

APPROVED FORM OF SALE AND PURCHASE AGREEMENT FOR NON-CONSENT SCHEME UNDER RULE 5C(3) OF SOLICITORS' PRACTICE RULES

- Note :**
- 1. 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\$4,500 (subject to revision) for each agreement is payable on filing of the application.**
 - 2. No amendment of a drafting nature to the mandatory clauses will be considered.**
 - 3. 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.**
 - 4. 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.**

THIS AGREEMENT is made the day of

Two thousand and

*Delete if
inapplicable

BETWEEN the Vendor *[the Financier] and the Purchaser whose particulars are set out in
Schedule 1.

WHEREAS :-

Recitals

(1) The Vendor intends to erect and complete upon the land before the [] day of []
20[] the Development in all respects complying with the building plans.

(2) For the purpose of selling and assigning various parts of the Development certain
undivided shares of and in the land have been allocated to such parts, such shares being subject to
adjustment by the Vendor under Clause 21.

- (3) No consent of the Director of Buildings and Lands is required for the Vendor to enter into (inter alia) this Agreement for the sale of the Property.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

Interpretation

1. (1) In this Agreement including the recitals the following expressions shall have the following meanings except where the context otherwise permits or requires :-

- (a) "Authorized Person" means [], and this expression shall include any other authorized person or persons as defined in Section 2(1) of the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) for the time being appointed by the Vendor in his place.

**
Applicable
only for
sales in
phases, and
delete if
inapplicable

- (b) *["Building" means the building or buildings comprised in **[Phase [] of] the Development of which the Property forms part.]

*Delete if
inapplicable

- (c) *["Building Mortgage" means the [] dated the [] day of [] made between the Vendor of the one part and [] of the other part and registered in the Land Registry by Memorial No.[].]

- (d) "building plans" means the general building plans and specifications prepared by the Authorized Person and approved by the Building Authority under Reference No. [] and includes any approved amendments thereto.

(e) “business day” means a day other than Saturdays, Sundays and public holidays and on which banks are open for business in Hong Kong.

(f) “Construction Cost” means:-

(i) any amount incurred or paid or to be incurred or paid to any contractors or suppliers for work done or to be done, or materials or goods supplied or to be supplied, in connection with the construction of *[Phase [] of] the Development and in rendering *[Phase [] of] the Development fit to qualify for the issue of the Occupation Permit; and

(ii) any sums needed to be incurred by the Vendor to install the fittings and finishes of *[Phase [] of] the Development (including the fittings and finishes as set out in Schedule 6 and in making every unit in *[Phase [] of] the Development ready for handover to purchasers on completion of the sale and purchase; and

(iii) any other amounts (excluding Professional fees) (as defined in Clause 1(1)(q) below) which (in the reasonable opinion of the Authorized Person) need to be incurred by the Vendor in order to complete the construction of *[Phase [] of] the Development in accordance with the building plans and in rendering *[Phase [] of] the Development fit to qualify for the issue of the Occupation Permit.

* Applicable only for sales in phases, and delete if inapplicable

- (g) "Deed of Mutual Covenant" means the document to be registered in the Land Registry by which the rights, interests and obligations of all or any of the co-owners of the land and the Development among themselves are defined and incorporates a Management Agreement (if any).
- (h) "Development" means the [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 provided therein, other special features (if any), etc.] now being constructed or to be constructed on the land in accordance with the building plans and intended to be known as ["_____"].
- (i) "Government" means the Government of the Hong Kong Special Administration Region.
- (j) "Government Grant" means the Government Grant document specified in Schedule 2.
- (k) "land" means all that piece or parcel of land known and registered in the Land Registry as [insert lot number].
- (l) "Measurements" means the measurements of the Property set out in Schedule 4.

