

EXTENSION OF TENDER CLOSING DATE
NEW KOWLOON INLAND LOT NO. 6639

It is hereby notified that the closing date for submission of tenders for the sale of the following piece of Government land, which was published in the Government of the Hong Kong Special Administrative Region Gazette on 1 March 2024 (G.N. 1178), has been extended from 10 May 2024 to 31 May 2024:—

Lot No. : **New Kowloon Inland Lot No. 6639**
Location : No. 8 Kai Fuk Road, Kowloon Bay, Kowloon
User : (i) Electric Vehicle Charging Station; and
(ii) Retail sale and storage ancillary to the retail sale purposes only

Tenderers shall now deposit their tenders before 12.00 noon on Friday, 31 May 2024.

Consequently, the tender closing date and other dates stipulated in the Tender Notice and the Form of Tender annexed to the General and Special Conditions of Sale (Conditions of Sale) of the above lot are amended as follows:—

- (a) the date 'Friday, 10 May 2024' appearing in paragraph 3(c) of the Tender Notice is amended to 'Friday, 31 May 2024';
- (b) the date '9 August 2024' appearing in paragraph 5 of the Tender Notice is amended to '30 August 2024';
- (c) the date '19 July 2024' appearing in paragraph 7 of the Tender Notice is amended to '9 August 2024'; and
- (d) the date '9 August 2024' appearing in paragraph 3 of the Form of Tender is amended to '30 August 2024'.

Except for the above, the Tender Notice and the Form of Tender annexed to the Conditions of Sale of the above lot shall remain unaltered.

26 April 2024

K. C. CHOI *Deputy Director/General,
Lands Department*

第 2410 號公告

地政總署

新九龍內地段第 6639 號
延長截標日期

現公布下文所述政府土地的截標日期已由 2024 年 5 月 10 日延至 2024 年 5 月 31 日，有關招標於 2024 年 3 月 1 日刊登於香港特別行政區政府憲報（第 1178 號政府公告）：

地段編號：新九龍內地段第 6639 號

地點：九龍九龍灣啟福道第 8 號

用途：(i) 電動車充電站；以及
(ii) 只作零售及其附屬貯存庫用途

投標者請於 2024 年 5 月 31 日（星期五）中午 12 時前遞交標書。

因此，附連於上述地段一般及特別賣地條件（賣地條件）的招標公告和投標表格內所訂明的截標日期和其他日期現修訂如下：

- (a) 招標公告第 3(c) 段所示日期「2024 年 5 月 10 日（星期五）」現修訂為「2024 年 5 月 31 日（星期五）」；
- (b) 招標公告第 5 段所示日期「2024 年 8 月 9 日」現修訂為「2024 年 8 月 30 日」；
- (c) 招標公告第 7 段所示日期「2024 年 7 月 19 日」現修訂為「2024 年 8 月 9 日」；及
- (d) 投標表格第 3 段所示日期「2024 年 8 月 9 日」現修訂為「2024 年 8 月 30 日」。

除以上改動外，附連於上述地段賣地條件的招標公告及投標表格維持不變。

2024 年 4 月 26 日

地政總署副署長（一般事務）蔡軾珍

Information Statement

New Kowloon Inland Lot No. 6639

This Information Statement is issued only for the information of prospective purchasers of New Kowloon Inland Lot No. 6639 (hereinafter referred to as “the Lot”). It shall not form part of the Tender Notice, the Form of Tender and the Conditions of Sale by Public Tender for the Lot (hereinafter referred to as “the Conditions of Sale”), nor shall it be taken into consideration in the interpretation or construction of the Conditions of Sale. Nothing in this Information Statement should be relied on as any representation by the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”).

Electric Vehicle Charging Installations

2. Prospective purchasers of the Lot should note that some of the licenced electric vehicles (hereinafter referred to as “EVs”) may be equipped with charging inlets that comply with China's GuoBiao charging standard (GB/T 20234) (hereinafter referred to as “GB/T”) instead of the International Electrotechnical Commission charging standard (IEC 61851) (hereinafter referred to as “IEC”), which is currently adopted by many of the EVs in use in Hong Kong. In addition to observing the “Technical Guidelines on Charging Facilities for Electric Vehicles” issued by the Electrical and Mechanical Services Department, the purchaser of the Lot shall also ensure that at least 40% of the EV chargers installed, operated and maintained on the Lot pursuant to the Conditions of Sale support both charging standards (i.e. GB/T and IEC) in order to facilitate the charging of EVs with GB/T charging inlets by means of direct current. The “Technical Guidelines on Charging Facilities for Electric Vehicles” can be downloaded from the following website: https://www.emsd.gov.hk/filemanager/en/content_444/Charging_Facilities_Electric_Vehicles.pdf

Vehicular Access Points UVW at Shing Yau Street

3. Prospective purchasers of the Lot should note that the Civil Engineering and Development Department is carrying out construction works at Shing Yau Street for a run-in at the vehicular access points UVW of the Lot. The aforesaid construction works are estimated to be completed on or before 31 December 2024 (which estimated date is merely for indication and subject to change without notice). Prospective purchasers of the Lot should note Special Condition No. (26)(a) of the Conditions of Sale and should also note that prior to completion of the said construction works, the vehicular access points UVW facing Shing Yau Street are not available for ingress of such types of motor vehicles referred to in Special Condition No. (26)(b)(i)(II) of the Conditions of Sale and only the

vehicular access points XYZ facing Kai Fuk Road should be used for ingress and egress of such types of motor vehicles referred to in Special Condition No. (26)(a)(i) of the Conditions of Sale. Prospective purchasers of the Lot should also note Special Condition No. (26)(b)(iii) of the Conditions of Sale. The Government does not warrant whether and when the vehicular access points UVW will be provided.

For enquiry on paragraphs 2 to 3 above, prospective purchasers of the Lot may contact the following officer of the Environment and Ecology Bureau—

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>Email Address</u>
Mr. YIU Yung- ngai, Louis	Electrical and Mechanical Engineer (Air Policy)41	2594 6060	louisyiu@eeb.gov.hk

4. The purchaser of the Lot shall observe the following general guidelines from the Director of Fire Services-

- (i) the electric vehicle charging station shall not hinder any firefighting and rescue operations by causing obstruction to nearby street fire hydrants, building fire service installations or emergency vehicular access; and
- (ii) a fireman's emergency switch shall be provided with reference to the requirements as stipulated in the "Circular Letter No. 4/2020 – Additional Fire Safety Requirements for Car Parking Facilities installed with Electric Vehicle Charging Facilities" issued by the Fire Services Department, which can be downloaded from the following website-

https://www.hkfsd.gov.hk/eng/source/circular/2020_04_eng_20200731_110104.pdf

For enquiry on the above general guidelines, prospective purchasers of the Lot may contact the following officer of the Fire Services Department—

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>Email Address</u>
Mr. TANG Ning- chi, Kevin	Assistant Divisional Officer (Planning Group) 2	2733 7735	ado_pg_2@hkfsd.gov.hk

TENDER NOTICE

The Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”) invites tenders by way of premium for the grant of the lot described in the Particulars of the Lot hereunder for a term of 12 years commencing from the date of the Memorandum of Agreement at a rent specified in the Particulars of the Lot hereunder and subject to the General and Special Conditions of Sale annexed hereto (hereinafter referred to as “the Conditions of Sale”).

PARTICULARS OF THE LOT

Registry No.	Location	Site	Area in square metres	Rent
New Kowloon Inland Lot No. 6639	No.8 Kai Fuk Road, Kowloon Bay, Kowloon	As delineated and shown coloured pink and pink hatched blue on the plan annexed hereto	1,127 (about)	An annual rent of an amount equal to 3% of the rateable value from time to time of the lot, subject to General Condition No. 4 of the Conditions of Sale

2. The Government does not bind itself to accept the highest or any tender. The Government reserves the right to negotiate with any tenderer about the terms of the offer.

3. Tenders must be:

- (a) made in DUPLICATE in the Form of Tender annexed hereto;
- (b) enclosed in a sealed envelope addressed to the Chairman, Central Tender Board and clearly marked on the outside of the envelope “Tender for New Kowloon Inland Lot No. 6639”; 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, 10 May 2024. In case a Black Rainstorm Warning Signal or a Tropical Cyclone Warning Signal No. 8 or above or an announcement on “extreme conditions” caused by super typhoon is issued by the Government at any time between 9 a.m. and 12 noon on the said date, the tender closing time will be extended to 12 noon on the 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 said date, the Government will announce the extension of the tender closing time until further notice. Where an announcement has been made for the extension of the tender closing time until further notice, upon the removal of the blockage or inaccessibility, the Government will as soon as practicable announce the revised tender closing time. The

above announcements will be made via press releases on the website of the Information Services Department (www.info.gov.hk/gia/general/today.htm).

4. Any tender submitted which is not in conformity with the Form of Tender annexed hereto or the terms and conditions as set out in the Tender Notice may be rejected. Late tenders and tenders not deposited in the Government Secretariat Tender Box in accordance with paragraph 3 above will not be accepted.

5. TENDERERS MUST FORWARD WITH THEIR TENDER a cheque or cashier's order in a sum of One Million Hong Kong dollars (HK\$1,000,000.00), 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 9 August 2024. 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 days of the date specified in paragraph 7 below, to the unsuccessful tenderers at the addresses stated in their tenders.

6. (a) A tenderer when submitting a tender by way of a subsidiary company should clearly state the name of its parent company and its correspondence address, the name of its contact person and its telephone and facsimile numbers.

(b) The person who signs a tender as tenderer shall be deemed to be acting as a principal unless he discloses therein that he is acting as an agent only, in which case he shall also disclose therein the name, address and the name of the contact person of his principal.

(c) After the award of the tender, the identity of the successful tenderer and the unsuccessful tenderers and their parent company (if any) and the amount tendered by the successful tenderer can be disclosed by the Government, whether in response to public or media enquiries or otherwise.

