

《一手住宅物業銷售條例》

(第 621 章)

目錄

條次		頁次
	第 1 部 導言	
1.	簡稱	1-1
2.	釋義	1-1
3.	釋義：發展項目、期數及建築物	1-13
4.	釋義：已落成、未落成發展項目及期數等	1-15
5.	釋義：指明新界發展項目	1-19
6.	釋義：住宅物業	1-19
7.	釋義：賣方	1-19
8.	釋義：實用面積及相關詞句	1-23
9.	釋義條文不適用於附表 4 至 7	1-25
10.	本條例的適用範圍	1-27
11.	第 10(1) 條的增補條文：不予理會的合約及轉讓	1-29

Residential Properties (First-hand Sales) Ordinance

(Cap. 621)

Contents

Section		Page
	Part 1 Preliminary	
1.	Short title	1-2
2.	Interpretation	1-2
3.	Interpretation: development, phase and building	1-14
4.	Interpretation: completed, uncompleted development and phase etc.	1-16
5.	Interpretation: specified NT development	1-20
6.	Interpretation: residential property	1-20
7.	Interpretation: vendor	1-20
8.	Interpretation: saleable area and related expressions	1-24
9.	Interpretation provisions not applicable to Schedules 4 to 7	1-26
10.	Application of this Ordinance	1-28
11.	Provision supplementary to section 10(1): agreement or assignment to be disregarded	1-30

T-3

第 621 章

T-4

Cap. 621

條次		頁次
	第 2 部	
	指明住宅物業的銷售安排	
	第 1 分部 —— 導言	
12.	第 2 部的釋義	2-1
13.	第 2 部的釋義：住宅物業的出售	2-1
14.	第 2 部的適用範圍	2-3
	第 2 分部 —— 售樓說明書	
15.	賣方須擬備售樓說明書	2-5
16.	禁止由其他人擬備售樓說明書	2-5
17.	檢視及修改售樓說明書	2-5
18.	售樓說明書的標題	2-7
19.	售樓說明書內容：須列出的資料	2-7
20.	售樓說明書的內容：須列出的其他資料	2-13
21.	售樓說明書內容：進一步資料	2-17
22.	售樓說明書內容：關於資料的其他規定	2-19
23.	售樓說明書不得列出其他資料	2-21
24.	售樓說明書須以中英雙語印製	2-21

Section		Page
	Part 2	
	Sales Practices in Relation to Specified Residential Property	
	Division 1—Preliminary	
12.	Interpretation of Part 2	2-2
13.	Interpretation of Part 2: sale of residential property	2-2
14.	Application of Part 2	2-4
	Division 2—Sales Brochure	
15.	Sales brochure to be prepared by vendor	2-6
16.	Prohibition on preparation of sales brochure by other person	2-6
17.	Examination and revision of sales brochure	2-6
18.	Title of sales brochure	2-8
19.	Contents of sales brochure: information required to be set out	2-8
20.	Contents of sales brochure: other information required to be set out	2-14
21.	Contents of sales brochure: further information	2-18
22.	Contents of sales brochure: other requirements for information	2-20
23.	Sales brochure must not set out other information	2-22
24.	Sales brochure to be printed bilingually	2-22

T-5
第 621 章T-6
Cap. 621

條次	頁次
25.	售樓說明書須供公眾領取 2-23
26.	第 17 至 24 條如何適用於供領取的售樓說明書 2-25
27.	第 17 至 25 條如何適用於分期發展項目 2-27
28.	附表 1 的適用範圍 2-27
	第 3 分部 —— 價單
29.	賣方須擬備價單 2-27
30.	價單須涵蓋多少物業 2-29
31.	價單的內容 2-33
32.	價單須供公眾領取 2-41
33.	第 29 至 31 條如何適用於已供領取的價單 2-43
34.	提供價單前不得表達意向 2-43
35.	指明住宅物業須按價單上的價格出售或要約 2-45
	第 4 分部 —— 未落成發展項目或期數的示範單位
36.	第 4 分部的釋義：無改動示範單位 2-47

Section	Page
25.	Sales brochure to be made available to general public 2-24
26.	Application of sections 17 to 24 to sales brochure made available 2-26
27.	Application of sections 17 to 25 in case of phased development 2-28
28.	Application of Schedule 1 2-28
	Division 3—Price List
29.	Price list to be prepared by vendor 2-28
30.	Number of properties to be covered in price list 2-30
31.	Contents of price list 2-34
32.	Price list to be made available to general public 2-42
33.	Application of sections 29 to 31 to price list made available 2-44
34.	No expression of intent before price list made available 2-44
35.	Specified residential property to be sold or offered at price in price list 2-46
	Division 4—Show Flats for Uncompleted Development or Phase
36.	Interpretation of Division 4: unmodified show flat 2-48

T-7

第 621 章

T-8

Cap. 621

條次	頁次
37.	第 4 分部的釋義：經改動示範單位
38.	參觀示範單位
39.	適用於無改動示範單位及經改動示範單位的規定
40.	適用於無改動示範單位的附加規定
41.	適用於經改動示範單位的附加規定
42.	示範單位內可進行量度及拍攝
43.	第 36、37、39、40 及 41 條如何適用於分期發展項目
	第 5 分部 —— 參觀已落成發展項目或期數中的物業
44.	發售前參觀
45.	適用於供參觀的相若住宅物業的規定
46.	供參觀住宅物業內可進行量度及拍攝
	第 6 分部 —— 銷售安排及其他資料
47.	銷售安排須在互聯網網站供閱覽
48.	圖則及文件須供公眾閱覽

Section	Page
37.	Interpretation of Division 4: modified show flat
38.	Viewing of show flat
39.	Requirements for unmodified and modified show flats
40.	Additional requirements for unmodified show flat
41.	Additional requirements for modified show flat
42.	Measurements and photographs to be taken in show flat
43.	Application of sections 36, 37, 39, 40 and 41 in case of phased development
	Division 5—Viewing of Property in Completed Development or Phase
44.	Viewing before sale
45.	Requirements for comparable residential property for viewing
46.	Measurements and photographs to be taken in residential property for viewing
	Division 6—Sales Arrangements and Other Information
47.	Sales arrangements to be made available on website
48.	Plans and documents to be made available to general public

T-9

第 621 章

T-10

Cap. 621

條次		頁次
49.	公契及鳥瞰照片須在互聯網網站供閱覽	2-73
50.	指明住宅物業的樓面平面圖	2-75
51.	第 47 至 49 條如何適用於分期發展項目	2-75
第 7 分部 —— 臨時合約及合約		
52.	訂立臨時合約時的訂金	2-77
53.	簽立買賣合約	2-77
54.	擁有人不得訂立沒有某些條文的臨時合約	2-79
55.	擁有人不得訂立沒有某些條文的合約	2-79
56.	第 54 及 55 條的補充條文	2-83
57.	關乎第 54 及 55 條的罪行	2-85
第 8 分部 —— 成交紀錄冊		
58.	賣方須備存成交紀錄冊	2-85
59.	成交紀錄冊的內容及記項	2-87
60.	成交紀錄冊須供公眾閱覽	2-95
61.	成交紀錄冊的目的	2-97

Section		Page
49.	Deed of mutual covenant and aerial photograph to be made available on website	2-74
50.	Floor plan of specified residential property	2-76
51.	Application of sections 47 to 49 in case of phased development	2-76
Division 7—Preliminary Agreement and Agreement		
52.	Deposit on entering into preliminary agreement	2-78
53.	Execution of agreement for sale and purchase	2-78
54.	Owner must not enter into preliminary agreement without certain provisions	2-80
55.	Owner must not enter into agreement without certain provisions	2-80
56.	Provision supplementary to sections 54 and 55	2-84
57.	Offences relating to sections 54 and 55	2-86
Division 8—Register of Transactions		
58.	Register of Transactions to be kept by vendor	2-86
59.	Contents of, and entries in, Register of Transactions	2-88
60.	Register of Transactions to be made available to general public	2-96
61.	Purpose of Register of Transactions	2-98

T-11
第 621 章T-12
Cap. 621

條次	頁次
62.	第 59 及 60 條如何適用於分期發展項目
	2-97
第 9 分部 —— 例外情況及附加規定	
63.	例外情況：發展項目或某期中的所有住宅物業根據單一份合約出售等
	2-97
64.	例外情況：物業售予或要約出售予有聯繫實體
	2-101
65.	例外情況：房屋委員會興建的發展項目
	2-101
66.	例外情況及附加規定：售予或要約出售予已入住租客的物業
	2-103
67.	例外情況：以拍賣或招標方式出售或如此出售的物業
	2-105
68.	附加規定：已落成發展項目中的指明住宅物業
	2-105
第 3 部 指明住宅物業的廣告	
69.	第 3 部的適用範圍
	3-1
70.	廣告不得載有虛假或具誤導性的資料
	3-1
71.	廣告的一般規定
	3-1

Section	Page
62.	Application of sections 59 and 60 in case of phased development
	2-98
Division 9—Exceptions and Additional Requirements	
63.	Exception: all residential properties in development or phase sold under single agreement etc.
	2-98
64.	Exception: property sold or offered to be sold to associated entity
	2-102
65.	Exception: development constructed by Housing Authority
	2-102
66.	Exception and additional requirement: property sold or offered to be sold to sitting tenant
	2-104
67.	Exception: property sold or offered to be sold by way of auction or tender
	2-106
68.	Additional requirement: specified residential property in completed development
	2-106
Part 3 Advertisement of Specified Residential Property	
69.	Application of Part 3
	3-2
70.	Advertisement must not contain false or misleading information
	3-2
71.	General requirements for advertisement
	3-2

T-13
第 621 章T-14
Cap. 621

條次	頁次
72.	廣告須載有關於售樓說明書的聲明 3-3
73.	印製廣告的附加規定 3-7
74.	補充第 73(7) 條的規定 3-13
第 4 部 失實陳述及傳布虛假或具誤導性資料等	
75.	第 4 部的釋義 4-1
76.	失實陳述：刑事法律責任 4-3
77.	失實陳述：民事法律責任 4-3
78.	傳布虛假或具誤導性資料 4-5
第 5 部 免責辯護條文及關乎罪行的其他補充條文	
第 1 分部 —— 以已採取合理預防措施及作出應有努力為免責辯護	
79.	免責辯護 5-1
第 2 分部 —— 關乎涉及虛假或具誤導性資料的罪行的免責辯護	
80.	第 2 分部的適用範圍及釋義 5-1
81.	免責辯護：發出或複製資料或廣告 5-5

Section	Page
72.	Advertisement must contain statement about sales brochure 3-4
73.	Additional requirements for printed advertisement 3-8
74.	Provision supplementary to section 73(7) 3-14
Part 4 Misrepresentation, and Dissemination of False or Misleading Information etc.	
75.	Interpretation of Part 4 4-2
76.	Misrepresentation: criminal liability 4-4
77.	Misrepresentation: civil liability 4-4
78.	Dissemination of false or misleading information 4-6
Part 5 Defence Provisions, and Other Supplementary Provisions on Offences	
Division 1—Defence of Reasonable Precautions and Due Diligence	
79.	Defence 5-2
Division 2—Defence for Offences in Relation to False or Misleading Information	
80.	Application and Interpretation of Division 2 5-2
81.	Defence: issue or reproduction of information or advertisement 5-6

T-15

第 621 章

T-16

Cap. 621

條次	頁次
82. 免責辯護：再次傳送資料或廣告	5-7
83. 免責辯護：直播資料或廣告	5-11
第 3 分部 —— 其他關於罪行的補充條文	
84. 高級人員等對法團或指明團體所犯罪行須負的法律責任	5-17
85. 提出檢控的時限	5-19
第 6 部 行政事宜及雜項條文	
第 1 分部 —— 行政事宜	
86. 監督的委任	6-1
87. 監督的職能	6-1
88. 監督可發出指引	6-1
89. 關於住宅物業的資料的電子資料庫	6-3
90. 房屋局局長的指示	6-5
第 2 分部 —— 由監督進行調查	
91. 調查涉嫌違例的權力	6-5
92. 關乎第 91 條的罪行	6-9
93. 在調查中獲取的事宜或資料保密	6-13

Section	Page
82. Defence: re-transmission of information or advertisement	5-8
83. Defence: live broadcast of information or advertisement	5-12
Division 3—Other Supplementary Provisions on Offences	
84. Liability of officers etc. for offence committed by corporation or specified body	5-18
85. Time limit for prosecution	5-20
Part 6 Administrative and Miscellaneous Provisions	
Division 1—Administration	
86. Appointment of Authority	6-2
87. Functions of Authority	6-2
88. Authority may issue guidelines	6-2
89. Electronic database for information about residential properties	6-4
90. Directions by Secretary for Housing	6-6
Division 2—Investigation by Authority	
91. Investigation powers for suspected contravention	6-6
92. Offences relating to section 91	6-10
93. Confidentiality of matter or information obtained in investigation	6-14

T-17

第 621 章

T-18

Cap. 621

條次		頁次
94.	在法律程序中使用導致入罪的證據	6-15
	第 3 分部 —— 其他雜項條文	
95.	修訂附表	6-17
附表 1	售樓說明書內的資料	S1-1
附表 2	為實用面積的定義目的而指明的項目	S2-1
附表 3	為施行第 17(3)、25(4)(a) 及 32(4)(a) 條而指明的當局	S3-1
附表 4	臨時買賣合約須載有的條文	S4-1
附表 5	買賣合約須載有的條文 (未落成發展項目)	S5-1
附表 6	買賣合約須載有的條文 (尚待符合條件的已落成發展項目)	S6-1
附表 7	買賣合約須載有的條文 (不屬尚待符合條件的已落成發展項目的已落成發展項目)	S7-1
附表 8	賣方資料表格	S8-1

Section		Page
94.	Use of incriminating evidence in proceedings	6-16
	Division 3—Other Miscellaneous Provisions	
95.	Amendment of Schedules	6-18
Schedule 1	Information in Sales Brochure	S1-2
Schedule 2	Items Specified for Purposes of Definition of <i>saleable area</i>	S2-2
Schedule 3	Entities Specified for Purposes of Sections 17(3), 25(4)(a) and 32(4)(a)	S3-2
Schedule 4	Provisions Required to be Contained in Preliminary Agreement for Sale and Purchase	S4-2
Schedule 5	Provisions Required to be Contained in Agreement for Sale and Purchase (Uncompleted Development)	S5-2
Schedule 6	Provisions Required to be Contained in Agreement for Sale and Purchase (Completed Development Pending Compliance)	S6-2
Schedule 7	Provisions Required to be Contained in Agreement for Sale and Purchase (Completed Development that is not Completed Development Pending Compliance)	S7-2
Schedule 8	Vendor's Information Form	S8-2

1-1
第 621 章第 1 部
第 1 條Part 1
Section 11-2
Cap. 621

本條例旨在規管就買賣住宅物業（不曾有臨時買賣合約或買賣合約就其訂立及不曾有轉讓就其作出者）提供售樓說明書和價單及使用示範單位；規管在發售前參觀該等物業的安排；規管關於該等物業的銷售安排的公布及簽訂買賣合約；就關於該等物業的成交紀錄冊訂定條文；規管旨在促銷該等物業的廣告；訂定關於作出失實陳述或傳布虛假或具誤導性的資料的罪行；以及就附帶和有關連事宜訂定條文。

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

[2013 年 4 月 2 日]

[2 April 2013]

(略去制定語式條文——2012 年第 2 號編輯修訂紀錄)

(Enacting provision omitted—E.R. 2 of 2012)

第 1 部**Part 1****導言****Preliminary****1. 簡稱****1. Short title**

(編輯修訂——2013 年第 1 號編輯修訂紀錄)

(Amended E.R. 1 of 2013)

- (1) 本條例可引稱為《一手住宅物業銷售條例》。
- (2) (已失時效而略去——2013 年第 1 號編輯修訂紀錄)

- (1) This Ordinance may be cited as the Residential Properties (First-hand Sales) Ordinance.
- (2) (Omitted as spent—E.R. 1 of 2013)

2. 釋義**2. Interpretation**

- (1) 在本條例中——

- (1) In this Ordinance——

工作日 (working day) 指並非以下日子的日子 ——

- (a) 公眾假日或星期六；或
- (b) 《釋義及通則條例》(第 1 章) 第 71(2) 條所界定的黑色暴雨警告日或烈風警告日；

已落成期數 (completed phase) —— 參閱第 4 條；

已落成發展項目 (completed development) —— 參閱第 4 條；

不反對通知書 (no-objection letter) 就某建築物而言，指確認地政總署署長不反對該建築物被佔用的通知書；

公契 (deed of mutual covenant) 就住宅物業而言，指界定以下任何一項的擁有人彼此之間的擁有人權利、權益及責任的文件 ——

- (a) 住宅物業構成其中一部分的發展項目；
- (b) 住宅物業構成其中一部分的建築物；
- (c) 住宅物業構成其中一部分的建築物的部分；

未落成期數 (uncompleted phase) —— 參閱第 4 條；

未落成發展項目 (uncompleted development) —— 參閱第 4 條；

合格證明書 (certificate of compliance) 就發展項目或發展項目的某一期而言，指證明根據批地文件施加於該項目或該期所位於的土地的承授人及其繼承人及承讓人所有積極性責任已獲遵從，致令地政總署署長滿意的文件；

多單位建築物 (multi-unit building) 指包含多於一個住宅物業的建築物；

成交紀錄冊 (Register of Transactions) 就發展項目或發展項目的某一期而言，指根據第 58(1) 或 (2) 條為該項目或該期備存的紀錄冊；

有聯繫法團 (associate corporation) 就某法團或指明團體而言，指 ——

- (a) 該法團或指明團體的附屬公司；或
- (b) 該法團或指明團體的控股公司的附屬公司；

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

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

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

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

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

authorized person (認可人士)—

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

building (建築物)—see section 3;

building contractor (承建商)—

- (a) in relation to a specified NT development, means a person who is appointed by the owner of the land to construct the development; or

住宅物業 (residential property) —— 參閱第 6 條；

佔用許可證 (occupation permit) 指根據《建築物條例》(第 123 章) 第 21(2) 條發出的佔用許可證或臨時佔用許可證；

局長 (Secretary) 指房屋局局長；(由 2022 年第 144 號法律公告修訂)

尚待符合條件的已落成期數 (completed phase pending compliance) —— 參閱第 4 條；

尚待符合條件的已落成發展項目 (completed development pending compliance) —— 參閱第 4 條；

承建商 (building contractor) ——

- (a) 就指明新界發展項目而言，指獲土地的擁有人委任興建該項目的人；或
- (b) 就任何其他發展項目或任何其他發展項目的某一期而言，指根據《建築物條例》(第 123 章) 第 9(1) 或 (3) 條獲委任進行該項目或該期的建築工程的註冊一般建築承建商；

法團 (corporation) 指 ——

- (a) 《公司條例》(第 622 章) 第 2(1) 條所界定的公司；或 (由 2012 年第 28 號第 912 及 920 條及 2013 年第 162 號法律公告修訂)
- (b) 在香港以外成立為法團的公司；

附屬公司 (subsidiary) 指《公司條例》(第 622 章) 所指的附屬公司；(由 2012 年第 28 號第 912 及 920 條及 2013 年第 162 號法律公告修訂)

建築物 (building) —— 參閱第 3 條；

指明住宅物業 (specified residential property) 指本條例憑藉第 10 條而適用的住宅物業；

指明新界發展項目 (specified NT development) —— 參閱第 5 條；

指明團體 (specified body) 指由任何條例成立或設立的法人團體；

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

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

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

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

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

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

corporation (法團) means—

- (a) a company as defined by section 2(1) of the Companies Ordinance (Cap. 622); or (*Amended 28 of 2012 ss. 912 & 920 and L.N. 162 of 2013*)
- (b) a company incorporated outside Hong Kong;

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

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

1-7
第 621 章

第 1 部
第 2 條

家人 (immediate family member) 就任何個人而言，指其配偶、父母、子女、兄弟姊妹、祖父母或外祖父母、孫、孫女、外孫或外孫女；

售樓說明書 (sales brochure) 就發展項目或發展項目的某一期而言，指 ——

- (a) 根據第 15(1) 或 (2) 條為該項目或該期擬備的刊物；或
- (b) (凡該刊物曾根據第 17(2) 條修改) 經最近一次修改的該刊物；

控權公司 (holding company) 指《公司條例》(第 622 章) 所指的控權公司；(由 2012 年第 28 號第 912 及 920 條及 2013 年第 162 號法律公告修訂)

期數 (phase) —— 參閱第 3 條；

發展項目 (development) —— 參閱第 3 條；

經批准的建築圖則 (approved building plans) 就發展項目或發展項目的某一期而言，指建築事務監督為《建築物條例》(第 123 章) 第 14(1) 條的施行就該項目或該期的建築工程而批准的圖則；

經營人 (proprietor) ——

- (a) 就屬獨資經營的商號而言，指該商號的獨資經營人；或
- (b) 就屬合夥的商號而言，指該商號的合夥人；

實用面積 (saleable area) —— 參閱第 8 條；

監督 (Authority) 指為施行本條例而根據第 86(1)(a) 條獲委任為監督的公職人員；

認可人士 (authorized person) ——

- (a) 就指明新界發展項目而言，指獲土地的擁有人委任以監管該項目的興建的人；或

Part 1
Section 2

1-8
Cap. 621

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

development (發展項目)—see section 3;

floor area (樓面面積)—see section 8;

holding company (控權公司) means a holding company within the meaning of the Companies Ordinance (Cap. 622); (*Amended 28 of 2012 ss. 912 & 920 and L.N. 162 of 2013*)

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

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

material date (關鍵日期)—

- (a) in relation to an uncompleted development or an uncompleted phase—
 - (i) where, under the land grant, the consent of the Director of Lands is required to be given for any sale and purchase of residential properties in the development or the phase, means the date on which the conditions of the land grant are complied with in respect of the development or the phase; or
 - (ii) where, under the land grant, the consent of the Director of Lands is not required to be given for any sale and purchase of residential properties in the development or the phase, means—
 - (A) in the case of a specified NT development, the date on which the development is completed in all respects in compliance with the conditions subject to which the certificate of exemption is issued; or

1-9
第 621 章

第 1 部
第 2 條

- (b) 就任何其他發展項目或任何其他發展項目的某一期而言，指根據《建築物條例》(第 123 章)第 4(1)(a) 或 (2) 條委任為該項目或該期的建築工程的統籌人的認可人士；

認可機構 (authorized institution) 具有《銀行業條例》(第 155 章) 第 2(1) 條給予該詞的涵義；

價單 (price list) 就發展項目或發展項目的某一期而言，指 ——

- (a) 根據第 29(1) 或 (2) 條為該項目或該期擬備的文件；或
(b) (凡該文件曾根據第 29(4) 條修改) 經最近一次修改的該文件；

樓面面積 (floor area) —— 參閱第 8 條；

賣方 (vendor) —— 參閱第 7 條；

擁有人 (owner) 就住宅物業而言，指該物業的法律上的擁有人或實益擁有人；

獨立屋 (house) 指只包含一個住宅物業的建築物；

臨時買賣合約 (preliminary agreement for sale and purchase) 就某住宅物業而言，指以就該物業訂立買賣合約為出發點而就該物業訂立的合約；

關鍵日期 (material date) ——

- (a) 就未落成發展項目或未落成的期數而言 ——
(i) (凡根據批地文件，進行該項目或期數中的住宅物業的買賣，需獲地政總署署長同意) 指該批地文件的條件就該項目或該期而獲符合的日期；或
(ii) (凡根據批地文件，進行該項目或該期中的住宅物業的買賣，不需獲地政總署署長同意) 指 ——

