Invitation for Expression of Interest

for

Large-scale Land Disposal

in

Hung Shui Kiu/Ha Tsuen New Development Area, Fanling North New Development Area and San Tin Technopole

Development Bureau

December 2024

Table of Contents

<u>Sectio</u>	<u>on</u>	Page
I.	Introduction	3-5
II.	Development Details	
	Draft conditions under tender document and other agreement (where app in broad terms	oropriate) 6 – 7
	Base case scenarios and draft site-specific conditions under tender document and other agreement (where appropriate) in broa	nd terms
	(A) Pilot area in Hung Shui Kiu/Ha Tsuen New Development Area	8 – 11
	(B) Pilot area in Fanling North New Development Area	12 – 15
	(C) Pilot area in San Tin Technopole	16 – 18
III.	Submission	19 – 20
	REPLY FORM	21 – 37
	Disclaimer	38 - 39
Anne	x A	40
Anne	x B	41
Anne	x C	42
Anne	x D	43 – 44

Section I. Introduction

- 1. The Chief Executive announced in the 2024 Policy Address to adopt, on a pilot basis, a large-scale land disposal approach to expedite the development of the Northern Metropolis. Sizable land parcels comprising sites of commercial value and public facilities will be selected for open tender and granted to successful bidders for comprehensive development. This approach will provide a new avenue for enterprises to participate in this important development in Hong Kong, speed up the development of the residential flats, industry and public facilities in the Northern Metropolis, and help reduce the Government's financial outlay.
- 2. The Government has identified three land parcels (collectively the "pilot areas") in Hung Shui Kiu/Ha Tsuen New Development Area ("HSK NDA") ("HSK Pilot Area"), Fanling North New Development Area ("FLN NDA") ("FLN Pilot Area") and San Tin Technopole ("STT") ("STT Pilot Area") as pilot areas. Each pilot area covers residential, industry and public facility sites.
- 3. Developers are required to carry out site formation and engineering infrastructure works for all the sites in the pilot areas, and hand back to the Government for management or disposal specified Government Premises and public facilities such as roads and open space after completion, while retaining specified sites of commercial value for their own development.
- 4. Arrangements applicable to all the three pilot areas include
 - (a) The NDAs where the pilot areas are located have completed statutory rezoning procedures. Developers are required to develop the pilot areas in accordance with the statutory planned uses of the sites. This notwithstanding, according to the established town planning procedure, it is possible to allow minor relaxation of the development parameters (e.g. plot ratio) of the sites, subject to application and Town Planning Board's approval.
 - (b) The Government will complete resumption of private lands in the three pilot areas and, together with the government lands involved, provide compensation and rehousing arrangements to eligible households and business operators affected, before handing over the pilot areas to successful bidders. The pilot areas will be handed over to the Developers, free of households and business operators, when the tenders are awarded.
 - (c) The tenders will be awarded under a cash tender approach, to the highest bidder that reaches the reserve price set by the Government. The payment to be offered by the Developer in its bid for a pilot area should in theory have taken into account his estimation of the costs of site formation and engineering infrastructure works and construction of other facilities on sites to be handed back to Government upon completion of relevant works.
 - (d) Participation of joint ventures or consortiums formed by enterprises is allowed.
- 5. The Development Bureau ("DEVB") endeavours to commence the tendering work for

HSK Pilot Area and FLN Pilot Area in 2025 the earliest and STT Pilot Area in 2026 the earliest.

- 6. As this is a new approach in land disposal, we see merits in tapping market views through an expression of interest ("EOI") exercise before we finalise the tender documents.
- 7. This document ("Invitation Brochure") invites the EOI in tendering for the award of the pilot areas and obtains market feedback on how different aspects of large-scale land disposal arrangement should be defined to encourage private sector participation and foster For this purpose, a baseline scenario for each of the pilot areas with competition. development requirements and conditions under tender document and other agreement (where appropriate) in broad terms have been provided. Interested Parties may provide views on the baseline scenarios, and comment on any other issues they consider as relevant to their interest or otherwise in participating in the tender exercise to follow. It should be noted that the particulars contained in this Invitation Brochure are provided on a noncommittal basis and subject to changes by the Government without prior notification. For the avoidance of doubt, the EOI received by the Government would only be a reference and may or may not be considered or taken into account in the finalised development requirements and conditions under tender document and other agreement (where appropriate).
- 8. Any party interested in putting forth an EOI submission ("Interested Party") should make its own independent assessment of the information contained in this Invitation Brochure after carrying out such investigation and taking such professional and other advice as may be prudent in order to assess the risks and benefits and to prepare the EOI.
- 9. The submission of any EOI by an Interested Party shall be taken to be an acceptance of the terms of this invitation for the EOI ("Invitation").
- 10. The Invitation is not intended to provide the basis of any investment decision and should not be considered as a recommendation by the Government or any of its officers, employees, agents or advisors to any Interested Party to submit any EOI.
- 11. This Invitation exercise does not form a part of any competitive bidding process. Neither does this Invitation Brochure nor any submission of the EOI received by the Government in response thereto constitute an offer or the basis of any contract which may be concluded.
- 12. This Invitation is not a prequalification exercise to shortlist or prequalify any Interested Party for the Government tender exercise(s) for any of the pilot areas. Parties who do not submit an EOI will not be barred from taking part, or prejudiced against, in the subsequent competitive bidding in the Government tender exercise(s) for the pilot areas.
- 13. In the case of an Interested Party which is a consortium, it shall nominate and appoint any one lead member ("Lead Member") to act as the representative to make decisions for and on behalf of the consortium and serve as a single contact point for the EOI.
- 14. Interested Parties are not to construe the contents of this Invitation, or any other communications by or for and on behalf of the Government, or any of its officers,

employees, agents or advisors, as financial, legal, tax or other advice. Each Interested Party should consult its own professional advisors as to financial, legal, tax or other matters concerning the large-scale land disposal.

- 15. Each Interested Party shall be solely responsible for the fees, costs and expenses incurred in preparing and submitting the EOI. The Government will under no circumstances be liable to any Interested Party for any such fees, costs, expenses, losses or damages whatsoever arising out of or in connection with the EOI process.
- 16. The Government may seek written clarifications from or request meetings with Interested Parties on the content of their EOI submissions. The Government may finalise the development requirements and conditions under tender document and other agreement (where appropriate) of the pilot areas in the tender documents or related documents, and conduct the tender exercise(s) for the pilot areas mentioned in paragraph 2 of this Section.
- 17. The Government reserves the right to vary the tender programme or to cancel the tender exercise(s) outright for any or all of the pilot areas.
- 18. The Government reserves the right to amend, add to or delete any information contained in this Invitation Brochure at any time without prior notification and without giving reasons.

Section II. Development Details

- 1. The terms set out in this section are only provisional and may be subject to changes until they are finalised in the Government's tender documents or related documents.
- 2. In this Invitation Brochure, unless the context requires otherwise, "Developer" means the successful tenderer of any of the pilot areas in the tender invitation by the Government for the large-scale land disposal of the pilot areas concerned.
- 3. For the avoidance of doubt, only the sites in the pilot area that will be kept by the Developer are intended to be sold to the Developer under the relevant tender exercise, but not the other sites and areas for the construction of roads, open space and other facilities (public or otherwise) which will be handed back to the Government after completion of certain Specified Works prescribed in the tender document (see paragraph 4.2 below).