- (m) "Occupation Permit" means the written permission to be issued by the Building Authority under the provisions of the Buildings Ordinance for the Building/Development to be occupied and includes a Temporary Occupation Permit.
- (n) "Office hours" means 10:00 a.m. to 4:30 p.m. on weekdays and 10:00 a.m. to 12:00 noon on Saturdays.
- (o) "Other Areas" means:
- the area of any cockloft which shall be measured from the interior of the enclosing walls and shall include the internal partitions and columns within such cockloft;
- the area of any bay window which shall be measured from the exterior of the enclosing walls or glass windows of such bay window and from the point where the bay window meets the wall dropping to the floor level of a unit excluding the thickness of such wall;
- the area of any carparking space which shall be measured to the centre of its demarcating lines or the interior face of its enclosing walls, as the case may be;
- the area of any yard, terrace, garden, flat roof, roof and air-conditioning plant room which shall be measured from the interior of their boundary lines, and where boundary consists of a wall, then it shall be measured from the interior of such wall.
- Where the Property consists of any of the above-mentioned items, the area of

each of such items shall be separately set out in Schedule 4.

*Delete if
inapplicable

- (p) *["Phase []" means the Phase of the Development comprising [Blocks []].]
- (q) "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 *[Phase [] of] the Development.
- (r) "Property" means the property described in Schedule 3.
- (s) "Saleable area" means:-
the floor area of a unit enclosed by walls (inclusive of the floor area of any balconies, utility platforms and verandahs but exclusive of the Other Areas), which area (including any balcony, utility platform or verandah enclosed by the walls) shall be measured from the exterior of the enclosing walls of such unit, balconies, utility platform or verandahs (as the case may be) except where such enclosing walls separate two adjoining units, balconies, utility platforms or verandahs (as the case may be), in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, balconies, utility platforms or verandahs (as the case may be); but shall exclude the common parts outside the enclosing walls of such unit, balconies, utility platforms or verandahs (as the case may be), and for balconies, utility platforms or verandahs, shall exclude the whole thickness of the

enclosing walls or boundary which abut onto the unit Provided That if any of the enclosing walls abut onto a common area, then the whole thickness of the enclosing walls which so abut shall be included. Where a balcony, utility platform or verandah is not enclosed by a solid wall, the floor area of such balcony, utility platform or verandah shall be measured from the external boundary of the said balcony, utility platform or verandah.

(t) "Statutory Declaration" means the Statutory Declaration of the solicitor for the Vendor registered in the Land Registry by Memorial No.[] in compliance with Rule 5C(3) of the Solicitors' Practice Rules.

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

(2) 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 therein 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

[EITHER] *[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 :-

*Delete if
inapplicable

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

[OR] *[(1) 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 wall (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 facilities in the Deed of Mutual Covenant or are intended for common use; and
- (2) unto the Vendor the right at any time prior to completion of the sale and purchase to enter into a modification of the Government Grant to (here insert brief description of the modification) on such terms and conditions as may be

agreed between the Government and the Vendor at their absolute discretion without any reference to, concurrence or approval of the Purchaser and any persons deriving or acquiring title or interest in the Property under the Purchaser and without the necessity of joining in the Purchaser and any persons deriving or acquiring title or interest in the Property under the Purchaser provided that all premium, charges and expenses for the modification of the Government Grant shall be borne by the Vendor solely and that the Purchaser's sole and exclusive right and privilege to hold, use, occupy and enjoy the Property shall not be affected.]

Purchase price

*Delete if inapplicable

3. (1) The purchase price shall be the sum set out in Schedule 5 and shall be paid by the Purchaser to the Vendor's solicitors as stakeholders in the manner set out in Schedule 5 *[and in particular, the Purchaser shall pay to the stakeholders a further installment of 10% of the purchase price within 14 days of the date of this agreement.]

(2) In the event of any money paid hereunder to the stakeholders not being applied in the manner set out in Clause 25, such money shall be deemed to have been paid by the Purchaser to Messrs. [] as agents for the Vendor.

(3) In the event of the Purchaser being required pursuant to Schedule 5 to pay the balance of the purchase price at a time when the Occupation Permit is issued and the Vendor not being at that time in a position validly to assign the Property to the Purchaser for any reason, the Purchaser shall be entitled to withhold such payment until the Vendor is in a position validly to assign the

Property and has given at least 14 days' notice in writing to that effect to the Purchaser. Provided that where the Purchaser has opted for payment of the full balance of purchase price within days of the signing hereof in accordance with Schedule 5 then this sub-clause (3) shall not apply.

