

INFORMATION STATEMENT

Yuen Long Town Lot No. 545

This Information Statement is issued only for the information of prospective purchasers of Yuen Long Town Lot No. 545 (hereinafter referred to as “the Lot”). It shall not form part of the Tender Notice, the Form of Tender and the Conditions of Sale 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”).

2. Prospective purchasers of the Lot should note that the Lot may be underlain by cavernous marble. Limited geological information in the form of maps and memoirs is available for the Lot. Copies of such maps and memoirs may be purchased respectively from the Map Sales and Distribution Section, Lands Department, and from Government Publication Centres. Prospective purchasers of the Lot are strongly advised to engage experienced geotechnical engineers to interpret the available geotechnical information, whether limited to the said maps or memoirs or relating to information obtained from sources other than the Government. The attention of prospective purchasers is hereby drawn to the Conditions of Sale of the Lot.

3. Prospective purchasers of the Lot should note that the Lot is to be sold with the benefit of and subject to the planning permission of an application no. A/YL/312 granted by the Town Planning Board under section 16 of the Town Planning Ordinance on 24 November 2023 (hereinafter referred to as “the Permission”) regarding the minor relaxation of the maximum gross floor area and building height restrictions of the Lot. Prospective purchasers of the Lot may inspect the Permission free of charge at the West Development Office, Civil Engineering and Development Department, 9th Floor, Sha Tin Government Offices, 1 Sheung Wo Che Road, Sha Tin, New Territories, Hong Kong. For arrangement of the inspection of the Permission, prospective purchasers of the Lot may contact the following officer of the Civil Engineering and Development Department-

Name:	Mr. YEUNG Chin Ho, Daniel
Title:	Senior Engineer/11 (West)
Telephone Number:	2158 5627
Email Address:	chyeung@cedd.gov.hk

4. Prospective purchasers of the Lot should note Special Condition No. (5246) of the Conditions of Sale and also note that the Lot has been identified with potential land contamination. The Contamination Assessment Plan and Environmental Ground Investigation Summary Report for Multi-storey Buildings in Yuen Long Area for Brownfield Operations prepared under Agreement No. CE 3/2016 (CE) (hereinafter referred to as “the Reports”), which contain information on the potential land contamination and preliminary environmental geotechnical investigation results respectively, are available for inspection upon request at the West Development Office, Civil Engineering and Development Department, 9th Floor, Sha Tin Government Offices, 1 Sheung Wo Che Road, Sha Tin, New Territories, Hong Kong. The information contained in the Reports was prepared by Mott MacDonald Hong Kong Limited for the sole and specific use of the Government. Prospective purchasers of the Lot are strongly advised to obtain their own appropriate expert advice prior to the submission of any tender for the Lot. The Government does not guarantee the accuracy or correctness in any way whatsoever of any information or statement given in the Reports. For arrangement of the inspection of the Reports, prospective purchasers of the Lot may contact the following officer of the Civil Engineering and Development Department-

Name: Mr. YEUNG Chin Ho, Daniel
Title: Senior Engineer/11 (West)
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5. Prospective purchasers of the Lot should note that metered parking spaces and a bus terminus are now being managed and maintained by the Transport Department and the Highways Department respectively within the Edged Pecked Purple Area (as defined in Special Condition No. (1)(a)(i) of the Conditions of Sale). Arrangement will be made to cease operation of the said metered parking spaces and bus terminus for possession of the Edged Pecked Purple Area to be given under Special Condition No. (1)(a)(ii) of the Conditions of Sale. The Government shall have no responsibility or liability to remove or demolish all or any of the foundations, buildings, structures and facilities existing on the Edged Pecked Purple Area, whether they are related to the said metered parking spaces and bus terminus or otherwise.

6. Prospective purchasers of the Lot should note Special Condition No. (3)(a) of the Conditions of Sale and also note that there may be some electricity distribution and transmission cables of 132 kilovolts (as referred to in Special Condition No. (3)(a) of the Conditions of Sale) and 11 kilovolts together with the associated cable works, structures, facilities and installations (hereinafter collectively referred to as “the Cables”) laid by CLP Power Hong Kong Limited below the ground level of the Green Areas and the Green Stippled Black Area (both as defined in Special Condition No. (4)(a) of the Conditions of Sale) and the adjacent or adjoining land, which may encroach onto the Lot. Annexes I and II to this Information Statement showing the approximate locations of the Cables are attached for reference purpose only. The Annexes are prepared by CLP Power Hong Kong Limited and the Government does not guarantee the accuracy or correctness in any way whatsoever of any information contained in the Annexes.