Draft conditions under tender document and other agreement (where appropriate) in broad terms

4. The preliminary basic terms in broad terms of the draft conditions under tender document and other agreement (where appropriate) that are **applicable to all the pilot areas** are summarised as follows:-

		Preliminary basic terms in broad terms
4.1	Lease Term	50 years from the date of the Memorandum of Agreement ¹ .
4.2	Specified Works in the pilot areas ("Specified Works")	In the parts other than the sites in the pilot areas which would be kept by the Developer for development, the Developer is required to, within the specified period at the cost and expense of the Developer, form the sites and construct engineering infrastructure works and, where required by the Government, construct open space facilities, roads, pedestrian street and Government Premises to the satisfaction of the Government, and hand back to the Government free of cost and without any payment for consideration ² upon completion. For details, please refer to the draft site-specific conditions under tender document and other agreement (where appropriate) in broad terms for each of the pilot areas.
4.3	Liquidated damages, defects liability and	<u>Liquidated damages</u> The Developer is required to pay to the Government on demand by way of liquidated damages if the Developer

¹ The Memorandum of Agreement forms part of the tender document. Successful tenderer shall duly execute, among others, the Memorandum of Agreement for completing the purchase of the site(s) concerned.

² Without prejudice to liquidated damages.

	Preliminary basic terms in broad terms
guarantee of the Specified Works	fails to complete the Specified Works in a satisfactory and timely manner.
	Defects liability The Developer shall indemnify and keep indemnified the Government against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising out of any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in relation to the Specified Works which may exist on the date of delivery of possession by the Developer to the Government and which shall occur or become apparent within a period of 365 calendar days after the date of delivery of possession by the Developer.
	<u>Guarantee of the Specified Works</u> If required by the Government, the Developer shall procure and furnish to the Government a guarantee to be given by a bank (other than a restricted licence bank or a deposit-taking company) which holds a valid banking licence granted under the Banking Ordinance (Cap. 155), any regulations made thereunder and any amending legislation, to guarantee the performance of obligations of the Developer in relation to any of the Specified Works.

- 5. In carrying out the site formation works, the Developer is also required to carry out any necessary structure clearance, tree felling and planting works, etc., as well as land decontamination works as required in the tender conditions.
- 6. In carrying out the Specified Works, the Developer is required to closely liaise with the utility companies for connection and utilities laying works within the area.
- 7. Tenderers may factor in the cost of the Specified Works in preparing the payment offers of their tenders.

Baseline scenarios and draft site-specific conditions under tender document and other agreement (where appropriate) in broad terms

(A) <u>HSK Pilot Area</u>

8. HSK Pilot Area (which is shown for illustration and identification purposes only on the plan at <u>Annex A</u> to this Invitation Brochure ("<u>Annex A</u>")) comprises one site zoned "Residential (Group A)1" ("R(A)1") (i.e. Site H1), one site zoned "Residential (Group A)2" ("R(A)2") (i.e. Site H2), three sites zoned "Other Specified Uses" annotated "Enterprise and Technology Park" ("OU(E&TP)") (i.e. Sites H3, H4 and H5), one site zoned "Government, Institution or Community (1)" ("G/IC(1)") (i.e. Site H6), one site zoned "Government, Institution or Community (1)" ("G/IC(1)") (i.e. Site H8) on the approved Hung Shui Kiu and Ha Tsuen Outline Zoning Plan No. S/HSK/2, as well as an area for the construction of a road (i.e. Road H9) and another area for the construction of a pedestrian street (i.e. Pedestrian Street H10). The total area of HSK Pilot Area is around 12.5 ha.

Area Introduction

Positioning of HSK NDA

- 9. Situated in the "High-end Professional Services and Logistics Hub" in the Northern Metropolis, HSK NDA, with its proximity to and connectivity with the Nanshan District and Qianhai Cooperation Zone in Shenzhen, to be further enhanced by the future cross-boundary railway under planning, can develop high-end professional services (such as financial, wealth management, legal services etc.) serving local, Mainland and overseas businesses, and cross-boundary logistics. The entire NDA will provide around 2 million square metres ("sqm²") and 4 million sqm² of commercial and industrial floor areas respectively to develop itself into a high-end professional services and modern logistics hub.
- 10. The "OU(E&TP)" sites in the NDA can accommodate a wide range of uses³, including commercial, retail, technology, convention, modern logistics and non-polluting industrial uses, and benefit from the clustering and synergy effects of the co-existence of various uses of lands in the NDA. For example, in the digital economy era and with the Mainland's vast consumer market, Hong Kong's trade and logistics sectors have been benefitting from the rapidly growing cross-boundary e-commerce business. The "OU(E&TP)" sites with their proximity to the Mainland market and connection with our international airport are ideal locations for operating space to reinforce Hong Kong's position as a global trade centre and smart supply-chain hub.

³ The planning intention and permitted uses for sites zoned "OU(E&TP)" are stipulated in the Schedule of Uses of the approved Hung Shui Kiu and Ha Tsuen Outline Zoning Plan No. S/HSK/2 at https://www.ozp.tpb.gov.hk/api/PlanNote?planNo=S%2fHSK%2f2&lang=EN&ext=pdf&dType=in

Connectivity

- 11. The two private housing sites (i.e. Sites H1 and H2) are situated at the future town centre of HSK NDA where three railways (i.e. Tuen Ma Line, the planned Hong Kong-Shenzhen Western Rail Link (Hung Shui Kiu-Qianhai) ("HSWRL") and Hong Kong Island West-Hung Shui Kiu Rail Link) will converge, providing excellent connectivity in terms of local and cross-boundary transport.
- 12. Hung Shui Kiu Station on the Tuen Ma Line is scheduled to be commissioned in 2030 to meet the population intake in the NDA. Regarding HSWRL, the second-stage study has been substantially completed in mid-2024. A task force established by the governments of Hong Kong and Shenzhen agreed to jointly set up an Office for Implementing Cross-boundary Railway Projects and is targeting to commence the investigation and design of the project in 2025.
- 13. The three sites zoned "OU(E&TP)" (i.e. Sites H3, H4 and H5) will be connected to the future Hung Shui Kiu Station, as well as other parts of HSK NDA, Tin Shui Wai and Yuen Long South NDA, by the proposed Smart and Green Mass Transit System, with travelling time to Hung Shui Kiu Station of about 3 minutes. The Government invited suppliers / operators to submit EOI in December 2024, in order to finalise the specific requirements and design of the systems and their associated infrastructure, and works towards inviting tenders for the project in 2026.

Base scenario and draft site-specific conditions under tender document and other agreement (where appropriate) in broad terms

- 14. Base scenario and draft site-specific conditions under tender document and other agreement (where appropriate) in broad terms are as follows –
- (I) Sites which will be kept by the Developer for development

	Site H1 ⁴	Site H2 ⁴	Site H3
(a) Site Area	About 0.67 ha	About 1.32 ha	About 1.05 ha
(b) Zoning	R(A)1	R(A)2	OU(E&TP)

⁴ For Sites H1 and H2, reference should also be made to the "Urban and Green Design Requirements Brief for Private Development Sites" which is available at https://www.hskhtnda.hk/urban-and-green-design/files/Urban_Design_and_Green_Requirements_Brief.pdf.

