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# Residential Properties (First-hand Sales) Ordinance

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**HONG KONG SPECIAL ADMINISTRATIVE REGION**

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**ORDINANCE NO. 19 OF 2012**

L.S.

C. Y. LEUNG  
Chief Executive  
5 July 2012

An Ordinance to regulate the provision of sales brochures and price lists and the use of show flats in connection with the sale of residential properties in respect of which neither a preliminary agreement for sale and purchase nor an agreement for sale and purchase has ever been entered into and in respect of which no assignment has ever been made, to regulate the viewing of such properties before sale, to regulate the publication of sale arrangements and the execution of agreements for sale and purchase in connection with such properties, to provide for registers of transactions in connection with such properties, to regulate advertisements promoting the sale of such properties, to provide for offences in connection with misrepresentations and dissemination of false or misleading information, and to provide for incidental and connected matters.

[ ]

Enacted by the Legislative Council.

## Part 1

### Preliminary

#### 1. Short title and commencement

- (1) This Ordinance may be cited as the Residential Properties (First-hand Sales) Ordinance.
- (2) This Ordinance comes into operation on a day to be appointed by the Secretary for Transport and Housing by notice published in the Gazette.

#### 2. Interpretation

- (1) In this Ordinance—

*approved building plans* (經批准的建築圖則), in relation to a development or a phase of a development, means plans that are approved by the Building Authority for the purposes of section 14(1) of the Buildings Ordinance (Cap. 123) in respect of building works for the development or the phase;

*associate corporation* (有聯繫法團), in relation to a corporation or specified body, means—

- (a) a subsidiary of the corporation or specified body; or
- (b) a subsidiary of a holding company of the corporation or specified body;

*Authority* (監督) means the public officer appointed under section 86(1)(a) to be the authority for the purposes of this Ordinance;

*authorized institution* (認可機構) has the meaning given by section 2(1) of the Banking Ordinance (Cap. 155);

**authorized person** (認可人士)—

- (a) in relation to a specified NT development, means a person who is appointed by the owner of the land to supervise the construction of the development; or
- (b) in relation to any other development or a phase of any other development, means an authorized person who is appointed under section 4(1)(a) or (2) of the Buildings Ordinance (Cap. 123) as a co-ordinator of building works for the development or the phase;

**building** (建築物)—see section 3;

**building contractor** (承建商)—

- (a) in relation to a specified NT development, means a person who is appointed by the owner of the land to construct the development; or
- (b) in relation to any other development or a phase of any other development, means a registered general building contractor who is appointed under section 9(1) or (3) of the Buildings Ordinance (Cap. 123) to carry out building works for the development or the phase;

**certificate of compliance** (合格證明書), in relation to a development or a phase of a development, means a document certifying that all positive obligations imposed under the land grant on the grantee of the land on which the development or phase is situated, and the grantee's successors and assignees, have been complied with to the satisfaction of the Director of Lands;

**completed development** (已落成發展項目)—see section 4;

**completed development pending compliance** (尚待符合條件的已落成發展項目)—see section 4;

**completed phase** (已落成期數)—see section 4;

**completed phase pending compliance** (尚待符合條件的已落成期數)—see section 4;

**corporation** (法團) means—

- (a) a company as defined by section 2(1) of the Companies Ordinance (Cap. 32); or
- (b) a company incorporated outside Hong Kong;

**deed of mutual covenant** (公契), in relation to a residential property, means a document that defines the rights, interests and obligations of the owners of any of the following among those owners themselves—

- (a) the development of which the residential property forms part;
- (b) the building of which the residential property forms part;
- (c) the part of a building of which part the residential property forms part;

**development** (發展項目)—see section 3;

**floor area** (樓面面積)—see section 8;

**holding company** (控權公司) means a holding company within the meaning of the Companies Ordinance (Cap. 32);

**house** (獨立屋) means a building that contains only one residential property;

**immediate family member** (家人), in relation to an individual, means a spouse, parent, child, sibling, grandparent or grandchild of the individual;

**material date** (關鍵日期)—

- (a) in relation to an uncompleted development or an uncompleted phase—
  - (i) where, under the land grant, the consent of the Director of Lands is required to be given for any sale and purchase of residential properties in the development or the phase, means the date on which the conditions of the land grant are

complied with in respect of the development or the phase; or

(ii) where, under the land grant, the consent of the Director of Lands is not required to be given for any sale and purchase of residential properties in the development or the phase, means—

(A) in the case of a specified NT development, the date on which the development is completed in all respects in compliance with the conditions subject to which the certificate of exemption is issued; or

(B) in any other case, the date on which the development or the phase is completed in all respects in compliance with the approved building plans; or

(b) in relation to a completed development pending compliance or a completed phase pending compliance, means the date on which the conditions of the land grant are complied with in respect of the development or the phase;

**multi-unit building** (多單位建築物) means a building that contains more than one residential property;

**no-objection letter** (不反對通知書), in relation to a building, means a letter confirming that the Director of Lands has no objection to the building being occupied;

**occupation permit** (佔用許可證) means an occupation permit or temporary occupation permit issued under section 21(2) of the Buildings Ordinance (Cap. 123);

**owner** (擁有人), in relation to a residential property, means the legal or beneficial owner of the residential property;

**phase** (期數)—see section 3;

***preliminary agreement for sale and purchase*** (臨時買賣合約), in relation to a residential property, means an agreement in respect of the residential property that is entered into with a view to making an agreement for sale and purchase in respect of the residential property;

***price list*** (價單), in relation to a development or a phase of a development, means—

- (a) a document prepared for the development or the phase under section 29(1) or (2); or
- (b) where such a document has been revised under section 29(4), the document as last revised;

***proprietor*** (經營人)—

- (a) in relation to a firm constituted of a sole proprietor, means the sole proprietor of the firm; or
- (b) in relation to a firm constituted as a partnership, means a partner of the firm;

***Register of Transactions*** (成交紀錄冊), in relation to a development or a phase of a development, means the register of transactions kept for the development or the phase under section 58(1) or (2);

***residential property*** (住宅物業)—see section 6;

***saleable area*** (實用面積)—see section 8;

***sales brochure*** (售樓說明書), in relation to a development or a phase of a development, means—

- (a) the publication prepared for the development or the phase under section 15(1) or (2); or
- (b) where the publication has been revised under section 17(2), the publication as last revised;

***Secretary*** (局長) means the Secretary for Transport and Housing;

***specified body*** (指明團體) means a body corporate incorporated or established by an Ordinance;

*specified NT development* (指明新界發展項目)—see section 5;

*specified residential property* (指明住宅物業) means any residential property to which this Ordinance applies by virtue of section 10;

*subsidiary* (附屬公司) means a subsidiary within the meaning of the Companies Ordinance (Cap. 32);

*uncompleted development* (未落成發展項目)—see section 4;

*uncompleted phase* (未落成期數)—see section 4;

*vendor* (賣方)—see section 7;

*working day* (工作日) means a day that is not—

- (a) a general holiday or a Saturday; or
  - (b) a black rainstorm warning day or gale warning day as defined by section 71(2) of the Interpretation and General Clauses Ordinance (Cap. 1).
- (2) In computing time for the purposes of this Ordinance, section 71(1) of the Interpretation and General Clauses Ordinance (Cap. 1) does not apply.
  - (3) A note located in the text of this Ordinance is provided for information only and has no legislative effect.

### 3. Interpretation: development, phase and building

(1) In this Ordinance—

*development* (發展項目) means—

- (a) a collection of 2 or more buildings where the construction of those buildings can be regarded as one single real estate development project by reason of the engineering, structural or architectural connection between the buildings; or
- (b) in any other case, a building.

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- (2) In determining whether the construction of 2 or more buildings can be regarded as one single real estate development project for the purposes of subsection (1), the following may be taken into account—
  - (a) the building plans approved by the Building Authority for the purposes of section 14(1) of the Buildings Ordinance (Cap. 123) in respect of building works for those buildings;
  - (b) the master lay-out plan submitted to the Director of Lands in compliance with the land grant;
  - (c) the master lay-out plan approved by the Town Planning Board for the purposes of section 4A of the Town Planning Ordinance (Cap. 131) in respect of building works for those buildings.
- (3) For the purposes of this Ordinance, a development is divided into 2 or more phases if plans are approved by the Building Authority for the purposes of section 14(1) of the Buildings Ordinance (Cap. 123) in respect of building works for those phases of the development.
- (4) In this Ordinance, a reference to a development or building includes, where the context permits, a development or building (as the case may be) to be constructed.

**4. Interpretation: completed, uncompleted development and phase etc.**

- (1) In this Ordinance—
  - (a) a development is a completed development if—
    - (i) in the case of a specified NT development—
      - (A) a no-objection letter has been issued by the Director of Lands in respect of every building in the development; or



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- (B) a certificate of compliance or consent to assign has been issued by the Director of Lands in respect of the development; or
    - (ii) in any other case, an occupation permit has been issued in respect of every building in the development;
  - (b) a development is an uncompleted development if it is not a completed development;
  - (c) a phase of a development is a completed phase of the development if an occupation permit has been issued in respect of every building in the phase; and
  - (d) a phase of a development is an uncompleted phase of the development if it is not a completed phase of the development.
- (2) In this Ordinance—
- (a) a development is a completed development pending compliance if—
    - (i) the development is a completed development as defined by subsection (1)(a)(ii);
    - (ii) under the land grant, the consent of the Director of Lands is required to be given for any sale and purchase of residential properties in the development that takes place before the conditions of the land grant have been complied with in respect of the development; and
    - (iii) neither a certificate of compliance nor a consent to assign has been issued by the Director of Lands in respect of the development; and
  - (b) a phase of a development is a completed phase pending compliance if—
    - (i) the phase is a completed phase;

- (ii) under the land grant, the consent of the Director of Lands is required to be given for any sale and purchase of residential properties in the phase that takes place before the conditions of the land grant have been complied with in respect of the phase; and
- (iii) neither a certificate of compliance nor a consent to assign has been issued by the Director of Lands in respect of the phase.

**5. Interpretation: specified NT development**

In this Ordinance, a development is a specified NT development if a certificate of exemption has been issued under section 5(a) of the Buildings Ordinance (Application to the New Territories) Ordinance (Cap. 121) in respect of building works for every building in the development.

**6. Interpretation: residential property**

(1) In this Ordinance—

*residential property* (住宅物業), in relation to a development or a phase of a development—

- (a) means any real property in the development or the phase constituting a separate unit used, or intended to be used, solely or principally for human habitation; and
  - (b) excludes any premises used, or intended to be used, solely or principally as a hotel or guesthouse as defined by section 2(1) of the Hotel and Guesthouse Accommodation Ordinance (Cap. 349).
- (2) In subsection (1), a reference to use excludes any use in contravention of the land grant or the occupation permit (if any).

- (3) In this Ordinance, a reference to a residential property includes, where the context permits, a residential property to be constructed.

**7. Interpretation: vendor**

- (1) A reference to the vendor in Part 2 or Schedule 1 or 8 in relation to a sale by the owner of a residential property in a development or in a phase of a development, or in Part 3 in relation to any residential property in a development or in a phase of a development, is a reference to the owner of the residential property.
- (2) However, where that owner engages a person to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the development or phase, subsections (3) and (4) apply.
- (3) A reference to the vendor, in Part 2 or Schedule 1 or 8 in relation to such a sale, is—
- (a) subject to paragraphs (b), (c) and (d), a reference to both that owner and the person so engaged;
  - (b) in the case of a provision creating an offence, section 59(1)(i), (2)(a)(vi) or (3)(f), or section 2(2)(a) of Schedule 1, a reference to each of the following—
    - (i) that owner;
    - (ii) the person so engaged;
  - (c) in the case of section 31(8), section 3(2), (3) or (4) of Schedule 1, or section 1(e), (f), or (g) of Schedule 8, a reference to either of the following—
    - (i) that owner;
    - (ii) the person so engaged; or
  - (d) in the case of section 38(2) or (3), 46(1) or 50(1), a reference to both or either of the following—
    - (i) that owner;

- (ii) the person so engaged.
- (4) A reference to the vendor, in Part 3 in relation to such residential property, is—
  - (a) subject to paragraphs (b) and (c), a reference to both that owner and the person so engaged;
  - (b) in the case of section 73(3)(a), a reference to each of the following—
    - (i) that owner;
    - (ii) the person so engaged; or
  - (c) in the case of section 71(1), a reference to either of the following—
    - (i) that owner;
    - (ii) the person so engaged.

## 8. Interpretation: saleable area and related expressions

- (1) In this Ordinance—
  - saleable area* (實用面積), in relation to a residential property—
    - (a) means the floor area of the residential property;
    - (b) includes the floor area of every one of the following to the extent that it forms part of the residential property—
      - (i) a balcony;
      - (ii) a utility platform;
      - (iii) a verandah; and
    - (c) excludes the area of every one of the items specified in Part 1 of Schedule 2 to the extent that it forms part of the residential property.
- (2) For the purposes of this Ordinance, the floor area of a residential property—

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- (a) subject to subsection (4), is to be measured from the exterior of the enclosing walls of the residential property;
  - (b) includes the area of the internal partitions and columns within the residential property; and
  - (c) excludes the area of any common part outside the enclosing walls of the residential property.
- (3) For the purposes of this Ordinance, the floor area of a balcony, utility platform or verandah—
- (a) subject to subsections (4) and (5), is to be measured from the exterior of the enclosing walls of the balcony, utility platform or verandah;
  - (b) includes the area of the internal partitions and columns within the balcony, utility platform or verandah; and
  - (c) excludes—
    - (i) the area of any common part outside the enclosing walls of the balcony, utility platform or verandah; and
    - (ii) the area covered by any enclosing wall that abuts onto the residential property.
- (4) If any enclosing wall separates a residential property, balcony, utility platform or verandah from an adjoining residential property, balcony, utility platform or verandah, the measurement is to be taken from the middle of the wall.
- (5) If a balcony, utility platform or verandah is enclosed otherwise than by a solid wall, the floor area is to be measured from the external boundary of the balcony, utility platform or verandah.
- (6) For the purposes of this Ordinance, the area of an item specified in Part 1 of Schedule 2 is to be calculated in accordance with Part 2 of that Schedule.

**9. Interpretation provisions not applicable to Schedules 4 to 7**

Unless otherwise expressly provided, sections 2(1) and (2), 3, 4, 5, 6, 7 and 8 do not apply to Schedules 4, 5, 6 and 7.

**10. Application of this Ordinance**

- (1) This Ordinance applies to any residential property in a development situated in Hong Kong in respect of which property—
  - (a) neither a preliminary agreement for sale and purchase nor an agreement for sale and purchase has ever been entered into; and
  - (b) no assignment has ever been made.
- (2) Despite subsection (1), this Ordinance does not apply in either of the situations specified in subsections (3) and (5).
- (3) The first situation is that—
  - (a) where the development is not divided into 2 or more phases—
    - (i) the development is a completed development; and
    - (ii) at least 95% of the number of the residential properties in the development are qualified residential properties; or
  - (b) where the development is divided into 2 or more phases—
    - (i) the phase of which the residential property forms part is a completed phase; and
    - (ii) at least 95% of the number of the residential properties in that phase are qualified residential properties.
- (4) In subsection (3)—

- (a) a reference to a qualified residential property is a reference to a residential property that has been held under a tenancy (other than a Government lease) for a continuous period of at least 36 months, or for several periods that in the aggregate equal at least 36 months, since—
    - (i) in the case of a specified NT development—
      - (A) the issue of a no-objection letter by the Director of Lands in respect of the building comprised in the development; or
      - (B) the issue of a certificate of compliance or a consent to assign by the Director of Lands in respect of the development; or
    - (ii) in the case of any other development or a phase of a development, the issue of the occupation permit; and
  - (b) a reference to the number of residential properties in a development or a phase of a development is, in the case of a development other than a specified NT development, a reference to the number of residential properties as set out in the occupation permit.
- (5) The second situation is that—
- (a) the development is one as defined by section 3(1)(b); and
  - (b) a certificate of exemption is issued under section 5(a) of the Buildings Ordinance (Application to the New Territories) Ordinance (Cap. 121) in respect of building works for the building comprised in the development.

**11. Provision supplementary to section 10(1): agreement or assignment to be disregarded**

- (1) For the purposes of section 10(1)—

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- (a) a preliminary agreement for sale and purchase, or an agreement for sale and purchase, in respect of a residential property as described in either of the situations specified in subsections (2) and (3) is not to be regarded as having been entered into in respect of the residential property; and
  - (b) an assignment of a residential property as described in the situation specified in subsection (4) is not to be regarded as having been made in respect of the residential property.
- (2) The first situation for subsection (1)(a) is that the preliminary agreement for sale and purchase, or the agreement for sale and purchase—
  - (a) is entered into between—
    - (i) a corporation or a specified body; and
    - (ii) an associate corporation, or a holding company, of the corporation or specified body; or
  - (b) is entered into between an individual and an immediate family member of the individual.
- (3) The second situation for subsection (1)(a) is that—
  - (a) where the development consists of one or more multi-unit buildings but not houses, the preliminary agreement for sale and purchase, or the agreement for sale and purchase, is the single agreement under which all the residential properties in a multi-unit building (being specified residential properties) are sold by the owner to the same person;
  - (b) where the development consists of houses but not multi-unit buildings, the preliminary agreement for sale and purchase, or the agreement for sale and purchase, is the single agreement under which all the residential properties in the development (being specified residential properties) are sold by the owner to the same person; or



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- (c) where the development consists of one or more multi-unit buildings as well as houses, the preliminary agreement for sale and purchase, or the agreement for sale and purchase, is the single agreement under which all the residential properties in a multi-unit building (being specified residential properties), or all the residential properties in those houses (being specified residential properties), or both, are sold by the owner to the same person.
- (4) The situation for subsection (1)(b) is that the assignment—
  - (a) is made by a corporation or a specified body to an associate corporation, or a holding company, of the corporation or specified body; or
  - (b) is made by an individual to an immediate family member of the individual.
- (5) On and after the date on which a preliminary agreement for sale and purchase, or an agreement for sale and purchase, in respect of a residential property is terminated, or is declared void by the court, the preliminary agreement or the agreement is to be regarded as having never been entered into in respect of the residential property for the purposes of section 10(1).
- (6) Subsection (2) or (3) applies whether the preliminary agreement for sale and purchase, or the agreement for sale and purchase, mentioned in that subsection is entered into before, on or after the commencement of this section. Subsection (4) applies whether the assignment mentioned in that subsection is made before, on or after the commencement of this section.
- (7) Subsection (5) applies whether the preliminary agreement for sale and purchase, or the agreement for sale and purchase, mentioned in that subsection is entered into, terminated or declared void before, on or after the commencement of this section.

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- (8) For the purposes of subsection (3), the fact that the residential properties are sold with other properties in the development is not relevant.
  - (9) If the development is divided into 2 or more phases, a reference in subsection (3) or (8) to a development is a reference to a phase of the development of which the residential property forms part.
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## Part 2

### Sales Practices in Relation to Specified Residential Property

#### Division 1—Preliminary

#### 12. Interpretation of Part 2

In this Part—

*projected height* (預計高度), in relation to a residential property, means the height of the residential property as calculated by deducting the thickness of the floor slab of the residential property as specified in relation to the residential property in the sales brochure for the development from the floor-to-floor height of the residential property as so specified;

*show flat* (示範單位), in relation to a residential property, means a property unit, or a structure resembling a property unit, that depicts the residential property for viewing by prospective purchasers or by the general public.

#### 13. Interpretation of Part 2: sale of residential property

- (1) For the purposes of this Part, there is a sale by the owner of a residential property if—
  - (a) the residential property is sold by the owner to any other person; or
  - (b) the residential property is offered by the owner to be sold to any other person.
- (2) For the purposes of this Part, a residential property is offered by a person to be sold to any other person if—
  - (a) the person offers to sell the residential property to any other person; or

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- (b) the person invites any other person to offer to purchase the residential property from that person.
- (3) For the purposes of this Part, a sale by the owner of a residential property does not include—
  - (a) an undertaking by the Urban Renewal Authority to an eligible person, whether or not in consideration of a payment of money by the person, to offer to sell to the person any residential property with a stipulated saleable area, located at one of the stipulated floors in a development stipulated by the Urban Renewal Authority, at the stipulated price per square foot or per square metre of that stipulated saleable area; or
  - (b) an act by the Urban Renewal Authority to ascertain whether or not an eligible person intends to accept such an undertaking.
- (4) In this section—

*eligible person* (合資格人士) means a person whose property is acquired by the Urban Renewal Authority for the implementation of its redevelopment project.

**14. Application of Part 2**

- (1) Divisions 2, 3, 6, 7 and 8 apply if there is a sale by the owner of a specified residential property in a development.
- (2) Division 4 applies if there is a sale by the owner of—
  - (a) a specified residential property in an uncompleted development; or
  - (b) for a development divided into 2 or more phases, a specified residential property in an uncompleted phase of the development.
- (3) Division 5 applies if there is a sale by the owner of—
  - (a) a specified residential property in a completed development; or

- (b) for a development divided into 2 or more phases, a specified residential property in a completed phase of the development.
- (4) This section is subject to Division 9.

## **Division 2—Sales Brochure**

### **15. Sales brochure to be prepared by vendor**

- (1) Subject to subsection (2), the vendor must prepare for the purposes of section 25 a publication for the development that is entitled “Sales Brochure” in English and “售樓說明書” in Chinese.
- (2) If the development is divided into 2 or more phases, the vendor must prepare for the purposes of section 25 a publication for each phase that is entitled “Sales Brochure” in English and “售樓說明書” in Chinese.
- (3) If subsection (1) or (2) is contravened, the vendor commits an offence and is liable to a fine of \$1,000,000.

### **16. Prohibition on preparation of sales brochure by other person**

- (1) No person except the vendor may prepare, for the purpose of making it available to the general public, any publication for the development that is entitled “Sales Brochure” in English and “售樓說明書” in Chinese.
- (2) A person who contravenes subsection (1) commits an offence and is liable to a fine of \$1,000,000.

### **17. Examination and revision of sales brochure**

- (1) The vendor may examine for the purposes of section 25 the sales brochure for the development to ascertain whether or not the information set out in the sales brochure is accurate as at the date of the examination.

- (2) Any inaccuracy identified at an examination must be corrected by a revision to the sales brochure for the development.
- (3) The vendor must, within 3 working days after the date of a revision, notify in writing each of the entities specified in Schedule 3 of the revision.
- (4) If subsection (2) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.
- (5) If subsection (3) is contravened, the vendor commits an offence and is liable to a fine at level 6.

**18. Title of sales brochure**

- (1) The sales brochure for the development must have the expressions “Sales Brochure” and “售樓說明書” printed as its title on the cover of the brochure.
- (2) For the expression “Sales Brochure”, the size of the letters must not be smaller than the size of the same letters in 18 point Times New Roman typeface.
- (3) For the expression “售樓說明書”, the size of the characters must not be smaller than the size of the same characters in 18 point “新細明體” typeface.
- (4) If subsection (1), (2) or (3) is contravened, the vendor commits an offence and is liable to a fine at level 6.

**19. Contents of sales brochure: information required to be set out**

- (1) The sales brochure for the development must first set out the steps that a person is advised to take for the person’s own protection before deciding to purchase a residential property in the development.

**Note—**

The Authority is empowered under section 88 to issue guidelines providing guidance on the operation of this section.

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- (2) The sales brochure for the development must then set out the following information in compliance with Part 1 of Schedule 1—
- (a) information on the development;
  - (b) information on the vendor and the others involved in the development;
  - (c) the relationship between the parties involved in the development;
  - (d) information on the design of the development;
  - (e) information on the property management;
  - (f) a location plan of the development;
  - (g) an aerial photograph of the development;
  - (h) either of the following plans relating to the development—
    - (i) the outline zoning plan or development permission area plan, whether in draft or approved form, that is prepared under the Town Planning Ordinance (Cap. 131);
    - (ii) a plan that, by virtue of section 25(7) of the Urban Renewal Authority Ordinance (Cap. 563), is deemed to be a draft plan prepared by the Town Planning Board for the purposes of the Town Planning Ordinance (Cap. 131);
  - (i) a layout plan of the development;
  - (j) floor plans of the residential properties in the development;
  - (k) the area of the residential properties in the development;
  - (l) floor plans of the parking spaces in the development;
  - (m) a summary of the preliminary agreement for sale and purchase;

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- (n) a summary of—
- (i) for an uncompleted development, the latest draft of every deed of mutual covenant in respect of the specified residential property as at the date on which the sales brochure is printed; or
  - (ii) for a completed development, either or both of the following as applicable—
    - (A) every deed of mutual covenant in respect of the specified residential property that has been executed;
    - (B) the latest draft of every deed of mutual covenant in respect of the specified residential property as at the date on which the sales brochure is printed;
- (o) a summary of the land grant;
- (p) information on—
- (i) any facilities that are required under the land grant to be constructed and provided for the Government, or for public use;
  - (ii) any facilities or open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the development; or
  - (iii) any part of the land (on which the development is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulations (Cap. 123 sub. leg. F).
- (3) The sales brochure for the development must then set out the information required by Part 2 of Schedule 1.
- (4) The information specified in subsection (2) must be set out in the sales brochure in the order in which the information is so specified.



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- (5) If the sales brochure for the development is required by subsection (2), or by Part 2 of Schedule 1 as applied by subsection (3), to set out any information that is not applicable to the development, the sales brochure—
    - (a) must include a paragraph for the information with the appropriate heading;
    - (b) must state in that paragraph that the information is not applicable to the development; and
    - (c) must comply with this section with respect to the location of that paragraph as if the information had been set out in the paragraph.
  - (6) If subsection (1), (2), (3) or (4) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.
  - (7) The sales brochure for the development is not to be regarded as contravening subsection (2) or (3) for not setting out any information that is not applicable to the development if it complies with subsection (5) in relation to the information.

**20. Contents of sales brochure: other information required to be set out**

- (1) The sales brochure for the development must set out relevant information that is specific to a residential property in the development, or relevant information that is specific to the development, if—
  - (a) the information is not otherwise required to be set out in the sales brochure; and
  - (b) the information is known to the vendor but is not known to the general public.
- (2) Subsection (1) does not authorize the sales brochure for the development to set out any information on the size or unit price of any residential property in the development otherwise than by reference to the saleable area of that property.

- (3) The sales brochure for the development must set out the address of the website designated by the vendor for development for the purposes of this Part. That address must be set out in such a manner that it is reasonably visible to any person reading the sales brochure.
- (4) The information specified in subsection (1) and (3) must be set out in the sales brochure after the information required by section 19.
- (5) If subsection (1) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.
- (6) If subsection (3) or (4) is contravened, the vendor commits an offence and is liable to a fine at level 6.
- (7) In this section—

***relevant information*** (有關資料)—

- (a) in relation to a residential property, means information on any matter that is likely to materially affect the enjoyment of the residential property; or
- (b) in relation to a development, means information on any matter that is likely to materially affect the enjoyment of any residential property of the development;

***unit price*** (單位售價), in relation to any specified residential property, includes—

- (a) the price of the property per square foot; and
- (b) the price of the property per square metre.

## **21. Contents of sales brochure: further information**

- (1) If—
  - (a) the Building Authority has exercised the power under section 42(1) of the Buildings Ordinance (Cap. 123) in permitting modification of regulation 23(3)(a) of the

Building (Planning) Regulations (Cap. 123 sub. leg. F) in relation to a building in the development;

- (b) the Building Authority has given permission for the purposes of regulation 22(1)(b) or (2)(b) of those Regulations in relation to a building in the development; or
- (c) the Building Authority has exercised the power under regulation 23(3)(b) of those Regulations in disregarding any floor space in determining the gross floor area of a building in the development for the purposes of regulations 20, 21 and 22 of those Regulations,

the sales brochure for the development must, in compliance with Part 3 of Schedule 1, set out the information that has been submitted to the Building Authority in the application made for the purposes of that section 42(1) or that regulation 22(1)(b) or (2)(b) or 23(3)(b).

- (2) If the information specified in subsection (1) is set out in the sales brochure, it must be set out after the information required by section 19.
- (3) The sales brochure for the development—
  - (a) may set out any information that is authorized to be set out in the sales brochure under Part 4 of Schedule 1; and
  - (b) in setting out any such information, must comply with Part 4 of Schedule 1.
- (4) If subsection (1), (2) or (3)(b) is contravened, the vendor commits an offence and is liable to a fine at level 6.