7. The purchaser of the Lot (hereinafter referred to as “the Purchaser”) shall observe the Electricity Supply Lines (Protection) Regulation and ~~shall~~ follow the “Code of Practice on Working near Electricity Supply Lines” issued by the Electrical and Mechanical Services Department when carrying out works in the vicinity of the Cables, which can be downloaded from the following website—

www.emsd.gov.hk/en/electricity_safety/new_edition_cop/new_edition_cop_working_near_esl/index.html

8. The ~~purchaser of the Lot~~ Purchaser shall consult CLP Power Hong Kong Limited prior to the commencement of any works whatsoever on the Lot, the Green Areas and the Green Stippled Black Area and contact CLP Power Hong Kong Limited for any enquiry and further information relating to the Cables.

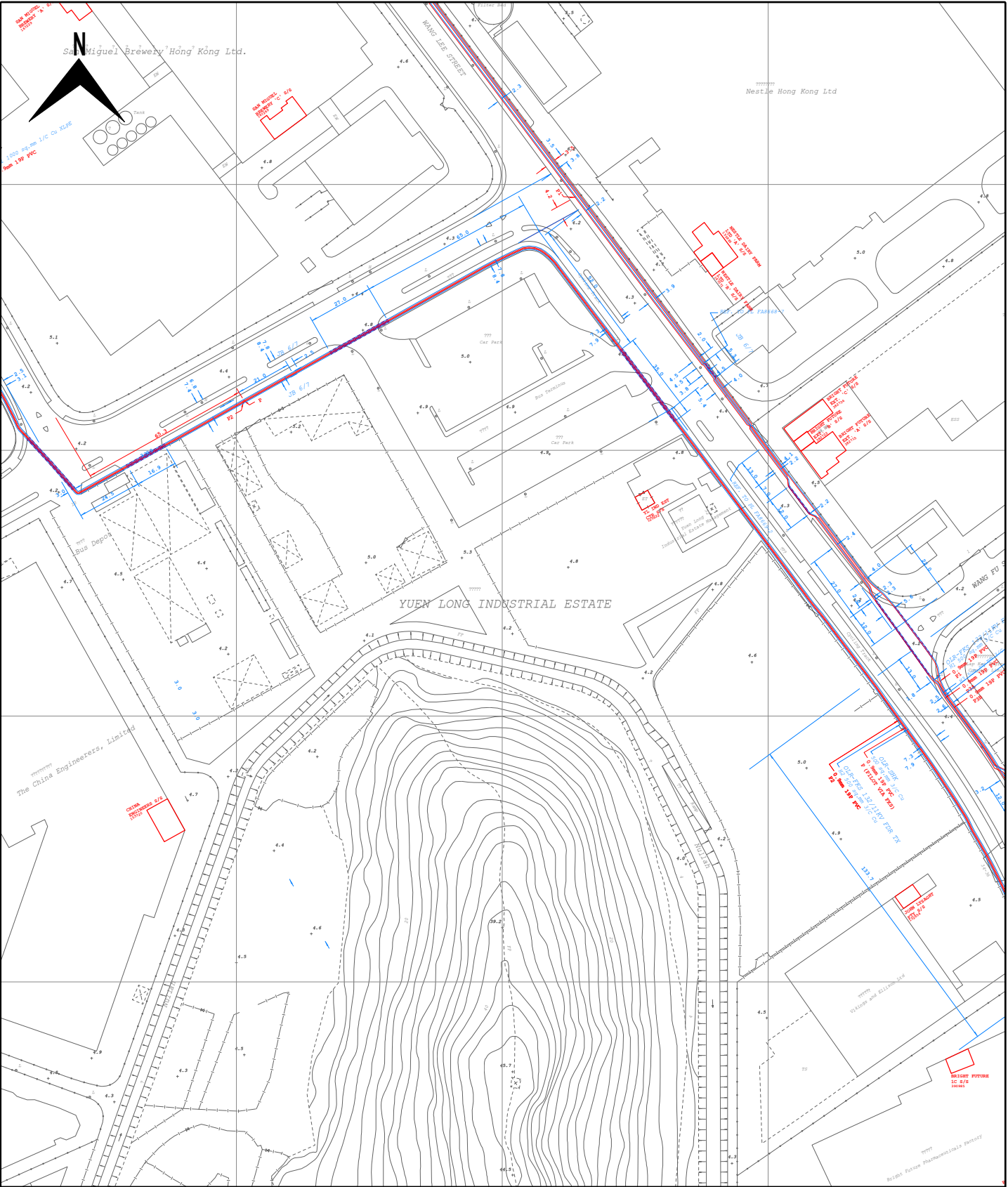
9. Prospective purchasers of the Lot should note Special Condition No. (~~4337~~) of the Conditions of Sale under which upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 7 of the Conditions of Sale) of the Lot or any part thereof, the ~~purchaser of the Lot~~ Purchaser is required, within such time limit as may be stipulated by the Commissioner for Innovation and Technology (hereinafter referred to as “the CIT”), to submit to the CIT or his authorized representative for his written approval a vibration impact assessment (hereinafter referred to as “the VIA”) on the development or redevelopment of the Lot (excluding the Pink Hatched Blue Area as defined in Special Condition No. (8)(a) of the Conditions of Sale) or any part thereof containing, among others, such information and particulars as the CIT or his authorized representative may require to demonstrate that the vibration arising from the piling works transmissible to the nearest point at the ground level of the Micro-electronics Centre Production Block at the approximate location marked “PROPOSED MICRO-