(4) In respect of each payment of the purchase price or any part thereof required to be made hereunder, the Purchaser shall deliver to the Vendor's solicitors on the date on which such payment is required to be made hereunder 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.

(5) Subject to sub-clause (3) but without prejudice to any other remedy hereunder, the Vendor shall be 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.

Completion
of Building/
Development,
extension of
time,
rescission

4. (1) The Vendor shall :-

- (a) continue the construction of the Development with all due expedition;
- (b) comply with the requirements of the Building Authority and of any other relevant Government authority relating to the Development; and

* Applicable only for sales in phases, and delete if inapplicable

- (c) complete *[Phase [] of] the Building/Development in all respects in accordance with the building plans and this Agreement, incorporating the fittings and finishes as set out in Schedule 6 into the Property, on or before the [] day of [] subject to such extensions of time as may be granted by the Authorized Person in accordance with sub-clause (5)(a).

Note: (2) and (3) are mandatory where the land is subject to a Re-development Order

[(2) If the land is subject to a Redevelopment Order, the Vendor shall complete the Development in all respects in accordance with the building plans by the expiry date of the period allowed by the 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 period allowed by the Redevelopment Order relating to or affecting the land, the Vendor shall promptly apply for and obtain such extension of time for completing the Development as shall be required and shall pay any fine or premium to the Government for such extension. The Vendor shall notify the Purchaser of such application and terms of extension granted within 30 days of each event.

(3) If the Vendor fails to apply for and obtain any necessary extension of time for completing the Development under sub-clause (2) and fails to complete the Development by the expiry date of the period allowed by the Redevelopment Order or such extension period as may have been granted, the Purchaser shall be entitled, *[unless the completion of the sale and purchase herein has taken place], in addition to any other remedy that he may have, to give the Vendor notice in writing in that behalf to rescind this Agreement and upon service of such notice, this Agreement shall be rescinded within 7 days thereafter and the Vendor shall repay to the

*This phrase is to be inserted in phased developments only

Purchaser all amounts paid by the Purchaser hereunder together with interest thereon 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 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 hereunder.]

* Applicable only for sales in phases, and delete if inapplicable

- (4) (a) Subject to sub-clause (4)(b), if the Vendor fails to complete *Phase [] of the Building/Development / the Building/Development by the date specified in sub-clause (1)(c) as extended by any extensions of time granted by the Authorized Person under sub-clause (5)(a), the Purchaser shall be at liberty by notice in writing to the Vendor to rescind this Agreement and upon service of such notice, this Agreement shall be rescinded within 7 days thereafter and the Vendor shall repay to the Purchaser all amounts paid by the Purchaser hereunder together with interest thereon 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 hereunder.
- (b) If the Purchaser does not rescind this Agreement under sub-clause (4)(a) within 28 days from the date specified in sub-clause (1)(c) or any extended date, he shall be deemed, without prejudice to his rights under sub-clause (4)(c) hereof, to have elected to wait for completion of *[Phase [] of] the Building/Development. In

* Applicable
only for
sales in
phases, and
delete if
inapplicable

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 or extended date specified in sub-clause (1)(c) or any extended date up to the date of completion of *Phase [] of the Building/Development / the Building/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.

- (c) If *Phase [] of the Building/Development / the Building/Development is not completed in accordance with the building plans and the other provisions of this Agreement within a period of 6 months from the date specified in sub-clause (1)(c) or any extended date under sub-clause (5)(a), the Purchaser shall be at liberty either to rescind this Agreement in which event the provisions of sub-clause (4)(a) relating to repayment and interest shall apply or to await the completion of *Phase [] of the Building/Development / the Building/Development in which event the provisions of this sub-clause (4)(b) relating to the payment of interest shall apply.
- (5) (a) The Vendor shall be entitled to such extensions of time for completion of *Phase [] of the Building/Development / the Building/Development beyond the date stated in sub-clause (1)(c) as shall be granted by the Authorized Person and appear to him to be reasonable having regard to delays caused exclusively by any one or

more of the following reasons :-

- (i) Strike or lock-out of workmen;
- (ii) Riots or civil commotion;
- (iii) Force majeure or Act of God;
- (iv) Fire or other accident beyond the Vendor's control;
- (v) War; or
- (vi) Inclement weather and for the purpose of this Agreement inclement weather means rainfall in excess of 20 millimetres in a twenty-four hour period (midnight to midnight) as recorded at the Hong Kong Observatory, a Rainstorm Black Warning is issued or the hoisting of Typhoon Signal No.8 or above at any time between the hours of 8:00am to 5:00pm.