Part 1
Section 2

1-10
Cap. 621

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

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

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

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

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

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

phase (期數)—see section 3;

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

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

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

1-11
第 621 章第 1 部
第 2 條

- (A) (如屬指明新界發展項目)該項目按照豁免證明書的發出的條件在各方面均屬完成的日期；或
- (B) (如屬任何其他情況)該項目或該期在遵照經批准的建築圖則的情況下在各方面均屬完成的日期；或
- (b) 就尚待符合條件的已落成發展項目或尚待符合條件的已落成期數而言，指批地文件的條件就該項目或該期符合的日期。
- (2) 在為施行本條例而計算時間時，《釋義及通則條例》(第 1 章)第 71(1) 條不適用。
- (3) 本條例文本中的註僅供備知，不具有立法效力。

Part 1
Section 21-12
Cap. 621**proprietor** (經營人)—

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

Register of Transactions (成交紀錄冊), in relation to a development or a phase of a development, means the register of transactions kept for the development or the phase under section 58(1) or (2);**residential property** (住宅物業)—see section 6;**saleable area** (實用面積)—see section 8;**sales brochure** (售樓說明書), in relation to a development or a phase of a development, means—

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

Secretary (局長) means the Secretary for Housing; (*Amended L.N. 144 of 2022*)**specified body** (指明團體) means a body corporate incorporated or established by an Ordinance;**specified NT development** (指明新界發展項目)—see section 5;**specified residential property** (指明住宅物業) means any residential property to which this Ordinance applies by virtue of section 10;**subsidiary** (附屬公司) means a subsidiary within the meaning of the Companies Ordinance (Cap. 622); (*Amended 28 of 2012 ss. 912 & 920 and L.N. 162 of 2013*)**uncompleted development** (未落成發展項目)—see section 4;**uncompleted phase** (未落成期數)—see section 4;

3. 釋義：發展項目、期數及建築物

(1) 在本條例中——

發展項目 (development) 指——

- (a) 一個由 2 幢或多於 2 幢建築物組成的建築物群組，而由於該等建築物之間在工程、結構或建築上的關連，可視該等建築物的建造為單一地產發展計劃；或
- (b) (如屬任何其他情況) 一幢建築物。
- (2) 就第 (1) 款而言，在斷定是否可將 2 幢或多於 2 幢建築物的建造視為單一地產發展計劃時，可考慮以下各項——
 - (a) 建築事務監督為施行《建築物條例》(第 123 章) 第 14(1) 條而就該等建築物的建築工程批准的建築圖則；
 - (b) 遵照批地文件而向地政總署署長呈交的總綱發展藍圖；
 - (c) 城市規劃委員會為施行《城市規劃條例》(第 131 章) 第 4A 條而就該等建築物的建築工程批准的總綱發展藍圖。

vendor (賣方)—see section 7;

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

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

3. Interpretation: development, phase and building

(1) In this Ordinance—

development (發展項目) means—

- (a) a collection of 2 or more buildings where the construction of those buildings can be regarded as one single real estate development project by reason of the engineering, structural or architectural connection between the buildings; or
- (b) in any other case, a building.
- (2) In determining whether the construction of 2 or more buildings can be regarded as one single real estate development project for the purposes of subsection (1), the following may be taken into account—
 - (a) the building plans approved by the Building Authority for the purposes of section 14(1) of the Buildings Ordinance (Cap. 123) in respect of building works for those buildings;

1-15
第 621 章第 1 部
第 4 條

- (3) 為施行本條例，發展項目在以下情況下即屬被分為 2 期或多於 2 期：建築事務監督為施行《建築物條例》(第 123 章) 第 14(1) 條，就該項目的該等期數的建築工程批准圖則。
- (4) 在本條例中，如文意准許，提述某發展項目或建築物，即包括將會建造的發展項目或建築物（視屬何情況而定）。

4. 釋義：已落成、未落成發展項目及期數等

- (1) 在本條例中——
- (a) 發展項目如符合以下說明，即屬已落成發展項目——
- (i) 如屬指明新界發展項目——
- (A) 地政總署署長已就該項目的每幢建築物發出不反對通知書；或
- (B) 地政總署署長已就該項目發出合格證明書或轉讓同意；或
- (ii) （如屬任何其他情況）已有佔用許可證就該項目的每幢建築物發出；
- (b) 發展項目如並非已落成發展項目，即屬未落成發展項目；

Part 1
Section 41-16
Cap. 621

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

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

- (1) In this Ordinance—
- (a) a development is a completed development if—
- (i) in the case of a specified NT development—
- (A) a no-objection letter has been issued by the Director of Lands in respect of every building in the development; or
- (B) a certificate of compliance or consent to assign has been issued by the Director of Lands in respect of the development; or
- (ii) in any other case, an occupation permit has been issued in respect of every building in the development;

1-17
第 621 章

第 1 部
第 4 條

- (c) 如已有佔用許可證就發展項目的某一期中的每幢建築物發出，該期即屬該項目的已落成期數；及
 - (d) 發展項目的某一期如並非該項目的已落成期數，即屬該項目的未落成期數。
- (2) 在本條例中——
- (a) 如有以下情況，發展項目即屬尚待符合條件的已落成發展項目——
 - (i) 該項目是第 (1)(a)(ii) 款所界定的已落成發展項目；
 - (ii) 根據批地文件，在就該項目符合該批地文件的條件之前，進行該項目中的住宅物業的買賣，需獲地政總署署長同意；而
 - (iii) 地政總署署長未就該項目發出合格證明書或轉讓同意；及
 - (b) 如有以下情況，發展項目中的某一期即屬尚待符合條件的已落成期數——
 - (i) 該期是已落成期數；
 - (ii) 根據批地文件，在就該期符合該批地文件的條件之前，進行該期中的住宅物業的買賣，需獲地政總署署長同意；而
 - (iii) 地政總署署長未就該期發出合格證明書或轉讓同意。

Part 1
Section 4

1-18
Cap. 621

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

1-19
第 621 章第 1 部
第 5 條Part 1
Section 51-20
Cap. 621**5. 釋義：指明新界發展項目**

在本條例中，如已有豁免證明書根據《建築物條例》（新界適用）條例（第 121 章）第 5(a) 條就某發展項目中的每幢建築物的建築工程發出，則該項目即屬指明新界發展項目。

6. 釋義：住宅物業

(1) 在本條例中——

住宅物業 (residential property) 就某發展項目或發展項目的某一期而言——

- (a) 指在該項目或該期中的符合以下說明的土地財產：完全或主要用作（或擬完全或主要用作）供人居住用途，並構成一個獨立單位；及
 - (b) 不包括完全或主要用作（或擬完全或主要用作）《旅館業條例》（第 349 章）第 2A 條所指的酒店或賓館的用途的處所。（由 2020 年第 6 號第 56 條修訂）
- (2) 在第 (1) 款中，提述用途不包括違反批地文件或佔用許可證（如有的話）的任何用途。
- (3) 在本條例中，如文意准許，提述住宅物業，包括將會建造的住宅物業。

7. 釋義：賣方

(1) 在第 2 部或附表 1 或 8 中，就擁有人出售發展項目中或

- (iii) neither a certificate of compliance nor a consent to assign has been issued by the Director of Lands in respect of the phase.

5. Interpretation: specified NT development

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

6. Interpretation: residential property

(1) In this Ordinance—

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

- (a) means any real property in the development or the phase constituting a separate unit used, or intended to be used, solely or principally for human habitation; and
 - (b) excludes any premises used, or intended to be used, solely or principally as a hotel or guesthouse within the meaning of section 2A of the Hotel and Guesthouse Accommodation Ordinance (Cap. 349). (Amended 6 of 2020 s. 56)
- (2) In subsection (1), a reference to use excludes any use in contravention of the land grant or the occupation permit (if any).
- (3) In this Ordinance, a reference to a residential property includes, where the context permits, a residential property to be constructed.

7. Interpretation: vendor

(1) A reference to the vendor in Part 2 or Schedule 1 or 8 in

1-21
第 621 章第 1 部
第 7 條

發展項目中的某一期中的住宅物業而言，或在第 3 部中，就發展項目中或發展項目中的某一期中的任何住宅物業而言，提述賣方，即提述該物業的擁有人。

- (2) 然而，凡上述擁有人聘用某人統籌和監管有關發展項目或期數的設計、規劃、建造、裝置、完成及銷售的過程，則第 (3) 及 (4) 款適用。
- (3) 在第 2 部或附表 1 或 8 中，就上述出售提述賣方——
 - (a) 除 (b)、(c) 及 (d) 段另有規定外，即提述該擁有人及該如此聘用的人；
 - (b) (就訂立罪行的條文、第 59(1)(i)、(2)(a)(vi) 或 (3)(f) 條，或附表 1 第 2(2)(a) 條而言) 即提述每名以下的人——
 - (i) 該擁有人；
 - (ii) 該如此聘用的人；
 - (c) (就第 31(8) 條、附表 1 第 3(2)、(3) 或 (4) 條，或附表 8 第 1(e)、(f) 或 (g) 條而言) 即提述以下其中一人——
 - (i) 該擁有人；
 - (ii) 該如此聘用的人；或
 - (d) (就第 38(2) 或 (3)、46(1) 或 50(1) 條而言) 即提述以下兩人或其中一人——
 - (i) 該擁有人；
 - (ii) 該如此聘用的人。
- (4) 在第 3 部中就上述住宅物業提述賣方——
 - (a) 除 (b) 及 (c) 段另有規定外，即提述該擁有人及該如此聘用的人；
 - (b) (就第 73(3)(a) 條而言) 即提述每名以下的人——
 - (i) 該擁有人；
 - (ii) 該如此聘用的人；或

Part 1
Section 71-22
Cap. 621

relation to a sale by the owner of a residential property in a development or in a phase of a development, or in Part 3 in relation to any residential property in a development or in a phase of a development, is a reference to the owner of the residential property.

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

1-23
第 621 章

第 1 部
第 8 條

- (c) (就第 71(1) 條而言) 即提述以下其中一人 ——
- (i) 該擁有人；
 - (ii) 該如此聘用的人。

8. 釋義：實用面積及相關詞句

(1) 在本條例中 ——

實用面積 (saleable area) 就任何住宅物業而言 ——

- (a) 指該物業的樓面面積；
 - (b) 包括以下每一項的樓面面積 (但只在它構成該物業的一部分的範圍內才包括) ——
 - (i) 露台；
 - (ii) 工作平台；
 - (iii) 陽台；及
 - (c) 不包括附表 2 第 1 部所指明的每一項目的面積 (但只在它構成該物業的一部分的範圍內才不包括)。
- (2) 為施行本條例，住宅物業的樓面面積 ——
- (a) 除第 (4) 款另有規定外，須從圍封該物業的圍封牆的外部開始量度；
 - (b) 包括該物業內部的間隔及柱的面積；及
 - (c) 不包括圍封該物業的圍封牆之外的任何公用部分的面積。

Part 1
Section 8

1-24
Cap. 621

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

8. Interpretation: saleable area and related expressions

(1) In this Ordinance—

saleable area (實用面積), in relation to a residential property—

- (a) means the floor area of the residential property;
 - (b) includes the floor area of every one of the following to the extent that it forms part of the residential property—
 - (i) a balcony;
 - (ii) a utility platform;
 - (iii) a verandah; and
 - (c) excludes the area of every one of the items specified in Part 1 of Schedule 2 to the extent that it forms part of the residential property.
- (2) For the purposes of this Ordinance, the floor area of a residential property—
- (a) subject to subsection (4), is to be measured from the exterior of the enclosing walls of the residential property;

1-25
第 621 章

第 1 部
第 9 條

- (3) 為施行本條例，露台、工作平台或陽台的樓面面積 ——
- (a) 除第 (4) 及 (5) 款另有規定外，須從圍封該露台、工作平台或陽台的圍封牆的外部開始量度；
 - (b) 包括該露台、工作平台或陽台內部的間隔及柱的面積；及
 - (c) 不包括 ——
 - (i) 圍封該露台、工作平台或陽台的圍封牆之外的任何公用部分的面積；及
 - (ii) 緊連該物業的任何圍封牆所覆蓋的面積。
- (4) 如任何圍封牆將住宅物業、露台、工作平台或陽台與毗鄰的住宅物業、露台、工作平台或陽台分隔，須從該牆壁的中間開始量度。
- (5) 露台、工作平台或陽台如並非由實心牆壁圍封，其樓面面積須從該露台、工作平台或陽台的外部分界開始量度。
- (6) 就本條例而言，附表 2 第 1 部所指明的項目的面積，須按照該附表第 2 部計算得出。

9. 釋義條文不適用於附表 4 至 7

除非另有明文規定，否則第 2(1) 及 (2)、3、4、5、6、7 及 8

Part 1
Section 9

1-26
Cap. 621

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

9. Interpretation provisions not applicable to Schedules 4 to 7

Unless otherwise expressly provided, sections 2(1) and (2), 3, 4, 5,

條不適用於附表 4、5、6 及 7。

10. 本條例的適用範圍

- (1) 本條例適用於符合以下說明的、香港境內的發展項目中的住宅物業——
 - (a) 不曾有臨時買賣合約或買賣合約就該物業訂立；及
 - (b) 不曾有轉讓就該物業作出。
- (2) 儘管有第 (1) 款的規定，在第 (3) 及 (5) 款所指明的其中一種情況中，本條例不適用。
- (3) 第一種情況是——
 - (a) 凡發展項目沒有分為 2 期或多於 2 期——
 - (i) 該項目屬已落成發展項目；及
 - (ii) 該項目中的住宅物業的數目中的最少 95%，屬合資格住宅物業；或
 - (b) 凡發展項目分為 2 期或多於 2 期——
 - (i) 有關住宅物業所屬的期數屬已落成期數；及
 - (ii) 該期中的住宅物業的數目中的最少 95%，屬合資格住宅物業。
- (4) 在第 (3) 款中——
 - (a) 提述合資格住宅物業即提述自以下事情發生之後，根據租約（政府租契除外），連續持有最少 36 個月或持有多於一段期間（而該等期間合計不少於 36 個月）的住宅物業——
 - (i) （就指明新界發展項目而言）——
 - (A) 地政總署署長就該項目包含的建築物發出不反對通知書；或
 - (B) 地政總署署長就該項目發出合格證明書或轉讓同意；或

6, 7 and 8 do not apply to Schedules 4, 5, 6 and 7.

10. Application of this Ordinance

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

1-29
第 621 章

第 1 部
第 11 條

- (ii) (就任何其他發展項目或發展項目中的某一期而言) 佔用許可證發出；及
- (b) 提述發展項目或發展項目的某一期的住宅物業的數目，就指明新界發展項目以外的發展項目而言，即提述佔用許可證中所列的住宅物業的數目。
- (5) 第二種情況是 ——
 - (a) 發展項目屬第 3(1)(b) 條所界定者；及
 - (b) 該項目包含的建築物的建築工程已根據《建築物條例》(新界適用) 條例》(第 121 章) 第 5(a) 條獲發豁免證明書。

11. 第 10(1) 條的增補條文：不予理會的合約及轉讓

- (1) 就第 10(1) 條而言 ——

Part 1
Section 11

1-30
Cap. 621

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

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

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

1-31
第 621 章

第 1 部
第 11 條

- (a) 第 (2) 及 (3) 款所指明的其中一種情況所描述的住宅物業的臨時買賣合約或買賣合約，不得視為已就該物業而訂立；及
- (b) 第 (4) 款所指明的情況所描述的住宅物業的轉讓，不得視為已就該物業而作出。
- (2) 第 (1)(a) 款所指的第一種情況是：有關臨時買賣合約或買賣合約 ——
 - (a) 是在以下兩者之間訂立 ——
 - (i) 任何法團或指明團體；及
 - (ii) 該法團或指明團體的有聯繫法團或控股公司；或
 - (b) 是由任何個人與其家人訂立。
- (3) 第 (1)(a) 款所指的第二種情況是 ——
 - (a) (凡發展項目包含一幢或多於一幢多單位建築物，但不包含獨立屋) 有關臨時買賣合約或買賣合約，是擁有人據以將一幢多單位建築物中的所有住宅物業 (屬指明住宅物業者) 售予同一人的單一份合約；
 - (b) (凡發展項目包含獨立屋，但不包含多單位建築物) 有關臨時買賣合約或買賣合約，是擁有人據以將該項目中的所有住宅物業 (屬指明住宅物業者) 售予同一人的單一份合約；

Part 1
Section 11

1-32
Cap. 621

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

- (c) (凡發展項目包含一幢或多於一幢多單位建築物及獨立屋)有關臨時買賣合約或買賣合約，是擁有人據以將一幢多單位建築物的所有住宅物業(屬指明住宅物業者)或該等獨立屋的所有住宅物業(屬指明住宅物業者)或兩者售予同一人的單一份合約。
- (4) 第(1)(b)款所指的情況是——
- (a) 轉讓由任何法團或指明團體向該法團或指明團體的有聯繫法團或控權公司作出；或
- (b) 轉讓由任何個人向其家人作出。
- (5) 在就某住宅物業訂立的臨時買賣合約或買賣合約遭終止或被法院宣布為無效當日及之後，該臨時合約或合約須為施行第 10(1) 條而視為從未就該物業訂立。
- (6) 第(2)或(3)款適用，而不論該款所述的臨時買賣合約或買賣合約是否於本條生效日期*之前、當日或之後訂立。第(4)款適用，而不論該款所述的轉讓是否於本條生效日期*之前、當日或之後作出。

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

1-35
第 621 章

第 1 部
第 11 條

- (7) 第 (5) 款適用，而不論該款所述的臨時買賣合約或買賣合約是否於本條生效日期 * 之前、當日或之後訂立、終止，或被宣布為無效。
- (8) 就第 (3) 款而言，住宅物業連同發展項目中的其他物業一同出售一事，並不相干。
- (9) 如發展項目分為 2 期或多於 2 期，在第 (3) 或 (8) 款提述發展項目，即提述有關住宅物業所屬的項目中的某一期。

編輯附註：

* 生效日期：2013 年 4 月 29 日。

Part 1
Section 11

1-36
Cap. 621

- (7) Subsection (5) applies whether the preliminary agreement for sale and purchase, or the agreement for sale and purchase, mentioned in that subsection is entered into, terminated or declared void before, on or after the commencement* of this section.
- (8) For the purposes of subsection (3), the fact that the residential properties are sold with other properties in the development is not relevant.
- (9) If the development is divided into 2 or more phases, a reference in subsection (3) or (8) to a development is a reference to a phase of the development of which the residential property forms part.

Editorial Note:

* Commencement date: 29 April 2013.

第 2 部**指明住宅物業的銷售安排****第 1 分部 —— 導言****12. 第 2 部的釋義**

在本部中 ——

示範單位 (show flat) 就住宅物業而言，指展示該物業的狀況以供準買方或公眾參觀的物業單位，或搭建成物業單位模樣的構築物；

預計高度 (projected height) 就某住宅物業而言，指按照以下算式計算得出的該物業的高度：將發展項目的售樓說明書中就該物業指明的層與層之間的高度，減去如此指明的該物業的樓板的厚度。

13. 第 2 部的釋義：住宅物業的出售

- (1) 就本部而言，如有以下情況，即屬擁有人出售住宅物業 ——
 - (a) 擁有人將該物業出售予任何其他人；或
 - (b) 擁有人將該物業要約出售予任何其他人。
- (2) 就本部而言，如有以下情況，即屬有人將住宅物業要約出售予任何其他人 ——
 - (a) 該人要約向任何其他人出售該物業；或
 - (b) 該人邀請任何其他人要約向該人購買該物業。
- (3) 就本部而言，擁有人出售住宅物業不包括 ——

Part 2**Sales Practices in Relation to Specified Residential Property****Division 1—Preliminary****12. Interpretation of Part 2**

In this Part—

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

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

13. Interpretation of Part 2: sale of residential property

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

2-3
第 621 章

第 2 部 —— 第 1 分部
第 14 條

- (a) 市區重建局向合資格人士承諾 (而不論該人有否支付一筆款項作為代價)，將位於市區重建局所指定的發展項目中的其中一個位於指定樓層的具有指定實用面積的任何住宅物業，以該指定實用面積的指定每平方呎售價或指定每平方米售價，要約出售予該人；或
 - (b) 市區重建局作出的用意在於確定某合資格人士是否有意接納上述承諾的作為。
- (4) 在本條中 ——
- 合資格人士** (eligible person) 指所持有物業被市區重建局取得以進行市區重建局的重建項目的人。

14. 第 2 部的適用範圍

- (1) 如擁有人出售發展項目中的指明住宅物業，第 2、3、6、7 及 8 分部適用。
- (2) 如擁有人出售 ——
 - (a) 未落成發展項目中的指明住宅物業；或
 - (b) (凡發展項目分為 2 期或多於 2 期) 該項目的未落成期數中的指明住宅物業，
 第 4 分部適用。

Part 2—Division 1
Section 14

2-4
Cap. 621

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

14. Application of Part 2

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

2-5
第 621 章

第 2 部 —— 第 2 分部
第 15 條

- (3) 如擁有人出售 ——
- (a) 已落成發展項目中的指明住宅物業；或
 - (b) (凡發展項目分為 2 期或多於 2 期) 該項目的已落成期數中的指明住宅物業，
- 第 5 分部適用。
- (4) 本條受第 9 分部規限。

第 2 分部 —— 售樓說明書

15. 賣方須擬備售樓說明書

- (1) 在第 (2) 款的規限下，賣方須為施行第 25 條而為發展項目擬備一份以英文標明為“Sales Brochure”並以中文標明為“售樓說明書”的刊物。
- (2) 如發展項目分為 2 期或多於 2 期，賣方須為施行第 25 條而為每一期擬備一份以英文標明為“Sales Brochure”並以中文標明為“售樓說明書”的刊物。
- (3) 如第 (1) 或 (2) 款遭違反，賣方即屬犯罪，可處罰款 \$1,000,000。

16. 禁止由其他人擬備售樓說明書

- (1) 除賣方外，任何人不能為供公眾領取的目的，而為發展項目擬備以英文標明為“Sales Brochure”並以中文標明為“售樓說明書”的刊物。
- (2) 任何人違反第 (1) 款，即屬犯罪，可處罰款 \$1,000,000。

17. 檢視及修改售樓說明書

Part 2—Division 2
Section 15

2-6
Cap. 621

- (3) Division 5 applies if there is a sale by the owner of—
- (a) a specified residential property in a completed development; or
 - (b) for a development divided into 2 or more phases, a specified residential property in a completed phase of the development.
- (4) This section is subject to Division 9.

Division 2—Sales Brochure

15. Sales brochure to be prepared by vendor

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

16. Prohibition on preparation of sales brochure by other person

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

17. Examination and revision of sales brochure

2-7
第 621 章

第 2 部 —— 第 2 分部
第 18 條

- (1) 賣方可為施行第 25 條而檢視發展項目的售樓說明書，以確定該說明書所列出的資料是否準確反映檢視日期的情況。
- (2) 在檢視中發現的任何不準確之處，須藉修改發展項目的售樓說明書予以更正。
- (3) 賣方須在修改的日期後的 3 個工作日內，將該項修改以書面通知附表 3 所指明的實體。
- (4) 如第 (2) 款遭違反，賣方即屬犯罪，可處罰款 \$500,000。
- (5) 如第 (3) 款遭違反，賣方即屬犯罪，可處第 6 級罰款。

18. 售樓說明書的標題

- (1) 發展項目的售樓說明書的封面上，必須印明“Sales Brochure”及“售樓說明書”字樣作為其標題。
- (2) “Sales Brochure”字樣的字母的大小，不得小於 18 點“Times New Roman”字體的相同的字母。
- (3) “售樓說明書”字樣的字的大小，不得小於 18 點新細明體字體的相同的字。
- (4) 如第 (1)、(2) 或 (3) 款遭違反，賣方即屬犯罪，可處第 6 級罰款。

19. 售樓說明書內容：須列出的資料

- (1) 發展項目的售樓說明書須首先列出，賣方建議一個人在決定購買該項目中的住宅物業之前，應該採取甚麼步驟以保障自己。

Part 2—Division 2
Section 18

2-8
Cap. 621

- (1) The vendor may examine for the purposes of section 25 the sales brochure for the development to ascertain whether or not the information set out in the sales brochure is accurate as at the date of the examination.
- (2) Any inaccuracy identified at an examination must be corrected by a revision to the sales brochure for the development.
- (3) The vendor must, within 3 working days after the date of a revision, notify in writing each of the entities specified in Schedule 3 of the revision.
- (4) If subsection (2) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.
- (5) If subsection (3) is contravened, the vendor commits an offence and is liable to a fine at level 6.