ELECTRONICS CENTRE PRODUCTION BLOCK” on the plan annexed to the Conditions of Sale from the Lot (excluding the Pink Hatched Blue Area) will not exceed 0.1 millimetre per second at any time.

10. Prospective purchasers of the Lot should note that no piling works for development or redevelopment of the Lot shall be commenced on the Lot (excluding the Pink Hatched Blue Area) or any part thereof until the VIA, the Vibration Mitigation Measures (as defined in Special Condition No. (4337)(a) of the Conditions of Sale) and the Piling Plan (as defined in Special Condition No. (4337)(c) of the Conditions of Sale) shall have been approved in writing by the CIT or his authorized representative. The ~~purchaser of the Lot~~ Purchaser shall adopt a construction method for foundation works which will minimize the vibration impact.

11. Prospective purchasers of the Lot should also note that at present there is an electricity substation with related appliances belonging to CLP Power Hong Kong Limited and a structure existing within the Lot (hereinafter collectively referred to as “the Existing Structures”) with their approximate locations indicated on the sketch plan annexed to this Information Statement as Annex III. The Existing Structures will be demolished and removed before delivery of possession of the Lot to the ~~purchaser~~ Purchaser pursuant to Special Condition No. (1)(a)(~~+~~) of the Conditions of Sale.

12. Prospective purchasers of the Lot should further note Special Conditions Nos. (21)(a) and (21)(b) of the Conditions of Sale particularly that the Purchaser shall, at his own expense and within 3 calendar months from the date of the certificate of completion issued under Special Condition No. (20)(b) of the Conditions of Sale or such earlier period when called upon to do so by the Secretary for Development or such other extended period as may be approved by the Secretary for Development, execute the GA Lease (as defined in Special Condition No. (21)(a) of the Conditions of Sale) and the Supplementary GA Lease (as defined in Special Condition No. (21)(b) of the Conditions of Sale), if any, in such form as may be required or approved by the Secretary for Development. The key basic terms which should be contained in the GA Lease and the Supplementary GA Lease are annexed to this Information Statement as Annex IV. The Secretary for Development may at his sole and absolute discretion require or approve such other terms and conditions of the GA Lease or the Supplementary GA Lease.