- (b) The Vendor shall notify the Purchaser in writing within 14 days from the issue of any such extensions of time granted by the Authorized Person and furnish the Purchaser with a copy of the relevant certificate of extension.

- (6) For the purposes of this Clause, the Building/Development is deemed to be completed on the date on which the Occupation Permit is issued.

Completion 5. The sale and purchase shall be completed at the office of Messrs. [] during office hours within 14 days of the Purchaser being notified in writing that the Occupation Permit has been issued and the Vendor is in a position validly to assign the Property to the Purchaser.

Delete if
inapplicable *[Where the Purchaser under this Agreement is not the assignee personally executing the

Assignment of the Property from the Vendor, the Purchaser is hereby required to disclose such information as will enable the Vendor to set out at length in the Assignment full details (including identity card numbers and full addresses) of all confirmors, nominees, sub-purchasers or 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 and including any commissions, reservation or agents fees or any other amount which any of the parties knows has been paid or given to any person in connection with any intermediate transaction in addition to the consideration payable to the Vendor for the assignment under this Agreement, and in the event of the failure of the Purchaser and any other intermediate party failing to provide the required information to the satisfaction of the Vendor, the Vendor may notwithstanding anything to the contrary contained in Clause 6 hereof refuse to complete the assignment in favour of any assignee other than the Purchaser under this Agreement without incurring any liability for damages or otherwise to the Purchaser or any of the intermediate parties, whether disclosed or not.]

Possession
* Applicable
if the
optional part
in Clause 5
is adopted

6. *[Subject to Clause 5 above, on] [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 and the Deed of Mutual Covenant. Subject as hereinafter mentioned, the Purchaser or the Purchaser's nominee or sub-purchaser shall on completion of the sale and purchase be 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.

- Risk 7. The Property shall as between the Vendor and the Purchaser remain at the Vendor's risk until the date fixed for completion of the sale and purchase in Clause 5.
- Requisition of title 8. If the Purchaser shall make and insist on any objection or requisition in respect of the title or otherwise which the Vendor shall be unable or (on the ground of difficulty, delay or expense or on any other reasonable ground) unwilling to remove or comply with, the Vendor shall, notwithstanding any previous negotiation or litigation, be 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 shall have been in the meantime withdrawn, the sale shall on the expiry of the notice be cancelled and the Purchaser shall be 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 9. (1) The Property is sold subject to and with the benefit of the Government Grant, for the term of years created thereby or absolutely (as the case may be) and with any right of renewal thereby granted and subject to all easements (if any) subsisting therein.
- (2) No error, mis-statement or mis-description shall cancel the sale nor shall any compensation be allowed in respect thereof 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.
- Warranties 10. The Vendor hereby warrants :-

- (a) that at the date hereof (i) the building plans have been duly approved, (ii) the consent of the Building Authority has been given under the Buildings Ordinance to commence building works on the land and (iii) to the best of the Vendor's knowledge no impediment exists which would prohibit or impede the completion of construction of the *Phase [] of the Building/Development / Building/Development within the time specified in Clause 4(1)(c):

* Applicable only for sales in phases, and delete if inapplicable

- (b) that the fittings and finishes specified in Schedule 6 shall, on or before completion of the construction of *Phase [] of the Building/Development / the Building/Development, be incorporated into the Property Provided Always that if the Vendor is prevented by force majeure or other reason beyond his control from obtaining such fittings and finishes, other fittings and finishes certified by the Authorized Person to be of comparable quality may be substituted:

A schedule of fittings and finishes (similar to the requirements under para. 11.3.1(a) of the Annex to LACO CM No.40A)* must be included in this Agreement

- (c) that subject to Clause 20 the Property will on completion of the construction of *Phase [] of the Building/Development / the Building/Development be as shown on the plan attached hereto and the measurements of the Property will be the Measurements:

Delete if inapplicable

- (d) that on completion of the Development the Vendor shall provide the communal [and recreational] facilities set out in Schedule 7.