18. Title of sales brochure

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

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

- (1) The sales brochure for the development must first set out the steps that a person is advised to take for the person’s own

附註 ——

根據第 88 條，監督有權發出指引，為本條的施行提供指引。

- (2) 發展項目的售樓說明書須繼而遵照附表 1 第 1 部列出以下資料 ——
- (a) 發展項目的資料；
 - (b) 賣方及有參與該項目的其他人的資料；
 - (c) 參與該項目的各方之間的關係；
 - (d) 關於該項目的設計的資料；
 - (e) 關於物業管理的資料；
 - (f) 該項目的所在位置圖；
 - (g) 該項目的鳥瞰照片；
 - (h) 以下關乎該項目的圖則的其中之一 ——
 - (i) 根據《城市規劃條例》(第 131 章)擬備的分區計劃大綱圖或發展審批地區圖(不論是草圖或是已核准的版本)；
 - (ii) 憑藉《市區重建局條例》(第 563 章)第 25(7) 條而被當作是由城市規劃委員會為施行《城市規劃條例》(第 131 章)而擬備的草圖的圖則；
 - (i) 該項目的布局圖；
 - (j) 該項目中的住宅物業的樓面平面圖；
 - (k) 該項目中的住宅物業的面積；
 - (l) 該項目中的停車位的樓面平面圖；
 - (m) 臨時買賣合約的撮要；
 - (n) 以下事宜的撮要 ——
 - (i) (就未落成發展項目而言)指明住宅物業的每份公契在售樓說明書的印製日期的最新擬稿；或
 - (ii) (就已落成發展項目而言)以下兩項或其中一項(視何者適用而定) ——

protection before deciding to purchase a residential property in the development.

Note—

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

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

- (A) 指明住宅物業的每份已簽立的公契；
- (B) 指明住宅物業的每份公契在售樓說明書的印製日期的最新擬稿；
- (o) 批地文件的撮要；
- (p) 以下事宜的資料 ——
 - (i) 有關的批地文件規定興建並提供予政府或供公眾使用的設施；
 - (ii) 有關的批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的設施或休憩用地；或
 - (iii) 發展項目所位於的土地中為施行《建築物 (規劃) 規例》(第 123 章，附屬法例 F) 第 22(1) 條而撥供公眾用途的部分。
- (3) 發展項目的售樓說明書須繼而列出附表 1 第 2 部所規定的資料。
- (4) 第 (2) 款所指明的資料，須按在該款中如此指明該等資料的次序，在售樓說明書中列出。
- (5) 如第 (2) 款或經第 (3) 款施行的附表 1 第 2 部規定發展項目的售樓說明書列出的任何資料不適用於該項目 ——
 - (a) 該說明書須載有關於該資料的段落，而該段落須有適當的標題；
 - (b) 該段落須述明該資料不適用於該項目；而
 - (c) 該說明書須就該段落的位置符合本條規定，猶如該資料已在該段落中列出。
- (6) 如第 (1)、(2)、(3) 或 (4) 款遭違反，賣方即屬犯罪，可處罰款 \$500,000。
- (7) 如發展項目的售樓說明書就不適用於該項目的資料遵照第 (5) 款的規定，則不得因沒有列出任何該等資料，而被視為違反第 (2) 或 (3) 款。

- (j) floor plans of the residential properties in the development;
- (k) the area of the residential properties in the development;
- (l) floor plans of the parking spaces in the development;
- (m) a summary of the preliminary agreement for sale and purchase;
- (n) a summary of—
 - (i) for an uncompleted development, the latest draft of every deed of mutual covenant in respect of the specified residential property as at the date on which the sales brochure is printed; or
 - (ii) for a completed development, either or both of the following as applicable—
 - (A) every deed of mutual covenant in respect of the specified residential property that has been executed;
 - (B) the latest draft of every deed of mutual covenant in respect of the specified residential property as at the date on which the sales brochure is printed;
- (o) a summary of the land grant;
- (p) information on—
 - (i) any facilities that are required under the land grant to be constructed and provided for the Government, or for public use;
 - (ii) any facilities or open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the development; or

2-13
第 621 章

第 2 部 —— 第 2 分部
第 20 條

Part 2—Division 2
Section 20

2-14
Cap. 621

- (iii) any part of the land (on which the development is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulations (Cap. 123 sub. leg. F).
- (3) The sales brochure for the development must then set out the information required by Part 2 of Schedule 1.
- (4) The information specified in subsection (2) must be set out in the sales brochure in the order in which the information is so specified.
- (5) If the sales brochure for the development is required by subsection (2), or by Part 2 of Schedule 1 as applied by subsection (3), to set out any information that is not applicable to the development, the sales brochure—
 - (a) must include a paragraph for the information with the appropriate heading;
 - (b) must state in that paragraph that the information is not applicable to the development; and
 - (c) must comply with this section with respect to the location of that paragraph as if the information had been set out in the paragraph.
- (6) If subsection (1), (2), (3) or (4) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.
- (7) The sales brochure for the development is not to be regarded as contravening subsection (2) or (3) for not setting out any information that is not applicable to the development if it complies with subsection (5) in relation to the information.

20. 售樓說明書的內容：須列出的其他資料

- (1) 如有以下情況，發展項目的售樓說明書須列出該項目中的住宅物業特有的有關資料，或該項目特有的有關資料 ——

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

- (1) The sales brochure for the development must set out relevant information that is specific to a residential property in the

- (a) 除本條外，並無須於該說明書中列出該資料的規定；及
 - (b) 該資料為賣方所知悉，但並非為一般公眾人士所知悉。
- (2) 第 (1) 款並不准許發展項目的售樓說明書以提述該項目中的任何住宅物業的實用面積以外的方式，列出關於該物業的面積或單位售價的任何資料。
- (3) 發展項目的售樓說明書須列出賣方為施行本部而就該項目指定的互聯網網站的網址。該網址須以對閱讀該說明書的人屬合理可見的方式列出。
- (4) 在售樓說明書中，第 (1) 及 (3) 款所指明的資料須列於第 19 條所規定的資料之後。
- (5) 如第 (1) 款遭違反，賣方即屬犯罪，可處罰款 \$500,000。
- (6) 如第 (3) 或 (4) 款遭違反，賣方即屬犯罪，可處第 6 級罰款。
- (7) 在本條中 ——
- 有關資料** (relevant information) ——
- (a) 就住宅物業而言，指關於相當可能對享用該物業造成重大影響的事宜的資料；或
 - (b) 就發展項目而言，指關於相當可能對享用該項目的任何住宅物業造成重大影響的事宜的資料；
- 單位售價** (unit price) 就任何指明住宅物業而言，包括 ——
- (a) 該物業的每平方呎售價；及
 - (b) 該物業的每平方米售價。

- development, or relevant information that is specific to the development, if—
- (a) the information is not otherwise required to be set out in the sales brochure; and
 - (b) the information is known to the vendor but is not known to the general public.
- (2) Subsection (1) does not authorize the sales brochure for the development to set out any information on the size or unit price of any residential property in the development otherwise than by reference to the saleable area of that property.
- (3) The sales brochure for the development must set out the address of the website designated by the vendor for the development for the purposes of this Part. That address must be set out in such a manner that it is reasonably visible to any person reading the sales brochure. (*Amended E.R. 6 of 2019*)
- (4) The information specified in subsection (1) and (3) must be set out in the sales brochure after the information required by section 19.
- (5) If subsection (1) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.
- (6) If subsection (3) or (4) is contravened, the vendor commits an offence and is liable to a fine at level 6.
- (7) In this section—
- relevant information** (有關資料)—
- (a) in relation to a residential property, means information on any matter that is likely to materially affect the enjoyment of the residential property; or
 - (b) in relation to a development, means information on any matter that is likely to materially affect the enjoyment of any residential property of the development;

21. 售樓說明書內容：進一步資料

(1) 如 ——

- (a) 建築事務監督已根據《建築物條例》(第 123 章)(**該條例**)第 42(1) 條行使權力，准許就發展項目中的建築物而對《建築物(規劃)規例》(第 123 章，附屬法例 F)(**該規例**)第 23(3)(a) 條作出變通；
- (b) 建築事務監督已為施行該規例第 22(1)(b) 或 (2)(b) 條而就該項目中的一幢建築物給予准許；或
- (c) 建築事務監督已根據該規例第 23(3)(b) 條行使權力，在為施行該規例第 20、21 及 22 條而釐定該項目中的建築物的總樓面面積時，不計算任何樓面空間面積，

則該項目的售樓說明書須遵照附表 1 第 3 部，列出在為施行該條例第 42(1) 條或該規例第 22(1)(b) 或 (2)(b) 或 23(3)(b) 條而提出的申請中呈交予建築事務監督的資料。

- (2) 第 (1) 款所指明的資料如於售樓說明書列出，須列於第 19 條所規定的資料之後。
- (3) 發展項目的售樓說明書 ——
 - (a) 可列出根據附表 1 第 4 部准予在售樓說明書列出的資料；及
 - (b) 如列出該等資料，須遵照附表 1 第 4 部列出。
- (4) 如第 (1)、(2) 或 (3)(b) 款遭違反，賣方即屬犯罪，可處第 6 級罰款。

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

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

21. Contents of sales brochure: further information

(1) If—

- (a) the Building Authority has exercised the power under section 42(1) of the Buildings Ordinance (Cap. 123) in permitting modification of regulation 23(3)(a) of the Building (Planning) Regulations (Cap. 123 sub. leg. F) in relation to a building in the development;
- (b) the Building Authority has given permission for the purposes of regulation 22(1)(b) or (2)(b) of those Regulations in relation to a building in the development; or
- (c) the Building Authority has exercised the power under regulation 23(3)(b) of those Regulations in disregarding any floor space in determining the gross floor area of a building in the development for the purposes of regulations 20, 21 and 22 of those Regulations,

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

- (2) If the information specified in subsection (1) is set out in the sales brochure, it must be set out after the information required by section 19.
- (3) The sales brochure for the development—

22. 售樓說明書內容：關於資料的其他規定

- (1) 發展項目的售樓說明書 ——
 - (a) 須述明其印製日期；及
 - (b) 須就每次根據第 17(1) 條對售樓說明書進行的檢視，述明 ——
 - (i) 該次檢視的日期；及
 - (ii) 售樓說明書中已被修改以更正在該次檢視中發現的不準確之處 (如有的話) 的部分。
- (2) 發展項目的售樓說明書所列的資料，須在每項要項上，準確反映 ——
 - (a) 該說明書的印製日期的情況；或
 - (b) (如曾根據第 17(1) 條檢視售樓說明書) 對上一次檢視的日期的情況。
- (3) 售樓說明書須述明發展項目及其周邊地區日後可能出現改變。
- (4) 如第 (1) 款遭違反，賣方即屬犯罪，可處罰款 \$500,000。
- (5) 如第 (2) 款遭違反，賣方即屬犯罪，可處罰款 \$500,000 及監禁 12 個月。
- (6) 如第 (3) 款遭違反，賣方即屬犯罪，可處第 6 級罰款。

22. Contents of sales brochure: other requirements for information

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

23. 售樓說明書不得列出其他資料

- (1) 除本條例規定列出或准許列出的資料外，發展項目的售樓說明書不得列出任何其他資料。
- (2) 如根據批地文件，在就發展項目符合該批地文件的條件之前，買賣該項目中的住宅物業，需獲地政總署署長同意，則該項目的售樓說明書不會因列出地政總署署長作為給予該同意的條件而規定列於該說明書的資料，而視為違反第 (1) 款。
- (3) 如第 (1) 款遭違反，賣方即屬犯罪，可處罰款 \$500,000。

24. 售樓說明書須以中英雙語印製

- (1) 發展項目的售樓說明書須以英文及中文印製。
- (2) 就英文版本而言 ——
 - (a) 字母或數目字的大小，不得小於 10 點 “Times New Roman” 字體的相同的字母或數目字；或
 - (b) 售樓說明書正文的註釋或備註的字母或數目字的大小，不得小於 8 點 “Times New Roman” 字體的相同的字母或數目字。
- (3) 就中文版本而言 ——
 - (a) 字或數目字的大小，不得小於 10 點新細明體字體的相同的字或數目字；或

- (6) If subsection (3) is contravened, the vendor commits an offence and is liable to a fine at level 6.

23. Sales brochure must not set out other information

- (1) The sales brochure for the development must not set out any information other than the information required or authorized by this Ordinance.
- (2) If, under the land grant, the consent of the Director of Lands is required to be given for any sale and purchase of residential properties in the development that takes place before the conditions of the land grant have been complied with in respect of the development, the sales brochure for the development is not to be regarded as contravening subsection (1) for setting out any information that is required by the Director of Lands to be set out in the sales brochure as a condition for giving the consent.
- (3) If subsection (1) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.

24. Sales brochure to be printed bilingually

- (1) The sales brochure for the development must be printed in English and Chinese.
- (2) For the English text, the size of a letter or number—
 - (a) must not be smaller than the size of the same letter or number in 10 point Times New Roman typeface; or
 - (b) in the case of an explanatory note or remark for the main text of the sales brochure, must not be smaller than the size of the same letter or number in 8 point Times New Roman typeface.
- (3) For the Chinese text, the size of a character or number—

- (b) 售樓說明書正文的註釋或備註的字或數目字的大小，不得小於8點新細明體字體的相同的字或數目字。
- (4) 第(2)及(3)款不適用於圖則、插圖或地圖上的字母、字或數目字。
- (5) 如第(1)款遭違反，賣方即屬犯罪，可處罰款\$500,000。
- (6) 如第(2)或(3)款遭違反，賣方即屬犯罪，可處第6級罰款。
- (7) 在本條中，提述售樓說明書的正文的註釋或備註，不包括對正文內容作限定的註明或備註。

25. 售樓說明書須供公眾領取

- (1) 在緊接第14(1)條所述的出售的日期前的最少7日期間內，賣方須提供發展項目的售樓說明書的印本，供公眾免費領取。
- (2) 在第14(1)條所述的出售的日期當日，賣方須在售樓處提供發展項目的售樓說明書的印本，供公眾免費領取。
- (3) 在緊接第14(1)條所述的出售的日期前的最少7日期間內及在該日期當日，賣方須在其為施行本部而就發展項目指定的互聯網網站，提供該項目的售樓說明書的文本以供閱覽。
- (4) 賣方須在為施行第(1)款而提供發展項目的售樓說明書的印本的首日——
- (a) 向附表3所指明的每一當局，提供該項目的售樓說明書的印本一份；及

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

25. Sales brochure to be made available to general public

- (1) During a period of at least 7 days immediately before a date of the sale mentioned in section 14(1), the vendor must make hard copies of the sales brochure for the development available for collection by the general public free of charge.
- (2) On a date of the sale mentioned in section 14(1), the vendor must make hard copies of the sales brochure for the development available for collection by the general public free of charge at the place where the sale is to take place.
- (3) During a period of at least 7 days immediately before a date of the sale mentioned in section 14(1), and on such a date, the vendor must make a copy of the sales brochure for the development available for inspection on the website designated by the vendor for the development for the purposes of this Part.

2-25
第 621 章

第 2 部 —— 第 2 分部
第 26 條

- (b) 為根據第 89(1) 條設立的電子資料庫的目的，提供該說明書的電子版本予 ——
 - (i) 根據第 89(2) 條獲轉授權力設立和備存該資料庫的人士或公職人員 (如有的話)；
 - (ii) (如沒有人士或公職人員獲如此轉授權力) 監督。
- (5) 除了發展項目的售樓說明書的文本或印本以外，任何人不得向公眾提供關於該項目的以英文標明為“Sales Brochure”或以中文標明為“售樓說明書”的任何刊物。
- (6) 如第(1)或(2)款遭違反，賣方即屬犯罪，可處罰款 \$1,000,000。
- (7) 如第(3)或(4)款遭違反，賣方即屬犯罪，可處第 6 級罰款。
- (8) 任何人違反第(5)款，即屬犯罪，可處罰款 \$1,000,000。
- (9) 在本條中，提述發展項目的售樓說明書，即提述該項目在之前的 3 個月內印製或根據第 17(1) 條檢視的售樓說明書。

26. 第 17 至 24 條如何適用於供領取的售樓說明書
第 17(2) 及 (3)、18、19、20、21、22、23 及 24 條只適用於印

Part 2—Division 2
Section 26

2-26
Cap. 621

- (4) On the first day on which the vendor makes a copy of the sales brochure for the development available for the purposes of subsection (1), the vendor—
 - (a) must provide a hard copy of the sales brochure for the development to each of the entities specified in Schedule 3; and
 - (b) must provide an electronic copy of the sales brochure for the development to the following for the purpose of the electronic database established under section 89(1)—
 - (i) if a public officer or person is delegated under section 89(2) with the power to establish and maintain that database, the public officer or person;
 - (ii) if no public officer or person is so delegated, the Authority.
- (5) A person must not make available to the general public copies of any publication for the development that is entitled “Sales Brochure” in English, or “售樓說明書” in Chinese, except copies of the sales brochure for the development.
- (6) If subsection (1) or (2) is contravened, the vendor commits an offence and is liable to a fine of \$1,000,000.
- (7) If subsection (3) or (4) is contravened, the vendor commits an offence and is liable to a fine at level 6.
- (8) A person who contravenes subsection (5) commits an offence and is liable for a fine of \$1,000,000.
- (9) In this section, a reference to the sales brochure for the development is a reference to the sales brochure for the development printed, or examined under section 17(1), within the previous 3 months.

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

本已根據第 25 條供領取的售樓說明書。

27. 第 17 至 25 條如何適用於分期發展項目

- (1) 除第 (2) 款另有規定外，如有關發展項目分為 2 期或多於 2 期，第 17、18、19、20、21、22、23、24 及 25 條適用於有關指明住宅物業所屬的期數的售樓說明書，猶如該等條文中提述該項目，是提述該期。
- (2) 第 (1) 款不適用於第 19(2)(f)、(h) 及 (i) 條中對有關發展項目的提述。

28. 附表 1 的適用範圍

附表 1 第 1、2、3 及 4 部受該附表第 5 部所規限。

第 3 分部 —— 價單

29. 賣方須擬備價單

- (1) 除第 (2) 款另有規定外，賣方須為施行第 32 條而擬備一份文件，列出發展項目中每一指明住宅物業的售價。
- (2) 如發展項目分為 2 期或多於 2 期，賣方須為施行第 32 條擬備一份文件，列出每一期中每一指明住宅物業的售價。
- (3) 發展項目中的一個指明住宅物業的售價 ——
 - (a) 如屬第 (1) 款的情況，只可於該項目的任何一份價單中列出；或
 - (b) 如屬第 (2) 款的情況，只可於該物業所屬的期數的任何一份價單中列出。

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

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

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

28. Application of Schedule 1

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

Division 3—Price List

29. Price list to be prepared by vendor

- (1) Subject to subsection (2), the vendor must prepare for the purposes of section 32 a document setting out the price of each specified residential property in the development.
- (2) If the development is divided into 2 or more phases, the vendor must prepare for the purposes of section 32 a document setting out the price of each specified residential property in each phase.
- (3) The price of a specified residential property in a development may only be set out in—
 - (a) in the case of subsection (1), any one price list for the development; or

2-29
第 621 章

第 2 部 —— 第 3 分部
第 30 條

- (4) 凡某指明住宅物業的售價於價單中列出，如該售價有任何變動，該價單須予修改，以在該價單中反映該項變動。
- (5) 如第 (1)、(2) 或 (4) 款遭違反，賣方即屬犯罪，可處罰款 \$1,000,000。
- (6) 如第 (3) 款遭違反，賣方即屬犯罪，可處罰款 \$500,000。

30. 價單須涵蓋多少物業

- (1) 如發展項目中的住宅物業不多於 30 個，該項目的價單須列出該項目中所有指明住宅物業的售價。
- (2) 在第 (3) 款的規限下，如發展項目中的住宅物業多於 30 個但少於 100 個，該項目的每份價單須列出該項目中至少 30 個指明住宅物業的售價。
- (3) 如 ——
 - (a) 發展項目中少於 30 個指明住宅物業的售價，從來沒有在該項目的任何價單中列出；而
 - (b) 有價單列出從來沒有如此列出的所有該等物業的售價，
 則 (b) 段所提述的價單，即視為已符合第 (2) 款。
- (4) 在第 (5) 及 (6) 款的規限下，如發展項目中的住宅物業達 100 個或以上 ——
 - (a) 該項目的首份價單，須列出不少於以下數量的指明住宅物業的售價 ——
 - (i) 該項目中的住宅物業的數量的 20%；
 - (ii) 50 個指明住宅物業，
 兩者之中，以較大者為準；及

Part 2—Division 3
Section 30

2-30
Cap. 621

- (b) in the case of subsection (2), any one price list for the phase of which the residential property forms part.
- (4) If the price of a specified residential property is set out in a price list, any change to that price must be reflected in the price list by a revision to the price list.
- (5) If subsection (1), (2) or (4) is contravened, the vendor commits an offence and is liable to a fine of \$1,000,000.
- (6) If subsection (3) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.