Legend

- | | |
|--|--|
| IN SERVICE UNDERGROUND TRANSMISSION CABLE, SUBMARINE CABLE | CAP, CU SLEEVE, FREEZING POINT & SERVING REPAIR OF CABLE |
| NOT IN SERVICE UNDERGROUND TRANSMISSION CABLE | TRAN. JOINT INSIDE S/S |
| TRANSMISSION CABLE THROUGH DUCT | PILOT PMB INSIDE S/S |
| CABLE JOINT & CABLE REPAIR JOINT | PILOT JUNCTION BOX IN M/H |
| IN SERVICE UNDERGROUND PILOT CABLE | CABLE TERMINATION INSIDE S/S |
| NOT IN SERVICE UNDERGROUND PILOT CABLE | SUBSTATION |
| PILOT CABLE THROUGH DUCT | CABLE BRIDGE, TUNNEL, TROUGH, CHAMBER |
| PILOT JOINT | CLP CABLE MANHOLE |
| FIBRE OPTIC | |
| FIBRE OPTIC JOINT AND TERMINATION | |

ALL LOCATIONS, MEASUREMENTS, DIMENSIONS AND DISTANCES ARE FOR CLP POWER INTERNAL USE ONLY. THEY SHOULD NOT BE SCALED AND ASSUMED ACCURATE. CLP POWER ACCEPTS NO RESPONSIBILITY IN THE EVENT OF ANY INACCURACY. EXTREME CARE MUST BE EXERCISED WHEN WORKING IN CLOSE PROXIMITY TO OUR EQUIPMENT. PLEASE CONTACT OUR REGIONAL OFFICE AS SOON AS YOU ARE READY TO COMMENCE WORK.

MAP NO: 132kV Map
06NW04B

SCALE: 1:2000

PRINTED ON: 07-11-2023



CLP 中電

Legend

IN SERVICE UNDERGROUND 11kV CABLE	CABLE JOINT
NOT IN SERVICE UNDERGROUND 11kV CABLE	SUBSTATION
SUB IN SERVICE SUBMARINE 11kV CABLE	POLE UPTAKE
NOT IN SERVICE SUBMARINE 11kV CABLE	STEEL POLE
CABLE THROUGH DUCT	WOOD POLE
SHALLOW COVER INSTALLATION	POLE MOUNT TRANSFORMER
IN SERVICE UNDERGROUND PILOT CABLE	POLE MOUNT FUSE
NOT IN SERVICE UNDERGROUND PILOT CABLE	
PILOT CABLE THROUGH DUCT	
ISOLATOR	