**22. Contents of sales brochure: other requirements for information**

- (1) The sales brochure for the development—
  - (a) must state the date on which it is printed; and

- (b) must state, for each examination of the sales brochure under section 17(1)—
  - (i) the date of the examination; and
  - (ii) the part of the sales brochure that has been revised to correct the inaccuracy (if any) identified at the examination.
- (2) The information set out in the sales brochure for the development must be accurate in every material respect—
  - (a) as at the date on which it is printed; or
  - (b) if the sales brochure has been examined under section 17(1), as at the date of the last examination.
- (3) The sales brochure for the development must state that there may be future changes to the development and the surrounding areas.
- (4) If subsection (1) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.
- (5) If subsection (2) is contravened, the vendor commits an offence and is liable to a fine of \$500,000 and to imprisonment for 12 months.
- (6) If subsection (3) is contravened, the vendor commits an offence and is liable to a fine at level 6.

**23. Sales brochure must not set out other information**

- (1) The sales brochure for the development must not set out any information other than the information required or authorized by this Ordinance.
- (2) If, under the land grant, the consent of the Director of Lands is required to be given for any sale and purchase of residential properties in the development that takes place before the conditions of the land grant have been complied with in respect of the development, the sales brochure for the development is not to be regarded as contravening subsection (1) for setting out any information that is

required by the Director of Lands to be set out in the sales brochure as a condition for giving the consent.

- (3) If subsection (1) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.

**24. Sales brochure to be printed bilingually**

- (1) The sales brochure for the development must be printed in English and Chinese.
- (2) For the English text, the size of a letter or number—
- (a) must not be smaller than the size of the same letter or number in 10 point Times New Roman typeface; or
  - (b) in the case of an explanatory note or remark for the main text of the sales brochure, must not be smaller than the size of the same letter or number in 8 point Times New Roman typeface.
- (3) For the Chinese text, the size of a character or number—
- (a) must not be smaller than the size of the same character or number in 10 point “新細明體” typeface; or
  - (b) in the case of an explanatory note or remark for the main text of the sales brochure, must not be smaller than the size of the same character or number in 8 point “新細明體” typeface.
- (4) Subsections (2) and (3) do not apply to letters, characters or numbers that appear in a plan, diagram or map.
- (5) If subsection (1) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.
- (6) If subsection (2) or (3) is contravened, the vendor commits an offence and is liable to a fine at level 6.
- (7) In this section, a reference to an explanatory note or remark for the main text of the sales brochure excludes a note or remark that qualifies the contents of the main text.

**25. Sales brochure to be made available to general public**

- (1) During a period of at least 7 days immediately before a date of the sale mentioned in section 14(1), the vendor must make hard copies of the sales brochure for the development available for collection by the general public free of charge.
- (2) On a date of the sale mentioned in section 14(1), the vendor must make hard copies of the sales brochure for the development available for collection by the general public free of charge at the place where the sale is to take place.
- (3) During a period of at least 7 days immediately before a date of the sale mentioned in section 14(1), and on such a date, the vendor must make a copy of the sales brochure for the development available for inspection on the website designated by the vendor for the development for the purposes of this Part.
- (4) On the first day on which the vendor makes a copy of the sales brochure for the development available for the purposes of subsection (1), the vendor—
  - (a) must provide a hard copy of the sales brochure for the development to each of the entities specified in Schedule 3; and
  - (b) must provide an electronic copy of the sales brochure for the development to the following for the purpose of the electronic database established under section 89(1)—
    - (i) if a public officer or person is delegated under section 89(2) with the power to establish and maintain that database, the public officer or person;
    - (ii) if no public officer or person is so delegated, the Authority.

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- (5) A person must not make available to the general public copies of any publication for the development that is entitled “Sales Brochure” in English, or “售樓說明書” in Chinese, except copies of the sales brochure for the development.
- (6) If subsection (1) or (2) is contravened, the vendor commits an offence and is liable to a fine of \$1,000,000.
- (7) If subsection (3) or (4) is contravened, the vendor commits an offence and is liable to a fine at level 6.
- (8) A person who contravenes subsection (5) commits an offence and is liable for a fine of \$1,000,000.
- (9) In this section, a reference to the sales brochure for the development is a reference to the sales brochure for the development printed, or examined under section 17(1), within the previous 3 months.

**26. Application of sections 17 to 24 to sales brochure made available**

Sections 17(2) and (3), 18, 19, 20, 21, 22, 23 and 24 apply only to a sales brochure, copies of which have been made available under section 25.

**27. Application of sections 17 to 25 in case of phased development**

- (1) If the development is divided into 2 or more phases, sections 17, 18, 19, 20, 21, 22, 23, 24 and 25 apply to the sales brochure for the phase of which the specified residential property forms part as if, subject to subsection (2), a reference in those sections to the development were a reference to that phase.
- (2) Subsection (1) does not apply to a reference in section 19(2)(f), (h) and (i) to the development.

**28. Application of Schedule 1**

Parts 1, 2, 3 and 4 of Schedule 1 are subject to Part 5 of that Schedule.

### **Division 3—Price List**

#### **29. Price list to be prepared by vendor**

- (1) Subject to subsection (2), the vendor must prepare for the purposes of section 32 a document setting out the price of each specified residential property in the development.
- (2) If the development is divided into 2 or more phases, the vendor must prepare for the purposes of section 32 a document setting out the price of each specified residential property in each phase.
- (3) The price of a specified residential property in a development may only be set out in—
  - (a) in the case of subsection (1), any one price list for the development; or
  - (b) in the case of subsection (2), any one price list for the phase of which the residential property forms part.
- (4) If the price of a specified residential property is set out in a price list, any change to that price must be reflected in the price list by a revision to the price list.
- (5) If subsection (1), (2) or (4) is contravened, the vendor commits an offence and is liable to a fine of \$1,000,000.
- (6) If subsection (3) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.

#### **30. Number of properties to be covered in price list**

- (1) If there are 30 or fewer residential properties in the development, a price list for the development must set out the prices of all the specified residential properties in the development.
- (2) Subject to subsection (3), if there are more than 30 but less than 100 residential properties in the development, each price list for the development must set out the prices of at least 30 specified residential properties in the development.



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- (3) A price list is to be regarded as having complied with subsection (2) if—
    - (a) the prices of less than 30 specified residential properties in the development have never been set out in any price list for the development; and
    - (b) the price list sets out the prices of all those specified residential properties that have never been so set out.
  - (4) Subject to subsections (5) and (6), if there are 100 or more residential properties in the development—
    - (a) the first price list for the development must set out the prices of at least whichever is the greater of the following—
      - (i) 20% of the number of residential properties in the development;
      - (ii) 50 specified residential properties; and
    - (b) each subsequent price list for the development must set out the prices of at least 10% of the number of residential properties in the development.
  - (5) A price list is to be regarded as having complied with subsection (4)(a) if—
    - (a) the prices of less than 50 specified residential properties in the development have never been set out in any price list for the development; and
    - (b) the price list sets out the prices of all those specified residential properties that have never been so set out.
  - (6) A price list is to be regarded as having complied with subsection (4)(b) if—
    - (a) the number of specified residential properties in the development the prices of which have never been set out in any price list for the development is less than 10% of the number of residential properties in the development; and

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- (b) the price list sets out the prices of all those specified residential properties that have never been so set out.
- (7) In subsections (1), (2), (3), (4), (5) and (6), a reference to the number of residential properties in a development is, in the case of a development other than a specified NT development, a reference to the number of residential properties as set out in the approved building plans.
- (8) If the development is divided into 2 or more phases—
- (a) subsections (1), (2), (3), (4), (5) and (6) apply to a price list for a phase of the development as if a reference in those subsections to the development were a reference to that phase; and
- (b) subsection (7) applies to the number of specified residential properties in a phase of the development as if a reference in that subsection to the development were a reference to that phase.
- (9) If subsection (1), (2) or (4) is contravened, the vendor commits an offence and is liable to a fine of \$1,000,000.
- (10) The Secretary may, by notice published in the Gazette—
- (a) amend subsection (4)(a)(i) by substituting another percentage for the percentage specified in that subsection;
- (b) amend both subsections (4)(a)(ii) and (5)(a) by substituting another number for the number specified in each of those subsections; or
- (c) amend both subsections (4)(b) and (6)(a) by substituting another percentage for the percentage specified in each of those subsections.
- (11) For the purposes of subsection (10)(b) and (c)—
- (a) the number substituted for the number specified in subsection (4)(a)(ii) and the number substituted for that specified in subsection (5)(a) must be the same; and

- (b) the percentage substituted for the percentage specified in subsection (4)(b) and the percentage substituted for that specified in subsection (6)(a) must be the same.

**31. Contents of price list**

- (1) A price list for the development—
  - (a) must set out the name and location of the development;
  - (b) must set out the total number of residential properties in the development;
  - (c) must set out the date on which it is printed;
  - (d) must state its order among all the price lists for the development in terms of the date on which it is printed; and
  - (e) must, in relation to each revision made under section 29(4), set out the date on which the revision is made.
- (2) In setting out the price of a specified residential property, a price list for the development must also set out the following information in relation to the residential property in the form specified by the Authority—
  - (a) a description of the residential property;
  - (b) the saleable area of the residential property;
  - (c) the price of the residential property per square foot of the saleable area, and that price per square metre of the saleable area;
  - (d) the floor area of every one of the following to the extent that it forms part of the residential property—
    - (i) a balcony;
    - (ii) a utility platform;
    - (iii) a verandah;

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- (e) the area of every one of the items specified in Part 1 of Schedule 2 to the extent that it forms part of the residential property.
- (3) A price list for the development—
- (a) must set out the saleable area under subsection (2)(b), the floor area under subsection (2)(d), and the area under subsection (2)(e), in both square feet and square metres; and
  - (b) must state—
    - (i) that the saleable area under subsection (2)(b), and the floor area under subsection (2)(d), are calculated in accordance with section 8; and
    - (ii) that the area under subsection (2)(e) is calculated in accordance with Part 2 of Schedule 2.
- (4) A price list for the development—
- (a) must set out the contents of sections 52(1) and 53(2) and (3); and
  - (b) must state that a prospective purchaser is advised to refer to the sales brochure for the development for any information on the development.
- (5) A price list for the development must set out—
- (a) the terms of payment;
  - (b) the basis on which any discount on the price is available; and
  - (c) any gift, or any financial advantage or benefit, to be made available in connection with the purchase of a specified residential property in the development.
- (6) A price list for the development—
- (a) must state who is liable to pay the solicitors' fees, and the stamp duty, in connection with the sale and purchase of a specified residential property in the development; and

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- (b) must set out any charges that are payable by a purchaser for execution of any document in relation to the sale and purchase of a specified residential property in the development.
- (7) A price list for the development must set out the address of the website designated by the vendor for the development for the purposes of this Part. That address must be set out in such a manner that it is reasonably visible to any person reading the price list.
- (8) If the vendor has appointed an estate agent to act in the sale of any specified residential property in the development, a price list for the development—
  - (a) must set out the name of the estate agent; and
  - (b) must state that a person may appoint any estate agent to act in the purchase of any specified residential property in the development but need not do so.
- (9) A price list for the development must not set out any information in relation to a specified residential property in the development other than the information required by this section.
- (10) In subsection (1), a reference to the number of residential properties in a development or a phase of a development is, in the case of a development other than a specified NT development, a reference to the number of residential properties as set out in the approved building plans.
- (11) If the development is divided into 2 or more phases—
  - (a) the price list for a phase of the development must also set out the phase number of that phase; and
  - (b) subsections (1), (2), (3), (4), (5), (6), (7), (8) and (9) apply to the price list as if a reference in those subsections to the development were a reference to that phase.

- (12) If subsection (1), (2), (3), (4), (5), (6), (8), (9) or (11)(a) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.
- (13) If subsection (7) is contravened, the vendor commits an offence and is liable to a fine at level 6.

**32. Price list to be made available to general public**

- (1) During a period of at least 3 days immediately before a date of the sale mentioned in section 14(1), the vendor must make hard copies of the relevant price list available for collection by the general public free of charge.
- (2) On a date of the sale mentioned in section 14(1), the vendor must make hard copies of the relevant price list available for collection by the general public free of charge at the place where the sale is to take place.
- (3) During a period of at least 3 days immediately before a date of the sale mentioned in section 14(1), and on such a date, the vendor must make a copy of the relevant price list available for inspection on the website designated by the vendor for the development for the purposes of this Part.
- (4) On the first day on which the vendor makes a copy of a relevant price list available for the purposes of subsection (1), the vendor—
  - (a) must provide a hard copy of the relevant price list to each of the entities specified in Schedule 3; and
  - (b) must provide an electronic copy of the relevant price list to the following for the purpose of the electronic database established under section 89(1)—
    - (i) if a public officer or person is delegated under section 89(2) with the power to establish and maintain that database, the public officer or person;
    - (ii) if no public officer or person is so delegated, the Authority.

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- (5) If subsection (1) or (2) is contravened, the vendor commits an offence and is liable to a fine of \$1,000,000.
- (6) If subsection (3) or (4) is contravened, the vendor commits an offence and is liable to a fine at level 6.
- (7) In this section—  
*relevant price list* (有關價單), in relation to a sale of a specified residential property, means the price list for the development or a phase of the development, that sets out—
  - (a) the price of the specified residential property; or
  - (b) where that price list has been revised under section 29(4) to reflect a change of the price of the specified residential property, the price of the specified residential property as last revised.

**33. Application of sections 29 to 31 to price list made available**

Sections 29(3) and (4), 30 and 31 apply only to a price list, copies of which have been made available under section 32.

**34. No expression of intent before price list made available**

- (1) The vendor must not seek any general expression of intent from any other person on the specified residential properties in the development, and must reject such a general expression of intent, before the first day on which copies of any price list setting out the prices of those specified residential properties have been made available under section 32(3).
- (2) The vendor must not seek any specific expression of intent from any other person on a specified residential property in the development, and must reject such a specific expression of intent, before the first day on which the specified residential property is offered to be sold.
- (3) If subsection (1) or (2) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.

(4) In this section—

*general expression of intent* (無明確選擇購樓意向), in relation to specified residential properties, means an expression of intent (whether or not accompanied by a payment of money) to purchase any of those specified residential properties (without being specific about any particular residential property) on the basis that subject to an agreement being made, the expression does not bind the maker;

*specific expression of intent* (有明確選擇購樓意向), in relation to a specified residential property, means an expression of intent (whether or not accompanied by a payment of money) to purchase the specified residential property on the basis that subject to an agreement being made, the expression does not bind the maker.

(5) If the development is divided into 2 or more phases, subsections (1) and (2) apply as if a reference in those subsections to the development were a reference to the phase of which the specified residential property forms part.

**35. Specified residential property to be sold or offered at price in price list**

- (1) The owner may only sell, or offer to sell, the specified residential property—
- (a) at the price of that property, as set out in the price list copies of which have been made available under section 32(1), (2) and (3); or
  - (b) where that price list has been revised under section 29(4) to reflect a change of the price of that property, at that price as last revised, as set out in the price list copies of which have been made available under section 32(1), (2) and (3).



- (2) After the owner has sold the residential property to another person at the price mentioned in subsection (1)(a) or (b), that price may only be revised by virtue of any or all of the following—
  - (a) clause 23 of Schedule 5, as contained in the agreement for sale and purchase under section 55;
  - (b) a change in the terms of payment as set out in the price list for the development under section 31(5)(a);
  - (c) the availability of any gift, or any financial advantage or benefit, as set out in the price list for the development under section 31(5)(c), in connection with the purchase of the residential property.
- (3) If subsection (1) or (2) is contravened, the owner commits an offence and is liable to a fine of \$1,000,000.

#### **Divison 4—Show Flats for Uncompleted Development or Phase**

##### **36. Interpretation of Division 4: unmodified show flat**

- (1) For the purposes of this Division, a show flat of a residential property is an unmodified show flat of the residential property if—
  - (a) any bay windows, air-conditioning plant rooms, balconies, utility platforms and verandahs in the show flat are the same as those in the residential property as depicted in the sales brochure for the development;
  - (b) the dimensions of the show flat, and of any bay windows, air-conditioning plant rooms, balconies, utility platforms and verandahs in the show flat, are the same as those specified in relation to the residential property in that sales brochure;

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- (c) the show flat is provided with a ceiling in such a way that the floor-to-ceiling height of the show flat does not exceed the corresponding projected height of the residential property;
  - (d) the internal partitions in the show flat are the same as those specified in relation to the residential property in that sales brochure; and
  - (e) the fittings, finishes and appliances in the show flat are the same as those in the residential property as depicted in that sales brochure.
- (2) Even though the dimensions of the show flat, or of any bay window, air-conditioning plant room, balcony, utility platform or verandah in the show flat, are different from those specified in relation to the residential property in the sales brochure for the development, subsection (1)(b) is to be regarded as being satisfied if—
- (a) the difference is due to the finishes on the enclosing walls or boundary walls for, or internal partitions of, the show flat; and
  - (b) a notice stating the difference is displayed in the show flat.
- (3) Even though any fitting, finish or appliance in the show flat is different from that in the residential property as depicted in the sales brochure for the development, subsection (1)(e) is to be regarded as being satisfied if—
- (a) a notice stating the difference is displayed in the show flat; and
  - (b) the quality of the fitting, finish or appliance in the show flat is comparable to the quality of that in the residential property as depicted in that sales brochure.
- (4) A notice under subsection (2)(b) or (3)(a) must be displayed in such a manner that the notice is reasonably visible to any person entering the show flat.

**37. Interpretation of Division 4: modified show flat**

- (1) For the purposes of this Division, a show flat of a residential property is a modified show flat of the residential property if—
  - (a) any bay windows, air-conditioning plant rooms, balconies, utility platforms and verandahs in the show flat are the same as those in the residential property as depicted in the sales brochure for the development;
  - (b) the dimensions of the show flat, and of any bay windows, air-conditioning plant rooms, balconies, utility platforms and verandahs in the show flat, are the same as those specified in relation to the residential property in that sales brochure; and
  - (c) the show flat is provided with a ceiling in such a way that the floor-to-ceiling height of the show flat does not exceed the corresponding projected height of the residential property.
- (2) Even though the dimensions of the show flat, or of any bay window, air-conditioning plant room, balcony, utility platform or verandah in the show flat, are different from those specified in relation to the residential property in the sales brochure for the development, subsection (1)(b) is to be regarded as being satisfied if—
  - (a) the difference is due to the finishes on the enclosing walls or boundary walls for, or internal partitions of, the show flat; and
  - (b) a notice stating the difference is displayed in the show flat.
- (3) A notice under subsection (2)(b) must be displayed in such a manner that the notice is reasonably visible to any person entering the show flat.

**38. Viewing of show flat**

- (1) The vendor is not required to make any show flat available for viewing by prospective purchasers or by the general public.
- (2) If the vendor is to make available for viewing by prospective purchasers or by the general public—
  - (a) in the case of section 14(2)(a), a show flat of a residential property in the uncompleted development; or
  - (b) in the case of section 14(2)(b), a show flat of a residential property in the uncompleted phase,  
the vendor must first make available for viewing by prospective purchasers, or by the general public, an unmodified show flat of the residential property.
- (3) If an unmodified show flat of a residential property has been made available for viewing by prospective purchasers, or by the general public, under subsection (2), the vendor—
  - (a) may also make available for viewing by prospective purchasers, or by the general public, a modified show flat of the residential property; and
  - (b) must not make available for viewing by prospective purchasers, or by the general public, any other show flat of the residential property.
- (4) A show flat of a residential property must not be made available for viewing by prospective purchasers, or by the general public, under subsection (2) or (3) before copies of the sales brochure for the development or the phase have been made available under section 25(1).
- (5) If subsection (2), (3)(b) or (4) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.

**39. Requirements for unmodified and modified show flats**

- (1) This section applies to an unmodified or modified show flat of a residential property made available for viewing by prospective purchasers, or by the general public, under section 38(2) or (3).
- (2) The vendor must provide any balcony, utility platform or verandah in the show flat with boundary walls or parapets.
- (3) The vendor must display in the show flat in accordance with subsection (6) a plan of the show flat that shows the dimensions of—
  - (a) the show flat; and
  - (b) the internal partitions, and any bay windows, air-conditioning plant rooms, balconies, utility platforms and verandahs, in the show flat.
- (4) If a passageway or door is provided through an enclosing or boundary wall of the show flat as a means of escape for the purposes of regulation 41(1) of the Building (Planning) Regulations (Cap. 123 sub. leg. F), the vendor—
  - (a) must display in the show flat in accordance with subsection (6) a notice stating that there is no such passageway or door in the residential property; and
  - (b) must provide a solid line on the floor showing the position and thickness of the enclosing or boundary wall.
- (5) If the floor-to-ceiling height of the show flat is less than the corresponding projected height of the residential property, the vendor must display in the show flat in accordance with subsection (6) a notice stating the difference between those heights.
- (6) A plan under subsection (3), or a notice under subsection (4) or (5), must be displayed in such a manner that the plan or notice is reasonably visible to any person entering the show flat.

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- (7) If subsection (2), (3) or (4) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.
- (8) If subsection (5) is contravened, the vendor commits an offence and is liable to a fine at level 6.

### **40. Additional requirements for unmodified show flat**

- (1) This section applies to an unmodified show flat of a residential property made available for viewing by prospective purchasers, or by the general public, under section 38(2).
- (2) The vendor must provide enclosing walls and boundary walls for, and internal partitions and doors in, the show flat in the same way as they will be provided in the residential property as depicted in the sales brochure for the development.
- (3) If subsection (2) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.

### **41. Additional requirements for modified show flat**

- (1) This section applies to a modified show flat of a residential property made available for viewing by prospective purchasers, or by the general public, under section 38(3).
- (2) Subject to subsection (3), the vendor must provide enclosing walls and boundary walls for, and internal partitions and doors in, the show flat in the same way as they will be provided in the residential property as depicted in the sales brochure for the development.
- (3) The vendor is not required to provide an internal partition or a door in the show flat if, by virtue of section 41(3) of the Buildings Ordinance (Cap. 123), the partition or the door may be removed from the residential property without the approval of the Building Authority.
- (4) If the vendor does not provide an internal partition in the show flat by virtue of subsection (3), the vendor—

- (a) must mark a solid line on the floor of the show flat showing the position and thickness of the partition; and
  - (b) must display in the show flat in accordance with subsection (6) a plan of the residential property showing the layout, orientation and thickness of all the internal partitions in the residential property.
- (5) The vendor must display in the show flat in accordance with subsection (6) a notice—
  - (a) setting out which (if any) of the fittings, finishes and appliances in the show flat are those to be included in the residential property as depicted in the sales brochure for the development; and
  - (b) stating that any other fittings, finishes and appliances in the show flat will not be included in the residential property.
- (6) A plan under subsection (4)(b), or a notice under subsection (5), must be displayed in such a manner that the plan or notice is reasonably visible to any person entering the show flat.
- (7) If subsection (2) or (4) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.
- (8) If subsection (5) is contravened, the vendor commits an offence and is liable to a fine at level 6.

**42. Measurements and photographs to be taken in show flat**

- (1) If an unmodified show flat of a residential property is made available for viewing by prospective purchasers, or by the general public, under section 38(2), the vendor must not restrict any person who views the show flat from taking measurements, or taking photographs or making video recordings, of the show flat.

- (2) If a modified show flat of a residential property is made available for viewing by prospective purchasers, or by the general public, under section 38(3), the vendor must not restrict any person who views the show flat from taking measurements of the show flat.
- (3) Subsections (1) and (2) do not apply to any restriction that is reasonable in the circumstances for ensuring the safety of the persons viewing the show flat.
- (4) If subsection (1) or (2) is contravened, the vendor commits an offence and is liable to a fine at level 6.

**43. Application of sections 36, 37, 39, 40 and 41 in case of phased development**

If the vendor, in the case of section 14(2)(b), makes available for viewing by prospective purchasers, or by the general public, a show flat of a residential property in an uncompleted phase of the development, sections 36, 37, 39, 40 and 41 apply to the show flat as if a reference in those sections to the development were a reference to the uncompleted phase.

**Division 5—Viewing of Property in Completed Development or Phase**

**44. Viewing before sale**

- (1) Before the specified residential property is sold to a person, the vendor must make the residential property available for viewing by the person.
- (2) Subsection (1) does not require the vendor to make the specified residential property available for viewing by the person—
  - (a) if it is not reasonably practicable for the specified residential property to be viewed by the person; and
  - (b) if—



- (i) the vendor has made a comparable residential property in the completed development (in the case of section 14(3)(a)) or completed phase (in the case of section 14(3)(b)) available for viewing by the person; or
  - (ii) it is not reasonably practicable for any such comparable residential property to be viewed by the person, and the person agrees in writing that the vendor is not required to make such a comparable residential property available for viewing by the person before the specified residential property is sold to the person.
- (3) If subsection (1) is contravened, the vendor of the specified residential property commits an offence and is liable to a fine of \$500,000.

**45. Requirements for comparable residential property for viewing**

- (1) This section applies if, before the specified residential property is sold to a person, the vendor makes a comparable residential property available for viewing by the person for the purposes of section 44(2)(b)(i).
- (2) The vendor must display in the comparable residential property in accordance with subsection (4)—
  - (a) a plan of the comparable residential property that shows the dimensions of—
    - (i) the comparable residential property; and
    - (ii) the internal partitions, and any bay windows, air conditioning plant rooms, balconies, utility platforms and verandahs, in the comparable residential property; and
  - (b) a plan of the specified residential property that shows the dimensions of—
    - (i) the specified residential property; and

- (ii) the internal partitions, and any bay windows, air conditioning plant rooms, balconies, utility platforms and verandahs, in the specified residential property.
- (3) The vendor must display in the comparable residential property in accordance with subsection (4) a notice—
  - (a) setting out which (if any) of the fittings, finishes and appliances in the comparable residential property are those included in the specified residential property as depicted in the sales brochure for the development or the phase; and
  - (b) stating that any other fittings, finishes and appliances in the comparable residential property are not included in the specified residential property.
- (4) A plan under subsection (2), or a notice under subsection (3), must be displayed in such a manner that the plan or notice is reasonably visible to any person entering the comparable residential property.
- (5) If subsection (2) or (3) is contravened, the vendor commits an offence and is liable to a fine at level 6.

**46. Measurements and photographs to be taken in residential property for viewing**

- (1) The vendor must not restrict any person who views a residential property for the purposes of section 44(1) or (2)(b)(i) from taking measurements, or taking photographs or making video recordings, of the residential property.
- (2) Subsection (1) does not apply to any restriction that is reasonable in the circumstances for ensuring the safety of the persons viewing the residential property.
- (3) Subsection (1) does not apply if the residential property is held under a tenancy (other than a Government lease).
- (4) If subsection (1) is contravened, the vendor commits an offence and is liable to a fine at level 6.

## **Division 6—Sales Arrangements and Other Information**

### **47. Sales arrangements to be made available on website**

- (1) During a period of at least 3 days immediately before a date of the sale mentioned in section 14(1), and on such a date, the vendor—
  - (a) must make hard copies of a document containing the information specified in subsection (2) available for collection by the general public free of charge; and
  - (b) must, in accordance with subsection (3), make the information specified in subsection (2) available for inspection on the website designated by the vendor for the development for the purposes of this Part.
- (2) The following information is specified for the purposes of subsection (1)(a) and (b)—
  - (a) the date and time when, and the place where, the specified residential property will be offered to be sold;
  - (b) the number of specified residential properties in the development that will be offered to be sold on that date, and at that time and place;
  - (c) a description of the specified residential properties mentioned in paragraph (b);
  - (d) the method to be used to determine the order of priority in which each of the persons interested in purchasing any of those specified residential properties may select the residential property that the person wishes to purchase;
  - (e) the method to be used, in any case where 2 or more persons are interested in purchasing a particular specified residential property, to determine the order of priority in which each of those persons may proceed with the purchase.

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- (3) For the purposes of subsection (1)(b), the information must be published in such a manner that the information is reasonably visible to any person browsing the website.
- (4) The specified residential property must not be sold, or offered to be sold, before the date and time published under subsection (2)(a).
- (5) If subsection (1) or (4) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.