	Site H1 ⁴	Site H2 ⁴	Site H3			
(c) Restriction on Alienation	General restriction on alienation before compliance with the lease conditions					
(d) Building Covenant ("BC")	72 months from the respective dates of the Developer's possession of the Sites H1, H2 and H3					
(e) Plot Ratio	6 (Domestic) ⁵		5			
	0.5 (Non-domestic) ⁴					

(II) Other parts in HSK Pilot Area

	Site H4	Site H5	Site H6	Site H7	Site H8	Road H9	Pedestrian Street H10
(a) Site Area	About 2.16 ha	About 2.34 ha	About 0.77 ha	About 0.63 ha	About 1.57 ha	About 1.8 ha	About 0.21 ha
(b) Zoning	OU(E&TP)		G/IC(1)	G/IC	Open Space	N/A	N/A
		is required to form nPD respectively seession of the Sit s required to form ace with the rect	, and hand back to tes H4, H5, H6 and n Site H8 up to a reation and sport	o the Governmen nd H7. level at approxim s facilities as rec	t within 24 month ately 15.7 mPD, o quired by the Go	ns from the respective construct, provide overnment, and h	e and landscape a

⁵ The development parameters were approved by the Town Planning Board on 23 June 2023 under planning application No. A/HSK/452.

Site H4	Site H5	Site H6	Site H7	Site H8	Road H9	Pedestrian Street H10
Road H9 and Pedestrian Street H10						
The Developer is required to –						
 (1) form and provide an about 650 m long single two-lane carriageway near Sites H4 and H5 (i.e. Road H9) and hand back to the Government within 48 months from the date of the Developer's possession of the area for the construction of Road H9; and 						
and hand ba		nent within 72 m) m width pedestria onths from the da		· · · · · · · · · · · · · · · · · · ·	/

- 15. For the sites which will be kept by the Developer for development (i.e. Sites H1, H2 and H3), the roads and other infrastructure around the sites will be ready no later than 60 months after execution of the Memorandum of Agreement.
- 16. Information of the formation level of the nearby roads will be provided in the tender document and/or related documents.
- 17. Temporary access to Sites H1 to H8 and the areas for the construction of Road H9 and Pedestrian H10 in HSK Pilot Area will be made available for use by the Developer.
- 18. For Site H1, the Government is processing a land exchange application under the Enhanced Conventional New Town Approach at a site adjoining Site H1. Under the current application boundary, an area of around 0.17 ha covers part of Site H1. If the land exchange application is approved with the current application boundary, the area of Site H1 will be correspondingly reduced. The deadline to conclude the binding basic terms offer for the land exchange application is 31 March 2025.

(B) FLN Pilot Area

19. FLN Pilot Area (which is shown for illustration and identification purposes only on the site plan at <u>Annex B</u> to this Invitation Brochure ("<u>Annex B</u>")) comprises two sites zoned "Residential (Group B)" ("R(B)") (i.e. Sites F1 and F2), one site zoned "Residential (Group C)" ("R(C)") (i.e. Site F3), one site zoned "Other Specified Uses" annotated "Logistics Facility" ("OU(Logistics Facility)") (comprising Site F4A and Site F4B), one site zoned "Other Specified Uses" annotated "Bus Depot" ("OU(Bus Depot)") (i.e. Site F5), one site zoned "Other Specified Uses" annotated "Bus Depot" ("OU(Bus Depot)") (i.e. Site F5), one site zoned "G/IC" (i.e. Site F6), one site zoned "Village Type Development" ("Village Resite") (i.e. Site F7) and two sites zoned "Open Space" (i.e. Sites F8 and F9) on the approved Fanling North Outline Zoning Plan No. S/FLN/4, as well an area for the construction of a road (i.e. Road F10). The total area of FLN Pilot Area is around 15.9 ha.

Area Introduction

Positioning of FLN NDA

- 20. Situated in the "Boundary Commerce and Industry Zone" in the Northern Metropolis, FLN NDA is a major source of future housing supply in the next ten years, providing over 30,000 public and private housing units.
- 21. A site of about 5.2 ha in the NDA adjacent to Man Kam To Road is reserved for logistics facility uses (comprising Site F4A and Site F4B). With its close proximity to the Man Kam To and Heung Yuen Wai boundary control points, it can be used for the development of cross-boundary logistics business.

Connectivity

22. FLN NDA is close to Sheung Shui and Fanling stations, as well as three boundary control points (Lo Wu, Man Kam To and Heung Yuen Wai). The vehicular travelling time from the FLN Pilot Area to the above-mentioned train stations / boundary control points is within 10 minutes.

Mature Communities

23. The adjacent Fanling and Sheung Shui are mature new towns with a full range of supporting community facilities that meet the living needs.

Baseline scenario and draft site-specific conditions under tender document and other agreement (where appropriate) in broad terms

- 24. Baseline scenario and site-specific draft conditions under tender document and other agreement (where appropriate) in broad terms are as follows –
- (I) Sites which will be kept by the Developer for development

	Site F1	Site F2	Site F3			
(a) Site Area	About 0.88 ha	About 0.88 ha	About 1.2 ha ⁶			
(b) Zoning	R(B)	R(B)				
(c) Restriction on Alienation	General restriction on alienation before compliance with the lease conditions					
(d) BC	72 months from the respective dates of the Developer's possession of Sites F1, F2 and F3					
(e) Plot Ratio	4.2	2.4				

(II) Other parts in FLN Pilot Area

(i) <u>Site F4A</u>

	Site F4A
(a) Site Area	About 1 ha
(b) Zoning	OU(Logistics Facility)
(c) Specified Works	The Developer is required to form the site up to a level at approximately 7.0 to 12.5 mPD, and construct a multi-storey building as Government Premises with a total gross floor area of at least 50,000 m ² in accordance with the following requirements and hand back the Government Premises to the Government within 72 months from the date of the Developer's possession of Site F4A. The Government may use the premises for accommodating brownfield operations displaced by

⁶ Around 0.16 ha of Site F3 is intended for amenity area.

	Site F4A
Governm	nent development projects –
(i)	Plot ratio: 5 ⁷ ;
(ii)	Minimum floor loading: 25 kPa;
(iii)	Minimum clear headroom: 4.7m;
(iv)	Height restriction: 100 mPD; and
(v)	All floors of the Government Premises should be directly accessible by container vehicles, and served by loading/unloading facilities. The required number of parking spaces and loading/unloading spaces would be specified in the tender document and/or related documents. For the avoidance of doubt, vehicular ramps shall be taken into account for the purpose of calculating the total gross floor area.

(ii) <u>Site F4B</u>

	Site F4B
(a) Site Area	About 4.2 ha
(b) Zoning	OU(Logistics Facility)
(c) Specified Works	The Developer is required to form the site up to a level at approximately 7.0 to 12.5 mPD and hand back to the Government within 24 months from the date of the Developer's possession of Site F4B.

(iii) <u>Sites F5, F6, F7, F8, F9 and Road F10</u>

	Site F5	Site F6	Site F7	Site F8	Site F9	Road F10
(a) Site Area	About 3.2 ha	About 1.6 ha	About 0.2 ha	About 0.9 ha	About 1.4 ha	About 0.42 ha
(b) Zoning	OU(Bus Depot)	G/IC	Village Resite	Open Space		N/A

⁷ According to the approved Fanling North Outline Zoning Plan No. S/FLN/4, Site F4A is zoned "OU(Logistics Facility)" with maximum plot ratio of 7. As headroom of modern industry buildings is relatively higher, the maximum plot ratio is adjusted from 7 to 5.