(d) By submitting his tender under paragraph 3 above, each of the tenderers gives his consent to the disclosure of the information under paragraph 6(c) above (hereinafter referred to as "the Tender Information") and accepts and acknowledges that the Government has the right to disclose the Tender Information.

(e) The Government shall have the absolute discretion to decide whether or not to disclose the Tender Information. The Government shall have no 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 Information, or the use or dissemination of the Tender Information by members of the public, and no claim whatsoever shall be made against the Government in respect of any such loss, damage, nuisance or disturbance.

(f) For the avoidance of doubt, the consent given under paragraph 6(d) above and the provisions in paragraph 6(e) above shall survive and continue to be binding on the successful tenderer and the unsuccessful tenderers after the award of the tender to the successful tenderer and after the signing or execution of the Memorandum of Agreement and the sale plan referred to in paragraph 7 below by the Purchaser and the signing thereof on behalf of the Government.

7. If a tender is accepted, the successful tenderer shall be the Purchaser and he will be notified of the acceptance of his tender by a letter posted to him at or delivered to the address stated in his Form of Tender not later than 19 July 2024. In the event that the Initial Deposit is less than 10% of the premium tendered by him, the Purchaser shall, within 7 working days of the date of the said letter, 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. Within 14 days of the date of the said letter, the Purchaser shall sign or in case of a limited company duly execute under its common seal and in accordance with the laws of its place of incorporation or otherwise in accordance with the applicable law to the satisfaction of the Director of Lands, the Memorandum of Agreement in the form annexed to the Conditions of Sale and the sale plan annexed hereto. Where the successful tender has been made on behalf of a principal, the principal shall himself sign or itself execute the Memorandum of Agreement and the said plan.

8. (a) Tenderers are requested to note that the Lands Department will only answer questions of a general nature concerning the lot and will not provide legal or other advice in respect of the Conditions of Sale or statutory provisions relating to the lot. All enquiries should be directed to Mr. KWOK Kin Man Alex at Tel. No. 2231 3011 or Fax No. 2868 4707.

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

9. Notwithstanding anything to the contrary in this Tender Notice or the Conditions of Sale, the Government reserves the right to disqualify a tenderer on the ground that the tenderer or its parent company (in case the tender is submitted by a subsidiary company) or his principal (in case the tender is submitted by an agent) has engaged, is engaging, or is reasonably believed to have engaged or be engaging in any acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the disqualification is necessary in the interest of national security, or is necessary to protect the public interest of the Hong Kong Special Administrative Region, public morals, public order or public safety.

10. Tenderers should note that the grant of the lot to the Purchaser constitutes a special purpose lease. Subject to enactment of the Extension of Government Leases Bill, the Director of Lands will cause a special purpose lease identification note to be made in the Land Registry in relation to the lot.

11. Tenderers are requested to note that pursuant to the provisions of the Land Registration Ordinance and the regulations made thereunder, the personal data contained in the Conditions of Sale will appear in the land register 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

Tender for the grant of New Kowloon Inland Lot No. 6639 for a term of 12 years commencing from the date of the Memorandum of Agreement annexed to the Tender Notice at the rent specified in the Particulars of the Lot in the Tender Notice and subject to the General and Special Conditions of Sale annexed to the Tender Notice (hereinafter referred to as “the Conditions of Sale”).

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

I/We.....
having read the foregoing Tender Notice, the Conditions of Sale and examined the plan therein referred to, hereby offer to purchase the above-mentioned lot at a premium of
.....
Hong Kong dollars (HK\$) for the term and upon the terms and conditions set forth in the Tender Notice and the Conditions of Sale.

2. If this tender is accepted, then until the Memorandum of Agreement and the sale plan referred to in paragraph 7 of the Tender Notice are signed or executed, this tender together with the written acceptance thereof shall constitute a binding agreement between me/us and the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”).

3. A cheque certified good for payment up to 9 August 2024 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\$1,000,000.00 is forwarded herewith as an initial deposit, which shall be applied in part payment of the premium for the lot as provided in the Conditions of Sale, if my/our tender is accepted.

4. 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 7 of the Tender Notice and General Condition No. 2 of the Conditions of Sale respectively.

5. I/We agree that by submitting my/our tender, I/we consent to the disclosure by the Government of the information referred to in paragraph 6(c) of the Tender Notice (hereinafter referred to as “the Tender Information”).

6. I/We accept and acknowledge that:

- (a) the Government has the absolute discretion to decide whether or not to disclose the Tender 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 Information, or the use or dissemination of the Tender Information by members of the public, and 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 5 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 after the award of the tender to the successful tenderer and after the signing or execution of the Memorandum of Agreement and the sale plan referred to in paragraph 7 of the Tender Notice by the Purchaser and the signing thereof on behalf of the Government.

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

Particulars of parent company (if appropriate):
Name in block letters

Address in block letters

.....

Name of contact person(s)

Telephone number Facsimile number

Notes: (1) If the tender is made by one or more parties who intend to develop the lot as a joint venture, then the tender must be signed by each of the joint venture partners.

(2) Tenders will not be considered unless they are accompanied by an initial deposit in the amount specified in paragraph 5 of the Tender Notice.

CONDITIONS OF SALE
REFERRED TO IN THE FOREGOING TENDER NOTICE

GENERAL CONDITIONS

Completion of
tender documents

1. Within 14 days of the date of the letter referred to in paragraph 7 of the Tender Notice annexed hereto, the successful tenderer (hereinafter referred to as "the Purchaser") shall sign, or in the case of a limited company duly execute under its common seal and in accordance with the laws of its place of incorporation or otherwise in accordance with the applicable law to the satisfaction of the Director of Lands (hereinafter referred to as "the Director"), the Memorandum of Agreement (hereinafter referred to as "the said Memorandum") and the sale plan annexed hereto for completing the purchase according to these Conditions. Where the successful tender has been made on behalf of a principal, the principal shall himself sign or itself execute the said Memorandum and the sale plan annexed hereto as the Purchaser.

Completion of sale

2. Within 28 days of the date of the letter referred to in paragraph 7 of the Tender Notice annexed hereto, the Purchaser shall pay to the Government of the Hong Kong Special Administrative Region (hereinafter referred to as "the Government") in one lump sum the balance of the premium tendered by him.

Failure to pay
further deposit or
balance of the
premium

3. If the Purchaser shall have failed to pay the further deposit (if required) referred to in paragraph 7 of the Tender Notice annexed hereto in accordance with the said paragraph 7 or shall fail to pay the balance of the premium as provided in General Condition No. 2 hereof, the Government may either enforce or cancel the sale. On cancellation, the sum forwarded by the defaulting Purchaser with his tender as an initial deposit and the sum paid as a further deposit in accordance with paragraph 7 of the Tender Notice annexed hereto 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 lot 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 for the periods from the respective latest dates upon which such further deposit and balance should have been paid in accordance with paragraph 7 of the Tender Notice annexed hereto and General Condition No. 2 hereof up to and including the date upon which the balance of the premium upon a resale is paid;
- (b) any deficiency in the premium 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 and be recoverable by the Government as liquidated damages. Any increase of price on a resale shall belong to the Government.

Rent

4. Rent as specified in the Particulars of the Lot in the Tender Notice annexed hereto shall commence and be payable from the date of this Agreement until the expiry of the term hereby agreed to be granted, and shall be governed by the provisions of the Government Rent (Assessment and Collection) Ordinance, any regulations made thereunder and any amending legislation and also subject to a minimum rent of HK\$1 per annum (if demanded).

Acknowledgement
by Purchaser

5. (a) The Purchaser hereby expressly accepts and acknowledges—
- (i) that the Government shall be under no liability whatsoever to the Purchaser (which expression shall for the purpose of this General Condition only include his successors, assigns, mortgagees, tenants or other occupiers of the lot whether lawful or otherwise) for any loss or damage howsoever arising in connection with or as a consequence of his purchase of the lot and its subsequent development;
 - (ii) that he has purchased the lot based upon his own evaluation of land records and available geotechnical information whether obtained from Government sources or otherwise and has satisfied himself as to the state and condition of the lot in relation to the purposes for which the lot is to be developed or redeveloped;
 - (iii) that he takes the lot, whether on, above or below the surface of the ground, in the state and condition as it exists on the date on which possession of the lot is deemed to be given in accordance with Special Condition No. (1) of these Conditions; and
 - (iv) that he shall not be entitled to revoke, withdraw, cancel or resile in any way whatsoever from this Agreement nor be entitled in any way whatsoever to compensation or a reduction in the premium or any other compromise whatsoever should he subsequently determine that the lot is not fit for the purposes for which he purchased the lot.

Exclusion of
warranty

- (b) (i) The Government gives no warranty, express or implied, as to the suitability, fitness, physical condition, state or safety of the lot and the existing buildings and structures erected or situated on the lot (which existing buildings and structures are hereinafter referred to as “the Existing Structures”) or any part thereof for the use or development of the lot whether in accordance with these Conditions or otherwise. The Purchaser for himself, his successors or assigns undertakes not to make any claim against the Government for any loss or damage whatsoever which he may suffer as a result of or arising from the state or condition of the lot or any of the Existing Structures making it either unfit or unsafe for the purpose for which

he purchased the lot or rendering it impossible to achieve the scale of development originally intended.

- (ii) The Government gives no warranty, express or implied, that the Existing Structures are in compliance with the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "the Buildings Ordinance") or the Buildings Ordinance (Application to the New Territories) Ordinance, any regulations made thereunder and any amending legislation.
- (iii) The Government does not guarantee and gives no warranty, express or implied, as to the accuracy or correctness in any way whatsoever of any information made available to or obtained by the Purchaser and in particular does not warrant that the lot or the Existing Structures are fit and suitable for any particular purpose.

