

APPROVED FORM OF SALE AND PURCHASE AGREEMENT FOR COMPLETED DEVELOPMENT (RESIDENTIAL PROPERTIES) UNDER RULE 5C(4) OF SOLICITORS' PRACTICE RULES

- Note:** 1. Clauses highlighted in grey are substantially provisions required to be included under the Residential Properties (First-hand Sales) Ordinance (“Ordinance”). It is, however, the responsibility of solicitors to ensure compliance with the Ordinance as amended from time to time.
- 2(a) Clauses underlined are for mandatory inclusion and should not be altered unless prior approval has been obtained from Council. Detailed reason(s) has/have to be given for each of the proposed amendment to the mandatory clauses. A non-refundable application fee of HK\$25,000 (subject to revision) for each agreement is payable on filing of the application.
- (b). No amendment of a drafting nature to the mandatory clauses will be considered.
- (c). No application for consent to amendments to the non-mandatory clauses is necessary except to the extent that those amendments might conflict with the terms of the mandatory clauses.
- (d). Application has to be made for consent from the Council for introduction of any new clauses or amendments to non-mandatory clauses which have the effect of altering the nature of the mandatory clauses.
3. For the avoidance of doubt, it is the responsibility of solicitors to ensure the agreement for sale and purchase to be entered into by the vendor and the purchaser are in compliance with all legal requirements, including but not limited to the Ordinance, if applicable. The use of this Approved Form should not be taken by solicitors as compliance with all such legal requirements.

THIS AGREEMENT is made the day of

Two thousand and

BETWEEN the Vendor and the Purchaser whose particulars are set out in Schedule
1.

Recitals WHEREAS :-

(1) The Construction of the *Building/Development has been completed and the Occupation Permit in respect of the *Building/Development was issued by the Building Authority on [].

(1) Certificates of Exemption in respect of site formation works, building works and drainage works have been issued by the District Lands Officer, [] pursuant to Section 5 of the Buildings Ordinance (Application to the New Territories) Ordinance, Chapter 121.

(1) The construction of the *Building/Development has been completed and no Occupation Permit in respect of the *Building/Development is required for the occupation thereof by virtue of the Buildings Ordinance (Application to the New Territories) Ordinance, Chapter 121.

(1) A Certificate of Compliance has been issued by the District Lands Officer,
[] on [].

(1) A Letter of Compliance has been issued by the District Lands Officer,
[] on [].

(1) A no objection to occupy letter has been issued by the District Lands Officer, [] on [].

(1) A permit to occupy has been issued by the District Officer.

inapplicable [] on [].

#Where a certificate of compliance/ Consent to Assign is required before Vendor can assign, Recital (2) must be included
** Delete if inappropriate

#[(2) A **Certificate of Compliance /**Consent to Assign has been issued by the Director of Lands pursuant to the conditions of the Government Grant.]

(3) The land and the *Building/Development are notionally divided into such undivided parts or shares as hereinafter provided.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

Interpretation

1. (1) **In this Agreement -**

Applicable only for sales in phases, and delete if inapplicable

(a) "the Building" means the [] storeyed building which has/have been constructed on the land and known as ["] or the building or buildings which has/have been constructed on the land comprised in Phase [] of the Development of which the Property forms part.

(b) **"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;**

(c) "Deed of Mutual Covenant" means the document *[to be] registered in the Land Registry which defines the rights, interests and obligations of

all or any of the co-owners of the land and the *Building/Development among themselves and incorporates a Management Agreement (if any);

(d) "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"]*;

(e) "Government Grant" means [insert description of the instrument] as set out in Schedule 2);

(f) "land" means all that piece or parcel of land registered in the Land Registry as *[insert lot number]*;

#Delete if no occupation permit is required for the occupation of the Building/Development

[#](g) "Occupation Permit" means the written permission issued by the Building Authority under the provisions of the Buildings Ordinance (Cap. 123) for the *Building/Development to be occupied and includes a Temporary Occupation Permit;

