

APPROVED FORM OF SALE AND PURCHASE AGREEMENT FOR COMPLETED DEVELOPMENT UNDER RULE 5C(4) 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

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

1.

Recitals

WHEREAS :-

Delete if
inapplicable

- (1) The Construction of the Building/Development has been completed and the Occupation Permit in respect of the Building was issued by the Building Authority

(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 Building Ordinance (Application to the New Territories) Ordinance, Chapter 121.

Delete if
inapplicable

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

Delete if
inapplicable

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

Delete if
inapplicable

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

Delete if
inapplicable

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

Delete if
inapplicable

(1) A permit to occupy has been issued by the District Officer,
[] on [].

*Where a
certificate of
compliance/Cons
ent 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 including the recitals the following expressions shall
have the following meanings except where the context otherwise permits or
requires :-

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 other than Saturdays, Sundays and
public holidays and on which banks are open for business in Hong
Kong.

- (c) "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 Building/Development among themselves are defined and incorporates a Management Agreement (if any).
- (d) "Development" means the development which has been constructed and/or in the course of being constructed on the land and known as ["_____"].
- (e) "Government Grant" means the Government Grant document specified in Schedule 2.
- (f) "land" means all that piece or parcel of land known and registered in the Land Registry as [insert lot number].
- (g) "Occupation Permit" means the written permission 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.
- (h) "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.

*Delete if no occupation permit is required for the occupation of the building/development

(i) “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 3.

*Delete if the Development does not involve any phase

*(j) "Phase []" means the Phase of the Development comprising Blocks [].

(k) "Property" means the property described in Schedule 3.

(l) "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;

Where the Property consists of any of the above-mentioned items, the saleable area of each of such items shall be specified and described separately in Schedule 3.

*Delete if no
occupation
permit is required

for the
occupation of the
building/
development

- (m) "Temporary Occupation Permit" means the temporary permit 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

*Delete if
inapplicable

*[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 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 *3. (1) The purchase price shall be the sum set out in Schedule 4 *[and shall be

*This part is mandatory only if the provision of paid by the Purchaser to the Vendor's solicitors as stakeholders in the manner set

Clause 25 is applicable or if payment of any part of the purchase price is to be made to the vendor's solicitors

out in Schedule 4].

(2) The Vendor declares that [Messrs. _____] 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 money payable upon completion.

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

(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 address to the Purchaser; and
- (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 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 Hong Kong in favour of the Vendor's solicitors for the relevant amount.

(6) 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.

Duty of
Solicitors

4. [Messrs. _____], 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

5. The sale and purchase shall be completed at the office of Messrs. [_____] during office hours on or before [_____] day of [_____] 20[_____] .

Possession

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 outgoing 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 shall as between the Vendor and the Purchaser remain at the Vendor's risk until completion of the sale and purchase in clause 5.]

Requisition of
title

9. 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

10. (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.

Physical
condition

11. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings and finishes therein and takes them as they stand.

Rights of
Purchaser

12. (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;
- (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 & 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 or incidental to the preparation, completion, stamping and registration of this Agreement and the subsequent Assignment).]

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

OR

***[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 charges;]

*[(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

13. 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

14. 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

15. (1) Subject to the provisions of Clause 12(1)(c), all legal costs of and incidental to the preparation, completion, stamping and registration of this Agreement and the subsequent Assignment to the Purchaser shall be borne and

*Delete as inappropriate

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 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

16. Time shall in every respect be 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 herein contained or to make the payments in accordance with Schedule 4 or any interest payable hereunder within 7 days of the due date, the Vendor may 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; and

(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

18. 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.

19. Vacant possession of the Property shall be given by the Vendor to the Purchaser on completion.

Deed of Mutual
Covenant
[EITHER]

[20. On completion of the sale and purchase the Purchaser shall EITHER enter into a Deed of Mutual Covenant and if thought appropriate by the Vendor a Management Agreement with the Vendor to define their respective rights and obligations of and in the land and the Building/Development and to make provisions for the management of the Building/Development 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 11-28 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]

[20. 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 _____]

Cost of DMC	21. The Purchaser shall pay to 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.
Utility deposits	22. Before being entitled to possession of the Property the Purchaser shall:- <ul style="list-style-type: none"> (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. <u>This Agreement shall be registered at the Land Registry within 1 month from the date hereof.</u>
No [further] mortgage by Vendor	24. <u>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.</u>
Release of purchase money	25. <u>If and so long as there is a mortgage of or charge on the Property, all</u>

money paid hereunder shall be paid to Messrs. [] 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 Messrs. [] may release to the Vendor the amount of excess over and above the sum sufficient to discharge the mortgage or charge as aforesaid.

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.

27. The provision of Clauses 14 shall survive completion of the sale and purchase by the Assignment.

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

*28. 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 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.

29(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 for 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.

Marginal Notes

30. 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

31. 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

32. 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 5 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.

SCHEDULE 2

- (a) Government Lease/Conditions of Sale/*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 pink and of and in the Building TOGETHER with the sole and
exclusive right to the use occupation and enjoyment of ALL THAT FLAT
[] on the [] FLOOR [and Carparking Space No.] of the
said [] as shown and designated ["A"] on the Floor Plan [and Car
Park Plan] hereto attached and thereon coloured

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:

*Approximately square metres

*delete if inapplicable

SCHEDULE 4

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 5

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.

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)