Rights of
Purchaser

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

*Applicable
if sub-clause
(2) is
adopted

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

(b) charge, mortgage or assign the benefit of this Agreement Provided Always that notice in writing of any such charge, mortgage or assignment is given to the Vendor or his Solicitors;

Delete as
inappropriate

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

**This must
be adopted if
this
transaction is
one to which
Section
34A(3) of the
Conveyancing
and 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/or the subsequent Assignment to the Purchaser (including all legal costs of and incidental to the preparation, completion, stamping and registration of this Agreement and the subsequent Assignment).]

OR

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

***[Provided Always that the Purchaser shall in this event bear and 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 subsequent 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 11(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 hereunder, the Vendor shall be 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 stamp duty, if any) in connection

with cancellation of this Agreement.

Good Title 12. 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 he 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. *[The Purchaser acknowledges that the Certificate of Compliance in respect of the Building/Development has not been issued and the Vendor's interest to the Property is equitable only. In the event that the Certificate of Compliance shall not be issued prior to completion of the sale and purchase herein, the Vendor shall only be obliged to prove a good title to the Vendor's equitable interest in the Property].

*The words in bracket are only applicable where a Certificate of Compliance has not been issued and will not apply where the interest in the Property arises under a Government Lease.

Documents of title 13. 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 him and he will, if required, give to the Purchaser a covenant for the safe custody, production and delivery of copies thereof at the expense of the Purchaser.

Costs and disbursements of Agreement 14.(1) Subject to the provisions of Clause 11(1)(c), all legal costs of and incidental to the preparation, completion, stamping and registration of this Agreement and the subsequent

*Delete as inappropriate 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:-

- (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.

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

Stamp duty, etc.

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

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

Time of the essence

- 15. Time shall in every respect be of the essence of this Agreement.

Default of Purchaser

- 16. (1) Should the Purchaser fail to observe or comply with any of the terms and conditions herein contained or to make the payments in accordance with Schedule 5 or any interest payable hereunder within 7 days of the due date, the Vendor may (subject to Clause 3(3)) give to the Purchaser notice in writing calling upon the Purchaser to make good his default. In the event of the Purchaser failing within 21 days from 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.

(2) Upon the determination of this Agreement pursuant to sub-clause (1) :-

- (a) all sums paid by the Purchaser up to 10% of the purchase price by way of deposit shall be forfeited to the Vendor;
- (b) where the Purchaser has entered into possession of the Property, the Vendor shall become entitled to re-enter upon the Property and repossess the same free from any right or interest of the Purchaser therein 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.

(3) Upon determination of this Agreement under 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 of the determination of this Agreement.

Default of
Vendor

17. In the event of the Vendor failing to complete the sale in accordance with the terms and conditions hereof, 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

18. 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 to define their respective rights and obligations of and in the land and the Development and to make provisions for the management of the Development OR at the Vendor's option accept an Assignment of the Property from the Vendor subject to and with the benefit of the 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 Development. Such Deed of Mutual Covenant and Management Agreement (if any) shall follow closely the draft or drafts exhibited to the Statutory Declaration subject however to such modifications as are necessitated by changes in the building plans, any adjustment of the undivided shares, a change in the management company and the like. The provisions of the Deed of Mutual Covenant shall not conflict with the Guidelines set out in Law Society Circular 11-28 as amended from time to time unless otherwise permitted by the Law Society of Hong Kong.

Cost of
DMC

19. The Purchaser shall pay to Messrs. [] the costs of and incidental to the Deed of Mutual Covenant in accordance with the scale of costs prescribed in the Solicitors (General) Costs Rules which include the costs for the provision of a certified copy of such Deed of Mutual Covenant to the Purchaser.

Alteration of
building
plans

20.(1) Notwithstanding anything hereinbefore contained, the Vendor hereby reserves the right to alter the building plans 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 as soon as the same has been approved by the Building Authority. If as a result of such alteration, the measurements of the Property or any part thereof according to such amended plans shall differ from the Measurements, then the purchase price shall be adjusted in proportion to the variation of the measurements of the parts of the Property affected Provided That if the increase or reduction in the measurements of the Property or any part thereof shall exceed 5% of the Measurements, then the Purchaser shall be at liberty to rescind this Agreement in which event all moneys paid by him hereunder shall be returned to him with interest thereon 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 his right of rescission by notice in writing to the Vendor within 30 days of the Purchaser being 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 shall be deemed to have accepted such plans.

