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本署編號 Our Ref: LACO 1/316/2003 SF4 Pt 2
來函檔號 Your Ref:

15 January 2004

Messrs Cheung, Chan & Chung
Unit 5505, 55/F Hopewell Centre
183 Queen's Road East
Wanchai
Hong Kong

By Fax : 2845 3467
Without Prejudice and subject
to contract and negotiation

Dear Sirs,

Mediation

I refer to your letter dated 9 January 2004 and am instructed to reply as follows :-

SC (36)(k)(i) and SC (36)(l)(ii)

Your point as to SC (36)(k)(i) having been proposed to be deleted is noted. It is intended to be replaced by SC (36)(l)(ii). Your proposed amended wording of SC (36)(l)(ii) is agreed subject to (I) and (II) being amended to :-

(I) together with the undivided share or shares allocated to a residential flat in the building or buildings erected or to be erected on the lot and the right of exclusive use and possession of that flat; or

(II) to a person who is already the owner of an undivided share or shares in the lot allocated to a residential flat in the building or buildings erected on the lot and of the right of exclusive use and possession of that flat"

The amended wording reflects the legal position more accurately than the wording in (I) & (II) in SC (36)(l)(ii) as per the draft Conditions attached to the LAO letter dated 7 February 2003 to you. The amended wording also allows for the allocation of only one undivided share to a flat (the previous version did not) and avoids the implication of a possibility that an undivided share or certain undivided shares might be allocated to more than one flat. It also avoids the incorrect statement of an undivided share or shares giving a right of possession.

SC (36)(a) and SC (36)(2)(i)

Your amendments are agreed.

The withdrawal of your client's proposal of a first right of refusal is noted.

Re-approval of DMC

It is agreed that the DMC as approved needs to be revamped and resubmitted. As with all DMCs submitted to LACO for approval, I assure you and your clients that the approval of the revamped DMC when submitted to LACO will be processed as quickly as possible and without any undue delay.

To expedite matters I suggest that the "new" DMC and checklist are submitted to LACO as soon as possible.

Lands Department's letter dated 7th February 2003

Once the carpark alienation clause has been agreed I intend supplying you with a fresh basic terms offer letter. In lieu of the penultimate paragraph on page 2 of the letter dated 7th February 2003, I propose a paragraph along the lines of :-

"This basic terms offer, the ensuring modification and the agreeing and the payment of premium are and will be on the understanding that they are not and will not be construed as an admission of any breach of the conditions by the Government or the Housing Authority or of your accepting or acknowledging that there has been no breach of the Conditions."

If there are now any obstacles remaining to be overcome before the new basic terms offer letter is issued, please do not hesitate to call me. Otherwise, I look forward to your confirmation by return that all matters relating to the basic terms offer are agreed so that the agreed date of 17th January 2004 for the making of the formal basic terms offer can be met.

Yours faithfully,



(A.L. Robertson)
Assistant Director/Legal
for Director of Lands

c.c.	DD/G	(Attn : Mr J S Corrigan)	By Hand
	D of J	(Attn : Mr Gregory Payne)	By Fax : 2869 0062
	D of H	(Attn : Mr Vincent Tong)	By Fax : 2762 1110