Indemnity by the Purchaser

(c) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any breach of these Conditions or any damage or soil and groundwater contamination caused to adjacent or adjoining land or to the lot where such damage or soil and groundwater contamination has, in the opinion of the Director (whose opinion shall be final and binding on the Purchaser), arisen out of any use of the lot, or any development or redevelopment of the lot or part thereof or out of any activities carried out on the lot or out of any other works carried out thereon by the Purchaser whether or not such use, development or redevelopment, activities or works are in compliance with these Conditions or in breach thereof.

Setting out

6. (a) The Director shall, at such time as he thinks fit or upon the application of the Purchaser, set out the lot on the ground, and the Purchaser or his authorized representative after such setting out when called upon by the Director shall attend at the lot to inspect the survey marks delineating the lot on the ground and shall be given a plan showing the positions and descriptions of each such mark. The Purchaser shall not commence any operations for the development of the lot until it shall have been so set out by the Director. The Purchaser shall take or cause to be taken all proper care and precautions to safeguard the said survey marks from disturbance or removal. If, before commencing any operations for the development of the lot, any of the said survey marks are disturbed or removed, the Purchaser shall apply in writing to the Director for replacement by survey and shall pay on demand to the Government in advance the prescribed fee therefor.

Encroachment upon Government land

(b) In the event that the Purchaser is found to have encroached upon and to be occupying Government land, the Director may in his absolute discretion either require the Purchaser to demolish any building or structure or any part thereof, standing on such Government land, to reinstate such Government land to his satisfaction and deliver up vacant possession of the same to the Government or to pay to the Government such sum as the Director in his absolute discretion shall determine as the premium in respect of such

Government land. A certificate under the hand of the Director shall be conclusive as to the extent of any such encroachment and as to the amount of the premium payable in respect thereof. If the Purchaser fails to demolish any such building or structure as required by the Director as above, it shall be lawful for the Director to demolish such building or structure and the Purchaser shall pay on demand to the Government the amount certified by the Director as the cost of such demolition. In the event that the Director exercises his discretion to require the payment of premium as aforesaid, upon the payment of such premium, the area of Government land encroached upon shall be deemed in all respects to be part of the lot and shall be included in the lease of the lot when issued.

Maintenance

7. (a) The Purchaser shall throughout the term hereby agreed to be granted—

- (i) maintain all buildings and structures which are or which may hereafter be erected or situated, in accordance with these Conditions or any subsequent contractual variation of them, on the lot or any part thereof in accordance with any approved building plans without variation or modification thereto; and
- (ii) maintain all buildings and structures which are or which may hereafter be erected or situated, in accordance with these Conditions or any subsequent contractual variation of them, on the lot or any part thereof in good and substantial repair and condition to the satisfaction of the Director, the Director of Environmental Protection (hereinafter referred to as “the DEP”) and the Director of Fire Services (hereinafter referred to as “the DFS”) and in such repair and condition deliver up the same at the expiration or sooner determination of the term hereby agreed to be granted.

(b) In the event of the demolition at any time during the term hereby agreed to be granted of any building then erected or situated on the lot or any part thereof, the Purchaser shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid, the Purchaser shall within 1 calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within 3 calendar months thereof commence the necessary redevelopment works and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director.

(c) In the event of the demolition at any time during the term hereby agreed to be granted of any structure then erected or situated on the lot or any part thereof, the Purchaser shall replace the same either by structure or structures of the same type and of no less volume or scale or by structure or structures of such type, value and specifications as shall be approved by the Director. In the event of demolition as aforesaid, the Purchaser shall within 1 calendar month of such demolition apply to the Director for consent to carry out such works of replacement and upon receiving such consent shall within 3 calendar months thereof commence the necessary works of replacement and shall complete the

same to the satisfaction of and within such time limit as is laid down by the Director.

Boundary stones 8. The Purchaser shall permit boundary stones properly cut and marked with the number of the lot to be fixed at each angle thereof and either in or on the land itself or in or on any building erected thereon as may be required by the Director and shall pay the fees prescribed by him therefor as well as the prescribed fees for the refixing of such boundary stones which, through being lost, damaged or removed, need replacing.

Right to inspect 9. (a) The Purchaser shall throughout the term hereby agreed to be granted, at all reasonable times, permit the Director or his authorized representatives, with or without notice, to enter in or upon the lot or any part thereof or any building or structure or any part thereof erected or situated on the lot for the purpose of inspecting the same so as to ascertain that there is no breach of or failure to observe any of these Conditions.

(b) The Purchaser shall throughout the term hereby agreed to be granted, at all reasonable times, permit the Director and the DEP or his or their authorized representatives, with or without notice, to enter in or upon the lot or any part thereof or any building or structure or any part thereof erected on the lot to view the condition thereof and to give or leave upon the lot or any part thereof or any building or structure or any part thereof erected or situated on the lot notice in writing to the Purchaser of all defects and wants of repair found therein, and the Purchaser shall forthwith after any such notice given or left as aforesaid well and sufficiently repair and make good all such defects and wants of repair whereof notice shall have been so given or left.

Right to inspect for assessing contamination (c) The Purchaser shall throughout the term hereby agreed to be granted, at all reasonable times, permit the Director and the DEP or his or their authorized representatives, upon serving reasonable verbal or written notice on the Purchaser, to enter into or upon the lot or any part thereof or any building or structure or any part thereof erected or situated on the lot for the purpose of carrying out site investigation works to assess the extent of contamination within the lot, which works shall include but not be limited to conducting site inspections, taking soil and water samples and any other works and operations relating or ancillary to such contamination assessment.

Breach of lease conditions (d) The fulfilment by the Purchaser of his obligations under these Conditions shall be a condition precedent to the grant or continuance of the tenancy, and in the event of any default by the Purchaser in complying therewith, such default shall be deemed to be a continuing breach and the subsequent acceptance by or on behalf of the Government of any rent or rates or other payments whatsoever shall not (except where the Government has notice of such breach and has expressly acquiesced therein) be deemed to constitute any waiver or relinquishment or otherwise prejudice the enforcement of the Government's right of re-entry for or on account of such default or any other rights, remedies or claims of the Government in respect thereof under these Conditions which shall continue in force and shall apply also in respect of default by the Purchaser in the fulfilment of his obligations under these Conditions within any extended or substituted period as if it had been the period originally provided.

Re-entry 10. (a) Upon any failure or neglect by the Purchaser to perform, observe or comply with any of these Conditions, the Government shall be entitled to re-

enter upon and take back possession of the lot or any part thereof and all or any of the buildings and structures erected or situated on the lot or any part thereof and thereupon this Agreement and the rights of the Purchaser hereunder shall absolutely cease and determine (in respect of such part if the re-entry is upon a part only) but without prejudice nevertheless to the rights, remedies and claims of the Government in respect of any breach, non-observance or non-performance of the terms and conditions hereof.

No refund of premium on re-entry

(b) In the event of re-entry by the Government for or in respect of or arising out of the breach, non-observance or non-performance by the Purchaser of the provisions of these Conditions, the Purchaser shall not be entitled to any refund of the premium paid by him or any part thereof or to any payment or compensation whatsoever whether in respect of the value of the land or the buildings and structures erected or situated on the lot or any part thereof or any amount expended by the Purchaser in the preparation, formation or development of the lot or any part thereof or otherwise.

Lease

11. (a) When these Conditions have been complied with to the satisfaction of the Director, the Purchaser shall subject to approval of his title by the Director be entitled to a lease of the lot as described in the Particulars of the Lot in the Tender Notice annexed hereto for the term stated in the preamble to the said Tender Notice.

(b) The Purchaser shall execute and take up the lease for the lot when called upon to do so by the Director and shall pay the prescribed fees therefor. In the event of more than one building being erected on the lot, the Purchaser may be required to take up a separate lease for the site of each separate building and shall pay the prescribed fees for every additional lease so required to be taken up.

(c) Pending the issue of the lease, the tenancy of the lot shall be deemed to be upon and subject to, and such lease when issued shall be subject to and contain all exceptions, reservations, covenants, clauses and conditions as are now inserted in the leases issued by the Government of similar lots in Hong Kong as varied, modified or extended by these Conditions.

Definitions

12. (a) In these Conditions,

- (i) the expression "Purchaser" shall include the person entering into and executing this Agreement and where the context so admits or requires his executors, administrators and assigns and in the case of a corporation its successors and assigns;
- (ii) the expression "lot", except where the context otherwise requires, means the lot stated in the Particulars of the Lot in the Tender Notice annexed hereto;
- (iii) the expressions "structure" and "structures" shall include but not be limited to, electric vehicle charging installations, final circuits installations, electrical power system, electric vehicle servicing or lubricating facilities, renewable energy generating facilities, tanks, dispensing nozzles for petrol or

dispensing nozzles for liquefied petroleum gas (if any) and any ancillary installations and associated pipework;

- (iv) the expression “electric vehicle” means a vehicle which is electrically powered and licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as “the Road Traffic Ordinance”);
- (v) the expression “on the lot” shall, where the context so admits or requires, mean “on, above or below the ground level or the surface of the ground of the lot”, and the decision of the Director as to what constitutes the ground level or the surface of the ground of the lot shall be final and binding on the Purchaser; and
- (vi) 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 be deemed to include the plural and vice versa.

(b) The foregoing General Conditions shall be read and construed as varied or modified by the Special Conditions hereinafter contained, and the expression “these Conditions” whenever used shall mean and include the General and Special Conditions.

Marginal notes

13. The marginal notes to these Conditions shall not be deemed to be part of these Conditions and shall not affect the interpretation or construction thereof.

