5
(7)	Experience in large-scale development projects	5
	Total maximum mark	100

2.2 Criterion (1) – Strategic importance of industries

The maximum mark is 20. The tenderer must set out the Industry Proposal in Item 1 of Appendix A to this Marking Scheme.

Mark will be given according to the type of industry proposed and the minimum GFA to be occupied for operation by strategic industry(ies), in accordance with the following –

Mark	=	mark for type of industry proposed (maximum 10) + mark for minimum GFA to be occupied for operation by strategic industry(ies) (maximum 10)
------	---	---

To qualify as a strategic industry, the industry shall occupy a minimum GFA of either 9,171 m² in HSKTL 19, 20,916 m² in HSKTL 23 or 19,472 m² in HSKTL 24 for operation continuously for 12 calendar months immediately before the end of three (3) years after either the Operation Commencement Date or 96 calendar months after the date of signing or execution of the Memorandum of Agreement, whichever is earlier, and being a type of strategic industry set out in the first table below. For the avoidance of doubt, an industry that is not a type of strategic industry in the first table below, or an industry that is a type of strategic industry in the first table below but does not meet the minimum GFA requirement, will be regarded as “Uses other than strategic industries above” in the first table below. While it is possible to propose more than one industry to the same lot, a maximum of 5 marks will be awarded if none of them is a strategic industry. Also, while it is possible to propose more than one strategic industries, or both strategic industry and non-strategic industry to the same lot, only a maximum of 10 marks will be awarded under the first table below, based on the assessment of the Industry Proposal.

For each of the industry(ies) proposed, the Industry Proposal shall cover details such as the industry’s specialty or expertise, the goods or service it produces, its position in the value chain, the economic benefits it will bring, any special technology, equipment /facilities and expert staff the industry will bring, and how it may benefit the development of Hung Shui Kiu / Ha Tsuen New Development Area, the Northern Metropolis and Hong Kong. The Industry Proposal will be assessed based on a five-grade approach, according to the assessment guidelines in the second table below.

First table:

Type of industry proposed	Grade of Industry Proposal	Marks for type
Strategic industries: - high-end professional services (e.g. fintech, wealth management, legal services) - modern logistics - life and health technologies - artificial intelligence and data science - advanced manufacturing and new energy technologies	Outstanding	10
	Impressive	9
	Good	8
	Fair	7
	Poor	6
Uses other than strategic industries above	Outstanding	5
	Impressive	4
	Good	3
	Fair	1
	Poor	0

Second table:

Grade	Assessment Guidelines
Outstanding	The proposal demonstrates excellence in addressing all or most considerations
Impressive	The proposal demonstrates high level of achievement in addressing all or most considerations
Good	The proposal demonstrates reasonable attempts in addressing all or most considerations
Fair	The proposal demonstrates less than satisfactory attempts in addressing all or most considerations
Poor	The proposal demonstrates poor attempts in addressing all or most considerations

Minimum GFA to be occupied for operation by strategic industry(ies)			Marks for occupation
HSKTL 19	HSKTL 23	HSKTL 24	
$\geq 27,513 \text{ m}^2$	$\geq 62,750 \text{ m}^2$	$\geq 58,417 \text{ m}^2$	10
$\geq 22,927 \text{ m}^2$ and $< 27,513 \text{ m}^2$	$\geq 52,292 \text{ m}^2$ and $< 62,750 \text{ m}^2$	$\geq 48,681 \text{ m}^2$ and $< 58,417 \text{ m}^2$	8
$\geq 18,342 \text{ m}^2$ and $< 22,927 \text{ m}^2$	$\geq 41,833 \text{ m}^2$ and $< 52,292 \text{ m}^2$	$\geq 38,944 \text{ m}^2$ and $< 48,681 \text{ m}^2$	6
$\geq 13,756 \text{ m}^2$ and $< 18,342 \text{ m}^2$	$\geq 31,375 \text{ m}^2$ and $< 41,833 \text{ m}^2$	$\geq 29,208 \text{ m}^2$ and $< 38,944 \text{ m}^2$	4
$> 9,171 \text{ m}^2$ and $< 13,756 \text{ m}^2$	$> 20,916 \text{ m}^2$ and $< 31,375 \text{ m}^2$	$> 19,472 \text{ m}^2$ and $< 29,208 \text{ m}^2$	2
$\leq 9,171 \text{ m}^2$	$\leq 20,916 \text{ m}^2$	$\leq 19,472 \text{ m}^2$	0

Note 1: If in the sole opinion of the Assessment Panel that the Industry Proposal lacks sufficient details or is impracticable, the mark under this assessment criterion will be zero.

Note 2: The tenderer shall submit an Indicative Development Plan (item (2)(a) of Annex I to the Tender Notice). If in the sole opinion of the Assessment Panel that the tenderer's proposed minimum GFA to be occupied by for operation of strategic industry(ies) does not tally with the Indicative Development Plan, the proposed minimum GFA to be occupied for operation of strategic industry(ies) may be downwardly adjusted to tally with the Indicative Development Plan or to a figure the Assessment Panel considers practicable for the purpose of this assessment criterion. The Indicative Development Plan submitted would not form part of Schedule 2 of the Service Deed.

2.3 *Criterion (2) – Introduction of leading enterprises*

The maximum mark is 20. The tenderer must demonstrate that they have secured the agreement of

leading enterprise(s) to move into HSKTL 19 (and HSKTL 23 or HSKTL 24 or both of HSKTL 23 and HSKTL 24 if they are comprised in the Package of Lots), in Item 2 of Appendix A to this Marking Scheme.

To qualify as a leading enterprise, the enterprise shall be either on the Fortune Global 500 list of 2025, the Forbes Global 2000 list of 2025 or supported by the Assessment Panel as an enterprise being moderately or very influential in attracting companies along the value chain and bringing economic benefits, and occupy a minimum GFA of either 9,171 m² in HSKTL 19, 20,916 m² in HSKTL 23 or 19,472 m² in HSKTL 24 for operation continuously for 12 calendar months immediately before the end of three (3) years after either the Operation Commencement Date or 96 calendar months after the date of signing or execution of the Memorandum of Agreement, whichever is earlier.

Mark will be given according to the standing of the leading enterprises secured as follows –

Standing of leading enterprise	Marks
on the Fortune Global 500 list of 2025	10
ranked 500 or higher in the Forbes Global 2000 list of 2025	10
supported by the Assessment Panel as an enterprise being very influential in attracting companies along the value chain and bringing economic benefits	10
ranked 501 or lower in the Forbes Global 2000 list of 2025	5
supported by the Assessment Panel as an enterprise being moderately influential in attracting companies along the value chain and bringing economic benefits	5

Note 1: Each leading enterprise will score marks only once under this assessment criterion. If the leading enterprise is eligible to marks for more than one standing in the above table, the standing that obtains the highest mark will be the marks scored.

Note 2: If the proposal involves more than one leading enterprise, each leading enterprise will be individually assessed. The mark scored under this assessment criterion will be the sum of marks of each leading enterprise individually assessed, subject to a cap of 20 marks. In case there are two leading enterprises of which one is a direct parent company of another, the mark scored will be the higher of the marks the two leading enterprises individually assessed.

2.4 ***Criterion (3) – Development speed***

The maximum mark is 20. The tenderer must set out the proposed period for commencement of operation of HSKTL 19 (and HSKTL 23 or HSKTL 24 or both of HSKTL 23 and HSKTL 24 if they are comprised in the Package of Lots) in calendar months which shall be counted from the date of signing or execution of the Memorandum of Agreement to the Operation Commencement Date in Item 3 of Appendix A to this Marking Scheme. At least (i) 15,285 m² on HSKTL 19, and (ii)

34,861 m² on HSKTL 23 and/or 32,454 m² on HSKTL 24 if they are comprised in the Package of Lots shall be developed and put into operation by the Operation Commencement Date.

Mark will be given based on the length of the proposed period for commencement of operation as follows –

Proposed period for commencement of operation which shall be counted from the date of signing or execution of the Memorandum of Agreement to the Operation Commencement Date	Marks
Less than 56 calendar months	20
56 calendar months or more but less than 61 calendar months	16
61 calendar months or more but less than 66 calendar months	14
66 calendar months or more but less than 71 calendar months	12
71 calendar months or more but less than 76 calendar months	10
76 calendar months or more but less than 81 calendar months	8
81 calendar months or more but less than 86 calendar months	6
86 calendar months or more but less than 91 calendar months	4
91 calendar months or more but less than 96 calendar months	2
96 calendar months	0

Note 1: The tenderer must take into account the processing time of the approval by the Government. If in the sole opinion of the Assessment Panel that the period for commencement of operation is infeasible, the mark under this assessment criterion will be zero.

Note 2: The tenderer should note that the Infrastructure (as defined in Special Condition No. (3) of the respective Conditions of Sale) is scheduled for completion by December 2030.

Note 3: The tenderer shall submit a Project Development Programme (item (2)(b) of Annex I to the Tender Notice). The Project Development Programme submitted would not form part of Schedule 2 of the Service Deed.

2.5 *Criterion (4) – Scale of investment*

The maximum mark is 15. The tenderer must set out a comprehensive and practicable proposal on the investment for fixed assets (“Investment Proposal”) on HSKTL 19 (and HSKTL 23 or HSKTL 24 or both of HSKTL 23 and HSKTL 24 if they are comprised in the Package of Lots), covering details such as the projected annual investments and the breakdown of investment by type of fixed assets, in Item 4 of Appendix A to this Marking Scheme. The tenderer must also set out the proposed cumulative amount of investment for fixed assets for the period between the date of signing or execution of the Memorandum of Agreement and the end of three (3) years after either the Operation Commencement Date or 96 calendar months after the date of signing or execution of the

Memorandum of Agreement, whichever is earlier (“Cumulative Amount of Investment for Fixed Assets”) in Item 4 of Appendix A to this Marking Scheme.

The mark for this criterion will be converted into a weighted mark in accordance with the following formula –

Mark for proposed Cumulative Amount of Investment for Fixed Assets on the lot	= 15 x	$\frac{\text{Proposed Cumulative Amount of Investment for Fixed Assets on the lot of the tender being considered}}{\text{Highest proposed Cumulative Amount of Investment for Fixed Assets on the lot among all Conforming Tenders}}$
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Note 1: The proposed Cumulative Amount of Investment for Fixed Assets on the lot refers to a proposed cumulative amount of investment for fixed assets on the lot for the period between the date of signing or execution of the Memorandum of Agreement and end of three (3) years after either the Operation Commencement Date or 96 calendar months after the date of signing or execution of the Memorandum of Agreement, whichever is earlier. It includes cumulative investments of all fixed assets on the lot including building, information and communication technology and electrical and mechanical installations but excludes the land premium, the site formation for the lot, and the works outside the lot as required under the Conditions of Sale for the relevant lot.

Note 2: If the tenderer’s proposed Cumulative Amount of Investment for Fixed Assets on the lot does not tally with the Investment Proposal or that in the sole opinion of the Assessment Panel that any part of the Investment Proposal is impracticable, the amount of proposed Cumulative Amount of Investment for Fixed Assets on the lot may be downwardly adjusted to tally with the Investment Proposal or to an amount the Assessment Panel considers practicable for the purpose of this assessment criterion.

Note 3: The proposed Cumulative Amount of Investment for Fixed Assets on the lot should be an integer in Hong Kong dollars. Any non-integer value proposed will be truncated to an integer, by removing the decimal portion of the value, for the purpose of tender evaluation.

2.6 *Criterion (5) – Employment*

The maximum mark is 15. The tenderer must set out a comprehensive and practicable proposal on the employment (“Employment Proposal”) on HSKTL 19 (and HSKTL 23 or HSKTL 24 or both of HSKTL 23 and HSKTL 24 if they are comprised in the Package of Lots), covering details such as the number of skilled employees by industry and by qualifications or skill levels under the Hong Kong Qualifications Framework, in Item 5 of Appendix A to this Marking Scheme. The tenderer must also set out the committed number of positions to be filled by skilled employees directly employed continuously for at least 12 calendar months immediately before the end of three (3) years after either the Operation Commencement Date or 96 calendar months after the date of signing or execution of

the Memorandum of Agreement, whichever is earlier (“Committed Number of Positions”) by enterprises operating on the lot in Item 5 of Appendix A to this Marking Scheme.

The mark for this criterion will be converted into a weighted mark in accordance with the following formula –

<p>Mark for the Committed Number of Positions on the lot</p>	<p>= 15 x</p>	<p>Committed Number of Positions on the lot of the tender being considered</p> <hr/> <p>Highest Committed Number of Positions on the lot among all Conforming Tenders</p>
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Note 1: The Committed Number of Positions should be an integer. Any non-integer value proposed will be truncated to an integer, by removing the decimal portion of the value, for the purpose of tender evaluation.

Note 2: If the tenderer’s proposed Committed Number of Positions on the lot does not tally with the Employment Proposal or in the sole opinion of the Assessment Panel that any of the Committed Number of Positions are not filled by skilled employees, the Committed Number of Positions may be downwardly adjusted to tally with the Employment Proposal or to a number the Assessment Panel considers practicable for the purpose of this assessment criterion.

2.7 *Criterion (6) – Proposals to improve ESG*

The maximum mark is 5. This criterion seeks to encourage a development on HSKTL 19 (and HSKTL 23 or HSKTL 24 or both of HSKTL 23 and HSKTL 24 if they are comprised in the Package of Lots) that is conducive to or promotes –

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

The tenderer must set out the ESG proposal(s) in Item 6 of Appendix A to this Marking Scheme. For each ESG proposal, tenderers should propose measures or mechanism to ensure that the proposal is effective and practicable. The merits of each of the ESG proposal received will be assessed and mark will be given in accordance with the table below –

Assessment	Mark
(i) 5 or more effective and practicable ESG proposals are proposed.	5
(ii) 4 effective and practicable ESG proposals are proposed	4
(iii) 3 effective and practicable ESG proposals are proposed	3
(iv) 2 effective and practicable ESG proposals are proposed	2
(v) 1 effective and practicable ESG proposal is proposed	1
(vi) No effective and practicable ESG proposal is proposed	0

Note: Marks will not be given if the tenderers only propose a concept without sufficient implementation details.

2.8 *Criterion (7) – Experience in large-scale development projects*

The maximum mark is 5. The tenderer must provide details of its relevant past project(s) in Item 7 of Appendix A to this Marking Scheme.

To qualify as a relevant past project, the project shall be a development project involving industry and/or residential developments of a value in terms of investment to fixed assets and land premium not less than HK\$10 billion in or outside Hong Kong and completed within the past ten (10) years prior to the Tender Closing Time as mentioned in paragraphs 4(c) and 6 of the Tender Notice. Only projects completed by the tenderer, the lead participant, or their direct parent/holding company of the tenderer will be counted as relevant past projects.

Mark will be given in accordance with the table below –

Assessment		Mark
(i)	2 or more relevant past projects	5
(ii)	1 relevant past project	2
(iii)	No relevant past project	0

Note: The tenderer shall state in Appendix A to Annex I to the Tender Notice the name of its direct parent/holding company and submit a diagram showing the relationship between the tenderer and the direct parent/holding company and its respective shareholdings or equity interest in percentage. In case the tenderer is an unincorporated partnership or joint venture, the tenderer shall state in Appendix A to Annex I to the Tender Notice the names of all participants, their respective percentage of participation, and which participant is the lead participant, and shall submit a diagram showing the relationship between the lead participant and its parent companies. Appendix A to Annex I to the Tender Notice would not form part of Schedule 2 of the Service Deed.

Appendix A

Form of Tenderer's Proposal

Important notes:

1. The tenderer shall submit documentary evidence to substantiate, as far as possible, the information provided or claimed to be provided.
2. The Purchaser(s) shall be obliged to perform all proposals accepted by the Government under the Service Deed. Any failure to perform such obligations under the Service Deed shall be a breach of the Service Deed, and the Government shall be entitled to take follow-up actions accordingly.
3. The Government reserves the rights to request at any time the tenderer(s) to provide supplementary information/evidence further to the initial submission made by the tenderer(s). Any information which is not supported with documentary evidence to the satisfaction of the Government will not be considered and will be disregarded during the assessment of the Non-Premium Submission.

Item 1. Strategic importance of industries

Important notes:

1. Please also refer to paragraph 2.2 of the Marking Scheme.
2. The Industry Proposal should be a comprehensive and practicable one, covering details such as the industry's specialty or expertise, the goods or service it produces, its position in the value chain, the economic benefits it will bring, any special technology, equipment/facilities and expert staff the industry will bring, and how it may benefit the development of Hung Shui Kiu / Ha Tsuen New Development Area, the Northern Metropolis and Hong Kong. The page limit (including any annexes and drawings) is set at 20 pages per lot. Pages should be in A4 size paper for text, and in A3 size paper for drawings, with margin not less than 25 mm and character font size not less than 12. Pages that exceed the page limit may be disregarded.
3. The Industry Proposal and other proposed uses shall not involve any uses that are not permitted under the Conditions of Sale for the relevant lot.
4. To qualify as a strategic industry, the industry shall occupy of a minimum GFA of either 9,171 m² in HSKTL 19, 20,916 m² in HSKTL 23 or 19,472 m² in HSKTL 24 for operation continuously for 12 calendar months immediately before the end of three (3) years after either the Operation Commencement Date or 96 calendar months after the date of signing or execution of the Memorandum of Agreement, whichever is earlier, and being a type of strategic industry set out in the table at paragraph 2.2 above.
5. The sum of GFA to be occupied by strategic industry(ies) and GFA to be occupied by other uses should not exceed either 50,950 m² in HSKTL 19, 116,205 m² in HSKTL 23 or 108,180 m² in HSKTL 24.