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MAP NO: 11kV Map
06NW04B

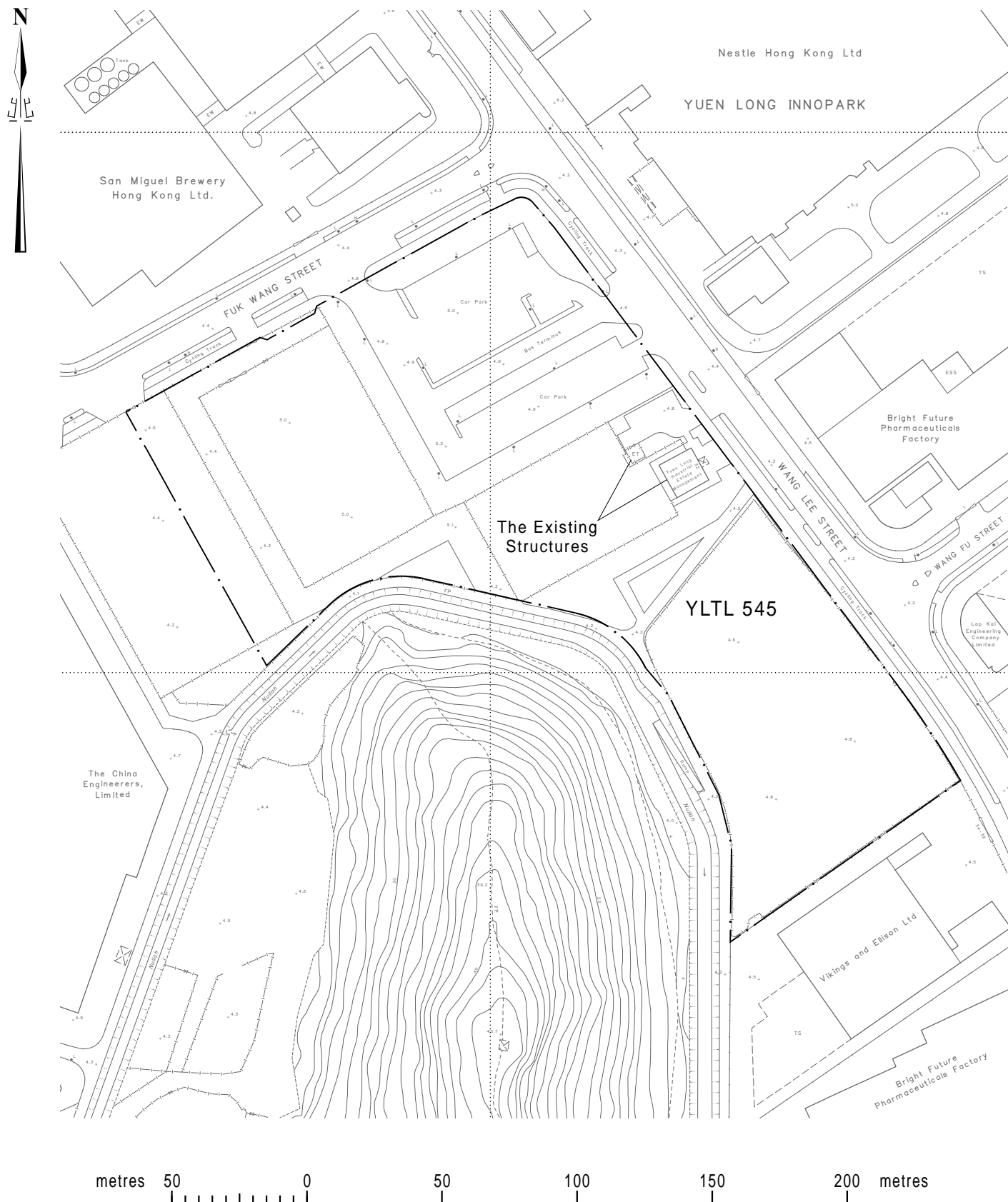
SCALE: 1:2000

PRINTED ON: 07-11-2023

Reference no. : Fuk Wang Street and Wang Lee Street, Yuen Long Industrial Estate-001

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Information Classification: PROPRIETARY

APPROXIMATE LOCATION OF THE EXISTING STRUCTURES



FOR IDENTIFICATION PURPOSES ONLY



Land Supply Section
Lands Department

Plan Prepared by District Survey Office, Yuen Long

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File No. LD LS/DSPL/MSB/YL, LD DSO/YL/W/710/2023

Survey Sheet No. 6-NW-4B

Layout Plan No. -----

Reference Plan No. -----

PLAN No. YLM11330

Date : 28/02/2024

Key Basic Terms of the GA Lease or the Supplementary GA Lease
(as respectively defined in Special Conditions Nos. (21)(a) and (21)(b) of the Conditions of Sale)