30. Number of properties to be covered in price list

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

- (b) 該項目的其後每份價單，須列出該項目中的住宅物業的數量的最少 10% 的售價。
- (5) 如 ——
- (a) 發展項目中少於 50 個指明住宅物業的售價，從來沒有在該項目的任何價單中列出；而
- (b) 有價單列出從來沒有如此列出的所有該等物業的售價，
- 則 (b) 段所提述的價單，即視為已符合第 (4)(a) 款。
- (6) 如 ——
- (a) 從來沒有在發展項目中的任何價單中列出售價的指明住宅物業的數量，少於該項目中的住宅物業數量的 10%；而
- (b) 有價單列出從來沒有如此列出的所有該等物業的售價，
- 則 (b) 段所提述的價單，即視為已符合第 (4)(b) 款。
- (7) 在第 (1)、(2)、(3)、(4)、(5) 及 (6) 款中，提述發展項目中的住宅物業的數目，就指明新界發展項目以外的發展項目而言，即提述經批准的建築圖則中所列的住宅物業的數目。
- (8) 如發展項目分為 2 期或多於 2 期 ——
- (a) 第 (1)、(2)、(3)、(4)、(5) 及 (6) 款適用於該項目的某一期的價單，猶如該等款中提述該項目，是提述該期；及
- (b) 第 (7) 款適用於該項目的某一期的指明住宅物業的數量，猶如該款中提述該項目，是提述該期。
- (9) 如第 (1)、(2) 或 (4) 款遭違反，賣方即屬犯罪，可處罰款 \$1,000,000。
- (10) 局長可藉於憲報刊登的公告 ——

- (i) 20% of the number of residential properties in the development;
- (ii) 50 specified residential properties; and
- (b) each subsequent price list for the development must set out the prices of at least 10% of the number of residential properties in the development.
- (5) A price list is to be regarded as having complied with subsection (4)(a) if—
- (a) the prices of less than 50 specified residential properties in the development have never been set out in any price list for the development; and
- (b) the price list sets out the prices of all those specified residential properties that have never been so set out.
- (6) A price list is to be regarded as having complied with subsection (4)(b) if—
- (a) the number of specified residential properties in the development the prices of which have never been set out in any price list for the development is less than 10% of the number of residential properties in the development; and
- (b) the price list sets out the prices of all those specified residential properties that have never been so set out.
- (7) In subsections (1), (2), (3), (4), (5) and (6), a reference to the number of residential properties in a development is, in the case of a development other than a specified NT development, a reference to the number of residential properties as set out in the approved building plans.
- (8) If the development is divided into 2 or more phases—
- (a) subsections (1), (2), (3), (4), (5) and (6) apply to a price list for a phase of the development as if a reference in

- (a) 以用另一百分率取代第(4)(a)(i)款所指明的百分率的方式，修訂該款；
 - (b) 以用另一數目取代第(4)(a)(ii)及(5)(a)款所指明的數目的方式，修訂該兩款；或
 - (c) 以用另一百分率取代第(4)(b)及(6)(a)款所指明的百分率的方式，修訂該兩款。
- (11) 就第(10)(b)及(c)款而言——
- (a) 取代第(4)(a)(ii)款所指明的數目，須與取代第(5)(a)款所指明的數目相同；及
 - (b) 取代第(4)(b)款所指明的數目，須與取代第(6)(a)款所指明的數目相同。

31. 價單的內容

- (1) 發展項目的價單——
 - (a) 須列出該項目的名稱及位置；
 - (b) 須列出該項目中的住宅物業的總數；

- those subsections to the development were a reference to that phase; and
- (b) subsection (7) applies to the number of specified residential properties in a phase of the development as if a reference in that subsection to the development were a reference to that phase.
- (9) If subsection (1), (2) or (4) is contravened, the vendor commits an offence and is liable to a fine of \$1,000,000.
- (10) The Secretary may, by notice published in the Gazette—
- (a) amend subsection (4)(a)(i) by substituting another percentage for the percentage specified in that subsection;
 - (b) amend both subsections (4)(a)(ii) and (5)(a) by substituting another number for the number specified in each of those subsections; or
 - (c) amend both subsections (4)(b) and (6)(a) by substituting another percentage for the percentage specified in each of those subsections.
- (11) For the purposes of subsection (10)(b) and (c)—
- (a) the number substituted for the number specified in subsection (4)(a)(ii) and the number substituted for that specified in subsection (5)(a) must be the same; and
 - (b) the percentage substituted for the percentage specified in subsection (4)(b) and the percentage substituted for that specified in subsection (6)(a) must be the same.

31. Contents of price list

- (1) A price list for the development—
 - (a) must set out the name and location of the development;

2-35
第 621 章

第 2 部 —— 第 3 分部
第 31 條

- (c) 須列出其印製日期；
- (d) 須述明該價單在該項目中的所有價單中按印製日期排列的次序；及
- (e) 須就每次根據第 29(4) 條作出的修改，列出修改的日期。
- (2) 發展項目的價單在列出指明住宅物業的售價時，亦須以監督指明的格式，就該物業列出以下資料 ——
 - (a) 該物業的描述；
 - (b) 該物業的實用面積；
 - (c) 以實用面積計的該物業每平方呎及每平方米售價；
 - (d) 在構成該物業的一部分的範圍內的每一以下項目的樓面面積 ——
 - (i) 露台；
 - (ii) 工作平台；
 - (iii) 陽台；
 - (e) 在構成該物業的一部分的範圍內的附表 2 第 1 部所指明的每一項目的面積。
- (3) 發展項目的價單 ——
 - (a) 須按平方呎及平方米，列出第 (2)(b) 款所指的實用面積、第 (2)(d) 款所指的樓面面積及第 (2)(e) 款所指的面積；及
 - (b) 須述明 ——
 - (i) 第 (2)(b) 款所指的實用面積，以及第 (2)(d) 款所指的樓面面積，是按照第 8 條計算得出的；及
 - (ii) 第 (2)(e) 款所指的面積，是按照附表 2 第 2 部計算得出的。
- (4) 發展項目的價單 ——
 - (a) 須列出第 52(1) 及 53(2) 及 (3) 條的內容；及

Part 2—Division 3
Section 31

2-36
Cap. 621

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

- (b) 須述明賣方建議準買方參看該項目的售樓說明書，以了解該項目的資料。
- (5) 發展項目的價單須列出 ——
- (a) 支付條款；
- (b) 售價獲得折扣的基礎；及
- (c) 可就購買該項目中的指明住宅物業而連帶獲得的任何贈品、財務優惠或利益。
- (6) 發展項目的價單 ——
- (a) 須述明誰人負責支付買賣該項目中的指明住宅物業的有關律師費及印花稅；及
- (b) 須列出買方須為就買賣該項目中的指明住宅物業簽立任何文件而支付的費用。
- (7) 由賣方為施行本部而就發展項目指定的互聯網網站的網址，須於該項目的價單列出。該網址須以對閱讀該價單的人屬合理可見的方式列出。
- (8) 如賣方已委任地產代理在發展項目中的指明住宅物業的出售過程中行事，該項目的價單 ——
- (a) 須列出該地產代理的名稱或姓名；及
- (b) 須述明任何人可委任任何地產代理在購買該項目中的指明住宅物業的過程中行事，但無必要委任地產代理。
- (9) 除本條規定的資料外，發展項目的價單不得列出任何關於該項目中的指明住宅物業的資料。
- (10) 在第 (1) 款中，提述發展項目或發展項目的某一期的住宅物業的數目，就指明新界發展項目以外的發展項目而言，即提述經批准的建築圖則中所列的住宅物業的數目。
- (11) 如發展項目分為 2 期或多於 2 期 ——
- (a) 該項目的某期的價單，須同時列出該期的期數；及

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

- (b) 第(1)、(2)、(3)、(4)、(5)、(6)、(7)、(8)及(9)款適用於該價單，猶如該等條文中提述該項目，是提述該期。
- (12) 如第(1)、(2)、(3)、(4)、(5)、(6)、(8)、(9)或(11)(a)款遭違反，賣方即屬犯罪，可處罰款\$500,000。
- (13) 如第(7)款遭違反，賣方即屬犯罪，可處第6級罰款。

- the purposes of this Part. That address must be set out in such a manner that it is reasonably visible to any person reading the price list.
- (8) If the vendor has appointed an estate agent to act in the sale of any specified residential property in the development, a price list for the development—
- (a) must set out the name of the estate agent; and
- (b) must state that a person may appoint any estate agent to act in the purchase of any specified residential property in the development but need not do so.
- (9) A price list for the development must not set out any information in relation to a specified residential property in the development other than the information required by this section.
- (10) In subsection (1), a reference to the number of residential properties in a development or a phase of a development is, in the case of a development other than a specified NT development, a reference to the number of residential properties as set out in the approved building plans.
- (11) If the development is divided into 2 or more phases—
- (a) the price list for a phase of the development must also set out the phase number of that phase; and
- (b) subsections (1), (2), (3), (4), (5), (6), (7), (8) and (9) apply to the price list as if a reference in those subsections to the development were a reference to that phase.
- (12) If subsection (1), (2), (3), (4), (5), (6), (8), (9) or (11)(a) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.
- (13) If subsection (7) is contravened, the vendor commits an offence and is liable to a fine at level 6.

32. 價單須供公眾領取

- (1) 在緊接第 14(1) 條所述的出售的日期前的最少 3 日期間內，賣方須提供有關價單的印本，供公眾免費領取。
- (2) 在第 14(1) 條所述的出售的日期當日，賣方須在售樓處提供有關價單的印本，供公眾免費領取。
- (3) 在緊接第 14(1) 條所述的出售的日期前的最少 3 日期間內及在該日期當日，賣方須在其為施行本部而就發展項目指定的互聯網網站，提供有關價單的文本以供閱覽。
- (4) 賣方須在為施行第 (1) 款而提供有關價單的印本的首日 ——
 - (a) 向附表 3 所指明的每一當局，提供該價單的印本一份；及
 - (b) 為根據第 89(1) 條設立的電子資料庫的目的，提供有關價單的電子版本予 ——
 - (i) 根據第 89(2) 條獲轉授權力設立和備存該資料庫的人士或公職人員 (如有的話) ；
 - (ii) (如沒有人士或公職人員獲如此轉授權力) 監督。
- (5) 如第 (1) 或 (2) 款遭違反，賣家即屬犯罪，可處罰款 \$1,000,000。
- (6) 如第 (3) 或 (4) 款遭違反，賣家即屬犯罪，可處第 6 級罰款。
- (7) 在本條中 ——

有關價單 (relevant price list) 就某指明住宅物業的買賣而言，指列出以下售價的有關發展項目或該項目的某一期的價單 ——

 - (a) 該物業的售價；或
 - (b) (凡該價單曾根據第 29(4) 條修改，以反映該物業的售價的變動) 經對上一次修改的該物業的售價。

32. Price list to be made available to general public

- (1) During a period of at least 3 days immediately before a date of the sale mentioned in section 14(1), the vendor must make hard copies of the relevant price list available for collection by the general public free of charge.
- (2) On a date of the sale mentioned in section 14(1), the vendor must make hard copies of the relevant price list available for collection by the general public free of charge at the place where the sale is to take place.
- (3) During a period of at least 3 days immediately before a date of the sale mentioned in section 14(1), and on such a date, the vendor must make a copy of the relevant price list available for inspection on the website designated by the vendor for the development for the purposes of this Part.
- (4) On the first day on which the vendor makes a copy of a relevant price list available for the purposes of subsection (1), the vendor—
 - (a) must provide a hard copy of the relevant price list to each of the entities specified in Schedule 3; and
 - (b) must provide an electronic copy of the relevant price list to the following for the purpose of the electronic database established under section 89(1)—
 - (i) if a public officer or person is delegated under section 89(2) with the power to establish and maintain that database, the public officer or person;
 - (ii) if no public officer or person is so delegated, the Authority.
- (5) If subsection (1) or (2) is contravened, the vendor commits an offence and is liable to a fine of \$1,000,000.

33. 第 29 至 31 條如何適用於已供領取的價單

第 29(3) 及 (4)、30 及 31 條只適用於印本已根據第 32 條供領取的價單。

34. 提供價單前不得表達意向

- (1) 在列出發展項目中的指明住宅物業的售價的任何價單的文本根據第 32(3) 條提供的首日之前，賣方不得向任何其他人探求對該等物業的無明確選擇購樓意向，並須拒絕上述意向。
- (2) 賣方在要約出售發展項目中的某指明住宅物業的首日之前，不得向任何其他人探求對該物業的有明確選擇購樓意向，並須拒絕上述意向。
- (3) 如第 (1) 或 (2) 款遭違反，賣方即屬犯罪，可處罰款 \$500,000。
- (4) 在本條中 ——

有明確選擇購樓意向 (specific expression of intent) 就某指明住宅物業而言，指意向 (不論是否連同一筆付款) 購買該物業，而表達該意向的基礎，是除非訂立合約，否則該意向對表達者並無約束力；

- (6) If subsection (3) or (4) is contravened, the vendor commits an offence and is liable to a fine at level 6.

- (7) In this section—

relevant price list (有關價單), in relation to a sale of a specified residential property, means the price list for the development or a phase of the development, that sets out—

- (a) the price of the specified residential property; or
- (b) where that price list has been revised under section 29(4) to reflect a change of the price of the specified residential property, the price of the specified residential property as last revised.

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

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

34. No expression of intent before price list made available

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

無明確選擇購樓意向 (general expression of intent) 就指明住宅物業而言，指意向（不論是否連同一筆付款）購買該等指明住宅物業中的任何一個（而沒有指明任何特定住宅物業），而表達該意向的基礎，是除非訂立合約，否則該意向對表達者並無約束力。

- (5) 如有關項目分為 2 期或多於 2 期，則第 (1) 及 (2) 款適用，猶如在該兩款中提述該項目，即提述有關指明住宅物業所屬的期數。

35. 指明住宅物業須按價單上的價格出售或要約

(1) 擁有人 ——

- (a) 只可按文本已根據第 32(1)、(2) 及 (3) 條提供的價單所列的有關指明住宅物業的售價，出售或要約出售該物業；或
 - (b) 在該價單已根據第 29(4) 條修改以反映有關指明住宅物業的售價變動的情況下，只可按文本已根據第 32(1)、(2) 及 (3) 款提供的經最新修改價單所列的售價，出售或要約出售該物業。
- (2) 在擁有人已按第 (1)(a) 或 (b) 款所述的售價將住宅物業售予另一人之後，該售價只可憑藉以下任何或所有項目作出修改 ——
- (a) 有關買賣合約根據第 55 條載有的附表 5 第 23 條；

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

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

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

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

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

- (b) 根據第 31(5)(a) 條列於發展項目的價單的支付條款的變動；
- (c) 根據第 31(5)(c) 條列於該項目的價單的贈品、財務優惠或利益，可否就購買該物業而連帶獲得。
- (3) 如第 (1) 或 (2) 款遭違反，擁有人即屬犯罪，可處罰款 \$1,000,000。

第 4 分部 —— 未落成發展項目或期數的示範單位

36. 第 4 分部的釋義：無改動示範單位

- (1) 就本分部而言，住宅物業的示範單位如符合以下情況，即屬該物業的無改動示範單位 ——
 - (a) 示範單位的窗台、空調機房、露台、工作平台及陽台，均與發展項目的售樓說明書所展示的該物業所具有者相同；
 - (b) 示範單位的尺寸，以及其窗台、空調機房、露台、工作平台及陽台的尺寸，均與在該售樓說明書內就該物業而指明者相同；
 - (c) 示範單位設有天花板，而該單位的樓底高度（地面量度至天花板計）不超過該物業的相應預計高度；
 - (d) 示範單位的內部間隔，與該售樓說明書內就有關住宅物業而指明者相同；及
 - (e) 示範單位內的裝置、裝修物料及設備，均與該售樓說明書所展示的有關住宅物業具有者相同。

that price may only be revised by virtue of any or all of the following—

- (a) clause 23 of Schedule 5, as contained in the agreement for sale and purchase under section 55;
- (b) a change in the terms of payment as set out in the price list for the development under section 31(5)(a);
- (c) the availability of any gift, or any financial advantage or benefit, as set out in the price list for the development under section 31(5)(c), in connection with the purchase of the residential property.
- (3) If subsection (1) or (2) is contravened, the owner commits an offence and is liable to a fine of \$1,000,000.

Division 4—Show Flats for Uncompleted Development or Phase

36. Interpretation of Division 4: unmodified show flat

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

- (2) 即使示範單位或示範單位內的窗台、空調機房、露台、工作平台或陽台的尺寸，有別於發展項目的售樓說明書中就有關住宅物業指明者，在以下情況下，第(1)(b)款仍須視為獲符合——
- (a) 該項分別是該示範單位的圍封牆、邊界牆或內部間隔的裝修物料所引致的；及
- (b) 該示範單位中展示一項告示，述明該項分別。
- (3) 即使示範單位內的裝置、裝修物料或設備，有別於發展項目的售樓說明書所展示的有關住宅物業所具有者，在以下情況下，第(1)(e)款仍須視為獲符合——
- (a) 該示範單位中展示一項告示，述明有關分別；及
- (b) 該示範單位的有關裝置、裝修物料或設備的質素，與該售樓說明書所展示的有關住宅物業所具有者的質素相若。
- (4) 第(2)(b)或(3)(a)款指的告示的展示方式，須對進入有關示範單位的人是按理可見到的。

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

37. 第 4 分部的釋義：經改動示範單位

- (1) 就本分部而言，住宅物業的示範單位如符合以下情況，即屬該物業的經改動示範單位——
 - (a) 示範單位的窗台、空調機房、露台、工作平台及陽台，均與發展項目的售樓說明書所展示的該物業所具有者相同；
 - (b) 示範單位的尺寸，以及其窗台、空調機房、露台、工作平台及陽台的尺寸，均與在該售樓說明書內就該物業而指明者相同；及
 - (c) 示範單位設有天花板，而該單位的樓底高度（地面量度至天花板計）不超過該物業的相應預計高度。
- (2) 即使示範單位或示範單位內的窗台、空調機房、露台、工作平台或陽台的尺寸，有別於發展項目的售樓說明書中就有關住宅物業指明者，在以下情況下，第 (1)(b) 款仍須視為獲符合——
 - (a) 該項分別是該示範單位的圍封牆、邊界牆或內部間隔的裝修物料所引致的；及
 - (b) 該示範單位中展示一項告示，述明該項分別。
- (3) 第 (2)(b) 款所指的告示的展示方式，須對進入有關示範單位的人是按理可見到的。

37. Interpretation of Division 4: modified show flat

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

38. 參觀示範單位

- (1) 賣方無須開放示範單位供準買方或公眾參觀。
- (2) 如賣方 ——
 - (a) 在第 14(2)(a) 條所指的情況下，將會開放未落成發展項目中的住宅物業的示範單位供準買方或公眾參觀；或
 - (b) 在第 14(2)(b) 條所指的情況下，將會開放未落成期數中的住宅物業的示範單位供準買方或公眾參觀，賣方須首先開放該物業的無改動示範單位供準買方或公眾參觀。
- (3) 如已根據第 (2) 款開放住宅物業的無改動示範單位供準買方或公眾參觀，則賣方 ——
 - (a) 亦可開放該物業的經改動示範單位供準買方或公眾參觀；及
 - (b) 不得開放該物業的任何其他示範單位供準買方或公眾參觀。
- (4) 任何住宅物業的示範單位在發展項目或期數的售樓說明書的文本根據第 25(1) 條提供之前，不得根據第 (2) 或 (3) 款開放供準買方或公眾參觀。
- (5) 如第 (2)、(3)(b) 或 (4) 款遭違反，賣方即屬犯罪，可處罰款 \$500,000。

38. Viewing of show flat

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

39. 適用於無改動示範單位及經改動示範單位的規定

- (1) 本條適用於根據第 38(2) 或 (3) 條開放供準買方或公眾參觀的住宅物業的無改動示範單位或經改動示範單位。
- (2) 賣方須為示範單位的每一露台、工作平台或陽台設有邊界牆或護牆。
- (3) 賣方須按照第 (6) 款，在示範單位內展示一份該示範單位的圖則，該圖則須顯示——
 - (a) 該示範單位的尺寸；及
 - (b) 該示範單位內的內部間隔、窗台、空調機房、露台、工作平台及陽台的尺寸。
- (4) 如示範單位的圍封牆或邊界牆設有通道或門戶，用作為施行《建築物（規劃）規例》（第 123 章，附屬法例 F）第 41(1) 條而設的逃生途徑，賣方——
 - (a) 須按照第 (6) 款，在該示範單位內展示一份告示，該告示須述明有關住宅物業不設該等通道或門戶；及
 - (b) 須在地板上加上連續線，該線須顯示有關圍封牆或邊界牆的位置及厚度。
- (5) 如示範單位的樓底高度（地面量度至天花板計），低於有關住宅物業的相應預計高度，賣方須按照第 (6) 款，在該示範單位內展示一份告示，說明該兩個高度之間的差距。
- (6) 第 (3) 款所指的圖則或第 (4) 或 (5) 款所指的告示的展示方式，須對進入有關示範單位的人是按理可見到的。
- (7) 如第 (2)、(3) 或 (4) 款遭違反，賣方即屬犯罪，可處罰款 \$500,000。
- (8) 如第 (5) 款遭違反，賣方即屬犯罪，可處第 6 級罰款。

39. Requirements for unmodified and modified show flats

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

40. 適用於無改動示範單位的附加規定

- (1) 本條適用於根據第 38(2) 條開放供準買方或公眾參觀的住宅物業的無改動示範單位。
- (2) 賣方須為示範單位設置圍封牆及邊界牆，並在單位內設置內部間隔及門戶，設置方式一如發展項目的售樓說明書所展示的將會為有關住宅物業設置及在其內設置者。
- (3) 如第 (2) 款遭違反，賣方即屬犯罪，可處罰款 \$500,000。

41. 適用於經改動示範單位的附加規定

- (1) 本條適用於根據第 38(3) 條開放供準買方或公眾參觀的住宅物業的經改動示範單位。
- (2) 除第 (3) 款另有規定外，賣方須為示範單位設置圍封牆及邊界牆，並在單位內設置內部間隔及門戶，設置方式一如發展項目的售樓說明書所展示的將會為有關住宅物業設置及在其內設置者。
- (3) 如憑藉《建築物條例》(第 123 章) 第 41(3) 條，有關住宅物業內的內部間隔或門戶是可以不經建築事務監督批准而從該物業拆走的，則賣方無須在示範單位內設置有關的內部間隔或門戶。

- (6) A plan under subsection (3), or a notice under subsection (4) or (5), must be displayed in such a manner that the plan or notice is reasonably visible to any person entering the show flat.
- (7) If subsection (2), (3) or (4) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.
- (8) If subsection (5) is contravened, the vendor commits an offence and is liable to a fine at level 6.

40. Additional requirements for unmodified show flat

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

41. Additional requirements for modified show flat

- (1) This section applies to a modified show flat of a residential property made available for viewing by prospective purchasers, or by the general public, under section 38(3).
- (2) Subject to subsection (3), the vendor must provide enclosing walls and boundary walls for, and internal partitions and doors in, the show flat in the same way as they will be provided in the residential property as depicted in the sales brochure for the development.
- (3) The vendor is not required to provide an internal partition or a door in the show flat if, by virtue of section 41(3) of the Buildings Ordinance (Cap. 123), the partition or the door may

- (4) 如賣方憑藉第 (3) 款，不在示範單位內設置內部間隔，賣方——
- (a) 須在該示範單位的地板上劃上連續線，該線須顯示有關間隔的位置及厚度；及
 - (b) 須按照第 (6) 款，在該示範單位內展示一份有關住宅物業的圖則，該圖則須顯示該物業的所有內部間隔的分布、方向及厚度。
- (5) 賣方須按照第 (6) 款，在示範單位內展示一份符合以下說明的告示——
- (a) 列出該示範單位內哪些裝置、裝修物料及設備（如有的話）將出現於有關住宅物業，一如發展項目的售樓說明書所展示者；及
 - (b) 述明該示範單位內的任何其他裝置、裝修物料及設備，將不會出現於該物業。
- (6) 第 (4)(b) 款所指的圖則或第 (5) 款所指的告示的展示方式，須對進入有關示範單位的人是合理可見到的。
- (7) 如第 (2) 或 (4) 款遭違反，賣方即屬犯罪，可處罰款 \$500,000。
- (8) 如第 (5) 款遭違反，賣方即屬犯罪，可處第 6 級罰款。

be removed from the residential property without the approval of the Building Authority.

- (4) If the vendor does not provide an internal partition in the show flat by virtue of subsection (3), the vendor—
- (a) must mark a solid line on the floor of the show flat showing the position and thickness of the partition; and
 - (b) must display in the show flat in accordance with subsection (6) a plan of the residential property showing the layout, orientation and thickness of all the internal partitions in the residential property.
- (5) The vendor must display in the show flat in accordance with subsection (6) a notice—
- (a) setting out which (if any) of the fittings, finishes and appliances in the show flat are those to be included in the residential property as depicted in the sales brochure for the development; and
 - (b) stating that any other fittings, finishes and appliances in the show flat will not be included in the residential property.
- (6) A plan under subsection (4)(b), or a notice under subsection (5), must be displayed in such a manner that the plan or notice is reasonably visible to any person entering the show flat.
- (7) If subsection (2) or (4) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.
- (8) If subsection (5) is contravened, the vendor commits an offence and is liable to a fine at level 6.