(h) "office hours" means the period beginning at 10 a.m. of a day and ending at 4:30 p.m. of the same day ;

#Delete if the Development does not involve any phase

#(i) "Phase []" means the Phase of the Development comprising Blocks [];

(j) "Property" means the property described in Part A of Schedule 3 ²[and in the context of clause 26(3)(b) and Part B of Schedule 3, excludes the parking space constituting separate unit described in Part A of Schedule 3];

#Delete if no occupation permit is required for the occupation of the Building/ Development

#(k) "Temporary Occupation Permit" means the temporary permit issued by the Building Authority under the provisions of the Buildings Ordinance (Cap. 123) for the *Building/Development or any part thereof comprising the Property to be occupied; and

(l) "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 (Cap.621);

(b) the floor area of an item under paragraph (a) of Part B of Schedule 3 is calculated in accordance with section 8(3) of that Ordinance; and

(c) the area of an item under paragraph (b) of Part B of Schedule 3 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

- (3) In this Agreement, if the context permits or requires, the singular number shall include the plural and the masculine gender shall include the feminine and the neuter.

Sale and
purchase

2. The Vendor shall sell and the Purchaser shall purchase the Property TOGETHER with the right in common with the Vendor or other person or persons claiming through, under or in trust for the Vendor to use for the purpose of access to and egress from the Property the lifts, entrance hall, staircases and landings in the Development and such of the passages in the Development intended for common use and serving the Property and the appurtenances thereto and TOGETHER with all rights of way (if any) and other rights and all privileges, easements and appurtenances thereunto belonging or appertaining AND all the estate, right, title, interest, property, claim and demand whatsoever of the Vendor in and to the Property EXCEPTING AND RESERVING unto the Vendor and its successors and assigns other than the Purchaser the right to the exclusive use, occupation and enjoyment of the whole of the Development *[including the external walls (if any) of the Property] SAVE AND EXCEPT :-

- (a) the Property; and
- (b) such areas and facilities (if any) as may be designated as common areas or common parts and common facilities in the Deed of Mutual Covenant or are intended for common use.

Purchase price

3. (1) The purchase price is the sum set out in Schedule 4, payable by the Purchaser to the Vendor's Solicitors [#][as stakeholders] in the manner set out in Schedule 4.

[#]This part is mandatory only if the provision of clause 24 is applicable

(2) The Vendor's Solicitors are the Vendor's agents for the purposes of receiving all moneys payable to the Vendor pursuant to this Agreement including the balance of the purchase price payable upon completion.

(3) The Vendor declares that the payment to such agents of any deposit, instalments of the purchase price (if any) and the balance thereof shall be a full and sufficient discharge of the Purchaser's obligations under this Agreement.

(4) The Vendor may revoke the authority of the agents and appoint other solicitors as agents in their place. No such revocation shall be valid unless it:-

- (a) is in writing addressed to the Purchaser;
- (b) is delivered to the Purchaser or his solicitors, at least seven clear days prior to completion; and
- (c) specifically identifies this Agreement.

(5) In respect of each payment of the purchase price or any part of the purchase price required to be made under this Agreement, the Purchaser shall deliver to the Vendor's Solicitors on the date on which such payment is required to be made a cashier order issued or a cheque certified good for payment by a licensed bank in the Hong Kong Special Administrative Region in favour of the Vendor's Solicitors for the relevant amount.

(6) Without prejudice to any other remedy under this Agreement, the Vendor is entitled to demand and receive payment of interest on the amount of any

part of the purchase price not paid on its due date at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time calculated from the date on which the same ought to have been paid by the Purchaser to the date of actual payment.

Duty of Solicitors

4. The Vendor's Solicitors unless the Purchaser exercise the right under clause 12(1)(c) hereof to instruct his own solicitors, shall be the solicitors acting also for the Purchaser and, as evidenced by their preparation of this Agreement and attending the execution thereof by the Purchaser, shall owe to the Purchaser the same duty of care of solicitors as if they had been independently instructed by the Purchaser to act for him in relation to the purchase.