Lot	Type of strategic industry(ies)	Industry Proposal	Minimum GFA to be occupied for operation by the strategic industry(ies) continuously for 12 calendar months immediately before the end of three (3) years after either the Operation Commencement Date or 96 calendar months after the date of signing or execution of the Memorandum of Agreement, whichever is earlier	Uses other than strategic industry(ies)	Minimum GFA to be occupied by uses other than strategic industries, continuously for 12 calendar months immediately before the end of three (3) years after either the Operation Commencement Date or 96 calendar months after the date of signing or execution of the Memorandum of Agreement, whichever is earlier
HSKTL 19			_____ m ²		_____ m ²
HSKTL 23			_____ m ²		_____ m ²
HSKTL 24			_____ m ²		_____ m ²

Item 2. Introduction of leading enterprises

Important notes:

1. Please also refer to paragraph 2.3 of the Marking Scheme.
2. The tenderer may submit supporting documents to substantiate that the proposed enterprise(s) is/are influential in attracting companies along the value chain and bringing economic benefits. The page limit (including any annexes) is set at 20 pages per lot. Pages should be in A4 size paper, with margin not less than 25 mm and character font size not less than 12. Pages that exceed the page limit may be disregarded.
3. The tenderer must demonstrate that they have secured the agreement of leading enterprise(s) to move into the lot. An example of acceptable proofs are letter exchanges between the tenderer and the leading enterprise(s). The page limit (including any annexes) is set at 20 pages per lot. Pages should be in A4 size paper, with margin not less than 25 mm and character font size not less than 12. Pages that exceed the page limit may be disregarded.
4. To qualify as a leading enterprise, the enterprise shall be either on the Fortune Global 500 list of 2025, the Forbes Global 2000 list of 2025 or supported by the Assessment Panel as an enterprise being moderately or very influential in attracting companies along the value chain and bringing economic benefits, and occupy a minimum GFA of either 9,171 m² in HSKTL 19, 20,916 m² in HSKTL 23 or 19,472 m² in HSKTL 24 for operation continuously for 12 calendar months immediately before the end of three (3) years after either the Operation Commencement Date or 96 calendar months after the date of signing or execution of the Memorandum of Agreement, whichever is earlier.
5. Add rows if the proposal involves more than one leading enterprise on the same lot.

Lot	Name of leading enterprise(s)	Standing of leading enterprise(s)	Agreement of leading enterprises(s)	Minimum GFA to be occupied by the leading enterprise(s) for operation continuously for 12 calendar months immediately before the end of three (3) years after either the Operation Commencement Date or 96 calendar months after the date of signing or execution of the Memorandum of Agreement, whichever is earlier
HSKTL 19				_____ m ²
HSKTL 23				_____ m ²
HSKTL 24				_____ m ²

Item 3. Development speed

Important notes:

1. Please also refer to paragraph 2.4 of the Marking Scheme.
2. The proposed period for commencement of operation should be an integer in calendar months.
3. The proposed period for commencement of operation shall not be more than 96 calendar months.
4. A GFA of at least (i) 15,285 m² on HSKTL 19, and (ii) 34,861 m² on HSKTL 23 and/or 32,454 m² on HSKTL 24 if they are comprised in the Package of Lots shall be developed and put into operation by the Operation Commencement Date.
5. The Purchaser(s) shall, upon request by the Government, provide proof on the actual Operation Commencement Date.

Lot	Proposed period for commencement of operation which shall be counted from the date of signing or execution of the Memorandum of Agreement to the Operation Commencement Date
HSKTL 19	_____ calendar months
HSKTL 23	_____ calendar months
HSKTL 24	_____ calendar months

Item 4. Scale of investment

Important notes:

1. Please also refer to paragraph 2.5 of the Marking Scheme.
2. The proposed Cumulative Amount of Investment for Fixed Assets on the lot should be an integer in Hong Kong dollars.
3. The proposed Cumulative Amount of Investment for Fixed Assets on the lot refers to a proposed cumulative amount of investment for fixed assets on the lot for the period between the date of signing or execution of the Memorandum of Agreement and end of three (3) years after either the Operation Commencement Date or 96 calendar months after the date of signing or execution of the Memorandum of Agreement, whichever is earlier. It includes cumulative investments of all fixed assets on the lot including building, information and communication technology and electrical and mechanical installations but excludes the land premium, the site formation for the lot, and the works outside the lot as required under the Conditions of Sale for the relevant lot.
4. The Investment Proposal should be a comprehensive and practicable one, covering details such as the projected annual investments and the breakdown of investment by type of fixed assets. The page limit (including any annexes) is set at 10 pages per lot. Pages should be in A4 size paper, with margin not less than 25 mm and character font size not less than 12. Pages that exceed the page limit may be disregarded.
5. The Purchaser(s) shall, upon request by the Government, provide proof on the actual amount of investment for fixed assets on the lot which shall be audited by an external auditor at the Purchaser's / Purchasers' own cost.

Lot	Proposed Cumulative Amount of Investment for Fixed Assets	Investment Proposal
HSKTL 19	HK\$ _____	
HSKTL 23	HK\$ _____	
HSKTL 24	HK\$ _____	

Item 5. Employment

Important notes:

1. Please also refer to paragraph 2.6 of the Marking Scheme.
2. The Committed Number of Positions should be an integer.
3. The Committed Number of Positions refers to the committed number of positions to be filled by skilled employees directly employed continuously for at least 12 calendar months immediately before the end of three (3) years after either the Operation Commencement Date or 96 calendar months after the date of signing or execution of the Memorandum of Agreement, whichever is earlier, by enterprises operating on the lot.
4. The Employment Proposal should be a comprehensive and practicable one, covering details such as the number of skilled employees by industry and by qualifications or skill levels under the Hong Kong Qualifications Framework. The page limit (including any annexes) is set at 10 pages per lot. Pages should be in A4 size paper, with margin not less than 25 mm and character font size not less than 12. Pages that exceed the page limit may be disregarded.
5. The Purchaser(s) shall, upon request by the Government, provide proof on the actual number of positions filled. Acceptable proof may include employment records and Mandatory Provident Fund contribution records.

Lot	Committed Number of Positions	Employment Proposal
HSKTL 19		
HSKTL 23		
HSKTL 24		

Item 6. Proposals to improve ESG

Important notes:

1. Please also refer to paragraph 2.7 of the Marking Scheme.
2. The tenderer should provide details of its proposal including –
 - If the proposal is concerned with a kind of technology, system, tool and facility: scope of the services involved, implementation timetables and details, specifications, catalogues, features, functions, coverage and/or locations as appropriate;
 - If the proposal is concerned with a kind of measure, service, scheme and activity: objective, scope of the services involved, implementation timetables and details, functions, frequency, duration, coverage, locations, number of target beneficiaries, the key personnel to deliver such measure, service, scheme and activity with details on his/her/their experience and/or qualifications as appropriate; and
 - If the proposal is related to manpower: objective, scope of the duties involved, implementation details, work shifts, posts, recruitment method, means to approach the target candidates, frequency, duration, coverage and/or locations as appropriate.
3. The tenderer should explain clearly with sufficient details on what improvements/benefits/positive values its proposals can bring about as well as how they are to be implemented, and the differences/improvements these proposals will bring about as compared to the conventional mode of operations.
4. The tenderer should propose measures or mechanism to ensure that the proposal is enforceable and practicable. If the Government considers that the tenderer is not capable of implementing the proposals it submits, then the proposals will not be considered as effective and practicable.
5. The page limit to each ESG proposal is (including any annexes) is set at 10 pages per lot. Pages should be in A4 size paper, with margin not less than 25 mm and character font size not less than 12. Pages that exceed the page limit may be disregarded.

Lot	ESG proposal with details	Improvements/ benefits/ positive values the proposal will bring	Measures or mechanism to ensure that the proposal is enforceable and practicable
HSKTL 19			
HSKTL 23			
HSKTL 24			

Item 7. Experience in large-scale development projects**Important notes:**

1. Please also refer to paragraph 2.8 of the Marking Scheme.
2. For each of the relevant past projects, the tenderer should provide information to substantiate the experiences of the tenderer –
 - describe the nature and scope of the project, supported by documents such as general layout plans;
 - if foreign currencies are involved, convert them to Hong Kong dollars, and submit documentary evidence to substantiate the calculations;
 - provide documentary evidence of the completion date, e.g. permit or certificates issued by the authorities; and
 - provide documentary evidence of its role, e.g. certified true copy of letter of acceptance or appointment.

The page limit (including any annexes) is set at 10 pages per past project. Pages should be in A4 size paper, with margin not less than 25 mm and character font size not less than 12. Pages that exceed the page limit may be disregarded.

3. Information submitted for this assessment criterion would not form part of Schedule 2 of the Service Deed.

Name of relevant past projects	Brief description	Value	Completion date	Role of the Tenderer, the lead participant of the Tenderer, or their direct parent/holding company in the relevant past projects
		HK\$ _____		
		HK\$ _____		
		HK\$ _____		
		HK\$ _____		
		HK\$ _____		

Form of Premium Breakdown

Important notes:

1. If a tenderer has submitted a tender for any package pursuant to paragraphs 3(b), 3(c), or 3(d) of the Tender Notice, the tenderer shall complete this Form of Premium Breakdown and enclose the completed Form of Premium Breakdown in the Premium Submission in accordance with paragraph 4(a)(ii) of the Tender Notice.
2. This Form of Premium Breakdown is solely for the purpose of Stage 5 Assessment set out in paragraph 1.2(e) in Section 1 of the Marking Scheme.
3. The premium breakdown of the relevant lot(s) shall not exceed the total premium offered by the tenderer as stated in paragraph 1 of the Form of Tender (Premium Submission).
4. The tenderer shall not provide any premium breakdown of any lot other than the lots comprised in the package for which he has submitted a tender.

I/We refer to my/our tender submission and hereby provide the premium breakdown of the relevant lot(s) at the table below:

The package for which my/our tender is submitted (Please tick one of the boxes)		Premium breakdown
<input type="checkbox"/>	HSKTL 18, HSKTL 19, HSKTL 20, HSKTL 21 and HSKTL 23 set out in paragraph 3(b) of the Tender Notice	HSKTL 23 only HK\$ _____
<input type="checkbox"/>	HSKTL 18, HSKTL 19, HSKTL 20, HSKTL 21 and HSKTL 24 set out in paragraph 3(c) of the Tender Notice	HSKTL 24 only HK\$ _____
<input type="checkbox"/>	HSKTL 18, HSKTL 19, HSKTL 20, HSKTL 21, HSKTL 23 and HSKTL 24 set out in paragraph 3(d) of the Tender Notice	HSKTL 23 and HSKTL 24 only A total amount of HK\$ _____

Annex III to the Tender Notice

[PARTY 1]

And

[PARTY 2]

SERVICE DEED

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Date

2026

Parties

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

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

WHEREAS:

- A. Following consideration of the Government’s policy objectives to facilitate the development of Hung Shui Kiu/Ha Tsuen New Development Area and to promote industry development in the Northern Metropolis, the Government issued an invitation to tender on 30 December 2025 (“**Tender Notice**”) to invite proposals to undertake, inter alia, the development on Hung Shui Kiu Town Lot No. [19 / 23 / 24] (“**Lot**”).
- B. The Project, pursuant to the process described in the Tender Notice, has been awarded to the Purchaser.
- C. The Government has agreed to grant the Lot to the Purchaser pursuant to the terms of the Conditions of Sale in respect of Hung Shui Kiu Town Lot No. [19 / 23 / 24] (“**Land Grant**”), which is executed simultaneously with this Deed.
- D. The Purchaser and the Government wish to define their respective rights and obligations with respect to the Project, to the extent that they are not covered in the Land Grant, in this Deed.

NOW IT IS HEREBY AGREED as follows:

PART A: PRELIMINARY

1 INTERPRETATION

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

2 COMMENCEMENT AND DURATION

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

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

(“Term”)

3 PRECEDENCE

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

PART B: SERVICES

4 PURCHASER OBLIGATIONS

4.1 The Purchaser shall:

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

5 REPORTING AND REVIEW

Provision of the Services

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

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

Manner of reporting

- 5.3 The Purchaser shall report to the Government as required in this clause 5 in the format, manner and containing the information as may be specified by the Government from time to time.
- 5.4 The Government may amend any period of reporting specified in this clause 5 or other reporting periods specified by the Government from time to time on prior notice to the Purchaser.

6 AUDIT AND ACCESS

- 6.1 During the Term, the Purchaser shall submit to the Government audited financial statements in respect of the Purchaser's provision of the Services, and performance of its other obligations under this Deed. The Purchaser shall ensure that:
- (a) the audited financial statements shall cover a period of twelve (12) months and shall be submitted to the Government within three (3) months after the anniversary of the execution date of this Deed (unless otherwise specified by the Government;
 - (b) each set of audited financial statements shall contain the directors' report, auditors' report, statement of financial position (also referred to as balance sheet), statement of profit or loss, and other comprehensive income (also referred to as income statement), statement of cash flows and notes to the accounts;
 - (c) all such financial statements shall be audited and prepared in accordance with the relevant laws of Hong Kong and the Hong Kong generally accepted accounting principles and duly audited, dated and signed by a certified public account (practising) (as defined in the Accounting and Financial Reporting Council

Ordinance (Cap. 588 of the Laws of Hong Kong) which is not in any way connected with the Purchaser; and

- (d) the auditor's report shall opine on whether the Purchaser has, during the period under audit, complied with the provisions in this Deed, and in the Accounting Standards, Accounting Guidelines and Statements of Auditing Standards issued and updated from time to time by the Hong Kong Institute of Certified Public Accountants as well as the requirements relating to the Services as may from time to time be prescribed by the Government in writing.

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

- (a) to review compliance of the Purchaser's provision of the Services with the terms of this Deed;
- (b) to review the Purchaser's compliance with the Applicable Laws;
- (c) to verify the accuracy and completeness of the reports delivered or required under clause 5 of this Deed; and
- (d) to review the Purchaser's compliance with any other provision of this Deed.

6.3 The Government shall use its reasonable endeavours to ensure that the conduct of audits pursuant to clause 6.2 does not unreasonably disrupt the Purchaser or delay the provision of the Services.

6.4 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 6, unless the audit referred to in clause 6.2 identifies a breach by the Purchaser of its obligations under this Deed, in which case the Purchaser shall reimburse the Government for all the Government's reasonable costs and expenses arising out of and in connection with the audit.

6.5 On request from the Government, the Purchaser shall offer its cooperation and assistance to the Government, and provide any

Governmental Instrumentality and/or its advisors, agents or representatives with all reasonable access to the Lot or the Development or any part thereof respectively, records, books of accounts, systems or any relevant information and documents for the purpose of allowing the Government to:

- (a) monitor the Purchaser's compliance with this Deed; and
- (b) conduct an audit pursuant to clause 6.2.

7 PURCHASER REPRESENTATIVE

- 7.1 The Purchaser shall, within ten (10) Business Days from the Effective Date, notify the Government of the individual it intends to appoint as its Purchaser Representative, and shall submit the curriculum vitae of such individual with such notification to the Government. The Purchaser shall not replace or remove the individual appointed as the Purchaser Representative, without notifying the Government at least ten (10) Business Days prior to such replacement or removal.
- 7.2 The Purchaser Representative shall have the authority to represent and act for the Purchaser at all times during the performance of this Deed.
- 7.3 The Purchaser Representative shall meet with the Government or a Government Representative at the request of the Government from time to time.

PART C: GENERAL PROVISIONS

8 WARRANTIES AND UNDERTAKINGS

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

[[*Drafting note: if it is a partnership*], this Deed is duly executed in the name of the partnership and is binding on all of the partners in the partnership and the partnership is not Insolvent;]

- (b) it has all power, authority and capacity to enter into this Deed and to carry out the obligations contemplated under this Deed;
- (c) it has all the necessary Authorisations in order to lawfully enter into and exercise its rights and perform its obligations under this Deed;
- (d) neither it nor any of its Related Persons has been charged with or convicted of any offence endangering national security;
- (e) neither it nor any of its Related Persons shall, in the performance of the Land Grant or the Service Deed, carry out any act or activity which contravenes any National Security Laws;
- (f) the execution by the Purchaser of, the performance of the Purchaser of its obligations under, and the compliance of the Purchaser with the terms of, this Deed does not and will not:
 - (i) contravene any Applicable Laws;
 - (ii) contravene any Authorisation obtained by the Purchaser;
 - (iii) require performance of an obligation before the appropriate Authorisation can be obtained;
 - (iv) contravene any undertaking or instrument binding on the Purchaser; and
 - (v) contravene any provision of the Purchaser's memorandum and articles of association or any other constitutional documents;
- (g) it has:
 - (i) conducted its own investigations and enquiries in relation to the Services, had an opportunity to carry out a thorough

due diligence exercise in relation to the Services and has entered into this Deed in reliance on its own investigations, enquiries and due diligence; and

- (ii) received all information requested by it from the Government to enable it to determine whether it is able to provide the Services in accordance with the terms of this Deed and has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Government;
- (h) no litigation, arbitration, tax claim, dispute or administrative proceeding is current, pending or threatened against the Purchaser which will likely affect the Purchaser or its ability to perform its obligations under this Deed;
- (i) the information which the Purchaser has provided to the Government in connection with the negotiation and preparation of this Deed (including evidence of the Purchaser's financial and technical ability to carry into effect and discharge its obligations under this Deed) is true and accurate in all material respects and is not misleading, whether by omission or otherwise;
- (j) it has, and its employees and agents have, the required qualifications, resources, ability, experience, expertise, skills and capacity to perform the Services in a professional manner and in all respects as set out in this Deed;
- (k) in relation to the tender submitted by it or on its behalf (as the case may be) in response to the Tender Notice, it has ensured compliance with paragraphs 19(b) and (c) of the Tender Notice up to the Effective Date;
- (l) the Purchaser shall not knowingly deploy any director, employee or contractor who has been charged or convicted of an offence endangering national security in the performance of the Land Grant or the Service Deed; and
- (m) if any Related Person of the Purchaser is charged with or convicted of an offence endangering national security, the

Purchaser shall immediately replace such Related Person with another person approved by the Government.