42. 示範單位內可進行量度及拍攝

- (1) 如有根據第 38(2) 條開放的住宅物業的無改動示範單位供

42. Measurements and photographs to be taken in show flat

- (1) If an unmodified show flat of a residential property is made

2-61
第 621 章第 2 部 —— 第 5 分部
第 44 條

準買方或公眾參觀，賣方不得限制參觀該示範單位的人對該示範單位進行量度、拍照或拍影片。

- (2) 如有根據第 38(3) 條開放的住宅物業的經改動示範單位供準買方或公眾參觀，賣方不得限制參觀該示範單位的人對該示範單位進行量度。
- (3) 如某項限制在有關情況下就確保參觀示範單位的人安全而言屬合理限制，第 (1) 及 (2) 款不適用於該項限制。
- (4) 如第 (1) 或 (2) 款遭違反，賣方即屬犯罪，可處第 6 級罰款。

43. 第 36、37、39、40 及 41 條如何適用於分期發展項目

如在第 14(2)(b) 條所指的情況下，賣方開放發展項目的未落成期數的住宅物業的示範單位供準買方或公眾參觀，第 36、37、39、40 及 41 條適用於該示範單位，猶如該等條文中提述該項目，是提述該未落成期數。

第 5 分部 —— 參觀已落成發展項目或期數中的物業

44. 發售前參觀

- (1) 在指明住宅物業售予某人之前，賣方須開放該物業供該人參觀。

Part 2—Division 5
Section 442-62
Cap. 621

available for viewing by prospective purchasers, or by the general public, under section 38(2), the vendor must not restrict any person who views the show flat from taking measurements, or taking photographs or making video recordings, of the show flat.

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

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

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

Division 5—Viewing of Property in Completed Development or Phase

44. Viewing before sale

- (1) Before the specified residential property is sold to a person, the vendor must make the residential property available for viewing by the person.

2-63
第 621 章

第 2 部 —— 第 5 分部
第 45 條

- (2) 如符合以下條件，第 (1) 款並不規定賣方開放指明住宅物業 (有關物業) 供有關的人參觀 ——
- (a) 開放有關物業供該人參觀，並非合理地切實可行；及
 - (b) 有以下其中一種情況 ——
 - (i) 賣方已開放 (如屬第 14(3)(a) 條所指的情況) 已落成發展項目或 (如屬第 14(3)(b) 條所指的情況) 已落成期數中任何與有關物業相若的住宅物業，供該人參觀；或
 - (ii) 開放發展項目中與有關物業相若的住宅物業供該人參觀，並非合理地切實可行，而該人以書面同意賣方無須在有關物業售予該人之前開放與有關物業相若的住宅物業供該人參觀。
- (3) 如第 (1) 款遭違反，指明住宅物業的賣方即屬犯罪，可處罰款 \$500,000。

45. 適用於供參觀的相若住宅物業的規定

- (1) 如在指明住宅物業售予某人之前，賣方為施行第 44(2)(b)(i) 條而開放相若住宅物業供該人參觀，則本條適用。
- (2) 賣方須按照第 (4) 款，在有關的相若住宅物業內，展示 ——
 - (a) 一份該相若物業的圖則，顯示以下各項的尺寸 ——
 - (i) 該相若物業；及

Part 2—Division 5
Section 45

2-64
Cap. 621

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

45. Requirements for comparable residential property for viewing

- (1) This section applies if, before the specified residential property is sold to a person, the vendor makes a comparable residential property available for viewing by the person for the purposes of section 44(2)(b)(i).
- (2) The vendor must display in the comparable residential property in accordance with subsection (4)—
 - (a) a plan of the comparable residential property that shows the dimensions of—

2-65
第 621 章

第 2 部 —— 第 5 分部
第 46 條

- (ii) 該相若物業的內部間隔，及該相若物業內的任何窗台、空調機房、露台、工作平台及陽台；及
- (b) 一份指明住宅物業的圖則，顯示以下各項的尺寸——
 - (i) 指明住宅物業；及
 - (ii) 指明住宅物業的內部間隔，及指明住宅物業內的任何窗台、空調機房、露台、工作平台及陽台。
- (3) 賣方須按照第(4)款，在有關的相若住宅物業內，展示一份符合以下說明的告示——
 - (a) 列出該相若物業內哪些裝置、裝修物料及設備（如有的話）將出現於有關指明住宅物業，一如發展項目或有關期數的售樓說明書所展示者；及
 - (b) 述明該相若物業內的任何其他裝置、裝修物料及設備，將不會出現於有關指明住宅物業。
- (4) 第(2)款所指的圖則或第(3)款所指的告示的展示方式，須對進入有關的相若住宅物業的人是合理可見到的。
- (5) 如第(2)或(3)款遭違反，賣方即屬犯罪，可處第6級罰款。

46. 供參觀住宅物業內可進行量度及拍攝

- (1) 賣方不得限制為施行第44(1)或(2)(b)(i)條而參觀住宅物

Part 2—Division 5
Section 46

2-66
Cap. 621

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

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

業的人對該物業進行量度、拍照或拍影片。

- (2) 如某項限制在有關情況下就確保參觀住宅物業的人安全而言屬合理限制，第 (1) 款不適用於該項限制。
- (3) 如住宅物業根據租約（政府租契除外）持有，第 (1) 款不適用。
- (4) 如第 (1) 款遭違反，賣方即屬犯罪，可處第 6 級罰款。

第 6 分部 —— 銷售安排及其他資料

47. 銷售安排須在互聯網網站供閱覽

- (1) 在緊接第 14(1) 條所述的出售的日期前的最少 3 日期間內及在該日期當日，賣方 ——
 - (a) 須提供載有第 (2) 款所指明的資料的文件的印本，供公眾免費領取；及
 - (b) 須按照第 (3) 款，在其為施行本部而就發展項目指定的互聯網網站，提供第 (2) 款所指明的資料供閱覽。
- (2) 現為施行第 (1)(a) 及 (b) 款，指明以下資料 ——
 - (a) 將會於甚麼日期、時間及地點，將有關指明住宅物業提供出售；
 - (b) 將會在上述日期、時間及地點提供出售的發展項目中的指明住宅物業的數目；
 - (c) (b) 段所述的指明住宅物業的描述；
 - (d) 將會使用何種方法，決定有意購買該等指明住宅物業的每名人士可揀選其意欲購買的住宅物業的優先次序；

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

Division 6—Sales Arrangements and Other Information

47. Sales arrangements to be made available on website

- (1) During a period of at least 3 days immediately before a date of the sale mentioned in section 14(1), and on such a date, the vendor—
 - (a) must make hard copies of a document containing the information specified in subsection (2) available for collection by the general public free of charge; and
 - (b) must, in accordance with subsection (3), make the information specified in subsection (2) available for inspection on the website designated by the vendor for the development for the purposes of this Part.
- (2) The following information is specified for the purposes of subsection (1)(a) and (b)—
 - (a) the date and time when, and the place where, the specified residential property will be offered to be sold;

2-69

第2部 —— 第6分部

第621章

第48條

- (e) 在有2人或多於2人有意購買同一個指明住宅物業的情況下，將會使用何種方法決定每名該等人士可購買該物業的優先次序。
- (3) 為施行第(1)(b)款，上述資料公布的方式，須對瀏覽有關互聯網網站的人是合理地可見的。
- (4) 在根據第(2)(a)款公布的日期及時間之前，不得出售或提供出售指明住宅物業。
- (5) 如第(1)或(4)款遭違反，賣方即屬犯罪，可處罰款\$500,000。

48. 圖則及文件須供公眾閱覽

- (1) 在第14(1)條所述的出售的日期當日，賣方須在售樓處提供以下項目，供公眾免費閱覽——
 - (a) 以下關乎發展項目的圖則的其中之一的一份文本——

Part 2—Division 6

Section 48

2-70

Cap. 621

- (b) the number of specified residential properties in the development that will be offered to be sold on that date, and at that time and place;
- (c) a description of the specified residential properties mentioned in paragraph (b);
- (d) the method to be used to determine the order of priority in which each of the persons interested in purchasing any of those specified residential properties may select the residential property that the person wishes to purchase;
- (e) the method to be used, in any case where 2 or more persons are interested in purchasing a particular specified residential property, to determine the order of priority in which each of those persons may proceed with the purchase.
- (3) For the purposes of subsection (1)(b), the information must be published in such a manner that the information is reasonably visible to any person browsing the website.
- (4) The specified residential property must not be sold, or offered to be sold, before the date and time published under subsection (2)(a).
- (5) If subsection (1) or (4) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.

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

- (1) On a date of the sale mentioned in section 14(1), the vendor must make the following available for inspection by the general public free of charge at the place where the sale is to take place—
 - (a) a copy of either of the following plans relating to the development—

2-71
第 621 章

第 2 部 —— 第 6 分部
第 48 條

- (i) 根據《城市規劃條例》(第 131 章)擬備的分區計劃大綱圖或發展審批地區圖(不論是草圖或是已核准的版本)；
- (ii) 憑藉《市區重建局條例》(第 563 章)第 25(7) 條而被當作是由城市規劃委員會為施行《城市規劃條例》(第 131 章)而擬備的草圖的圖則；
- (b) 發展項目的經批准的建築圖則的一份文本；
- (c) 以下文件的文本 ——
 - (i) (就未落成發展項目而言)指明住宅物業的每份公契在該日期的最新擬稿；或
 - (ii) (就已落成發展項目而言)以下兩項或其中一項(視何者適用而定) ——
 - (A) 指明住宅物業的每份已簽立的公契；
 - (B) 指明住宅物業的每份公契在該日期的最新擬稿；
- (d) 批地文件的一份文本；
- (e) 發展項目的售樓說明書所載的該項目的鳥瞰照片。
- (2) 為施行第 (1)(e) 款，鳥瞰照片 ——
 - (a) 的比例須界乎 1:700 至 1:800；及
 - (b) 無須符合附表 1 第 7(3)(a) 條的規定。
- (3) 第 (1)(b) 款不適用於指明新界發展項目。
- (4) 如第 (1) 款遭違反，賣方即屬犯罪，可處第 6 級罰款。

Part 2—Division 6
Section 48

2-72
Cap. 621

- (i) the outline zoning plan or development permission area plan, whether in draft or approved form, that is prepared under the Town Planning Ordinance (Cap. 131);
- (ii) a plan that, by virtue of section 25(7) of the Urban Renewal Authority Ordinance (Cap. 563), is deemed to be a draft plan prepared by the Town Planning Board for the purposes of the Town Planning Ordinance (Cap. 131);
- (b) a copy of the approved building plans for the development;
- (c) a copy of—
 - (i) for an uncompleted development, the latest draft of every deed of mutual covenant in respect of the specified residential property as at that date; or
 - (ii) for a completed development, either or both of the following as applicable—
 - (A) every deed of mutual covenant in respect of the specified residential property that has been executed;
 - (B) the latest draft of every deed of mutual covenant in respect of the specified residential property as at that date;
- (d) a copy of the land grant;
- (e) the aerial photograph of the development as set out in the sales brochure for the development.
- (2) For the purposes of subsection (1)(e), the aerial photograph—
 - (a) must be at a scale within the range of 1:700 to 1:800; and

49. 公契及鳥瞰照片須在互聯網網站供閱覽

- (1) 在第 14(1) 條所述的出售的日期當日，賣方須在其為施行本部而就發展項目指定的互聯網網站，提供以下資料供閱覽——
 - (a) 以下文件的文本——
 - (i) (就未落成發展項目而言) 指明住宅物業的每份公契在該日期的最新擬稿；或
 - (ii) (就已落成發展項目而言) 以下兩項或其中一項 (視何者適用而定)——
 - (A) 指明住宅物業的每份已簽立的公契；
 - (B) 指明住宅物業的每份公契在該日期的最新擬稿；
 - (b) 該項目的售樓說明書所載的該項目的鳥瞰照片。
- (2) 為施行第 (1)(b) 款，鳥瞰照片無須符合附表 1 第 7(3)(a) 條的規定。
- (3) 如第 (1) 款遭違反，賣方即屬犯罪，可處第 6 級罰款。

- (b) is not required to comply with section 7(3)(a) of Schedule 1.
- (3) Subsection (1)(b) does not apply in the case of a specified NT development.
- (4) If subsection (1) is contravened, the vendor commits an offence and is liable to a fine at level 6.

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

- (1) On a date of the sale mentioned in section 14(1), the vendor must make the following available for inspection on the website designated by the vendor for the development for the purposes of this Part—
 - (a) a copy of—
 - (i) for an uncompleted development, the latest draft of every deed of mutual covenant in respect of the specified residential property as at that date; or
 - (ii) for a completed development, either or both of the following as applicable—
 - (A) every deed of mutual covenant in respect of the specified residential property that has been executed;
 - (B) the latest draft of every deed of mutual covenant in respect of the specified residential property as at that date;
 - (b) the aerial photograph of the development as set out in the sales brochure for the development.
- (2) For the purposes of subsection (1)(b), the aerial photograph is not required to comply with section 7(3)(a) of Schedule 1.
- (3) If subsection (1) is contravened, the vendor commits an offence and is liable to a fine at level 6.

50. 指明住宅物業的樓面平面圖

- (1) 如賣方提供指明住宅物業的樓面平面圖供公眾領取或閱覽——
 - (a) 該圖的比例須在該圖上註明；及
 - (b) 該圖須顯示該圖上顯示的家具（如有的話）的尺寸。
- (2) 第 (1) 款不適用於在售樓說明書中提供的指明住宅物業的樓面平面圖。
- (3) 如第 (1) 款遭違反，賣方即屬犯罪，可處第 6 級罰款。

51. 第 47 至 49 條如何適用於分期發展項目

- (1) 如有關發展項目分為 2 期或多於 2 期——
 - (a) 第 47 條適用，猶如該條中提述該項目，是提述有關指明住宅物業所屬的期數；及
 - (b) 第 48 及 49 條適用，猶如——
 - (i) 第 48(1)(c)(i) 及 49(1)(a)(i) 條中提述未落成發展項目之處，是提述未落成期數；
 - (ii) 第 48(1)(c)(ii) 及 49(1)(a)(ii) 條中提述已落成發展項目之處，是提述已落成期數；及
 - (iii) 除第 (2) 款另有規定外，第 48 及 49 條中提述該項目之處，是提述有關指明住宅物業所屬的期數。
- (2) 第 (1)(b)(iii) 款不適用於第 48(1)(a) 條中提述發展項目之處。

50. Floor plan of specified residential property

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

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

- (1) If the development is divided into 2 or more phases—
 - (a) section 47 applies as if a reference in that section to the development were a reference to the phase of which the specified residential property forms part; and
 - (b) sections 48 and 49 apply as if—
 - (i) a reference in sections 48(1)(c)(i) and 49(1)(a)(i) to an uncompleted development were a reference to an uncompleted phase;
 - (ii) a reference in sections 48(1)(c)(ii) and 49(1)(a)(ii) to a completed development were a reference to a completed phase; and
 - (iii) subject to subsection (2), a reference in sections 48 and 49 to the development were a reference to the phase of which the specified residential property forms part.

第 7 分部 —— 臨時合約及合約**52. 訂立臨時合約時的訂金**

- (1) 在某人就指明住宅物業與擁有人訂立臨時買賣合約時，該人須向擁有人支付售價的 5% 的臨時訂金。
- (2) 如第 (1) 款與臨時買賣合約的任何條文有所衝突或有抵觸之處，則在該等衝突或抵觸的範圍內，第 (1) 款凌駕於該條文。
- (3) 局長可藉於憲報刊登的公告，修訂第 (1) 款，方式是以另一百分率取代該款所指明的百分率。

53. 簽立買賣合約

- (1) 如某人就指明住宅物業與擁有人訂立臨時買賣合約，則本條適用。
- (2) 如某人於某日期訂立臨時買賣合約，並於該日期後的 5 個工作日內，就有關指明住宅物業簽立買賣合約，則擁有人必須在該日期後的 8 個工作日內，簽立該買賣合約。
- (3) 如某人於某日期訂立臨時買賣合約，但沒有於該日期後的 5 個工作日內，就有關指明住宅物業簽立買賣合約，則 ——
 - (a) 該臨時合約即告終止；
 - (b) 有關的臨時訂金即予沒收；及
 - (c) 擁有人不得就該人沒有簽立買賣合約而針對該人提出進一步申索。

- (2) Subsection (1)(b)(iii) does not apply to a reference in section 48(1)(a) to the development.

Division 7—Preliminary Agreement and Agreement**52. Deposit on entering into preliminary agreement**

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

53. Execution of agreement for sale and purchase

- (1) This section applies if a person enters into a preliminary agreement for sale and purchase with the owner in respect of the specified residential property.
- (2) If a person executes an agreement for sale and purchase in respect of the residential property within 5 working days after the date on which the person enters into the preliminary agreement for sale and purchase, the owner must execute the agreement for sale and purchase within 8 working days after that date.
- (3) If a person does not execute an agreement for sale and purchase in respect of the residential property within 5 working days after the date on which the person enters into the preliminary agreement for sale and purchase—

2-79

第 621 章

第 2 部 —— 第 7 分部

第 54 條

- (4) 為施行第 (3)(c) 款，擁有人根據普通法規則或衡平法原則就有關的人沒有簽立買賣合約而針對該人提出進一步申索的權利，現予廢止。
- (5) 如第 (2) 款遭違反，擁有人即屬犯罪，可處罰款 \$1,000,000。

54. 擁有人不得訂立沒有某些條文的臨時合約

除非臨時買賣合約載有附表 4 所列的條文，並 ——

- (a) 按照該等條文中以斜體字印刷所指明的指示填上額外資料；及
- (b) 按照該等條文中所指明的，以星號 (*) 標記的指示作出刪除，

否則擁有人不得就指明住宅物業與任何人訂立該臨時合約。

55. 擁有人不得訂立沒有某些條文的合約

(1) 本條適用於 ——

- (a) (凡有臨時買賣合約就指明住宅物業訂立) 就該住宅物業訂立的買賣合約；或
- (b) (凡沒有臨時買賣合約就指明住宅物業訂立) 就該指明住宅物業訂立的買賣合約。

(2) 除非有關買賣合約載有附表 5、6 或 7(按照第 (3) 款而適用者) 所列的條文，並 ——

Part 2—Division 7

Section 54

2-80

Cap. 621

- (a) the preliminary agreement is terminated;
- (b) the preliminary deposit is forfeited; and
- (c) the owner does not have any further claim against the person for the failure.
- (4) For the purposes of subsection (3)(c), any right of the owner under common law rules or equitable principles to make further claims against the person for the failure is abrogated.
- (5) If subsection (2) is contravened, the owner commits an offence and is liable to a fine of \$1,000,000.

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

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

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

55. Owner must not enter into agreement without certain provisions

(1) This section applies to—

- (a) where a preliminary agreement for sale and purchase has been entered into in respect of the specified residential property, an agreement for sale and purchase in respect of the residential property; or

2-81
第 621 章

第 2 部 —— 第 7 分部
第 55 條

- (a) 按照該等條文中以斜體字印刷所指明的指示填上額外資料；及
- (b) 按照該等條文中所指明的，以星號 (*)、伽馬 (γ)、貝他 (β)、系他 (θ)、派 (π)、西格馬 (Σ)、歐米伽 (Ω) 或普西 (Ψ) 標記的指示作出刪除，
- 否則擁有人不得與任何人訂立該合約。
- (3) 為施行第 (2) 款，有關買賣合約 ——
- (a) 在以下其中一個情況下，須載有附表 5 所列的條文 ——
- (i) 有關發展項目屬未落成發展項目；
- (ii) 就分為 2 期或多於 2 期的發展項目而言，有關住宅物業所屬的期數是未落成期數；
- (b) 在以下其中一個情況下，須載有附表 6 所列的條文 ——
- (i) 有關發展項目屬尚待符合條件的已落成發展項目；
- (ii) 就分為 2 期或多於 2 期的發展項目而言，有關住宅物業所屬的期數是尚待符合條件的已落成期數；或
- (c) 在以下其中一個情況下，須載有附表 7 所列的條文 ——
- (i) 有關發展項目屬已落成發展項目，但不屬尚待符合條件的已落成發展項目；
- (ii) 就分為 2 期或多於 2 期的發展項目而言，有關住宅物業所屬的期數是已落成期數，但不屬尚待符合條件的已落成期數。

Part 2—Division 7
Section 55

2-82
Cap. 621

- (b) where no preliminary agreement for sale and purchase has been entered into in respect of the specified residential property, an agreement for sale and purchase in respect of the specified residential property.
- (2) The owner must not enter into the agreement for sale and purchase with any person unless that agreement contains the provisions set out in Schedule 5, 6 or 7 (as applicable in accordance with subsection (3))—
- (a) with additional information inserted in accordance with the instructions specified in those provisions as printed in italics; and
- (b) with deletions made in accordance with the instructions specified in those provisions as marked with an asterisk (*), a gamma (γ), a beta (β), a theta (θ), a pi (π), a sigma (Σ), an omega (Ω) or a psi (Ψ).
- (3) For the purposes of subsection (2), the agreement for sale and purchase—
- (a) must contain the provisions set out in Schedule 5 in either of the following situations—
- (i) the development is an uncompleted development;
- (ii) for a development divided into 2 or more phases, the phase of which the residential property forms part is an uncompleted phase;
- (b) must contain the provisions set out in Schedule 6 in either of the following situations—
- (i) the development is a completed development pending compliance;
- (ii) for a development divided into 2 or more phases, the phase of which the residential property forms part is a completed phase pending compliance; or

56. 第 54 及 55 條的補充條文

- (1) 就第 54 及 55 條而言，如有以下情況，臨時買賣合約或買賣合約須視為已載有附表 4、5、6 或 7(視何者適用而定) 所列的條文——
 - (a) 該合約採用英文，並載有該附表第 1 部所列的條文；
 - (b) 該合約採用中文，並載有該附表第 2 部所列的條文；或
 - (c) 該合約採用英文及中文，並載有該附表第 1 及 2 部所列的條文。
- (2) 凡臨時買賣合約或買賣合約遵照第 54 或 55(2) 條的規定而載有附表 4、5、6 或 7 所列的條文，則該條文凌駕於該合約中抵觸該條文的任何其他條文。

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

56. Provision supplementary to sections 54 and 55

- (1) For the purposes of sections 54 and 55, a preliminary agreement for sale and purchase, or an agreement for sale and purchase, is to be regarded as having contained the provisions set out in Schedule 4, 5, 6 or 7 (as applicable) if—
 - (a) in the case of a preliminary agreement for sale and purchase, or an agreement for sale and purchase, in English, the preliminary agreement or the agreement contains the provisions set out in Part 1 of that Schedule;
 - (b) in the case of a preliminary agreement for sale and purchase, or an agreement for sale and purchase, in Chinese, the preliminary agreement or the agreement contains the provisions set out in Part 2 of that Schedule; or
 - (c) in the case of a preliminary agreement for sale and purchase, or an agreement for sale and purchase, in English and Chinese, the preliminary agreement or the agreement contains the provisions set out in Parts 1 and 2 of that Schedule.
- (2) Where a preliminary agreement for sale and purchase, or an agreement for sale and purchase, contains a provision set out in Schedule 4, 5, 6 or 7 in compliance with section 54 or

2-85
第 621 章

第 2 部 —— 第 8 分部
第 58 條

Part 2—Division 8
Section 58

2-86
Cap. 621

55(2), the provision prevails over any other provision of the preliminary agreement or the agreement that is inconsistent with it.