Completion of sale and purchase

5. The sale and purchase shall be completed at the office of the Vendor's Solicitors during office hours on or before *[insert date]*.

Proper assurance

6. On completion of the sale and purchase, the Vendor and all other necessary parties (if any) will execute a proper assurance of the Property to the Purchaser or the Purchaser's nominee or sub-purchaser free from incumbrances but subject to the Government Grant.

Rents, profits, outgoings, etc.

7. The rents and profits shall be received and all outgoings shall be discharged by the Vendor up to and inclusive of the actual day of completion, and as from but exclusive of that day all outgoings shall be discharged by the Purchaser. All such rents, profits and outgoings shall, if necessary, be apportioned between the Vendor and the Purchaser and paid on completion.

Risk
[EITHER]

[8. (a) Immediately after the signing of this Agreement, the Property shall as between the Vendor and the Purchaser be at the Purchaser's risk. The Purchaser is hereby advised to take out proper insurance coverage on the Property for his own protection and benefit.

(b) As from the date of this Agreement, the Vendor shall hold in trust for the Purchaser the benefit of any existing policy of insurance relating to the Property.

(c) The Vendor does not warrant that any or any adequate policy of insurance exists relating to the Property or, if any such policy exists, that it will be renewed on expiration.

(d) The Vendor shall, if required, and at the expense of the Purchaser obtain or consent to an endorsement of notice of the Purchaser's interest on the policy of insurance relating to the Property and in such case the Vendor (keeping such policy in force) may require the Purchaser to pay on completion a proportionate part of the premium from the date of this Agreement.]

[OR]

[8. The Property, as between the Vendor and the Purchaser, remains at the Vendor's risk until completion of the sale and purchase in clause 5.]

Requisition on
title

9. (1) Subject to clause 13(2) 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.

(2) If the Purchaser makes and insists on any objection or requisition in respect of the title or otherwise which the Vendor is unable or (on the ground of difficulty, delay or expense or on any other reasonable ground) unwilling to remove or comply with, the Vendor is, notwithstanding any previous negotiation or litigation, at liberty to cancel the sale on giving to the Purchaser or his Solicitors at least 14 days' notice in writing to that effect, in which case unless the objection or requisition is in the meantime withdrawn, the sale is cancelled on the expiry of such notice and the Purchaser is entitled to a return of the deposit and other sums of money already paid but without interest, costs or compensation.

Government
Grant, easements
mis-description

10. (1) The Property is sold subject to and with the benefit of the Government Grant, for the term of years created by or absolutely (as the case may be) and with any right of renewal granted by the Government Grant and subject to all easements (if any) subsisting in the Government Grant.

(2) No error, mis-statement or mis-description shall cancel the sale nor shall any compensation be allowed in respect of such error, mis-statement or mis-description save as otherwise provided in this Agreement and except where such error, mis-statement or mis-description relates to a matter materially and adversely affecting the value or user of the Property.

Physical
condition

11. If the Property was available for viewing by the Purchaser prior to the signing of this Agreement, then subject to clause 26, the Purchaser purchases with full

knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.

Rights of
Purchaser

12. (1) The Purchaser is at any time before completion of the sale and purchase at liberty to :-

#Applicable if
sub-clause (2) is
adopted

(a) #[subject to sub-clause (2) hereof], sub-sell the Property or transfer the benefit of this Agreement without any interference or charges by the Vendor or anyone claiming under or through the Vendor;

(b) charge or mortgage the Property for the purchase price or any part of the purchase price Provided Always that notice in writing of any such charge or mortgage is given to the Vendor or the Vendor's solicitors;

(c) instruct any firm of solicitors of his choice to act for him in this Agreement and the Assignment to the Purchaser;

**This must be adopted if this transaction is one to which Section 34A(3) of the Conveyancing & Property Ordinance (Cap.219) will apply if the Purchaser shall choose to have separate representation

**[in which event, each party shall pay its own solicitors' costs of and incidental to this Agreement and the Assignment to the Purchaser (including all legal costs and disbursements of and incidental to the preparation, completion, stamping and registration of this Agreement and the Assignment).]