- 8.2 The Purchaser acknowledges and agrees that the Government has entered into this Deed in reliance on the warranties and representations in this clause 8. If, during the Term, any of the warranties and representations given to the Government in this clause 8 ceases to be true or accurate, the Purchaser shall promptly inform the Government of the same and provide the Government with any further information as may be reasonably requested by the Government in connection therewith.

9 INDEMNITY AND LIABILITY

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

- (a) any act or omission (including negligence, recklessness, tortious acts, wilful misconduct, default, unauthorised acts or wilful omissions) of the Purchaser, its principals, members, employees, agents, representatives, licensees, contractors, Subcontractors or any persons who provided or provide Services at or relating to the Development;
- (b) any breach of this Deed by the Purchaser, regardless of whether or not such breach was caused by the Purchaser or its principals, members, employees, agents, representatives, licensees, contractors, Subcontractors or any persons who provided or provide Services at or relating to the Development;
- (c) the use or occupation of any portion of the Lot and the Development; or

- (d) any notice, claim or demand to pay, do, or perform any act, matter or thing to be paid, done or performed by the Purchaser.

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

10 LIMITATION OF LIABILITY

General

- 10.1 To the maximum extent permitted by law, the Government shall not be liable to the Purchaser for any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities or payment of sums under other agreements (whether direct or indirect) or for any indirect, special or consequential loss or damage in connection with this Deed.
- 10.2 For the avoidance of doubt, nothing in this Deed limits the Government's liability in respect of any death or personal injury resulting from its Negligence arising out of or in connection with the performance of this Deed.
- 10.3 For the purposes of this clause 10, "Negligence" (appearing in upper case) shall have the same meaning as that assigned to it in section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71 of the Laws of Hong Kong).

11 SUBCONTRACTING

- 11.1 Without prejudice to the provisions of the Land Grant and subject to clause 11.2, the Purchaser may only subcontract the whole or any part of its rights and obligations under this Deed with the prior written consent of the Government and subject to any terms and conditions the Government may at its absolute discretion impose.
- 11.2 If the Purchaser intends to subcontract any of its rights and obligations pursuant to clause 11.1, the Purchaser shall give the Government at least three (3) months' prior notice (or a period of

notice which may be shorter than three (3) months but is reasonable taking into account the circumstances as the Government may agree) of any appointment of proposed Subcontractors or change in Subcontractors, the Government's written consent in accordance with clause 11.1 being necessary for appointment of any such Subcontractor or any such change.

11.3 Upon request by the Government, the Purchaser shall promptly deliver to the Government copies of all Subcontracts and provide other information and documents that relate to any of the Subcontracts.

11.4 The Purchaser:

- (a) warrants and represents to the Government that each Subcontractor has all the necessary Authorisations in order to lawfully enter into and exercise its rights and perform its obligations under any such Subcontract;
- (b) warrants and represents to the Government that each Subcontractor is qualified, experienced and knowledgeable in the provision of the Subcontracted Services and has the required ability, experience, expertise, skills and capacity to perform the Subcontracted Services in a professional manner;
- (c) warrants and represents to the Government that none of the following persons has committed any offence under any Applicable Laws or offence endangering national security:
 - (i) a Subcontractor; and
 - (ii) a Related Person of the Subcontractor who is involved in any manner in the exercise of any right or performance of any obligations under this Deed;
- (d) shall remain responsible to the Government for the performance of its obligations under this Deed notwithstanding the appointment of any Subcontractor and be responsible for the acts, omissions and neglects of any Subcontractor;

- (e) shall ensure that all Subcontracts between the Purchaser and any Subcontractor shall:
 - (i) be in writing;
 - (ii) be consistent, and in no way contrary to or inconsistent, with any of the terms or provisions of this Deed and the Land Grant;
 - (iii) contain a warranty that the Subcontractor is appropriately qualified, licensed, skilled, and experienced in respect of the performance of the Subcontracted Services;
 - (iv) impose obligations on a Subcontractor which are equal to those imposed on the Purchaser as set out in this Deed to the extent such obligations are relevant to the Subcontracted Services;
 - (v) include the terms as set out in paragraph 1 of Schedule 4 (Subcontracting); and
 - (vi) contain provisions enabling the Subcontracted Services to be novated to the Government, its successors and assigns, upon the Government's written request, without further consent of the Subcontractor, in the event of termination of this Deed; and
- (f) shall procure that each Subcontractor complies with the terms referred to in clause 11.4(e).

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

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

- (a) the Subcontractor ceases to have the necessary Authorisations to provide the Subcontracted Services;
- (b) the Subcontractor's acts or omissions result in the Purchaser being in breach of this Deed;
- (c) the Subcontractor is in breach of the terms of a Subcontract which are equal to those imposed on the Purchaser as set out in this Deed, including the terms set out in paragraph 1 of Schedule 4 (Subcontracting);
- (d) the Purchaser is in breach of clause 11.4(c); or
- (e) the Subcontractor or any of its Related Persons is charged with or convicted of any offence endangering national security.

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

- 11.7 The Purchaser shall comply with any request of the Government pursuant to clause 11.6 within the period of time notified to the Purchaser in such request.

PART D: CHANGES IN LAW AND VARIATIONS

12 CHANGES IN LAW

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

13 VARIATIONS

- 13.1 Subject to clauses 13.2 and 13.3, this Deed may not be varied except by agreement in writing signed by duly authorised representatives of the Parties.
- 13.2 The Purchaser acknowledges and agrees that the Government shall have absolute discretion to consider only variations to this Deed

which will at least meet the requirements or conditions in the Land Grant and/or are deemed reasonable by the Government. For the purpose of this clause, the decision of the Secretary for Development of the Government as to what constitutes reasonable shall be final.

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

PART E: DEFAULT AND REMEDIES

14 BANK BOND AND PERFORMANCE GUARANTEE

- 14.1 To secure the Purchaser's performance of its obligations under this Deed, the Purchaser shall deliver to the Government:
- (a) the duly executed Bank Bond on the Effective Date in accordance with the requirements set out in clause 16 of and Annex V to the Tender Notice; and
 - (b) the duly executed Performance Guarantee on the Effective Date in accordance with the requirements set out in clause 16 of and Annex IV to the Tender Notice.
- 14.2 The Purchaser shall ensure that the Bank Bond is enforceable and in full force and effect for the period stated in the Bank Bond pursuant to its terms ("**Bank Bond Validity Period**").
- 14.3 The Purchaser shall ensure that the Performance Guarantee is enforceable and in place from the date of issuance until all obligations, warranties, duties and undertakings now or hereafter to be carried out or performed by the Purchaser under this Deed and the Land Grant shall have been satisfied or performed in full to the satisfaction of the Government in writing.

Drawdown

- 14.4 The Bank Bond may be drawn according to a percentage of the Maximum Sum by the Government upon the occurrence of any of certain events as follows:

- (a) upto 21% of the Maximum Sum if the Purchaser has failed to meet any of its commitments in Schedule 2 on the type of industry and the minimum gross floor area to be occupied for operation by strategic industry(ies) ;
- (b) upto 21% of the Maximum Sum if the Purchaser has failed to meet any of its commitments in Schedule 2 on the introduction of leading enterprises;
- (c) upto 21% of the Maximum Sum if the Purchaser has failed to meet any of its commitments in Schedule 2 on the period for commencement of operation;
- (d) upto 16% of the Maximum Sum if the Purchaser has failed to meet any of its commitments in Schedule 2 on the cumulative amount of investment for fixed assets ;
- (e) upto 16% of the Maximum Sum if the Purchaser has failed to meet any of its commitments in Schedule 2 on the committed number of positions; and
- (f) upto 5% of the Maximum Sum if the Purchaser has failed to meet any of its commitments in Schedule 2 on the proposals to improve environmental protection, social responsibility or governance.

Replacement Bank Bond

- 14.5 If so invited by the Government, the Purchaser may deliver a replacement Bank Bond in such amount less than the replaced Bank Bond to cover the remaining term of the Bank Bond Validity Period and such replacement Bank Bond shall be issued by a bank meeting the requirements of the Bank Bond as set out in clause 16 of and Annex V to the Tender Notice and on substantially the same terms as the replaced Bank Bond except for the amount.
- 14.6 If a Bond Replacement Event occurs, the Purchaser shall provide a replacement Bank Bond issued by a bank meeting the requirements set out in clause 16 of and Annex V to the Tender Notice no later than twenty (20) Business Days after the occurrence of that Bond Replacement Event.

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

15 DEFAULTS CAPABLE OF REMEDY

- 15.1 If a Default which in the sole opinion of the Government is capable of being remedied occurs, then the Government may give the Purchaser a notice in writing specifying that the Default has occurred and the nature of the Default (“**Default Notice**”).
- 15.2 On receipt of a Default Notice, the Purchaser shall promptly prepare and as soon as reasonably possible, in any event no later than ten (10) Business Days after the receipt of the Default Notice, submit to the Government for its approval a draft plan describing the actions and measures the Purchaser shall diligently pursue for the remedying or curing of the Default subject to the Default Notice (“**Draft Cure Plan**”).
- 15.3 Within a reasonable period after receipt of a Draft Cure Plan pursuant to clause 15.2, the Government shall notify the Purchaser either of its:
- (a) approval of the Draft Cure Plan subject to any condition(s) which it considers reasonable; or
 - (b) rejection of the Draft Cure Plan and provide reason(s) to the Purchaser for its rejection.
- 15.4 If the Government approves a Draft Cure Plan in accordance with clause 15.3(a) (“**Approved Cure Plan**”), the Purchaser shall remedy or cure the Default in accordance with the Approved Cure Plan within the period of time specified in the Approved Cure Plan (“**Applicable Cure Period**”).

- 15.5 Without prejudice to any other rights or remedies the Government may have in relation to any Loss that may be caused by or suffered as a result of or in connection with the Default, if the Purchaser remedies or cures the Default in accordance with clause 15.4 and obtains a written confirmation from the Government on the same, the Default shall be deemed to have been remedied or cured with effect from the date specified in the written confirmation issued by the Government.
- 15.6 If the Government rejects a Draft Cure Plan pursuant to clause 15.3(b), the Purchaser, in consultation in good faith with the Government, shall amend the Draft Cure Plan to meet the requirements of the Government and submit the amended Draft Cure Plan to the Government for its approval within five (5) Business Days of the date of the rejection of the Draft Cure Plan, in which case clause 15.3 shall apply to the amended Draft Cure Plan.
- 15.7 If the Government approves the amended Draft Cure Plan submitted in accordance with clause 15.6, the provisions of clause 15.4 shall be applicable. If the Government does not approve the amended Draft Cure Plan, then the Default shall be deemed a Default not capable of being remedied for the purposes of clause 16.

PART F: TERMINATION

16 TERMINATION

- 16.1 At any time after the occurrence of the following events, the Government may terminate this Deed immediately on notice to the Purchaser:
- (a) a Default which is not capable of being remedied;
 - (b) a Default which is subject to an Approved Cure Plan which is not remedied in accordance with the Approved Cure Plan within the Applicable Cure Period;
 - (c) the Land Grant Termination;
 - (d) the Purchaser becomes Insolvent;

- (e) a Change of Control in the Purchaser without the prior written consent of the Government;
- (f) the Purchaser wholly or substantially abandons the Lot or the Development;
- (g) as a result of a Force Majeure Event pursuant to clause 17.6;
- (h) the Purchaser does not comply with its probity obligations under clauses 23.1 and 23.5;
- (i) the Purchaser is in breach of any of the warranties or representations in this Deed;
- (j) the Purchaser or any of its Related Persons is charged with or convicted of an offence endangering national security in the performance of the Land Grant or the Service Deed; and
- (k) the Purchaser has failed to comply with clause 11.6(e).

(“Termination Events”).

- 16.2 If this Deed is terminated by the Government pursuant to clause 16.1, such termination shall be at no loss or cost to the Government and the Purchaser shall not be entitled to claim any compensation against the Government arising out of or in connection with it. The Purchaser hereby indemnifies the Government against any such losses or costs which the Government may suffer as a result of any such termination pursuant to clause 16.1.
- 16.3 Termination of this Deed pursuant to clause 16.1 is without prejudice to any other rights, remedies or claims available to the Government which have accrued under this Deed, the Land Grant or any other rights or remedies of the Government.
- 16.4 On the Termination Date or Expiry Date, whichever is earlier, the Government may exercise its rights under Special Condition No. [(14) for Hung Shui Kiu Town Lot No. 19 and 24, (16) for Hung Shui Kiu Town Lot No. 23] of the Land Grant.

17 FORCE MAJEURE

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

- (a) at the earliest possible opportunity, give notice in writing to the Government of the Force Majeure Event, stating the:
 - (i) nature and cause of the Force Majeure Event;
 - (ii) commencement date of the Force Majeure Event;
 - (iii) manner in which its performance of its obligation under this Deed will be delayed or prevented; and
 - (iv) likely duration in which its performance of its obligations under this Deed will be delayed or prevented by such Force Majeure Event;
- (b) use all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Deed; and
- (c) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the Force Majeure Event.

17.2 Within five (5) Business Days after the giving of notice in clause 17.1 of a Force Majeure Event, the Purchaser shall provide proof, in reasonable detail, of the matters set out in clause 17.1(a).

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

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

- 17.4 As soon as practicable following the Purchaser's notification of the Force Majeure Event, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate measures to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Deed, which includes taking or procuring the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with Good Industry Practice.
- 17.5 The Purchaser shall notify the Government as soon as practicable after the Force Majeure Event ceases or no longer causes the Purchaser to be unable to comply with its obligations under this Deed. Following such notification, this Deed shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the Parties.
- 17.6 The Government may, during the continuance of any Force Majeure Event, terminate this Deed immediately by notice to the Purchaser if a Force Majeure Event that affects all or a substantial part of the obligations of the Purchaser under this Deed occurs and continues for more than twenty (20) Business Days.

18 SURVIVAL

- 18.1 All terms of this Deed that, by their nature, are intended to survive the termination or expiration of this Deed shall survive any termination or expiration, including without limitation the following clauses: clause 6 (Audit and Access), clause 9 (Indemnity and Liability), clause 10 (Limitation of Liability), clause 14 (Bank Bond and Performance Guarantee), clauses 16.2, 16.3 and 16.4 (Termination), clause 20 (Intellectual Property), clause 21 (Confidentiality), clause 24 (General) and Schedule 1 (Definitions and Interpretation).

PART G: DISPUTE RESOLUTION

19 ESCALATION AND DISPUTE RESOLUTION

- 19.1 Except where expressly provided otherwise in this Deed, any dispute arising out of or in connection with this Deed shall be

resolved in accordance with the procedures set out in Schedule 3 (Escalation and Dispute Resolution).

PART H: INTELLECTUAL PROPERTY, CONFIDENTIALITY AND DATA PROTECTION

20 INTELLECTUAL PROPERTY

- 20.1 The Purchaser acknowledges and agrees that the Government is the owner of all Intellectual Property Rights, whether existing as at the Effective Date or created afterwards, in and to any documents or other works provided to the Purchaser in connection with this Deed.
- 20.2 The Government acknowledges and agrees that the Purchaser is the owner of all Intellectual Property Rights, whether existing as at the Effective Date or created afterwards, in and to any documents or other works provided to the Government in connection with this Deed (“**Purchaser Works**”). The Purchaser hereby grants to the Government and its authorised users a non-exclusive, transferable, royalty-free, irrevocable, worldwide and perpetual licence to use, reproduce, modify, adapt and create derivative works of the Purchaser Works for the purposes contemplated in this Deed.
- 20.3 To the extent permissible by law, in relation to the Purchaser Works and the Disclosable Information to the extent it is created by or under the direction of the Purchaser, the Purchaser shall grant or procure from any author involved in the creation of the Purchaser Works:
- (a) a waiver or a consent in favour of the Government and its authorised users of all of the Purchaser’s or any such author’s rights in connection with its or their authorship of the Purchaser Works or the Disclosable Information (as the case may be), including any moral rights relating thereto;
 - (b) an agreement or consent to all acts and omissions by the Government and its authorised users which would otherwise infringe the Purchaser’s or the author’s moral or other rights in the Purchaser Works or the Disclosable Information (as the case may be); and

- (c) an agreement not to assert any such moral or other rights in relation to the Purchaser Works or the Disclosable Information (as the case may be).