- (1) The GA Lease to be executed by the Purchaser (as defined in General Condition No. 1 of the Conditions of Sale) (hereinafter referred to as “the Lessor”) and the Nominated Lessee (as defined in Special Condition No. (21)(a) of the Conditions of Sale) (hereinafter referred to as “the Lessee”) shall be for a term of 10 years commencing from the date of the GA Lease or the date of delivery of vacant possession of the Government Accommodation or any part thereof under Special Condition No. (22) of the Conditions of Sale, whichever is the earlier (hereinafter referred to as “the GA Lease Term”), without any payment or consideration whatsoever (including but not limited to rental deposit, management fees or deposit, maintenance charges, insurance premium, Government rates and rent, property tax and stamp duty) to the Purchaser by the Government, the Secretary for Development or the Lessee, other than a nominal annual rent of \$1.00 (if demanded), with vacant possession and free from all encumbrances.
- (2) In the event that the Purchaser executes the GA Lease in respect of a part of the Government Accommodation only, the Supplementary GA Lease in respect of other part of the Government Accommodation to be executed by Lessor and the Lessee shall be for a term commencing from the date of the Supplementary GA Lease or the date of delivery of vacant possession of such other part of the Government Accommodation under Special Condition No. (22) of the Conditions of Sale, whichever is the earlier, and expiring on the expiry of the GA Lease Term, without any payment or consideration whatsoever (including but not limited to rental deposit, management fees or deposit, maintenance charges, insurance premium, Government rates and rent, property tax and stamp duty) to the Purchaser by the Government, the Secretary for Development or the Lessee, other than a nominal annual rent of \$1.00 (if demanded), with vacant possession and free from all encumbrances.
- (3) The Lessee shall have the right to partition and fit out the Government Accommodation or any part thereof in a style and manner to suit the uses of the Government Accommodation as specified in Special Condition No. (16)(a)(i) of the Conditions of Sale. The Lessee shall have its sole and absolute discretion to determine the design and specifications of such partition and fitting out.
- (4) The Lessee shall have the right to further underlet or grant licence to use or occupy the Government Accommodation or any part thereof to any persons or corporations (hereinafter referred to as “the sub-lessees/licensees”) on such terms and conditions as it may at its sole and absolute discretion determine. Notwithstanding that, the Lessee may, but is not obliged to, consult the Lessor prior to such underletting or granting licence.
- (5) The Lessor shall covenant with the Lessee as follows:-

- (a) To permit the Lessee and the sub-lessees/licensees and their respective servants, visitors, workmen and other persons authorized by them to have quiet possession and enjoyment of the Government Accommodation without any interruption by the Lessor or anyone lawfully claiming under or through or in trust for the Lessor until such time as the GA Lease or the Supplementary GA Lease is determined;
- (b) To repair and maintain the Government Accommodation (including but not limited to the structural parts of the Government Accommodation, structure roofs (if any), main electricity supply cables, main drains, water pipes, main walls and windows or glasses of the Government Accommodation and the lifts and escalators and condenser water supply system therein in a proper state of repair and condition);
- (c) To provide sufficient caretakers and watchmen for management and security of the Lot, including the exterior of the Government Accommodation and the access to the Government Accommodation within the Lot at the Lessor's expense;
- (d) To pay the government rates and rents, management fees, maintenance charges and other outgoings and payments of an annual or recurrent nature of the Government Accommodation;
- (e) To provide all rights and easements over the Lot to the Lessee and the sub-lessees/licensees and their respective servants, visitors, workmen and other persons authorized by them for the purposes in connection with the use and enjoyment of the Government Accommodation; and
- (f) To arrange for the stamping and registration in the Land Registry for the GA Lease and the Supplementary GA Lease. All fees payable (including but not limited to the adjudication fee and the stamp duty (if any) and registration of the GA Lease and the Supplementary GA Lease) shall be borne by the Lessor solely.
- (6) The Lessee shall covenant with the Lessor as follows:-

 - (a) Not to use or permit or suffer the use of the Government Accommodation or any part thereof for any purpose other than such purposes as specified in Special Condition No. (16)(a)(i) of the Conditions of Sale;
 - (b) Not to make any alteration or addition to structural parts of the Government Accommodation without the prior written consent of the Lessor;
 - (c) To pay all charges in respect of electricity, telephone, gas, water and any other utilities and services supplied to the Government Accommodation;
 - (d) To maintain and keep at the Lessee's expense all fittings, fixtures therein and all alterations and additions carried out by the Lessee thereto in good and tenable repair and condition;

- (e) At the expiration of the GA Lease Term, the Lessee shall surrender and deliver up vacant possession of the Government Accommodation to the Lessor unless otherwise agreed by the Lessor and the Lessee; and
- (f) If so required by the Lessor at the expiration or sooner determination of the GA Lease or the Supplementary GA Lease, to demolish and remove at the Lessee's own expense all alterations and additions made to the Government Accommodation and all fixtures, fittings, installations, structures, plant, equipment, apparatus and machinery then standing on or forming part of the Government Accommodation and to make good any damage to the Government Accommodation resulting from such demolition and removal works.
- (7) Such other terms and conditions of the GA Lease or the Supplementary GA Lease as may be required or approved by the Secretary for Development at his sole and absolute discretion.