**48. Plans and documents to be made available to general public**

- (1) On a date of the sale mentioned in section 14(1), the vendor must make the following available for inspection by the general public free of charge at the place where the sale is to take place—
  - (a) a copy of either of the following plans relating to the development—
    - (i) the outline zoning plan or development permission area plan, whether in draft or approved form, that is prepared under the Town Planning Ordinance (Cap. 131);
    - (ii) a plan that, by virtue of section 25(7) of the Urban Renewal Authority Ordinance (Cap. 563), is deemed to be a draft plan prepared by the Town Planning Board for the purposes of the Town Planning Ordinance (Cap. 131);
  - (b) a copy of the approved building plans for the development;
  - (c) a copy of—
    - (i) for an uncompleted development, the latest draft of every deed of mutual covenant in respect of the specified residential property as at that date; or

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- (ii) for a completed development, either or both of the following as applicable—
  - (A) every deed of mutual covenant in respect of the specified residential property that has been executed;
  - (B) the latest draft of every deed of mutual covenant in respect of the specified residential property as at that date;
- (d) a copy of the land grant;
- (e) the aerial photograph of the development as set out in the sales brochure for the development.
- (2) For the purposes of subsection (1)(e), the aerial photograph—
  - (a) must be at a scale within the range of 1:700 to 1:800; and
  - (b) is not required to comply with section 7(3)(a) of Schedule 1.
- (3) Subsection (1)(b) does not apply in the case of a specified NT development.
- (4) If subsection (1) is contravened, the vendor commits an offence and is liable to a fine at level 6.

**49. Deed of mutual covenant and aerial photograph to be made available on website**

- (1) On a date of the sale mentioned in section 14(1), the vendor must make the following available for inspection on the website designated by the vendor for the development for the purposes of this Part—
  - (a) a copy of—
    - (i) for an uncompleted development, the latest draft of every deed of mutual covenant in respect of the specified residential property as at that date; or

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- (ii) for a completed development, either or both of the following as applicable—
  - (A) every deed of mutual covenant in respect of the specified residential property that has been executed;
  - (B) the latest draft of every deed of mutual covenant in respect of the specified residential property as at that date;
- (b) the aerial photograph of the development as set out in the sales brochure for the development.
- (2) For the purposes of subsection (1)(b), the aerial photograph is not required to comply with section 7(3)(a) of Schedule 1.
- (3) If subsection (1) is contravened, the vendor commits an offence and is liable to a fine at level 6.

**50. Floor plan of specified residential property**

- (1) If the vendor makes available for collection or inspection by the general public a floor plan of the specified residential property, the floor plan—
  - (a) must have the scale to which it is drawn marked on that plan; and
  - (b) must show the dimensions of the furniture (if any) shown on that plan.
- (2) Subsection (1) does not apply to a floor plan of the specified residential property that is made available in the sales brochure.
- (3) If subsection (1) is contravened, the vendor commits an offence and is liable to a fine at level 6.

**51. Application of sections 47 to 49 in case of phased development**

- (1) If the development is divided into 2 or more phases—

- (a) section 47 applies as if a reference in that section to the development were a reference to the phase of which the specified residential property forms part; and
  - (b) sections 48 and 49 apply as if—
    - (i) a reference in sections 48(1)(c)(i) and 49(1)(a)(i) to an uncompleted development were a reference to an uncompleted phase;
    - (ii) a reference in sections 48(1)(c)(ii) and 49(1)(a)(ii) to a completed development were a reference to a completed phase; and
    - (iii) subject to subsection (2), a reference in sections 48 and 49 to the development were a reference to the phase of which the specified residential property forms part.
- (2) Subsection (1)(b)(iii) does not apply to a reference in section 48(1)(a) to the development.

## **Division 7—Preliminary Agreement and Agreement**

### **52. Deposit on entering into preliminary agreement**

- (1) A preliminary deposit of 5% of the purchase price is payable by a person to the owner on entering into a preliminary agreement for sale and purchase in respect of the specified residential property with the owner.
- (2) If there is any conflict or inconsistency between subsection (1) and a provision of a preliminary agreement for sale and purchase, subsection (1) prevails over the provision to the extent of the conflict or inconsistency.
- (3) The Secretary may, by notice published in the Gazette, amend subsection (1) by substituting another percentage for the percentage specified in that subsection.

**53. Execution of agreement for sale and purchase**

- (1) This section applies if a person enters into a preliminary agreement for sale and purchase with the owner in respect of the specified residential property.
- (2) If a person executes an agreement for sale and purchase in respect of the residential property within 5 working days after the date on which the person enters into the preliminary agreement for sale and purchase, the owner must execute the agreement for sale and purchase within 8 working days after that date.
- (3) If a person does not execute an agreement for sale and purchase in respect of the residential property within 5 working days after the date on which the person enters into the preliminary agreement for sale and purchase—
  - (a) the preliminary agreement is terminated;
  - (b) the preliminary deposit is forfeited; and
  - (c) the owner does not have any further claim against the person for the failure.
- (4) For the purposes of subsection (3)(c), any right of the owner under common law rules or equitable principles to make further claims against the person for the failure is abrogated.
- (5) If subsection (2) is contravened, the owner commits an offence and is liable to a fine of \$1,000,000.

**54. Owner must not enter into preliminary agreement without certain provisions**

The owner must not enter into a preliminary agreement for sale and purchase in respect of the specified residential property with any person unless that preliminary agreement contains the provisions set out in Schedule 4—



- (a) with additional information inserted in accordance with the instructions specified in those provisions as printed in italics; and
- (b) with deletions made in accordance with the instructions specified in those provisions as marked with an asterisk (\*).

**55. Owner must not enter into agreement without certain provisions**

- (1) This section applies to—
  - (a) where a preliminary agreement for sale and purchase has been entered into in respect of the specified residential property, an agreement for sale and purchase in respect of the residential property; or
  - (b) where no preliminary agreement for sale and purchase has been entered into in respect of the specified residential property, an agreement for sale and purchase in respect of the specified residential property.
- (2) The owner must not enter into the agreement for sale and purchase with any person unless that agreement contains the provisions set out in Schedule 5, 6 or 7 (as applicable in accordance with subsection (3))—
  - (a) with additional information inserted in accordance with the instructions specified in those provisions as printed in italics; and
  - (b) with deletions made in accordance with the instructions specified in those provisions as marked with an asterisk (\*), a gamma ( $\gamma$ ), a beta ( $\beta$ ), a theta ( $\theta$ ), a pi ( $\pi$ ), a sigma ( $\Sigma$ ), an omega ( $\Omega$ ) or a psi ( $\Psi$ ).
- (3) For the purposes of subsection (2), the agreement for sale and purchase—
  - (a) must contain the provisions set out in Schedule 5 in either of the following situations—

- (i) the development is an uncompleted development;
  - (ii) for a development divided into 2 or more phases, the phase of which the residential property forms part is an uncompleted phase;
- (b) must contain the provisions set out in Schedule 6 in either of the following situations—
  - (i) the development is a completed development pending compliance;
  - (ii) for a development divided into 2 or more phases, the phase of which the residential property forms part is a completed phase pending compliance; or
- (c) must contain the provisions set out in Schedule 7 in either of the following situations—
  - (i) the development is a completed development but is not a completed development pending compliance;
  - (ii) for a development divided into 2 or more phases, the phase of which the residential property forms part is a completed phase but is not a completed phase pending compliance.

**56. Provision supplementary to sections 54 and 55**

- (1) For the purposes of sections 54 and 55, a preliminary agreement for sale and purchase, or an agreement for sale and purchase, is to be regarded as having contained the provisions set out in Schedule 4, 5, 6 or 7 (as applicable) if—
  - (a) in the case of a preliminary agreement for sale and purchase, or an agreement for sale and purchase, in English, the preliminary agreement or the agreement contains the provisions set out in Part 1 of that Schedule;

- (b) in the case of a preliminary agreement for sale and purchase, or an agreement for sale and purchase, in Chinese, the preliminary agreement or the agreement contains the provisions set out in Part 2 of that Schedule; or
  - (c) in the case of a preliminary agreement for sale and purchase, or an agreement for sale and purchase, in English and Chinese, the preliminary agreement or the agreement contains the provisions set out in Parts 1 and 2 of that Schedule.
- (2) Where a preliminary agreement for sale and purchase, or an agreement for sale and purchase, contains a provision set out in Schedule 4, 5, 6 or 7 in compliance with section 54 or 55(2), the provision prevails over any other provision of the preliminary agreement or the agreement that is inconsistent with it.

**57. Offences relating to sections 54 and 55**

- (1) If section 54 or 55(2) is contravened, the owner commits an offence and is liable to a fine of \$500,000.
- (2) Section 54 or 55(2) is not to be regarded as having been contravened only because—
  - (a) when a provision set out in Schedule 4, 5, 6 or 7 is incorporated into a preliminary agreement for sale and purchase or an agreement for sale and purchase—
    - (i) the provision has been assigned as a schedule to that preliminary agreement or that agreement; or
    - (ii) the clause number of the provision has been reassigned; or
  - (b) a cross reference to that provision in another provision in that preliminary agreement or that agreement has been revised accordingly.

- (3) Subject to section 52(2), a contravention of section 54 or 55(2) does not affect the validity or enforceability of the preliminary agreement for sale and purchase or the agreement for sale and purchase.

## **Division 8—Register of Transactions**

### **58. Register of Transactions to be kept by vendor**

- (1) Subject to subsection (2), the vendor must keep for the purposes of section 60 one (and only one) register of transactions for the development.
- (2) If the development is divided into 2 or more phases, the vendor must keep for the purposes of section 60 one (and only one) register of transactions for each phase.
- (3) If subsection (1) or (2) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.

### **59. Contents of, and entries in, Register of Transactions**

- (1) The Register of Transactions for the development must, in relation to each residential property in the development that is a specified residential property on the first day on which the Register is required to be kept under section 58(1), set out the following information in the form specified by the Authority—
  - (a) a description of the residential property;
  - (b) a description of the parking space that is sold together with the residential property under one single preliminary agreement for sale and purchase or agreement for sale and purchase;
  - (c) the date of any preliminary agreement for sale and purchase to which subsection (2)(a) applies;
  - (d) the date of any agreement for sale and purchase to which subsection (2)(b) or (3) applies;

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- (e) the price of any transaction under the preliminary agreement mentioned in paragraph (c) or under the agreement mentioned in paragraph (d);
  - (f) the details and date of any revision of that price under section 35(2);
  - (g) the terms of payment (including any discount on the price, and any gift, or any financial advantage or benefit, made available in connection with the purchase);
  - (h) the date on which any agreement for sale and purchase to which subsection (2)(b) or (3) applies is terminated;
  - (i) whether the purchaser under the preliminary agreement mentioned in paragraph (c) or under the agreement mentioned in paragraph (d) is or is not a related party to the vendor.
- (2) If the owner enters into a preliminary agreement for sale and purchase with another person in respect of a specified residential property in the development—
- (a) the vendor must, within 24 hours after the owner enters into the preliminary agreement, enter in the Register of Transactions for the development the following particulars—
    - (i) a description of the residential property;
    - (ii) a description of the parking space that is sold together with the residential property under that preliminary agreement;
    - (iii) the date of that preliminary agreement;
    - (iv) the price of the transaction;
    - (v) the terms of payment (including any discount on the price, and any gift, or any financial advantage or benefit, made available in connection with the purchase);

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- (vi) whether the person is or is not a related party to the vendor;
  - (b) within 1 working day after the date on which the owner enters into an agreement for sale and purchase with that other person in respect of the residential property, the vendor—
    - (i) must enter the date of that agreement in the Register of Transactions for the development; and
    - (ii) if there is any change in the particulars of the transaction mentioned in paragraph (a)(vi), must revise the entry in the Register of Transactions; and
  - (c) where that other person has not entered into an agreement for sale and purchase with the owner in respect of the residential property within 5 working days after the date on which the preliminary agreement is entered into, the vendor must, on the 6th working day after that date, indicate that fact in the Register of Transactions for the development in relation to the residential property.
- (3) Within 1 working day after the date on which the owner enters into an agreement for sale and purchase in respect of a specified residential property in the development (for which property no preliminary agreement for sale and purchase has been entered into), the vendor must enter in the Register of Transactions for the development the following particulars—
- (a) a description of the residential property;
  - (b) a description of the parking space that is sold together with the residential property under that agreement;
  - (c) the date of that agreement;
  - (d) the price of the transaction;

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- (e) the terms of payment (including any discount on the price, and any gift, or any financial advantage or benefit, made available in connection with the purchase);
  - (f) whether the person is or is not a related party to the vendor.
- (4) Within 1 working day after the date on which the price of a residential property is revised under section 35(2), the vendor must enter the details and that date in the Register of Transactions for the development.
- (5) If an agreement for sale and purchase to which subsection (2)(b) or (3) applies is terminated, the vendor must, within 1 working day after the date of termination, enter that date in the Register of Transactions for the development.
- (6) If subsection (1), (2), (3), (4) or (5) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.
- (7) In this section, a person is a related party to a vendor if—
  - (a) where that vendor is a corporation, the person is—
    - (i) a director of that vendor, or a parent, spouse or child of such a director;
    - (ii) a manager of that vendor;
    - (iii) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
    - (iv) an associate corporation or holding company of that vendor;
    - (v) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
    - (vi) a manager of such an associate corporation or holding company;

- (b) where that vendor is an individual, the person is—
  - (i) a parent, spouse or child of that vendor; or
  - (ii) a private company of which such a parent, spouse or child is a director or shareholder; or
- (c) where that vendor is a partnership, the person is—
  - (i) a partner of that vendor, or a parent, spouse or child of such a partner; or
  - (ii) a private company of which such a partner, parent, spouse, child is a director or shareholder.

(8) In this section—

*manager* (經理) has the meaning given by section 2(1) of the Companies Ordinance (Cap. 32);

*private company* (私人公司) has the meaning given by section 29(1) of the Companies Ordinance (Cap. 32).

(9) This section applies only to a Register of Transactions that has been made available under section 60.

**60. Register of Transactions to be made available to general public**

- (1) On a date of the sale mentioned in section 14(1), the vendor must make the Register of Transactions for the development available for inspection by the general public free of charge at the place where the sale is to take place.
- (2) During the period specified in subsection (3), the vendor must make an electronic copy of the Register of Transactions available for inspection on the website designated by the vendor for the development for the purposes of this Part.



- (3) The period is one that begins on the date on which the Register of Transactions is first made available under subsection (1) and ends on the first day on which the first assignment of each residential property in relation to which section 59(1) applies has been registered in the Land Registry.
- (4) As soon as practicable after the vendor has made an entry into the Register of Transactions for the development under section 59(2), (3), (4) or (5), the vendor must provide an electronic copy of that Register of Transactions to the following for the purpose of the electronic database established under section 89(1)—
  - (a) if a public officer or person is delegated under section 89(2) with the power to establish and maintain that database, the public officer or person;
  - (b) if no public officer or person is so delegated, the Authority.
- (5) If subsection (1) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.
- (6) If subsection (2) or (4) is contravened, the vendor commits an offence and is liable to a fine at level 6.

**61. Purpose of Register of Transactions**

The purpose of the Register of Transactions for the development is to provide a member of the public with the transaction information relating to the development, as set out in the Register, for understanding the residential property market conditions in Hong Kong.

**62. Application of sections 59 and 60 in case of phased development**

If the development is divided into 2 or more phases, sections 59 and 60 apply to a Register of Transactions for the phase of which the residential property forms part as if a reference in those sections to the development were a reference to that phase.

## **Division 9—Exceptions and Additional Requirements**

**63. Exception: all residential properties in development or phase sold under single agreement etc.**

- (1) Divisions 2, 3, 4, 5, 6 and 7 do not apply in any of the 3 situations specified in subsections (2), (3) and (4).
- (2) The first situation is that all the residential properties in a multi-unit building in a development consisting of one or more multi-unit buildings but not houses (being specified residential properties)—
  - (a) are sold by the owner to the same person under a single preliminary agreement for sale and purchase or agreement for sale and purchase; or
  - (b) are offered by the owner to be sold to any other person on the condition that those residential properties will only be sold to the same person under a single preliminary agreement for sale and purchase or agreement for sale and purchase.
- (3) The second situation is that all the residential properties in a development consisting of houses but not multi-unit buildings (being specified residential properties)—
  - (a) are sold by the owner to the same person under a single preliminary agreement for sale and purchase or agreement for sale and purchase; or
  - (b) are offered by the owner to be sold to any other person on the condition that those residential properties will only be sold to the same person under a single preliminary agreement for sale and purchase or agreement for sale and purchase.
- (4) The third situation is that either or both of the residential properties specified in subsection (5)(a) and (b)—

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- (a) are sold by the owner to the same person under a single preliminary agreement for sale and purchase or agreement for sale and purchase; or
  - (b) are offered by the owner to be sold to any other person on the condition that those residential properties will only be sold to the same person under a single preliminary agreement for sale and purchase or agreement for sale and purchase.
- (5) The following are specified for the purposes of subsection (4)—
- (a) all the residential properties in a multi-unit building in a development consisting of one or more multi-unit buildings as well as houses (being specified residential properties);
  - (b) all the residential properties in the houses in such a development (being specified residential properties).
- (6) In the first, second or third situation, the fact that the residential properties are sold, or offered to be sold, with other properties in the development is not relevant. Subsection (1) does not operate to disapply Divisions 2, 3, 4, 5, 6 and 7 in the case of those other properties.
- (7) If the development is divided into 2 or more phases, a reference in this section to a development is a reference to a phase of the development.

**64. Exception: property sold or offered to be sold to associated entity**

Divisions 2, 3, 4, 5, 6 and 7 do not apply if—

- (a) the specified residential property is sold by a corporation or a specified body, or is offered by a corporation or a specified body to be sold, to an associate corporation, or a holding company, of the corporation or specified body; or

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- (b) the specified residential property is sold by an individual, or is offered by an individual to be sold, to an immediate family member of the individual.

**65. Exception: development constructed by Housing Authority**

Divisions 2, 3, 4, 5, 6, 7 and 8 do not apply if the development is constructed by the Housing Authority.

**66. Exception and additional requirement: property sold or offered to be sold to sitting tenant**

- (1) Divisions 3, 4, 5 and 6 do not apply in the situation specified in subsection (2).
- (2) The situation is that the specified residential property is sold by the owner, or is offered by the owner to be sold, to any other person—
  - (a) who holds that property under a tenancy (other than a Government lease); and
  - (b) who, as at the date of that property being sold or offered to be sold (as the case may be), has so held that property for a continuous period of at least one year.
- (3) Division 2 does not apply in the situation specified in subsection (2) if that other person agrees in writing that the Division does not apply.
- (4) In the situation specified in subsection (2), the vendor must, as soon as practicable after the property is offered to be sold to that other person, provide that other person with a single document (*vendor's information form*) printed within the previous 3 months.
- (5) The vendor's information form must set out the information required by Schedule 8.
- (6) The vendor's information form must state the date on which the document is printed.

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- (7) The information set out in the vendor's information form must be accurate as at the date on which that form is printed.
- (8) If subsection (4), (5), (6) or (7) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.

**67. Exception: property sold or offered to be sold by way of auction or tender**

Division 3 does not apply if the specified residential property is sold by the owner, or is offered by the owner to be sold, to any other person by way of auction or tender.

**68. Additional requirement: specified residential property in completed development**

- (1) If a specified residential property in a completed development, or a completed phase of a development, is offered by the owner to be sold to a person, the vendor must, as soon as practicable after the offer is made, provide the person with a single document (*vendor's information form*) printed within the previous 3 months.
  - (2) The vendor's information form must set out the information required by Schedule 8.
  - (3) The vendor's information form must state the date on which the document is printed.
  - (4) The information set out in the vendor's information form must be accurate as at the date on which that form is printed.
  - (5) The requirements under subsection (1), (2), (3) and (4) are in addition to any other requirements that apply by virtue of Division 2, 3, 5, 6, 7 or 8.
  - (6) If subsection (1), (2), (3) or (4) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.
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## **Part 3**

### **Advertisement of Specified Residential Property**

**69. Application of Part 3**

This Part applies to an advertisement purporting to promote the sale of any specified residential property.

**70. Advertisement must not contain false or misleading information**

(1) A person commits an offence if—

- (a) the person publishes an advertisement containing information that is false or misleading in a material particular or causes such an advertisement to be published; and
- (b) the person knows that, or is reckless as to whether, the information is false or misleading in the material particular.

(2) A person who commits an offence under subsection (1) is liable—

- (a) on conviction on indictment to a fine of \$5,000,000 and to imprisonment for 7 years; or
- (b) on summary conviction to a fine of \$1,000,000 and to imprisonment for 3 years.

**71. General requirements for advertisement**

(1) If an advertisement is published by the vendor or by another person with the consent of the vendor, the advertisement must state that fact.

- (2) In the case of an advertisement purporting to promote the sale of any specified residential property in an uncompleted development or a completed development pending compliance, the advertisement must state a date that is, to the best of the vendor's knowledge, the estimated material date for the development.
- (3) In the case of an advertisement purporting to promote the sale of any specified residential property in an uncompleted phase, or a completed phase pending compliance, of a development—
  - (a) subsection (2) does not apply; and
  - (b) the advertisement must state a date that is, to the best of the vendor's knowledge, the estimated material date for the phase.
- (4) An advertisement must not give information on the size or unit price of any specified residential property otherwise than by reference to the saleable area of that property.
- (5) If subsection (1) is contravened, the person who publishes the advertisement, or causes the advertisement to be published, commits an offence and is liable to a fine at level 6.
- (6) If subsection (2), (3)(b) or (4) is contravened, the person who publishes the advertisement, or causes the advertisement to be published, commits an offence and is liable to a fine of \$500,000.
- (7) In this section—

**unit price** (單位售價), in relation to any specified residential property, includes—

  - (a) the price of the property per square foot; and
  - (b) the price of the property per square metre.

**72. Advertisement must contain statement about sales brochure**

- (1) This section applies if the sales brochure for the development, or the sales brochure for the phase of which the specified residential property forms part, has been made available under section 25(1) at the time when the advertisement is published.
- (2) An advertisement comprising moving visual images—
  - (a) if the advertisement is solely or principally in English, must contain the statement specified in subsection (5);
  - (b) if the advertisement is solely or principally in Chinese, must contain the statement specified in subsection (6);  
or
  - (c) if the advertisement is in both English and Chinese and does not fall within paragraph (a) or (b), must contain the statements specified in subsections (5) and (6).
- (3) An advertisement comprising solely sound broadcasting—
  - (a) if the advertisement is solely or principally in English, must contain the statement specified in subsection (5);  
or
  - (b) if the advertisement is solely or principally in Cantonese, Putonghua or other Chinese dialect, must contain the statement in that language or dialect specified in subsection (6).
- (4) Any other advertisement must contain a notice to the effect that a prospective purchaser is advised to refer to the sales brochure for any information on the development or the phase.
- (5) The statement specified for the purposes of subsections (2)(a) and (c) and (3)(a) is—

“Please refer to the sales brochure for details.”



- (6) The statement specified for the purposes of subsections (2)(b) and (c) and (3)(b) is—  
“詳情請參閱售樓說明書。”.
- (7) If subsection (2), (3) or (4) is contravened, a person who publishes the advertisement, or causes the advertisement to be published, commits an offence and is liable to a fine at level 6.

**73. Additional requirements for printed advertisement**

- (1) This section applies to—
- (a) an advertisement in a newspaper;
  - (b) an advertisement by the display of posters, notices, signs, labels, showcards or goods; or
  - (c) an advertisement by the distribution of circulars, brochures, catalogues or any other materials.
- (2) An advertisement must state—
- (a) the district in which the development is situated, as stated in a plan relating to the development and specified in subsection (9);
  - (b) the name of the street at which the development is situated; and
  - (c) the street number allocated by the Commissioner of Rating and Valuation for the purpose of distinguishing the development.
- (3) An advertisement must state the names of the following—
- (a) the vendor, and if a vendor is a corporation, every holding company of that vendor;
  - (b) the authorized person for the development, and the firm or corporation of which an authorized person for the development is a proprietor, director or employee in his or her professional capacity;

- (c) the building contractor for the development;
  - (d) the firm of solicitors acting for the owner in relation to the sale of residential properties in the development;
  - (e) any authorized institution that has made a loan, or has undertaken to provide finance, for the construction of the development;
  - (f) any other person who has made a loan for the construction of the development.
- (4) An advertisement must, in the case of a specified NT development, state—
- (a) the period for which the authorized person for the development is appointed to supervise the construction of the development; and
  - (b) the period for which the building contractor for the development is appointed to construct the development.
- (5) An advertisement must state the address of the website designated or to be designated by the vendor for the development for the purposes of Part 2.
- (6) An advertisement must state the date on which it is printed.
- (7) If an advertisement contains a picture, image, drawing or sketch showing an artist's impression of the development or its surrounding area, the advertisement must contain a statement specified in section 74.
- (8) For a statement contained in an advertisement for the purposes of subsection (2), (5) or (7)—
- (a) if the size of the advertisement is not larger than 1 039 square centimetres—
    - (i) in the case of an English statement, the size of the letters or numbers must not be smaller than the size of the same letters or numbers in 10 point Times New Roman typeface; or

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- (ii) in the case of a Chinese statement, the size of the characters or numbers must not be smaller than the size of the same characters or numbers in 10 point “新細明體” typeface;
  - (b) if the size of the advertisement is larger than 1 039 square centimetres but is not larger than 2 077 square centimetres—
    - (i) in the case of an English statement, the size of the letters or numbers must not be smaller than the size of the same letters or numbers in 12 point Times New Roman typeface; or
    - (ii) in the case of a Chinese statement, the size of the characters or numbers must not be smaller than the size of the same characters or numbers in 12 point “新細明體” typeface;
  - (c) if the size of the advertisement is larger than 2 077 square centimetres but is not larger than 4 155 square centimetres—
    - (i) in the case of an English statement, the size of the letters or numbers must not be smaller than the size of the same letters or numbers in 16 point Times New Roman typeface; or
    - (ii) in the case of a Chinese statement, the size of the characters or numbers must not be smaller than the size of the same characters or numbers in 16 point “新細明體” typeface; or
  - (d) if the size of the advertisement is larger than 4 155 square centimetres, the letters, characters and numbers must occupy at least 3% of the area of the advertisement.
- (9) The plan specified for the purposes of subsection (2)(a) is—

- (a) the outline zoning plan or development permission area plan, whether in draft or approved form, prepared under the Town Planning Ordinance (Cap. 131); or
  - (b) a plan that, by virtue of section 25(7) of the Urban Renewal Authority Ordinance (Cap. 563), is deemed to be a draft plan prepared by the Town Planning Board for the purposes of the Town Planning Ordinance (Cap. 131).
- (10) In the case of an advertisement purporting to promote the sale of any specified residential property in a phase of a development, subsections (2)(b) and (c), (3), (5) and (7) apply to the advertisement as if a reference in those sections to the development were a reference to that phase.
- (11) If subsection (2) is contravened, a person who publishes the advertisement, or causes the advertisement to be published, commits an offence and is liable to a fine of \$500,000.
- (12) If subsection (3), (4), (5), (6), (7) or (8) is contravened, a person who publishes the advertisement, or causes the advertisement to be published, commits an offence and is liable to a fine at level 6.

**74. Provision supplementary to section 73(7)**

The statement specified for the purposes of section 73(7) is—

- (a) if the advertisement is solely or principally in English, the statement set out below—

“The photographs, images, drawings or sketches shown in this advertisement/promotional material represent an artist’s impression of the development concerned only. They are not drawn to scale and/or may have been edited and processed with computerized imaging techniques. Prospective purchasers should make reference to the sales brochure for details of the development. The vendor also advises prospective

purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.”;

- (b) if the advertisement is solely or principally in Chinese, the statement set out below—

“本廣告／宣傳資料內載列的相片、圖像、繪圖或素描顯示純屬畫家對有關發展項目之想像。有關相片、圖像、繪圖或素描並非按照比例繪畫及／或可能經過電腦修飾處理。準買家如欲了解發展項目的詳情，請參閱售樓說明書。賣方亦建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。”; or

- (c) if the advertisement is in both English and Chinese and does not fall within paragraph (a) or (b), the statement set out in paragraph (a) and the statement set out in paragraph (b).
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## **Part 4**

### **Misrepresentation, and Dissemination of False or Misleading Information etc.**

#### **75. Interpretation of Part 4**

- (1) For the purposes of this Part, a person makes a fraudulent misrepresentation—
  - (a) if the person makes a statement that, when it is made, is to the person's knowledge false, misleading or deceptive;
  - (b) if the person makes a promise that, when it is made—
    - (i) is to the person's knowledge incapable of being fulfilled; or
    - (ii) the person has no intention of fulfilling; or
  - (c) if—
    - (i) the person makes a statement; and
    - (ii) the person intentionally omits a material fact from the statement, with the result that the statement is rendered false, misleading or deceptive when it is made.
- (2) For the purposes of this Part, a person makes a reckless misrepresentation—
  - (a) if the person recklessly makes a statement that, when it is made, is false, misleading or deceptive;
  - (b) if the person recklessly makes a promise that, when it is made, is incapable of being fulfilled; or
  - (c) if—
    - (i) the person makes a statement; and

- (ii) the person recklessly omits a material fact from the statement, with the result that the statement is rendered false, misleading or deceptive when it is made.