OR

In cases where Section 34A(3) of the CPO does not apply, either ** or *** could be adopted as

***[Provided Always that the Purchaser shall in this event bear and

appropriate

pay to the Vendor's Solicitors on behalf of the Vendor the costs of this Agreement at the full scale charge and the costs of the Assignment at half scale charge;]

*[(2) The Purchaser hereby covenants with the Vendor that in the event that the Purchaser sub-sells the Property or transfers the benefit of this Agreement in any manner whatsoever and whether by written or unwritten agreement before the completion hereof, the Purchaser will procure from the sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whomsoever a covenant in the sub-sale Agreement for Sale and Purchase or impose a binding obligation in such other agreement to the effect that such sub-purchaser or other transferee whomsoever shall (i) disclose, by setting out at length in the sub-sale Agreement for Sale and Purchase or other agreement whatsoever, full details (including identity card numbers and full addresses) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration including any commission, reservation or agents fee or any other amount which any of the parties knows has been paid or given over to any person in addition to the consideration payable to the Vendor for the assignment and (ii) will procure from any subsequent sub-purchaser or other transferee a covenant, in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement, having similar effect as this clause 12(2).]

Cancellation of Agreement

(3) In the event of the Purchaser requesting and the Vendor agreeing to

execute a Cancellation Agreement or any other means which has the effect of cancelling this Agreement or the obligations of the Purchaser under this Agreement, the Vendor is entitled to retain the sum of 5% of the total purchase price of the Property as consideration for his agreeing to cancel this Agreement and not as a penalty and the Purchaser will in addition pay or reimburse, as the case may be, to the Vendor all legal costs, charges, disbursements (including any stamp duty) in connection with cancellation of this Agreement.

Good title

13.(1) The Vendor shall at his own expense show a good title to the Property and produce to the Purchaser for his perusal such certified or other copies of any deeds or documents of title, wills and matters of public record as may be necessary to complete such title. The costs of verifying the title, including search fees, shall be borne by the Purchaser who shall also, if the Purchaser requires certified copies of any documents in the Vendor's possession relating to other property retained by the Vendor as well as to the Property, pay the cost of such certified copies.

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

Documents of title

14. (1) Such of the documents of title as relate exclusively to the Property will be delivered to the Purchaser. All other documents of title in the possession of the Vendor will be retained by the Vendor who shall, if so required on the completion of the sale and purchase, give to the Purchaser a covenant for the safe custody of the documents and for production and delivery of copies of those documents at the expense of the Purchaser, such covenant to be prepared by the Purchaser.

(2) The provision of clause 14(1) shall survive completion of the sale and

purchase by the Assignment.

Costs and
disbursements of
Agreement

15. (1) Subject to the provisions of clause 12(1)(c), all legal costs and disbursements of and incidental to the preparation, completion, stamping and registration of this Agreement and the Assignment to the Purchaser shall be borne and paid by the *Purchaser/Vendor, and in the event that the Purchaser instructs solicitors other than the Vendor's Solicitors to act for him:-

Revision to this
clause may be
necessary as a
result of Section
34A(3) of the
Conveyancing &
Property
Ordinance
(Cap.219)

- (a) if the Purchaser shall request the Vendor to execute more than one assignment in respect of the Property the Purchaser shall on completion pay the additional costs charged by the Vendor's Solicitors for their approval; and
- (b) if the Purchaser shall request the Vendor to assign the Property to his nominee or sub-purchaser the Purchaser shall on completion pay the additional costs charged by the Vendor's Solicitors for the perusal of any instrument of Nomination or Sub-Sale Agreement.

Stamp duty, etc.

(2) All registration fees payable on the provisional agreement or this Agreement (if any) and the Assignment shall be borne and paid by the *Purchaser/Vendor.

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

(4) The special stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the *Purchaser/Vendor.

(5) The professional fees for the plan(s) to be annexed to this Agreement and the Assignment shall be borne and paid by the Purchaser.