SPECIAL CONDITIONS

- Possession (1) Subject to payment of the balance of the premium as provided in General Condition No. 2 hereof and subject to the provisions of General Condition No. 1 hereof, possession of the lot shall be deemed to be given to the Purchaser on the date of this Agreement.
- Existing Structures (2) (a) The Purchaser acknowledges the presence of the Existing Structures. The Government will accept no responsibility or liability and no claim whatsoever shall be made against the Government by the Purchaser for any loss, damage, nuisance or disturbance caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the presence of the Existing Structures. The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the presence, use, demolition, removal, renovation, replacement, alteration of or addition to any of the Existing Structures.
- (b) Without prejudice to General Condition No. 5 hereof, the Purchaser shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing on the date of this Agreement and the Purchaser agrees that the lot is purchased subject to the presence of the Existing Structures, and no objection or claim of whatsoever nature shall be made or raised against the Government by the Purchaser in respect of or on account of the same.
- Demolition and Removal Works (c) (i) The Purchaser shall within 12 calendar months from the date of this Agreement or such other period as may be approved in writing by the Director, at his own expense and in all respects to the satisfaction of the DEP, demolish and remove the existing storage tanks and ancillary installations and associated pipework (if any) from the lot (hereinafter referred to as "the Demolition and Removal Works").
- (ii) No building works (other than site formation works) shall be commenced on the lot or any part thereof until the Demolition and Removal Works shall have been completed in all respects to the satisfaction of the DEP. For the purposes of these Conditions, "building works" and "site formation works" shall be as defined in the Buildings Ordinance.
- (iii) For the avoidance of doubt and without prejudice to General Condition No. 5 hereof, the Purchaser hereby accepts and acknowledges that the Purchaser shall have the sole responsibility at his own expense to carry out and implement the Demolition and Removal Works in all respects to the satisfaction of the DEP.
- (iv) 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 or any other person arising whether directly or indirectly out of, in connection with or incidental to the carrying out of the Demolition and Removal Works or the fulfilment or non-fulfilment of any of the Purchaser's obligations under this sub-clause (c), and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

- (v) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the carrying out of the Demolition and Removal Works or the fulfilment or non-fulfilment of any of the Purchaser's obligations under this sub-clause (c).

Development conditions

(3) The Purchaser shall develop the lot by the formation of the lot to a level of not less than 4.4 metres above the Hong Kong Principal Datum and in all respects to the satisfaction of the Director of Civil Engineering and Development, and by the erection on the lot (whether by erecting new buildings or structures or by retaining the Existing Structures without alteration or addition or by renovating, replacing, altering or adding to the Existing Structures with the prior written consent of the Director pursuant to Special Condition No. (8) hereof) of an electric vehicle charging station (including any electric vehicle servicing or lubricating facilities and facilities for generating renewable energy (including solar panels) for use by the station) (hereinafter referred to as "the EV Charging Station") to the satisfaction of the DEP and complying with these Conditions and all Ordinances, bye-laws, regulations and rules relating to or applicable to planning, building and sanitation which are or may at any time be in force in Hong Kong, the EV Charging Station to be completed and made fit for operation on or before 30 September 2026.

Provision of EV Charging Installations

(4) (a) Throughout the term hereby agreed to be granted, the Purchaser shall at his own expense provide, install, operate and maintain within the lot in such manner, at such locations and to such standards and designs as may be required or approved in writing by the DEP and in all respects to the satisfaction of the DEP—

- (i) electric vehicle charging installations including but not limited to a minimum of 18 electric vehicle chargers each with not less than 100 kilowatts in output power, and final circuits and such other ancillary installations and structures as the DEP may require at his absolute discretion (hereinafter collectively referred to as "the EV Charging Installations"); and
- (ii) an electrical power system with such electrical loading capacity as may be required or approved in writing by the DEP for the supply of electricity to the EV

Charging Installations (hereinafter referred to as “the Electrical Power System”).

(b) The EV Charging Installations and the Electrical Power System shall in all respects comply with the Buildings Ordinance and the Electricity Ordinance, any regulations made thereunder and any amending legislation.

(c) For the purpose of sub-clause (a) of this Special Condition, the decision of the DEP as to what constitutes electric vehicle charging installations or an electrical power system shall be final and binding on the Purchaser.

(d) The Purchaser shall at all times throughout the term hereby agreed to be granted permit the Government, the DEP, their officers, contractors, agents, workmen and any other persons authorized by any of them with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or structure erected or to be erected thereon for the purposes of inspecting, checking or ascertaining whether there is any breach of or failure to comply with sub-clause (a) of this Special Condition by the Purchaser.

(e) 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 or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise by the Government, the DEP, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clause (d) of this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Charging of electric taxis and electric public light buses during the Peak Hours

(5) (a) Out of the electric vehicle chargers provided under Special Condition No. (4)(a)(i) hereof, the Purchaser shall reserve and designate electric vehicle chargers for the charging of electric taxis and electric public light buses between 3:00 p.m. and 6:00 p.m. every day (hereinafter referred to as “the Peak Hours”) in all respects to the satisfaction of the DEP at the following numbers—

- (i) 9 electric vehicle chargers for the charging of electric taxis; and
- (ii) 1 electric vehicle charger for the charging of electric public light buses.

(b) During the Peak Hours,

- (i) the electric vehicle chargers reserved and designated under sub-clause (a)(i) of this Special Condition and the spaces provided for such chargers under Special Condition No. (27)(a)(i) hereof shall not be used for any purpose other than for the charging of electric taxis; and

(ii) the electric vehicle charger reserved and designated under sub-clause (a)(ii) of this Special Condition and the space provided for such charger under Special Condition No. (27)(a)(ii) hereof shall not be used for any purpose other than for the charging of electric public light buses.

(c) The Purchaser shall not commence operation or permit the commencement of operation of the EV Charging Station prior to the compliance of the requirements on the reservation and designation of electric vehicle chargers provided under Special Condition No. (4)(a)(i) hereof for the charging of electric taxis and electric public light buses in accordance with sub-clause (a) of this Special Condition. The Purchaser shall not alter or permit to be altered the designation except with the prior written consent of the DEP.

(d) For the purposes of these Conditions, “taxi” and “public light bus” shall be as defined in the Road Traffic Ordinance.

(6) Before the opening and commencement of operation of the EV Charging Station, the Purchaser shall at his own expense and to the satisfaction of the Director—

Walls and fences (a) construct such walls and fences on the boundaries of the lot as may be required by the Director; and

Access (b) construct such means of access to and egress from the EV Charging Station for the passage of motor vehicles as may be required by the Director or the DFS and if the Purchaser fails to construct such means of access or egress to the satisfaction of the Director, the Director may carry out such construction works as he considers necessary and the Purchaser shall pay to the Government on demand the costs of such works.

Maintenance (7) The Purchaser shall at his own expense maintain the walls, fences, and the means of access and egress referred to in Special Condition No. (6) hereof in good and substantial repair and condition to the satisfaction of the Director and the DFS.

Restriction on alteration (8) Subject to the provision in Special Condition No. (22)(a) of these Conditions, the Purchaser shall not, without the prior written consent of the Director, make or permit to be made any renovation, replacement, alteration or addition to the buildings and structures erected on the lot or any part thereof.

User (9) (a) The lot or any part thereof and the buildings and structures erected or to be erected on the lot or any part thereof shall not be used for any purpose other than—

(i) the EV Charging Station; and

(ii) retail sale and storage ancillary to the retail sale (hereinafter collectively referred to as “Retail Sale”) purposes only.

(b) The location of the area to be used for Retail Sale shall be subject to the prior written approval of the Director.

(c) The location of the area for Retail Sale as approved under sub-clause (b) of this Special Condition shall not be varied unless with the prior written consent of the Director.

Sustainable building design requirements

(10) Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 7 hereof) of the lot or any part thereof-

Building setback

(a) (i) Unless the Director of Buildings (hereinafter referred to as "the D of B") agrees otherwise, the Purchaser shall at his own expense submit to the D of B for his written approval a plan or plans demonstrating the configuration and layout of all the buildings, structures, supports for buildings or structures and any projections erected or constructed or to be erected or constructed at or above the ground level of the lot for providing the setback areas from the boundaries of the lot, which submission shall in all respects be in compliance with the requirements of the D of B. The said submission shall include the paving and landscaping proposal of such setback areas and other relevant information as the D of B may require or specify at his sole discretion. The aforesaid submission as approved by the D of B is hereinafter referred to as "the Approved Building Setback Submission". Any buildings, structures, supports for buildings or structures and any projections erected or constructed or to be erected or constructed on the lot shall in all respects comply with the Approved Building Setback Submission. For the purpose of this sub-clause (a)(i), the decision of the D of B as to what constitutes "the ground level of the lot" and whether there has been compliance with the Approved Building Setback Submission shall be final and binding on the Purchaser.

(ii) No amendment, variation, alteration, modification or substitution of the Approved Building Setback Submission shall be made without the prior written approval of the D of B, and if such approval is to be given, it shall be upon such terms and conditions as determined by the D of B at his sole discretion.

Building separation

(b) (i) Unless the D of B agrees otherwise, the Purchaser shall at his own expense submit to the D of B for his written approval a plan or plans demonstrating the configuration and layout of all the buildings or group of buildings erected or to be erected on the lot including but not limited to continuous projected façade length, separating distance amongst and permeability of such buildings or group of buildings, which submission shall

in all respects be in compliance with the building separation requirements of the D of B and shall include such other relevant information as the D of B may require or specify at his sole discretion.

- (ii) The submission under sub-clause (b)(i) of this Special Condition as approved by the D of B is hereinafter referred to as "the Approved Building Separation Submission". Any buildings or group of buildings erected or to be erected on the lot shall in all respects comply with the Approved Building Separation Submission. For the purpose of this sub-clause (b), the decision of the D of B as to whether there has been compliance with the Approved Building Separation Submission shall be final and binding on the Purchaser.
- (iii) No amendment, variation, alteration, modification or substitution of the Approved Building Separation Submission shall be made without the prior written approval of the D of B and if such approval is to be given, it shall be upon such terms and conditions as determined by the D of B at his sole discretion.