Such waiver, consent or agreement shall take effect from the grant of the licence for the Intellectual Property Rights pursuant to clauses 20.2 or 21.2 (as the case may be).

21 CONFIDENTIALITY

- 21.1 Subject to clauses 21.2 and 21.3, the Purchaser shall not use or disclose and shall keep confidential all matters relating to this Deed and shall use its best endeavours to prevent its employees, agents, representatives and Subcontractors from making any use or disclosure to any person of any matters relating hereto.
- 21.2 The Government reserves the right to disclose to any third party the Disclosable Information as it deems appropriate and the Purchaser grants to the Government a non-exclusive, transferable, royalty-free, irrevocable, worldwide and perpetual licence to publish, distribute, make available and communicate the Disclosable Information for this purpose.
- 21.3 Clause 21.1 shall not apply to any disclosure of information:
 - (a) required by any Applicable Laws (including National Security Laws);
 - (b) that is reasonably required by any persons engaged by the Purchaser in the performance of the Purchaser's obligations under this Deed (provided such third person is itself subject to confidentiality obligations with respect to the information);
 - (c) where the Purchaser can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 21.1;
 - (d) to enable a determination to be made under Schedule 3 (Escalation and Dispute Resolution); or

- (e) which is already lawfully in the possession of the Purchaser, prior to its disclosure by the Government.

22 DATA PROTECTION

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

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

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

- (a) to employees and Subcontractors to whom the disclosure is necessary for the provision of the Services, provided it is made subject to obligations of confidentiality no less onerous than those imposed upon the Purchaser and is consistent with any procedures specified by the Government from time to time; or
- (b) to the extent required by any Governmental Instrumentality, provided the Purchaser gives notice to the Government of any

such disclosure promptly after it becomes aware of that requirement.

22.3 At the time of collection of Personal Data from a data subject by the Purchaser or its employees or Subcontractors, the Purchaser shall or shall ensure that:

(a) it notifies such data subjects; and

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

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

PART I: MISCELLANEOUS

23 PROBITY

23.1 The Purchaser shall prohibit its employees, agents and Subcontractors who are involved in or in relation to this Deed from offering, soliciting or accepting any advantage (as defined in the Prevention of Bribery Ordinance (Cap. 201 of the Laws of Hong Kong)) when conducting business in connection with this Deed.

23.2 The Purchaser shall issue to each of its employees, agents and Subcontractors who are involved in or in relation to this Deed a copy of this clause on the Effective Date (or if such employees, agents or Subcontractors are engaged after the Effective Date, on the date of engagement).

23.3 The Purchaser shall give and shall ensure that the Government Representative is given all relevant information relating to the performance of the obligations set out in this clause 23 upon request.

23.4 If any part of this Deed is subcontracted to or by any person, the Purchaser shall ensure that the probity clause in Schedule 4 (Subcontracting) is included in all Subcontracts (whether or not the Purchaser is a party to such Subcontracts).

23.5 The Purchaser shall:

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

23.6 If this Deed is terminated in accordance with clause 16.1(h), due notice will be taken by the Government of the breach which may prejudice the standing, approval or eligibility of the Purchaser (as contractor or subcontractor) for inclusion or consideration in any approved list or pre-qualification exercise for Government contracts.

24 GENERAL

Savings

24.1 The Government's obligations under this Deed as a commercial contracting party shall not fetter the powers, discretions and duties of any Government bureaux, departments or officers under the Applicable Laws (including National Security Laws).

Notices

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

If to Purchaser

Address:

Fax No.:

Attention: [state position]

If to the Government

Address:

Fax No.:

Attention: [state position]

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

Address:

Fax No.:

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

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

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

Assignment

- 24.6 Subject to Special Condition No. [(11)(b)(ii) for Hung Shui Kiu Town Lot No. 19 and 24, (13)(b)(ii) for Hung Shui Kiu Town Lot No. 23] of the Land Grant, the Purchaser may not assign, novate or otherwise dispose of any or all of its rights and obligations under this Deed without the prior written consent of the Government.

Releases and waivers

- 24.7 The rights, powers and remedies conferred on any Party by this Deed and remedies available to any Party are cumulative and are additional to any right, power or remedy which it may have under general law or otherwise.
- 24.8 Any Party may, in whole or in part, release, compound, compromise, waive or postpone, in its absolute discretion, any liability owed to it or right granted to it under this Deed by any other Party without it in any way prejudicing or affecting its rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed.
- 24.9 Any relaxation, forbearance, indulgence or delay (together “indulgence”) of any Party in exercising any right shall not be construed as a waiver of the right and shall not affect the ability of that Party subsequently to exercise that right or to pursue any remedy, nor shall any indulgence constitute a waiver of any other right (whether against that Party or any other person).

No Agency

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

Entire Agreement

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

Severability

24.13 If any provision of this Deed shall be declared invalid, unenforceable or illegal by the courts of any competent jurisdiction to which it is subject or HKIAC as that term is defined in paragraph 2.2 of Schedule 3 (Escalation and Dispute Resolution), such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Deed in that jurisdiction or in Hong Kong (as the case may be), but it shall not affect the validity, enforceability or legality of that provision in another jurisdiction.

Counterparts

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

Costs and Expenses

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

Governing Law and Jurisdiction

24.16 This Deed is governed by and construed in accordance with the laws of Hong Kong. The Purchaser waives all defences of lack of personal jurisdiction and forum non conveniens. The choice of jurisdiction set out in Schedule 3 (Escalation and Dispute Resolution) does not prevent either Party from seeking injunctive relief with respect to a violation of Intellectual Property Rights or confidentiality in any appropriate jurisdiction.

Further Assurance

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

Change of Control

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

Third Party Rights

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

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

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

[signature of witness]

Name: *[witness name]*

Address: *[witness address]*

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

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

[signature of witness]

Name: *[witness name]*

Address: *[witness address]*

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

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

[signature of witness]

Name: *[witness name]*

Address: *[witness address]*

Note:

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

Schedule 1- Definitions and Interpretation

1 Interpretation

1.1 In this Deed:

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

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

2 Definitions

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

2.2 In this Deed:

- (a) **Applicable Cure Period** has the meaning given to it in clause 15.4.
- (b) **Approved Cure Plan** has the meaning given to it in clause 15.4.
- (c) **Applicable Laws** means all applicable laws, bye-laws, regulations, policies and codes of conduct.
- (d) **Authorisations** means permits, licences, approvals and authorisations of any nature.
- (e) **Bank Bond** means the bank bond in substantially the form set out in Annex V to the Tender Notice, and includes any replacement bank bonds in accordance with clause 14.6.
- (f) **Bank Bond Validity Period** has the meaning given to it in clause 14.2.
- (g) **Bond Replacement Event** means in respect of the Bank Bond (i) if the issuing bank becomes Insolvent; or (ii) the issuing bank ceases to be licensed under the Banking Ordinance (Cap. 155 of the Laws of Hong Kong) or the issuing bank’s licence issued pursuant to such Ordinance has been suspended in accordance with such Ordinance; or (iii) the Bank Bond becomes invalid or unenforceable.
- (h) **Business Day** means any day (other than a Saturday or Sunday) on which banks generally are open in Hong Kong.
- (i) **Change of Control** means:
 - i. if the Purchaser is a company:
 - (A) a change in the shareholding or equity interest representing at least fifteen percentage (15%) of total issued share capital or total equity of the Purchaser;

- (B) any other event such that a change occurs in the control (as described in (I), (II) or (III) below) of the Purchaser or any company which is a holding company of the Purchaser from that which existed at the Effective Date (whether occurring at one time or through a series or succession of transactions); or
- (C) a change in the corporate structure of the Purchaser or any company which is a holding company of the Purchaser, which results in a person other than the shareholder of the Purchaser as at the Effective Date:
 - I. controlling the composition of the board of directors of the Purchaser;
 - II. controlling the voting power of the board of directors or any class of shareholders of the Purchaser, or both; or
 - III. holding more than one half of the issued share capital (either beneficially or otherwise) of the Purchaser;
- ii. if the Purchaser is a partnership, a change in any of the partners in the partnership.
- (j) **Claim** means all actions, proceedings, costs, claims and demands whatsoever.
- (k) **Consolidation Order** has the meaning given to it in paragraph 2.9(a) of Schedule 3 (Escalation and Dispute Resolution).
- (l) **Deed** means this deed (including all schedules to it).
- (m) **Default** means a breach of this Deed.
- (n) **Default Notice** has the meaning given to it in clause 15.1.
- (o) **Development** means the building or buildings erected or to be erected on the Lot in accordance with the Land Grant.
- (p) **Disclosable Information** means:
 - (i) this Deed;
 - (ii) the Land Grant; and
 - (iii) any reports or information submitted to the Government in relation to this Deed and the Land Grant pursuant to this Deed.
- (q) **Dispute** means a dispute, controversy, difference or claim between the Parties arising out of or in relation to this Deed.
- (r) **Draft Cure Plan** has the meaning given to it in clause 15.2.
- (s) **Effective Date** means the date of this Deed.
- (t) **Expiry Date** means the date that the Government is satisfied in writing that the Purchaser has performed all its obligations in Schedule 2 to this Deed.

- (u) **Force Majeure Event** means any cause materially preventing the performance of the Purchaser's obligations under this Deed arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm, earthquake and disaster, but excluding (i) any industrial dispute relating to the Purchaser, the Purchaser's employees or any other failure in the Purchaser's supply chain and (ii) any widespread disease or epidemic.
- (v) **Good Industry Practice** means the standards, practices, methods and procedures conforming to all laws and regulations, and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.
- (w) **Government Representative** means any representative of the Government or any public officer as designated by the Government from time to time for the purpose of this Deed.
- (x) **Governmental Instrumentality** means the government of Hong Kong, and any bureau, department or political subdivision of the government of Hong Kong, and any individual or entity under the direct or indirect control of any such government exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government or any other governmental entity, instrumentality, agency, authority, board, corporation, committee or commission, trust or any independent regulatory authority, in each case within Hong Kong, and any successor to or any assignee of any of the foregoing.
- (y) **HKIAC** has the meaning given to it in paragraph 2.2 of Schedule 3 (Escalation and Dispute Resolution).
- (z) **Hong Kong** means the Hong Kong Special Administrative Region of the People's Republic of China.
- (aa) **Insolvent** means the occurrence of any of the following events in relation to an entity:
 - (i) that the entity is unable or admits inability to pay its debts as they fall due or suspends making payments on any of its debts other than in connection with a bona fide dispute;
 - (ii) any appointment of a receiver or administrator in respect of the entity by a government agency;

- (iii) any corporate action, legal proceedings or other procedure or step in respect of the winding-up of the entity or the appointment of an insolvency practitioner to manage the entity or any of its affairs; or
 - (iv) any corporate action, legal proceedings or other procedure or step taken in relation to:
 - (A) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, bankruptcy or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the entity; or
 - (B) a composition, assignment or arrangement with any material creditor of the entity, or any analogous procedure or step taken in any jurisdiction.
- (bb) **Intellectual Property Rights** means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs, processes, and other intellectual property rights whether now known or created in future (of whatever nature and wherever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights.
- (cc) **Land Grant** has the meaning given to it in Recital C.
- (dd) **Land Grant Termination** means any of the following:
 - (i) the expiry of the term of the Land Grant;
 - (ii) the termination of the Land Grant pursuant to the terms thereof and/or Applicable Laws;
 - (iii) the re-entry of the Lot by the Government pursuant to the terms of the Land Grant and/or Applicable Laws;
 - (iv) the Land Grant being rescinded, avoided, annulled or otherwise ceasing to be valid or effective for any reason; or
 - (v) the Purchaser ceasing to have any estate, right, title, benefit or interest in the Lot as Purchaser under the Land Grant.
- (ee) **Loss** means any liability (including legal expenses) of any kind whatsoever and includes direct and indirect, consequential or special damage, loss of profits, loss of use, loss of revenue, anticipated revenue, interest or other such claim arising from any cause whatsoever whether or not such loss, damage or claim is based on contract, statute, warranty,

- tort (including negligence), indemnity or otherwise.
- (ff) **Lot** has the meaning given to it in Recital A.
 - (gg) **Maximum Sum** has the meaning given to it in Annex V of the Tender Notice.
 - (hh) **national security** has the meaning given to it under the Safeguarding National Security Ordinance (6 of 2024).
 - (ii) **National Security Laws** means all laws and legislation relating to the safeguarding of national security which are from time to time in force in or applicable to Hong Kong, including the Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region as applied in Hong Kong under the Promulgation of National Law 2020 (L.N. 136 of 2020) and the Safeguarding National Security Ordinance.
 - (jj) **offence endangering national security** has the meaning given to it under the Safeguarding National Security Ordinance.
 - (kk) **Parties** means the parties to this Deed and "Party" means any one of them.
 - (ll) **PDPO** means the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong).
 - (mm) **Performance Guarantee** means the performance guarantee in substantially the form set out in Annex IV to the Tender Notice.
 - (nn) **Personal Data** has the meaning given to it in the PDPO.
 - (oo) **Project** means (i) the development, financing, design, engineering, procurement, transportation, construction, erection, installation, equipping, completion, testing, commissioning, insurance, ownership, operation and maintenance of the Development and all necessary facilities and equipment related thereto, located at the Lot; (ii) provision of the Services; and (iii) all activities incidental to any of the foregoing, in accordance with this Deed and the Land Grant.
 - (pp) **Purchaser Representative** means the individual notified to the Government as being the Purchaser Representative in accordance with clause 7 or any replacement individual.
 - (qq) **Purchaser Works** has the meaning given to it in clause 20.2.
 - (rr) **Related Person** in relation to a person means any director, employee or agent of the Purchaser who is directly involved in the performance of the Land Grant or the Service Deed.
 - (ss) **Services** means all or any items, proposals and obligations as

stipulated in Schedule 2.

- (tt) **Subcontract** means any contract between the Purchaser and a third party pursuant to which the Purchaser agrees to subcontract such of its rights and/or obligations under this Deed to that third party (subject to the prior written consent of the Government and any terms and conditions the Government may at its absolute discretion impose pursuant to clause 11.1).
- (uu) **Subcontracted Services** means those tasks or services provided or to be provided pursuant to this Deed through a Subcontractor in accordance with clause 11.
- (vv) **Subcontractor** means any or all the contractors or service providers that enter into a Subcontract with the Purchaser.
- (ww) **Tender Notice** has the meaning given to it in Recital A.
- (xx) **Term** means the term of this Deed, as defined in clause 2.1.
- (yy) **Termination Date** means the date this Deed is terminated in accordance with clause 16.1.
- (zz) **Termination Event** means any of the events triggering termination set out in clause 16.1.

Schedule 2 – Service Obligations

The Purchaser shall fulfil its commitments and meet its obligations as set out in this Schedule. The proposals in the non-premium submission of the Purchaser's tender and accepted by the Government shall form part of this Schedule.

[Insert the successful tenderer's proposals in its non-premium submission as accepted by the Government].

Schedule 3 - Escalation and Dispute Resolution

1 Mediation

- 1.1 The Parties shall first refer any Dispute (including, for the avoidance of doubt, any question as to the existence, validity, termination or interpretation of this Deed) to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time (“**Mediation Rules**”).
- 1.2 If the mediation is either (i) terminated by the agreement of the Parties or by reason of any of the matters set out in the Mediation Rules; or (ii) abandoned by the mediator; or (iii) otherwise concluded without the Dispute being resolved (“**Cessation of the Mediation**”), then such Dispute shall be referred to the Hong Kong courts for resolution, unless the Government decides in its absolute discretion to refer the Dispute to arbitration in accordance with paragraph 2 (Arbitration) herein, in which case the Government shall notify the Purchaser of its election within 60 days of the Cessation of the Mediation and thereafter the Dispute shall be settled exclusively and finally in accordance with paragraph 2 (Arbitration).

2 Arbitration

- 2.1 Any Dispute that cannot be resolved by the Parties pursuant to paragraph 1 (Mediation) and which the Government has notified the Purchaser of its election to settle the Dispute by arbitration within 60 days of the Cessation of the Mediation as provided for in paragraph 1.2, shall be submitted by either Party to arbitration in accordance with this paragraph 2 (Arbitration) irrespective of the amount in Dispute or whether such Dispute would otherwise be considered justifiable or ripe for resolution by any court. This Deed and the rights and obligations of the Parties shall remain in full force and effect pending the award of such arbitration proceeding, which award, if appropriate, shall determine whether and when any termination shall become effective.
- 2.2 Each arbitration between the Parties shall be held and finally settled in the Hong Kong International Arbitration Centre (“**HKIAC**”) in Hong Kong, and shall be conducted pursuant to the UNCITRAL

Arbitration Rules in force at the time the arbitration commences. The seat of arbitration shall be Hong Kong. The appointing authority shall be the HKIAC.