57. 關乎第 54 及 55 條的罪行

- (1) 如第 54 或 55(2) 條遭違反，擁有人即屬犯罪，可處罰款 \$500,000。
- (2) 第 54 或 55(2) 條不得僅因以下理由而視為遭違反 ——
 - (a) 在附表 4、5、6 或 7 所列的條文納入臨時買賣合約或買賣合約時 ——
 - (i) 該條文被編為該臨時合約或合約的附表；或
 - (ii) 該條文的條文編號被重新編排；或
 - (b) 在該臨時合約或合約中的另一條條文對該條文作出相互參照時，亦據此作出修改。
- (3) 在第 52(2) 條的規限下，第 54 或 55(2) 條遭違反，並不影響臨時買賣合約或買賣合約的有效性或可強制執行性。

57. Offences relating to sections 54 and 55

- (1) If section 54 or 55(2) is contravened, the owner commits an offence and is liable to a fine of \$500,000.
- (2) Section 54 or 55(2) is not to be regarded as having been contravened only because—
 - (a) when a provision set out in Schedule 4, 5, 6 or 7 is incorporated into a preliminary agreement for sale and purchase or an agreement for sale and purchase—
 - (i) the provision has been assigned as a schedule to that preliminary agreement or that agreement; or
 - (ii) the clause number of the provision has been reassigned; or
 - (b) a cross reference to that provision in another provision in that preliminary agreement or that agreement has been revised accordingly.
- (3) Subject to section 52(2), a contravention of section 54 or 55(2) does not affect the validity or enforceability of the preliminary agreement for sale and purchase or the agreement for sale and purchase.

第 8 分部 —— 成交紀錄冊

Division 8—Register of Transactions

58. 賣方須備存成交紀錄冊

- (1) 在第 (2) 款的規限下，賣方須為施行第 60 條而為發展項目備存一份 (單一份) 成交紀錄冊。
- (2) 如發展項目分為 2 期或多於 2 期，賣方須為施行第 60 條而為每一期備存一份 (單一份) 成交紀錄冊。

58. Register of Transactions to be kept by vendor

- (1) Subject to subsection (2), the vendor must keep for the purposes of section 60 one (and only one) register of transactions for the development.

- (3) 如第 (1) 或 (2) 款遭違反，賣方即屬犯罪，可處罰款 \$500,000。

59. 成交紀錄冊的內容及記項

- (1) 發展項目的成交紀錄冊須以監督指明的格式，就該項目中每一在須根據第 58(1) 條備存紀錄冊的首日屬指明住宅物業的物業，列出以下資料——
 - (a) 該物業的描述；
 - (b) 根據單一份臨時買賣合約或買賣合約與該物業一併出售的停車位的描述；
 - (c) 第 (2)(a) 款適用的臨時買賣合約的日期；
 - (d) 第 (2)(b) 或 (3) 款適用的買賣合約的日期；
 - (e) (c) 段所述的臨時合約或 (d) 段所述的合約之下的成交價；
 - (f) 根據第 35(2) 條對該售價作出修改的細節及日期；
 - (g) 支付條款 (包括售價的任何折扣，及就該項購買而連帶提供的贈品、財務優惠或利益)；
 - (h) 第 (2)(b) 或 (3) 款適用的買賣合約的終止日期；
 - (i) (c) 段所述的臨時合約或 (d) 段所述的合約之下的買方是否賣方的有關連人士。
- (2) 如擁有人就發展項目中的指明住宅物業與另一人訂立臨時買賣合約——
 - (a) 賣方須在擁有人訂立該臨時合約之後的 24 小時之內，將以下詳情記入該項目的成交紀錄冊——
 - (i) 該物業的描述；

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

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

- (1) The Register of Transactions for the development must, in relation to each residential property in the development that is a specified residential property on the first day on which the Register is required to be kept under section 58(1), set out the following information in the form specified by the Authority—
 - (a) a description of the residential property;
 - (b) a description of the parking space that is sold together with the residential property under one single preliminary agreement for sale and purchase or agreement for sale and purchase;
 - (c) the date of any preliminary agreement for sale and purchase to which subsection (2)(a) applies;
 - (d) the date of any agreement for sale and purchase to which subsection (2)(b) or (3) applies;
 - (e) the price of any transaction under the preliminary agreement mentioned in paragraph (c) or under the agreement mentioned in paragraph (d);
 - (f) the details and date of any revision of that price under section 35(2);
 - (g) the terms of payment (including any discount on the price, and any gift, or any financial advantage or benefit, made available in connection with the purchase);

- (ii) 根據該臨時合約與該物業一併出售的停車位的描述；
- (iii) 該臨時合約的日期；
- (iv) 該成交價；
- (v) 支付條款（包括售價的任何折扣，及就該項購買而連帶提供的贈品、財務優惠或利益）；
- (vi) 該人是否賣方的有關連人士；
- (b) 在擁有人就住宅物業與該另一人訂立買賣合約的日期之後的 1 個工作日之內，賣方 ——
 - (i) 須將該合約的日期記入該項目的成交紀錄冊；及
 - (ii) （如 (a)(vi) 段所述的交易詳情有任何改變）須修改成交紀錄冊的記項；及
- (c) 凡該另一人沒有在簽訂臨時買賣合約的日期之後的 5 個工作日之內，就有關住宅物業與擁有人簽訂買賣合約，則賣方須在該日期之後的第 6 個工作日，在該項目的成交紀錄冊中，就該物業顯示該事實。
- (3) 在擁有人就發展項目中的指明住宅物業訂立買賣合約（而該物業沒有臨時買賣合約為之訂立）的日期的 1 個工作日之內，賣方須將以下詳情記入該項目的成交紀錄冊 ——
 - (a) 該物業的描述；
 - (b) 根據該合約與該物業一併出售的停車位的描述；
 - (c) 該合約的日期；
 - (d) 該成交價；
 - (e) 支付條款（包括售價的任何折扣，及就該項購買而連帶提供的贈品、財務優惠或利益）；
 - (f) 該人是否賣方的有關連人士。

- (h) the date on which any agreement for sale and purchase to which subsection (2)(b) or (3) applies is terminated;
- (i) whether the purchaser under the preliminary agreement mentioned in paragraph (c) or under the agreement mentioned in paragraph (d) is or is not a related party to the vendor.
- (2) If the owner enters into a preliminary agreement for sale and purchase with another person in respect of a specified residential property in the development—
 - (a) the vendor must, within 24 hours after the owner enters into the preliminary agreement, enter in the Register of Transactions for the development the following particulars—
 - (i) a description of the residential property;
 - (ii) a description of the parking space that is sold together with the residential property under that preliminary agreement;
 - (iii) the date of that preliminary agreement;
 - (iv) the price of the transaction;
 - (v) the terms of payment (including any discount on the price, and any gift, or any financial advantage or benefit, made available in connection with the purchase);
 - (vi) whether the person is or is not a related party to the vendor;
 - (b) within 1 working day after the date on which the owner enters into an agreement for sale and purchase with that other person in respect of the residential property, the vendor—
 - (i) must enter the date of that agreement in the Register of Transactions for the development; and

2-91
第 621 章

第 2 部 —— 第 8 分部
第 59 條

- (4) 在住宅物業的售價根據第 35(2) 條修改的日期之後的 1 個工作日之內，賣方須將有關細節及該日期記入該項目的成交紀錄冊。
- (5) 如第 (2)(b) 或 (3) 款適用的買賣合約於某日期遭終止，賣方須在該日期之後的 1 個工作日之內，將該日期記入該項目的成交紀錄冊。
- (6) 如第 (1)、(2)、(3)、(4) 或 (5) 款遭違反，賣方即屬犯罪，可處罰款 \$500,000。
- (7) 在本條中，如有以下情況，某人即屬賣方的有關連人士 ——
 - (a) 該賣方屬法團，而該人是 ——
 - (i) 該賣方的董事，或該董事的父母、配偶或子女；
 - (ii) 該賣方的經理；
 - (iii) 上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
 - (iv) 該賣方的有聯繫法團或控權公司；
 - (v) 上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或
 - (vi) 上述有聯繫法團或控權公司的經理；
 - (b) 該賣方屬個人，而該人是 ——
 - (i) 該賣方的父母、配偶或子女；或
 - (ii) 上述父母、配偶或子女屬其董事或股東的私人公司；或
 - (c) 該賣方屬合夥，而該人是 ——
 - (i) 該賣方的合夥人，或該合夥人的父母、配偶或子女；或
 - (ii) 其董事或股東為上述合夥人、父母、配偶或子女的私人公司。
- (8) 在本條中 ——

Part 2—Division 8
Section 59

2-92
Cap. 621

- (ii) if there is any change in the particulars of the transaction mentioned in paragraph (a)(vi), must revise the entry in the Register of Transactions; and
 - (c) where that other person has not entered into an agreement for sale and purchase with the owner in respect of the residential property within 5 working days after the date on which the preliminary agreement is entered into, the vendor must, on the 6th working day after that date, indicate that fact in the Register of Transactions for the development in relation to the residential property.
- (3) Within 1 working day after the date on which the owner enters into an agreement for sale and purchase in respect of a specified residential property in the development (for which property no preliminary agreement for sale and purchase has been entered into), the vendor must enter in the Register of Transactions for the development the following particulars—
 - (a) a description of the residential property;
 - (b) a description of the parking space that is sold together with the residential property under that agreement;
 - (c) the date of that agreement;
 - (d) the price of the transaction;
 - (e) the terms of payment (including any discount on the price, and any gift, or any financial advantage or benefit, made available in connection with the purchase);
 - (f) whether the person is or is not a related party to the vendor.
- (4) Within 1 working day after the date on which the price of a residential property is revised under section 35(2), the vendor must enter the details and that date in the Register of Transactions for the development.

私人公司 (private company) 具有《公司條例》(第622章)第11條給予該詞的涵義；(由2012年第28號第912及920條及2013年第162號法律公告修訂)

經理 (manager) 具有《公司條例》(第622章)第2(1)條給予該詞的涵義。(由2012年第28號第912及920條及2013年第162號法律公告修訂)

(9) 本條只適用於已根據第60條供閱覽的成交紀錄冊。

- (5) If an agreement for sale and purchase to which subsection (2)(b) or (3) applies is terminated, the vendor must, within 1 working day after the date of termination, enter that date in the Register of Transactions for the development.
- (6) If subsection (1), (2), (3), (4) or (5) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.
- (7) In this section, a person is a related party to a vendor if—
 - (a) where that vendor is a corporation, the person is—
 - (i) a director of that vendor, or a parent, spouse or child of such a director;
 - (ii) a manager of that vendor;
 - (iii) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
 - (iv) an associate corporation or holding company of that vendor;
 - (v) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
 - (vi) a manager of such an associate corporation or holding company;
 - (b) where that vendor is an individual, the person is—
 - (i) a parent, spouse or child of that vendor; or
 - (ii) a private company of which such a parent, spouse or child is a director or shareholder; or
 - (c) where that vendor is a partnership, the person is—
 - (i) a partner of that vendor, or a parent, spouse or child of such a partner; or

60. 成交紀錄冊須供公眾閱覽

- (1) 在第 14(1) 條所述的出售的日期當日，賣方須在售樓處提供發展項目的成交紀錄冊，供公眾免費閱覽。
- (2) 在第 (3) 款指明的期間內，賣方須在為施行本部而就發展項目指定的互聯網網站，提供有關成交紀錄冊的電子版本供閱覽。
- (3) 上述期間於有關成交紀錄冊首度根據第 (1) 款提供的日期開始，並於根據第 59(1) 條適用的每一住宅物業的首份轉讓契均已於土地註冊處註冊的首日完結。
- (4) 賣方在根據第 59(2)、(3)、(4) 或 (5) 條在發展項目的成交紀錄冊記入記項後，須在切實可行範圍內，盡快為根據第 89(1) 條設立的電子資料庫的目的，提供該成交紀錄冊的電子版本予——
 - (a) 根據第 89(2) 條獲得轉授權力設立和備存該資料庫的人士或公職人員 (如有的話)；
 - (b) (如沒有人士或公職人員獲如此轉授權力) 監督。
- (5) 如第 (1) 款遭違反，賣方即屬犯罪，可處罰款 \$500,000。
- (6) 如第 (2) 或 (4) 款遭違反，賣方即屬犯罪，可處第 6 級罰款。

- (ii) a private company of which such a partner, parent, spouse, child is a director or shareholder.

(8) In this section—

manager (經理) has the meaning given by section 2(1) of the Companies Ordinance (Cap. 622); (*Amended 28 of 2012 ss. 912 & 920 and L.N. 162 of 2013*)

private company (私人公司) has the meaning given by section 11 of the Companies Ordinance (Cap. 622). (*Amended 28 of 2012 ss. 912 & 920 and L.N. 162 of 2013*)

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

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

- (1) On a date of the sale mentioned in section 14(1), the vendor must make the Register of Transactions for the development available for inspection by the general public free of charge at the place where the sale is to take place.
- (2) During the period specified in subsection (3), the vendor must make an electronic copy of the Register of Transactions available for inspection on the website designated by the vendor for the development for the purposes of this Part.
- (3) The period is one that begins on the date on which the Register of Transactions is first made available under subsection (1) and ends on the first day on which the first assignment of each residential property in relation to which section 59(1) applies has been registered in the Land Registry.
- (4) As soon as practicable after the vendor has made an entry into the Register of Transactions for the development under section 59(2), (3), (4) or (5), the vendor must provide an electronic copy of that Register of Transactions to the following for the purpose of the electronic database established under section 89(1)—

61. 成交紀錄冊的目的

發展項目的成交紀錄冊的目的是向公眾人士提供列於紀錄冊的關於該項目的交易資料，以使公眾人士了解香港的住宅物業市場狀況。

62. 第 59 及 60 條如何適用於分期發展項目

如有關發展項目分為 2 期或多於 2 期，第 59 及 60 條適用於有關住宅物業所屬的期數的成交紀錄冊，猶如該等條文中提述該項目，是提述該期。

第 9 分部 —— 例外情況及附加規定**63. 例外情況：發展項目或某期中的所有住宅物業根據單一份合約出售等**

- (1) 在第 (2)、(3) 及 (4) 款指明的 3 種情況的任何一種情況之中，第 2、3、4、5、6 及 7 分部不適用。
- (2) 第一種情況是：在一個包含一幢或多於一幢多單位建築物但不包含獨立屋的發展項目中，一幢多單位建築物中的所有住宅物業（屬指明住宅物業者）——

- (a) if a public officer or person is delegated under section 89(2) with the power to establish and maintain that database, the public officer or person;
 - (b) if no public officer or person is so delegated, the Authority.
- (5) If subsection (1) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.
- (6) If subsection (2) or (4) is contravened, the vendor commits an offence and is liable to a fine at level 6.

61. Purpose of Register of Transactions

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

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

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

Division 9—Exceptions and Additional Requirements**63. Exception: all residential properties in development or phase sold under single agreement etc.**

- (1) Divisions 2, 3, 4, 5, 6 and 7 do not apply in any of the 3 situations specified in subsections (2), (3) and (4).
- (2) The first situation is that all the residential properties in a multi-unit building in a development consisting of one or

- (a) 由擁有人根據單一份臨時買賣合約或買賣合約售予同一人；或
- (b) 由擁有人要約出售予任何其他人，而出售的條件是該等物業只會根據單一份臨時買賣合約或買賣合約售予同一人。
- (3) 第二種情況是：在一個包含獨立屋但不包含多單位建築物的發展項目中，該項目中的所有住宅物業（屬指明住宅物業者）——
 - (a) 由擁有人根據單一份臨時買賣合約或買賣合約售予同一人；或
 - (b) 由擁有人要約出售予任何其他人，而出售的條件是該等物業只會根據單一份臨時買賣合約或買賣合約售予同一人。
- (4) 第三種情況是：第 (5)(a) 或 (b) 款所指明的住宅物業的其一或兩者 ——
 - (a) 由擁有人根據單一份臨時買賣合約或買賣合約售予同一人；或
 - (b) 由擁有人要約出售予任何其他人，而出售的條件是該等物業只會根據單一份臨時買賣合約或買賣合約售予同一人。
- (5) 為施行第 (4) 款而指明的住宅物業如下 ——
 - (a) 在一個包含一幢或多於一幢多單位建築物及獨立屋（屬指明住宅物業者）的發展項目中的一幢多單位建築物內的所有住宅物業；
 - (b) 在上述項目中的獨立屋（屬指明住宅物業者）中的所有住宅物業。
- (6) 在上述第一種、第二種或第三種情況中，有關住宅物業連同（或被要約連同）發展項目中其他物業一同出售一事，並不相干。第 (1) 款的施行並不使第 2、3、4、5、6 及 7 分部不適用於該等其他物業。

more multi-unit buildings but not houses (being specified residential properties)—

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

2-101
第 621 章

第 2 部 —— 第 9 分部
第 64 條

- (7) 如發展項目分為 2 期或多於 2 期，本條中提述該項目，即提述該項目的某一期。

64. 例外情況：物業售予或要約出售予有聯繫實體

在以下情況中，第 2、3、4、5、6 及 7 分部不適用 ——

- (a) 指明住宅物業由法團或指明團體售予或要約出售予有聯繫法團或該法團或指明團體的控權公司；或
- (b) 指明住宅物業由個人售予或要約出售予其家人。

65. 例外情況：房屋委員會興建的發展項目

如發展項目由房屋委員會興建，第 2、3、4、5、6、7 及 8 分部不適用。

Part 2—Division 9
Section 64

2-102
Cap. 621

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

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

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

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

65. Exception: development constructed by Housing Authority

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

66. 例外情況及附加規定：售予或要約出售予已入住租客的物業
- (1) 在第 (2) 款指明的情況中，第 3、4、5 及 6 分部不適用。
 - (2) 有關情況是：指明住宅物業由擁有人售予或要約出售予符合以下說明的任何其他人——
 - (a) 根據租約（政府租契除外）持有該物業的人；及
 - (b) 在出售或要約出售（視屬何情況而定）該物業的日期當日，已如此持有該物業不少於一年。
 - (3) 如上述的另一人以書面同意第 2 分部不適用，則在第 (2) 款指明的情況中，第 2 分部不適用。
 - (4) 在第 (2) 款指明的情況中，賣方須在向上述的另一人要約出售有關物業後，在切實可行範圍內，盡快向該另一人提供單一份在之前的 3 個月內印製的文件（**賣方資料表格**）。
 - (5) 賣方資料表格須列出附表 8 所規定的資料。
 - (6) 賣方資料表格須註明該文件的印製日期。
 - (7) 賣方資料表格所列的資料，須準確反映該表格的印製日期的情況。
 - (8) 如第 (4)、(5)、(6) 或 (7) 款遭違反，賣方即屬犯罪，可處罰款 \$500,000。

66. **Exception and additional requirement: property sold or offered to be sold to sitting tenant**
- (1) Divisions 3, 4, 5 and 6 do not apply in the situation specified in subsection (2).
 - (2) The situation is that the specified residential property is sold by the owner, or is offered by the owner to be sold, to any other person—
 - (a) who holds that property under a tenancy (other than a Government lease); and
 - (b) who, as at the date of that property being sold or offered to be sold (as the case may be), has so held that property for a continuous period of at least one year.
 - (3) Division 2 does not apply in the situation specified in subsection (2) if that other person agrees in writing that the Division does not apply.
 - (4) In the situation specified in subsection (2), the vendor must, as soon as practicable after the property is offered to be sold to that other person, provide that other person with a single document (**vendor's information form**) printed within the previous 3 months.
 - (5) The vendor's information form must set out the information required by Schedule 8.
 - (6) The vendor's information form must state the date on which the document is printed.
 - (7) The information set out in the vendor's information form must be accurate as at the date on which that form is printed.
 - (8) If subsection (4), (5), (6) or (7) is contravened, the vendor commits an offence and is liable to a fine of \$500,000.

2-105
第 621 章

第 2 部 —— 第 9 分部
第 67 條

Part 2—Division 9
Section 67

2-106
Cap. 621

67. 例外情況：以拍賣或招標方式出售或如此出售的物業

如擁有人以拍賣或招標方式將指明住宅物業售予任何其他人，或如擁有人以拍賣或招標方式將指明住宅物業提供出售予任何其他人，第 3 分部不適用。

68. 附加規定：已落成發展項目中的指明住宅物業

- (1) 如擁有人要約將已落成發展項目中的指明住宅物業，或要約將發展項目的已落成期數中的指明住宅物業，售予某人，則賣方須在要約作出後，在切實可行範圍內，盡快向該人提供單一份在之前的 3 個月內印製的文件（**賣方資料表格**）。
- (2) 賣方資料表格須列出附表 8 所規定的資料。
- (3) 賣方資料表格須註明該文件的印製日期。
- (4) 賣方資料表格所列的資料，須準確反映該表格的印製日期的情況。
- (5) 第 (1)、(2)、(3) 及 (4) 款的規定，是憑藉第 2、3、5、6、7 或 8 分部而適用的任何其他規定以外的附加規定。
- (6) 如第 (1)、(2)、(3) 或 (4) 款遭違反，賣方即屬犯罪，可處罰款 \$500,000。

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

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

68. Additional requirement: specified residential property in completed development

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

第 3 部

指明住宅物業的廣告

69. 第 3 部的適用範圍

本部適用於本意是促銷任何指明住宅物業的廣告。

70. 廣告不得載有虛假或具誤導性的資料

- (1) 如 ——
 - (a) 任何人發布載有在要項上屬虛假或具誤導性的資料的廣告，或安排發布該廣告；而
 - (b) 該人知道該資料在該要項上屬虛假或具誤導性，或罔顧該資料在該要項上是否屬虛假或具誤導性，該人即屬犯罪。
- (2) 任何人犯第 (1) 款所訂罪行 ——
 - (a) 一經循公訴程序定罪，可處罰款 \$5,000,000 及監禁 7 年；或
 - (b) 一經循簡易程序定罪，可處罰款 \$1,000,000 及監禁 3 年。

71. 廣告的一般規定

- (1) 如廣告由賣方發布，或在賣方的同意下由另一人發布，該廣告須述明該事。
- (2) 如廣告本意是促銷未落成發展項目或尚待符合條件的已落成發展項目中的任何指明住宅物業，該廣告須述明盡賣方所知的該項目的預計關鍵日期。

Part 3

Advertisement of Specified Residential Property

69. Application of Part 3

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

70. Advertisement must not contain false or misleading information

- (1) A person commits an offence if—
 - (a) the person publishes an advertisement containing information that is false or misleading in a material particular or causes such an advertisement to be published; and
 - (b) the person knows that, or is reckless as to whether, the information is false or misleading in the material particular.
- (2) A person who commits an offence under subsection (1) is liable—
 - (a) on conviction on indictment to a fine of \$5,000,000 and to imprisonment for 7 years; or
 - (b) on summary conviction to a fine of \$1,000,000 and to imprisonment for 3 years.