Time of the
Essence

16. Time is in every respect of the essence of this Agreement.

Default of
Purchaser

17. (1) Should the Purchaser fail to observe or comply with any of the terms and conditions contained in this Agreement or to make the payments in accordance with Schedule 4 or any interest payable under this Agreement within 7 days after the due date, the Vendor may give to the Purchaser notice in writing calling upon the Purchaser to make good his default. If the Purchaser fails within 21 days after the date of service of such notice fully to make good his default, the Vendor may by a further notice in writing forthwith determine this Agreement and in such event:-

(a) all sums paid by the Purchaser up to 10% of the purchase price by way of deposit shall be forfeited to the Vendor; and

(b) where the Purchaser has entered into possession of the Property, the Vendor is entitled to re-enter upon the Property and repossess the same free from any right or interest of the Purchaser in the Property and to receive from the Purchaser as occupation fee a sum equal to 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

the unpaid balance of the purchase price for the period during which the Purchaser was in occupation.

(2) Upon determination of this Agreement pursuant to sub-clause (1), the Vendor may resell the Property either by public auction or private contract subject to such stipulations as the Vendor may think fit and any increase in price on a resale shall belong to the Vendor. On a resale, any deficiency in price shall be made good and all expenses attending such resale shall be borne by the Purchaser and such deficiency and expenses shall be recoverable by the Vendor as and for liquidated damages Provided That the Purchaser shall not be called upon to bear such deficiency or expenses unless the Property is resold within 6 months after the determination of this Agreement.

Default of Vendor

18. In the event of the Vendor failing to complete the sale in accordance with the terms and conditions of this Agreement, it shall not be necessary for the Purchaser to tender an Assignment to the Vendor for execution before taking proceedings to enforce specific performance of this Agreement.

Deed of Mutual Covenant
[EITHER]

[19. On completion of the sale and purchase, the Purchaser shall EITHER enter into a Deed of Mutual Covenant and if required by the Vendor a Management Agreement with the Vendor OR at the Vendor's option accept an Assignment of the Property from the Vendor subject to and with the benefit of a Deed of Mutual Covenant and a Management Agreement (if any) entered into by the Vendor with another purchaser or purchasers in respect of the land and the Building/Development. The provisions of the Deed of Mutual Covenant shall

not conflict with the Guidelines set out in Law Society Circular 12-886 as amended from time to time unless otherwise permitted by the Law Society of Hong Kong or have been approved by the Director of Lands.]

[OR] [19. The Property is sold subject to and with the benefit of a Deed of Mutual Covenant and a Management Agreement (if any) registered in the Land Registry by Memorial No _____]

Costs of Deed of Mutual Covenant 20. The Purchaser shall pay to the *Vendor's Solicitors/Messrs. [] a due proportion of the costs of and incidental to the preparation stamping registration and completion of the above mentioned Deed of Mutual Covenant and Management Agreement (if any) or the entire costs of a certified copy thereof in accordance with the scale of costs prescribed in the Solicitors (General) Costs Rules.

Possession, utility deposits, etc. 21. (1) Subject as mentioned in this Agreement, the Purchaser is, on completion of the sale and purchase, entitled to vacant possession of the Property, all outgoings including Government rent, rates and management fees up to and inclusive of the completion date being paid by the Vendor.

(2) Before the Purchaser is entitled to possession of the Property the Purchaser shall:-

- (a) reimburse the Vendor a due proportion of any deposits paid by the Vendor for the supply of water, electricity and gas (if any) to the common areas or common parts of the Development; and

- (b) pay to the Vendor or the manager of the Development all the deposits and advance payments payable under the Deed of Mutual Covenant and the deposit for the removal of debris left by the Purchaser, his agents or contractors.