(2) Any dispute as to -

- (a) the extent of any variation in the Measurements under sub-clause (1), or
- (b) the extent of any adjustment of the purchase price as a result thereof, or
- (c) whether the proviso to Clause 10(b) has been complied with and, if it has not, as to the extent of the damages which should be paid

shall first be referred to the Authorized Person for a decision thereon.

(3) If either party is dissatisfied with the decision of the Authorized Person, such party shall within 14 days of the decision being communicated to him give to the other party notice of his intention to refer the matter to another authorized person as defined in Section 2(1) of the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) acting as an expert. Should the parties fail to agree on such other authorized person to be appointed within 30 days after the giving of such notice either party shall be entitled to apply to the President of The Hong Kong Institute of Surveyors for the appointment of a member of the Institute whose decision shall be final and binding on both parties. If neither party refers the decision within the time aforesaid, the decision of the Authorized Person shall be final and binding on the parties hereto. The costs of the Authorized Person shall be paid as directed by him in his award.

Adjustment
of undivided
shares

21. The Vendor hereby expressly reserves the right to adjust the number of undivided shares into which the land and the Development shall be notionally divided and the fraction which each share bears to the whole Provided That such adjustment shall not -

- (a) have the effect of increasing the contributions to the management expenses payable by the Purchaser by more than 5%; or
- (b) affect the Purchaser's sole and exclusive right and privilege to hold, use, occupy and enjoy the Property.

Utility
deposits

22. Before being 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 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 23. This Agreement shall be registered at the Land Registry within 1 month from the [] day of [] of 20[] being the date of the preliminary agreement referred to at Schedule 8 item (g) of this Agreement.

No [further] mortgage by Vendor 24. The Vendor shall not after the execution of this Agreement enter into any [further] mortgage or charge of the Property or any other part of the land or the Development but nothing herein shall prevent the Vendor from charging the unpaid proceeds of sale under this Agreement (subject however to Clause 25) to further finance the Construction Cost so long as notice of any such mortgage or charge is given to the Purchaser.

Release of Purchase Price 25.(1). Subject as hereinafter provided, any part of the purchase price paid by the Purchaser to Messrs. [] 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 Cost and Professional Fees to the

Vendor from time to time in such amount or amounts as shall be certified by the Authorized Person as having been expended or having become payable on the construction of the Development;

(b) second, towards repayment of funds drawn under the Building Mortgage (if any) for payment of the Construction Cost and interest thereon;

(c) third, in the event of Messrs. [_____] at any time holding as stakeholders a sufficient sum to cover the entire outstanding balance of Construction Cost and Professional Fees as certified by the Authorized Person from time to time and other sums referred to in sub-clause (1)(b), towards payment of any other moneys secured by the Building Mortgage;
and

(d) fourth, in the event of Messrs. [_____] at any time holding as stakeholders a sufficient sum to cover the total of the sums referred to in sub-clause (1)(c), then Messrs. [_____] may release the excess amount to the Vendor.

Provided Always that :-

(i) in respect of any payment under sub-clause (1) (a) Messrs. [_____] 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 Cost and Professional Fees at that time less the amount which the Vendor has drawn under the Building Mortgage for payment of Construction Cost and Professional Fees; and

- (ii) the Vendor shall not in any circumstances draw under the Building Mortgage any part of the Construction Cost already paid under sub-clause (1)(a);

Where no
Building
Mortgage

(2) If and so long as there is no Building Mortgage, then up to an amount equal to 20% of the purchase price hereunder may be paid over to the Vendor and the balance shall be applied towards payment of Construction Cost to the Vendor against the Authorised Person's certificates as to the amounts expended or payable thereon. The provisions of sub-clause (1) above shall in such event apply as if sub-clause (1)(b) and all references to Building Mortgage had been omitted.