**76. Misrepresentation: criminal liability**

- (1) A person commits an offence if the person makes a fraudulent misrepresentation or reckless misrepresentation for the purpose of inducing another person to purchase any specified residential property.
- (2) A person who commits an offence under subsection (1) is liable—
  - (a) on conviction on indictment to a fine of \$5,000,000 and to imprisonment for 7 years; or
  - (b) on summary conviction to a fine of \$1,000,000 and to imprisonment for 3 years.

**77. Misrepresentation: civil liability**

- (1) This section applies if a person makes a fraudulent misrepresentation or reckless misrepresentation by which another person is induced to purchase a specified residential property.
- (2) The person who makes the misrepresentation is liable to pay compensation by way of damages to the other person for any pecuniary loss that the other person has sustained as a result of the reliance by the other person on the misrepresentation. This subsection applies whether or not the person who makes the misrepresentation also incurs any other liability.
- (3) An action may be brought against a person under subsection (2) even though the person has not been charged with or convicted of an offence by reason of a contravention of section 76.
- (4) To avoid doubt, if—

- (a) a court has jurisdiction to determine an action brought under subsection (2); and
  - (b) apart from this section, the court has jurisdiction to entertain an application for an injunction,  
the court may grant an injunction in addition to, or in substitution for, damages, on such terms and conditions as it thinks fit.
- (5) This section does not affect, limit or diminish any rights conferred on a person, or any liability that a person may incur, under the common law rules or equitable principles or any other Ordinance.

**78. Dissemination of false or misleading information**

- (1) A person commits an offence—
  - (a) if the person disseminates, or authorizes or is concerned in the dissemination of, information that is likely to induce another person to purchase any specified residential property; and
  - (b) if—
    - (i) the information is false or misleading as to a material fact, and the person knows that, or is reckless as to whether, the information is false or misleading as to the material fact; or
    - (ii) the information is false or misleading through the omission of a material fact, and the person knows that, or is reckless as to whether, the information is false or misleading through the omission of the material fact.
- (2) A person who commits an offence under subsection (1) is liable—
  - (a) on conviction on indictment to a fine of \$5,000,000 and to imprisonment for 7 years; or



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(b) on summary conviction to a fine of \$1,000,000 and to imprisonment for 3 years.

(3) In this section—

*disseminate* (傳布) includes circulate or disclose.

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## **Part 5**

### **Defence Provisions, and Other Supplementary Provisions on Offences**

#### **Division 1—Defence of Reasonable Precautions and Due Diligence**

##### **79. Defence**

If a person is charged with an offence under Part 2 or 3 (other than section 70), it is a defence to prove that the person took all reasonable precautions and exercised all due diligence to avoid the commission of the offence by that person.

#### **Division 2—Defence for Offences in Relation to False or Misleading Information**

##### **80. Application and Interpretation of Division 2**

- (1) This Division applies in either of the 2 situations specified in subsections (2) and (3).
- (2) The first situation is where—
  - (a) a person is charged with an offence under section 78(1) for disseminating, or authorizing or being concerned in the dissemination, of false or misleading information; and
  - (b) the contravention took place by reason only of—
    - (i) an issue or reproduction of the information;
    - (ii) a re-transmission of the information; or
    - (iii) a live broadcast of the information.
- (3) The second situation is where—

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- (a) a person is charged with an offence under section 70 for publishing or causing to be published an advertisement containing information that is false or misleading in a material particular; and
  - (b) the contravention took place by reason only of—
    - (i) an issue or reproduction of the advertisement;
    - (ii) a re-transmission of the advertisement; or
    - (iii) a live broadcast of the advertisement.
- (4) In this Division, a reference to issuing materials (including information or advertisement)—
- (a) includes publishing, circulating, distributing or otherwise disseminating materials or their contents, whether—
    - (i) by any visit in person;
    - (ii) in a newspaper, magazine, journal or other publication;
    - (iii) by the display of posters or notices;
    - (iv) by means of circulars, brochures, pamphlets or handbills;
    - (v) by an exhibition of photographs or cinematograph films;
    - (vi) by any information system or other electronic device; or
    - (vii) by any other means, whether mechanically, electronically, magnetically, optically, manually or by any other medium, or by way of production or transmission of light, image or sound or any other medium; and
  - (b) also includes causing or authorizing materials to be issued.

**81. Defence: issue or reproduction of information or advertisement**

- (1) In the case of section 80(2)(b)(i) or (3)(b)(i), it is a defence to prove that—
  - (a) the issue or reproduction of the information or advertisement took place in the ordinary course of a business (whether or not carried on by the person charged with the offence), the principal purpose of which was issuing or reproducing materials provided by others;
  - (b) the person specified in subsection (2) did not devise the contents of the information or advertisement, either in whole or in part;
  - (c) the person specified in subsection (2) did not select, add to, modify or otherwise exercise control over the contents of the information or advertisement for the purpose of the issue or reproduction; and
  - (d) at the time of the issue or reproduction, the person charged with the offence did not know—
    - (i) for section 80(2)(b)(i), that the information was false or misleading as to a material fact or was false or misleading through the omission of a material fact; or
    - (ii) for section 80(3)(b)(i), that the information contained in the advertisement was false or misleading in a material particular.
- (2) The person specified for the purposes of subsection (1)(b) and (c) is—
  - (a) if the business was carried on by the person charged with the offence, that person or any officer, employee or agent of that person; or
  - (b) if the business was not carried on by the person charged with the offence, that person.

**82. Defence: re-transmission of information or advertisement**

- (1) In the case of section 80(2)(b)(ii) or (3)(b)(ii), it is a defence to prove that—
  - (a) the re-transmission of the information or advertisement took place in the ordinary course of a business (whether or not carried on by the person charged with the offence), the normal conduct of which involved the re-transmission of information to other persons within an information system or from one information system to another information system (wherever situated), whether directly or by facilitating the establishment of links between such other persons and third parties;
  - (b) the person specified in subsection (2) did not devise the contents of the information or advertisement, either in whole or in part;
  - (c) the person specified in subsection (2) did not select, add to, modify or otherwise exercise control over the contents of the information or advertisement for the purposes of the re-transmission;
  - (d) the re-transmission of the information or advertisement—
    - (i) was accompanied by a message to the effect specified in subsection (3); or
    - (ii) was effected following acknowledgment by the persons to whom it was re-transmitted of their understanding of the matter specified in subsection (3); and
  - (e) at the time of the re-transmission—
    - (i) the person charged with the offence did not know—

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- (A) for section 80(2)(b)(ii), that the information was false or misleading as to a material fact or was false or misleading through the omission of a material fact; or
    - (B) for section 80(3)(b)(ii), that the information contained in the advertisement was false or misleading in a material particular; or
  - (ii) the person charged with the offence knew that the information was so false or misleading, but—
    - (A) where the business was carried on by the person charged with the offence, in the circumstances of the case that person could not reasonably be expected to prevent the re-transmission; or
    - (B) where the business was not carried on by the person charged with the offence, in the circumstances of the case that person has taken all reasonable steps to bring the fact that the information was so false or misleading to the attention of a person in a position to take steps to cause the re-transmission to be prevented (even if the re-transmission in fact took place).
- (2) The person specified for the purposes of subsection (1)(b) and (c) is—
  - (a) if the business was carried on by the person charged with the offence, that person or any officer, employee or agent of that person; or
  - (b) if the business was not carried on by the person charged with the offence, that person.
- (3) The effect or matter specified for the purposes of subsection (1)(d) is that—

- (a) if the business was carried on by the person charged with the offence, that person or any officer, employee or agent of that person—
  - (i) did not devise the contents of the information or advertisement, either in whole or in part;
  - (ii) did not take responsibility for the information or advertisement; and
  - (iii) did not endorse the accuracy of the information or advertisement; or
- (b) if the business was not carried on by the person charged with the offence, the person who carried on the business or any officer, employee or agent of the person who carried on the business—
  - (i) did not devise the contents of the information or advertisement, either in whole or in part;
  - (ii) did not take responsibility for the information or advertisement; and
  - (iii) did not endorse the accuracy of the information or advertisement.

**83. Defence: live broadcast of information or advertisement**

- (1) In the case of section 80(2)(b)(iii) or (3)(b)(iii), it is a defence to prove that—
  - (a) the broadcast of the information or advertisement took place in the ordinary course of the business of a broadcaster (whether or not the person charged with the offence was the broadcaster);
  - (b) the person specified in subsection (2) did not devise the contents of the information or advertisement, either in whole or in part;

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- (c) the person specified in subsection (2) did not select, add to, modify or otherwise exercise control over the contents of the information or advertisement for the purposes of the broadcast;
- (d) either—
  - (i) where the person charged with the offence was the broadcaster, that person acted in accordance with the terms and conditions of the broadcasting licence (if any) held by that person, and with the broadcasting guidelines applicable to that person as a broadcaster, in relation to the broadcast; or
  - (ii) where the person charged with the offence was not the broadcaster, that person believed and had reasonable grounds to believe that another person who was the broadcaster acted in accordance with the terms and conditions of the broadcasting licence (if any), and with the broadcasting guidelines applicable to that other person as a broadcaster, in relation to the broadcast; and
- (e) at the time of the broadcast—
  - (i) the person charged with the offence did not know—
    - (A) for section 80(2)(b)(iii), that the information was false or misleading as to a material fact or was false or misleading through the omission of a material fact; or
    - (B) for section 80(3)(b)(iii), that the information contained in the advertisement was false or misleading in a material particular; or
  - (ii) the person charged with the offence knew that the information was so false or misleading, but—



- (A) where the person charged with the offence was the broadcaster, in the circumstances of the case that person could not reasonably be expected to prevent the broadcast; or
  - (B) where the person charged with the offence was not the broadcaster, in the circumstances of the case that person has taken all reasonable steps to bring the fact that the information was so false or misleading to the attention of a person in a position to take steps to cause the broadcast to be prevented (even if the broadcast in fact took place).
- (2) The person specified for the purposes of subsection (1)(b) or (c) is—
- (a) if the person charged with the offence was the broadcaster, that person or any officer, employee or agent of that person; or
  - (b) if the person charged with the offence was not the broadcaster, that person.
- (3) In this section—

***broadcasting guidelines*** (廣播指引) means guidelines or codes of practice (however described) issued under or pursuant to the Telecommunications Ordinance (Cap. 106) or the Broadcasting Ordinance (Cap. 562);

***broadcasting licence*** (廣播牌照), in relation to a person, means the licence by which the person became entitled to broadcast as a broadcaster.

### **Division 3—Other Supplementary Provisions on Offences**

#### **84. Liability of officers etc. for offence committed by corporation or specified body**

- (1) This section applies if—

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- (a) a corporation or specified body commits an offence under this Ordinance; and
  - (b) it is proved that—
    - (i) the commission of the offence was aided, abetted, counselled, procured or induced—
      - (A) by an officer of the corporation or specified body, or of a holding company of the corporation or specified body; or
      - (B) by a person purporting to act as such an officer; or
    - (ii) the offence was committed with the consent or connivance of, or was attributable to any recklessness on the part of, such an officer or a person purporting to act as such an officer.
- (2) The officer or the person purporting so to act, as well as the corporation or specified body—
- (a) commits the offence; and
  - (b) is liable to be proceeded against and punished accordingly.
- (3) In this section—
- officer*** (高級人員)—
- (a) in relation to a company as defined by section 2(1) of the Companies Ordinance (Cap. 32), means—
    - (i) a director or secretary of the company; or
    - (ii) a manager of the company, as defined by that section 2(1); or
  - (b) in relation to a company incorporated outside Hong Kong or a specified body—
    - (i) means a director, secretary or manager of the company or specified body; and

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- (ii) includes any person who occupies the position of director, secretary or manager (by whatever name called) in the company or specified body.

**85. Time limit for prosecution**

Despite section 26 of the Magistrates Ordinance (Cap. 227), proceedings in respect of an offence under this Ordinance, other than an indictable offence, may be brought within 3 years after the commission of the offence.

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## **Part 6**

### **Administrative and Miscellaneous Provisions**

#### **Division 1—Administration**

##### **86. Appointment of Authority**

(1) The Secretary—

- (a) may appoint a public officer to be the authority for the purposes of this Ordinance; and
- (b) may appoint other public officers to assist the Authority in the performance of the Authority's functions.

(2) An appointment under subsection (1) is to be notified in the Gazette.

##### **87. Functions of Authority**

The functions of the Authority are—

- (a) to administer the provisions of this Ordinance;
- (b) to supervise compliance with Parts 2, 3 and 4;
- (c) to educate the public on any matter relating to the provisions of this Ordinance; and
- (d) to perform other functions conferred on the Authority by or under this Ordinance or any other enactment.

##### **88. Authority may issue guidelines**

(1) The Authority may issue guidelines—

- (a) indicating the manner in which the Authority proposes to perform any function or exercise any power; or
- (b) providing guidance on the operation of any provision of this Ordinance.

- (2) The Authority—
  - (a) must publish the guidelines in a manner appropriate to bring them to the notice of persons affected by them; and
  - (b) must make copies of the guidelines available to the public (in hard copy form or electronic form).
- (3) Guidelines issued under this section are not subsidiary legislation.
- (4) The Authority may amend or revoke any of the guidelines. Subsections (2) and (3) apply to an amendment or revocation of guidelines in the same way as they apply to the guidelines.
- (5) A person does not incur any civil or criminal liability only because the person has contravened any of the guidelines. However, if, in any legal proceedings, the court is satisfied that a guideline is relevant to determining a matter that is in issue—
  - (a) the guideline is admissible in evidence in the proceedings; and
  - (b) proof that the person contravened or did not contravene the guideline may be relied on by any party to the proceedings as tending to establish or negate the matter.

**89. Electronic database for information about residential properties**

- (1) The Authority may establish and maintain an electronic database of—
  - (a) information and statistics on the residential property market in Hong Kong; and
  - (b) information and statistics on any development situated in Hong Kong (other than a development that falls within section 10(3) or (5)).

- (2) The Authority may delegate, in writing, to a public officer, or any person whom the Authority thinks fit, the power given to the Authority under subsection (1).

**90. Directions by Secretary for Transport and Housing**

- (1) The Secretary may give directions to the Authority or a public officer appointed under section 86(1)(b), either generally or in a particular case, with respect to the performance of the functions, or the exercise of the powers, of the Authority or public officer (as the case may be).
- (2) If a direction is given to the Authority or a public officer under subsection (1), the Authority or public officer must comply with the direction.

**Division 2—Investigation by Authority**

**91. Investigation powers for suspected contravention**

- (1) If the Authority has reasonable cause to believe that a person may have contravened a provision of this Ordinance, the Authority, or a public officer appointed under section 86(1)(b), may exercise the powers under this section for the purpose of investigating the contravention or the question whether or not there has been such a contravention.
- (2) The Authority or public officer may, in writing, require a person specified in subsection (3)—
  - (a) to produce, within the time and at the place specified in the requirement, any record or document specified in the requirement—
    - (i) that is or may be relevant to any matter under investigation; and
    - (ii) that is in the person's possession;

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- (b) to attend before the Authority or officer at the time and place specified in the requirement, and answer any question relating to any matter under investigation that the Authority or officer may raise with the person;
  - (c) to respond to any written question relating to any matter under investigation that the Authority or officer may raise with the person; or
  - (d) to give the Authority or officer any assistance in connection with the investigation that the person is reasonably able to give.
- (3) The person specified for the purposes of subsection (2) is—
  - (a) a person whom the Authority has reasonable cause to believe may have contravened a provision of this Ordinance; or
  - (b) a person whom the Authority or officer has reasonable cause to believe—
    - (i) to be in possession of any record or document that contains, or that is likely to contain, information relevant to any matter under investigation; or
    - (ii) to be otherwise in possession of such information.
- (4) If a person produces a record or document in compliance with a requirement imposed under subsection (2)(a), the Authority or officer may require the person to give an explanation or further particulars in respect of the record or document.
- (5) If a person gives any answer, response, explanation or particulars in compliance with a requirement imposed under subsection (2) or (4), the Authority or officer may, in writing, require the person to verify within the time specified in the requirement, the answer, response, explanation or particulars by a statutory declaration.

- (6) If, for the reason that the information concerned is not within the person's knowledge or possession, a person does not give any answer, response, explanation or particulars in compliance with a requirement imposed under subsection (2) or (4), the Authority or officer may, in writing, require the person to verify, within the time specified in the requirement, that reason and fact by a statutory declaration.
- (7) The Authority or a public officer appointed under section 86(1)(b) may not require an authorized institution to produce any record or document, or disclose any information, relating to the affairs of a customer of the institution under this section unless—
  - (a) the customer is a person whom the Authority or public officer has reasonable cause to believe may be able to give information relevant to the investigation; and
  - (b) the Authority or public officer is satisfied, and certifies in writing that the Authority or officer is satisfied, that the production or disclosure is necessary for the purpose of the investigation.
- (8) The Authority or a public officer appointed under section 86(1)(b) may not require a person to produce any record or document, or disclose any information, that the person would on grounds of legal professional privilege be entitled to refuse to produce or disclose.

**92. Offences relating to section 91**

- (1) A person commits an offence if the person, without reasonable excuse, fails to comply with a specified requirement imposed on the person.
- (2) A person commits an offence if the person, with intent to defraud, fails to comply with a specified requirement imposed on the person.
- (3) A person commits an offence if—



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- (a) in purported compliance with a specified requirement imposed on the person, the person produces any record or document, or gives an answer or response, or gives any explanation or particulars, that are false or misleading in a material respect; and
  - (b) the person knows that, or is reckless as to whether, the record or document, or the answer or response, or the explanation or particulars, are false or misleading in a material respect.
- (4) A person commits an offence if, in purported compliance with a specified requirement imposed on the person, the person, with intent to defraud, produces any record or document, or gives an answer or response, or gives any explanation or particulars, that are false or misleading in a material respect.
- (5) A person commits an offence if, being an officer or employee of a corporation, the person, with intent to defraud—
  - (a) causes or allows the corporation to fail to comply with a specified requirement imposed on the corporation; or
  - (b) causes or allows the corporation, in purported compliance with a specified requirement imposed on the corporation, to produce any record or document, or give an answer or response, or give any explanation or particulars, that are false or misleading in a material respect.
- (6) A person is not excused from complying with a specified requirement imposed on the person only on the ground that to do so might tend to incriminate the person.
- (7) A person who commits an offence under subsection (1) is liable to a fine of \$500,000 and to imprisonment for 6 months.

- (8) A person who commits an offence under subsection (2), (3), (4) or (5) is liable—
  - (a) on conviction on indictment to a fine of \$5,000,000 and to imprisonment for 7 years; or
  - (b) on summary conviction to a fine of \$1,000,000 and to imprisonment for 3 years.

- (9) In this section—

*specified requirement* (指明要求) means a requirement imposed under section 91.

**93. Confidentiality of matter or information obtained in investigation**

- (1) Except in the performance of any function under this Ordinance, the Authority or a public officer appointed under section 86(1)(b) must maintain confidentiality in respect of any matter or information produced or given for the purpose of an investigation under section 91.
- (2) Subsection (1) does not prevent—
  - (a) the disclosure of information that has already been made available to the public;
  - (b) the disclosure of information for the purpose of any criminal proceedings in Hong Kong or an investigation conducted with a view to bringing any such proceedings;
  - (c) the disclosure of information in connection with any judicial or other proceedings to which the Authority is a party; or
  - (d) the disclosure of information in accordance with an order of a court, magistrate or tribunal, or in accordance with a law or a requirement made under a law.

**94. Use of incriminating evidence in proceedings**

- (1) If the Authority, or a public officer appointed under section 86(1)(b), requires a person to give an answer or response to any question, or to give an explanation or further particulars, under section 91, the Authority or officer must ensure that the person has first been informed or reminded of the limitations imposed by subsection (2) on the admissibility in evidence of—
  - (a) the requirement; and
  - (b) the question and the answer or response, or the explanation or particulars.
- (2) Despite anything in this Part, if—
  - (a) the Authority, or a public officer appointed under section 86(1)(b), requires a person to give an answer or response to any question, or to give an explanation or further particulars, under section 91; and
  - (b) the answer or response, or the explanation or particulars, might tend to incriminate the person, and the person so claims before giving the answer or response or giving the explanation or particulars,  
the requirement, as well as the question and the answer or response, or the explanation or particulars, are not admissible in evidence against the person in criminal proceedings in a court of law other than those specified in subsection (3).
- (3) The criminal proceedings are those in which the person is charged with an offence under section 92(1), (2), (3), (4) or (5), or under Part V of the Crimes Ordinance (Cap. 200), or for perjury, in respect of the answer or response, or the explanation or particulars.

### **Division 3—Other Miscellaneous Provisions**

#### **95. Amendment of Schedules**

The Secretary may, by notice published in the Gazette, amend Schedule 1, 2, 3, 4, 5, 6, 7 or 8.

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## **Schedule 1**

[ss. 7, 19, 21, 28,  
48, 49 & 95]

### **Information in Sales Brochure**

#### **Part 1**

#### **Detailed Requirements for Specific Information Required to be Set Out (See Section 19(2))**

##### **1. Information on the development**

- (1) The sales brochure must set out the information specified in section 19(2)(a) in compliance with this section.
- (2) The sales brochure must state—
  - (a) the name of the street at which the development is situated; and
  - (b) the street number allocated by the Commissioner of Rating and Valuation for the purpose of distinguishing the development.
- (3) If the development consists of one or more multi-unit buildings, the sales brochure must state—
  - (a) the total number of storeys of each multi-unit building;
  - (b) the floor numbering in each multi-unit building as provided in the approved building plans for the development;
  - (c) the omitted floor numbers in each multi-unit building in which the floor numbering is not in consecutive order; and
  - (d) the refuge floors (if any) of each multi-unit building.

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- (4) If the development consists of houses, the sales brochure must state—
  - (a) the total number of houses;
  - (b) the house numbering as provided in the approved building plans for the development; and
  - (c) (where the house numbering is not in consecutive order) the omitted house numbers.
- (5) If the development is an uncompleted development, the sales brochure—
  - (a) must state the estimated material date for the development, as provided by the authorized person for the development;
  - (b) must state that the estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase; and
  - (c) must state that for the purpose of the agreement for sale and purchase—
    - (i) where, under the land grant, the consent of the Director of Lands is required to be given for the sale and purchase, without limiting any other means by which the completion of the development may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the development has been completed or is deemed to be completed (as the case may be); or
    - (ii) where, under the land grant, the consent of the Director of Lands is not required to be given for the sale and purchase—
      - (A) in the case of a specified NT development, the development is deemed to be completed on the date on which a letter is issued by the Director of Lands confirming that the

Director of Lands has no objection to every building in the development being occupied; or

(B) in any other case, the development is deemed to be completed on the date on which an occupation permit for every building in the development is issued.

- (6) If the development is a completed development pending compliance, the sales brochure—
- (a) must state the estimated material date for the development, as provided by the authorized person for the development;
  - (b) must state that the estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase; and
  - (c) must state that for the purpose of the agreement for sale and purchase, without limiting any other means by which the completion of the development may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the development has been completed or is deemed to be completed (as the case may be).

**2. Information on vendor and others involved in the development**

- (1) The sales brochure must set out the information specified in section 19(2)(b) in compliance with this section.
- (2) The sales brochure must state the names of the following—
  - (a) the vendor, and if a vendor is a corporation, every holding company of that vendor;
  - (b) the authorized person for the development, and the firm or corporation of which an authorized person for the development is a proprietor, director or employee in his or her professional capacity;

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- (c) the building contractor for the development;
  - (d) the firm of solicitors acting for the owner in relation to the sale of residential properties in the development;
  - (e) any authorized institution that has made a loan, or has undertaken to provide finance, for the construction of the development;
  - (f) any other person who has made a loan for the construction of the development.
- (3) The sales brochure must, in the case of a specified NT development, state—
- (a) the period for which the authorized person for the development is appointed to supervise the construction of the development; and
  - (b) the period for which the building contractor for the development is appointed to construct the development.

**3. Relationship between parties involved in the development**

- (1) The sales brochure must set out the information specified in section 19(2)(c) in compliance with this section.
- (2) The sales brochure must state each of the following facts (if they exist)—
  - (a) the vendor or a building contractor for the development is an individual, and that vendor or contractor is an immediate family member of an authorized person for the development;
  - (b) the vendor or a building contractor for the development is a partnership, and a partner of that vendor or contractor is an immediate family member of such an authorized person;



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- (c) the vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of such an authorized person;
- (d) the vendor or a building contractor for the development is an individual, and that vendor or contractor is an immediate family member of an associate of such an authorized person;
- (e) the vendor or a building contractor for the development is a partnership, and a partner of that vendor or contractor is an immediate family member of an associate of such an authorized person;
- (f) the vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of an associate of such an authorized person;
- (g) the vendor or a building contractor for the development is an individual, and that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the development;
- (h) the vendor or a building contractor for the development is a partnership, and a partner of that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the development;
- (i) the vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of a proprietor of such a firm of solicitors.

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- (3) For the purposes of subsection (2)—
- (a) the sales brochure must also—
    - (i) in the case of subsection (2)(a), (b), (c), (d), (e) or (f), state the name of the authorized person; or
    - (ii) in the case of subsection (2)(g), (h) or (i), state the name of the firm of solicitors;
  - (b) the sales brochure is not required to state whether the authorized person, associate or proprietor is—
    - (i) a spouse;
    - (ii) a parent;
    - (iii) a child;
    - (iv) a sibling;
    - (v) a grandparent; or
    - (vi) a grandchild,  
of the vendor, contractor, partner, director or secretary; and
  - (c) the sales brochure is not required, in the case of subsection (2)(c), (f) or (i), to state the name of the director or secretary.
- (4) The sales brochure must state each of the following facts (if they exist)—
- (a) the vendor, a holding company of the vendor, or a building contractor for the development, is a private company, and an authorized person for the development, or an associate of such an authorized person, holds at least 10% of the issued shares in that vendor, holding company or contractor;

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- (b) the vendor, a holding company of the vendor, or a building contractor for the development, is a listed company, and such an authorized person, or such an associate, holds at least 1% of the issued shares in that vendor, holding company or contractor;
- (c) the vendor or a building contractor for the development is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor;
- (d) the vendor or a building contractor for the development is a partnership, and such an authorized person, or such an associate, is an employee of that vendor or contractor;
- (e) the vendor, a holding company of the vendor, or a building contractor for the development, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the development holds at least 10% of the issued shares in that vendor, holding company or contractor;
- (f) the vendor, a holding company of the vendor, or a building contractor for the development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor, holding company or contractor;
- (g) the vendor or a building contractor for the development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor;
- (h) the vendor or a building contractor for the development is a partnership, and a proprietor of such a firm of solicitors is an employee of that vendor or contractor;

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- (i) the vendor or a building contractor for the development is a corporation, and the corporation of which an authorized person for the development is a director or employee in his or her professional capacity is an associate corporation of that vendor or contractor or of a holding company of that vendor;
- (j) the vendor or a building contractor for the development is a corporation, and that contractor is an associate corporation of that vendor or of a holding company of that vendor.
- (5) For the purposes of subsection (4)—
- (a) the sales brochure must also—
- (i) in the case of subsection (4)(a), (b), (c) or (d), state the name of the authorized person; or
- (ii) in the case of subsection (4)(e), (f), (g) or (h), state the name of the firm of solicitors; and
- (b) the sales brochure is not required, in the case of subsection (4)(a), (b), (e) or (f), to state the percentage or amount of share holding.
- (6) In this section—
- associate** (有聯繫人士), in relation to an authorized person, means—
- (a) a proprietor of the firm of which the authorized person is a proprietor in his or her professional capacity; or
- (b) a director of the corporation of which the authorized person is a director in his or her professional capacity;
- listed company** (上市公司) has the meaning given by section 2(1) of the Companies Ordinance (Cap. 32);
- private company** (私人公司) has the meaning given by section 29(1) of the Companies Ordinance (Cap. 32).