Greenery Area

- (c) (i) The Purchaser shall at his own expense submit to the D of B for his written approval a plan indicating such portion or portions of the lot or building or buildings erected or to be erected thereon at or within which greening (including but not limited to the provision of live plants with soil base) will be provided and maintained (hereinafter referred to as "the Greenery Area"), the layout and size of the Greenery Area and such other information (including but not limited to the location and particulars of the building works for the Greenery Area) as the D of B may require or specify at his sole discretion (which submission with plan is hereinafter referred to as "the Greenery Submission"). The decision of the D of B as to what constitutes the provision of greening under the Greenery Submission and which portion or portions of the lot or building or buildings constitute the Greenery Area shall be final and binding on the Purchaser. The aforesaid submission as approved by the D of B is hereinafter referred to as "the Approved Greenery Submission".
- (ii) The Purchaser shall at his own expense implement and complete the building works for the Greenery Area in accordance with the Approved Greenery Submission and shall thereafter maintain the same in all respects to the satisfaction of the D of B. No amendment, variation, alteration, modification or substitution of the Approved Greenery Submission shall be made without the prior written approval of the D of B.

- (iii) Except with the prior written approval of the D of B, the Greenery Area as shown in the Approved Greenery Submission shall not be used for any purpose other than as the Greenery Area in accordance with the layout, size, location and particulars as set out in the Approved Greenery Submission.

Commence and continue to operate and price cap for charging of electric taxis and electric public light buses

(11) (a) The Purchaser shall on or before 30 September 2026 open and commence to operate the EV Charging Station on a scale satisfactory to the DEP, and shall throughout the term hereby agreed to be granted continue to manage, operate and maintain the EV Charging Station on the said scale and in accordance with all Ordinances, bye-laws and regulations relating to electric vehicle charging installations which are or may at any time be in force in Hong Kong and in every respect in a lawful and orderly manner.

(b) Except with the prior written consent of the DEP, the EV Charging Station shall provide charging service to the types of vehicles as specified under Special Condition No. (26)(a)(i).

(c) Throughout the term hereby agreed to be granted, the charging service to electric taxis and electric public light buses shall not be provided at a price higher than the current ceiling price for electricity charging as announced by the DEP from time to time.

Cessation of user

(12) If it is at any time shown to the satisfaction of the DEP that the lot has ceased to be used for the purposes specified in Special Condition No. (9)(a)(i) hereof or the Purchaser has ceased to manage, operate and maintain the EV Charging Station in compliance with Special Condition No. (11)(a) hereof (as to which the non-user thereof for such purposes or the non-compliance thereof for a period of 6 calendar months shall be conclusive) or that the extent of the user thereof for such purposes has so diminished or the non-compliance thereof has so occurred that the retention of the lot or any part thereof is no longer justified (as to which the decision of the DEP shall be final and binding on the Purchaser), it shall be lawful for the Government to re-enter upon and take back possession of the lot or any part thereof and all or any of the buildings and structures erected on the lot or any part thereof without notice and the rights of the Purchaser in and to the same under this Agreement shall thereupon absolutely cease and determine.

Restriction on alienation

(13) (a) Except as provided in sub-clause (b) of this Special Condition and except for the carving out and surrender of the Pink Hatched Blue Area (as defined in Special Condition No. (22)(a)(i) hereof) or any part or parts thereof in accordance with Special Condition No. (22)(g) hereof, the Purchaser shall not, throughout the term hereby agreed to be granted—

- (i) assign, mortgage, charge, underlet, part with possession of or otherwise dispose of any interest in the lot (including but not limited to any undivided shares therein) or any building or structure or part of any building or structure thereon or enter into any agreement so to do; or
- (ii) solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or

through a company in which the Purchaser or its nominee is directly or indirectly the owner of shares or which is the owner of shares in the Purchaser or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby the lot is or may be sold, assigned, or otherwise disposed of or affected, or enter into any agreement so to do.

- (b) (i) Prior to compliance with these Conditions in all respects to the satisfaction of the Director, the Purchaser may—
 - (I) underlet the lot (excluding the Pink Hatched Blue Area) as a whole on condition that the tenancy or lease of the lot (excluding the Pink Hatched Blue Area) complies with the following terms and conditions—
 - (A) the term of the tenancy or lease shall not exceed 10 years in the aggregate including any right of renewal;
 - (B) the tenancy or lease shall not commence until after the issue by the Building Authority (for the purposes of these Conditions shall be as defined in the Buildings Ordinance) of an occupation permit or a temporary occupation permit under the Buildings Ordinance;
 - (C) no premium shall be paid by the tenant or lessee;
 - (D) the rent payable shall not exceed a rack rent;
 - (E) no rent shall be payable in advance for a period greater than 12 calendar months;
 - (F) the user permitted in the tenancy agreement or lease or agreement for tenancy or lease shall comply with these Conditions; and
 - (G) none of the terms and conditions in the tenancy agreement or lease or agreement for tenancy or lease shall contravene these Conditions;

- (II) mortgage or charge the lot as a whole for the purpose of the development thereof in accordance with these Conditions and then only by way of a building mortgage of the lot, it being agreed that for this purpose a building mortgage shall be one—
 - (A) whereby the lot is mortgaged or charged in favour of a licensed bank or a registered deposit-taking company authorized under section 16 of the Banking Ordinance, any regulations made thereunder and any amending legislation to secure monies (and interest thereon) advanced or to be advanced to the Purchaser for the purpose only of developing the lot in accordance with these Conditions and for the payment of legal and other professional fees in connection with such development and the mortgage (provided that such fees do not, in the aggregate, exceed 5% of the total amount secured by the mortgage), and for no other purpose; and
 - (B) under which such advances (in the case of work done) are to be made to the Purchaser only in amounts to be certified from time to time by the authorized person (as defined in the Buildings Ordinance and appointed by the Purchaser for the development of the lot) as having been incurred by the Purchaser for the development of the lot.
- (ii) After compliance with these Conditions in all respects to the satisfaction of the Director, the Purchaser may—
 - (I) assign the lot and all the buildings thereon as a whole;
 - (II) mortgage or charge the lot (excluding the Pink Hatched Blue Area) and all the buildings thereon as a whole; and
 - (III) underlet the lot (excluding the Pink Hatched Blue Area) or any part thereof provided that the part or parts of the lot (excluding the Pink Hatched Blue Area) designed and intended to be used for the purposes of the EV Charging Station and all the buildings and installations thereon shall be underlet as a whole, on condition that the lease or tenancy complies with the following terms and conditions—
 - (A) no premium shall be paid by the tenant or lessee;

- (B) the rent payable shall not exceed a rack rent;
- (C) no rent shall be payable in advance for a period greater than 12 calendar months;
- (D) the user permitted in the tenancy agreement or lease or agreement for tenancy or lease shall comply with these Conditions; and
- (E) none of the terms and conditions in the tenancy agreement or lease or agreement for tenancy or lease shall contravene these Conditions.

- Registration (14) Every assignment, mortgage, charge, underletting for more than 3 years and other alienation of the lot or any part thereof or any interest therein shall be registered in the Land Registry.
- Restriction on partitioning (15) Except for the carving out and surrender of the Pink Hatched Blue Area (as defined in Special Condition No. (22)(a)(i) hereof) or any part or parts thereof in accordance with Special Condition No. (22)(g) hereof, the Purchaser shall not, without the prior written consent of the Director, partition (whether by way of assignment or other disposal or by any other means) the lot or any part thereof or any section which has been partitioned with the prior written consent of the Director under this Special Condition.
- Preservation of trees (16) No tree growing on the lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.
- Landscaping (17) The Purchaser shall at his own expense landscape and plant with trees and shrubs any portion of the lot and podium (if any) not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- Health and safety measures (18) The Purchaser shall at all times observe and comply with all directions of the Director, the DFS, the DEP and the Commissioner of Police with regard to the health, safety and protection of members of the public and all persons engaged in or near the EV Charging Station.
- Compliance with Buildings Ordinance (19) (a) Any building and structure erected or to be erected on the lot shall in all respects comply with the Buildings Ordinance.
- (b) The Purchaser shall at his own expense take such action and measures as may be necessary to satisfy the Building Authority that the Existing Structures comply in all respects with the Buildings Ordinance.
- Compliance with Town Planning Ordinance (20) No building or structure may be erected on the lot or any part thereof or upon any area or areas outside the lot specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area or areas outside the lot specified in these Conditions take place, which does

not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation.

Total gross floor area (Retail Sale purposes)

(21) The total gross floor area of any building erected or to be erected on the lot designed and intended to be used for the purposes of Retail Sale shall not exceed 50 square metres.

Pink Hatched Blue Area and the Approved Buildings, Structures, Facilities and Utilities

(22) (a)(i) No tree shall be planted within the area shown coloured pink hatched blue on the plan annexed hereto (hereinafter referred to as "the Pink Hatched Blue Area").

(ii) Except with the prior written consent of the Director (who may at his absolute discretion give such consent on such terms and conditions as he sees fit or refuse to give the consent), no building, structure, support for any building or structure, facilities, installations, drain, sewer, water main, pipe, cable, wire or other utilities shall be erected, constructed, retained or placed on, over, under, above, below or within the Pink Hatched Blue Area. The decision of the Director as to what constitute "facilities", "installations" and "other utilities", shall be final and binding on the Purchaser. The buildings, structures, facilities, installations and utilities erected, constructed, retained or placed on, over, under, above, below or within the Pink Hatched Blue Area with the prior written consent of the Director given under this sub-clause (a) are hereinafter collectively referred to as "the Approved Buildings, Structures, Facilities and Utilities".

(iii) The Purchaser shall at his own expense maintain the Approved Buildings, Structures, Facilities and Utilities in good and substantial repair and condition in all respects to the satisfaction of the Director until the demolition or the removal thereof, and except with the prior written consent of the Director (who may at his absolute discretion give such consent on such terms and conditions as he sees fit or refuse to give the consent), no alteration, amendment or addition whatsoever (whether or not it has been approved by the Building Authority under the Buildings Ordinance) shall be made to the Approved Buildings, Structures, Facilities and Utilities or any part or parts thereof.

(iv) The Purchaser acknowledges and agrees that 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 or any other person arising whether directly or indirectly out of, in connection with or incidental to the Approved Buildings, Structures, Facilities and Utilities whether before or after the surrender of the Pink Hatched Blue Area or any part or parts thereof (as the case may be) to the Government in accordance with sub-clause (g) of this Special Condition.