- 2.3 The arbitration shall be conducted by an arbitration tribunal (“**Tribunal**”) consisting of three (3) arbitrators. Subject to paragraph 2.5, each Party shall appoint one (1) arbitrator with, in the case of a Dispute of a technical nature, knowledge and experience in such technical matters. The two (2) arbitrators so appointed shall, subject to paragraph 2.5, jointly nominate the third (3rd) arbitrator who shall serve as the chairperson of the Tribunal. If within thirty (30) days after the receipt of a Party’s notification of the appointment of an arbitrator the other Party has not notified the first party of the arbitrator it has appointed, the first party may request the HKIAC to appoint the second arbitrator. Likewise, if within thirty (30) days after the confirmation of both arbitrators appointed, the two (2) arbitrators have not agreed on the choice of the third arbitrator (the chairperson), then such arbitrator shall, subject to paragraph 2.5, be appointed by the HKIAC.
- 2.4 Any arbitration commenced pursuant to paragraph 2 shall be completed within two hundred and forty (240) days of the confirmation of the composition of the Tribunal absent agreement of the Parties to an extension of such time limit or unless the Tribunal determines that the interest of justice or the complexity of the case requires that such limit be extended. The Parties shall be entitled to discovery of documents in accordance with the direction of the Tribunal. All direct testimony shall be offered by way of affidavit. The Party submitting an affidavit shall make the affiant available for cross-examination before the Tribunal. The Parties waive any claim to any damages in the nature of punitive, exemplary or statutory damages in excess of compensatory damages, and the Tribunal is specifically divested of any power to award such damages. The award of the Tribunal shall be final and binding on the Parties (i.e., not subject to appeal), and the Parties agree that an arbitration award may be entered in any court having jurisdiction thereof. The Tribunal shall have the right and authority to grant injunctive, declaratory and other equitable relief.
- 2.5 No arbitrator shall be a present or former employee or agent of, or

consultant or counsel to the Purchaser or its affiliates or any Governmental Instrumentality or a national of a state with which the domicile of any Party does not maintain diplomatic relations. The chairperson of the Tribunal shall not be a permanent resident of Hong Kong.

2.6 The arbitration shall be conducted in the English language and all documents submitted in connection with such proceeding shall be in the English language or, if in another language, accompanied by a certified English translation.

2.7 The Parties further undertake to carry out without delay the provisions of any arbitration award or decision, and each agrees that any such award or decision may be enforced by any court or tribunal having jurisdiction.

2.8 The Parties shall each pay one-half (1/2) of any advances on costs required under the UNCITRAL Arbitration Rules or as otherwise requested by the Tribunal. The costs of such arbitration shall be finally determined and allocated between the Parties by the Tribunal in its award.

2.9 The Parties consent to the consolidation of arbitrations commenced under this paragraph 2 as follows:

(a) if two or more arbitrations are commenced under this paragraph 2, any Party named as claimant or respondent in any of these arbitrations may petition to any of the arbitral tribunals appointed in these arbitrations for an order that all or any of these arbitrations be consolidated in a single arbitration (“**Consolidation Order**”). The petition for a Consolidation Order shall be made as soon as practicable and the Party making such application shall give notice to the other Parties to the arbitrations sought to be consolidated;

(b) in deciding whether to make a Consolidation Order, the arbitral tribunal petitioned shall consider any and all of the following:

(i) whether the several arbitrations raise common issues of fact and/or law which could result in conflicting awards or obligations;

- (ii) whether any Dispute raises issues which are substantially the same as, or connected with issues, either based on facts or law, raised in a dispute which has already been referred to arbitration under any other agreement to which the Parties are also parties; and
 - (iii) whether to consolidate the several arbitrations would serve the interests of justice and efficiency;
- (c) where such a Consolidation Order is made, the arbitral tribunals involved may give such directions as the interests of fairness, economy and expedition require including:
 - (i) that the documents disclosed by the Parties in one arbitration shall be made available to the other Parties to the other arbitration upon such conditions as the tribunals may determine; and
 - (ii) that the evidence given in one arbitration shall be received and admitted in the other arbitration, subject to all Parties being given a reasonable opportunity to comment upon it and subject to such other conditions as the arbitral tribunals may determine;
- (d) on the making of a Consolidation Order, the arbitral tribunals involved may determine amongst themselves as to which arbitral tribunal is to have carriage of the consolidated arbitral proceeding, having regard to the facts or law in issue and the interests of justice and efficiency;
- (e) in the absence of an agreement between the arbitral tribunals under paragraph 2.9(d), the HKIAC shall determine which arbitral tribunal is to have carriage of the consolidated arbitral proceeding, having regard to the facts or law in issue and the interests of justice and efficiency;
- (f) on the making of a determination under paragraph 2.9(d) or 2.9(e), the appointments of those arbitral tribunal members that do not have carriage of the consolidated arbitral proceeding shall be considered terminated on the making of the determination. Such termination is without prejudice to:
 - (i) the validity of any acts done or orders made by them

prior to the termination;

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

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

3 Obligations Continuing

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

Schedule 4 – Subcontracting

1 Terms which shall be included in any Subcontract

1.1 Confidentiality

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

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

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

1.2 Probity

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

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

2 [C] The Subcontractor shall give and shall ensure that each

representative of the Purchaser (“Representative”) and any persons authorised by him in writing are given all relevant information relating to the performance of the obligations set out in this clause (Probity) upon request.

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

2 [E] During the Term, the Subcontractor shall:

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

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

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

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

1.3 Data Protection

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

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

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

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

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

Subcontractor shall or shall ensure that:

(a) it notifies such data subjects; and

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

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

Annex IV to the Tender Notice

Form of Performance Guarantee

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

By

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

IN FAVOUR OF

The Government of the Hong Kong Special Administrative Region (the "**Government**").

WHEREAS:

- (A) By a service deed and all its schedules (the "**Service Deed**", which term includes all amendments to, variations of or supplements to it from time to time in force), the Government agrees to engage [INSERT NAME], [a company incorporated in accordance with the laws of [] whose registered office address is at []] [a [INSERT TYPE] partnership established in accordance with the laws of [] whose [registered office / principal place of business] address is at []] (the "**Purchaser**") in connection with (i) the development, financing, design, engineering, procurement, transportation, construction, erection, installation, equipping, completion, testing, commissioning, insurance, ownership, operation and maintenance of the Development (as defined in the Service Deed) and all necessary facilities and equipment related thereto, located at Hung Shui Kiu Town Lot No. [19 / 23 / 24]; (ii) provision of the Services (as defined in the Service Deed); and (iii) all activities incidental to any of the foregoing, in accordance with the Service Deed and the land grant relating to Hung Shui Kiu Town Lot No. [19 / 23 / 24] and all its schedules and annexes (the "**Land Grant**", which term includes all amendments to, variations of or supplements to it from time to time in force). The Service Deed together with the Land Grant are hereinafter collectively referred to as the "**Contract Documents**".
- (B) It is a condition of awarding the Contract Documents that the Purchaser procures the execution and delivery to the Government of a guarantee in respect of the obligations of the Purchaser under the Service Deed from the Guarantor in the form of this Guarantee.
- (C) The Guarantor has agreed to guarantee due and prompt performance under the Service Deed by the Purchaser upon their execution.
- (D) It is the intention of the parties that this document be executed as a deed.

NOW IT IS HEREBY AGREED as follows:

- 1. In consideration of the Government entering into the Service Deed with the Purchaser, the Guarantor irrevocably and unconditionally:
 - (a) as primary obligor and not as surety guarantees to the Government the due and punctual performance by the Purchaser of each and all the obligations, warranties, duties and undertakings of the Purchaser under and pursuant to the Service Deed when and if such obligations, duties and undertakings shall become due and performable according to the terms of such contract; and
 - (b) agrees, in addition to its obligations set out in Clause 1(a) above, to indemnify and keep indemnified the Government and its officers at all times against all losses, liabilities, actions, proceedings, claims, damages, charges, demands, costs and expenses (including in-house and external legal costs) which the Government may incur or suffer by reason of, arising out of or in connection with any breach by the Purchaser of its obligations, warranties, duties and undertakings under and pursuant to the Service Deed

save that this shall not be construed as imposing greater or different obligations or liabilities on the Guarantor than are imposed on the Purchaser under the Service Deed.

2. The Guarantor agrees that it shall not in any way be released from liability under this Guarantee by any act, omission, matter or other thing whereby (in absence of this provision) the Guarantor would or might be released in whole or in part from liability under this Guarantee including, without limitation, and whether or not known to the Guarantor:
 - (a) any modification, amendment, alteration or variation in or to any of the conditions or provisions of any of the Contract Documents or the works or the services thereunder; or
 - (b) any arrangement made between the Purchaser and the Government; or
 - (c) any breach or breaches of any of the Contract Documents, whether by the Purchaser or by the Government, or any other default or defaults of the Purchaser or the Government, and whether the same is or are made or occur with or without the Guarantor's knowledge or consent; or
 - (d) any waiver, compromise, indulgence, forbearance or forgiveness by the Government whether as to time, payment, performance or any other matter or thing afforded to the Purchaser under any of the Contract Documents; or
 - (e) the taking, variation, renewal or release of, the enforcement of or neglect to perfect or enforce, any right, guarantee, remedy or security from or against the Purchaser or any third party; or
 - (f) any unenforceability, illegality or invalidity of any of the Contract Documents or any of the provisions of any of the Contract Documents or any of the Purchaser's obligations under any of the Contract Documents, so that this Guarantee shall be construed as if there were no such unenforceability, illegality or invalidity; or
 - (g) any avoidance, suspension or termination of any of the Contract Documents; or
 - (h) the dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, bankruptcy, liquidation, winding-up, the appointment of an administrator or receiver, other failure or financial disability or any other analogous event affecting the Purchaser or the Guarantor; or
 - (i) any disability, incapacity or change in the constitution of any or all of the Purchaser, the Government and the Guarantor; or
 - (j) any dispute between the Government and the Purchaser under or in relation to any of the Contract Documents; or
 - (k) any other matter or things (whether similar to the foregoing or otherwise) whereby the obligations of the Guarantor hereunder might under any applicable law be discharged or affected,

and the Guarantor hereby waives notice of the foregoing.

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

3. The Guarantor by this Guarantee authorises the Purchaser and the Government to make any addendum, variation or amendment to the Contract Documents, or the works or the services thereunder, the due and punctual performance of which addendum and variation shall be likewise guaranteed by the Guarantor in accordance with the terms of this Guarantee.
4. This Guarantee shall be a primary obligation of the Guarantor but the Government shall be

obliged before enforcing this Guarantee (save in the case of a payment default by the Purchaser under the Service Deed where the amount available to be drawn under the bank bonds provided by the Purchaser is insufficient to cover the amount of the payment in default) to give the Guarantor fifteen (15) Business Days' notice in writing of its intention to enforce this Guarantee and the Government shall not enforce this Guarantee if within such fifteen (15) Business Day period the Guarantor or the Purchaser remedies the default for which the Government intended to enforce the Guarantee to the Government's satisfaction, as shall be evidenced by a settlement in writing between the Government and the Guarantor. The Government shall not be obliged to: (i) take any action in any court or arbitral proceedings or to obtain any judgment or award against the Purchaser; (ii) subject to the provisions above, grant any time or indulgence to the Purchaser; (iii) make any claim against or any demand of the Purchaser; (iv) enforce any other security held by it; or (v) pursue or exhaust any other right or remedy against the Purchaser or any other person in respect of the obligations of the Purchaser under the Service Deed. In the event that the Government brings proceedings against the Purchaser, the Guarantor will be bound by any findings of fact, interim or final award or judgment made by an arbitrator or the court in such proceedings. For the avoidance of doubt, the Government will not be entitled to double recovery in respect of the same portion of claim and any payments made by the Guarantor hereunder shall automatically release the Purchaser to the extent of such recovery from the Guarantor.

5. This Guarantee is a continuing guarantee and accordingly shall remain in full force and effect from the date first written above (notwithstanding the occurrence of any event set out in Clause 2) until all obligations, warranties, duties and undertakings now or hereafter to be carried out or performed by the Purchaser under the Service Deed shall have been satisfied or performed in full and is not revocable. This Guarantee is in addition to and not in substitution for and shall not merge with any other right, remedy, guarantee or security which the Government may at any time hold for the performance of such obligations and may be enforced without first having recourse to any such security. When all obligations, warranties, duties and undertakings now or hereafter to be carried out or performed by the Purchaser under the Service Deed shall have been satisfied and performed in full, pursuant to the Service Deed, this Guarantee shall become of no further effect and shall be returned to the Guarantor by the Government.
6. Until all amounts which may be or become payable under the Service Deed or this Guarantee have been irrevocably paid in full, the Guarantor shall not, as a result of this Guarantee or any payment or performance under this Guarantee, be subrogated to any right or security of the Government or claim or prove in competition with the Government against the Purchaser, demand or accept repayment of any monies or claim any right of contribution, set-off or indemnity from and against the Purchaser, and any sums received by the Guarantor or the amount of any set-off exercised by the Guarantor in breach of this provision shall be held by the Guarantor in trust for and shall be promptly paid to the Government.
7. Each payment to be made by the Guarantor under this Guarantee shall be made in full in Hong Kong Dollars, without any set off or counterclaim or restriction or condition whatsoever or howsoever arising and free and clear of all deductions or withholdings of any kind whatsoever or howsoever arising. If any deduction or withholding must be made by law (including double taxation treaties), the Guarantor will pay that additional amount which is necessary to ensure that the Government receives on the due date a net amount equal to the full amount which it would have received if the payment had been made by the Purchaser under the Service Deed. The Guarantor shall promptly deliver to the Government any receipts, certificates or other proof evidencing the amounts paid or payable in respect of any such deduction or withholding.
8. The Guarantor shall upon receipt of first written demand (the date of such receipt being the "**Due Date**") make payment in full to the Government of any amount due under this Guarantee. The Guarantor shall pay interest on any amount due under this Guarantee from the Due Date until the date of payment in full calculated on a daily basis at the rate of two (2) percent per annum above the average best lending rate announced by the prevailing note-issuing banks in Hong Kong, namely, the Hongkong and Shanghai Banking Corporation Limited, Standard Chartered Bank (Hong Kong) Limited and Bank of China (Hong Kong) Limited for the time being.

9. The Guarantor will reimburse the Government for all legal and other costs incurred by the Government in connection with the enforcement of this Guarantee.
10. The Government may appropriate any sum paid by the Purchaser, the Guarantor or any other person or recovered or received on account of the obligations which are the subject of this Guarantee as it sees fit and correct.
11. Any settlement or discharge between the Government and the Purchaser and/or the Guarantor shall be conditional upon no settlement with security or payment to the Government by the Purchaser or the Guarantor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision of enactment relating to bankruptcy, insolvency or liquidation for the time being in force, and accordingly (but without limiting the Government's other rights hereunder), the Government shall be entitled to recover from the Guarantor, as if such settlement or discharge had not occurred, the value of such settlement or security or the amount of any such payment.
12. The Guarantor warrants that this Guarantee is its legally binding obligation and is enforceable in accordance with its terms.
13. The Guarantor warrants that it has full power, authority and legal right to enter into and engage in the transactions contemplated by this Guarantee and has taken or obtained all necessary governmental and other consents and authorisations for the giving and implementation of this Guarantee.
14. The Guarantor warrants and confirms to the Government that it has not entered into this Guarantee in reliance upon, nor has it been induced to enter into this Guarantee by any representation, warranty or undertaking made by or on behalf of the Government (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Guarantee or the Service Deed.
15. Any notice to or demand on the Guarantor to be served under this Guarantee may be delivered or sent by registered post or courier to the Guarantor at:
Address: []
Attention: []
Telephone: []
or at such other address as it may have notified to the Government by no less than fifteen (15) Business Days' prior written notice.
16. Any such notice or demand shall be deemed to have been served:
 - (a) if delivered by hand, at the time of delivery;
 - (b) if delivered by courier, at the time of delivery as established by a courier's receipt; or
 - (c) if posted, at the time of delivery as established by a postal receipt.
17. In proving service of a notice or demand, it shall be sufficient to prove that delivery was made in accordance with Clause 16.
18. For the purposes of this Guarantee, "**Business Day**" means a day (other than a Saturday or a Sunday) on which banks are generally open in Hong Kong for normal business; "**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China; and "**Hong Kong Dollars**" means the lawful currency of Hong Kong.
19. No delay or omission of the Government in exercising any right, power or privilege under this Guarantee shall impair or be construed as a waiver of such right, power or privilege nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

20. A waiver given or consent granted by the Government under this Guarantee will be effective only if given in writing and then only in the instance and for the purposes for which it is given in writing.
 21. A waiver by the Government shall not constitute a continuing waiver and shall not prevent the Government from subsequently enforcing any of the provisions of this Guarantee.
 22. If any provision of this Guarantee shall be declared invalid, unenforceable or illegal by the courts of any competent jurisdiction to which it is subject, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Guarantee in that jurisdiction, but it shall not affect the validity, enforceability or legality of that provision in another jurisdiction.
 23. The Guarantor shall pay all stamp duties and taxes, if any, to which the execution and delivery of this Guarantee may be subject in Hong Kong, or elsewhere and shall indemnify the Government against any and all liabilities arising from any delay or omission to pay any such duties and taxes.
 24. This Guarantee is irrevocable. Further, this Guarantee and any rights and obligations of the Government and the Guarantor thereunder shall not be assigned or transferred by the Guarantor except with the prior approval in writing of the Government and on the conditions that:
 - (a) this Guarantee and all rights and obligations of the Government and the Guarantor thereunder shall be assigned or transferred as a whole; and
 - (b) the assignee shall covenant in writing with the Government to perform all the obligations of the Guarantor under this Guarantee.
- The Guarantor shall ensure that notice in writing of any assignment or transfer of this Guarantee and all rights and obligations thereunder shall be given to the Purchaser.
25. (a) Any dispute or difference arising out of or in connection with this Guarantee shall first be referred to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time.
 - (b) If the said dispute or difference is not settled by mediation according to Clause 25(a) above, the Guarantor agrees that the Government or it may institute litigation in respect of the said dispute or difference. The Guarantor irrevocably agrees to submit to the exclusive jurisdiction of the courts of Hong Kong in respect of the said dispute or difference.
 - (c) The Guarantor irrevocably appoints [] to receive for it and on its behalf, service of process issued out of the Hong Kong courts in any legal action or proceedings concerned. Nothing in this paragraph shall affect the right of the Government to join other parties in any proceedings to serve process in any other manner permitted by law but if the said process agent ceases to exist or have an office in Hong Kong, the Guarantor shall forthwith appoint another process agent which shall be a company incorporated in and having its registered office in Hong Kong. The Guarantor expressly consents to the enforcement of any judgment of the Hong Kong courts pursuant to this Clause in any court of any other competent jurisdiction.
 26. This Guarantee shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of the Hong Kong Courts.
 27. This Guarantee may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

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

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

Witnesses

Signature: _____

Name: _____

Address: _____

Annex V to the Tender Notice

Form of Bank Bond

[LETTERHEAD OF BANK]

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

[_____]

[_____]

Dear Sirs,

BANK BOND IN RESPECT OF THE BUILDING OR BUILDINGS AT HUNG SHUI KIU TOWN LOT No. [19 / 23 /24])

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

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

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

Under the Service Deed, the Purchaser agrees to carry out (i) the development, financing, design, engineering, procurement, transportation, construction, erection, installation, equipping, completion, testing, commissioning, insurance, ownership, operation and maintenance of the Development (as defined the Service Deed) and all necessary facilities and equipment related thereto, located at Hung Shui Kiu Town Lot No. [19 / 23 / 24]; (ii) provision of the Services (as defined in the Service Deed); and (iii) all activities incidental to any of the foregoing, in accordance with the Service Deed and the Land Grant. The Purchaser agrees to provide a bank bond in connection with its obligations under the Service Deed up to a maximum aggregate amount of [ten million Hong Kong Dollars (HK\$10,000,000) in the case of Hung Shui Kiu Lot No. 19, and twenty million Hong Kong Dollars (HK\$20,000,000) in the case of Hung Hui Kiu Lot Nos. 23 and 24] (the "**Maximum Sum**").