	Site F5	Site F6	Site F7	Site F8	Site F9	Road F10	
(c) Specified Works	Sites F5, F6 and F7 The Developer is required to form Sites F5, F6 and F7 up to a level at approximately 8.0 to 10.5 mPD, 9.5 mPD and 14.5 to 20.0 mPD respectively, and hand back to the Government within 24 months from the respective dates of the Developer's possession of Sites F5, F6 and F7.						
	Sites F8 and F9 The Developer is required to form Sites F8 and F9 up to a level at approximately 7.5 to 8.5 mPD and 6.0 to 10.5 mPD respectively, construct, provide and landscape a public open space with the recreation and sports facilities as required by the Government, and hand back to the Government within 36 months from the respective dates of the Developer's possession of Sites F8 and F9.						
	associated undergro		tes F3 and F7, and h	and back to Govern	wo lane carriageway ment within 36 mon		

- 25. For the sites which will be kept by the Developer for development (i.e. Sites F1, F2 and F3), the roads and other infrastructure around the sites will be ready no later than 60 months after execution of the Memorandum of Agreement.
- 26. Information of the formation level of the nearby roads will be provided in the tender document and/or related documents.
- 27. Temporary access to Sites F1 to F9 and area for the construction of Road F10 in FLN Pilot Area will be made available for use by the Developer.

(C) STT Pilot Area

28. STT Pilot Area (which is shown for illustration and identification purposes only on the plan at <u>Annex C</u> to this Invitation Brochure ("<u>Annex C</u>")) comprises two sites zoned "R(A)1" (i.e. Sites S1 and S2), one site zoned "R(A)2" (i.e. Site S3), three sites zoned "Other Specified Uses" annotated "Innovation and Technology" ("OU(I&T)") (i.e. Sites S4, S5 and S6), two sites zoned "G/IC(1)" (i.e. Sites S7 and S8), one site zoned "G/IC" (i.e. Site S9) and one site zoned "Open Space" (i.e. Site S10) on the approved San Tin Technopole Outline Zoning Plan No. S/STT/2. The total area of STT Pilot Area is around 18.6 ha.

Area Introduction

Positioning of STT

- 29. Situated in the "Innovation and Technology Zone" in the Northern Metropolis, STT, including the Hong Kong-Shenzhen I&T Park ("HSITP") in the Loop, will provide 300 ha of I&T land. This will significantly increase the supply of I&T land in Hong Kong, at a strategic location that would create synergy with the Shenzhen I&T Zone just across the boundary, providing sufficient space to accommodate the upstream, midstream and downstream sectors of the I&T industry chain, addressing the land shortage problem facing the sector and conductive to a more well-rounded I&T development. STT also seeks to provide a comprehensive residential neighbourhood supported by quality open space (including open space along revitalised river channels) and key cultural and recreational facilities.
- 30. Site formation and engineering infrastructure works for development of STT Phase 1 Stage 1 commenced in December 2024, targeting to have the first batch of I&T sites formed in 2026. Intake of I&T enterprises will drive housing demand. It is expected that the first population intake will be in 2031.

Connectivity

31. STT is located at the interchange of the Northern Link ("NOL") Main Line and the NOL Spur Line, providing seamless internal and external transport links. The detailed planning and design of NOL Main Line⁸ is underway. The construction works are anticipated

⁸ The NOL Main Line will be a 10.7 km long railway link between the existing Kam Sheung Road Station on the Tuen Ma Line and the Kwu Tung Station on the East Rail Line, with 3 intermediate stations at Au Tau, Ngau Tam Mei and San Tin. Upon completion, the NOL, together with the existing Tuen Ma Line and East Rail Line, will form a railway loop linking up the New Territories and urban areas in Kowloon.

to commence in 2025 for completion in 2034. As regards the NOL Spur Line⁹, the Government is actively collaborating with Shenzhen authorities and the MTR Corporation Limited ("MTRCL") on the planning work. A task force established by the governments of Hong Kong and Shenzhen agreed to jointly set up an Office for Implementing Cross-boundary Railway Projects to take forward the planning and design of the next stage of the NOL Spur Line. The MTRCL targets to commence the detailed planning and design of the project in early 2025. Kwu Tung Station under Phase 1 of the NOL project, to be commissioned in 2027, is also nearby.

32. Travelling time to the planned San Tin Station on the NOL and the station near Chau Tau on the NOL Spur Line will be about 3 minutes, while travelling time to the Kwu Tung Station will be around 5 minutes.

Baseline scenario and draft site-specific conditions under tender document and other agreement (where appropriate) in broad terms

33. Baseline scenario and site-specific draft conditions under tender document and other agreement (where appropriate) in broad terms are as follows:-

	Site S1 ¹⁰	Site S2 ¹¹	Site S3		
(a) Site Area	About 2.16 ha	About 2.34 ha	About 1.63 ha		
(b) Zoning	R(A)1		R(A)2		
(c) Restriction on Alienation	General restriction on alienation before compliance with the lease conditions				
(d) BC	84 months from the respective dates of the Developer's possession of Sites S1, S2 and S3				
(e) Plot Ratio	6 (Domestic)				
	0.5 (Non-domestic)				

(I) <u>Sites which would be kept by the Developer for development</u>

⁹ The NOL Spur Line will be about 6 km in length. Its alignment will start from the San Tin Station on the NOL Main Line, with intermediate stations near Chau Tau and at the HSITP in the Loop and connect to the new Huangguang Port in Shenzhen.

¹⁰ According to the approved San Tin Technopole Outline Zoning Plan No. S/STT/2, Sites S1 and S2 are zoned "R(A)1" with maximum plot ratio of 6.8. While the sites have been preliminarily earmarked for public housing in the Revised Recommended Outline Development Plan ("RODP") of STT, they are now recommended for private housing development. Site S3 is zoned "R(A)2" with maximum plot ratio of 6.5, which has been earmarked for private housing in the RODP. We are going to set out the plot ratio of these sites as shown in the table above in the land documents (see sub-paragraph (d) below).

(II) Other parts in STT Pilot Area

	Site S4	Site S5	Site S6	Site S7	Site S8	Site S9	Site S10	
(a) Site Area	About 2.2 ha	About 1.7 ha	About 5.2 ha	About 1.47 ha	About 0.65 ha	About 0.87 ha	About 0.37 ha	
(b) Zoning	OU(I&T)	OU(I&T)				G/IC	Open Space	
(c) Specified	<u>Sites S4, S5, S6</u>	Sites S4, S5, S6, S7, S8 and S9						
Works	The Developer is required to form Sites S4, S5, S6, S7, S8 and S9 up to a level at approximately 14 mPD, 15 mPD, 18 mPD, 8 mPD, 10 mPD and 8 mPD respectively, and hand back to the Government within 36 months from the respective dates of the Developer's possession of Sites S4, S5, S6, S7, S8 and S9. Any necessary associated slope work and natural terrain mitigation measures within the sites and management and maintenance of the associated slopes will be specified in the tender document or related documents.							
	Site S10							
	The Developer is required to form Site S10 up to a level at approximately 14 mPD, construct, provide and landscape a public open space with the recreation and sports facilities as required by the Government, and hand back to the Government within 36 months from the date of the Developer's possession of Site S10.							

- 34. For the sites which will be kept by the Developer for development (i.e. Sites S1, S2 and S3), the roads and other infrastructure around the sites will be ready no later than 60 months after execution of the Memorandum of Agreement.
- 35. Information of the formation level of the nearby roads will be provided in the tender document and/or related documents.
- 36. Temporary access to Sites S1 to S10 in STT Pilot Area will be made available for use by the Developer.