**4. Information on design of the development**

- (1) The sales brochure must set out the information specified in section 19(2)(d) in compliance with this section.
- (2) The sales brochure must state—
  - (a) for a completed development, whether there are any non-structural prefabricated external walls, or any curtain walls, forming part of the enclosing walls; or
  - (b) for an uncompleted development, whether there will be any such non-structural prefabricated external walls or curtain walls.
- (3) If there are or will be (as applicable) non-structural prefabricated external walls forming part of the enclosing walls, the sales brochure must state—
  - (a) the range of thickness of the non-structural prefabricated external walls of each block; and
  - (b) the total area of the non-structural prefabricated external walls of each residential property.
- (4) If there are or will be (as applicable) curtain walls forming part of the enclosing walls, the sales brochure must state—
  - (a) the range of thickness of the curtain walls of each building; and
  - (b) the total area of the curtain walls of each residential property.

**5. Information on property management**

- (1) The sales brochure must set out the information specified in section 19(2)(e) in compliance with this section.
- (2) The sales brochure must state the identity of—
  - (a) for an uncompleted development, the person appointed as the manager of the development under the latest draft deed of mutual covenant; or

- (b) for a completed development, the person appointed as the manager of the development under—
  - (i) the deed of mutual covenant that has been executed; or
  - (ii) the latest draft deed of mutual covenant as at the date on which the sales brochure is printed.

**6. Location plan of the development**

- (1) The sales brochure must set out the information specified in section 19(2)(f) in compliance with this section.
- (2) The location plan—
  - (a) must be at least 16 centimetres in length and 16 centimetres in width—
    - (i) with the size of the letters or numbers of the legends in English for that plan not smaller than the size of the same letters or numbers in 10 point Times New Roman typeface; and
    - (ii) with the size of the characters or numbers of the legends in Chinese for that plan not smaller than the size of the same characters or numbers in 10 point “新細明體” typeface; and
  - (b) must show—
    - (i) the location of the development;
    - (ii) the name of every street that is situated within 250 metres from the boundary of the development; and
    - (iii) every building, facility or structure (if any) specified in subsection (4) that is situated within 250 metres from the boundary of the development.
- (3) The location plan must have the scale to which it is drawn marked on that plan.

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- (4) The building, facility or structure is one the principal use of which is the following—
- (a) a crematorium;
  - (b) a columbarium;
  - (c) a mortuary;
  - (d) a slaughterhouse;
  - (e) a bus depot;
  - (f) a railway depot;
  - (g) a ventilation shaft for the Mass Transit Railway;
  - (h) a library;
  - (i) a museum;
  - (j) a barrack;
  - (k) a cargo working area;
  - (l) a petrol filling station;
  - (m) a LPG filling station;
  - (n) an oil depot;
  - (o) an aviation fuel depot;
  - (p) a marine fuel depot;
  - (q) sewage treatment works and facilities;
  - (r) landfills (including ex-landfills);
  - (s) a landfill gas flaring plant;
  - (t) a power plant (including electricity sub-stations);
  - (u) a pylon;
  - (v) a correctional institution (including a prison);
  - (w) an addiction treatment centre;
  - (x) a helicopter landing pad;
  - (y) a clinic;

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- (z) a fire station;
- (za) an ambulance depot;
- (zb) a funeral parlour;
- (zc) a cemetery;
- (zd) judicial facilities (including a court and a magistracy);
- (ze) a refuse collection point;
- (zf) a hospital;
- (zg) a market (including a wet market and a wholesale market);
- (zh) a police station;
- (zi) a public carpark (including a lorry park);
- (zj) a public convenience;
- (zk) a public transport terminal (including a rail station);
- (zl) a public utility installation;
- (zm) a religious institution (including a church, a temple and a Tsz Tong);
- (zn) a school (including a kindergarten);
- (zo) social welfare facilities (including an elderly centre and a home for the mentally disabled);
- (zp) sports facilities (including a sports ground and a swimming pool);
- (zq) a public park.

### **7. Aerial photograph of the development**

- (1) The sales brochure must set out the information specified in section 19(2)(g) in compliance with this section.



- (2) The aerial photograph of the development must be the latest one as at the date on which the sales brochure is printed, as taken by the Survey and Mapping Office of the Lands Department at a flying height below 7 000 feet.
- (3) The aerial photograph of the development—
  - (a) must be at least 16 centimetres in length and 16 centimetres in width; and
  - (b) must show the development and the surrounding area within 250 metres from the boundary of the development.

**8. Outline zoning plan etc. relating to the development**

- (1) The sales brochure must set out the information specified in section 19(2)(h) in compliance with this section.
- (2) The outline zoning plan or development permission area plan, or the plan deemed to be a draft plan—
  - (a) must be at least 16 centimetres in length and 16 centimetres in width—
    - (i) with the size of the letters or numbers of the legends in English for that plan not smaller than the size of the same letters or numbers in 10 point Times New Roman typeface; and
    - (ii) with the size of the characters or numbers of the legends in Chinese for that plan not smaller than the size of the same characters or numbers in 10 point “新細明體” typeface; and
  - (b) must show the existing and proposed uses of all land situated within 500 metres from the boundary of the development.

**9. Layout plan of the development**

- (1) The sales brochure must set out the information specified in section 19(2)(i) in compliance with this section.

- (2) The layout plan—
  - (a) must have the scale to which it is drawn marked on that plan;
  - (b) must show the location and layouts of the buildings, the open areas, the facilities, and the undeveloped land (with the intended use), within the boundary of the development; and
  - (c) if any of the buildings or facilities are not yet completed, must state the estimated date of completion of these buildings or facilities, as provided by the authorized person for the development.

**10. Floor plans of residential properties in the development**

- (1) The sales brochure must set out the information specified in section 19(2)(j) in compliance with this section.
- (2) Each of the floor plans of the residential properties in the development—
  - (a) must be drawn to a scale of at least 1:200 and has that scale marked on the plan;
  - (b) must show the dimensions of the furniture (if any) shown on the plan;
  - (c) must state the following as provided in the approved building plans for the development—
    - (i) the thickness of the floor slabs (excluding plaster) of each residential property;
    - (ii) the floor-to-floor height of each residential property;
  - (d) must state the following—
    - (i) the external dimensions of each residential property;
    - (ii) the internal dimensions of each residential property;

- (iii) the thickness of the internal partitions of each residential property;
  - (iv) the external dimensions of individual compartments in each residential property; and
  - (e) must state that the internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
- (3) For the purposes of subsection (2)(d), if any information required by that subsection is provided in the approved building plans for the development, a floor plan must state the information as so provided.

**11. Area of residential properties in the development**

- (1) The sales brochure must set out the information specified in section 19(2)(k) in compliance with this section.
- (2) The sales brochure must set out the following information in relation to each residential property in the development in the form specified by the Authority—
  - (a) the saleable area of the residential property;
  - (b) the floor area of every one of the following to the extent that it forms part of the residential property—
    - (i) a balcony;
    - (ii) a utility platform;
    - (iii) a verandah;
  - (c) the area of every one of the items specified in Part 1 of Schedule 2 to the extent that it forms part of the residential property.
- (3) The sales brochure must state—

- (a) that the saleable area under subsection (2)(a), and the floor area under subsection (2)(b), are calculated in accordance with section 8; and
  - (b) that the area under subsection (2)(c) is calculated in accordance with Part 2 of Schedule 2.
- (4) An area under subsection (2) must be set out in square feet and in square metres.

**12. Floor plans of parking spaces in the development**

- (1) The sales brochure must set out the information specified in section 19(2)(l) in compliance with this section.
- (2) Each of the floor plans of the parking spaces in the development—
  - (a) must show the location of the parking spaces;
  - (b) must state the number of the parking spaces; and
  - (c) must state the dimensions and area of each of the parking spaces.

**13. Summary of preliminary agreement for sale and purchase**

- (1) The sales brochure must set out the information specified in section 19(2)(m) in compliance with this section.
- (2) The sales brochure must contain a summary of the provisions of the preliminary agreement for sale and purchase that deal with the following matters—
  - (a) that a preliminary deposit of 5% is payable on the signing of that preliminary agreement;
  - (b) that the preliminary deposit paid by the purchaser on the signing of that preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders;

- (c) that if the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement—
  - (i) that preliminary agreement is terminated;
  - (ii) the preliminary deposit is forfeited; and
  - (iii) the owner does not have any further claim against the purchaser for the failure.

**14. Summary of deed of mutual covenant**

- (1) The sales brochure must set out the information specified in section 19(2)(n) in compliance with this section.
- (2) The sales brochure must contain a summary of the provisions of the draft deed of mutual covenant or the deed of mutual covenant, as applicable, that deal with the following matters—
  - (a) the common parts of the development;
  - (b) the number of undivided shares assigned to each residential property in the development;
  - (c) the term of years for which the manager of the development is appointed;
  - (d) the basis on which the management expenses are shared among the owners of the residential properties in the development;
  - (e) the basis on which the management fee deposit is fixed;
  - (f) the area (if any) in the development retained by the owner for that owner's own use.

**15. Summary of land grant**

- (1) The sales brochure must set out the information specified in section 19(2)(o) in compliance with this section.

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- (2) The sales brochure must contain a summary of the provisions of the land grant concerning the following—
- (a) the lot number of the land on which the development is situated;
  - (b) the term of years under the lease;
  - (c) the user restrictions applicable to that land;
  - (d) the facilities that are required to be constructed and provided for the Government, or for public use;
  - (e) the grantee's obligations to lay, form or landscape any areas, or to construct or maintain any structures or facilities, within or outside that land;
  - (f) the lease conditions that are onerous to a purchaser.

**16. Information on public facilities and public open spaces**

- (1) The sales brochure must set out the information specified in section 19(2)(p) in compliance with this section.
- (2) The sales brochure—
  - (a) must contain a description of any facilities that are required under the land grant to be constructed and provided for the Government, or for public use;
  - (b) must contain a description of any facilities that are required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the development;
  - (c) must set out the size of any open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the development; and

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- (d) must contain a description of any part of the land (on which the development is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulations (Cap. 123 sub. leg. F).
- (3) The sales brochure must set out a plan—
  - (a) that shows the location of those facilities and open spaces, and those parts of the land, mentioned in subsection (2) as far as it is practicable to do so; and
  - (b) that has those facilities and open spaces, and those parts of the land, coloured or shaded in the same colour, format or pattern (as applicable) as in the land grant or the deed of dedication (as the case may be).
- (4) The sales brochure must, in relation to any of those facilities and open spaces, and those parts of the land, mentioned in subsection (2) that are for public use, state that the general public has the right to use the facilities or open spaces, or the parts of the land, in accordance with the land grant or the deed of dedication (as the case may be).
- (5) The sales brochure must, in relation to any of those facilities and open spaces mentioned in subsection (2)(b) or (c), state—
  - (a) that the facilities or open spaces are required to be managed, operated or maintained at the expense of the owners of the residential properties in the development; and
  - (b) that those owners are required to meet a proportion of the expense of managing, operating or maintaining the facilities or open spaces through the management expenses apportioned to the residential properties concerned.

- (6) The sales brochure must set out the provisions of the land grant and the deed of dedication, and of every deed of mutual covenant in respect of the specified residential property, that concern those facilities and open spaces, and those parts of the land, mentioned in subsection (2).

## **Part 2**

### **Additional Information Required to be Set Out (See Section 19(3))**

#### **17. Warning to purchasers**

- (1) The sales brochure must recommend the purchaser to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
- (2) The sales brochure must state—
- (a) that if the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser;
  - (b) that if the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser—
    - (i) that firm may not be able to protect the purchaser's interests; and
    - (ii) the purchaser may have to instruct a separate firm of solicitors; and



- (c) that in the case of paragraph (b)(ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

**18. Cross-section plan of building in the development**

The sales brochure must, in relation to every building in the development, set out a plan showing—

- (a) a cross-section of the building in relation to every street adjacent to the building; and
- (b) the level of every such street in relation to a known datum and to the level of the lowest residential floor of the building.

**19. Elevation plan**

- (1) The sales brochure must set out a plan showing all elevations of the development.
- (2) The plan showing the elevations must be in colour.
- (3) The plan showing the elevations must be certified by the authorized person for the development that the elevations—
  - (a) are prepared on the basis of the approved building plans for the development as of a date specified by the authorized person; and
  - (b) are in general accordance with the outward appearance of the development.

**20. Information on common facilities in the development**

- (1) The sales brochure must set out the area, in both square feet and square metres, of every one of the following (if any)—

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- (a) a residents' clubhouse (including any recreational facilities for residents' use);
  - (b) a communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the development (whether known as a communal sky garden or otherwise);
  - (c) a communal garden or play area for residents' use below the lowest residential floor of a building in the development (whether known as a covered and landscaped play area or otherwise).
- (2) The sales brochure must state whether or not every one of the facilities specified in subsection (1)(a), (b) and (c) is covered.

**21. Inspection of plans and deed of mutual covenant**

- (1) The sales brochure must state the address of the website on which a copy of a plan specified in section 19(2)(h)(i) or (ii) relating to the development is available.
- (2) The sales brochure must state—
  - (a) that a copy of the following is available for inspection at the place at which the specified residential property is offered to be sold—
    - (i) for an uncompleted development, the latest draft of every deed of mutual covenant in respect of the specified residential property as at the date on which the specified residential property is offered to be sold; or
    - (ii) for a completed development, either or both of the following as applicable—
      - (A) every deed of mutual covenant in respect of the specified residential property that has been executed;

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- (B) the latest draft of every deed of mutual covenant in respect of the specified residential property as at the date on which the specified residential property is offered to be sold; and
- (b) that the inspection is free of charge.

**22. Fittings, finishes and appliances**

- (1) The sales brochure must, in relation to each item in the development specified in column 1 of the following table, set out the description specified opposite to it in column 2 of the table.
- (2) The sales brochure must, in relation to items 4(a) and 6 in the development specified in the following table, contain an undertaking by the vendor that if lifts or appliances of the specified brand name or model number are not installed in the development, lifts or appliances of comparable quality will be installed.

**Table**

| Column 1<br>Item        | Column 2<br>Description                              |
|-------------------------|--|
| 1. Exterior finishes    |  |
| (a) External wall       | Type of finishes.                                    |
| (b) Window              | Material of the frame and glass.                     |
| (c) Bay window          | Material and window sill finishes.                   |
| (d) Planter             | Type of finishes.                                    |
| (e) Verandah or balcony | (i) Type of finishes.<br>(ii) Whether it is covered. |

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| Column 1                           | Column 2  |
|------------------------------------|---|
| Item                               | Description   |
| (f) Drying facilities for clothing | Type and material.  |
| 2. Interior finishes               |   |
| (a) Lobby                          | Type of wall, floor and ceiling finishes.   |
| (b) Internal wall and ceiling      | Type of wall and ceiling finishes for living room, dining room and bedroom.   |
| (c) Internal floor                 | Material of floor and skirting for living room, dining room and bedroom.  |
| (d) Bathroom                       | (i) Type of wall, floor and ceiling finishes.<br>(ii) Whether the wall finishes run up to the ceiling.                |
| (e) Kitchen                        | (i) Type of wall, floor, ceiling and cooking bench finishes.<br>(ii) Whether the wall finishes run up to the ceiling. |
| 3. Interior fittings               |   |
| (a) Doors                          | Material, finishes and accessories.   |
| (b) Bathroom                       | (i) Type and material of fittings and equipment.<br>(ii) Type and material of water supply system.                    |

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| Column 1<br>Item                     | Column 2<br>Description   |
|--------------------------------------|---|
| (c) Kitchen                          | (iii) Type and material of bathing facilities (including shower or bath tub, if applicable).<br>(iv) Size of bath tub, if applicable.<br>(i) Material of sink unit.<br>(ii) Material of water supply system.<br>(iii) Material and finishes of kitchen cabinet.<br>(iv) Type of all other fittings and equipment. |
| (d) Bedroom                          | Type and material of fittings (including built-in wardrobe).  |
| (e) Telephone                        | Location and number of connection points.   |
| (f) Aerials                          | Location and number of connection points.   |
| (g) Electrical installations         | (i) Electrical fittings (including safety devices).<br>(ii) Whether conduits are concealed or exposed.<br>(iii) Location and number of power points and air-conditioner points.   |
| (h) Gas supply                       | Type, system and location.  |
| (i) Washing machine connection point | Location and design.  |

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| Column 1<br>Item                                 | Column 2<br>Description   |
|--|---|
| (j) Water supply                                 | (i) Material of water pipes.<br>(ii) Whether water pipes are concealed or exposed.<br>(iii) Whether hot water is available. |
| 4. Miscellaneous                                 |   |
| (a) Lifts  | (i) Brand name and model number.<br>(ii) Number and floors served by them.  |
| (b) Letter box                                   | Material.   |
| (c) Refuse collection                            | (i) Means of refuse collection.<br>(ii) Location of refuse room.  |
| (d) Water meter, electricity meter and gas meter | (i) Location.<br>(ii) Whether they are separate or communal meters for residential properties.                              |
| 5. Security facilities                           | Security system and equipment (including details of built-in provisions and their locations).                               |
| 6. Appliances                                    | Brand name and model number.  |

### 23. Service agreements

The sales brochure must set out information on any agreement with a utility company for providing utility service for the specified residential property.

**24. Government rent**

The sales brochure must state the date up to which the owner is liable for the Government rent payable for the specified residential property.

**25. Miscellaneous payments by purchaser**

(1) The sales brochure—

(a) must state that, on the delivery of the vacant possession of the specified residential property to the purchaser, the purchaser is liable to reimburse the owner for the deposits for water, electricity and gas; and

(b) must state whether, on that delivery, the purchaser is also liable to pay to the owner a debris removal fee.

(2) Subsection (1) applies even though the amount of the deposits or fee is yet to be ascertained at the date on which the sales brochure is printed.

**26. Defect liability warranty period**

The sales brochure must state the duration of the period during which the vendor is liable to make good any defect in the specified residential property, as provided in the agreement for sale and purchase.

**27. Maintenance of slopes**

(1) If the land grant requires the owners of the residential properties in the development to maintain any slope at their own cost, the sales brochure—

(a) must state the terms of the requirement;

(b) must state that each of the owners is obliged to contribute towards the costs of the maintenance work;

(c) must set out a plan showing—

- (i) the slope; and
  - (ii) any retaining wall or related structures constructed, or to be constructed, within or outside the land on which the development is situated; and
- (d) must comply with subsection (3).
- (2) If the owner has undertaken to maintain any slope in relation to the development at that owner's own cost, the sales brochure—
  - (a) must state the terms of the undertaking; and
  - (b) must set out a plan showing—
    - (i) the slope; and
    - (ii) any retaining wall or related structures constructed, or to be constructed, within or outside the land on which the development is situated.
- (3) If, under the deed of mutual covenant, the manager of the development has the owners' authority to carry out the maintenance work, the sales brochure must state this fact.

**28. Modification**

If the owner has applied to the Government for a modification of the land grant, and the application is not yet granted, the sales brochure must state—

- (a) the nature of the modification sought; and
- (b) the condition sought to be modified.



## **Part 3**

### **Further Information to Follow Information Required to be Set Out (See Section 21(1))**

**29. Information in application for concession on gross floor area of building**

- (1) In setting out the information specified in section 21(1), the sales brochure must comply with this section.
- (2) The sales brochure must set out—
  - (a) information on those areas in relation to which the power is exercised or the permission is given;
  - (b) the environmental assessment of the building; and
  - (c) information on the estimated energy performance or consumption for the common parts of the development.

**Note—**

The Authority is empowered under section 88 to issue guidelines providing guidance on the operation of this section.

## **Part 4**

### **Other Further Information (See Section 21(3))**

**30. Previous aerial photograph**

- (1) The sales brochure may, in addition to the latest aerial photograph of the development specified in section 19(2)(g), set out any previous aerial photograph of the development.

- (2) In setting out any previous aerial photograph of the development under subsection (1), the sales brochure must comply with subsection (3).
- (3) The sales brochure—
  - (a) must set out any previous aerial photograph of the development in that part of the sales brochure that sets out the latest aerial photograph of the development specified in section 19(2)(g); and
  - (b) must do so in compliance with section 7 of this Schedule as if the reference in that section to an aerial photograph of the development were a reference to the previous aerial photograph of the development.

**31. Other common facilities**

- (1) The sales brochure may, in addition to the information on the common facilities specified in section 20 of this Schedule, set out the information on any other facilities or area for common use.
- (2) In setting out the information, the sales brochure must comply with subsection (3).
- (3) The sales brochure—
  - (a) must set out the information in that part of the sales brochure that sets out the information on the common facilities specified in section 20 of this Schedule; and
  - (b) must do so in compliance with that section as if the reference in that section to those common facilities were a reference to those other facilities and area for common use.

## **Part 5**

### **Application of Schedule 1**

#### **32. Application of this Schedule in case of phased development**

- (1) If the development is divided into 2 or more phases, Parts 1, 2, 3 and 4 of this Schedule apply to the sales brochure for the phase of which the specified residential property forms part as if—
  - (a) a reference in those Parts to an uncompleted development were a reference to an uncompleted phase;
  - (b) a reference in those Parts to a completed development were a reference to a completed phase;
  - (c) a reference in those Parts to a completed development pending compliance were a reference to a completed phase pending compliance; and
  - (d) subject to subsection (2), a reference in those Parts to the development were a reference to the phase of which the specified residential property forms part.
- (2) Subsection (1)(d) does not apply to a reference in sections 6, 8 and 9 of this Schedule to the development.

#### **33. Application of this Schedule in case of specified NT development**

If the development is a specified NT development—

- (a) Part 1 of this Schedule applies as if the reference in sections 1(3)(b) and (4)(b) and 10(2)(c) of this Schedule to “as provided in the approved building plans for the development” were deleted; and
  - (b) Part 2 of this Schedule applies as if section 19(3)(a) of this Schedule were deleted.
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**Schedule 2**

[ss. 8, 31 & 95  
& Sch. 1]

**Items Specified for Purposes of Definition of  
*saleable area***

**Part 1**

1. an air-conditioning plant room
2. a bay window
3. a cockloft
4. a flat roof
5. a garden
6. a parking space
7. a roof
8. a stairhood
9. a terrace
10. a yard

**Part 2**

1. The area of a bay window—
  - (a) is to be measured from the exterior of the enclosing walls or glass windows of the bay window, and from the point on the floor level of the residential property that is directly underneath the point where the bay window meets the wall of the residential property; and
  - (b) excludes the area covered by that wall.
2. The area of a cockloft or stairhood—

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- (a) is to be measured from the interior of the enclosing walls of the cockloft or stairhood; and
    - (b) includes the area of the internal partitions and columns within the cockloft or stairhood.
  - 3. The area of a parking space is to be measured from the centre of its demarcating lines or (if applicable) the interior face of its enclosing walls.
  - 4. The area of an air-conditioning plant room, flat roof, garden, roof, terrace or yard is to be measured from—
    - (a) the interior of the boundary lines; or
    - (b) if a boundary line is a wall, the interior of the wall.
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Residential Properties (First-hand Sales) Ordinance

Schedule 3

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**Schedule 3**

[ss. 17, 25, 32 & 95]

**Entities Specified for Purposes of Sections 17(3),  
25(4)(a) and 32(4)(a)**

1. The Authority
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**Schedule 4**

[ss. 9, 54, 56,  
57 & 95]

**Provisions Required to be Contained in Preliminary  
Agreement for Sale and Purchase**

**Part 1**

1. In this Preliminary Agreement—
  - (a) “saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (19 of 2012);
  - (b) “working day” has the meaning given by section 2(1) of that Ordinance;
  - (c) the floor area of an item under clause 8(a) is calculated in accordance with section 8(3) of that Ordinance; and
  - (d) the area of an item under clause 8(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
2. The purchase price of the Property is HK\$*[insert amount]*, which shall be paid by the Purchaser to the Vendor in the manner as follows—

Preliminary deposit in the sum of HK\$*[insert amount]*, which is equal to 5% of the purchase price shall be paid upon signing of this Preliminary Agreement.
3. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholder.
4. It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase (“the Agreement”) to be executed—

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- (a) by the Purchaser on or before [*insert date*] (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and
  - (b) by the Vendor on or before [*insert date*] (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).
5. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by \*the Vendor/the Purchaser.
6. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by \*the Vendor/the Purchaser.
7. If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed—
  - (a) this Preliminary Agreement is terminated;
  - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
  - (c) the Vendor does not have any further claim against the Purchaser for the failure.
8. The measurements of the Property are as follows—
  - (a) the saleable area of the Property is [*insert figure*] square metres/[*insert figure*] square feet \*[of which—]
    - \*[[*insert figure*] square metres/[*insert figure*] square feet is the floor area of the balcony];
    - \*[[*insert figure*] square metres/[*insert figure*] square feet is the floor area of the utility platform];
    - \*[[*insert figure*] square metres/[*insert figure*] square feet is the floor area of the verandah]; and



- (b) other measurements are—
- \*[the area of the air-conditioning plant room is [*insert figure*] square metres/[*insert figure*] square feet];
  - \*[the area of the bay window is [*insert figure*] square metres/[*insert figure*] square feet];
  - \*[the area of the cockloft is [*insert figure*] square metres/[*insert figure*] square feet];
  - \*[the area of the flat roof is [*insert figure*] square metres/[*insert figure*] square feet];
  - \*[the area of the garden is [*insert figure*] square metres/[*insert figure*] square feet];
  - \*[the area of the parking space is [*insert figure*] square metres/[*insert figure*] square feet];
  - \*[the area of the roof is [*insert figure*] square metres/[*insert figure*] square feet];
  - \*[the area of the stairhood is [*insert figure*] square metres/[*insert figure*] square feet];
  - \*[the area of the terrace is [*insert figure*] square metres/[*insert figure*] square feet];
  - \*[the area of the yard is [*insert figure*] square metres/[*insert figure*] square feet].
9. The sale and purchase of the Property includes the fittings, finishes and appliances as follows—  
*[insert fittings, finishes and appliances]*.
10. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.

11. The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 12 and fully understands its contents.

12. For the purposes of clause 11, the following is the “Warning to Purchasers”—

(a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.

如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。

(b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor’s solicitor to act for you as well as for the Vendor.

你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。

(c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.

現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。

(d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.

倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終

需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。

- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.

你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

\* Delete as appropriate.

## Part 2

1. 在本臨時合約中——
  - (a) “實用面積”具有《一手住宅物業銷售條例》(2012年第19號)第8條給予該詞的涵義；
  - (b) “工作日”具有該條例第2(1)條給予該詞的涵義；
  - (c) 第8(a)條所指的項目的樓面面積，按照該條例第8(3)條計算；及
  - (d) 第8(b)條所指的項目的面積，按照該條例附表2第2部計算。
2. 本物業的售價為港幣[填上款額]元，並須由買方按以下方式付予賣方——

為數港幣[填上款額]元(即售價的5%)的臨時訂金，須於簽署本臨時合約時支付。
3. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
4. 按訂約雙方的意向，本臨時合約將會由一份買賣合約(“正式合約”)取代，正式合約須——

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- (a) 由買方於 [ 填上日期 ] ( 即本臨時合約的簽署日期之後的第五個工作日 ) 或之前簽立 ; 及
- (b) 由賣方於 [ 填上日期 ] ( 即本臨時合約的簽署日期之後的第八個工作日 ) 或之前簽立。
5. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅 ( 如有的話 ) , 由 \* 賣方 / 買方承擔。
6. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅 ( 如有的話 ) , 由 \* 賣方 / 買方承擔。
7. 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約——
- (a) 本臨時合約即告終止 ;
- (b) 買方支付的臨時訂金 , 即被沒收歸於賣方 ; 及
- (c) 賣方不得就買方沒有簽立正式合約 , 而對買方提出進一步申索。
8. 本物業的量度尺寸如下——
- (a) 本物業的實用面積為 [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎 \* [ , 其中—— ]
- \* [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎為露台的樓面面積 ;
- \* [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎為工作平台的樓面面積 ;
- \* [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎為陽台的樓面面積 ;
- 及
- (b) 其他量度尺寸為——
- \* [ 空調機房的面積為 [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎 ] ;
- \* [ 窗台的面積為 [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎 ] ;
- \* [ 閣樓的面積為 [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎 ] ;

- \*[ 平台的面積為 [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎 ] ;
- \*[ 花園的面積為 [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎 ] ;
- \*[ 停車位的面積為 [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎 ] ;
- \*[ 天台的面積為 [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎 ] ;
- \*[ 梯屋的面積為 [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎 ] ;
- \*[ 前庭的面積為 [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎 ] ;
- \*[ 庭院的面積為 [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎 ] 。

9. 本物業買賣所包括的裝置、裝修物料及設備如下——  
[ 填上裝置、裝修物料及設備 ] 。
10. 在不損害《物業轉易及財產條例》( 第 219 章 ) 第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
11. 買方已確認收到第 12 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。
12. 就第 11 條而言，“對買方的警告”內容如下——
- (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
- Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
- (b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
- You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.