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

NOW IT IS HEREBY AGREED as follows:

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

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

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

and the Obligor hereby waives notice of the foregoing.

10. The Obligor confirms that its liability hereunder shall be a continuing liability and that this Bank Bond shall remain in full force and effect from the date first written above until:
 - (a) the end of six (6) months counting from the date of early termination or expiry of the Term (as defined in the Service Deed); or
 - (b) if at the time of early termination or expiry of the Term, there is any outstanding right or claim of the Government, or any outstanding obligation or liability of the Purchaser, whether under or arising from or in relation to the Service Deed, the date on which all such rights and obligations, and claims and liabilities have actually been carried out, completed and discharged (as confirmed by the Government in writing),

whichever is the later (the "**Expiry Date**").
11. This Bank Bond shall expire as to any Undrawn Portion of the Maximum Sum at the close of normal banking business on the Expiry Date. "**Undrawn Portion**" shall mean the Maximum Sum less the aggregate amount which shall have been the subject of the Government's demand or demands for payment as herein before provided. The expiry of this Bank Bond under Clause 10 above shall not affect or discharge the liability of the Obligor to make payment of any demand made in accordance with the provisions of Clauses 1 and 2 above and received by the Obligor on or before the Expiry Date.
12. This Bank Bond is irrevocable. Further, this Bank Bond and any rights and obligations of the Government and the Obligor thereunder shall not be assigned or transferred by the Obligor except with the prior approval in writing of the Government and on the conditions that:
 - (a) this Bank Bond and all rights and obligations of the Government and the Obligor

thereunder shall be assigned or transferred as a whole; and

- (b) the assignee shall covenant in writing with the Government to perform all the obligations of the Obligor under this Bank Bond.

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

- 13. Any waiver by the Government of the terms of this Bank Bond or any consent or approval given by the Government shall only be effective if given in writing and then only for the purpose and upon the terms and conditions if any on which it is given.
- 14. If any provision of this Bank Bond shall be declared invalid, unenforceable or illegal by the courts of any competent jurisdiction to which it is subject, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Bank Bond in that jurisdiction, but it shall not affect the validity, enforceability or legality of that provision in another jurisdiction.
- 15. This Bank Bond shall be governed by and construed in accordance with the laws of Hong Kong.
- 16. Any dispute or difference arising out of or in connection with this Bank Bond shall first be referred to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time.
- 17. If the said dispute or difference is not settled by mediation according to Clause 16 above, the Obligor agrees that the Government or it may institute litigation in respect of the said dispute or difference. The Obligor hereby irrevocably agrees to submit to the exclusive jurisdiction of the courts of Hong Kong in respect of the said dispute or difference.
- 18. The Obligor shall reimburse the Government for all legal and other costs incurred by the Government in connection with the enforcement of this Bank Bond. All sums payable by the Obligor pursuant to this Clause 18 shall not be regarded as part of the Maximum Sum and shall be payable in addition to the Maximum Sum.
- 19. The Obligor hereby represents and warrants that the undersigned has full authority to execute this Bank Bond on behalf of the Obligor.
- 20. For the purposes of this Bank Bond, **“Hong Kong”** means the Hong Kong Special Administrative Region of the People’s Republic of China; and **“Hong Kong Dollars”** means the lawful currency of Hong Kong.

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

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

Witnesses

Signature: _____

Name: _____

Address: _____

Form of Demand Notice

To: [OBLIGOR]
[ADDRESS]

Bank Bond Reference/No.: [INSERT DETAILS]

Dear Sirs,

Demand Notice

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

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

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

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

Yours faithfully,

[AUTHORIZED SIGNATORY]

Annex VI to the Tender Notice

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

1. Overview

- 1.1. Capitalised terms not otherwise defined herein shall have the meaning given in the Tender Notice.
- 1.2. In this Annex VI:
 - (a) **"Purchaser"** shall mean the purchaser of the relevant tendered lot that is named in paragraph 3 of the Form of Tender (Non-Premium Submission) and paragraph 3 of the Form of Tender (Premium Submission) in respect of the tender that is accepted by the Government through the issue of notification of acceptance of tender in accordance with paragraph 12 of the Tender Notice;
 - (b) **"Performance Guarantor"** shall mean a performance guarantor meeting the requirements of the Tender Notice; and
 - (c) **"Premium Payment Guarantor"** shall mean a premium payment guarantor meeting the requirements of the Tender Notice.

Drafting Notes:

- Note 1 - refer to the Purchaser and/or Performance Guarantor and/or Premium Payment Guarantor, as appropriate.*
- Note 2 - refer to the documents executed by the Purchaser and/or Performance Guarantor and/or Premium Payment Guarantor, as appropriate.*
- Note 3 - adopt as appropriate depending on whether there is/are one or more executed documents.*

2. Content of the Legal Opinions

- 2.1. The legal opinion[s] shall contain legal advice confirming that:
 - (a) the [Purchaser/Performance Guarantor/Premium Payment Guarantor] [*Note 1*] is duly incorporated or established, validly existing and in good standing under the laws of the place where it is incorporated or established ("**Place of Incorporation**");
 - (b) the [Purchaser/Performance Guarantor/Premium Payment Guarantor] [*Note 1*] has the full power, authority and legal capacity to execute the [Memorandum of Agreement and the Service Deed/Performance Guarantee/Premium Payment Guarantee and Indemnity] [*Note 2*] ([each a] [*Note 3*] "**Relevant Document**") and to incur the liabilities and to perform the obligations therein;
 - (c) the execution and delivery of [each/the] [*Note 3*] Relevant Document has been duly authorised by all necessary corporate action. Once the Relevant Document[s] [*Note 3*] [is/are] executed, [it/they] [*Note 3*] constitute[s] [*Note 3*] legal, valid and binding obligations of the [Purchaser/Performance Guarantor/Premium Payment Guarantor] [*Note 1*] and are enforceable against the [Purchaser/Performance Guarantor/Premium Payment Guarantor] [*Note 1*] in accordance with [its/their] [*Note 3*] terms;
 - (d) the execution, and delivery of [each/the] [*Note 3*] Relevant Document and performance of all obligations under [each/the] [*Note 3*] Relevant Document:

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

- (o) in any proceedings taken against the [Purchaser/Performance Guarantor/Premium Payment Guarantor] [Note 1] by the Government in the Place of Incorporation in relation to the Relevant Document[s] [Note 3], the [Purchaser/Performance Guarantor/Premium Payment Guarantor] [Note 1] will not be entitled to claim for itself or for any of its assets immunity from suit, execution, attachment or other legal process.

Annex VII to the Tender Notice

Form of Premium Payment Guarantee and Indemnity

THIS PREMIUM PAYMENT GUARANTEE AND INDEMNITY ("**Guarantee**") is made by way of deed the [] day of [], []

By [**insert name of the Guarantor**] a company incorporated in accordance with the laws of [] whose registered office address is at [] ("**the Guarantor**")

IN FAVOUR OF

The Government of the Hong Kong Special Administrative Region ("the Government").

WHEREAS:

(A) On [], [**insert name of the Purchaser(s)**] whose registered office address(es) is/are at [] ([collectively] "**the Purchaser(s)**") submitted (by itself or themselves or through its or their agent) a tender for the respective grant of Hung Shui Kiu Town Lot No. 18, Hung Shui Kiu Town Lot No. 19, Hung Shui Kiu Town Lot No. 20 *[and Hung Shui Kiu Town Lot No. 21] / *[, Hung Shui Kiu Town Lot No. 21 and Hung Shui Kiu Town Lot No. 23] / *[, Hung Shui Kiu Town Lot No. 21 and Hung Shui Kiu Town Lot No. 24] / *[, Hung Shui Kiu Town Lot No. 21, Hung Shui Kiu Town Lot No. 23 and Hung Shui Kiu Town Lot No. 24] (collectively "**the tendered lots**") all described in the Tender Notice pursuant to which its or their tender was submitted ("**the Tender Notice**") for the respective terms of 50 years commencing from the dates of the respective Memorandums of Agreement ("**the Memorandums of Agreement**") and subject to the respective General and Special Conditions of Sale in relation to the tendered lots ("**the Conditions of Sale**") at a premium in the lump-sum of HK\$[].

** Delete as appropriate*

(B) The Government has accepted the tender.

(C) The Purchaser(s) has/have paid an initial deposit in the sum of HK\$[] *[and a further deposit in the sum of HK\$[]]. The Purchaser(s) has/have elected to pay the balance of the premium in stages in accordance with paragraph 13(c) of the Tender Notice which was accepted by the Government. The Purchaser(s) shall make a further payment in the sum of HK\$[] in part payment of the balance of the premium in accordance with paragraph 13(c)(i) of the Tender Notice, leaving the remaining balance of the premium payable under paragraph 13(c)(ii) of the Tender Notice in the sum of HK\$[] ("**the Remaining Balance of Premium**").

** Delete as appropriate*

(D) #[The Purchaser(s) has/have submitted a Form of Offering Land to Offset the Remaining Balance of Premium Payable for the tendered lots under the Large-scale Land Disposal in Hung Shui Kiu / Ha Tsuen New Development Area ("**the Form of Premium Offsetting**") in accordance with paragraph 13(d) of the Tender Notice to offer to the Government to use the compensation for the resumption of the land set out in the Schedule attached thereto (collectively "**Offered Lots**" and each "**Offered Lot**") owned by or formerly owned by the Purchaser(s) and/or its or their respective associated company(ies) as set out in the Schedule attached thereto (collectively "**the Registered Owners**") to offset the Remaining Balance of Premium or any part thereof ("**Premium Offsetting**")].

Applicable where the tenderer has elected Premium Offsetting in this tender

(E) #[As a condition for Premium Offsetting, each of the Registered Owners has agreed that the compensation for the resumption of an Offered Lot ("**the Compensation**") shall be the total of the following: -

Applicable where the tenderer has elected Premium Offsetting in this tender

(a) the value of that Offered Lot to be determined based on the Tier One zone or Tier Two

zone ex-gratia compensation rate¹ (as may be determined by the Government at its sole and absolute discretion) for resumption of agricultural land prevailing as of the date when the resumption notice is affixed or the date of reversion of the Offered Lot, whichever is higher; and

- (b) the associated interest payable (if any) on the said value from the date of reversion of that Offered Lot to the date of the signing or execution of an ACI (as defined in Recital (F) below).]

Applicable where the tenderer has elected Premium Offsetting in this tender

(F) #[If the Government accepts to use the Compensation for an Offered Lot to offset the Remaining Balance of Premium or any part thereof, the relevant Registered Owner shall enter into an Agreement as to Compensation and Indemnity (“ACI”) with the Government, agreeing to use the Compensation to offset the Remaining Balance of Premium or any part thereof.]

Applicable where the tenderer has elected Premium Offsetting in this tender

(G) The obligations of the Purchaser(s) to pay the Remaining Balance of Premium under paragraph 13(c)(ii) of the Tender Notice is contained in General Condition No. 2(b)(ii) of the Conditions of Sale. It is a term of the Tender Notice that in the event that the Purchaser(s) has/have elected to pay the balance of the premium in stages in accordance with paragraph 13(c) of the Tender Notice and its or their election is accepted by the Government, the Purchaser(s) must procure the execution and delivery to the Government of a guarantee in respect of the obligations of the Purchaser(s) to pay the Remaining Balance of Premium under paragraph 13(c)(ii) of the Tender Notice and General Condition No. 2(b)(ii) of the Conditions of Sale #[and in respect of the Premium Offsetting] from the Guarantor in the form of this Guarantee.

Applicable where the tenderer has elected Premium Offsetting in this tender

(H) The Guarantor has agreed to guarantee the due and prompt performance by the Purchaser(s) of its or their obligations to pay the Remaining Balance of Premium under paragraph 13(c)(ii) of the Tender Notice and General Condition No. 2(b)(ii) of the Conditions of Sale #[and provide an indemnity in respect of any matters arising from the Premium Offsetting] in the manner as set out in this Guarantee.

- (I) It is the intention of the parties that this document be executed as a deed.

NOW IT IS HEREBY AGREED as follows:

1. In consideration of the Government entering into the respective Memorandums of Agreement in relation to the tendered lots with the Purchaser(s) and agreeing to the Purchaser(s)' payment of the balance of the premium in stages in accordance with paragraph 13(c) of the Tender Notice and General Condition No. 2(b) of the Conditions of Sale, the Guarantor irrevocably and unconditionally:
 - (a) as primary obligor and not as surety guarantees to the Government the due payment of the Remaining Balance of Premium by the Purchaser(s) in accordance with paragraph 13(c)(ii) of the Tender Notice and General Condition No. 2(b)(ii) of the Conditions of Sale and shall pay to the Government on demand the Remaining Balance of Premium or any part thereof when and if such sum shall become due according to paragraph 13(c)(ii) of the Tender Notice and General Condition No. 2(b)(ii) of the Conditions of Sale; and
 - (b) agrees, in addition to its obligations set out in Clause 1(a) above, to indemnify and keep indemnified the Government and its officers at all times against all losses, liabilities, actions, proceedings, claims, damages, charges, demands, costs and expenses (including in-house and external legal costs) which the Government may incur or suffer by reason of, arising out of or in connection with any breach by the Purchaser(s) of its or their obligations under and pursuant to paragraph 13(c)(ii) of the Tender Notice and

¹ The ex-gratia compensation rate applicable to an Offered Lot will depend on whether the Offered Lot is planned to be resumed for development uses (such as New Development Areas) (Tier One zone) or non-development uses (such as conservation of wetlands) (Tier Two zone).

General Condition No. 2(b)(ii) of the Conditions of Sale.

2. #[In consideration of the Government agreeing to consider the Purchaser(s)' offer of using the Compensation for the Offered Lots for Premium Offsetting, the Guarantor warrants that:

Applicable
where the
tenderer has
elected
Premium
Offsetting in this
tender

- (a) Each of the Registered Owners, being a body corporate, is incorporated and validly existing under the laws of the Hong Kong Special Administrative Region ("**Hong Kong**") or the laws of its place of incorporation and is not insolvent or subject to any winding-up petition or proceedings or order;
- (b) Each of the Registered Owners is either the Purchaser or any of the Purchasers or an associated company of the Purchaser or any of the Purchasers within the meaning of the Companies Ordinance, Cap. 622;
- (c) Each of the Registered Owners, in relation to the Offered Lot set out opposite to its name in the Schedule attached to the Form of Premium Offsetting, is, or was immediately prior to the reversion of the Offered Lot, the sole legal and beneficial owner of the Offered Lot, and has or had good right and title to the Offered Lot free from encumbrances, and is entitled to the Compensation for the Offered Lot;
- (d) Each of the Registered Owners has the full power, authority and legal right to enter into an ACI agreeing to the Premium Offsetting;
- (e) Each of the Registered Owners, being a body corporate, is not unable to pay its debt (within the meaning of section 178 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance, Cap. 32 ("**Cap. 32**") at the time when entering into the ACI or the Premium Offsetting or will not become unable to pay its debt (within the meaning of section 178 of Cap. 32) in consequence of entering into an ACI or the Premium Offsetting;
- (f) Each of the Registered Owners, being a natural person, is not subject to any bankruptcy petition or proceedings or order under the Bankruptcy Ordinance, Cap. 6 ("**Cap. 6**");
- (g) Each of the Registered Owners, being a natural person, is not insolvent (within the meaning of section 51(3) of Cap. 6) at the time when entering into the ACI or the Premium Offsetting or will not become insolvent (within the meaning of section 51(3) of Cap. 6) in consequence of entering into an ACI or the Premium Offsetting; and
- (h) The ACI and the Premium Offsetting to be entered into by each of the Registered Owners are lawful, effective and valid.