(3) All moneys received by Messrs. [] as stakeholders hereunder shall be placed in a client account bearing interest and subject to clearance (if the payment is made by cheque) the Vendor shall be entitled to all interest (if any) earned on such account.

Notices

26. Any notice required to be given hereunder shall be deemed to have been validly given if addressed to the party to whom the notice is given and sent by ordinary prepaid post to the address of such party herein stated or to his last known address if a notification of change of address has previously been given to the other party or his solicitors and shall be deemed to have been served on the second business day after the date of posting.

Defects 27. (1) 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 of the date of completion of the sale and purchase under Clause 5 remedy any defects to the Property, or the fittings or finishes specified in Schedule 6, caused otherwise than by the act or neglect of the Purchaser. The provisions of this sub-clause are without prejudice to any other rights or remedies the Purchaser may have at common law or otherwise.

(2) The Vendor undertakes with the Purchaser to use his 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 parts and facilities of the Development.

(3) 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 Incorporation incorporated under the Building Management Ordinance 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.

[EITHER] [28. The provisions of Clauses 10, 13 and 27 shall survive completion of the sale and purchase by the Assignment.]

[OR] [28. (1) The provisions of Clauses 10, 13, 27 and 28(2) shall survive completion of the

sale and purchase by the Assignment.]/

- (2) The Purchaser hereby expressly acknowledges and agrees that the Vendor may apply to and negotiate with the Government for a modification of the Government Grant to (here insert brief description of the modification) pursuant to his right excepted and reserved under Clause 2(2) and may take personally (to the exclusion of the Purchaser and any persons deriving or acquiring title or interest in the Property under the Purchaser) any benefit arising out of or incidental to the modification entered into and that the modification of the Government Grant shall not give to the Purchaser, or any persons deriving or acquiring title or interest in the Property under the Purchaser, any right of objection or action against the Vendor or the Government.]

*This Clause shall only be applicable if a Certificate of Compliance has not been issued at the date of this Agreement and will not apply where the interest in the property arises under a Government Lease

- *29. Notwithstanding any provisions to the contrary in this Agreement, in the event that the Certificate of Compliance shall not be issued prior to completion of the sale and purchase herein, the Vendor shall assign and convey to the Purchaser and the Purchaser shall accept an equitable interest in the Property on completion. The Vendor shall however, be obliged to show a good title to the Legal Estate of the Property and to convey and assign a legal estate of the Property to the Purchaser on the completion if the Certificate of Compliance should be issued after the date of this Agreement but before completion of the sale and purchase herein.

Non-business day etc.

- 30(a) If any date stipulated for payment herein or the day on which completion of the sale and purchase is to take place as hereinbefore provided shall fall on a day on which Typhoon

Signal No. 8 or above is hoisted or Black Rainstorm Warning is issued at any time between the hours of 9:00am and 5:00pm, such date for payment or completion of the sale and purchase shall be automatically postponed to the immediately following day which is a business day and on which no Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning is issued at any time between the hours of 9:00am and 5:00pm.

- (b) Unless the contrary intention is expressed, if any date stipulated for payment herein or the day on which completion of the sale and purchase is to take place as hereinbefore provided shall fall on a day which is not a business day, such date for payment or for completion of the sale and purchase shall be automatically postponed to the immediately following day which is a business day.

Delete if
inapplicable

[31. The Financier hereby covenants with the Purchaser that the Financier will not call back the whole or any part of the loan which has been advanced or will be advanced to the Vendor until the Development has been completed and that the Financier will, if necessary, provide all further finance to enable the Vendor to complete construction of the Development.]

Marginal
Notes

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

Certificate
of value

33. It is hereby certified that the transaction hereby effected 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\$

Stamp Duty
Ordinance

34. For the purpose of section 29B(1) and (5) of the Stamp Duty Ordinance, the matters to be specified are as set out in Schedule 8 hereto.

SCHEDULE 1

(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.

*(c) Financier:

* Delete if inapplicable

SCHEDULE 2

(a) Government Lease/Conditions of Sale/*Grant/ Exchange No. / New Grant No.
*as varied or modified by Modification Letter dated [] and registered in the
Land Registry by Memorial No.