- (c) 現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。

**YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.

- (d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。

If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.

- (e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.

\* 將不適用者刪去。

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**Schedule 5**

[ss. 9, 35, 55, 56,  
57 & 95]

**Provisions Required to be Contained in Agreement for  
Sale and Purchase (Uncompleted Development)**

**Part 1**

1. In this Agreement—

- (a) “Authorized Person” means the authorized person of the ʘPhase/Development within the meaning given by section 2 of the Residential Properties (First-hand Sales) Ordinance (19 of 2012);
- \*[(b) “Building Mortgage” means the [*insert description of the instrument*] dated [*insert date of instrument*] and registered in the Land Registry by Memorial No. [*insert memorial number*];]
- (c) “building plans”—
  - (i) means the plans prepared by the Authorized Person in respect of the ʘPhase/Development and approved by the Building Authority; and
  - (ii) includes any approved amendments to the plans mentioned in paragraph (i);
- (d) “business day” means a day—
  - (i) that is not a Saturday, Sunday or public holiday; and
  - (ii) on which banks are open for business in the Hong Kong Special Administrative Region;
- (e) “Certificate of Compliance” means the certificate issued or to be issued by or on behalf of the Director of Lands to the effect that all the positive obligations of the Vendor under the Government Grant in relation to the land have been complied with;

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- (f) “Construction Costs” means the aggregate of—
- (i) any sum incurred or to be incurred in connection with any works done or to be done, and materials or goods supplied or to be supplied, in connection with the site formation on the land and the substructure and superstructure construction for the <sup>∇</sup>Phase/Development (including the communal <sup>\*</sup>[and recreational] facilities as set out in clause 32), and the making of the <sup>∇</sup>Phase/Development fit to qualify for the issue of an Occupation Document <sup>∞</sup>[and to comply with the conditions of the Government Grant <sup>∑</sup>[in so far as they relate to the Phase]];
  - (ii) any sums needed to be incurred by the Vendor to install the fittings, finishes and appliances of the <sup>∇</sup>Phase/Development (including the fittings, finishes and appliances as set out in clause 31) and in making every unit in the <sup>∇</sup>Phase/Development ready for handover to purchasers on completion of the sale and purchase; and
  - (iii) any other sums (excluding Professional Fees) which in the reasonable opinion of the Authorized Person needed to be incurred to complete the <sup>∇</sup>Phase/Development to qualify for the issue of an Occupation Document and to comply with <sup>∞</sup>[the conditions of the Government Grant <sup>∑</sup>[in so far as they relate to the Phase] and] this Agreement;
- (g) “Development” means [*insert brief description of the development giving as much information as reasonably practicable so that a purchaser will have a general understanding as to the nature and composition of the development, the communal and recreational facilities (if any) provided in the development, and other special features (if any), etc.*] now being constructed or to be constructed on the land and intended to be known as “[*insert name of the development*]”;



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\*[(h) “Exclusion Order”—

- (i) means the Exclusion Order dated [*insert date of instrument*] and registered in the Land Registry by Memorial No. [*insert memorial number*]; and
- (ii) includes any order amending that Exclusion Order;]

\*[(i) “expiry date of the Building Covenant Period” means—

- (i) the last day of the period within which the Development is required to be completed under the \*Government Grant/Exclusion Order/Redevelopment Order; or
  - (ii) if that period has been extended by the Government, the last day of the extended period;]
- (j) “Government” means the Government of the Hong Kong Special Administrative Region;
- (k) “Government Grant” means [*insert description of the instrument*];
- (l) “land” means all that piece or parcel of land registered in the Land Registry as [*insert lot number*];
- (m) “Occupation Document”—
- (i) where the Development is a Relevant NTEH Development, means the letter to be issued by the Director of Lands confirming that the Director of Lands has no objection to every building in the ‘Phase/ Development being occupied; or
  - (ii) in any other case, means the occupation permit or temporary occupation permit to be issued by the Building Authority under section 21 of the Buildings Ordinance (Cap. 123) for every building in the ‘Phase/ Development;
- (n) “office hours” means the period beginning at 10 a.m. of a day and ending at 4:30 p.m. of the same day;

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- <sup>β</sup>[(o) “Phase” means Phase [*insert phase number*] of the Development comprising [*insert description of buildings comprising the Phase*];]
- (p) “Professional Fees” means any sums incurred or to be incurred by the Vendor for the employment of the Authorized Person and other professional persons or consultants in relation to completion of the Phase/Development;
- \*[(q) “Redevelopment Order”—
- (i) means \*a redevelopment order (as defined by the Demolished Buildings (Re-development of Sites) Ordinance (Cap. 337))/an order for sale (as defined by the Land (Compulsory Sale for Redevelopment) Ordinance (Cap. 545)), dated [*insert date of instrument*] and registered in the Land Registry by Memorial No. [*insert memorial number*]; and
  - (ii) includes any order amending that \*redevelopment order/order for sale;]
- (r) “Relevant NTEH Development” means a specified NT development as defined in section 5 of the Residential Properties (First-hand Sales) Ordinance (19 of 2012) where, under the Government Grant, the consent of the Director of Lands is not required to be given for this sale and purchase; and
- (s) “Vendor’s Solicitors” means Messrs. [*insert name of solicitors’ firm of the vendor*].

2. In this Agreement—

- (a) “saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (19 of 2012);
- (b) the floor area of an item under clause 18(a) is calculated in accordance with section 8(3) of that Ordinance; and

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- (c) the area of an item under clause 18(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
3. The purchase price is HK\$*[insert amount]*, payable by the Purchaser to the Vendor's Solicitors as stakeholders as follows—
- [insert payment terms in such a way that the operation of clause 15 will not be affected].*
4. The Vendor shall—
- (a) continue the construction of the Development with all due expedition;
  - (b) comply with the requirements of the Building Authority (where applicable) and of any other relevant Government authority relating to the Development; and
  - (c) complete the <sup>θ</sup>Phase/Development in all respects in compliance with <sup>π</sup>[the conditions of the Government Grant <sup>Σ</sup>[in so far as they relate to the Phase] and] <sup>Ψ</sup>[the conditions subject to which a certificate of exemption is issued under the Buildings Ordinance (Application to the New Territories) Ordinance (Cap. 121) and] the building plans (if any) on or before the *[insert the estimated material date for the development, or the estimated material date for the phase (in the case of a phase of a phased development, other than the final phase of a phased development where, under the Government Grant, the consent of the Director of Lands is required to be given to the Vendor to enter into this Agreement), as provided by the Authorized Person—see sections 2(1) and 3(3) of the Residential Properties (First-hand Sales) Ordinance (19 of 2012) for the meanings of “material date” and “phased development”]* subject to such extensions of time as may be granted by the Authorized Person in accordance with clause 10.

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- \*[5. Despite clause 4(c), the Vendor shall complete the Development by the expiry date of the Building Covenant Period as required under the \*Government Grant/Exclusion Order/Redevelopment Order. If at any time it appears likely in the opinion of the Authorized Person that the Development will not be completed by the expiry date of the Building Covenant Period, the Vendor shall promptly apply for and obtain such extension of time for completing the Development as is required and shall pay any premium to the Government for such extension. The Vendor shall notify the Purchaser in writing of such application and the terms of extension granted within 30 days after each event.
6. If the Vendor fails to apply for and obtain any necessary extension of time for completing the Development under clause 5 and fails to complete the Development by the expiry date of the Building Covenant Period, the Purchaser is entitled, <sup>β</sup>[unless the completion of the sale and purchase in this Agreement has taken place], in addition to any other remedy that the Purchaser may have, to give the Vendor notice in writing to rescind this Agreement and upon service of such notice, this Agreement is rescinded, and the Vendor shall, within 7 days after the rescission, repay to the Purchaser all amounts paid by the Purchaser under this Agreement together with interest on those amounts at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time from the date or dates on which such amounts were paid up to the date of repayment, the repayment of such amounts and interest to be in full and final settlement of all claims by the Purchaser against the Vendor under this Agreement.]
7. Subject to clause 8, if the Vendor fails to complete the <sup>θ</sup>Phase/Development by the date specified in clause 4(c) as extended by any extensions of time granted by the Authorized Person under clause 10, the Purchaser is at liberty, in addition to any other remedy that the Purchaser may have, by notice in writing to the

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Vendor to rescind this Agreement and upon service of such notice, this Agreement is rescinded, and the Vendor shall, within 7 days after the rescission, repay to the Purchaser all amounts paid by the Purchaser under this Agreement together with interest on those amounts at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time from the date or dates on which such amounts were paid up to the date of repayment, the repayment of such amounts and interest to be in full and final settlement of all claims by the Purchaser against the Vendor under this Agreement.

8. If the Purchaser does not rescind this Agreement under clause 7 within 28 days after the date specified in clause 4(c) or any extended date under clause 10, the Purchaser is deemed, without prejudice to the Purchaser's rights under clause 9, to have elected to wait for completion of the <sup>o</sup>Phase/Development. In such event the Vendor shall pay to the Purchaser interest at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time on all amounts paid under this Agreement from the date following the date specified in clause 4(c) or any extended date under clause 10 up to the date of completion of the <sup>o</sup>Phase/Development. Such interest shall be paid or allowed as a credit to the Purchaser in respect of the purchase price on completion of the sale and purchase.
9. Despite clauses 7 and 8, if the <sup>o</sup>Phase/Development is not completed within a period of 6 months from the date specified in clause 4(c) or any extended date under clause 10, the Purchaser is at liberty either to rescind this Agreement in which event the provisions of clause 7 relating to repayment and interest apply or to await the completion of the <sup>o</sup>Phase/Development in which event the provisions of clause 8 relating to the payment of interest apply.

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10. The Vendor is entitled to such extensions of time for completion of the <sup>θ</sup>Phase/Development beyond the date specified in clause 4(c) as granted by the Authorized Person and appear to the Authorized Person to be reasonable having regard to delays caused exclusively by any one or more of the following reasons—

- (a) strike or lock-out of workmen;
- (b) riots or civil commotion;
- (c) force majeure or Act of God;
- (d) fire or other accident beyond the Vendor's control;
- (e) war; or
- (f) inclement weather.

For the purpose of this Clause, “inclement weather” means rainfall in excess of 20 millimetres in a twenty-four hour period (mid-night to mid-night) as recorded at the Hong Kong Observatory, or the issue of a Black Rainstorm Warning Signal, or the hoisting of Typhoon Signal No. 8 or above, at any time between the hours of 8 a.m. and 5 p.m.

11. The Vendor shall within 14 days after the issue of any such extensions of time granted by the Authorized Person under clause 10 furnish the Purchaser with a copy of the relevant certificate of extension.

12. The Vendor shall apply in writing for <sup>Ω</sup>[an Occupation Document]/<sup>π</sup>[a Certificate of Compliance or the consent of the Director of Lands to assign] in respect of the <sup>θ</sup>Phase/Development within 14 days after its having completed the <sup>θ</sup>Phase/Development as stipulated in clause 4(c).

13. For the purposes of clauses 4, 7, 8, 9, 10 and 12—

- (a) where, under the Government Grant, the consent of the Director of Lands is required to be given for this sale and purchase, the issue of a Certificate of Compliance or

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consent to assign by the Director of Lands is conclusive evidence that the <sup>o</sup>Phase/Development has been completed or is deemed to be completed as the case may be and nothing in this Clause precludes the Vendor from proving that the Vendor has complied with clause 4(c) by any other means; or

- (b) where, under the Government Grant, the consent of the Director of Lands is not required to be given for this sale and purchase, the <sup>y</sup>Phase/Development is deemed to be completed on the date on which the Occupation Document is issued.
14. (a) Where, under the Government Grant, the consent of the Director of Lands is required to be given for this sale and purchase, the Vendor shall notify the Purchaser in writing that the Vendor is in a position validly to assign the Property within one month after the issue of the Certificate of Compliance or the consent of the Director of Lands to assign, whichever first happens.
- (b) Where, under the Government Grant, the consent of the Director of Lands is not required to be given for this sale and purchase, the Vendor shall notify the Purchaser in writing that the Vendor is in a position validly to assign the Property within six months after the issue of the Occupation Document.
15. The sale and purchase shall be completed at the offices of the Vendor's Solicitors during office hours within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.
16. Subject to clause 19 and without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.

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17. The Vendor warrants—
- (a) that the fittings, finishes and appliances as set out in clause 31 shall, on or before completion of the <sup>o</sup>Phase/Development, be incorporated into the Property;
  - (b) that subject to clause 23, the Property will, on completion of the <sup>o</sup>Phase/Development, be as shown on the plan attached to this Agreement and the measurements of the Property will be those as set out in clause 18; and
  - (c) that on completion of the Development the Vendor shall provide the communal \*[and recreational] facilities as set out in clause 32.
18. The measurements of the Property are as follows—
- (a) the saleable area of the Property is [*insert figure*] square metres/[*insert figure*] square feet \*[of which—]
    - \*[[*insert figure*] square metres/[*insert figure*] square feet is the floor area of the balcony];
    - \*[[*insert figure*] square metres/[*insert figure*] square feet is the floor area of the utility platform];
    - \*[[*insert figure*] square metres/[*insert figure*] square feet is the floor area of the verandah]; and
  - (b) other measurements are—
    - \*[the area of the air-conditioning plant room is [*insert figure*] square metres/[*insert figure*] square feet];
    - \*[the area of the bay window is [*insert figure*] square metres/[*insert figure*] square feet];
    - \*[the area of the cockloft is [*insert figure*] square metres/[*insert figure*] square feet];
    - \*[the area of the flat roof is [*insert figure*] square metres/[*insert figure*] square feet];
    - \*[the area of the garden is [*insert figure*] square metres/[*insert figure*] square feet];



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\*[the area of the parking space is [*insert figure*] square metres/[*insert figure*] square feet];

\*[the area of the roof is [*insert figure*] square metres/[*insert figure*] square feet];

\*[the area of the stairhood is [*insert figure*] square metres/[*insert figure*] square feet];

\*[the area of the terrace is [*insert figure*] square metres/[*insert figure*] square feet];

\*[the area of the yard is [*insert figure*] square metres/[*insert figure*] square feet].

19. The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.
20. The ad valorem stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the \*Purchaser/Vendor.
21. The special stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the \*Purchaser/Vendor.
22. Time is in every respect of the essence of this Agreement.
23. Despite anything contained in this Agreement, the Vendor reserves the right to alter the building plans (if any) whenever the Vendor considers necessary Provided That the Vendor shall notify the Purchaser in writing of such alteration if the same affects in any way the Property within 14 days after its having been approved by the Building Authority. If, as a result of such alteration, the measurements of the Property or any part of the Property according to such amended plans differs from the measurements of the Property as set out in clause 18, then the purchase price shall be adjusted in proportion to the variation of the measurements of the parts of the Property affected

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Provided That if the increase or reduction in the measurements of the Property, or any part of the Property, exceeds 5% of the measurements of the Property as set out in clause 18, then the Purchaser is at liberty to rescind this Agreement, in which event all moneys paid by the Purchaser under this Agreement shall be returned to the Purchaser with interest on those moneys at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time from the date or dates of payment to the date of repayment. The Purchaser shall exercise the right of rescission by notice in writing to the Vendor within 30 days after the Purchaser is notified in writing by the Vendor of the approval of such amended plans by the Building Authority, and if no such notice is received by the Vendor within such time, the Purchaser is deemed to have accepted such plans.

24. Subject as provided in this Clause, any part of the purchase price paid by the Purchaser to the Vendor's Solicitors shall be held by them as stakeholders pending completion of the sale and purchase and shall be applied and released in the following manner only—
- (a) first, towards payment of the Construction Costs and the Professional Fees to the Vendor from time to time in such amount or amounts as certified by the Authorized Person as having been expended or having become payable on the construction of the  $\forall$ Phase/Development;
  - (b) second, towards repayment of funds drawn under the Building Mortgage (if any) for payment of the Construction Costs and the Professional Fees and interest on the Construction Costs or Professional Fees;
  - (c) third, in the event of the Vendor's Solicitors and all other solicitors (if any) acting for the Vendor in the sale of the residential units in the  $\forall$ Phase/Development at any time holding as stakeholders a sufficient sum to cover the entire outstanding balance of the Construction Costs and the Professional Fees as certified by the Authorized Person

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from time to time and other sums referred to in sub-clause (b) above, towards payment of any other moneys secured by the Building Mortgage (if any); and

- (d) fourth, in the event of the Vendor's Solicitors and all other solicitors (if any) acting for the Vendor in the sale of the residential units in the Phase/Development at any time holding as stakeholders a sufficient sum to cover the total of the sums referred to in sub-clause (c) above, then the Vendor's Solicitors may release the excess amount to the Vendor.

Provided Always that—

- (i) in respect of any payment under sub-clause (a) above the Vendor's Solicitors shall not at any time release to the Vendor any sum in excess of the amount certified by the Authorized Person as having been paid and/or become payable towards the Construction Costs and the Professional Fees at that time less the amount which the Vendor has drawn under the Building Mortgage (if any) for payment of the Construction Costs and the Professional Fees; and
- (ii) the Vendor shall not in any circumstances draw under the Building Mortgage (if any) any part of the Construction Costs and the Professional Fees already paid under sub-clause (a) above.
25. Any notice required to be given under this Agreement—
- (a) is deemed to have been validly given to a party if—
- (i) the notice is addressed to the party; and
- (ii) the notice is sent by ordinary prepaid post to—
- (A) the party's address stated in this Agreement; or
- (B) the party's last known address (where a notification of change of address has previously been given to the other party or the other party's solicitors); and

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- (b) is deemed to have been served on the second business day after the date of posting.
26. The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 6 months after the date of completion of the sale and purchase under clause 15, remedy any defects to the Property, or the fittings, finishes or appliances as set out in clause 31, caused otherwise than by the act or neglect of the Purchaser. The provisions of this Clause are without prejudice to any other rights or remedies that the Purchaser may have at common law or otherwise.
27. The Vendor undertakes with the Purchaser to use its best endeavours to enforce all defects and maintenance obligations under all contracts relating to the construction of the Development in so far as such defects relate to or affect the Property or the common areas or common parts and common facilities of the Development.
28. In the event of the winding-up (whether voluntary or otherwise) or dissolution of the Vendor, the benefit and rights of and in all warranties and guarantees under all contracts relating to the construction of the Development shall be assigned by the Vendor to the Owners' Corporation incorporated under the Building Management Ordinance (Cap. 344) or if no such corporation exists to the manager of the Development for the time being to be held in trust for the Purchaser and all other purchasers of units in the Development.
29. Clauses 17, 26, 27 and 28 will survive completion of the sale and purchase by the Assignment.
30. If any date stipulated for payment in this Agreement or the day on which completion of the sale and purchase is to take place as provided in this Agreement falls on a day that is not a business day or on a day on which Typhoon Signal No. 8 or

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above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m., such date for payment or completion of the sale and purchase is automatically postponed to the immediately following day that is a business day and on which no Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m.

31. The Vendor shall, on or before completion of the <sup>θ</sup>Phase/Development, incorporate into the Property the fittings, finishes and appliances as follows—

*[insert fittings, finishes and appliances].*

Provided Always that if the Vendor is prevented by force majeure or other reason beyond its control from obtaining such fittings, finishes and appliances, other fittings, finishes and appliances certified by the Authorized Person to be of comparable quality may be substituted.

32. The communal \*[and recreational] facilities are as follows—

*[insert communal and recreational facilities].*

\* Delete as appropriate.

γ Delete “Development” for phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (19 of 2012)). Otherwise delete “Phase”.

β For phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (19 of 2012)) only. Delete as appropriate.

θ Delete “Development” for phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (19 of 2012)) except the final phase of a phased development where, under the Government Grant, the consent of the Director of Lands is required to be given for the Vendor to enter into this Agreement. Otherwise delete “Phase”.

π Applicable where, under the Government Grant, the consent of the Director of Lands is required to be given for the Vendor to enter into this Agreement. Delete as appropriate.

- Σ Applicable for phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (19 of 2012)) except the final phase of a phased development. Delete as appropriate.
- Ω Applicable where, under the Government Grant, the consent of the Director of Lands is not required to be given for the Vendor to enter into this Agreement. Delete as appropriate.
- Ψ Applicable only where the Development is a Relevant NTEH Development. Delete as appropriate.

## Part 2

### 1. 在本合約中——

- (a) “認可人士”指屬《一手住宅物業銷售條例》(2012年第19號)第2條所指的認可人士的<sup>Υ</sup>本期／本發展項目的認可人士；
- \*[(b) “建築按揭”指日期為 [填上文書的日期] 並於土地註冊處以註冊摘要第 [填上註冊摘要編號] 號註冊的 [填上文書的描述]；]
- (c) “建築圖則”——
- (i) 指由認可人士就<sup>Υ</sup>本期／本發展項目擬備並經建築事務監督批准的圖則；及
- (ii) 包括對第 (i) 段所述的圖則的任何經批准修訂；
- (d) “辦公日”指符合以下說明的日子——
- (i) 不屬星期六、星期日或公眾假期；及
- (ii) 銀行在該日於香港特別行政區開放營業；
- (e) “合格證明書”指已經或將會由地政總署署長或其代表發出的證明書，而該證明書表明關乎該土地由政府批地書下賣方的所有積極性責任，均已獲遵從；
- (f) “建築費用”指以下數額的總和——
- (i) 任何已經或將會就已進行或將會進行的工程及已供應或將會供應的物料或貨品而招致的款項，而該款項關乎<sup>Υ</sup>本期／本發展項目的土地的地盤平整及地基結構和上層結構的建造 (包括第32條所列出的公用\*[及康樂]設施)，以及令<sup>Υ</sup>本期／本發展項目有適合取得獲發佔用文

件的資格<sup>7</sup>[並符合政府批地書的條件<sup>7</sup>只限於與本期有關的範圍內]]；

- (ii) 賣方為以下事項而需招致的任何款項：安裝<sup>7</sup>本期／本發展項目的裝置、裝修物料及設備(包括第31條所列出的裝置、裝修物料及設備)，以及令<sup>7</sup>本期／本發展項目的每個單位處於可交付狀態，以便可以在買賣完成時交樓予一眾買方；及
- (iii) 按認可人士的合理意見認為是為以下事項而需招致的任何其他款項(不包括專業費用)：完成<sup>7</sup>本期／本發展項目，使<sup>7</sup>本期／本發展項目取得獲發佔用文件的資格並符合<sup>7</sup>[政府批地書的條件<sup>7</sup>只限於與本期有關的範圍內]及]本合約；

(g) “本發展項目”指正在或將會在該土地上興建並擬名為“[填上本發展項目的名稱]”的[填上本發展項目的扼要描述，以在合理地切實可行的範圍內，盡量提供最多資料，使買方可以大體上了解本發展項目的性質及組成、本發展項目內提供的公用及康樂設施(如有的話)，及其他特點(如有的話)等]；

\*[(h) “豁除令”——

- (i) 指日期為[填上文書的日期]並於土地註冊處以註冊摘要第[填上註冊摘要編號]號註冊的豁除令；及
- (ii) 包括任何修改該豁除令的命令；]

\*[(i) “建築契諾屆滿日期”指——

- (i) 須根據\*政府批地書／豁除令／重新發展令完成本發展項目的限期的最後一日；或
- (ii) (如政府已延長該限期)經延長的限期的最後一日；]

(j) “政府”指香港特別行政區政府；

(k) “政府批地書”指[填上文書的描述]；

(l) “該土地”指在土地註冊處註冊為[填上地段編號]的整片或整幅土地；

(m) “佔用文件”——

- (i) (凡本發展項目屬有關新界豁免管制屋宇發展項目)指由地政總署署長發出的, 確認地政總署署長不反對<sup>7</sup>本期/本發展項目中的每幢建築物被佔用的通知書; 或
- (ii) 在任何其他情況下, 指由建築事務監督根據《建築物條例》(第 123 章) 第 21 條就<sup>7</sup>本期/本發展項目中的每幢建築物發出的佔用許可證或臨時佔用許可證;
- (n) “辦公時間”指由上午 10 時起至同日下午 4 時 30 分為止的期間;
- <sup>B</sup>(o) “本期”指包括 [ 填上組成本期的建築物的描述 ] 的本發展項目的第 [ 填上期數 ] 期; ]
- (p) “專業費用”指賣方已經或將會就完成<sup>7</sup>本期/本發展項目而僱用認可人士及其他專業人士或顧問而招致的任何款項;
- \*[(q) “重新發展令”——
  - (i) 指日期為 [ 填上文書的日期 ] 並於土地註冊處以註冊摘要第 [ 填上註冊摘要編號 ] 號註冊的、\*(《已拆卸建築物(原址重新發展)條例》(第 337 章) 所界定的) 重新發展令 / (《土地(為重新發展而強制售賣)條例》(第 545 章) 所界定的) 售賣令; 及
  - (ii) 包括修訂該 \* 重新發展令 / 售賣令的命令; ]
- (r) “有關新界豁免管制屋宇發展項目”指《一手住宅物業銷售條例》(2012 年第 19 號) 第 5 條所界定的指明新界發展項目, 而根據政府批地書, 進行本買賣不需獲地政總署署長同意; 及
- (s) “賣方律師”指 [ 填上賣方律師事務所的名稱 ]。

2. 在本合約中——

- (a) “實用面積”具有《一手住宅物業銷售條例》(2012 年第 19 號) 第 8 條給予該詞的涵義;
- (b) 第 18(a) 條所指的項目的樓面面積, 按照該條例第 8(3) 條計算; 及
- (c) 第 18(b) 條所指的項目的面積, 按照該條例附表 2 第 2 部計算。



3. 售價為港幣 [ 填上款額 ] 元，須由買方支付予作為保證金保存人的賣方律師，付款方式如下——  
[ 填上不影響第 15 條的施行的付款條款 ]。
4. 賣方須——
- (a) 繼續以應有速度，迅速建造本發展項目；
  - (b) 遵從建築事務監督 ( 如適用的話 ) 及任何其他相關政府當局的關乎本發展項目的規定或要求；及
  - (c) 於 [ 填上認可人士提供的本發展項目的預計關鍵日期，或本期的預計關鍵日期 ( 如屬分期發展項目的某一期，但分期發展項目的最後一期 ( 即根據政府批地書，賣方訂立本合約需獲地政總署署長同意的期數 ) 除外 ) —— “ 關鍵日期 ” 及 “ 分期發展項目 ” 的涵義需參閱《一手住宅物業銷售條例》( 2012 年第 19 號 ) 第 2(1) 及 3(3) 條 ] 或之前，在各方面符合 [ 政府批地書的條件 ] [ 只限於與本期有關的範圍內 ] 及 ] [ 根據《建築物條例 ( 新界適用 ) 條例》( 第 121 章 ) 發出豁免證明書的條件及 ] 建築圖則 ( 如有的話 ) 完成<sup>o</sup>本期 / 本發展項目。但如認可人士按照第 10 條批予延期，則屬例外。
- \*[5. 即使有第 4(c) 條的規定，賣方須根據 \* 政府批地書 / 豁除令 / 重新發展令的規定，於建築契諾屆滿日期或之前，完成本發展項目。如認可人士在任何時間認為，本發展項目相當可能不會於建築契諾屆滿日期或之前完成，則賣方須即時申請及取得完成本發展項目所需的延期，並須就該項延期，向政府支付補價。賣方須將申請一事及批予延期的條款，分別於提出申請及獲批予延期後的 30 日內，以書面通知買方。
6. 如賣方沒有根據第 5 條申請及取得完成本發展項目所需的任何延期，亦沒有於建築契諾屆滿日期或之前，完成本發展項目，<sup>p</sup>[ 則除非本合約中的買賣已完成，否則 ] 買方除任何其他可用的補救方法外，有權藉向賣方發出書面通知，撤銷本合約，而該通知一經送達，本合約即告撤銷。賣方須於撤銷後的 7 日內，將買方根據本合約支付的所有款項，連同該等款項的利息，退還買方。利