71. General requirements for advertisement

- (1) If an advertisement is published by the vendor or by another person with the consent of the vendor, the advertisement must state that fact.
- (2) In the case of an advertisement purporting to promote the sale of any specified residential property in an uncompleted

3-3
第 621 章

第 3 部
第 72 條

- (3) 如廣告本意是推銷發展項目的未落成期數或尚待符合條件的已落成期數中的任何指明住宅物業——
- (a) 第 (2) 款不適用；及
- (b) 該廣告須述明盡賣方所知的該期的預計關鍵日期。
- (4) 除以指明住宅物業的實用面積計算者外，廣告不得提供該物業的面積或單位售價的資料。(由 2014 年第 18 號第 176 條修訂)
- (5) 如第 (1) 款遭違反，發布有關廣告或安排發布該廣告的人即屬犯罪，可處第 6 級罰款。
- (6) 如第 (2)、(3)(b) 或 (4) 款遭違反，發布有關廣告或安排發布該廣告的人即屬犯罪，可處罰款 \$500,000。
- (7) 在本條中——

單位售價 (unit price) 就任何指明住宅物業而言，包括——

- (a) 該物業的每平方呎售價；及
- (b) 該物業的每平方米售價。

72. 廣告須載有關於售樓說明書的聲明

- (1) 本條在以下情況下適用：發展項目的售樓說明書，或指明住宅物業所屬的期數的售樓說明書，在廣告發布之時，

Part 3
Section 72

3-4
Cap. 621

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

72. Advertisement must contain statement about sales brochure

- (1) This section applies if the sales brochure for the development, or the sales brochure for the phase of which the specified

- 已根據第 25(1) 條提供。
- (2) 由活動視覺影像組成的廣告 ——
- (a) 如純粹或主要採用英文，須載有第 (5) 款所指明的聲明；
- (b) 如純粹或主要採用中文，須載有第 (6) 款所指明的聲明；或
- (c) 如兼採用英文及中文而不符合 (a) 或 (b) 段所指，須載有第 (5) 及 (6) 款所指明的聲明。
- (3) 純粹由聲音廣播組成的廣告 ——
- (a) 如純粹或主要採用英文，須載有第 (5) 款所指明的聲明；或
- (b) 如純粹或主要採用廣東話、普通話或其他中國方言，須載有以該語文或方言講述的第 (6) 款所指明的聲明。
- (4) 任何其他廣告須載有一項告示，表示賣方建議準買方參閱有關售樓說明書，以了解發展項目或期數的資料。
- (5) 為施行第 (2)(a) 及 (c) 及 (3)(a) 款而指明的聲明是 ——
“Please refer to the sales brochure for details.”。
- (6) 為施行第 (2)(b) 及 (c) 及 (3)(b) 款而指明的聲明是 ——
“詳情請參閱售樓說明書。”。
- (7) 如第 (2)、(3) 或 (4) 款遭違反，發布有關廣告或安排發布該廣告的人即屬犯罪，可處第 6 級罰款。

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

73. 印製廣告的附加規定

- (1) 本條適用於 ——
- (a) 報章刊登的廣告；
 - (b) 採用展示海報、告示、標誌板、標籤、單張或實物形式的廣告；或
 - (c) 採用派發通函、冊子、目錄或任何其他材料的形式廣告。
- (2) 廣告須述明 ——
- (a) 第 (9) 款所指明的關乎發展項目的圖則所述的发展項目所位於的區域；
 - (b) 發展項目所位於的街道的名稱；及
 - (c) 由差餉物業估價署署長為識別發展項目的目的而編配的門牌號數。
- (3) 廣告須述明 ——
- (a) 賣方的姓名或名稱，如賣方屬法團，則亦須述明賣方的每間控股公司的名稱；
 - (b) 發展項目的認可人士的姓名或名稱，如該項目的認可人士以其專業身分擔任某商號或法團的經營人、董事或僱員，則亦須述明該商號或法團的名稱；
 - (c) 發展項目的承建商的名稱；
 - (d) 就發展項目中的住宅物業的出售而代表擁有人行事的律師事務所的名稱；
 - (e) 已為發展項目的建造提供貸款或已承諾為該項建造提供融資的認可機構的名稱；

- (7) If subsection (2), (3) or (4) is contravened, a person who publishes the advertisement, or causes the advertisement to be published, commits an offence and is liable to a fine at level 6.

73. Additional requirements for printed advertisement

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

3-9
第 621 章

第 3 部
第 73 條

- (f) 已為發展項目的建造提供貸款的任何其他人的姓名或名稱。
- (4) 如屬指明新界發展項目，廣告須述明——
- (a) 該項目的認可人士獲委任監管該項目的興建的期間；及
- (b) 該項目的承建商獲委任興建該項目的期間。
- (5) 廣告須述明由賣方或將會由賣方為施行第 2 部而就發展項目指定的互聯網網站的網址。
- (6) 廣告須述明其印製日期。
- (7) 如廣告載有圖畫、圖像、繪圖或素描，顯示發展項目或其周邊地區的畫家想像圖，該廣告須載有第 74 條所指明的聲明。
- (8) 就為施行第 (2)、(5) 或 (7) 款而載有於廣告內的聲明而言——
- (a) 如廣告面積不超過 1 039 平方厘米——
- (i) (如屬英文聲明) 其字母或數目字的大小，不得小於 10 點 “Times New Roman” 字體的相同的字母或數目字；或
- (ii) (如屬中文聲明) 其字或數目字的大小，不得小於 10 點新細明體的相同的字或數目字；
- (b) 如廣告面積超過 1 039 平方厘米但不超過 2 077 平方厘米——
- (i) (如屬英文聲明) 其字母或數目字的大小，不得小於 12 點 “Times New Roman” 字體的相同的字母或數目字；或
- (ii) (如屬中文聲明) 其字或數目字的大小，不得小於 12 點新細明體的相同的字或數目字；
- (c) 如廣告面積超過 2 077 平方厘米但不超過 4 155 平方厘米——

Part 3
Section 73

3-10
Cap. 621

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

3-11
第 621 章

第 3 部
第 73 條

- (i) (如屬英文聲明) 其字母或數目字的大小，不得小於 16 點 “Times New Roman” 字體的相同的字母或數目字；或
- (ii) (如屬中文聲明) 其字或數目字的大小，不得小於 16 點新細明體的相同的字或數目字；或
- (d) 如廣告面積超過 4 155 平方厘米，其字母、字及數目字最少須佔該廣告的面積的 3%。
- (9) 為第 (2)(a) 款指明的圖則是 ——
 - (a) 根據《城市規劃條例》(第 131 章) 擬備的分區計劃大綱圖或發展審批地區圖 (不論是草圖或是已核准的版本)；或
 - (b) 憑藉《市區重建局條例》(第 563 章) 第 25(7) 條而被當作是由城市規劃委員會為施行《城市規劃條例》(第 131 章) 而擬備的草圖的圖則。
- (10) 第 (2)(b) 及 (c)、(3)、(5) 及 (7) 款適用於本意是促銷發展項目的某一期中的任何指明住宅物業的廣告，猶如該等條文中提述該項目，是提述該期。
- (11) 如第 (2) 款遭違反，發布有關廣告或安排發布該廣告的人即屬犯罪，可處罰款 \$500,000。
- (12) 如第 (3)、(4)、(5)、(6)、(7) 或 (8) 款遭違反，發布有關廣告或安排發布該廣告的人即屬犯罪，可處第 6 級罰款。

Part 3
Section 73

3-12
Cap. 621

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

3-13
第 621 章

第 3 部
第 74 條

Part 3
Section 74

3-14
Cap. 621

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

74. 補充第 73(7) 條的規定

為施行第 73(7) 條而指明的聲明 ——

- (a) 在有關廣告純粹或主要採用英文的情況下，是以下聲明 ——
“The photographs, images, drawings or sketches shown in this advertisement/promotional material represent an artist’s impression of the development concerned only. They are not drawn to scale and/or may have been edited and processed with computerized imaging techniques. Prospective purchasers should make reference to the

74. Provision supplementary to section 73(7)

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

- (a) if the advertisement is solely or principally in English, the statement set out below—
“The photographs, images, drawings or sketches shown in this advertisement/promotional material represent an artist’s impression of the development concerned only. They are not drawn to scale and/or may have been edited and processed with computerized imaging techniques. Prospective purchasers should make reference to the

sales brochure for details of the development. The vendor also advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.”;

- (b) 在有關廣告純粹或主要採用中文的情況下，是以下聲明——

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

- (c) 在有關廣告兼採用英文及中文而並不符合 (a) 或 (b) 段所指的情況下，是 (a) 段所列的聲明及 (b) 段所列的聲明。
-

sales brochure for details of the development. The vendor also advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.”;

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

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

- (c) if the advertisement is in both English and Chinese and does not fall within paragraph (a) or (b), the statement set out in paragraph (a) and the statement set out in paragraph (b).
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第 4 部**失實陳述及傳布虛假或具誤導性資料等****75. 第 4 部的釋義**

- (1) 就本部而言，任何人在下述情況下，即屬作出具欺詐性的失實陳述——
 - (a) 該人作出某陳述，而在當時，該人知道該陳述是虛假、具誤導性或具欺騙性的；
 - (b) 該人作出某承諾，而在當時——
 - (i) 該人知道該承諾是無法履行的；或
 - (ii) 該人無意履行該承諾；或
 - (c) 該人——
 - (i) 作出某陳述；而
 - (ii) 因該人蓄意在該陳述中遺漏某事關重要的事實，以致在作出該陳述時，該陳述變得虛假、具誤導性或具欺騙性。
- (2) 就本部而言，任何人在下述情況下，即屬作出罔顧實情的失實陳述——
 - (a) 該人罔顧實情地作出某項陳述，而在當時，該陳述是虛假、具誤導性或具欺騙性的；
 - (b) 該人罔顧實情地作出某承諾，而在當時，該承諾是無法履行的；或
 - (c) 該人——
 - (i) 作出某陳述；而

Part 4**Misrepresentation, and Dissemination of False or Misleading Information etc.****75. Interpretation of Part 4**

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

4-3
第 621 章

第 4 部
第 76 條

- (ii) 因該人罔顧實情地在該陳述中遺漏某項事關重要的事實，以致在作出該陳述時，該陳述變得虛假、具誤導性或具欺騙性。

76. 失實陳述：刑事法律責任

- (1) 任何人如為誘使另一人購買任何指明住宅物業，而作出具欺詐性的失實陳述或罔顧實情的失實陳述，即屬犯罪。
- (2) 任何人犯第 (1) 款所訂罪行——
 - (a) 一經循公訴程序定罪，可處罰款 \$5,000,000 及監禁 7 年；或
 - (b) 一經循簡易程序定罪，可處罰款 \$1,000,000 及監禁 3 年。

77. 失實陳述：民事法律責任

- (1) 如某人作出具欺詐性的失實陳述或罔顧實情的失實陳述，而另一人受該失實陳述誘使而購買指明住宅物業，則本條適用。
- (2) 作出失實陳述的人負有法律責任，以損害賠償的方式，賠償該另一人因依賴該失實陳述而蒙受的金錢損失。不論作出該失實陳述的人是否亦有招致任何其他法律責任，本款均適用。
- (3) 即使第 (2) 款所指的人沒有因違反第 76 條而遭檢控或被定罪，訴訟仍可根據第 (2) 款針對該人提起。
- (4) 為免生疑問，如法院——
 - (a) 具有司法管轄權裁定根據第 (2) 款提起的訴訟；及
 - (b) 在本條以外具有司法管轄權受理強制令的申請，

Part 4
Section 76

4-4
Cap. 621

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

76. Misrepresentation: criminal liability

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

77. Misrepresentation: civil liability

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

4-5
第 621 章

第 4 部
第 78 條

則法院可按它認為適當的條款及條件，在損害賠償以外批給強制令，或以批給強制令取代損害賠償。

- (5) 本條不影響、局限或減少根據普通法規則、衡平法原則或任何其他法例而賦予該人的權利，亦不影響、局限或減少該人根據該等規則、原則或法例而招致的法律責任。

78. 傳布虛假或具誤導性資料

- (1) 如 ——
- (a) 某人傳布任何資料，或授權傳布任何資料，或關涉於任何資料的傳布中，而該資料相當可能會誘使另一人購買任何指明住宅物業；而
 - (b) 該資料 ——
 - (i) 在某事關重要的事實方面，是虛假或具誤導性的，而該人知道此事或罔顧該資料是否如此；或
 - (ii) 因某事關重要的事實遭從中遺漏，而變得虛假或具誤導性，而該人知道此事或罔顧該資料是否如此，
 該人即屬犯罪。
- (2) 任何人犯第 (1) 款所訂罪行 ——
- (a) 一經循公訴程序定罪，可處罰款 \$5,000,000 及監禁 7 年；或

Part 4
Section 78

4-6
Cap. 621

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

78. Dissemination of false or misleading information

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

(b) 一經循簡易程序定罪，可處罰款 \$1,000,000 及監禁 3 年。

(3) 在本條中 ——

傳布 (disseminate) 包括傳遞或披露。

(a) on conviction on indictment to a fine of \$5,000,000 and to imprisonment for 7 years; or

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

(3) In this section—

disseminate (傳布) includes circulate or disclose.

第 5 部

免責辯護條文及關乎罪行的其他補充條文

第 1 分部 —— 以已採取合理預防措施及作出應有努力為免責辯護

79. 免責辯護

被控犯第 2 或 3 部 (第 70 條除外) 所訂罪行的人, 如證明自己已採取所有合理預防措施, 並已作出所有應有努力, 以避免犯該罪行, 即可以此作為免責辯護。

第 2 分部 —— 關乎涉及虛假或具誤導性資料的罪行的免責辯護

80. 第 2 分部的適用範圍及釋義

- (1) 本分部適用於第 (2) 及 (3) 款所指明的 2 種情況的任何一種情況。
- (2) 第一種情況是 ——
 - (a) 某人因傳布資料, 或授權傳布資料, 或關涉於資料的傳布中, 而被控犯第 78(1) 條所訂罪行; 而
 - (b) 該項違例僅由於以下原因而發生 ——
 - (i) 發出或複製有關資料;
 - (ii) 再次傳送有關資料; 或
 - (iii) 直播有關資料。
- (3) 第二種情況是 ——

Part 5

Defence Provisions, and Other Supplementary Provisions on Offences

Division 1—Defence of Reasonable Precautions and Due Diligence

79. Defence

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

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

80. Application and Interpretation of Division 2

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

5-3
第 621 章

第 5 部 —— 第 2 分部
第 80 條

- (a) 某人因發布或安排發布載有在要項上屬虛假或具誤導性的資料的廣告，而被控犯第 70 條所訂罪行；而
- (b) 該項違例僅由於以下原因而發生 ——
 - (i) 發出或複製有關廣告；
 - (ii) 再次傳送有關廣告；或
 - (iii) 直播有關廣告。
- (4) 在本分部中，提述發出材料（包括資料或廣告）——
 - (a) 即包括發布、傳遞、分發或以其他方式傳布材料或其內容，而不論是否 ——
 - (i) 藉親自造訪；
 - (ii) 載於報章、雜誌、期刊或其他刊物；
 - (iii) 藉展示海報或告示；
 - (iv) 以通函、冊子、小冊子或傳單的方式；
 - (v) 藉展覽照片或放映電影片；
 - (vi) 藉任何資訊系統或其他電子裝置；或
 - (vii) 藉任何其他方式，無論是以機械、電子、磁力、光學、人手或任何其他媒介，亦無論是藉產生或傳送光、影像、聲音或任何其他媒介；及
 - (b) 亦包括安排或授權發出材料。

Part 5—Division 2
Section 80

5-4
Cap. 621

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

81. 免責辯護：發出或複製資料或廣告

- (1) 就第 80(2)(b)(i) 或 (3)(b)(i) 條所指的情況而言，如證明以下事宜，即可以此作為免責辯護——
- (a) 有關資料或廣告的發出或複製，是在某業務（不論是否由被控犯罪的人經營）的日常運作過程中發生的，而該業務的主要目的，是發出或複製由他人提供的材料；
 - (b) 有關資料或廣告的內容（不論是全部或其中任何部分），並非由第 (2) 款所指明的人設定；
 - (c) 第 (2) 款所指明的人，並沒有為發出或複製有關資料或廣告的目的，而揀選、增補、修改或以其他方式控制該資料或廣告的內容；及
 - (d) 在發出或複製有關資料或廣告時，被控犯罪的人並不知道——
 - (i) （就第 80(2)(b)(i) 條而言）有關資料在某項事關重要的事實方面，是虛假或具誤導性的，或是因從中遺漏某項事關重要的事實而變得虛假或具誤導性；或
 - (ii) （就第 80(3)(b)(i) 條而言）有關廣告載有的資料在要項上是虛假或具誤導性的。
- (2) 為施行第 (1)(b) 及 (c) 款而指明的人，是——
- (a) （如有關業務由被控犯罪的人經營）該人或其任何高級人員、僱員或代理人；或
 - (b) （如有關業務並非由被控犯罪的人經營）該人。

- (b) also includes causing or authorizing materials to be issued.

81. Defence: issue or reproduction of information or advertisement

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

82. 免責辯護：再次傳送資料或廣告

- (1) 就第 80(2)(b)(ii) 或 (3)(b)(ii) 條所指的情況而言，如證明以下事宜，即可以此作為免責辯護——
- (a) 有關資料或廣告的再次傳送，是在某業務（不論是否由被控犯罪的人經營）的日常運作過程中發生的，而該業務的正常運作，涉及將資料再次傳送往資訊系統內的其他人，或將資料從一個資訊系統再次傳送往另一個資訊系統（不論位於何處），而不論是直接地再次傳送，或是藉利便建立該等其他人士與第三者之間的連結而再次傳送；
 - (b) 有關資料或廣告的內容（不論是全部或其中任何部分），並非由第 (2) 款所指明的人設定；
 - (c) 第 (2) 款所指明的人，並沒有為再次傳送有關資料或廣告的目的，而揀選、增補、修改或以其他方式控制有關資料或廣告的內容；
 - (d) 有關資料或廣告的再次傳送——
 - (i) 附有一項訊息，該訊息具有第 (3) 款所指明的含意；或
 - (ii) 是在獲再次傳送有關資料或廣告的人確認明白第 (3) 款所指明的事宜後才完成的；及
 - (e) 在再次傳送有關資料或廣告時——
 - (i) 被控犯罪的人並不知道——
 - (A) （就第 80(2)(b)(ii) 條而言）有關資料在某項事實方面，是虛假或具誤導性

82. Defence: re-transmission of information or advertisement

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

- 的，或是因從中遺漏某項事關重要的事實而變得虛假或具誤導性；或
- (B) (就第 80(3)(b)(ii) 條而言) 有關廣告載有的資料在要項上是虛假或具誤導性的；或
- (ii) 被控犯罪的人知道有關資料是如上述般虛假或具誤導性的，但 ——
- (A) (如有關業務由被控犯罪的人經營) 在有關個案的情況下，按理不能期望該人阻止該項再次傳送；或
- (B) (如有關業務並非由被控犯罪的人經營) 在有關個案的情況下，該人已採取所有合理步驟，讓能夠採取步驟以阻止該項再次傳送的人，知悉有關資料是如上述般虛假或具誤導性的 (即使事實上仍作出了該項再次傳送)。
- (2) 為施行第 (1)(b) 及 (c) 款而指明的人，是 ——
- (a) (如有關業務由被控犯罪的人經營) 該人或其任何高級人員、僱員或代理人；或
- (b) (如有關業務並非由被控犯罪的人經營) 該人。
- (3) 為施行第 (1)(d) 款而指明的含意或事宜如下 ——
- (a) (如有關業務由被控犯罪的人經營) 該人或其任何高級人員、僱員或代理人 ——
- (i) 並無設定有關資料或廣告的內容 (不論是全部或其中任何部分)；
- (ii) 並不就有關資料或廣告負有責任；及
- (iii) 並無認可有關資料或廣告的準確性；或
- (b) (如有關業務並非由被控犯罪的人經營) 經營有關業務的人或其任何高級人員、僱員或代理人 ——
- (i) 並無設定有關資料或廣告的內容 (不論是全部或其中任何部分)；

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

5-11
第 621 章

第 5 部 —— 第 2 分部
第 83 條

- (ii) 並不就有關資料或廣告負有責任；及
- (iii) 並無認可有關資料或廣告的準確性。

83. 免責辯護：直播資料或廣告

- (1) 就第 80(2)(b)(iii) 或 (3)(b)(iii) 條所指的情況而言，如證明以下事宜，即可以此作為免責辯護 ——

Part 5—Division 2
Section 83

5-12
Cap. 621

- (a) if the business was carried on by the person charged with the offence, that person or any officer, employee or agent of that person; or
- (b) if the business was not carried on by the person charged with the offence, that person.
- (3) The effect or matter specified for the purposes of subsection (1)(d) is that—
 - (a) if the business was carried on by the person charged with the offence, that person or any officer, employee or agent of that person—
 - (i) did not devise the contents of the information or advertisement, either in whole or in part;
 - (ii) did not take responsibility for the information or advertisement; and
 - (iii) did not endorse the accuracy of the information or advertisement; or
 - (b) if the business was not carried on by the person charged with the offence, the person who carried on the business or any officer, employee or agent of the person who carried on the business—
 - (i) did not devise the contents of the information or advertisement, either in whole or in part;
 - (ii) did not take responsibility for the information or advertisement; and
 - (iii) did not endorse the accuracy of the information or advertisement.

83. Defence: live broadcast of information or advertisement

- (1) In the case of section 80(2)(b)(iii) or (3)(b)(iii), it is a defence to prove that—

- (a) 有關資料或廣告的廣播，是在某廣播業界人士（不論被控犯罪的人是否該廣播業界人士）的業務的日常運作過程中發生的；
- (b) 有關資料或廣告的內容（不論是全部或其中任何部分），並非由第 (2) 款所指明的人設定；
- (c) 第 (2) 款所指明的人，並沒有為廣播有關資料或廣告的目的，而揀選、增補、修改或以其他方式控制有關資料或廣告的內容；
- (d) 被控犯罪的人 ——
 - (i) 是廣播業界人士，而該人按照其持有的廣播牌照（如有的話）的條款及條件，以及適用於該人作為廣播業界人士的廣播指引，進行有關廣播；或
 - (ii) 並非廣播業界人士，而該人相信並有合理理由相信，身為廣播業界人士的另一人，按照廣播牌照（如有的話）的條款及條件，以及適用於該另一人作為廣播業界人士的廣播指引，進行有關廣播；及
- (e) 在廣播有關資料或廣告時 ——
 - (i) 被控犯罪的人並不知道 ——
 - (A) （就第 80(2)(b)(iii) 條而言）有關資料在某項事關重要的事實方面，是虛假或具誤導性的，或是因從中遺漏某項事關重要的事實而變得虛假或具誤導性；或
 - (B) （就第 80(3)(b)(iii) 條而言）有關廣告載有的資料在要項上是虛假或具誤導性的；或
 - (ii) 被控犯罪的人知道有關資料是如上述般虛假或具誤導性的，但 ——
 - (A) （如被控犯罪的人是廣播業界人士）在有關個案的情況下，按理不能期望該人阻止進行該項廣播；或

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

5-15
第 621 章

第 5 部 —— 第 2 分部
第 83 條

(B) (如被控犯罪的人並非廣播業界人士) 在有關個案的情況下，該人已採取所有合理步驟，讓能夠採取步驟以阻止該項廣播的人，知悉有關資料是如上述般虛假或具誤導性的 (即使事實上仍進行了該項廣播)。

(2) 為施行第 (1)(b) 或 (c) 款而指明的人，是 ——

(a) (如被控犯罪的人是廣播業界人士) 該人或其任何高級人員、僱員或代理人；或

(b) (如被控犯罪的人並非廣播業界人士) 該人。

(3) 在本條中 ——

廣播指引 (broadcasting guidelines) 指根據或依據《電訊條例》(第 106 章) 或《廣播條例》(第 562 章) 發出的指引或業務守則 (不論如何描述)；

廣播牌照 (broadcasting licence) 就某人而言，指該人藉以獲得權利以廣播業界人士身分進行廣播的牌照。

Part 5—Division 2
Section 83

5-16
Cap. 621

fact or was false or misleading through the omission of a material fact; or

(B) for section 80(3)(b)(iii), that the information contained in the advertisement was false or misleading in a material particular; or

(ii) the person charged with the offence knew that the information was so false or misleading, but—

(A) where the person charged with the offence was the broadcaster, in the circumstances of the case that person could not reasonably be expected to prevent the broadcast; or

(B) where the person charged with the offence was not the broadcaster, in the circumstances of the case that person has taken all reasonable steps to bring the fact that the information was so false or misleading to the attention of a person in a position to take steps to cause the broadcast to be prevented (even if the broadcast in fact took place).