Registration	22. <u>This Agreement shall be registered in the Land Registry within 1 month after the date of this Agreement.</u>
No *[further] mortgage by Vendor	23. <u>The Vendor shall not after the execution of this Agreement enter into any *[further] mortgage or charge of the Property.</u>
Release of purchase price	24. 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.
Notices	25. Any notice required to be given under this Agreement - (1) is deemed to have been validly given to a party if – (a) the notice is addressed to the party; and (b) the notice is sent by ordinary prepaid post to – (i) the party's address stated in this Agreement; or (ii) 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

(2) is deemed to have been served on the second business day after the date of posting.

Warranties

26. (1) The Vendor shall incorporate into the Property the fittings, finishes and appliances as follows –

the fittings, finishes and appliances as set out in Schedule 6.

(2) The communal *[and recreational] facilities are as follows –

the communal *[and recreational] facilities as set out in Schedule 7.

(3) The Vendor warrants -

(a) that the fittings, finishes and appliances as set out in clause 26(1) 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 Part B of Schedule 3; and

(c) that the Vendor shall provide the communal *[and recreational] facilities as set out in clause 26(2).

^z [(4) The Vendor also warrants that the parking space constituting separate unit described in Part A of Schedule 3 will be as shown on the plan attached to this Agreement and the area of such parking space to be measured from the centre of its demarcating lines or (if applicable) the interior face of the enclosing walls is as follows –

[insert figure] square metres/[insert figure] square feet.]

(5) In addition to clauses 26(3)(a), (b) and (c) mentioned in clause 30 hereof, all other provisions of this clause 26 will survive completion of the sale and purchase by the Assignment.

Remedy of
Defects

27. 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 5, remedy any defects to the Property, or the fittings, finishes or appliances as set out in Schedule 6, 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.

Maintenance
Obligations

28. 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.

Winding up of
vendor

29. 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.

30. Clauses 26(3)(a), (b) and (c), 27, 28 and 29 will survive completion of the sale and purchase by the Assignment.

Non-business day etc.

31. 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..

Marginal Notes

32. The marginal notes to this Agreement shall not be deemed to be part of this Agreement and do not affect the interpretation or construction of this Agreement.

Certificate of value

33. It is hereby certified that the transaction effected by this Agreement does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds HK\$ [*insert amount*].

Stamp Duty Ordinance

34. For the purpose of section 29B(1) and 29B(5) of the Stamp Duty Ordinance (Cap.117), the matters to be specified are as set out in Schedule 5 hereto.

Contracts (Rights of Third Parties)

35.(1) Save for the manager of the Development, and the Owners' Corporation

Ordinance
(for clauses 35
and 36)
*where there is a
change to the
clause number of
clause 29 of this
Agreement, the
reference to
clause 29 in
clauses 35 and
36 hereto have to
be amended
accordingly.

(if applicable) as mentioned in [*clause 29] in respect of the benefit and rights under that clause, no person who is not a party to this Agreement shall have any right to enforce any provisions of this Agreement under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) (“the said Ordinance”).

(2) Section 6(1) of the said Ordinance shall not apply to this Agreement and this Agreement may be rescinded or varied by agreement of the parties hereto from time to time without the consent of any person who is not a party to this Agreement provided that in the case of variation by agreement, the benefit conferred on the manager of the Development and the Owners’ Corporation under [*Clause 29] shall not be varied.

(3) For the purpose of sub-clause (2) and for the purpose of section 6(4) of the said Ordinance, the Vendor agrees to take reasonable steps to make the manager of the Development and the Owners’ Corporation (if applicable) aware of sub-clause (2) before the circumstances set out in section 6(2)(a) or (b) of the said Ordinance occur. For the avoidance of doubt, this sub-clause (3) will not survive completion of the sale and purchase by the Assignment.

36. Notwithstanding any provision herein contained, no provisions in this Agreement shall adversely affect [*clause 29] of this Agreement.

SCHEDULE 1

Parties

(a) Vendor:

(b) Purchaser:

[Insert name, title, identification document (if any) and address of the party / parties signing the Agreement] and which for the purposes of this Agreement shall include their executors and administrators.