Section III. Submission

- 1. An Interested Party is invited to submit an EOI in the following manner:
 - (1) An Interested Party must return two copies of the prescribed REPLY FORM attached hereto ("Reply Form") properly completed and duly signed together with the required information and documents stated therein which shall be placed in sealed plain envelope(s) to be marked "Confidential" and labelled "Expression of Interest Land Disposal" "Chief for Large-scale and addressed to Estate Surveyor/Headquarters, Lands Department". No indication relating to the name or identity of the Interested Party shall be evident on any envelope(s). Interested Party must deposit the said sealed envelope(s) in the designated box of Room 2129-30, 21st Floor, North Point Government Offices, 333 Java Road, North Point Hong Kong by 12:00 noon ("Closing Time") on 31 March 2025 (Monday) ("Closing Date").
 - (2) In case a tropical cyclone warning signal No. 8 or above is hoisted, or a black rainstorm warning signal or "extreme conditions" announced by the Government is/are in force at any time between 9:00 a.m. and 12:00 noon (Hong Kong time) on the Closing Date, the Closing Date and Closing Time will be extended to 12:00 noon (Hong Kong time) on the next working day on which no tropical cyclone warning signal No. 8 or above, black rainstorm warning signal and "extreme conditions" announced by the Government is/are in force for any duration between 9:00 a.m. and 12:00 noon (Hong Kong time).
 - (3) In case of any actual or anticipated blockage of the public access to the location of the designated box at LandsD's office in certain areas of Hong Kong or closure of LandsD's office or suspension of all public transport in Hong Kong for whatever reasons at any time between 9:00 a.m. and 12:00 noon (Hong Kong time) on the Closing Date, LandsD may extend the Closing Time of the Invitation and/or the Closing Date if it shall consider necessary (such extension shall be made at the sole and absolute discretion of LandsD) by making announcement of such extension at any time before or after the Closing Time on the Closing Date on LandsD's website. For the avoidance of doubt, the Closing Time and Closing Date shall remain unchanged if no such announcement is made by LandsD.
- 2. Late submissions and the EOI not deposited in the designated box of LandsD in accordance with the aforesaid provisions will not be accepted.
- 3. LandsD will, within seven (7) working days after the receipt of an EOI, issue via email (to the email address indicated in the Reply Form submitted by the Interested Party) an acknowledgment of receipt of the EOI to the Interested Party which has submitted the EOI in accordance with the aforesaid provisions.
- 4. The Government may request in writing an Interested Party submitting an EOI to provide further information regarding the submission made, and the Interested Party shall reply in writing within 14 calendar days from the date of the Government's request.
- 5. The Government reserves its right to proceed, or not to proceed further with this Invitation

exercise and/or the tender exercise(s) for any or all of the pilot areas at the Government's sole and absolute discretion without giving any reasons for the decision. The Government shall not be liable to any party for any loss, damage, cost or expense as a result of such decisions.

- 6. For any matter relating to this Invitation, please contact Assistant Secretary (Northern Metropolis) Policy Support at Tel. No. 3915 4219, Fax No. 3915 4299 or email nmco-eoi@devb.gov.hk. Interested Party should note that DEVB will only answer questions of a general nature and will not provide legal or other advice in respect of the development parameters and specific conditions under tender and separate agreement (where appropriate) relating to the pilot areas concerned.
- 7. DEVB and LandsD will hold a briefing to help Interested Parties to better understand the proposed requirements for this Invitation to facilitate their preparation of the EOI. To attend the briefing session, please complete the enrolment form at <u>Annex D</u> and return it to DEVB by email (nmco-eoi@devb.gov.hk) by <u>5:00 p.m. on 8 January 2025</u> (Wednesday).
- 8. It is hereby specifically declared by the Government that any statement, whether oral or written, made and any action taken by any Government officer or employee in response to any enquiry made by an Interested Party shall be for guidance and reference purposes only.
- 9. In this Invitation Brochure, unless the context requires otherwise, "working day" means a day in a calendar year but excluding Saturdays and general holidays within the meaning of the General Holidays Ordinance (Cap. 149).
- By submission of an EOI, each Interested Party gives its consent to the disclosure of the 10. names (including the names of the Interested Party, the Consortium Developer Company (as defined in the Reply Form) and its members, and the Proposed Consortium Developer Company (as defined in the Reply Form) and its parent companies) provided in the EOI submission to any other interested tenderers in the invitation to tender and to the publication of its names (including the names of the Interested Party, the Consortium Developer Company (as defined in the Reply Form) and its members, and the Proposed Consortium Developer Company (as defined in the Reply Form) and its parent companies) to the public via any means. The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Interested Party or any other person whether arising out of, in connection with or incidental to the exercise of the Government's right to disclose the names in the EOI submission as aforesaid, or the use or dissemination of the names by members of the public or otherwise, and no claim whatsoever shall be made against the Government in respect of any such loss, damage, nuisance or disturbance.
- 11. An Interested Party shall acknowledge that the Government reserves the right to cancel this Invitation exercise and/or the tender exercise for any or all of the pilot areas at any time without prior notification and without giving any reasons at the Government's sole and absolute discretion.

REPLY FORM (1/15)

(<u>This REPLY FORM properly completed and duly signed must be submitted</u> to the following addressee by 12:00 noon on 31 March 2025 (Monday))

Chief Estate Surveyor/Headquarters Lands Department Room 2129-30, 21st Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong Date:

Dear Sir/Madam,

Expression of Interest Large-scale Land Disposal

We,	, hereby express our interest in tendering for the
large-scale land disposal, if invited, at th	e following pilot areas –
Pilot Area in Hung Shui Kiu/Ha Tsuen N	New Development Area

Pilot Area in Fanling North New Development Area

Pilot Area in San Tin Technopole

[One or more than one pilot areas may be chosen. Please put a " \checkmark " in the above box(es) as appropriate]

REPLY FORM (2/15)

(If the provided space is insufficient, please attach additional pages. Supplementary information may also be attached as annex(es) to this Reply Form.)

Background of the Interested Party (i.e. the Proposed Tenderer, the Consortium Developer Company or the Proposed Consortium Developer Company (as defined under the table on p.37 below) (as the case may be))

 Core business of the Interested Party and members or parent companies of the Consortium Developer Company or the Proposed Consortium Developer Company (as the case may be) (please include concise history and years of experience):

2. Management structure, establishment and strength of the Interested Party and members or parent companies of the Consortium Developer Company or the Proposed Consortium Developer Company (as the case may be):

REPLY FORM (3/15)

Submission of comments on the draft conditions as set out in the Invitation Brochure -

(A) Draft conditions under tender document and other agreement (where appropriate) in broad terms

Draft conditions on the Specified Works and liquidated damages, defects liability and guarantee of the Specified Works in the pilot areas

- 1. The Government intends to set out in the tender documents and/or related documents the requirements on the Specified Works, including the locations, areas, specifications, technical schedules, completion deadlines etc. Please comment on the proposed requirements as set out in this Invitation Brochure, and advise whether any other information about the Specified Works should also be set out in the tender documents or related documents to facilitate tender preparation by the Government:
- 2. Please comment on the requirements on liquidated damages, defects liability and guarantee of the Specified Works:

REPLY FORM (4/15)

(B) HSK Pilot Area – Baseline scenarios and draft site-specific conditions under tender document and other agreement (where appropriate) in broad terms

Commercial viability

- 1. With the proposed land use mix and development requirements in Section II, Government's consultant has assessed the baseline scenario to be commercially viable while enabling Government to receive a positive tender payment after taking into account the costs for the Specified Works.
 - (a) Can you share with us the key parameters in your financial assessment including but not limited to total anticipated development costs and period; residential unit sale price (per square feet); sale price / rental income of the "OU(E&TP)" site(s) (per square feet) to be kept – see question 2 below; total tender payment payable to Government; and expected internal rate of return?
 - (b) Without affecting materially your interest in HSK Pilot Area, what more works of public nature you are prepared to take up under the project (e.g. building certain public facilities on Sites H6 or H7, forming some of the public housing sites outside HSK Pilot Area, etc.)?
 - (c) If you have different views on commercial viability from Government's consultant, do you have any suggestions on how the commercial viability of the project can be improved?