息由個別支付日期起計，直至退款日期為止，按香港上海滙豐銀行有限公司不時指明的最優惠利率加年利率 2% 計算。上述款項連同利息一經退還，即完全並最終解決買方在本合約之下對賣方的所有申索。]

7. 除第 8 條另有規定外，如賣方於第 4(c) 條指明的日期 (如獲認可人士根據第 10 條批予延期，則於經延展的日期) 或之前未能完成<sup>θ</sup>本期／本發展項目，則買方除任何其他可用的補救方法外，可藉向賣方發出書面通知，撤銷本合約，而該通知一經送達，本合約即告撤銷。賣方須於撤銷後的 7 日內，將買方根據本合約支付的所有款項，連同該等款項的利息，退還買方。利息由個別支付日期起計，直至退款日期為止，按香港上海滙豐銀行有限公司不時指明的最優惠利率加年利率 2% 計算。上述款項連同利息一經退還，即完全並最終解決買方在本合約之下對賣方的所有申索。
8. 如買方不在第 4(c) 條指明的日期或第 10 條所指的任何經延展的日期後的 28 日內，根據第 7 條撤銷本合約，則在不削弱買方在第 9 條下的權利的情況下，買方即當作已選擇等待<sup>θ</sup>本期／本發展項目完成。在此情況下，賣方須向買方支付買方根據本合約支付的所有款項的利息，利息由第 4(c) 條指明的日期翌日或第 10 條所指的任何經延展的日期翌日起計，直至<sup>θ</sup>本期／本發展項目完成的日期為止，按香港上海滙豐銀行有限公司不時指明的最優惠利率加年利率 2% 計算。該利息須於買賣完成時向買方支付，或容許買方作售價的抵免。
9. 即使有第 7 及 8 條的規定，如<sup>θ</sup>本期／本發展項目未能在第 4(c) 條指明的日期或第 10 條所指的任何經延展的日期起計的 6 個月內完成，則買方可撤銷本合約，而在該情況下，第 7 條中關於退還付款及利息的條文適用；買方亦可等待<sup>θ</sup>本期／本發展項目完成，而在該情況下，第 8 條中關於支付利息的條文適用。
10. 賣方有權獲得認可人士批予該認可人士在顧及純粹由以下一個或多於一個原因所導致的延遲後認為合理的延期，以在第 4(c) 條指明的日期之後，完成<sup>θ</sup>本期／本發展項目——

- (a) 工人罷工或封閉工地；
- (b) 暴動或內亂；
- (c) 不可抗力或天災；
- (d) 火警或其他賣方所不能控制的意外；
- (e) 戰爭；或
- (f) 惡劣天氣。

就本條而言，“惡劣天氣”指香港天文台在二十四小時（從午夜至午夜）內，錄得超過 20 毫米雨量，或在上午 8 時至下午 5 時之間，發出黑色暴雨警告訊號或懸掛 8 號或以上颱風訊號。

11. 賣方須於認可人士根據第 10 條批予延期後的 14 日內，向買方提供有關延期證明書的文本。
12. 賣方須於按照第 4(c) 條的規定完成<sup>θ</sup>本期／本發展項目後的 14 日內，以書面為<sup>θ</sup>本期／本發展項目申請<sup>Ω</sup>[佔用文件]／<sup>π</sup>[合格證明書，或申請地政總署署長的轉讓同意]。
13. 就第 4、7、8、9、10 及 12 條而言——
  - (a) (凡根據政府批地書，進行本買賣需獲地政總署署長同意) 合格證明書或地政總署署長的轉讓同意的發出，即為證明<sup>θ</sup>本期／本發展項目已完成或當作已完成(視屬何情況而定)的不可推翻的證據。本條並不阻止賣方以任何其他方式，證明賣方已符合第 4(c) 條的規定；或
  - (b) (凡根據政府批地書，進行本買賣不需獲地政總署署長同意)<sup>γ</sup>本期／本發展項目被當作在佔用文件發出的日期完成。
14. (a) (凡根據政府批地書，進行本買賣需獲地政總署署長同意) 賣方須在合格證明書或地政總署署長的轉讓同意(以較先發生者為準)發出後的一個月內，就賣方有能力有效地轉讓本物業一事，以書面通知買方。

- (b) (凡根據政府批地書，進行本買賣不需獲地政總署署長同意) 賣方須在佔用文件發出後的六個月內，就賣方有能力有效地轉讓本物業一事，以書面通知買方。
15. 在賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內，買賣須於辦公時間內，在賣方律師的辦事處完成。
16. 除第 19 條另有規定外及在不損害《物業轉易及財產條例》(第 219 章) 第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
17. 賣方保證——
- (a) 在完成<sup>0</sup>本期／本發展項目之時或之前，第 31 條所列出的裝置、裝修物料及設備將裝設於本物業內；
- (b) 除第 23 條另有規定外，在完成<sup>0</sup>本期／本發展項目時，本物業將如附於本合約的圖則所示，而本物業的量度尺寸將為第 18 條所列出的量度尺寸；及
- (c) 在完成本發展項目時，賣方須提供第 32 條所列出的公用\*[及康樂]設施。
18. 本物業的量度尺寸如下——
- (a) 本物業的實用面積為 [填上數字] 平方米／ [填上數字] 平方呎\*[，其中——]
- \*[[填上數字] 平方米／ [填上數字] 平方呎為露台的樓面面積]；
- \*[[填上數字] 平方米／ [填上數字] 平方呎為工作平台的樓面面積]；
- \*[[填上數字] 平方米／ [填上數字] 平方呎為陽台的樓面面積]；
- 及
- (b) 其他量度尺寸為——
- \*[空調機房的面積為 [填上數字] 平方米／ [填上數字] 平方呎]；

- \*[窗台的面積為 [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎] ;
- \*[閣樓的面積為 [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎] ;
- \*[平台的面積為 [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎] ;
- \*[花園的面積為 [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎] ;
- \*[停車位的面積為 [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎] ;
- \*[天台的面積為 [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎] ;
- \*[梯屋的面積為 [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎] ;
- \*[前庭的面積為 [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎] ;
- \*[庭院的面積為 [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎] 。

19. 如賣方在本物業的權益屬衡平法權益而非法定產業權，買方不得提出反對。
20. 就本合約及有關轉讓契須支付的從價印花稅 (如有的話)，由 \*買方 / 賣方承擔及支付。
21. 就本合約及有關轉讓契須支付的額外印花稅 (如有的話)，由 \*買方 / 賣方承擔及支付。
22. 就每一方面而言，時間為本合約的關鍵元素。
23. 即使本合約所載的任何內容另有規定，賣方保留權利，在每當賣方認為有需要時，可改動建築圖則 (如有的話)。但如有關改動在任何方面對本物業造成影響，則賣方須在改動獲建築事務監督批准後的 14 日內，將該項改動，以書面通知買方。如由於該項改動，按照該經修訂圖則，本物業或其任何部分的量度尺寸有別於第 18 條所列出的本物業的量度尺寸，則售價須按本物業受影響部分的量度尺寸的變動，按比例作出調整。但如本物業或其任何部分的量度尺寸的增減，超過第 18 條所列出的本物業的量度尺寸的 5%，則買方可撤銷本合約，而在該情況下，買方根據本合約支付的所有款項，連同該等款項的利息，須退還買方，利息由個別支付日期起計，直至退款日期為止，按香港上海滙豐銀行

有限公司不時指明的最優惠利率加年利率 2% 計算。買方須於接獲賣方就經修訂圖則獲建築事務監督批准而發出的書面通知後的 30 日內，以書面通知賣方，以行使撤銷本合約的權利。如在上述時間內，賣方沒有接獲該通知，則買方當作已接受該等圖則。

24. 除本條另有規定外，在買賣完成前，由買方向賣方律師支付的售價任何部分，須由該律師作為保證金保存人而持有，並僅可按以下方式運用及發放——
- (a) 第一，不時向賣方發放經認可人士證明為用於建造<sup>γ</sup>本期／本發展項目已支用或須支付的款額，以支付建築費用及專業費用；
  - (b) 第二，用於償還根據建築按揭（如有的話）支取以支付建築費用及專業費用的資金及其利息；
  - (c) 第三，如賣方律師及在<sup>γ</sup>本期／本發展項目的住宅單位的買賣中代表賣方行事的所有其他律師（如有的話）作為保證金保存人在任何時間所持的款項，足以支付不時經認可人士證明的建築費用及專業費用全部尚欠的餘額及上文 (b) 款所提述的其他款項，則用於支付以建築按揭（如有的話）為保證的任何其他款項；及
  - (d) 第四，如賣方律師及在<sup>γ</sup>本期／本發展項目的住宅單位的買賣中代表賣方行事的所有其他律師（如有的話）作為保證金保存人在任何時間所持的款項，足以支付上文 (c) 款所提述兩筆款項的總額，則賣方律師可向賣方發放剩餘款額。

但——

- (i) 就上文 (a) 款所指的款項而言，賣方律師在任何時間向賣方發放的任何款項，均不得超逾經認可人士證明為當時已用於支付及／或變為須支付的建築費用及專業費用減去以下款額後的款額：賣方為支付建築費用及專業費用，而已在建築按揭（如有的話）中支取的款額；及
- (ii) 賣方在任何情況下，均不得按建築按揭（如有的話）支取已根據上文 (a) 款支付的建築費用及專業費用的任何部分。

25. 根據本合約須發出的通知——
- (a) 如符合以下條件，即當作已有效地向某一方發出——
- (i) 該通知寄給該一方；及
- (ii) 該通知以一般預付郵遞方式寄往——
- (A) 在本合約中述明的該一方的地址；或
- (B) (如先前曾有地址變更的通知向另一方或該另一方的律師發出) 該一方最後為人所知的地址；及
- (b) 當作於寄出日期後的第二個辦公日送達。
26. 凡本物業或第 31 條所列出的裝置、裝修物料或設備有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，則賣方在接獲買方在第 15 條所指的買賣成交日期後的 6 個月內送達的書面通知後，須於合理地切實可行的範圍內，盡快自費作出補救。本條的規定，並不削弱買方按普通法或其他法律可享有的任何其他權利或補救。
27. 賣方向買方承諾，如有關乎或影響本物業或本發展項目的公用地方或公用部分及公用設施的欠妥之處，則在該欠妥之處有此關連或影響的範圍內，賣方將盡力執行在所有與本發展項目的建造有關的合約下的關於該等欠妥之處及維修的所有責任。
28. 如賣方清盤(不論是否自發清盤)或解散，在所有關乎本發展項目的建造的合約下的所有保證條款及擔保的利益及權利，須由賣方轉讓予根據《建築物管理條例》(第 344 章)成立的業主立案法團；如沒有該法團存在，則須轉讓予本發展項目當其時的管理人，以信託形式，代買方及本發展項目所有其他單位的購樓人士持有。
29. 在以轉讓契完成買賣後，第 17、26、27 及 28 條維持有效。
30. 如任何本合約指定的付款日期或按本合約規定完成買賣的日期並非辦公日，或在上午 9 時至下午 5 時之間，懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號，則該付款日期或完成買賣日期自動順延至下一個緊接該日並在上午 9 時至下午 5 時之間沒有懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號的辦公日。

## Residential Properties (First-hand Sales) Ordinance

Schedule 5—Part 2

Ord. No. 19 of 2012

A2625

31. 賣方須在<sup>θ</sup>本期／本發展項目完成之時或之前，將下列裝置、裝修物料及設備，裝設於本物業內——

[ 填上裝置、裝修物料及設備 ]。

但如賣方因不可抗力或其他非其所能控制的理由，而未能取得該等裝置、裝修物料及設備，則可用經認可人士證明為品質相若的其他裝置、裝修物料及設備代替。

32. 公用\*[ 及康樂 ] 設施如下——

[ 填上公用及康樂設施 ]。

\* 將不適用者刪去。

γ 如屬分期發展項目(《一手住宅物業銷售條例》(2012年第19號)所指者)，刪去“本發展項目”，否則刪去“本期”。

β 只適用於分期發展項目(《一手住宅物業銷售條例》(2012年第19號)所指者)。將不適用者刪去。

θ 如屬分期發展項目(《一手住宅物業銷售條例》(2012年第19號)所指者)及除分期發展項目的最後一期(即根據政府批地書，賣方訂立本合約需獲地政總署署長同意的期數)外，刪去“本發展項目”，否則刪去“本期”。

π 凡根據政府批地書，賣方訂立本合約需獲地政總署署長同意，即適用。將不適用者刪去。

Σ 適用於分期發展項目(《一手住宅物業銷售條例》(2012年第19號)所指者)但分期發展項目的最後一期除外。將不適用者刪去。

Ω 凡根據政府批地書，賣方訂立本合約不需獲地政總署署長同意，即適用。將不適用者刪去。

Ψ 只適用於屬有關新界豁免管制屋宇發展項目的發展項目。將不適用者刪去。



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**Schedule 6**

[ss. 9, 55, 56,  
57 & 95]

**Provisions Required to be Contained in Agreement for  
Sale and Purchase (Completed Development  
Pending Compliance)**

**Part 1**

1. In this Agreement—

- (a) “Authorized Person” means the authorized person of the √Phase/Development within the meaning given by section 2 of the Residential Properties (First-hand Sales) Ordinance (19 of 2012);
- \*[(b) “Building Mortgage” means the *[insert description of the instrument]* dated *[insert date of instrument]* and registered in the Land Registry by Memorial No. *[insert memorial number]*];
- (c) “building plans”—
  - (i) means the plans prepared by the Authorized Person in respect of the √Phase/Development and approved by the Building Authority; and
  - (ii) includes any approved amendments to the plans mentioned in paragraph (i);
- (d) “business day” means a day—
  - (i) that is not a Saturday, Sunday or public holiday; and
  - (ii) on which banks are open for business in the Hong Kong Special Administrative Region;
- (e) “Certificate of Compliance” means the certificate issued or to be issued by or on behalf of the Director of Lands to the effect that all the positive obligations of the Vendor

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under the Government Grant in relation to the land have been complied with;

- (f) “Construction Costs” means the aggregate of—
- (i) any sum incurred or to be incurred in connection with any works done or to be done, and materials or goods supplied or to be supplied, in connection with the site formation on the land and the substructure and superstructure construction for the  $\forall$ Phase/Development (including the communal <sup>\*</sup>[and recreational] facilities as set out in clause 29), and the making of the  $\forall$ Phase/Development fit to qualify for the issue of an Occupation Permit (where applicable) and to comply with the conditions of the Government Grant <sup>\Sigma</sup>[in so far as they relate to the Phase];
  - (ii) any sums needed to be incurred by the Vendor to install the fittings, finishes and appliances of the  $\forall$ Phase/Development (including the fittings, finishes and appliances as set out in clause 28) and in making every unit in the  $\forall$ Phase/Development ready for handover to purchasers on completion of the sale and purchase; and
  - (iii) any other sums (excluding Professional Fees) which in the reasonable opinion of the Authorized Person needed to be incurred to complete the  $\forall$ Phase/Development to qualify for the issue of an Occupation Permit (where applicable) and to comply with the conditions of the Government Grant <sup>\Sigma</sup>[in so far as they relate to the Phase] and this Agreement;
- (g) “Development” means [*insert brief description of the development giving as much information as reasonably practicable so that a purchaser will have a general understanding as to the nature and composition of the development, the communal and recreational facilities (if any) provided in the development, and other special features (if any), etc.*] now being constructed or to be constructed

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- on the land and intended to be known as “[*insert name of the development*]”;
- (h) “Government” means the Government of the Hong Kong Special Administrative Region;
  - (i) “Government Grant” means [*insert description of the instrument*];
  - (j) “land” means all that piece or parcel of land registered in the Land Registry as [*insert lot number*];
  - (k) “Occupation Permit” means the occupation permit or temporary occupation permit to be issued by the Building Authority under section 21 of the Buildings Ordinance (Cap. 123) for every building in the <sup>γ</sup>Phase/Development;
  - (l) “office hours” means the period beginning at 10 a.m. of a day and ending at 4:30 p.m. of the same day;
  - <sup>β</sup>(m) “Phase” means Phase [*insert phase number*] of the Development comprising [*insert description of buildings comprising the Phase*];
  - (n) “Professional Fees” means any sums incurred or to be incurred by the Vendor for the employment of the Authorized Person and other professional persons or consultants in relation to completion of the <sup>γ</sup>Phase/Development; and
  - (o) “Vendor’s Solicitors” means Messrs. [*insert name of solicitors’ firm of the vendor*].

2. In this Agreement—

- (a) “saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (19 of 2012);
- (b) the floor area of an item under clause 16(a) is calculated in accordance with section 8(3) of that Ordinance; and
- (c) the area of an item under clause 16(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

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3. The purchase price is HK\$*[insert amount]*, payable by the Purchaser to the Vendor's Solicitors as stakeholders as follows—
- [insert payment terms in such a way that the operation of clause 13 will not be affected]*.
4. The Vendor shall—
- (a) continue the construction of the Development with all due expedition;
  - (b) comply with the requirements of the Building Authority (where applicable) and of any other relevant Government authority relating to the Development; and
  - (c) complete the <sup>0</sup>Phase/Development in all respects in compliance with the conditions of the Government Grant <sup>2</sup>*[in so far as they relate to the Phase]* and the building plans (if any) on or before the *[insert the estimated material date for the development, or the estimated material date for the phase (in the case of a phase of a phased development, other than the final phase of a phased development), as provided by the Authorized Person—see sections 2(1) and 3(3) of the Residential Properties (First-hand Sales) Ordinance (19 of 2012) for the meanings of “material date” and “phased development”]* subject to such extensions of time as may be granted by the Authorized Person in accordance with clause 8.
5. Subject to clause 6, if the Vendor fails to complete the <sup>0</sup>Phase/Development by the date specified in clause 4(c) as extended by any extensions of time granted by the Authorized Person under clause 8, the Purchaser is at liberty, in addition to any other remedy that the Purchaser may have, by notice in writing to the Vendor to rescind this Agreement and upon service of such notice, this Agreement is rescinded, and the Vendor shall, within 7 days after the rescission, repay to the Purchaser all amounts paid by the Purchaser under this Agreement together

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with interest on those amounts at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time from the date or dates on which such amounts were paid up to the date of repayment, the repayment of such amounts and interest to be in full and final settlement of all claims by the Purchaser against the Vendor under this Agreement.

6. If the Purchaser does not rescind this Agreement under clause 5 within 28 days after the date specified in clause 4(c) or any extended date under clause 8, the Purchaser is deemed, without prejudice to the Purchaser's rights under clause 7, to have elected to wait for completion of the <sup>o</sup>Phase/Development. In such event the Vendor shall pay to the Purchaser interest at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time on all amounts paid under this Agreement from the date following the date specified in clause 4(c) or any extended date under clause 8 up to the date of completion of the <sup>o</sup>Phase/Development. Such interest shall be paid or allowed as a credit to the Purchaser in respect of the purchase price on completion of the sale and purchase.
7. Despite clauses 5 and 6, if the <sup>o</sup>Phase/Development is not completed within a period of 6 months from the date specified in clause 4(c) or any extended date under clause 8, the Purchaser is at liberty either to rescind this Agreement in which event the provisions of clause 5 relating to repayment and interest apply or to await the completion of the <sup>o</sup>Phase/Development in which event the provisions of clause 6 relating to the payment of interest apply.
8. The Vendor is entitled to such extensions of time for completion of the <sup>o</sup>Phase/Development beyond the date specified in clause 4(c) as granted by the Authorized Person and appear to the Authorized Person to be reasonable having regard to delays

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caused exclusively by any one or more of the following reasons—

- (a) strike or lock-out of workmen;
- (b) riots or civil commotion;
- (c) force majeure or Act of God;
- (d) fire or other accident beyond the Vendor's control;
- (e) war; or
- (f) inclement weather.

For the purpose of this Clause, “inclement weather” means rainfall in excess of 20 millimetres in a twenty-four hour period (mid-night to mid-night) as recorded at the Hong Kong Observatory, or the issue of a Black Rainstorm Warning Signal, or the hoisting of Typhoon Signal No. 8 or above, at any time between the hours of 8 a.m. and 5 p.m.

- 9. The Vendor shall within 14 days after the issue of any such extensions of time granted by the Authorized Person under clause 8 furnish the Purchaser with a copy of the relevant certificate of extension.
- 10. The Vendor shall apply in writing for a Certificate of Compliance or the consent of the Director of Lands to assign in respect of the <sup>o</sup>Phase/Development within 14 days after its having completed the <sup>o</sup>Phase/Development as stipulated in clause 4(c).
- 11. For the purpose of clauses 4, 5, 6, 7, 8 and 10, the issue of a Certificate of Compliance or consent to assign by the Director of Lands is conclusive evidence that the <sup>o</sup>Phase/Development has been completed or is deemed to be completed as the case may be and nothing in this Clause precludes the Vendor from proving that the Vendor has complied with clause 4(c) by any other means.

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12. The Vendor shall notify the Purchaser in writing that the Vendor is in a position validly to assign the Property within one month after the issue of the Certificate of Compliance or the consent of the Director of Lands to assign, whichever first happens.
13. The sale and purchase shall be completed at the offices of the Vendor's Solicitors during office hours within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.
14. Subject to clause 17 and without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
15. The Vendor warrants—
  - (a) that the fittings, finishes and appliances as set out in clause 28 shall, on or before completion of the <sup>o</sup>Phase/Development, be incorporated into the Property;
  - (b) that the Property will, on completion of the <sup>o</sup>Phase/Development, be as shown on the plan attached to this Agreement and the measurements of the Property will be those as set out in clause 16; and
  - (c) that on completion of the Development the Vendor shall provide the communal \*[and recreational] facilities as set out in clause 29.
16. The measurements of the Property are as follows—
  - (a) the saleable area of the Property is [*insert figure*] square metres/[*insert figure*] square feet \*[of which—]  
\*[[*insert figure*] square metres/[*insert figure*] square feet is the floor area of the balcony];

\*[[*insert figure*] square metres/[*insert figure*] square feet is the floor area of the utility platform];

\*[[*insert figure*] square metres/[*insert figure*] square feet is the floor area of the verandah]; and

(b) other measurements are—

\*[the area of the air-conditioning plant room is [*insert figure*] square metres/[*insert figure*] square feet];

\*[the area of the bay window is [*insert figure*] square metres/[*insert figure*] square feet];

\*[the area of the cockloft is [*insert figure*] square metres/[*insert figure*] square feet];

\*[the area of the flat roof is [*insert figure*] square metres/[*insert figure*] square feet];

\*[the area of the garden is [*insert figure*] square metres/[*insert figure*] square feet];

\*[the area of the parking space is [*insert figure*] square metres/[*insert figure*] square feet];

\*[the area of the roof is [*insert figure*] square metres/[*insert figure*] square feet];

\*[the area of the stairhood is [*insert figure*] square metres/[*insert figure*] square feet];

\*[the area of the terrace is [*insert figure*] square metres/[*insert figure*] square feet];

\*[the area of the yard is [*insert figure*] square metres/[*insert figure*] square feet].

17. The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.

18. The ad valorem stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the \*Purchaser/Vendor.



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19. The special stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the \*Purchaser/Vendor.
20. Time is in every respect of the essence of this Agreement.
21. Subject as provided in this Clause, any part of the purchase price paid by the Purchaser to the Vendor's Solicitors shall be held by them as stakeholders pending completion of the sale and purchase and shall be applied and released in the following manner only—
- (a) first, towards payment of the Construction Costs and the Professional Fees to the Vendor from time to time in such amount or amounts as certified by the Authorized Person as having been expended or having become payable on the construction of the  $\forall$ Phase/Development;
  - (b) second, towards repayment of funds drawn under the Building Mortgage (if any) for payment of the Construction Costs and the Professional Fees and interest on the Construction Costs or Professional Fees;
  - (c) third, in the event of the Vendor's Solicitors and all other solicitors (if any) acting for the Vendor in the sale of the residential units in the  $\forall$ Phase/Development at any time holding as stakeholders a sufficient sum to cover the entire outstanding balance of the Construction Costs and the Professional Fees as certified by the Authorized Person from time to time and other sums referred to in sub-clause (b) above, towards payment of any other moneys secured by the Building Mortgage (if any); and
  - (d) fourth, in the event of the Vendor's Solicitors and all other solicitors (if any) acting for the Vendor in the sale of the residential units in the  $\forall$ Phase/Development at any time holding as stakeholders a sufficient sum to cover the total of the sums referred to in sub-clause (c) above, then the

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Vendor's Solicitors may release the excess amount to the Vendor.

Provided Always that—

- (i) in respect of any payment under sub-clause (a) above the Vendor's Solicitors shall not at any time release to the Vendor any sum in excess of the amount certified by the Authorized Person as having been paid and/or become payable towards the Construction Costs and the Professional Fees at that time less the amount which the Vendor has drawn under the Building Mortgage (if any) for payment of the Construction Costs and the Professional Fees; and
  - (ii) the Vendor shall not in any circumstances draw under the Building Mortgage (if any) any part of the Construction Costs and the Professional Fees already paid under sub-clause (a) above.
22. Any notice required to be given under this Agreement—
- (a) is deemed to have been validly given to a party if—
    - (i) the notice is addressed to the party; and
    - (ii) the notice is sent by ordinary prepaid post to—
      - (A) the party's address stated in this Agreement; or
      - (B) the party's last known address (where a notification of change of address has previously been given to the other party or the other party's solicitors); and
  - (b) is deemed to have been served on the second business day after the date of posting.
23. The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 6 months after the date of completion of the sale and purchase under clause 13, remedy any defects to the

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Property, or the fittings, finishes or appliances as set out in clause 28, caused otherwise than by the act or neglect of the Purchaser. The provisions of this Clause are without prejudice to any other rights or remedies that the Purchaser may have at common law or otherwise.

24. The Vendor undertakes with the Purchaser to use its best endeavours to enforce all defects and maintenance obligations under all contracts relating to the construction of the Development in so far as such defects relate to or affect the Property or the common areas or common parts and common facilities of the Development.
25. In the event of the winding-up (whether voluntary or otherwise) or dissolution of the Vendor, the benefit and rights of and in all warranties and guarantees under all contracts relating to the construction of the Development shall be assigned by the Vendor to the Owners' Corporation incorporated under the Building Management Ordinance (Cap. 344) or if no such corporation exists to the manager of the Development for the time being to be held in trust for the Purchaser and all other purchasers of units in the Development.
26. Clauses 15, 23, 24 and 25 will survive completion of the sale and purchase by the Assignment.
27. If any date stipulated for payment in this Agreement or the day on which completion of the sale and purchase is to take place as provided in this Agreement falls on a day that is not a business day or on a day on which Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m., such date for payment or completion of the sale and purchase is automatically postponed to the immediately following day that is a business day and on which no Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m.

28. The Vendor shall, on or before completion of the <sup>θ</sup>Phase/Development, incorporate into the Property the fittings, finishes and appliances as follows—

*[insert fittings, finishes and appliances].*

Provided Always that if the Vendor is prevented by force majeure or other reason beyond its control from obtaining such fittings, finishes and appliances, other fittings, finishes and appliances certified by the Authorized Person to be of comparable quality may be substituted.

29. The communal \*[and recreational] facilities are as follows—

*[insert communal and recreational facilities].*

\* Delete as appropriate.

γ Delete “Development” for phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (19 of 2012)). Otherwise delete “Phase”.

β For phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (19 of 2012)) only. Delete as appropriate.

θ Delete “Development” for phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (19 of 2012)) except the final phase. Otherwise delete “Phase”.

Σ Applicable for phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (19 of 2012)) except the final phase of a phased development. Delete as appropriate.