3. The Guarantor agrees, in addition and without prejudice to its obligations set out in Clauses 1(a) and 1(b) above:

- (a) to indemnify and keep indemnified the Government and its officers at all times against all losses, liabilities, actions, proceedings, claims, damages, charges, demands, costs and expenses (including in-house and external legal costs) which the Government may incur or suffer by reason of, arising out of or in connection with breach of any warranty in Clause 2 above, the Registered Owners' entitlement to the Compensation for the Offered Lot, the ACI and the Premium Offsetting; and
- (b) to pay to the Government on demand a sum equivalent to the amount of such part of the Remaining Balance of Premium that was offset by the Compensation for an Offered Lot in the event that there is any claim against the Government or the Purchaser(s) or the Registered Owners or any of them, challenging the Registered Owners' entitlement to the Compensation for the Offered Lot, or the effectiveness, lawfulness or validity of the ACI or the Premium Offsetting (including, but without limitation to, any claim for an order under Cap. 32 or Cap. 6 with respect to an ACI

or the Premium Offsetting, claiming that the ACI or the Premium Offsetting is a transaction at an undervalue entered into by any of the Registered Owners or an unfair preference given by any of the Registered Owners).]

4. The Guarantor will reimburse the Government for all legal and other costs incurred by the Government in connection with the enforcement of this Guarantee.
5. The Guarantor warrants that this Guarantee is the Guarantor's legally binding obligation and is enforceable in accordance with its terms.
6. The Guarantor warrants that it has full power, authority and legal right to enter into and engage in the transactions contemplated by this Guarantee and has taken or obtained all necessary consents and authorisations for the giving and implementation of this Guarantee.
7. The Guarantor warrants and confirms to the Government that it has not entered into this Guarantee in reliance upon, nor has it been induced to enter into this Guarantee by any representation, warranty or undertaking made by or on behalf of the Government (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Guarantee or the Conditions of Sale.
8. No delay or omission of the Government in exercising any right, power or privilege under this Guarantee shall impair or be construed as a waiver of such right, power or privilege nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise of such right, power or privilege or the exercise of any other right, power or privilege.
9. If any provision of this Guarantee shall be declared invalid, unenforceable or illegal by the courts of any competent jurisdiction to which it is subject, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Guarantee in that jurisdiction, but it shall not affect the validity, enforceability or legality of that provision in another jurisdiction.
10. This Guarantee is irrevocable. Further, this Guarantee and any rights and obligations of the Government and the Guarantor thereunder shall not be assigned or transferred by the Guarantor.
11. The giving of time to the Purchaser(s) to perform or observe, or the neglect, forbearance or waiver by the Government in requiring or enforcing the performance or observance of, the obligations of the Purchaser(s) to pay the Remaining Balance of Premium under paragraph 13(c)(ii) of the Tender Notice and General Condition No. 2(b)(ii) of the Conditions of Sale or otherwise with or without the assent of the Guarantor or any amendment or variation to any of the terms and conditions of the Conditions of Sale or the dissolution, amalgamation, reconstruction or reorganization of the Purchaser(s) shall not in any way discharge or release the Guarantor from or affect its liability hereunder. This Guarantee shall continue and be binding upon the Guarantor notwithstanding that all or any of the interest or the undivided shares of and in the tendered lots or any of them or any part of any of them may have been assigned or otherwise disposed of by the Purchaser(s).
12. Notwithstanding any other provisions of this Guarantee including any provision which purports to confer a benefit on a person who is not a party to this Guarantee, this Guarantee is not intended to and does not give any person who is not a party to this Guarantee any right to enforce any provisions of this Guarantee under the Contracts (Right of Third Parties) Ordinance, Cap. 623, any regulation made thereunder and any amending legislation and a person who is not a party to this Guarantee shall not have any right under the Contracts (Right of Third Parties) Ordinance, Cap. 623, any regulation made thereunder and any amending legislation to enforce any provisions of this Guarantee.

13. This Guarantee shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of the Hong Kong Courts.

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

*&Execution by a
Company under
Common Seal*

&SEALED with the Common Seal of)
)
the Guarantor and signed by)
[^)
])
in the presence of:)

Name of witness : _____

Occupation of witness : _____

Address of witness : _____

^ insert name(s) and capacity(ies) of the signatory(ies)

OR

@Execution by a Company
in accordance with
sections 127(3) and
127(5) of the Companies
Ordinance (Cap. 622)

@EXECUTED BY

the Guarantor acting through

[[©]], its sole director

or

[[©]], its director and

[[©]], its director

or

[[©]], its director and

[[©]], its company secretary

in accordance with sections 127(3) and 127(5) of the
Companies Ordinance (Cap. 622), in the presence of:

Name of witness : _____

Occupation of witness : _____

Address of witness : _____

[©] *insert name(s) of the signatory(ies)*

Form of Offering Land to Offset the Remaining Balance of Premium Payable for the tendered lots under the Large-scale Land Disposal in Hung Shui Kiu / Ha Tsuen New Development Area

I/We (“**Tenderer**”), having elected in the Form of Tender (Premium Submission) to pay the balance of the premium in stages in accordance with paragraph 13(c) of the Tender Notice, hereby, on behalf of myself/ourselves, the intended purchaser(s) of the tendered lots (as defined in the Tender Notice)¹ set out in paragraph 3 of the Form of Tender (Premium Submission) (“**the Purchaser(s)**”) and the registered owners or the former registered owners set out in the Schedule attached hereto (collectively the “**Registered Owners**” and each a “**Registered Owner**”) (the Tenderer, the Purchaser(s) and the Registered Owners are collectively referred to as “**the Applicants**”), offer to the Government of the Hong Kong Special Administrative Region (“**the Government**”) to use the Compensation (as defined in paragraph (20) below) for the land set out in the Schedule attached hereto (collectively the “**Offered Lots**” and each an “**Offered Lot**”) to offset the remaining balance of the premium referred to in paragraph 13(c)(ii) of the Tender Notice (“**Remaining Balance of Premium**”) or any part thereof (“**Premium Offsetting**”), if my/our tender is accepted.

For the purpose of this offer, I/we hereby accept, acknowledge and confirm the following—

A. Lots eligible for Premium Offsetting

- (1) The Offered Lots are eligible for Premium Offsetting as set out in paragraph 2 of Lands Department Lands Administration Office Practice Note No. 10/2025.
- (2) Each of the Registered Owners, in relation to the Offered Lot set out opposite to its name in the Schedule attached hereto, is, or was immediately prior to the reversion of the Offered Lot, the sole legal and beneficial owner of the Offered Lot.
- (3) Each of the Registered Owners is either the Purchaser or any of the Purchasers or an associated company of the Purchaser or any of the Purchasers within the meaning of the Companies Ordinance (Cap. 622).
- (4) The Applicants shall within such time as shall be prescribed by the Government prove to the

¹ If the Tenderer acts as a principal, he is the intended purchaser of the tendered lots. If the Tenderer acts as an agent for and on behalf of a principal, the principal is the intended purchaser of the tendered lots. If the Tenderer acts as an agent for and on behalf of two or more principals, designating the principals as the respective purchasers of the tendered lots in the manner as stated in the Form of Tender (Premium Submission) and the Form of Tender (Non-Premium Submission), the principals are the intended purchasers of the tendered lots respectively. If the Tenderer acts for himself or themselves and/or as an agent(s) for and on behalf of the principal(s), designating himself or themselves and/or the principal(s) as the respective purchasers of the tendered lots in the manner as stated in both the Form of Tender (Premium Submission) and the Form of Tender (Non-Premium Submission), the Tenderer and/or the principal(s) (as the case may be) are the intended purchasers of the tendered lots respectively.

satisfaction of the Government that, for each Offered Lot, the requirement in paragraph (3) above has been met.

- (5) If an Offered Lot does not meet the requirement in paragraph (3) above or if the Applicants shall fail to prove to the satisfaction of the Government that the requirement has been met in accordance with paragraph (4) above, the Compensation for that Offered Lot will not be accepted by the Government for Premium Offsetting. The determination of the Government as to whether an Offered Lot meets the requirement in paragraph (3) above or whether the Applicants have proved to the satisfaction of the Government that the requirement has been met in accordance with paragraph (4) above shall be final and conclusive.
- (6) Without prejudice to the Government's discretion and right under paragraph (16) below, if the total Compensation for the Offered Lots exceeds the Remaining Balance of Premium, the Government may only accept the Compensation for some of the Offered Lots that is equivalent to or not more than the Remaining Balance of Premium, and reject the Compensation for the other Offered Lots for Premium Offsetting, and in which event, the Government will demand payment of the outstanding Remaining Balance of Premium, if any.
- (7) If an Offered Lot is not agricultural land (as to which the decision of the Government shall be final and conclusive), the Compensation for that Offered Lot will not be accepted by the Government for Premium Offsetting.
- (8) From the time of submission of the tender until payment in full of the Remaining Balance of Premium, there shall not be any amendment or variation to the particulars of any of the Offered Lots as set out in the Schedule attached hereto, or any addition or deletion of the Offered Lots or any change to the ownership of any of the Offered Lots. After submission of the tender, the offer made under this Form shall not be withdrawn by the Applicants or any of them and shall be valid until payment in full of the Remaining Balance of Premium.

B. Title Checking and Area Verification

- (9) If the Tenderer's tender is accepted, the Government will conduct title checking and area verification in relation to the Offered Lots after the execution of the respective Memorandums of Agreement in relation to the tendered lots.
- (10) The Registered Owners shall prove their title to the Offered Lots to the satisfaction of the Government and shall within such time as shall be prescribed by the Government submit title documents of the Offered Lots to the Government and answer all requisitions raised by the Government. Any delay or failure in submitting title documents of an Offered Lot or answering requisitions may result in the Government's refusal to accept the Compensation for that Offered Lot for Premium Offsetting.

- (11) The Registered Owners shall within such time as shall be prescribed by the Government submit to the Government such documents as required by the Government for the purpose of verification of the areas of the Offered Lots in all respects to the satisfaction of the Government.
- (12) Without prejudice to the Government's discretion and right under paragraph (16) below, if, at any time not later than 3 calendar months prior to the expiry of the time limit for payment of the Remaining Balance of Premium as specified in paragraph 13(c)(ii) of the Tender Notice and General Condition No. 2(b)(ii) of the Conditions of Sale ("**Time Limit**"), the Government has completed the title checking and area verification of an Offered Lot and is satisfied that the title to an Offered Lot is in order and that the area of an Offered Lot is verified, the Government may accept the Compensation for such an Offered Lot for Premium Offsetting.
- (13) If, at least 3 calendar months prior to the expiry of the Time Limit, the Government has not completed the title checking or area verification of an Offered Lot or is not satisfied that the title to an Offered Lot is in order or that the area of an Offered Lot is verified, the Compensation for such an Offered Lot will not be accepted by the Government for Premium Offsetting.
- (14) The determination of the Government as to whether or when the title checking or area verification of an Offered Lot is completed, whether or when the Government is satisfied that the title to an Offered Lot is in order or whether or when the Government is satisfied that the area of an Offered Lot is verified shall be final and conclusive.
- (15) If the Compensation for an Offered Lot is not accepted by the Government for Premium Offsetting, then—
- (a) for an Offered Lot that has not yet been resumed, the Government will proceed with the resumption of the Offered Lot according to the Government's resumption schedule of the relevant project. That said, there is no representation, warranty or undertaking as to the resumption of the Offered Lot or the time when the Offered Lot will be resumed, if any; and
 - (b) for an Offered Lot that has been resumed, the Government will pay the compensation after completion of the title checking and being satisfied that the title to the Offered Lot is in order, and the execution of an agreement as to compensation and indemnity and specific indemnity (if any) as usual.
- (16) Irrespective of whether the Government is satisfied that the title to an Offered Lot is in order or that the area of an Offered Lot is verified, the Government shall have the sole and absolute discretion to decide whether to accept the Compensation for that Offered Lot for Premium

Offsetting. The Government reserves the right to refuse to accept the Compensation for any or all of the Offered Lots for Premium Offsetting without giving any reasons thereof.

C. Offsetting and Execution of Agreement as to Compensation and Indemnity

- (17) As a condition for Premium Offsetting, the Registered Owner of an Offered Lot shall accept the Compensation for the Offered Lot as compensation in full and final satisfaction of all claims in respect of the value of the land resumed (including claim for such costs or remuneration reasonably incurred or paid by the Registered Owner in employing persons to act in a professional capacity for the Registered Owner in connection with the offer of or claim for the compensation) which the Registered Owner may have against the Government and its officers in respect of the resumption of the Offered Lot.
- (18) Where the Compensation for an Offered Lot is accepted by the Government for Premium Offsetting, the Registered Owner of the Offered Lot will be notified of the same and will be required to sign or execute an Agreement as to Compensation and Indemnity in the form appearing in Annex IX to the Tender Notice (“**ACI**”) with the Government within such time as shall be prescribed by the Government, agreeing to use the Compensation for the Offered Lot to offset the Remaining Balance of Premium or any part thereof. Upon signing or execution of an ACI, the Premium Offsetting will be deemed to have taken place and the compensation equivalent to the Compensation for the Offered Lot will be deemed to have been paid to the Registered Owner of the Offered Lot. For the avoidance of doubt, the Compensation for an Offered Lot which has been accepted by the Government for Premium Offsetting will only be used for Premium Offsetting. No Compensation for an Offered Lot which has been accepted by the Government for Premium Offsetting would in any event be paid by cash by the Government.
- (19) For the Offered Lots that have not yet been resumed and the Compensation for which has been accepted by the Government for Premium Offsetting, the Government will resume such Offered Lots as a whole or in batches under the Lands Resumption Ordinance (Cap. 124), the Roads (Works, Use and Compensation) Ordinance (Cap. 370), the Roads (Works, Use and Compensation) Ordinance (Cap. 370) as applied by section 26 of the Water Pollution Control (Sewerage) Regulation (Cap. 358AL), the Railways Ordinance (Cap. 519) or any other ordinances and make arrangements for a resumption notice under relevant Ordinance to be gazetted, served and affixed on or near the Offered Lot before entering into an ACI with the Registered Owners of the Offered Lots in accordance with paragraph (18) above.
- (20) For the purpose of this offer, “**Compensation**”, in relation to an Offered Lot, shall mean the compensation for the resumption of the Offered Lot and be the total of–
- (a) the value of that Offered Lot to be determined based on the Tier One zone or Tier Two

zone ex-gratia compensation rate for resumption of agricultural land prevailing as of the date when the resumption notice is affixed or the date of reversion of that Offered Lot, whichever is higher; and

- (b) the associated interest payable (if any) on the said value from the date of reversion of that Offered Lot to the date of the signing or execution of the ACI in relation to that Offered Lot.

The ex-gratia compensation rate applicable to an Offered Lot will depend on whether the Offered Lot is planned to be resumed for development uses (such as New Development Areas) (Tier One zone) or non-development uses (such as conservation of wetlands) (Tier Two zone)². The determination of the Government as to ex-gratia compensation rate applicable to an Offered Lot shall be final and conclusive.

D. Payment of the Remaining Balance of Premium

- (21) If, on the date falling 3 calendar months prior to the expiry of the Time Limit, the total Compensation for the Offered Lots that has been accepted by the Government for Premium Offsetting is less than the Remaining Balance of Premium, the Government will notify the Purchaser(s) of the difference between the total Compensation of such Offered Lots that has been accepted by the Government for Premium Offsetting and the Remaining Balance of Premium, and demand the Purchaser(s) to pay the said difference by sending a letter (together with a demand note for the payment of the said difference) to the Tenderer at the address stated in the Tenderer's Form of Tender (Premium Submission) no later than 1 calendar month prior to the expiry of the Time Limit, and the Purchaser(s) shall pay the said difference within 28 calendar days from the date of that letter. Any Offered Lot the Compensation for which has not been accepted by the Government for Premium Offsetting (whether the Offered Lot has been resumed or not) will be dealt with in accordance with paragraph (15) above.
- (22) If, on the date falling 3 calendar months prior to the expiry of the Time Limit, the total Compensation for the Offered Lots that has been accepted by the Government for Premium Offsetting equals to the Remaining Balance of Premium, the Government will notify the Purchaser(s) that the Remaining Balance of Premium has been fully paid by sending a letter to the Tenderer at the address stated in the Tenderer's Form of Tender (Premium Submission) no later than 1 calendar month prior to the expiry of the Time Limit. Any Offered Lot the Compensation for which has not been accepted by the Government for Premium Offsetting (whether the Offered Lot has been resumed or not) will be dealt with in accordance with paragraph (15) above.

² The ex-gratia compensation rates for resumed land are subject to changes by the Government from time to time. For reference, as from 1 October 2025, the Tier One zone rate and Tier Two zone rate for resumption of agricultural land in the New Territories are \$1,008 and \$504 per square foot respectively.