SCHEDULE 2

Government Grant

- (a) *Government Lease/Conditions of Sale/Conditions of Grant/Conditions of Exchange /New Grant No.[*insert number*] *[as varied or modified by a Modification Letter dated [*insert date of the instrument*] and registered in the Land Registry by Memorial No.[insert memorial number]], the particulars of which are as follows -
- (b) Parties:
- (c) Date:
- (d) Term: years from expiring on
- (e) User:
- (f) Lot Number:

SCHEDULE 3

Part A

Property

[Insert description of the Property, and where the Property comprises residential unit and parking space each constituting separate unit, insert description of the residential unit and the parking space in separate paragraphs as follows:

- (i) [insert description of the residential unit];*
- (ii) [insert description of the parking space constituting separate unit], being the parking space constituting separate unit as referred to in this Agreement.]*

Part B

Measurements

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].

SCHEDULE 4

Purchase Price

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 5 will not be affected]

SCHEDULE 5

Matters required to be specified under Section 29B(5) of the Stamp Duty Ordinance (Cap. 117):

- (a) (1) Name of the Vendor –

[insert name]

Address/Registered Office of the Vendor –

[insert address/registered office]
- (2) Name of the Purchaser -

[insert name]

Address/Registered Office of the Purchaser –

[insert address/registered office]
- (b) (1) Identification Number of the Vendor –

[insert description and number of identification document]
- (2) Identification Number of the Purchaser –

[insert description and number of identification document]
- (c) (1) Business Registration Number of the Vendor –

[insert business registration number]
- (2) Business Registration Number of the Purchaser –

[insert business registration number]

- (d) Description and location of the Property –
[insert description and location]
- (e) *The Property is a residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap. 117)*
- (f) Date of this Agreement –
[insert date]
- (g) This Agreement was preceded by *[insert description of the instrument, e.g. preliminary agreement for sale and purchase]* on the same terms made between *[insert the names of the parties]* on *[insert date of the instrument]*
- (h) *[insert a statement as to whether or not a date has been agreed for the Conveyance on Sale or Assignment of the Property and, if so, that date].*
- (i) There is an agreed consideration for the Conveyance on Sale or Assignment that is to, or may, take place pursuant to this Agreement and the amount of the consideration is HK\$*[insert amount]*.
- (j) *[Insert a statement as to the amount or value of any other consideration which the parties signing this Agreement know has been paid or given, or has been agreed to be paid or given, to any person for or in connection with this Agreement or any Conveyance on Sale or Assignment of the Property pursuant to this Agreement (excluding legal expenses), together with the name, address,*

and the identification number or business registration number of each person receiving or to receive such consideration, and a description of the benefit to which the consideration relates.]

SCHEDULE 6

Fittings, Finishes and Appliances

[insert fittings, finishes and appliances]

SCHEDULE 7

Communal *[and Recreational] Facilities

[insert communal and recreational facilities]

AS WITNESS the hands of the said parties hereto the day and year first above written.

SIGNED by [*insert name(s) and*)
description of office(s) of)
authorized signatory(ies)] for and)
on behalf of the Vendor)
whose signature(s) is/are verified)
by :-)

Solicitor, Hong Kong SAR

SIGNED by *the Purchaser in)
the presence of/[*insert name(s) and*)
description of office(s) of authorized)
signatory(ies)] for and on behalf)
of the Purchaser whose signature(s))
is/are verified by: -)

Solicitor, Hong Kong SAR

INTERPRETED to the Purchaser in the [] dialect of the Chinese language by: -

RECEIVED on or before the day and year first)
)
above written of and from the Purchaser the sum)
)
of HONG KONG DOLLARS [*insert amount*]) HK\$
)

Messrs. [*insert name of the Vendor's Solicitors*] as stakeholders

* Delete as appropriate

℥ For sale of property comprising residential unit and parking space each constituting separate unit. Delete as appropriate.

Dated

A G R E E M E N T

for Sale and Purchase of

REGISTERED in the Land Registry by Memorial
No.

on

p. Land Registrar

SOLICITORS, & Co.

HONG KONG SAR