Maintenance of the
Pink Hatched Blue
Area

(b) The Purchaser shall maintain at his own expense the Pink Hatched Blue Area in all respects to the satisfaction of the Director until such time as the Pink Hatched Blue Area has been surrendered to the Government in accordance with sub-clause (g) of this Special Condition.

Non- fulfilment

(c) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (b) of this Special Condition, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser.

No liability

(d) The Government, the Director, his officers, contractors, his or their workmen and any other persons authorized by him shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under sub-clause (b) of this Special Condition or the exercise or non-exercise by the Government, the Director, his officers, contractors, agents, workmen and any other persons authorized by the Director of the rights conferred under sub-clauses (c) and (f) of this Special Condition, and no claim whatsoever shall be made by the Purchaser against the Government or the Director or his officers, contractors, his or their workmen and any other persons authorized by him in respect of any such loss, damage, nuisance or disturbance.

Indemnity by the
Purchaser

(e) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Purchaser's obligations under sub-clause (b) of this Special Condition; or the exercise or non-exercise by the Government of any of the rights conferred under sub-clauses (c) and (f) of this Special Condition; or the erection, presence, removal or demolition of the Approved Buildings, Structures, Facilities and Utilities; or the state and condition of the Approved Buildings, Structures, Facilities and Utilities; or the lack of repair or maintenance of the Approved Buildings, Structures, Facilities and Utilities.

Access for
inspection

(f) The Purchaser shall at all reasonable times prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (g) of this Special Condition permit the Government, the Director, his officers, contractors, agents, workmen and any other persons authorized by the Director, with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot including the Pink Hatched Blue Area for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (b) of this Special Condition and carrying out, inspecting, checking and supervising the works under sub-clause (c) of this Special Condition and any other works which the Director may consider necessary in the Pink Hatched Blue Area or any part or parts thereof.

Surrender and carving
out of
the Pink Hatched
Blue Area

- hereof,
- (g) Notwithstanding the provisions of Special Condition No. (13)
- (i) The Purchaser shall within 12 calendar months from the date of the written notice or the respective dates of the written notices (as the case may be) given to the Purchaser by the Director, at his own expense, surrender and deliver up to the Government vacant possession of the Pink Hatched Blue Area or any part or parts thereof as the Director may at his sole discretion request free from the Approved Buildings, Structures, Facilities and Utilities (except such part or parts thereof as the Director shall at his sole discretion specify) and free from all incumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Purchaser in all respects to the satisfaction of the Director and upon the surrender as aforesaid, the Purchaser shall cease to have any estate, right, title, interest, property, claim or demand whatsoever in or to the Pink Hatched Blue Area or any part or parts thereof or any of the Approved Buildings, Structures, Facilities and Utilities so surrendered, provided that—
- (I) the Government shall be under no obligation to accept surrender of the Pink Hatched Blue Area or any part or parts thereof at the request of the Purchaser, but may do so as and when it sees fit; and
- (II) any written notice referred to this sub-clause (g)(i) shall not be given by the Director before 28 June 2026.
- (ii) Prior to the surrender of the Pink Hatched Blue Area or any part or parts thereof in accordance with sub-clause (g)(i) of this Special Condition, the Purchaser shall at his own expense demolish and remove all the Approved Buildings, Structures, Facilities and Utilities (except such part or parts thereof as the Director shall at his sole discretion specify) and make good any damage to the Pink Hatched Blue Area or the said part or parts thereof (as the case may be) in all respects to the satisfaction of the Director.
- (iii) Prior to the surrender of the Pink Hatched Blue Area or any part or parts thereof in accordance with sub-clause (g)(i) of this Special Condition and upon demand by the Director, the Purchaser shall at his own expense and to the satisfaction of the Director carve out the Pink Hatched Blue Area from the lot by way of a deed poll in such form and containing such provisions as the Director shall require or approve, which deed poll shall

be registered by the Purchaser at his own expense at the Land Registry.

(iv) The Purchaser shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part or parts thereof or any interest therein or any building or buildings or part or parts of any building or buildings thereon or enter into any agreement so to do prior to the surrender of the Pink Hatched Blue Area to the Government pursuant to sub-clause (g)(i) of this Special Condition unless the Purchaser has at his own expense carved out the Pink Hatched Blue Area from the lot in accordance with sub-clause (g)(iii) of this Special Condition provided that this sub-clause (g)(iv) shall not apply to a building mortgage referred to in Special Condition No. (13)(b)(i)(II) hereof or an assignment referred to in Special Condition No. (13)(b)(ii)(I) hereof.

(v) For the purpose of this sub-clause (g), the Purchaser shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require.

Concession under Building (Planning) Regulations etc.

(h) It is expressly agreed and declared that the obligation on the part of the Purchaser contained in sub-clause (g) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt, the Purchaser expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

Advertisement

(23) The Purchaser shall not exhibit or permit or suffer to be exhibited on the lot or any building or structure erected or to be erected on the lot any placard, poster, sign or advertisement, except those for the purposes of advertising the electricity charging products to be provided at the EV Charging Station or the goods to be sold by retail on the lot, at such location with such design as may be approved in writing by the Director.

Information Boards

(24) (a) The Purchaser shall at his own expense and in all respects to the satisfaction of the DEP-

(i) erect on or before the opening and commencement of operation of the EV Charging Station and thereafter, subject to sub-clause (a)(iii) of this Special Condition, maintain throughout the term hereby agreed to be granted electronic information boards within the lot in such number, at such locations and to such dimensions and design (hereinafter referred to as "the Information

Boards”) for the purposes of indicating the number of vacant electric vehicle chargers in the lot available for charging, the price and such other information as may be required from time to time by the DEP at his sole discretion in respect of electric vehicle charging provided in the lot (hereinafter collectively referred to as “the Information”);

- (ii) indicate the Information on the Information Boards with effect from the opening and commencement of operation of the EV Charging Station throughout the term hereby agreed to be granted; and
- (iii) remove the Information Boards upon the expiration or sooner determination of the term hereby agreed to be granted.

(b) The Purchaser shall, commencing on a date to be decided and specified in writing by the DEP (as to which the decision of the DEP shall be final and binding on the Purchaser) and thereafter at all times throughout the term hereby agreed to be granted, at his own expense and in all respects to the satisfaction of the DEP submit or cause to be submitted to the DEP the Information in such format and at such time and intervals as the DEP may from time to time require or specify in writing (as to which the decision of the DEP shall be final and binding on the Purchaser).

(c) The Purchaser hereby—

- (i) gives his consent to the DEP, the Commissioner for Transport (hereinafter referred to as “the C for T”), the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to process, use and copy the Information and to disclose and disseminate the Information, whether as submitted or after processing, in such format by such media, to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the DEP and the C for T shall at his sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise by such government department or third party; and
- (ii) accepts and acknowledges that the DEP, the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them shall have the sole and absolute discretion and right to decide whether or not to process, use or copy the Information or to disclose and disseminate the Information, whether as submitted or after processing, in whatever format and by whatever media, to any

government department or third party as provided in sub-clause (c)(i) of this Special Condition.

(d) 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 or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under sub-clauses (a) and (b) of this Special Condition; any omission or mistake in the Information; any omission, mistake, neglect or default by the Purchaser in relation to the submission of the Information in accordance with sub-clause (b) of this Special Condition; the exercise by the DEP, the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clauses (a)(i) and (c) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Information by any government department or third party as provided under sub-clause (c) of this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

(e) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under sub-clauses (a) and (b) of this Special Condition; any omission or mistake in the Information; or any omission, mistake, neglect or default by the Purchaser in relation to the submission of the Information in accordance with sub-clause (b) of this Special Condition.

Indemnity

(25) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any accident, damage or injury to any person or property caused by or resulting from any fire or explosion involving any electric vehicle charging installations or any other inflammable or explosive substance on the lot.

Vehicular access

(26) (a) Subject to sub-clause (b) of this Special Condition—

(i) the Purchaser shall have no right of ingress or egress to or from the lot for the passage of motor vehicles except between the points X and Y through Z shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Director for the passage of buses, medium goods vehicles, heavy goods vehicles, special purpose vehicles, motor cycles, motor tricycles, private cars, taxis, light buses and light goods vehicles, and for the purposes of these Conditions, the "ingress point" shall refer to the points X, Y and Z or such other points as approved by the Director under this sub-clause(a)(i); and

(ii) in the event the points X, Y and Z or any other points approved by the Director under sub-clause (a)(i) of this Special Condition are affected by the surrender of the Pink Hatched Blue Area or any part or parts thereof (as the case may be) to the Government in accordance with Special Condition No. (22)(g) hereof, the points X, Y and Z or any other points approved under sub-clause (a)(i) of this Special Condition shall be replaced by the points X1, Y1 and Z1 shown and marked on the plan annexed hereto or such other points as may be approved in writing by the Director, and for the purposes of these Conditions, the "ingress point" shall refer to the points X1, Y1 and Z1 or such other points as approved by the Director under this sub-clause (a)(ii).

(b) (i) The Director may at any time during the term hereby agreed to be granted at his absolute discretion by giving a written notice to the Purchaser vary the designation of vehicular access points as provided in sub-clause (a) of this Special Condition. With effect from such time and during the period as may be specified by the Director in the said written notice, the Purchaser shall have—

(I) no right of ingress to the lot for the passage of motor vehicles except between the points X and Y through Z shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Director for the passage of buses, medium goods vehicles, heavy goods vehicles and special purpose vehicles, and for the purposes of these Conditions, the "ingress point" for the said types of motor vehicles shall refer to the points X, Y and Z or such other points as approved by the Director under this sub-clause (b)(i)(I);

(II) no right of ingress to the lot for the passage of motor vehicles except between the points U and V through W shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Director for the passage of motor cycles, motor tricycles, private cars, taxis, light buses and light goods vehicles, and for the purposes of these Conditions, the "ingress point" for the said types of motor vehicles shall refer to the points U, V and W or such other points as approved by the Director under this sub-clause (b)(i)(II); and

(III) no right of egress from the lot for the passage of motor vehicles except between the points X and Y through Z shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Director for the passage of the

types of motor vehicles referred to in sub-clauses (b)(i)(I) and (b)(i)(II) of this Special Condition.