REPLY FORM (5/15)

Enterprise and Technology Park Sites

- 2. Amongst the total "OU(E&TP)" area of 5.55 ha in HSK Pilot Area, the Developer can keep Site H3 (1.05 ha) for development, and is required to form Site H4 (2.16 ha) and Site H5 (2.34 ha) and hand them back to Government for disposal thereafter.
 - (a) Please advise the intended industry focus of Site H3:

- (b) Are you interested in keeping either Sites H4 or H5, or both sites, for a larger scale, business and industrial park development? If yes, please advise the intended industry focus for Sites H4 and/or H5:
- (c) Please advise your intended operating mode for Sites H3 and if applicable Sites H4 and/or H5. Will you be the developer-cum-user of the site(s)? Or are you contemplating other modes such as developing the floorspace for leasing in the market?

Other development requirements

- 3. Please comment on the duration of building covenant of Sites H1, H2 and H3:
- 4. Please comment on the requirements and completion deadlines in relation to the Specified Works to be performed by the Developer. In particular, please advise which requirements would more likely affect your interest or price offer for HSK Pilot Area and in what way:

REPLY FORM (6/15)

Others

- 5. Currently, many industrial facilities such as logistic storage are located in the urban areas. If Developers are willing to surrender these lands in urban areas to the Government and/or relocate the industrial facilities to the "OU(E&TP)" sites and if Government allows deduction of the value of these lands from the payment payable under the large-scale land disposal so as to reduce upfront expenditure from the Developers, would this increase your interest for tendering HSK Pilot Area and/or increase your participation in the development of the "OU(E&TP)" sites in HSK Pilot Area? What more incentive can be provided to facilitate this movement that can optimise the "OU(E&TP)" sites in HSK Pilot Area for industry upgrading and transformation while freeing up the lands in the urban areas for more beneficial uses?
- 6. Please comment on any other requirements/issues in relation to HSK Pilot Area and the overall development in HSK NDA, which may be adjusted by the Government in order to increase your interest in tendering for HSK Pilot Area:
- 7. Do you have any suggested measures which could expedite the development of HSK Pilot Area?

REPLY FORM (7/15)

(C) FLN Pilot Area – Baseline scenarios and draft site-specific conditions under tender document and other agreement (where appropriate) in broad terms

Commercial viability

- 1. With the proposed land use mix and development requirements in Section II, Government's consultant has assessed the baseline scenario to be commercially viable while enabling Government to receive a positive tender payment after taking into account the costs for Specified Works.
 - (a) Can you share with us the key parameters in your financial assessment including but not limited to total anticipated development costs and period; residential unit sale price (per square feet); sale price / rental income of the "OU(Logistics Facility)" site (per square feet) if part of it is kept by you see question 2 below; total tender payment payable to Government; and expected internal rate of return?
 - (b) Without affecting materially your interest in FLN Pilot Area, what more works of public nature you are prepared to take up under the project (e.g. building certain public facilities on Site F6, forming some of the public housing sites outside FLN Pilot Area, etc.)?
 - (c) If you have different views on commercial viability from Government's consultant, do you have any suggestions on how the commercial viability of the project can be improved?

REPLY FORM (8/15)

Logistics Facility Site

- 2. Within FLN Pilot Area is an "OU(Logistics Facility)" site of about 5.2 ha (comprising Site F4A of about 1 ha and Site F4B of about 4.2 ha).
 - (a) Apart from constructing Government Premises (i.e. a multi-storey building for modern industries with 50 000 m² gross floor area) in Site F4A for handing over to Government upon completion under the baseline scenario, are you interested in taking up Site F4B or part of it for development? If yes, please advise your intended industry focus.
 - (b) Currently, many industrial facilities such as logistic storage are located in the urban areas. If Developer is willing to surrender these lands in urban areas to the Government and/or relocate the industrial facilities to the "OU(Logistics Facility)" site and if Government allows deduction of the value of these lands from the payment payable under the large-scale land disposal so as to reduce upfront expenditure from the Developer, would this increase your interest for tendering FLN Pilot Area and/or increase your participation in the development of the "OU(Logistics Facility)" in FLN Pilot Area? What more incentive can be provided to facilitate this movement that can optimise the "OU(Logistics Facility)" site in FLN Pilot Area for industry upgrading and transformation while freeing up the lands in the urban areas for more beneficial uses?

Other development requirements

- 3. Please comment on the building covenant of Sites F1, F2 and F3:
- 4. Please comment on the requirements and completion deadlines in relation to the Specified Works to be performed by the Developer. In particular, please advise which requirements would more likely affect your interest or price offer for FLN Pilot Area and in what way:

REPLY FORM (9/15)

Others

- 5. Please comment on any other requirement/issues in relation to FLN Pilot Area and the overall development in FLN NDA, which may be adjusted by the Government in order to increase your interest for tendering FLN Pilot Area:
- 6. Do you have any suggested measures which could expedite the development of FLN Pilot Area?

REPLY FORM (10/15)

(D) STT Pilot Area – Baseline scenarios and draft site-specific conditions under tender document and other agreement (where appropriate) in broad terms

Commercial viability

- 1. With the proposed land use mix and development requirements in Section II, Government's consultant has assessed the baseline scenario to be commercially viable while enabling Government to receive a positive tender payment after taking into account the costs for Specified Works. As a matter of fact, we have proposed the largest amount of residential floorspace for STT Pilot Area (amongst all three) to increase its commercial viability so that the Developer will have greater financial strength and risk appetite to take on the "OU(I&T)" land totaling 9.1 ha for development (please also see question 2 below) -
 - (a) Can you share with us the key parameters in your financial assessment including but not limited to total anticipated development costs and period; residential unit sale price (per square feet); sale price / rental income of the "OU(I&T)" site(s) (per square feet) if one or more of these sites is/are kept by you – see question 2 below; total tender payment payable to Government; and expected internal rate of return?
 - (b) Without affecting materially your interest in STT Pilot Area, what more works of public nature you are prepared to take up under the project (e.g. building certain facilities on Sites S7, S8 and S9, constructing more open space outside STT Pilot Area, etc.)?
 - (c) If you have different views on commercial viability from Government's consultant, do you have any suggestions on how the commercial viability of the project can be improved?