## Part 2

1. 在本合約中——

(a) “認可人士”指屬《一手住宅物業銷售條例》(2012年第19號)第2條所指的認可人士的<sup>γ</sup>本期/本發展項目的認可人士；

\*[(b) “建築按揭”指日期為[填上文書的日期]並於土地註冊處以註冊摘要第[填上註冊摘要編號]號註冊的[填上文書的描述]；]

(c) “建築圖則”——

- (i) 指由認可人士就<sup>Y</sup>本期／本發展項目擬備並經建築事務監督批准的圖則；及
- (ii) 包括對第 (i) 段所述的圖則的任何經批准修訂；
- (d) “辦公日”指符合以下說明的日子——
  - (i) 不屬星期六、星期日或公眾假期；及
  - (ii) 銀行在該日於香港特別行政區開放營業；
- (e) “合格證明書”指已經或將會由地政總署署長或其代表發出的證明書，而該證明書表明關乎該土地的政府批地書下賣方的所有積極性責任，均已獲遵從；
- (f) “建築費用”指以下數額的總和——
  - (i) 任何已經或將會就已進行或將會進行的工程及已供應或將會供應的物料或貨品而招致的款項，而該款項關乎<sup>Y</sup>本期／本發展項目的土地的地盤平整及地基結構和上層結構的建造（包括第 29 條所列出的公用\*[及康樂]設施），以及令<sup>Y</sup>本期／本發展項目有適合取得獲發佔用許可證的資格（如適用的話）並符合政府批地書的條件<sup>Z</sup>只限於與本期有關的範圍內]；
  - (ii) 賣方為以下事項而需招致的任何款項：安裝<sup>Y</sup>本期／本發展項目的裝置、裝修物料及設備（包括第 28 條所列出的裝置、裝修物料及設備），以及令<sup>Y</sup>本期／本發展項目的每個單位處於可交付狀態，以便可以在買賣完成時交樓予一眾買方；及
  - (iii) 按認可人士的合理意見認為是為以下事項而需招致的任何其他款項（不包括專業費用）：完成<sup>Y</sup>本期／本發展項目，使<sup>Y</sup>本期／本發展項目取得獲發佔用許可證的資格（如適用的話）並符合政府批地書的條件<sup>Z</sup>只限於與本期有關的範圍內]及本合約；
- (g) “本發展項目”指正在或將會在該土地上興建並擬名為“[填上本發展項目的名稱]”的[填上本發展項目的扼要描述，以在合理地切實可行的範圍內，盡量提供最多資料，使買方可以大體上了解本發展項目的性質及組成、本發展項目內提供的公用及康樂設施（如有的話），及其他特點（如有的話）等]；

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- (h) “政府”指香港特別行政區政府；
- (i) “政府批地書”指 [ 填上文書的描述 ] ；
- (j) “該土地”指在土地註冊處註冊為 [ 填上地段編號 ] 的整片或整幅土地；
- (k) “佔用許可證”指由建築事務監督根據《建築物條例》(第123章)第21條，就<sup>γ</sup>本期／本發展項目中的每幢建築物發出的佔用許可證或臨時佔用許可證；
- (l) “辦公時間”指由上午10時起至同日下午4時30分為止的期間；
- <sup>β</sup>(m) “本期”指包括 [ 填上組成本期的建築物的描述 ] 的本發展項目的第 [ 填上期數 ] 期；
- (n) “專業費用”指賣方已經或將會就完成<sup>γ</sup>本期／本發展項目而僱用認可人士及其他專業人士或顧問而招致的任何款項；及
- (o) “賣方律師”指 [ 填上賣方律師事務所的名稱 ] 。
2. 在本合約中——
- (a) “實用面積”具有《一手住宅物業銷售條例》(2012年第19號)第8條給予該詞的涵義；
- (b) 第16(a)條所指的項目的樓面面積，按照該條例第8(3)條計算；及
- (c) 第16(b)條所指的項目的面積，按照該條例附表2第2部計算。
3. 售價為港幣 [ 填上款額 ] 元，須由買方支付予作為保證金保存人的賣方律師，付款方式如下——
- [ 填上不影響第13條的施行的付款條款 ] 。
4. 賣方須——
- (a) 繼續以應有速度，迅速建造本發展項目；
- (b) 遵從建築事務監督(如適用的話)及任何其他相關政府當局的關乎本發展項目的規定或要求；及

- (c) 於 [ 填上認可人士提供的本發展項目的預計關鍵日期，或本期的預計關鍵日期 ( 如屬分期發展項目的某一期，但分期發展項目的最後一期除外 ) —— “ 關鍵日期 ” 及 “ 分期發展項目 ” 的涵義需參閱《一手住宅物業銷售條例》( 2012 年第 19 號 ) 第 2(1) 及 3(3) 條 ] 或之前，在各方面符合政府批地書的條件 [ 只限於與本期有關的範圍內 ] 及建築圖則 ( 如有的話 ) 完成<sup>0</sup>本期 / 本發展項目。但如認可人士按照第 8 條批予延期，則屬例外。
5. 除第 6 條另有規定外，如賣方於第 4(c) 條指明的日期 ( 如獲認可人士根據第 8 條批予延期，則於經延展的日期 ) 或之前未能完成<sup>0</sup>本期 / 本發展項目，則買方除任何其他可用的補救方法外，可藉向賣方發出書面通知，撤銷本合約，而該通知一經送達，本合約即告撤銷。賣方須於撤銷後的 7 日內，將買方根據本合約支付的所有款項，連同該等款項的利息，退還買方。利息由個別支付日期起計，直至退款日期為止，按香港上海滙豐銀行有限公司不時指明的最優惠利率加年利率 2% 計算。上述款項連同利息一經退還，即完全並最終解決買方在本合約之下對賣方的所有申索。
6. 如買方不在第 4(c) 條指明的日期或第 8 條所指的任何經延展的日期後的 28 日內，根據第 5 條撤銷本合約，則在不削弱買方在第 7 條下的權利的情況下，買方即當作已選擇等待<sup>0</sup>本期 / 本發展項目完成。在此情況下，賣方須向買方支付買方根據本合約支付的所有款項的利息，利息由第 4(c) 條指明的日期翌日或第 8 條所指的任何經延展的日期翌日起計，直至<sup>0</sup>本期 / 本發展項目完成的日期為止，按香港上海滙豐銀行有限公司不時指明的最優惠利率加年利率 2% 計算。該利息須於買賣完成時向買方支付，或容許買方作售價的抵免。
7. 即使有第 5 及 6 條的規定，如<sup>0</sup>本期 / 本發展項目未能在第 4(c) 條指明的日期或第 8 條所指的任何經延展的日期起計的 6 個月內完成，則買方可撤銷本合約，而在該情況下，第 5 條中關於退還付款及利息的條文適用；買方亦可等待<sup>0</sup>本期 / 本發展項目完成，而在該情況下，第 6 條中關於支付利息的條文適用。

8. 賣方有權獲得認可人士批予該認可人士在顧及純粹由以下一個或多於一個原因所導致的延遲後認為合理的延期，以在第 4(c) 條指明的日期之後，完成<sup>o</sup>本期／本發展項目——
- (a) 工人罷工或封閉工地；
  - (b) 暴動或內亂；
  - (c) 不可抗力或天災；
  - (d) 火警或其他賣方所不能控制的意外；
  - (e) 戰爭；或
  - (f) 惡劣天氣。
- 就本條而言，“惡劣天氣”指香港天文台在二十四小時（從午夜至午夜）內，錄得超過 20 毫米雨量，或在上午 8 時至下午 5 時之間，發出黑色暴雨警告訊號或懸掛 8 號或以上颱風訊號。
9. 賣方須於認可人士根據第 8 條批予延期後的 14 日內，向買方提供有關延期證明書的文本。
10. 賣方須於按照第 4(c) 條的規定完成<sup>o</sup>本期／本發展項目後的 14 日內，以書面為<sup>o</sup>本期／本發展項目申請合格證明書，或申請地政總署署長的轉讓同意。
11. 就第 4、5、6、7、8 及 10 條而言，合格證明書或地政總署署長的轉讓同意的發出，即為證明<sup>o</sup>本期／本發展項目已完成或當作已完成（視屬何情況而定）的不可推翻的證據。本條並不阻止賣方以任何其他方式，證明賣方已符合第 4(c) 條的規定。
12. 賣方須在合格證明書或地政總署署長的轉讓同意（以較先發生者為準）發出後的一個月內，就賣方有能力有效地轉讓本物業一事，以書面通知買方。
13. 在賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內，買賣須於辦公時間內，在賣方律師的辦事處完成。



14. 除第 17 條另有規定外及在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
15. 賣方保證——
- (a) 在完成<sup>o</sup>本期／本發展項目之時或之前，第 28 條所列出的裝置、裝修物料及設備將裝設於本物業內；
  - (b) 在完成<sup>o</sup>本期／本發展項目時，本物業將如附於本合約的圖則所示，而本物業的量度尺寸將為第 16 條所列出的量度尺寸；及
  - (c) 在完成本發展項目時，賣方須提供第 29 條所列出的公用\*[及康樂]設施。
16. 本物業的量度尺寸如下——
- (a) 本物業的實用面積為 [填上數字] 平方米／[填上數字] 平方呎\*[，其中——]
    - \*[填上數字] 平方米／[填上數字] 平方呎為露台的樓面面積]；
    - \*[填上數字] 平方米／[填上數字] 平方呎為工作平台的樓面面積]；
    - \*[填上數字] 平方米／[填上數字] 平方呎為陽台的樓面面積]；及
  - (b) 其他量度尺寸為——
    - \*[空調機房的面積為 [填上數字] 平方米／[填上數字] 平方呎]；
    - \*[窗台的面積為 [填上數字] 平方米／[填上數字] 平方呎]；
    - \*[閣樓的面積為 [填上數字] 平方米／[填上數字] 平方呎]；
    - \*[平台的面積為 [填上數字] 平方米／[填上數字] 平方呎]；
    - \*[花園的面積為 [填上數字] 平方米／[填上數字] 平方呎]；
    - \*[停車位的面積為 [填上數字] 平方米／[填上數字] 平方呎]；
    - \*[天台的面積為 [填上數字] 平方米／[填上數字] 平方呎]；

- \*[ 梯屋的面積為 [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎 ] ;
- \*[ 前庭的面積為 [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎 ] ;
- \*[ 庭院的面積為 [ 填上數字 ] 平方米 / [ 填上數字 ] 平方呎 ] 。

17. 如賣方在本物業的權益屬衡平法權益而非法定產業權，買方不得提出反對。
18. 就本合約及有關轉讓契須支付的從價印花稅 ( 如有的話 ) ，由 \*買方 / 賣方承擔及支付。
19. 就本合約及有關轉讓契須支付的額外印花稅 ( 如有的話 ) ，由 \*買方 / 賣方承擔及支付。
20. 就每一方面而言，時間為本合約的關鍵元素。
21. 除本條另有規定外，在買賣完成前，由買方向賣方律師支付的售價任何部分，須由該律師作為保證金保存人而持有，並僅可按以下方式運用及發放——
  - (a) 第一，不時向賣方發放經認可人士證明為用於建造<sup>γ</sup>本期 / 本發展項目已支用或須支付的款額，以支付建築費用及專業費用；
  - (b) 第二，用於償還根據建築按揭 ( 如有的話 ) 支取以支付建築費用及專業費用的資金及其利息；
  - (c) 第三，如賣方律師及在<sup>γ</sup>本期 / 本發展項目的住宅單位的買賣中代表賣方行事的所有其他律師 ( 如有的話 ) 作為保證金保存人在任何時間所持的款項，足以支付不時經認可人士證明的建築費用及專業費用全部尚欠的餘額及上文 (b) 款所提述的其他款項，則用於支付以建築按揭 ( 如有的話 ) 為保證的任何其他款項；及
  - (d) 第四，如賣方律師及在<sup>γ</sup>本期 / 本發展項目的住宅單位的買賣中代表賣方行事的所有其他律師 ( 如有的話 ) 作為保證金保存人在任何時間所持的款項，足以支付上文 (c) 款所提述兩筆款項的總額，則賣方律師可向賣方發放剩餘款額。

但——

- (i) 就上文 (a) 款所指的款項而言，賣方律師在任何時間向賣方發放的任何款項，均不得超逾經認可人士證明為當時已用於支付及／或變為須支付的建築費用及專業費用減去以下款額後的款額：賣方為支付建築費用及專業費用而已在建築按揭（如有的話）中支取的款額；及
- (ii) 賣方在任何情況下，均不得按建築按揭（如有的話）支取已根據上文 (a) 款支付的建築費用及專業費用的任何部分。

22. 根據本合約須發出的通知——

- (a) 如符合以下條件，即當作已有效地向某一方發出——
  - (i) 該通知寄給該一方；及
  - (ii) 該通知以一般預付郵遞方式寄往——
    - (A) 在本合約中述明的該一方的地址；或
    - (B) （如先前曾有地址變更的通知向另一方或該另一方的律師發出）該一方最後為人所知的地址；及
- (b) 當作於寄出日期後的第二個辦公日送達。

23. 凡本物業或第 28 條所列出的裝置、裝修物料或設備有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，則賣方在接獲買方在第 13 條所指的買賣成交日期後的 6 個月內送達的書面通知後，須於合理地切實可行的範圍內，盡快自費作出補救。本條的規定並不削弱買方按普通法或其他法律可享有的任何其他權利或補救。

24. 賣方向買方承諾，如有關乎或影響本物業或本發展項目的公用地方或公用部分及公用設施的欠妥之處，則在該欠妥之處有此關連或影響的範圍內，賣方將盡力執行在所有與本發展項目的建造有關的合約下的關於該等欠妥之處及維修的所有責任。

25. 如賣方清盤（不論是否自發清盤）或解散，在所有關乎本發展項目的建造的合約下的所有保證條款及擔保的利益及權利，須由賣方轉讓予根據《建築物管理條例》（第 344 章）成立的業主立案法團；

如沒有該法團存在，則須轉讓予本發展項目當其時的管理人，以信託形式，代買方及本發展項目所有其他單位的購樓人士持有。

26. 在以轉讓契完成買賣後，第 15、23、24 及 25 條維持有效。
27. 如任何本合約指定的付款日期或按本合約規定完成買賣的日期並非辦公日，或在上午 9 時至下午 5 時之間，懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號，則該付款日期或完成買賣日期自動順延至下一個緊接該日並在上午 9 時至下午 5 時之間沒有懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號的辦公日。
28. 賣方須在<sup>θ</sup>本期／本發展項目完成之時或之前，將下列裝置、裝修物料及設備裝設於本物業內——  
[ 填上裝置、裝修物料及設備 ]。
- 但如賣方因不可抗力或其他非其所能控制的理由，而未能取得該等裝置、裝修物料及設備，則可用經認可人士證明為品質相若的其他裝置、裝修物料及設備代替。
29. 公用\*[ 及康樂 ] 設施如下——  
[ 填上公用及康樂設施 ]。

\* 將不適用者刪去。

γ 如屬分期發展項目(《一手住宅物業銷售條例》(2012 年第 19 號)所指者)，刪去“本發展項目”，否則刪去“本期”。

β 只適用於分期發展項目(《一手住宅物業銷售條例》(2012 年第 19 號)所指者)。將不適用者刪去。

θ 如屬分期發展項目(《一手住宅物業銷售條例》(2012 年第 19 號)所指者)及除最後一期外，刪去“本發展項目”，否則刪去“本期”。

Σ 適用於分期發展項目(《一手住宅物業銷售條例》(2012 年第 19 號)所指者)但分期發展項目的最後一期除外。將不適用者刪去。

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**Schedule 7**

[ss. 9, 55, 56,  
57 & 95]

**Provisions Required to be Contained in Agreement for  
Sale and Purchase (Completed Development that is  
not Completed Development Pending Compliance)**

**Part 1**

1. In this Agreement—
  - (a) “business day” means a day—
    - (i) that is not a Saturday, Sunday or public holiday; and
    - (ii) on which banks are open for business in the Hong Kong Special Administrative Region;
  - (b) “Development” means [*insert brief description of the development giving as much information as reasonably practicable so that a purchaser will have a general understanding as to the nature and composition of the development, the communal and recreational facilities (if any) provided in the development, and other special features (if any), etc.*] that has been constructed or in the course of being constructed on the land known as “[*insert name of the development*]”;
  - (c) “land” means all that piece or parcel of land registered in the Land Registry as [*insert lot number*];
  - (d) “office hours” means the period beginning at 10 a.m. of a day and ending at 4:30 p.m. of the same day; and
  - (e) “Vendor’s Solicitors” means Messrs. [*insert name of solicitors’ firm of the vendor*].

Residential Properties (First-hand Sales) Ordinance

Schedule 7—Part 1

Ord. No. 19 of 2012

A2669

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2. In this Agreement—
  - (a) “saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (19 of 2012);
  - (b) the floor area of an item under clause 7(a) is calculated in accordance with section 8(3) of that Ordinance; and
  - (c) the area of an item under clause 7(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
3. The purchase price is HK\$*[insert amount]*, payable by the Purchaser to the Vendor’s Solicitors as follows—  
*[insert payment terms in such a way that the operation of clause 4 will not be affected]*.
4. The sale and purchase shall be completed at the office of the Vendor’s Solicitors during office hours on or before *[insert date]*.
5. Subject to clause 8 and without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser’s right under the law to raise requisition or objection in respect of title.
6. The Vendor warrants—
  - (a) that the fittings, finishes and appliances as set out in clause 19 will be incorporated into the Property;
  - (b) that the Property will be as shown on the plan attached to this Agreement and the measurements of the Property will be those set out in clause 7; and
  - (c) that the Vendor shall provide the communal *\*[and recreational]* facilities as set out in clause 20.

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7. The measurements of the Property are as follows—
- (a) the saleable area of the Property is [insert figure] square metres/[insert figure] square feet \*[of which—]
- \*[[insert figure] square metres/[insert figure] square feet is the floor area of the balcony];
  - \*[[insert figure] square metres/[insert figure] square feet is the floor area of the utility platform];
  - \*[[insert figure] square metres/[insert figure] square feet is the floor area of the verandah]; and
- (b) other measurements are—
- \*[the area of the air-conditioning plant room is [insert figure] square metres/[insert figure] square feet];
  - \*[the area of the bay window is [insert figure] square metres/[insert figure] square feet];
  - \*[the area of the cockloft is [insert figure] square metres/[insert figure] square feet];
  - \*[the area of the flat roof is [insert figure] square metres/[insert figure] square feet];
  - \*[the area of the garden is [insert figure] square metres/[insert figure] square feet];
  - \*[the area of the parking space is [insert figure] square metres/[insert figure] square feet];
  - \*[the area of the roof is [insert figure] square metres/[insert figure] square feet];
  - \*[the area of the stairhood is [insert figure] square metres/[insert figure] square feet];
  - \*[the area of the terrace is [insert figure] square metres/[insert figure] square feet];
  - \*[the area of the yard is [insert figure] square metres/[insert figure] square feet].

Residential Properties (First-hand Sales) Ordinance

Schedule 7—Part 1

Ord. No. 19 of 2012

A2673

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8. The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.
  9. The ad valorem stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the \*Purchaser/Vendor.
  10. The special stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the \*Purchaser/Vendor.
  11. Time is in every respect of the essence of this Agreement.
  12. If and so long as there is a mortgage of or charge on the Property, any part of the purchase price shall be paid to the Vendor's Solicitors as stakeholders and shall be applied by them only for the purpose of obtaining reassignment/release of the Property unless a sufficient sum is held to obtain such reassignment/release in which case the Vendor's Solicitors may release to the Vendor the amount of excess over and above the sum sufficient to discharge the mortgage or charge.
  13. Any notice required to be given under this Agreement—
    - (a) is deemed to have been validly given to a party if—
      - (i) the notice is addressed to the party; and
      - (ii) the notice is sent by ordinary prepaid post to—
        - (A) the party's address stated in this Agreement; or
        - (B) the party's last known address (where a notification of change of address has previously been given to the other party or the other party's solicitors); and
    - (b) is deemed to have been served on the second business day after the date of posting.



Residential Properties (First-hand Sales) Ordinance

Schedule 7—Part 1

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A2675

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14. The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 6 months after the date of completion of the sale and purchase under clause 4, remedy any defects to the Property, or the fittings, finishes or appliances as set out in clause 19, caused otherwise than by the act or neglect of the Purchaser. The provisions of this Clause are without prejudice to any other rights or remedies that the Purchaser may have at common law or otherwise.
15. The Vendor undertakes with the Purchaser to use its best endeavours to enforce all defects and maintenance obligations under all contracts relating to the construction of the Development in so far as such defects relate to or affect the Property or the common areas or common parts and common facilities of the Development.
16. In the event of the winding-up (whether voluntary or otherwise) or dissolution of the Vendor, the benefit and rights of and in all warranties and guarantees under all contracts relating to the construction of the Development shall be assigned by the Vendor to the Owners' Corporation incorporated under the Building Management Ordinance (Cap. 344) or if no such corporation exists to the manager of the Development for the time being to be held in trust for the Purchaser and all other purchasers of units in the Development.
17. Clauses 6, 14, 15 and 16 will survive completion of the sale and purchase by the Assignment.
18. If any date stipulated for payment in this Agreement or the day on which completion of the sale and purchase is to take place as provided in this Agreement falls on a day that is not a business day or on a day on which Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m., such date for payment or completion of the sale and purchase is

automatically postponed to the immediately following day that is a business day and on which no Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m.

19. The Vendor shall incorporate into the Property the fittings, finishes and appliances as follows—

*[insert fittings, finishes and appliances].*

20. The communal \*[and recreational] facilities are as follows—

*[insert communal and recreational facilities].*

\* Delete as appropriate.

## Part 2

1. 在本合約中——

(a) “辦公日”指符合以下說明的日子——

(i) 不屬星期六、星期日或公眾假期；及

(ii) 銀行在該日於香港特別行政區開放營業；

(b) “本發展項目”指已在或正在該土地上興建並名為“[填上本發展項目的名稱]”的[填上本發展項目的扼要描述，以在合理地切實可行的範圍內，盡量提供最多資料，使買方可以大體上了解本發展項目的性質及組成、本發展項目內提供的公用及康樂設施(如有的話)，及其他特點(如有的話)等]；

(c) “該土地”指在土地註冊處註冊為[填上地段編號]的整片或整幅土地；

(d) “辦公時間”指由上午 10 時起至同日下午 4 時 30 分為止的期間；

(e) “賣方律師”指[填上賣方律師事務所的名稱]。

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2. 在本合約中——
- (a) “實用面積”具有《一手住宅物業銷售條例》(2012年第19號)第8條給予該詞的涵義；
  - (b) 第7(a)條所指的項目的樓面面積，按照該條例第8(3)條計算；及
  - (c) 第7(b)條所指的項目的面積，按照該條例附表2第2部計算。
3. 售價為港幣[填上款額]元，須由買方支付予賣方律師，付款方式如下——
- [填上不影響第4條的施行的付款條款]。
4. 買賣須在[填上日期]或之前，於辦公時間內，在賣方律師的辦事處完成。
5. 除第8條另有規定外及在不損害《物業轉易及財產條例》(第219章)第13及13A條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
6. 賣方保證——
- (a) 第19條所列出的裝置、裝修物料及設備將會裝設於本物業內；
  - (b) 本物業將如附於本合約的圖則所示，而本物業的量度尺寸將為第7條所列出的量度尺寸；及
  - (c) 賣方須提供第20條所列出的公用\*[及康樂]設施。
7. 本物業的量度尺寸如下——
- (a) 本物業的實用面積為[填上數字]平方米/[填上數字]平方呎\*[，其中——]
    - \*[[填上數字]平方米/[填上數字]平方呎為露台的樓面面積]；
    - \*[[填上數字]平方米/[填上數字]平方呎為工作平台的樓面面積]；

\*[填上數字]平方米／[填上數字]平方呎為陽台的樓面面積]；  
及

(b) 其他量度尺寸為——

\*[空調機房的面積為[填上數字]平方米／[填上數字]平方呎]；

\*[窗台的面積為[填上數字]平方米／[填上數字]平方呎]；

\*[閣樓的面積為[填上數字]平方米／[填上數字]平方呎]；

\*[平台的面積為[填上數字]平方米／[填上數字]平方呎]；

\*[花園的面積為[填上數字]平方米／[填上數字]平方呎]；

\*[停車位的面積為[填上數字]平方米／[填上數字]平方呎]；

\*[天台的面積為[填上數字]平方米／[填上數字]平方呎]；

\*[梯屋的面積為[填上數字]平方米／[填上數字]平方呎]；

\*[前庭的面積為[填上數字]平方米／[填上數字]平方呎]；

\*[庭院的面積為[填上數字]平方米／[填上數字]平方呎]。

8. 如賣方在本物業的權益屬衡平法權益而非法定產業權，買方不得提出反對。
9. 就本合約及有關轉讓契須支付的從價印花稅(如有的話)，由\*買方／賣方承擔及支付。
10. 就本合約及有關轉讓契須支付的額外印花稅(如有的話)，由\*買方／賣方承擔及支付。
11. 就每一方面而言，時間為本合約的關鍵元素。
12. 如有本物業的按揭或押記，則在有上述按揭或押記之時，售價的任何部分均須支付予作為保證金保存人的賣方律師，賣方律師只可將該款項運用於取得本物業的再轉讓／解除，但如賣方律師所持的款項足以取得該項再轉讓／解除，則屬例外，而在此情況下，

賣方律師可向賣方發放超出足以解除該按揭或押記的款項的剩餘款額。

13. 根據本合約須發出的通知——
  - (a) 如符合以下條件，即當作已有效地向某一方發出——
    - (i) 該通知寄給該一方；及
    - (ii) 該通知以一般預付郵遞方式寄往——
      - (A) 在本合約中述明的該一方的地址；或
      - (B) (如先前曾有地址變更的通知向另一方或該另一方的律師發出) 該一方最後為人所知的地址；及
  - (b) 當作於寄出日期後的第二個辦公日送達。
14. 凡本物業或第 19 條所列出的裝置、裝修物料或設備有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，則賣方在接獲買方在第 4 條所指的買賣成交日期後的 6 個月內送達的書面通知後，須於合理地切實可行的範圍內，盡快自費作出補救。本條的規定，並不削弱買方按普通法或其他法律可享有的任何其他權利或補救。
15. 賣方向買方承諾，如有關乎或影響本物業或本發展項目的公用地方或公用部分及公用設施的欠妥之處，則在該欠妥之處有此關連或影響的範圍內，賣方將盡力執行在所有與本發展項目的建造有關的合約下的關於該等欠妥之處及維修的所有責任。
16. 如賣方清盤(不論是否自發清盤)或解散，在所有關乎本發展項目的建造的合約下的所有保證條款及擔保的利益及權利，須由賣方轉讓予根據《建築物管理條例》(第 344 章)成立的業主立案法團；如沒有該法團存在，則須轉讓予本發展項目當其時的管理人，以信託形式，代買方及本發展項目所有其他單位的購樓人士持有。
17. 在以轉讓契完成買賣後，第 6、14、15 及 16 條維持有效。

## Residential Properties (First-hand Sales) Ordinance

Schedule 7—Part 2

Ord. No. 19 of 2012

A2685

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18. 如任何本合約指定的付款日期或按本合約規定完成買賣的日期並非辦公日，或在上午 9 時至下午 5 時之間，懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號，則該付款日期或完成買賣日期自動順延至下一個緊接該日並在上午 9 時至下午 5 時之間沒有懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號的辦公日。
19. 賣方須將下列裝置、裝修物料及設備，裝設於本物業內——  
[ 填上裝置、裝修物料及設備 ]。
20. 公用\*[ 及康樂 ] 設施如下——  
[ 填上公用及康樂設施 ]。

\* 將不適用者刪去。

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## **Schedule 8**

[ss. 7, 66, 68 & 95]

### **Vendor's Information Form**

#### **1. Information to be given in vendor's information form**

A vendor's information form mentioned in section 66 or 68 must set out the following information—

- (a) the amount of the management fee that is payable for the specified residential property;
- (b) the amount of the Government rent (if any) that is payable for the specified residential property;
- (c) the name of the owners' incorporation (if any);
- (d) the name of the manager of the development;
- (e) any notice received by the vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the development;
- (f) any notice received by the vendor from the Government or requiring the vendor to demolish or reinstate any part of the development;
- (g) any pending claim affecting the specified residential property that is known to the vendor.

#### **2. Application of section 1 of this Schedule in case of phased development**

If the development is divided into 2 or more phases, section 1 of this Schedule applies to the vendor's information form as if a reference in section 1(d), (e) and (f) of this Schedule to the development were a reference to the phase of which the specified residential property forms part.