- (ii) In the event the Director has given the notice as provided under sub-clause (b)(i) of this Special Condition, and the points X, Y and Z or any other points approved by the Director under sub-clauses (b)(i)(I) and (b)(i)(III) of this Special Condition are affected by the surrender of the Pink Hatched Blue Area or any part or parts thereof (as the case may be) to the Government in accordance with Special Condition No. (22)(g) hereof, the points X, Y and Z or any other points approved under the said sub-clause (b)(i)(I) and sub-clause (b)(i)(III) shall be replaced by the points X1, Y1 and Z1 shown and marked on the plan annexed hereto or such other points as may be approved in writing by the Director, and for the purposes of these Conditions, the "ingress point" for the types of motor vehicles referred to in sub-clause (b)(i)(I) of this Special Condition shall refer to the points X1, Y1 and Z1 or such other points as approved by the Director under this sub-clause (b)(ii).
- (iii) The Purchaser hereby agrees and acknowledges that the Government gives no warranty or guarantee, express or implied, as to whether and when right of ingress to the lot referred to in sub-clause (b)(i)(II) of this Special Condition will be available or provided during the term hereby agreed to be granted.
- (iv) 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 or any other person arising whether directly or indirectly out of, in connection with or incidental to the Director's giving or not giving of the written notice under sub-clause (b)(i) of this Special Condition, and no objection shall be raised against the Government by the Purchaser in respect of the same and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

(c) Upon development or redevelopment of the lot, a temporary access for construction vehicles into the lot may be permitted in such position and subject to such conditions as may be imposed by the Director. Upon completion of the development or redevelopment, the Purchaser shall at his own expense within the time limit specified by the Director and in all respects to the satisfaction of the Director, reinstate the area or areas upon which the temporary access was constructed.

(d) For the purposes of these Conditions, "bus", "medium goods vehicle", "heavy goods vehicle", "special purpose vehicle", "motor cycle", "motor tricycle", "private car", "taxi", "light bus" and "light goods vehicle" are as defined in the Road Traffic Ordinance, and the decision of the Director as to whether the vehicular access points provided under this Special

Condition are affected by the surrender of the Pink Hatched Blue Area or any part or parts thereof shall be final and binding on the Purchaser.

Serving and waiting spaces

(27) (a) Throughout the term hereby agreed to be granted, the Purchaser shall provide within the lot in all respects to the satisfaction of the DEP-

- (i) 17 spaces, each measuring not less than 5 metres in length and not less than 2.5 metres in width with minimum headroom of 2.0 metres, for electricity charging for 17 of the electric vehicle chargers provided under Special Condition No. (4)(a)(i) hereof;
- (ii) a space, measuring 12 metres in length and 3.5 metres in width with minimum headroom of 4.7 metres for electricity charging, for one of the electric vehicle chargers provided under Special Condition No. (4)(a)(i) hereof; and
- (iii) not less than 2 spaces, each measuring not less than 5 metres in length and not less than 2.5 metres in width with minimum headroom of 2.4 metres, for electric vehicles to wait for charging, which waiting spaces shall be accessible and located between the ingress point to the lot referred to in Special Condition No. (26)(a)(i), Special Condition No. (26)(a)(ii), Special Condition No. (26)(b)(i)(I) and (II) or Special Condition No. (26)(b)(ii) (as the case may be) and the electric vehicle chargers provided on the lot.

Flexibility in serving spaces

(b) Notwithstanding sub-clauses (a)(i) and (a)(ii) of this Special Condition, the Purchaser may reduce the respective dimensions of spaces required to be provided under the said sub-clauses to such other dimensions as may be approved in writing by the DEP and the C for T, and such reduction shall also be subject to the prior written approval of the Director, who may, at his sole and absolute discretion, give his approval subject to such terms and conditions as he sees fit, including the payment by the Purchaser of premium and administrative fee as shall be determined by the Director.

(c) The spaces provided under sub-clauses (a)(i), (a)(ii) and (a)(iii) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for parking or for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

Traffic Review Report

(28) (a) The Purchaser shall within 2 calendar months from the date of this Agreement or such other period as may be approved by the Director, at his own expense and in all respects to the satisfaction of the C for T submit or cause to be submitted to the C for T for his approval in writing a traffic review report (hereinafter referred to as "the Traffic Review Report") on the development of the lot containing, among others, such information as the C for T may require, including but not limited to all adverse traffic impacts that may arise from the development and operation of the EV Charging Station,

and recommendations for mitigation measures, improvements works and other measures and works.

(b) The Purchaser shall at his own expense, in such manner and within such time limit as shall be stipulated by the C for T carry out and implement the recommendations contained in the Traffic Review Report as approved by the C for T under sub-clause (a) of this Special Condition (hereinafter referred to as "the Approved Traffic Mitigation Measures") in all respects to the satisfaction of the C for T.

(c) No building works (other than the Demolition and Removal Works and site formation works) shall be commenced on the lot or any part thereof until the Traffic Review Report shall have been approved in writing by the C for T under sub-clause (a) of this Special Condition.

(d) For the avoidance of doubt and without prejudice to General Condition No. 5 hereof, the Purchaser hereby accepts and acknowledges that the Purchaser shall have the sole responsibility to carry out and implement at his own expense the Approved Traffic Mitigation Measures in all respects to the satisfaction of the C for T. 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 or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

(e) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under this Special Condition.

Set back

(29) The Purchaser shall not cut away, remove or set back any Government land adjacent to or adjoining the lot or carry out any building-up, filling-in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the Director who may, at his sole discretion, give his consent subject to such terms and conditions as he sees fit, including the grant of additional Government land as an extension to the lot at such premium as he may determine.

Cutting away

(30) (a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, whether within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Purchaser under these Conditions, or for any other purpose, the Purchaser shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent

or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Purchaser shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

(b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (29) hereof.

(c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Purchaser or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the lot or from any adjacent or adjoining Government or leased land, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to such falling away, landslip or subsidence.

(d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Purchaser to carry out, construct and maintain the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Purchaser shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Purchaser shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.

Anchor maintenance

(31) Where prestressed ground anchors have been installed, upon development or redevelopment of the lot or any part thereof, the Purchaser shall at his own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors throughout their service life to the satisfaction of the Director and shall supply to the Director such reports and information on all such maintenance and monitoring works as the Director may from time to time at his absolute discretion require. If the Purchaser shall neglect or fail to carry out the required maintenance or monitoring works, the Director may forthwith execute and carry out the monitoring works and the Purchaser shall on demand repay to the Government the cost thereof.

Spoil or debris

(32) (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the Waste") from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as "the Government Properties"), the Purchaser shall at his own expense remove the Waste from

and make good any damage done to the Government Properties. The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any damage or nuisance to private property caused by such erosion, washing down or dumping.

(b) Notwithstanding sub-clause (a) of this Special Condition, the Director may (but is not obliged to), at the request of the Purchaser, remove the Waste from and make good any damage done to the Government Properties and the Purchaser shall pay to the Government on demand the cost thereof.

Damage to Services

(33) (a) Subject to the provisions in Special Condition No. (34) hereof, the Purchaser shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter collectively referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, the DCS Facilities (as defined in Special Condition No. (34)(a) hereof), utility service or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof (hereinafter collectively referred to as "the Services"). The Purchaser shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals.

(b) The Purchaser shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Purchaser shall at his own expense and in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot or any part thereof or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Purchaser shall pay to the Government on demand the cost of such works). If the Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works.

DCS Facilities
impact assessment

(34) (a) The Purchaser shall, prior to the commencement of any excavation, piling or dewatering works of the lot, at his own expense submit or caused to be submitted to the Director of Electrical and Mechanical Services (hereinafter referred to as "DEMS") for his approval an impact

assessment report of the said works on the district cooling system that may be situated or running upon, over, under or adjacent to the lot or any part thereof (such district cooling system is hereinafter referred to as “the DCS Facilities” and such impact assessment report is hereinafter referred to as “the DCS Facilities Impact Assessment Report”). The DCS Facilities Impact Assessment Report shall be prepared by the authorized person, registered structural engineer or registered geotechnical engineer (as defined in the Buildings Ordinance and appointed by the Purchaser for the development of the lot) (hereinafter referred to as “the AP/RSE/RGE”) containing, among others, such information as the DEMS may require, including but not limited to the assessment undertaken by the AP/RSE/RGE as to whether the DCS Facilities fall within the influence zone of the excavation, piling and dewatering works (or any combination of any of the foregoing) of the lot and whether the Works will or may have any impact on the DCS Facilities. In the event the DCS Facilities fall within the influence zone of the excavation, piling and dewatering works (or any combination of any of the foregoing) of the lot, the DCS Facilities Impact Assessment Report should also include such information as the DEMS may require including but not limited to all adverse impacts on the DCS Facilities that may arise from the Works during construction, any designs and methods of the excavation, piling and dewatering works, a settlement monitoring plan and an action plan on the relevant Works for the DCS Facilities as assessed, recommended or undertaken by the AP/RSE/RGE. The Purchaser shall at his own expense, in such manner and within such time limit as shall be stipulated by the DEMS carry out and implement the action plan contained in the DCS Facilities Impact Assessment Report approved by the DEMS under this sub-clause (a) (hereinafter referred to as “the Approved DCS Facilities Action Plan”) in all respects to the satisfaction of the DEMS. The DCS Facilities Impact Assessment Report approved by the DEMS under this sub-clause (a) shall be final and binding on the Purchaser.