REPLY FORM (11/15)

Innovation and Technology Sites

- 2. Within STT Pilot Area are three "OU(I&T)" sites totaling 9.1 ha (i.e. Sites S4, S5 and S6)
 - (a) under the baseline scenario, we are proposing the Developer to form the three "OU(I&T)" sites for handing over to the Government. To help expedite I&T development, we are contemplating the possibility of requiring the Developer to retain all three "OU(I&T)" sites or part of them for development. How can we increase your interest in this proposal? For example, are you interested in collaboration with an I&T park operator to jointly fund the construction and perhaps later co-manage the facilities concerned under a park-led model according to Government's plan for I&T industry? Or would you like to pursue the development on your own according to the Government's plan for I&T industry and model for developing STT?
 - (b) If your answer to (a) above is positive, please advise your intended industry focus and operating mode. If you are taking on the I&T development on your own or in collaboration with an I&T park operator, will you be the developer-cum-user? Or are you contemplating other modes such as developing the floorspace for leasing in the market?

Other development requirements

- 3. Please comment on the building covenant of Sites S1, S2 and S3:
- 4. Please comment on the requirements and completion deadlines in relation to the Specified Works to be performed by the Developer. In particular, please advise which requirements would more likely affect your interest or price offer for STT Pilot Area and in what way:

REPLY FORM (12/15)

Others

- 5. Please comment on any other requirements/issues in relation to STT Pilot Area and the overall development in STT, which may be adjusted by the Government in order to increase your interest for tendering STT Pilot Area:
- 6. Do you have any suggested measures which could expedite the development of STT Pilot Area?

REPLY FORM (13/15)

(E) Applicable to all three pilot areas – Financial consideration, payment offered in tender bid and tendering schedule

- 1. Compared with traditional land sale, the development period of the pilot areas is longer and involves higher cost and risk. Apart from the traditional arrangement of making the full payment upfront, what are your views on the following arrangements
 - (a) allowing successful tenderer to pay a lesser sum of upfront payment but share with the Government a predetermined portion of its profit generated from the sale of developments on private housing sites kept by it? What is your comment on the level of upfront payment, profit sharing mechanism and ratio, and the timing and duration of profit sharing?
 - (b) allowing successful tenderer to make the lump sum payment offered in the tender bid by instalments with interest charged on a certain percentage? What is your comment on the interest rate (e.g. should a fixed rate or variable market rate be adopted?) and the number of years of instalments for paying the payment?

(c) any other feasible financial arrangement(s)?

2. In the case where land owned by Developers in other areas in the Northern Metropolis are proposed to be resumed by the Government and the Developers are willing to surrender these lands to the Government, if the Government allows deduction of the value of these lands from the payment payable under the large-scale land disposal so as to reduce the upfront expenditure from the Developers, would this increase your interest in participating in the large-scale land disposal?

REPLY FORM (14/15)

- 3. To expedite development, ensure quality and guarantee performance of obligations, we have proposed specifying the durations of building covenants and completion deadlines for relevant works, and mandating the arrangements for liquidated damages, defects liability and guarantee in the tender documents and other agreement (where appropriate). Are there any other requirements that should be included to better ensure that the Developer has the financial ability to discharge its contractual commitments in a satisfactory and timely manner? For example, should the highest bidder be subject to financial vetting by Government before being awarded the tender?
- 4. Do you have any suggested measures which could reduce capital costs and/or operational costs for the development of the pilot areas?
- 5. Do you have any further suggestions that will further increase your participation in the pilot areas (e.g. one-stop advisory and facilitation measures that can help the Developers secure development approvals in a timely manner)?
- 6. The Government intends to commence the tendering work for HSK Pilot Area and FLN Pilot Area in 2025 the earliest and STT Pilot Area in 2026 the earliest. Do you have any views, including the appropriate time gap between the three tender exercises?

REPLY FORM (15/15)

(F) Others

1. Other comments relevant to the tendering arrangement not covered above:

Page 35

We understand that the Government is under no obligation to invite any person, company or consortium which has submitted an EOI to submit a tender and any person, company or consortium who does not submit an EOI will not be barred from taking part, or prejudiced against, in the subsequent competitive bidding for the large-scale land disposal of any of the We acknowledge and give our consent to the Government for the disclosure of pilot areas. our names (including the names of the Interested Party, the Consortium Developer Company (as defined in the Reply Form) and its members, and the Proposed Consortium Developer Company (as defined in the Reply Form) and its parent companies) provided in the EOI submission to any other interested tenderers in the invitation to tender and to the publication of our names (including the names of the Interested Party, the Consortium Developer Company (as defined in the Reply Form) and its members, and the Proposed Consortium Developer Company (as defined in the Reply Form) and its parent companies) to the public via any means. We also acknowledge that the Government reserves the right to cancel this Invitation exercise and/or the tender exercise and/or to change the content of this Invitation at any time without prior notification and without giving any reasons at the Government's sole and absolute In submitting this REPLY FORM, we acknowledge and agree with all the terms discretion. contained in the Invitation, particularly the Disclaimer made by the Government therein.

We acknowledge and agree that we shall comply with all the conditions (specified in the Invitation Brochure) for the submission of the EOI. The information of our company / consortium is set out below –

	INTERESTED	CONSORTIUM*			
	PARTY (PROPOSED TENDERER)*	LEAD MEMBER	CONSORTIU	CMBERS OF JM / PARENT PANY	
: NAME					
: ADDRESS					
TELEPHONE/ : FAX	/	/	/	/	
EMAIL : ADDRESS					
	Yours faithfully,	Yours faithfully,	Yours faithfully,	Yours faithfully,	
AUTHORISED : SIGNATURE (for and on behalf of the Interested Party / each member of Consortium / Parent Company)					
Name of : Authorised Signatory					
Capacity of : Authorised Signatory					

^{*} For submission by an Interested Party ("Proposed Tenderer") other than by a consortium, the Proposed Tenderer shall complete and sign the "Interested Party (Proposed Tenderer)" column only.

For submission by a consortium ("Consortium Developer Company") which has been formed at the time of submitting the EOI, the Consortium Developer Company shall complete and sign the "Interested Party (Proposed Tenderer)" column and all the members of the Consortium Developer Company shall complete and sign the respective sub-columns under the heading of "Consortium".

For submission by a consortium ("Proposed Consortium Developer Company") which has <u>not</u> been formed at the time of submitting the EOI, all the parent companies of the Proposed Consortium Developer Company shall complete and sign the respective sub-columns under the heading of "Consortium" only.

Disclaimer

Whilst the information contained in this Invitation Brochure has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. Neither the Government nor any of its officers, employees, agents or advisors (collectively "the Persons") accepts any liability or responsibility as to, or in relation to, the adequacy, accuracy or completeness of the information contained in this Invitation Brochure or any other written or oral information which is, has been or will be provided or made available to any company or consortium; nor do the Government or the Persons make any representation, statement or warranty, expressed or implied, with respect to such information or to the information on which this Invitation Brochure is based. Any liability in respect of any such information or inaccuracy in this Invitation Brochure or omission from this Invitation Brochure is expressly disclaimed. Plans attached at Annexes A, B and C to this Invitation Brochure are for the purposes of illustration and identification only and are subject to change.

This Invitation Brochure is not intended to provide the basis of any investment decision and should not be considered as a recommendation by the Government or any of the Persons to any person, company or consortium to submit an EOI. The Interested Party should make its own independent assessment of the information contained in this Invitation Brochure and must satisfy itself of the development and business potential of the large-scale land disposal and the accuracy, completeness or meaning of any information and/or statement contained in this Invitation Brochure. No representation or warranty is given as to the achievement or reasonableness of any future projections, estimates, prospects or returns contained in this Invitation Brochure.