(b) Parties :

(c) Date :

(d) Term : years from expiring on

(e) User :

(f) Lot Number :

*delete if inapplicable

SCHEDULE 3

Property

[ALL THAT the estate right title benefit and interest of and in] ALL THOSE
equal undivided parts or shares of and in the land which for the purposes of
identification is shown on the Site Plan attached hereto and thereon coloured * and
of and in the Development now under construction thereon and intended to be known as *

TOGETHER with the exclusive right and privilege to hold use occupy and
enjoy ALL THOSE premises known as FLAT on the FLOOR of TOWER
[and Carparking Space No.] of the Development (as shown and designated * on
the Floor Plan(s) [and Car Park Plan] hereto attached and thereon coloured
*)

SCHEDULE 4

Measurements of the Property

A Saleable Area:

Approximately [] square metres *of which approximately [] square metres belong to the balcony *and [] square metres belong to the utility platform *and [] square metres belong to the verandah

B Other Areas:

<u>*Approximately</u>	<u>square metres for the bay window</u>
<u>*Approximately</u>	<u>square metres for the [flat] roof</u>
<u>*Approximately</u>	<u>square metres for the garden</u>
<u>*Approximately</u>	<u>square metres for the cockloft</u>
<u>*Approximately</u>	<u>square metres for the yard</u>
<u>*Approximately</u>	<u>square metres for the terrace</u>
<u>*Approximately</u>	<u>square metres for the car parking space</u>
<u>*Approximately</u>	<u>square metres for the air-conditioning plant room</u>

C Air-conditioning platform:

<u>*Approximately</u>	<u>square metres</u>
-----------------------	----------------------

*delete if inapplicable

SCHEDULE 5

The purchase price mentioned in Clause 3(1) shall be HK\$ [and shall be paid
by the Purchaser to Messrs. [] as follows] :-

- (i) the amount of \$ being 10% of the purchase price has been paid as deposit on signing the agreement preliminary to this Agreement;
- (ii) a further amount of \$ being a 10% of the purchase price shall be paid within 14 days of the date of this Agreement;

SCHEDULE 6

Fittings and Finishes

SCHEDULE 7

Communal [and Recreational] Facilities

SCHEDULE 8

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

- (a) (1) Name of the Vendor -
Address/Registered
Office of the Vendor -
- (2) Name of the Purchaser -
Address/Registered
Office of the Purchaser -
- (b) (1) Identification Number
of the Vendor -
- (2) Identification Number
of the Purchaser -
- (c) (1) Business Registration
Number of the Vendor -
- (2) Business Registration
Number of the Purchaser -

- (d) Description and location
of the Property -
- (e) The Property is residential/non-residential property within the meaning of
Section 29A(1) of the Stamp Duty Ordinance.
- (f) Date of this Agreement -
- (g) This Agreement was preceded by [insert the name of the provisional
agreement, e.g. Instruction on Sale] on the same terms made between [insert
the names of the parties] on the [] day of [] 20 .
- (h) There is no agreed date for the conveyancing on sale or assignment of the
Property [or as the case may be].
- (i) There is an agreed consideration for the conveyancing on sale or assignment
that is to, or may, take place pursuant to this Agreement and the amount of
the consideration is \$ [].
- (j) There is no 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 pursuant to this Agreement (excluding legal expenses) [or as
the case may be].

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

SIGNED by)
)
)
)
)
on behalf of the Vendor)
)
whose signature is verified)
)
by :-)

Solicitor, Hong Kong SAR.

SIGNED by the Purchaser in)
)
the presence of :-)

Solicitor, Hong Kong SAR.

*[SEALED with the Common Seal)
)
of the Financier and SIGNED)
)
by)
)
)
)
whose signatures are)
)
verified by :-)] *Delete if inapplicable

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

Clerk to Messrs. []
Solicitors &c., Hong Kong SAR

RECEIVED the day and year first above written)
)
of and from the Purchaser the above mentioned)
)
deposit of DOLLARS) \$
)

Messrs. [] as stakeholders

Dated

A G R E E M E N T
for Sale and Purchase of

REGISTERED at the Land Registry
by Memorial No.

on

p. Land Registrar

SOLICITORS, & CO.
HONG KONG SAR

(2011)