(b) No excavation, piling or dewatering works shall be commenced on the lot or any part thereof unless the DCS Facilities Impact Assessment Report shall have been approved in writing by the DEMS under sub-clause (a) of this Special Condition.

(c) For the avoidance of doubt and without prejudice to General Condition No. 5 hereof, the Purchaser hereby accepts and acknowledges that the Purchaser shall have the sole responsibility of carrying out and implementing at his own expense the Approved DCS Facilities Action Plan in all respects to the satisfaction of the DEMS. 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 or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser’s obligations under this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

(d) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser’s

obligations under this Special Condition.

(e) For the purposes of these Condition, the decision of the DEMS as to what constitutes the DCS Facilities shall be final and binding on the Purchaser.

Construction of
drains and channels

(35) (a) The Purchaser shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Purchaser shall be solely liable for and shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any damage or nuisance caused by such storm-water or rain-water.

Connecting drains
and sewers

(b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Purchaser for any loss or damage thereby occasioned and the Purchaser shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Purchaser at his own expense and to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Purchaser at his own expense and upon demand be handed over by the Purchaser to the Government for future maintenance thereof at the expense of the Government and the Purchaser shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Purchaser to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works.

Supervisory and
overhead charges

(36) Wherever in these Conditions it is provided that—

(a) the Government or its duly authorized officers shall or may carry out works of any description on the lot or any part thereof or outside the lot (whether on behalf of the Purchaser or on the failure of the Purchaser to carry out such works or otherwise) at the cost of the Purchaser or that the Purchaser shall pay or repay to the Government or to its duly authorized officers on demand the cost of such works, such cost shall include such supervisory and overhead charges as may be fixed by the Government or by its duly authorized officers and the decision of the Director as to the cost of such works shall be final and binding on the Purchaser; or

Prior approval or
consent

(b) the prior approval or consent of the Government or its duly authorized officers is required, they may give the approval or consent on such terms and conditions as they see fit or refuse it at their absolute discretion.

Viewing by prospective purchasers, tenants or licensees

(37) The Purchaser hereby accepts and acknowledges that the Government has the right to dispose of the lot as the Government sees fit upon the expiration or sooner determination of the term hereby agreed to be granted and the Purchaser hereby undertakes to allow any prospective purchasers, tenants or licensees, as notified by the Director, at all reasonable times, subject to an advance notice of two days being given, to enter upon the lot or any part thereof to view the condition thereof, including any building and structure thereon provided always that the Government shall not be liable to the Purchaser for any damage, injury or loss to persons or properties arising therefrom and the Purchaser shall indemnify and keep indemnified the Government from and against any such claims.

Definition of gross floor area

(38) For the purposes of these Conditions, the expression "gross floor area" means the area contained within the external faces of the external walls (or in the absence of such walls the external perimeters) of any building erected or to be erected on the lot measured at each floor level (including any floor below the ground level), together with the area of each balcony in such building, which shall be calculated from the overall dimensions of the balcony (including the thickness of the sides thereof). For the purpose of this Special Condition, the decision of the Director as to what constitutes "the ground level" shall be final and binding on the Purchaser.

Yielding up

(39) The Purchaser shall yield up the lot together with all buildings and structures to the Government at the expiration or sooner determination of the term hereby agreed to be granted in good, clean and tenantable repair and condition provided that, if so required by the Director, the Purchaser shall at his own expense before the expiration or sooner determination of the term hereby agreed to be granted remove all buildings, structures, foundation, paving and other surfacing which are then erected or installed on the lot (irrespective of whether they were erected or installed by the Purchaser), make good and repair in a proper and workmanlike manner any damage to the lot and thereafter landscape the lot to the satisfaction of the Director and without any compensation therefor being paid by the Government to the Purchaser. The Government reserves the right to claim against the Purchaser for all losses consequential to, resulting from or arising out of, in connection with or incidental to the delay or failure of the Purchaser to redeliver up possession of the lot in a condition acceptable to the Government on the expiration or sooner determination of the term hereby agreed to be granted.

Contracts (Rights of Third Parties) Ordinance

(40) 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, any regulations 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, any regulations made thereunder and any amending legislation to enforce any provisions of this Agreement.

MEMORANDUM OF AGREEMENT

BETWEEN

of.....
(herein referred to as "the Purchaser") of the one part and the Chief Executive on behalf of the Government of the Hong Kong Special Administrative Region of the other part whereby it is agreed that the Purchaser's tender for the lot described in the foregoing Tender Notice having been accepted at the premium hereunder specified and the Purchaser having paid the sum specified in his tender as an initial deposit and the further deposit (if required) referred to in paragraph 7 of the Tender Notice annexed to the foregoing Conditions of Sale and in part payment of the premium (the receipts of which are hereby acknowledged) hereby agrees to pay the balance of the premium and to become the lessee of the lot upon and subject to the foregoing Conditions of Sale and on his part to perform and abide by the said Conditions.

Registry No.	Rent	Amount of premium at which purchased
New Kowloon Inland Lot No. 6639	As specified in General Condition No. 4	\$

Dated 20 .

Witness to the signature of/execution by the Purchaser:

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

Address

Witness to the signature of District Lands Officer, Kowloon East:

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

.....
Civil servant,
Lands Department

.....
District Lands Officer, Kowloon East

LOT NUMBER
KIL 6639

LOT NO. 61215101

LOT NO. 61613191

LOT NO. 61614191

SECTION

Point	Hong Kong 1980 Grid Coordinates	
	N (m)	E (m)
X	820191.600	839227.473
Y	820155.132	839265.343
A	820154.333	839222.924
V	820169.991	839206.664

I, KONG Fei-pak, *Land Surveyor/ K5
/ *an Authorized Land Surveyor registered under the Land Survey Ordinance (Cap. 473), hereby certify that this land boundary plan has been prepared from land boundary surveys that were carried out by me or under my direct supervision in conformity with the *Land Boundary Survey Regulations / *Code of Practice approved by the Land Survey Authority under the above Ordinance, and that this plan correctly represents that survey completed on the...14th... day of...December...2023.....

Dated this...20th... day of...February... 2024.....

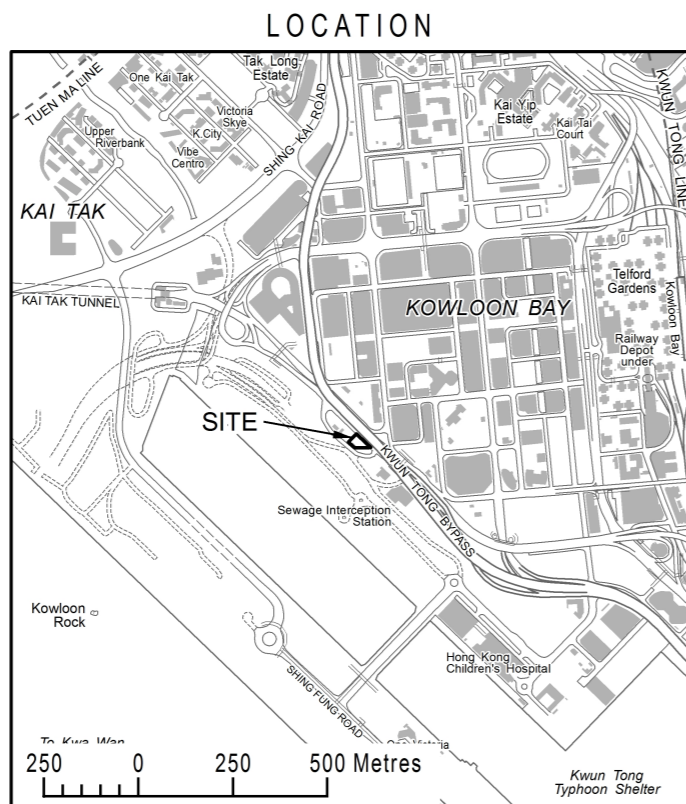
Signed

*Land Surveyor/ K5
*Authorized Land Surveyor

Remarks:

- (1) * - Delete as appropriate.
- (2) The practice requirements laid down in the Land Boundary Survey Regulations of the Lands Department are the same as those in the Code of Practice approved by the Land Survey Authority under the Land Survey Ordinance.

	SALE PLAN		
Field Book	--		
Comp. Folder	KL6904		
Svy. Officer	KWOK H.Y.		
Tech. Officer	LUI S.N.		
Date	FEB 2024		
ALS Plan No.	--		
Plan No.	KL6904-SP		



SIDE	DISTANCE IN METRES	BEARING ° ' "	Pt.	CORNER MARKED BY
X Y	52.574	133 55 10		
Y A	42.427	268 55 10		
A V	22.573	313 55 10		
V X	29.999	43 55 10		

× 4.3 SPOT LEVEL IN METRES AS AT 14 - 12 - 2023

SPECIAL CONDITIONS REFER

 PINK HATCHED BLUE

POINTS U, V, W

POINTS X, Y, Z

POINTS X1, Y1, Z1

COLOURED PINK AND PINK HATCHED BLUE AREA 1 127 SQUARE METRES (ABOUT)



NEW KOWLOON INLAND LOT No. 6639

 District Survey Office, Kowloon
Lands Department
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File No. DSO/K 036/1997, 209/KPT/KE(A)
Survey Sheet No. 11-NE-17A
Layout Plan No. ---
Reference Plan No. ---
ALS Plan No. ---
PLAN No. KL6904-SP

Date: 16/02/2024

DISTRICT LANDS OFFICE
KOWLOON EAST
LANDS DEPARTMENT



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

Witness to the signature of /
execution by the Purchaser

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

District Lands Officer, Kowloon East

Witness to the signature of
District Lands Officer, Kowloon East
Civil Servant,
Lands Department

Dated this... day of... 20...

Dated.....

AGREEMENT
AND
CONDITIONS OF SALE
OF
New Kowloon Inland Lot No. 6639

Purchaser :

Rent : As specified in General
Condition No. 4

Term : 12 years from the date of the
Memorandum of Agreement

Lands Department