- (23) The Purchaser(s) may, at any time after the execution of the respective Memorandums of Agreement in relation to the tendered lots but in any event not later than 3 calendar months prior to the expiry of the Time Limit, give a notice in writing to the Government that the Purchaser(s) intend(s) to pay the Remaining Balance of Premium in full earlier than the Time Limit. After receipt of such notice by the Government–
- (a) in the event that the Compensation for none of the Offered Lots has been accepted by the Government for Premium Offsetting, the Government will demand the Purchaser(s) to pay the Remaining Balance of Premium by sending a letter (together with a demand note for payment of the Remaining Balance of Premium) to the Tenderer at the address stated in the Tenderer's Form of Tender (Premium Submission), and the Purchaser(s) shall pay the Remaining Balance of Premium within 28 calendar days from the date of that letter; and
 - (b) in the event that the Compensation for any of the Offered Lots has been accepted by the Government for Premium Offsetting, the Government will notify the Purchaser(s) of the difference between the total Compensation for such Offered Lots that has been accepted by the Government for Premium Offsetting and the Remaining Balance of Premium, and demand the Purchaser(s) to pay the said difference by sending a letter (together with a demand note for the payment of the said difference) to the Tenderer at the address stated in the Tenderer's Form of Tender (Premium Submission), and the Purchaser(s) shall pay the said difference within 28 calendar days from the date of that letter.

For the avoidance of doubt, after receipt of such notice by the Government, the Government will not continue to conduct title checking and area verification in relation to any Offered Lot which has not been resumed and the Compensation for which has not been accepted by the Government for Premium Offsetting. Any Offered Lot the Compensation for which has not been accepted by the Government for Premium Offsetting on or before the date of receipt of such notice by the Government (whether the Offered Lot has been resumed or not) will be dealt with in accordance with paragraph (15) above.

- (24) This Form is merely an offer of using the Compensation for the Offered Lots for Premium Offsetting and shall not be construed as any agreement with the Government for Premium Offsetting. Nothing herein shall be binding on the Government or construed as representation, warranty or undertaking by the Government.

Schedule

I. Offered Lots which have not been resumed by the Government as at the date of submission of the tender

<u>Item No.</u>	<u>Lot No.</u>	<u>Name of the Registered Owner</u>	<u>Relationship with the Purchaser or any of the Purchasers</u>
(e.g. 1)	(e.g. Lot No. 1 in Demarcation District No. 1)	(e.g. ABC Company Limited)	(e.g. a subsidiary of XYZ Company Limited, one of the Purchasers)
(e.g. 2)	(e.g. Lot No. 2 in Demarcation District No. 2)	(e.g. DEF Company Limited)	(e.g. a subsidiary of TUV Company Limited which is a holding company of XYZ Company Limited, one of the Purchasers)

Annex VIII to the Tender Notice

<u>Item No.</u>	<u>Lot No.</u>	<u>Name of the Registered Owner</u>	<u>Relationship with the Purchaser or any of the Purchasers</u>

(Tenderer may make further copies of this page and insert page numbers as appropriate.)

II. Offered Lots which have been resumed by the Government with the compensation for the resumption yet to be released to the Registered Owner as at the date of submission of the tender

<u>Item No.</u>	<u>Lot No.</u>	<u>Name of the Registered Owner</u>	<u>Relationship with the Purchaser or any of the Purchasers</u>
(e.g. 1)	(e.g. Lot No. 1 in Demarcation District No. 1)	(e.g. ABC Company Limited)	(e.g. a subsidiary of XYZ Company Limited, one of the Purchasers)
(e.g. 2)	(e.g. Lot No. 2 in Demarcation District No. 2)	(e.g. DEF Company Limited)	(e.g. a subsidiary of TUV Company Limited which is a holding company of XYZ Company Limited, one of the Purchasers)

Annex VIII to the Tender Notice

<u>Item No.</u>	<u>Lot No.</u>	<u>Name of the Registered Owner</u>	<u>Relationship with the Purchaser or any of the Purchasers</u>

(Tenderer may make further copies of this page and insert page numbers as appropriate.)

Dated 20 .

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

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

Address of Tenderer in block letters

Telephone number _____ Facsimile number _____

Annex IX to the Tender Notice

Form of Agreement as to Compensation and Indemnity

⁺Applicable if the land is resumed under the Lands Resumption Ordinance (Cap. 124)

**⁺[LANDS RESUMPTION ORDINANCE
(CHAPTER 124)]**

OR

[^]Applicable if the land is resumed under the Roads (Works, Use and Compensation) Ordinance (Cap. 370)

**[^][ROADS (WORKS, USE AND COMPENSATION) ORDINANCE
(CHAPTER 370)]**

OR

^ΩApplicable if the land is resumed under the Roads (Works, Use and Compensation) Ordinance (Cap. 370) as applied by section 26 of the Water Pollution Control (Sewerage) Regulation (Cap. 358, Subsidiary Legislation AL)

**^Ω[ROADS (WORKS, USE AND COMPENSATION) ORDINANCE
(CHAPTER 370) AS APPLIED BY SECTION 26 OF THE WATER
POLLUTION CONTROL (SEWERAGE) REGULATION (CHAPTER 358,
SUBSIDIARY LEGISLATION AL)]**

OR

^αApplicable if the land is resumed under the Railways Ordinance (Cap. 519)

**^α[RAILWAYS ORDINANCE
(CHAPTER 519)]**

**Agreement as to Compensation and Indemnity
in respect of the Land or Section of the Land Resumed**

This Agreement is made the day of between the Director of Lands (hereinafter referred to as “the Director”) [^] ^α[acting for and on behalf of the Secretary for Transport and Logistics] / ^Ω [acting for and on behalf of the Secretary for Environment and Ecology] of the one part AND the party or parties (as the case may be) described in Part 1 of the First Schedule hereto (hereinafter referred to as “the Former Owner”) of the other part.

WHEREAS :-

- (a) Following the Government Notice referred to in Part 2 of the First Schedule hereto and gazetted under ⁺[the Lands Resumption Ordinance (Cap. 124)]/ [^][the Roads (Works, Use and Compensation) Ordinance (Cap. 370)] / ^Ω [the Roads (Works, Use and Compensation) Ordinance (Cap. 370) as applied by section 26 of the Water Pollution Control (Sewerage) Regulation (Cap. 358, Subsidiary Legislation AL)]/ ^α [the Railways Ordinance (Cap. 519)] (hereinafter referred to as “the Ordinance”), the land described in the Second Schedule hereto (hereinafter referred to as “the land”) reverted to the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”) at mid-night on the day referred to in Part 3 of the First Schedule hereto whereupon all rights in or over the land or any part thereof ceased.

- (b) Immediately prior to the reversion of the land, the Former Owner was the registered owner of the land.
- (c) The Director and the Former Owner have agreed to the payment of the sum specified in Part 4 of the First Schedule hereto as compensation (hereinafter referred to as “the Compensation”) in the manner described below.
- (d) The Former Owner has agreed to use the Compensation and the interest payable thereon pursuant to Clause 2 hereof (if any) (hereinafter referred to as “the Interest”) for offsetting the remaining balance of the premium (hereinafter referred to as “the Remaining Balance of Premium”) payable under the Agreements and Conditions of Sale described in Part 5 of the First Schedule hereto (hereinafter collectively referred to as “the Conditions of Sale”).

NOW THIS AGREEMENT WITNESSES as follows :-

1. (i) The Director hereby pays the Compensation and the Interest and the Former Owner hereby directs and authorizes the Director to use the Compensation and the Interest to offset the Remaining Balance of Premium payable under the Conditions of Sale. The Former Owner confirms and acknowledges that the use of the Compensation and the Interest to offset the Remaining Balance of Premium payable under the Conditions of Sale as directed and authorized by the Former Owner will be deemed to be payment of the Compensation and the Interest by the Government to the Former Owner, the receipt of which the Former Owner hereby acknowledges.
- (ii) The Former Owner hereby agrees that the payment of the Compensation and the Interest by the Director in the manner herein provided shall be in full and final satisfaction of all claims in respect of the value of the land resumed (including the right to claim for such costs or remuneration reasonably incurred or paid by the Former Owner in employing persons to act in a professional capacity for the Former Owner in connection with the offer of or claim for the Compensation) which the Former Owner may have against the Government and its officers under the Ordinance or otherwise in respect of the resumption of the land.

2. Interest shall be payable on the Compensation from the date of reversion of the land to the date of payment of the Compensation to the Former Owner. [¶][The interest shall be: (a) at such rate as shall be determined by the Director having regard to the lowest rate offered from time to time by members of the Hong Kong Association of Banks on time deposits for the period before 3 July 2000; (b) fixed at the rate of 4.75% per annum for the period from 3 July 2000 to 2 October 2000; {and (c)} at such rate as shall be determined by the Director having regard to the lowest rate offered from time to time by the note-issuing banks in the Hong Kong Special Administrative Region on their 24 hours’ call deposits {for the period after 2 October 2000}.] / ^Σ[The interest shall be at the 1-month Hong Kong Dollar Interest Settlement Rate published by The Hong Kong Association of Banks from time to time (hereinafter referred to as “the Interest Rate”).] For the purpose of this Clause, payment of the Compensation will be deemed to be effected on the date of signing or execution of this Agreement.

[¶] Applicable for land reverted from 1.7.1997 to 31.8.2023. Sub-clauses (a) and (b) of Clause 2 and the words in { } should be deleted if the reversion date is after 2.10.2000.

^Σ Applicable for land reverted after 31.8.2023.

3. In consideration of these presents, the Former Owner (jointly and severally where the context so requires) hereby-

(i) warrants that :-

(1) immediately prior to the reversion of the land, the Former Owner was the sole legal and beneficial owner of the land, and had good right and title to the land free from encumbrances, and is entitled to the Compensation and the Interest in relation to the land;

(2) the Former Owner has the full power, authority and legal right to enter into this Agreement;

[∞]Applicable where the Former Owner is a body corporate

[∞][(3) the Former Owner is incorporated and validly existing under the laws of the Hong Kong Special Administrative Region or the laws of its place of incorporation and is not insolvent or subject to any winding-up petition or proceedings or order; and

(4) the Former Owner is not unable to pay its debt (within the meaning of section 178 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) (hereinafter referred to as “Cap. 32”)) at the time when entering into this Agreement or will not become unable to pay its debt (within the meaning of section 178 of Cap. 32) in consequence of entering into this Agreement;]

^βApplicable where the Former Owner is a natural person

^β[(3) the Former Owner is not subject to any bankruptcy petition or proceedings or order under the Bankruptcy Ordinance (Cap. 6) (hereinafter referred to as “Cap. 6”); and

(4) the Former Owner is not insolvent (within the meaning of section 51(3) of Cap. 6) at the time when entering into this Agreement or will not become insolvent (within the meaning of section 51(3) of Cap. 6) in consequence of entering into this Agreement;]

(ii) undertakes to indemnify and keep indemnified the Government and its officers at all times from 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 breach of the warranty in Clause 3(i) above, the resumption of the land or the payment of the Compensation and the Interest in accordance with Clause 1 above;

[≠]Applicable for land reverted from 1.7.1997 to 31.8.2023.

(iii) undertakes to pay or repay to the Director upon demand by the Director the Compensation and the Interest paid to the Former Owner in accordance with Clause 1 above in the event that the Compensation and the Interest, or any of them, have been wrongly paid to the Former Owner in any circumstances, whether as a result of mistake of fact or law, or any combination thereof, with interest payable to be at [≠][the lowest rate offered from time to time by the note-issuing banks in the Hong Kong Special Administrative Region on their 24 hours’ call deposits] / ^Σ [the Interest Rate]

^ΣApplicable for land reverted after 31.8.2023.

**Delete as appropriate*

from the date of payment by the Director under this Agreement to the date of payment or repayment by the Former Owner; *[and]

***Applicable if the Former Owner is not the Purchaser under all of the Conditions of Sale*

- (iv) agrees that the Former Owner will not apply for nor accept any form of offer of any rehousing assistance whether by the Hong Kong Housing Society, the Hong Kong Housing Authority or the Government as a result of the resumption of the land **[; and
- (v) confirms and acknowledges that the Former Owner has no estate right title and interest whatsoever in and to *[insert the lot(s) held under the Conditions of Sale in which the Former Owner is not the Purchaser]* (hereinafter [collectively] referred to as “the said Lot(s)”) and hereby renounces all the Former Owner’s estate right title and interest (if any) in and to the said Lot(s)].

^Applicable if the land is resumed under the Roads (Works, Use and Compensation) Ordinance (Cap. 370)

4. The ^^α[Former Owner hereby agrees not to make any claim to the Secretary for Transport and Logistics, and the] / ^Ω[Former Owner hereby agrees not to make any claim to the Secretary for Environment and Ecology, and the] Director and the Former Owner agree that no application or claim or claims will be made to the Lands Tribunal for the determination of the amount of compensation to be paid in respect of the resumption of the land.

α Applicable if the land is resumed under the Railways Ordinance (Cap. 519)

5. The Director and the Former Owner also agree that in this Agreement, where the context so admits or requires, words importing the masculine gender shall be deemed to include females and corporations, and words in the singular shall include the plural.

Ω Applicable if the land is resumed under the Roads (Works, Use and Compensation) Ordinance (Cap. 370) as applied by section 26 of the Water Pollution Control (Sewerage) Regulation (Cap. 358, Subsidiary Legislation AL)

6. Notwithstanding any other provisions of this Agreement including any provision which purports to confer a benefit on a person who is not a party to this Agreement, this Agreement is not intended to and does not give any person who is not a party to this Agreement any right to enforce any provisions of this Agreement under the Contracts (Rights of Third Parties) Ordinance (Cap. 623), any regulation made thereunder and any amending legislation and a person who is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623), any regulation made thereunder and any amending legislation to enforce any provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first before written.

THE FIRST SCHEDULE REFERRED TO ABOVE

Part 1 : The Former Owner -

** Delete as appropriate*

(*as joint tenants/*tenants in common)

Part 2 : G.N. dated the day of

Part 3 : The day of

Part 4 : The Compensation : HK\$ _____
HONG KONG DOLLARS AND CENTS ONLY

© Insert the Conditions of Sale under which the Remaining Balance of Premium is to be offset by the Compensation and the Interest; and delete where inapplicable

Part 5 : ©The Conditions of Sale –

- (1) Agreement and Conditions of Sale of [] dated [] between the Chief Executive on behalf of the Government and []
- (2) Agreement and Conditions of Sale of [] dated [] between the Chief Executive on behalf of the Government and []
- (3) Agreement and Conditions of Sale of [] dated [] between the Chief Executive on behalf of the Government and []
- (4) Agreement and Conditions of Sale of [] dated [] between the Chief Executive on behalf of the Government and []
- (5) Agreement and Conditions of Sale of [] dated [] between the Chief Executive on behalf of the Government and []
- (6) Agreement and Conditions of Sale of [] dated [] between the Chief Executive on behalf of the Government and []

THE SECOND SCHEDULE REFERRED TO ABOVE

The land :- [(Respective) Portion(s) of ALL THAT/THOSE piece(s) or parcel(s) of land (respectively) known and registered in the Land Registry as Lot No.{ }(such portion having an area of { } square metres or { } square feet and Lot No.{ }(such portion having an area of { } square metres or { } square feet) (all) in Demarcation District No.{ } and] ALL THAT/THOSE piece(s) or parcel(s) of land (respectively) known and registered in the Land Registry as Lot No.{ } and Lot No.{ } (all) in Demarcation District No. { }

SIGNED BY _____ ,)
an officer of the Lands Department)
duly authorized to do so, for and on behalf of)
the Director of Lands in the presence of :-)

Lands Department

*% Execution
by a Natural
Person*

%SIGNED SEALED AND DELIVERED BY _____)
_____,)
holder of Hong Kong Identity Card No. _____ ,)
the Former Owner, in the presence of :-)

Name of witness : _____

Occupation of witness : _____

Address of witness : _____

INTERPRETED BY :-

Name of interpreter : _____

Occupation of interpreter : _____

Address of interpreter : _____

[&]Execution by a
Company under
Common Seal

&SEALED with the Common Seal of)
)
the Former Owner and signed by)
[[#])
])
in the presence of:)

Name of witness :

Occupation of witness :

Address of witness :

[#] insert name(s) and capacity(ies) of the signatory(ies)

OR

[@]Execution by a
Company in
accordance with
sections 127(3) and
127(5) of the
Companies
Ordinance (Cap.
622)

@EXECUTED BY)
)
the Former Owner acting through)
[^π], its sole director)
)
or)
[^π], its director and)
[^π], its director)
)
or)
[^π], its director and)
[^π], its company secretary)
in accordance with sections 127(3) and 127(5) of the)
Companies Ordinance (Cap. 622), in the presence of:)

Name of witness :

Occupation of witness :

Address of witness :

^π insert name(s) of the signatory(ies)

RECEIVED the day and year first before)
written the sum of Hong Kong Dollars)
Only (HK\$))
being the Compensation)
and the Interest payable under Clause 1(i) of this)
Agreement)

WITNESSED BY :-

Name of witness : _____

Occupation of witness : _____

Address of witness : _____

Dated _____ day of _____

THE DIRECTOR OF LANDS

AND

AGREEMENT AS TO COMPENSATION

AND INDEMNITY IN RESPECT OF THE LAND

OR SECTION OF THE LAND RESUMED

[IN

]