Neither this Invitation Brochure nor any submission received by the Government in response to this Invitation should be taken to constitute or form part of any invitation to tender or tender or contract or binding agreement or understanding by or with the Government. The Government reserves the right to amend, add to or delete any information contained in this Invitation Brochure at any time without prior notification and without giving any reasons.

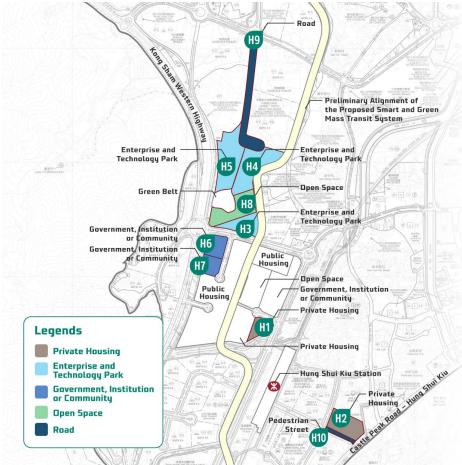
Any Interested Party shall solely be responsible for the fees, costs and expenses incurred in preparing and submitting its EOI, or subsequent responses or initiatives on the part of the Interested Party, if any. The Government shall under no circumstances be liable to any Interested Party, Proposed Tenderer (as defined in the Reply Form), Consortium Developer Company (as defined in the Reply Form) or Proposed Consortium Developer Company (as defined in the Reply Form) for such fees, costs, expenses, losses or damages whatsoever arising out of or in connection with the preparation and submission of its EOI or any subsequent involvement in the tender process, irrespective of whether the Government actually proceeds with the tender or not.

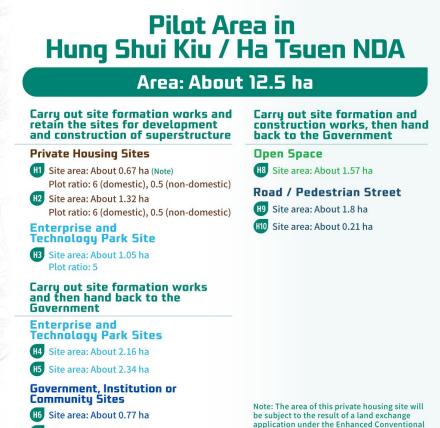
The Government may, and reserves the right to (or not to), incorporate in the tender documents for the large-scale land disposal of the pilot areas any information received from the Interested Party. All information submitted by the Interested Party will not be returned.

This Invitation does not create any legal obligation or liability on the part of the Government. The Government is not obliged to proceed with this EOI exercise and/or the tender exercise(s) for the large-scale land disposal and/or any award of the tender of any of the pilot areas at any time without prior notification and without giving any reasons.

Nothing in this Invitation Brochure or any activities in connection therewith shall result in any legal obligation or liability on the part of the Government.

Annex A



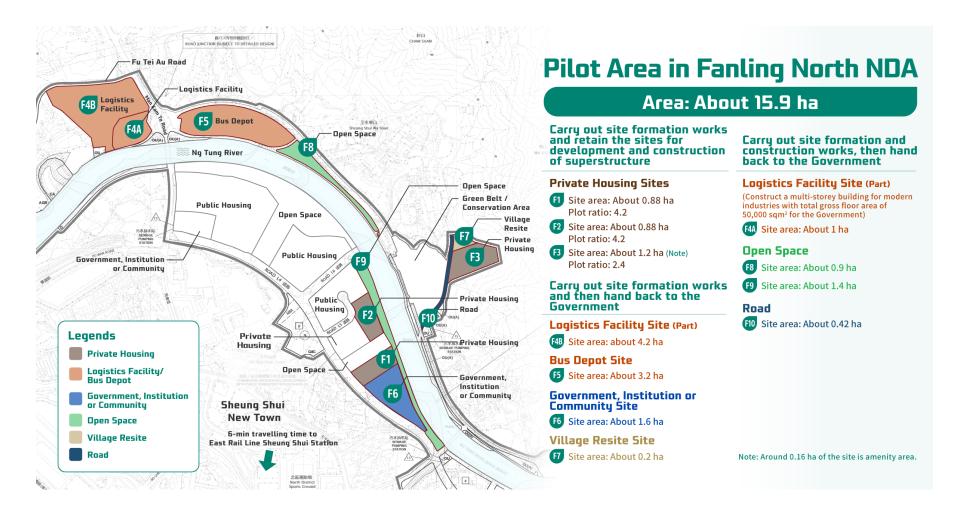


H7 Site area: About 0.63 ha

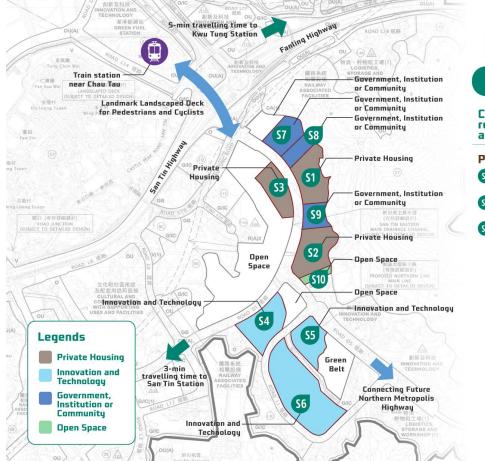
Page 40

New Town Approach at an adjoining site.

Annex B



Annex C



Pilot Area in San Tin Technopole Area: About 18.6 ha Carru out site formation works and Carry out site formation works retain the sites for development and then hand back to the and construction of superstructure Government Private Housing Sites Innovation and **Technology Sites** S1 Site area: About 2.16 ha S4 Site area: about 2.2 ha Plot ratio: 6 (domestic), 0.5 (non-domestic) S5 Site area: About 1.7 ha Site area: About 2.34 ha Plot ratio: 6 (domestic), 0.5 (non-domestic) S6 Site area: About 5.2 ha S3 Site area: About 1.63 ha Plot ratio: 6 (domestic), 0.5 (non-domestic) Government, Institution or **Community Sites** S7 Site area: About 1.47 ha S8 Site area: About 0.65 ha S9 Site area: About 0.87 ha Carry out site formation and construction works, then hand back to the Government **Open Space** S10 Site area: About 0.37 ha

Annex D

Enrolment Form for Briefing Session for

Invitation for Expression of Interest for

Large-scale Land Disposal at

Hung Shui Kiu/Ha Tsuen New Development Area, Fanling North

New Development Area and San Tin Technopole

Date	:	16 January 2025 (Thursday)
Time	:	3:00 – 5:00 p.m.
Venue	:	Auditorium, G/F, Central Government Offices, 2 Tim Mei
		Avenue, Tamar
Language	:	Mainly Cantonese, supplemented by English and/or
		Putonghua as needed

Please provide the name of the company and information (including email address) of each representative.

Name of Company

(In English)	
(In Chinese)	

Information of Representative(s)

Name		Post Title	Email	Contact Phone				
			Address	No.				
Each o	Each company can register no more than 2 representatives for the briefing							
session	n							
1.								
2.								

- 1. Please return the completed enrolment form by email to nmco-eoi@devb.gov.hk no later than <u>5:00 p.m. on 8 January 2025</u> (Wednesday).
- 2. Confirmation email of registration will be issued to the Representative(s) provided upon receipt of the completed enrolment form.
- 3. The Government reserves the right not to accept the registration of any party.

Submitted by : _____(name)

Email address : _____

Date (dd/mm/yyyy):