

SC(2) Paper No. T52



地政總署總部
LANDS DEPARTMENT
HEADQUARTERS

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本署編號 Our Ref: (116) in LD 2/KW/HS/93 VII (TC)
來函編號 Your Ref: PC/LC/37000/03

我們矢志努力不懈，提供盡善盡美的土地行政服務。
We strive to achieve excellence in land administration.

香港北角渣甸道三三三號北角政府合署二十樓
29/F, NORTH POINT GOVERNMENT OFFICES
333 JAVA ROAD, NORTH POINT, HONG KONG

First Star Development Limited (18)
c/o Messrs Cheung, Chan & Chung
Unit 5505, 55/F Hopewell Centre
183 Queen's Road East
Wanchai
Hong Kong

21 January 2004

Dear Sir,

**Proposed Modification
Hung Hom Bay Reclamation Area, Kowloon
Kowloon Inland Lot No. 11076**

I refer to our previous correspondence on this matter including your letter of 20 January 2004 and now write to advise that I, on behalf of the Government of the Hong Kong Special Administrative Region (hereinafter referred to as "the Government"), hereby offer to proceed with the proposed modification of the above lot ("the proposed transaction") subject to the following basic terms :-

- Premium : \$864,000,000.00
(with 10% deposit being payable upon acceptance of these terms - see below)
- Administrative Fee : Nil
- Development Conditions : ◆ General Condition No. 1(b) of the Conditions of Sale No. 12547 ("the Conditions"), Special Condition Nos. (3)(b), (5), (6)(c), (6)(d), (6)(e), (24), (25), (26), (28), (29), (30), (31), (32), (33), (34), (35), (36)(k)(i), (36)(k)(ii), (42)(b), (42)(c), (42)(d), (42)(e), (42)(f), (42)(g), (52)(e), (62), (63), the Technical Schedule and Appendix A thereto shall be deemed to be deleted;

- ◆ Special Condition Nos. (3)(d)(ii), (3)(e), (6)(a), (12), (13), (14), (27), (36)(a), (36)(j) and (36)(k)(iii) of the Conditions shall be deemed to be deleted and substituted by those Special Conditions set out in the First Schedule of the draft document attached to my letter of 17 January 2004;
- ◆ the Special Conditions set out in the Second Schedule of the draft document attached to my letter of 17 January 2004 shall be deemed to be added to the Conditions as Special Condition Nos. (36)(l), (64), (65), (66), (67), (68) and (69).

The above is a brief summary of the set of draft documents attached to my 17 January 2004 for the proposed transaction ("the Documents"). Upon acceptance of this offer in accordance with para 3 below and subject to the compliance with the terms and conditions herein, the Documents will be sent to you on or before 12 February 2004 for execution by you in the manner and within the time limit as stipulated in para 5 below.

2. This basic terms offer (which supercedes the offer contained in my letter of 17 January 2004), the ensuing 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.

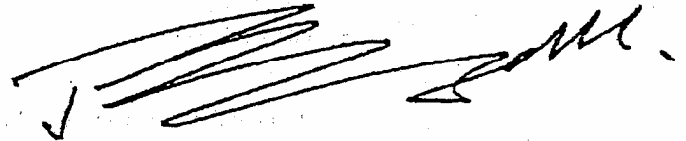
3. If all of the terms and conditions as stated in this letter and the Documents are acceptable to you, you should signify your acceptance by executing under seal in accordance with your Articles of Association, the docket on the acceptance letter as per the form marked "A" attached to this letter ("the Acceptance Letter") and return it to me together with copy of the receipted demand note for 10% of the agreed premium being the deposit ("the Deposit") on or before 26 January 2004. A letter from your mortgagee/chargee as per the form marked "B" attached to this letter ("the Mortgagee/Chargee's Letter") confirming that he has no objection to the proposed transaction on the terms offered should be delivered to me on or before 10 February 2004.

4. The date of receipt by me of the Acceptance Letter together with copy of the receipted demand note for the Deposit shall be the date upon which a binding contract is entered into between the Government and yourself ("the Contract Date").

5. When the Documents are sent to you for execution, they will be accompanied by a demand note for the balance of the premium and another demand note for fees payable to the Land Registry for the registration of the Documents. You must return the Documents duly executed by you and your mortgagee/chargee to me together with the receipted demand notes for the balance of the premium and for the registration fees on or before 26 February 2004.

6. Time shall be of the essence of this Agreement.

Yours faithfully,



(J S Corritgall)
for Director of Lands

Encls

c.c. AD/K
AD/V
SES/V3
LS, LACO

"A"

"The Acceptance Letter"

To : Lands Department Headquarters
(Attn : Mr J S Corrigan)

**Kowloon Inland Lot No. 11076
Hung Hom Bay Reclamation Area, Kowloon
Proposed Modification**

I/We accept the offer and agree to all of the terms as stated in your offer letter dated _____. I/We further accept and acknowledge that the foregoing acceptance shall constitute a binding contract between the Government and myself/ourselves with effect from the date of receipt of this acceptance by you.

We enclose the receipted demand note for the Deposit. The letter from my/our mortgagee confirming that he has no objection to the proposed modification on the terms offered will be sent by 10 February 2004.

Dated the ____ day of _____.

Witness : _____
(Signed by _____) (Signed by : _____)

Holder of HKID Card No. _____
Holder of HKID Card No. _____
as * _____ /
Seal of _____ and
authorized signature(s) :

Name of Registered Owner : _____

Correspondence Address/
Address of Registered Office : _____

Contact Telephone No. : _____

Facsimile No. : _____

Encl

[N.B. You are required to note that pursuant to the provisions of the Land Registration Ordinance and the Regulations made thereunder the personal data contained in the basic terms offer and acceptance is registered to facilitate the orderly conduct of land transaction and to provide the most up-to-date information to searchers.]

"B"

[on the letterhead]

To : Lands Department Headquarters
(Attn : Mr J S Corrigan)

Date :

Dear Sir,

**Re : Kowloon Inland Lot No. 11076
Hung Hom Bay Reclamation Area, Kowloon
Proposed Modification**

We, as the Mortgagee/Chargee of the above property, hereby acknowledge that by your letter of 21 January 2004, you have made an offer to First Star Development Limited ("the Owner") in respect of the proposed transaction. We confirm that we have no objection to the Owner accepting your offer upon the terms and conditions as set out in your said letter to them.

Yours faithfully,

For and on behalf of

[N.B. You are required to note that pursuant to the provisions of the Land Registration Ordinance and the Regulations made thereunder the personal data contained in the basic terms offer and acceptance will appear in the land register(s)/record(s) against which the basic terms offer and acceptance is registered to facilitate the orderly conduct of land transaction and to provide the most up-to-date information to searchers.]