(2) The person specified for the purposes of subsection (1)(b) or (c) is—

(a) if the person charged with the offence was the broadcaster, that person or any officer, employee or agent of that person; or

(b) if the person charged with the offence was not the broadcaster, that person.

(3) In this section—

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

第 3 分部 —— 其他關於罪行的補充條文**84. 高級人員等對法團或指明團體所犯罪行須負的法律責任**

- (1) 本條在下述情況下適用 ——
- (a) 法團或指明團體犯本條例所訂的任何罪行；而
 - (b) 證明該法團或指明團體 ——
 - (i) 在以下的人的協助、教唆、慫使、促致或誘使下犯該罪行的 ——
 - (A) 法團或指明團體的高級人員，或法團或指明團體的控權公司的高級人員；或
 - (B) 看來是以上述身分行事的人；或
 - (ii) 是在上述高級人員，或看來是以上述身分行事的人的同意或縱容下犯該罪行的，或是因該人員或該人的罔顧實情或罔顧後果的作為而犯該罪行的。
- (2) 有關高級人員，或看來是如此行事的人，以及法團或指明團體本身 ——
- (a) 均屬犯罪；並
 - (b) 可據此予以起訴和處罰。
- (3) 在本條中 ——
- 高級人員 (officer) ——**
- (a) 就《公司條例》(第 622 章) 第 2(1) 條所界定的某公司而言，指 —— (由 2012 年第 28 號第 912 及 920 條及 2013 年第 162 號法律公告修訂)
 - (i) 該公司的董事或秘書；或

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

Division 3—Other Supplementary Provisions on Offences**84. Liability of officers etc. for offence committed by corporation or specified body**

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

- (ii) 該公司的經理 (該第 2(1) 條所界定者) ; 或
- (b) 就某指明團體或在香港以外成立為法團的公司而言 ——
 - (i) 指該指明團體或公司的董事、秘書或經理; 及
 - (ii) 包括在該指明團體或公司擔任董事、秘書或經理職位 (不論職稱為何) 的人。

85. 提出檢控的時限

儘管有《裁判官條例》(第 227 章) 第 26 條的規定，就本條例所訂罪行 (公訴罪行除外) 而進行的法律程序，可在有關罪行發生後的 3 年內提起。

- (a) in relation to a company as defined by section 2(1) of the Companies Ordinance (Cap. 622), means— (*Amended 28 of 2012 ss. 912 & 920 and L.N. 162 of 2013*)
 - (i) a director or secretary of the company; or
 - (ii) a manager of the company, as defined by that section 2(1); or
- (b) in relation to a company incorporated outside Hong Kong or a specified body—
 - (i) means a director, secretary or manager of the company or specified body; and
 - (ii) includes any person who occupies the position of director, secretary or manager (by whatever name called) in the company or specified body.

85. Time limit for prosecution

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

第 6 部

行政事宜及雜項條文

第 1 分部 —— 行政事宜

86. 監督的委任

- (1) 局長 ——
 - (a) 可為施行本條例，委任一名公職人員擔任監督；及
 - (b) 可委任其他公職人員協助監督執行監督的職能。
- (2) 根據第 (1) 條所作出的委任，須在憲報公布。

87. 監督的職能

監督的職能為 ——

- (a) 執行本條例的條文；
- (b) 就遵守第 2、3 及 4 部，作出監管；
- (c) 就關乎本條例的條文的任何事宜教育公眾；及
- (d) 執行藉著或根據本條例或任何其他成文法則授予監督的其他職能。

88. 監督可發出指引

- (1) 監督可發出指引 ——
 - (a) 說明監督擬以何種方式，執行任何職能或行使任何權力；或
 - (b) 就本條例任何條文的施行，提供指引。

Part 6

Administrative and Miscellaneous Provisions

Division 1—Administration

86. Appointment of Authority

- (1) The Secretary—
 - (a) may appoint a public officer to be the authority for the purposes of this Ordinance; and
 - (b) may appoint other public officers to assist the Authority in the performance of the Authority's functions.
- (2) An appointment under subsection (1) is to be notified in the Gazette.

87. Functions of Authority

The functions of the Authority are—

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

88. Authority may issue guidelines

- (1) The Authority may issue guidelines—
 - (a) indicating the manner in which the Authority proposes to perform any function or exercise any power; or

6-3
第 621 章

第 6 部 —— 第 1 分部
第 89 條

- (2) 監督 ——
- (a) 須以對令到受有關指引影響的人知悉該指引屬適當的方式，發布該指引；及
 - (b) 須以印本形式或電子形式，向公眾提供該指引的文本。
- (3) 根據本條發出的指引並非附屬法例。
- (4) 監督可修訂或撤銷任何指引。第 (2) 及 (3) 款適用於該項修訂或撤銷，一如它們適用於該指引一樣。
- (5) 任何人並不會僅因本身違反了任何指引，而招致任何民事或刑事法律責任。然而，如在任何法律程序中，法庭信納該指引攸關受爭議的事宜的裁定，則 ——
- (a) 在該法律程序中，該指引可接納為證據；及
 - (b) 關於該人違反或沒有違反該指引的證明，可被該法律程序中的任何一方賴以作為可確立或否定該事宜的證明。

89. 關於住宅物業的資料的電子資料庫

- (1) 監督可設立和備存一個關於以下資料的電子資料庫 ——
- (a) 香港住宅物業市場的資料及統計數字；及
 - (b) 關於任何位於香港境內的發展項目 (符合第 10(3) 或 (5) 條所指者除外) 的資料及統計數字。

Part 6—Division 1
Section 89

6-4
Cap. 621

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

89. Electronic database for information about residential properties

- (1) The Authority may establish and maintain an electronic database of—
- (a) information and statistics on the residential property market in Hong Kong; and

6-5
第 621 章

第 6 部 —— 第 2 分部
第 91 條

- (2) 監督可將第 (1) 款賦予監督的權力，以書面轉授予任何公職人員或監督覺得合適的任何人。

90. 房屋局局長的指示

(由 2022 年第 144 號法律公告修訂)

- (1) 局長可就監督或根據第 86(1)(b) 條委任的公職人員 (視屬何情況而定) 執行職能或行使權力，一般地或就個別個案向監督或該人員發出指示。
- (2) 如有指示根據第 (1) 款向監督或公職人員發出，監督或該人員須予遵從。

第 2 分部 —— 由監督進行調查

91. 調查涉嫌違例的權力

- (1) 如監督有合理理由相信，某人可能已違反本條例的任何條文，監督或根據第 86(1)(b) 條委任的公職人員，可為調查該項違例的目的，或為調查本條例條文曾否遭違反的目的，而根據本條行使權力。
- (2) 監督或公職人員可藉書面要求第 (3) 款所指明的任何人 ——
- (a) 在該要求所指明的時間內，於該要求所指明的地點，交出該要求所指明的、符合以下說明的任何紀錄或文件 ——
- (i) 攸關或可能攸關受調查的任何事宜的；及

Part 6—Division 2
Section 91

6-6
Cap. 621

- (b) information and statistics on any development situated in Hong Kong (other than a development that falls within section 10(3) or (5)).

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

90. Directions by Secretary for Housing

(Amended L.N. 144 of 2022)

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

Division 2—Investigation by Authority

91. Investigation powers for suspected contravention

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

6-7
第 621 章

第 6 部 —— 第 2 分部
第 91 條

- (ii) 由該人管有的；
- (b) 於該要求所指明的時間及地點，到監督或有關人員席前，並回答監督或該人員向該人提出的、關乎受調查的任何事宜的問題；
- (c) 就監督或有關人員向該人提出的、關乎受調查的任何事宜的書面問題，作出回應；或
- (d) 向監督或有關人員提供該人能夠合理地提供的、與該項調查有關連的任何協助。
- (3) 為施行第 (2) 款而指明的人，是 ——
 - (a) 監督有合理理由相信可能已違反本條例條文的人；或
 - (b) 監督或有關人員有合理理由相信屬符合以下說明的人 ——
 - (i) 管有任何載有或相當可能載有攸關受調查的任何事宜的資料的任何紀錄或文件；或
 - (ii) 以其他方式管有該等資料。
- (4) 如某人遵從根據第 (2)(a) 款施加的要求，交出任何紀錄或文件，則監督或有關人員可要求該人，就該紀錄或文件作出解釋或提交進一步詳情。
- (5) 如某人遵從根據第 (2) 或 (4) 款施加的要求，作出或提交任何答覆、回應、解釋或詳情，則監督或有關人員可藉書面要求該人在該要求所指明的時間內，藉法定聲明核實該答覆、回應、解釋或詳情。
- (6) 如某人沒有遵從根據第 (2) 或 (4) 款施加的要求，作出或提交任何答覆、回應、解釋或詳情，是由於有關資料並非為該人所知的或由該人管有的，則監督或有關人員可藉書面要求該人在該要求所指明的時間內，藉法定聲明核實該原因及事實。
- (7) 監督或根據第 86(1)(b) 條委任的公職人員不得根據本條，要求認可機構交出關乎該機構的客戶的事務的任何紀錄

Part 6—Division 2
Section 91

6-8
Cap. 621

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

6-9
第 621 章

第 6 部 —— 第 2 分部
第 92 條

或文件，或披露關乎該等事務的任何資料，但在以下情況下，則屬例外——

- (a) 監督或公職人員有合理理由相信，該客戶屬可能有能力給予攸關調查的資料的人；及
 - (b) 監督或公職人員信納並以書面證明監督或該人員確實信納，交出該項紀錄或文件或披露該項資料，對該項調查屬必要。
- (8) 監督或根據第 86(1)(b) 條委任的公職人員，不得要求任何人出示該人基於法律專業保密權的理由會有權拒絕出示的紀錄或文件，或披露該人基於上述理由會有權拒絕披露的資料。

92. 關乎第 91 條的罪行

- (1) 任何人無合理辯解而沒有遵從對其施加的指明要求，即屬犯罪。
- (2) 任何人意圖詐騙而沒有遵從對其施加的指明要求，即屬犯罪。

Part 6—Division 2
Section 92

6-10
Cap. 621

requirement, the answer, response, explanation or particulars by a statutory declaration.

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

92. Offences relating to section 91

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

- (3) 任何人 ——
- (a) 在看來是遵從對其施加的指明要求時，交出任何紀錄或文件、作出任何答覆或回應，或作出任何解釋或提交任何詳情，而該紀錄、文件、答覆、回應、解釋或詳情，在要項上是虛假或具誤導性的；而
 - (b) 該人知道該紀錄、文件、答覆、回應、解釋或詳情，在要項上是虛假或具誤導性的，或該人罔顧該紀錄、文件、答覆、回應、解釋或詳情，在要項上是否如此，
- 即屬犯罪。
- (4) 任何人在看來是遵從對其施加的指明要求時，意圖詐騙而交出任何紀錄或文件、作出任何答覆或回應，或作出任何解釋或提交任何詳情，而該紀錄、文件、答覆、回應、解釋或詳情，在要項上是虛假或具誤導性的，即屬犯罪。
- (5) 任何人身為某法團的高級人員或僱員，意圖詐騙而 ——
- (a) 致使或容許該法團沒有遵從對該法團施加的指明要求；或
 - (b) 致使或容許該法團在看來是遵從對該法團施加的指明要求時，交出任何紀錄或文件、作出任何答覆或回應，或作出任何解釋或提交任何詳情，而該紀錄、文件、答覆、回應、解釋或詳情，在要項上是虛假或具誤導性的，
- 即屬犯罪。
- (6) 如有對某人施加指明要求，該人不得僅以遵從該要求可能會導致其入罪為理由，而獲免遵從該要求。
- (7) 任何人犯第 (1) 款所訂罪行，可處罰款 \$500,000 及監禁 6 個月。
- (8) 任何人犯第 (2)、(3)、(4) 或 (5) 款所訂罪行 ——

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

6-13
第 621 章

第 6 部 —— 第 2 分部
第 93 條

- (a) 一經循公訴程序定罪，可處罰款 \$5,000,000 及監禁 7 年；或
- (b) 一經循簡易程序定罪，可處罰款 \$1,000,000 及監禁 3 年。
- (9) 在本條中 ——
指明要求 (specified requirement) 指根據第 91 條施加的要求。

93. 在調查中獲取的事宜或資料保密

- (1) 凡有任何事宜或資料為第 91 條所指的調查的目的而被交出或給予，監督或根據第 86(1)(b) 條委任的公職人員除非是在執行本條例所指的任何職能的過程中行事，否則須就該等事宜或資料保持秘密。
- (2) 第 (1) 款並不阻止 ——
 - (a) 披露公眾已可得到的資料；
 - (b) 為在香港進行的任何刑事法律程序或為提出該等程序而進行的調查的目的，披露資料；
 - (c) 在與監督屬其中一方的司法或其他程序有關連的情況下披露資料；或
 - (d) 按照法庭、裁判官或審裁處的命令，或按照法律或根據法律作出的要求，披露資料。

Part 6—Division 2
Section 93

6-14
Cap. 621

- (7) A person who commits an offence under subsection (1) is liable to a fine of \$500,000 and to imprisonment for 6 months.
- (8) A person who commits an offence under subsection (2), (3), (4) or (5) is liable—
 - (a) on conviction on indictment to a fine of \$5,000,000 and to imprisonment for 7 years; or
 - (b) on summary conviction to a fine of \$1,000,000 and to imprisonment for 3 years.
- (9) In this section—
specified requirement (指明要求) means a requirement imposed under section 91.

93. Confidentiality of matter or information obtained in investigation

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

94. 在法律程序中使用導致入罪的證據

- (1) 如監督或根據第 86(1)(b) 條委任的公職人員，根據第 91 條要求某人就任何問題作出答覆或回應，或要求某人作出解釋或提交進一步詳情，則監督或該人員須確保該人已事先獲告知或提醒第 (2) 款就以下各項作為證據的可接納性所施加的限制 ——
 - (a) 該要求；及
 - (b) 該問題、答覆或回應，或該解釋或詳情。
- (2) 儘管本部有任何規定，如 ——
 - (a) 監督或根據第 86(1)(b) 條委任的公職人員，根據第 91 條要求某人就任何問題作出答覆或回應，或要求某人作出解釋或提交進一步詳情；而
 - (b) 該答覆、回應、解釋或詳情可能會導致該人入罪，且該人在作出該答覆或回應前，或在作出該解釋或提交該詳情前，曾如此聲稱，
 則該要求，以及該問題、答覆或回應，或該解釋或詳情，不得在法院進行的刑事法律程序（第 (3) 款所指明者除外）中，獲接納為針對該人的證據。
- (3) 有關刑事法律程序，是指就某人因有關答覆或回應，或有關解釋或詳情而被控犯第 92(1)、(2)、(3)、(4) 或 (5) 條或《刑事罪行條例》（第 200 章）第 V 部所訂罪行或作假證供罪而進行的刑事法律程序。

- (d) the disclosure of information in accordance with an order of a court, magistrate or tribunal, or in accordance with a law or a requirement made under a law.

94. Use of incriminating evidence in proceedings

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

6-17
第 621 章

第 6 部 —— 第 3 分部
第 95 條

Part 6—Division 3
Section 95

6-18
Cap. 621

or for perjury, in respect of the answer or response, or the explanation or particulars.

第 3 分部 —— 其他雜項條文

Division 3—Other Miscellaneous Provisions

95. 修訂附表

局長可藉於憲報刊登的公告，修訂附表 1、2、3、4、5、6、7 或 8。

95. Amendment of Schedules

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

S1-1
第 621 章

附表 1 —— 第 1 部
第 1 條

Schedule 1—Part 1
Section 1

S1-2
Cap. 621

附表 1

[第 7、19、21、28、48、49
及 95 條]

售樓說明書內的資料

第 1 部

須列出的特定資料的詳細規定 (參閱第 19(2) 條)

1. 發展項目的資料

- (1) 售樓說明書須遵照本條規定，列出第 19(2)(a) 條所指明的資料。
- (2) 售樓說明書須述明 ——
 - (a) 發展項目所位於的街道的名稱；及
 - (b) 由差餉物業估價署署長為識別發展項目的目的而編配的門牌號數。
- (3) 如有關發展項目包含一幢或多於一幢多單位建築物，則售樓說明書須述明 ——
 - (a) 每幢多單位建築物的樓層的總數；
 - (b) 該項目的經批准的建築圖則所規定的每幢多單位建築物內的樓層號數；
 - (c) 每幢有不依連續次序的樓層號數的多單位建築物內被略去的樓層號數；及
 - (d) 每幢多單位建築物內的底護層 (如有的話)。
- (4) 如有關發展項目包含獨立屋，售樓說明書須述明 ——
 - (a) 獨立屋的總數；

Schedule 1

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

Information in Sales Brochure

Part 1

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

1. Information on the development

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

S1-3
第 621 章附表 1 —— 第 1 部
第 1 條

- (b) 該項目的經批准的建築圖則所規定的門牌號數；及
- (c) (凡門牌號數不依連續次序) 被略去的門牌號數。
- (5) 如有關發展項目屬未落成發展項目，售樓說明書——
 - (a) 須述明由該項目的認可人士提供的該項目的預計關鍵日期；
 - (b) 須述明預計關鍵日期，是受到買賣合約所允許的任何延期所規限的；及
 - (c) 須述明為買賣合約的目的——
 - (i) (凡根據批地文件，進行該項買賣，需獲地政總署署長同意) 在不局限任何其他可用以證明該項目落成的方法的原則下，地政總署署長發出的合格證明書或轉讓同意，即為該項目已落成或當作已落成(視屬何情況而定)的確證；或
 - (ii) (凡根據批地文件，進行該項買賣，不需獲地政總署署長同意)——
 - (A) 就指明新界發展項目而言，如地政總署署長發出通知書，確認地政總署署長不反對該項目中的每幢建築物被佔用，該項目當作在該通知書的日期落成；或
 - (B) 就任何其他情況而言，該項目當作在佔用許可證就該項目中的每幢建築物發出的日期落成。
- (6) 如有關發展項目屬尚待符合條件的已落成發展項目，售樓說明書——
 - (a) 須述明由該項目的認可人士提供的該項目的預計關鍵日期；
 - (b) 須述明預計關鍵日期，是受到買賣合約所允許的任何延期所規限的；及
 - (c) 須述明為買賣合約的目的，在不局限任何其他可用以證明該項目落成的方法的原則下，地政總署署長

Schedule 1—Part 1
Section 1S1-4
Cap. 621

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

S1-5
第 621 章

附表 1 —— 第 1 部
第 2 條

發出的合格證明書或轉讓同意，即為該項目已落成或當作已落成（視屬何情況而定）的確證。

2. 賣方及有參與發展項目的其他人的資料

- (1) 售樓說明書須遵照本條規定，列出第 19(2)(b) 條所指明的資料。
- (2) 售樓說明書須述明 ——

Schedule 1—Part 1
Section 2

S1-6
Cap. 621

- (A) in the case of a specified NT development, the development is deemed to be completed on the date on which a letter is issued by the Director of Lands confirming that the Director of Lands has no objection to every building in the development being occupied; or
 - (B) in any other case, the development is deemed to be completed on the date on which an occupation permit for every building in the development is issued.
- (6) If the development is a completed development pending compliance, the sales brochure—
- (a) must state the estimated material date for the development, as provided by the authorized person for the development;
 - (b) must state that the estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase; and
 - (c) must state that for the purpose of the agreement for sale and purchase, without limiting any other means by which the completion of the development may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the development has been completed or is deemed to be completed (as the case may be).

2. Information on vendor and others involved in the development

- (1) The sales brochure must set out the information specified in section 19(2)(b) in compliance with this section.
- (2) The sales brochure must state the names of the following—

S1-7
第 621 章附表 1 —— 第 1 部
第 3 條

- (a) 賣方的姓名或名稱，如賣方屬法團，則亦須述明賣方的每間控股公司的名稱；
 - (b) 發展項目的認可人士的姓名或名稱，如該項目的認可人士以其專業身分擔任某商號或法團的經營人、董事或僱員，則亦須述明該商號或法團的名稱；
 - (c) 發展項目的承建商的名稱；
 - (d) 就發展項目中的住宅物業的出售而代表擁有人行事的律師事務所的名稱；
 - (e) 已為發展項目的建造提供貸款或已承諾為該項建造提供融資的認可機構的名稱；
 - (f) 已為發展項目的建造提供貸款的任何其他人的姓名或名稱。
- (3) 如屬指明新界發展項目，售樓說明書須述明——
- (a) 該項目的認可人士獲委任監管該項目的興建的期間；及
 - (b) 該項目的承建商獲委任興建該項目的期間。

3. 有參與發展項目的各方的關係

- (1) 售樓說明書須遵照本條規定，列出第 19(2)(c) 條所指明的資料。
- (2) 售樓說明書須述明以下每項事實（如存在的話）——
 - (a) 賣方或有關發展項目的承建商屬個人，並屬該項目的認可人士的家人；

Schedule 1—Part 1
Section 3S1-8
Cap. 621

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

3. Relationship between parties involved in the development

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

S1-9
第 621 章附表 1 —— 第 1 部
第 3 條

- (b) 賣方或該項目的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的家人；
- (c) 賣方或該項目的承建商屬法團，而該賣方或承建商（或該賣方的控權公司）的董事或秘書屬上述認可人士的家人；
- (d) 賣方或該項目的承建商屬個人，並屬上述認可人士的有聯繫人士的家人；
- (e) 賣方或該項目的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的有聯繫人士的家人；
- (f) 賣方或該項目的承建商屬法團，而該賣方或承建商（或該賣方的控權公司）的董事或秘書屬上述認可人士的有聯繫人士的家人；
- (g) 賣方或該項目的承建商屬個人，並屬就該項目內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人；

Schedule 1—Part 1
Section 3S1-10
Cap. 621

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

S1-11
第 621 章

附表 1 —— 第 1 部
第 3 條

- (h) 賣方或該項目的承建商屬合夥，而該賣方或承建商的合夥人屬就該項目內的住宅物業的出售代表擁有入行事的律師事務所行事的經營人的家人；
 - (i) 賣方或該項目的承建商屬法團，而該賣方或承建商（或該賣方的控權公司）的董事或秘書屬上述律師事務所的經營人的家人。
- (3) 為施行第 (2) 款 ——
- (a) 售樓說明書亦須 ——
 - (i) （如屬第 (2)(a)、(b)、(c)、(d)、(e) 或 (f) 款的情況）述明有關認可人士的姓名或名稱；或
 - (ii) （如屬第 (2)(g)、(h) 或 (i) 款的情況）述明有關律師事務所的名稱；
 - (b) 售樓說明書無須述明有關認可人士、有聯繫人士或經營人是否有關賣方、承建商、合夥、董事或秘書的 ——
 - (i) 配偶；
 - (ii) 父母；
 - (iii) 子女；
 - (iv) 兄弟姊妹；
 - (v) 祖父母或外祖父母；或
 - (vi) 孫或外孫；及

Schedule 1—Part 1
Section 3

S1-12
Cap. 621

- (h) the vendor or a building contractor for the development is a partnership, and a partner of that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the development;
 - (i) the vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of a proprietor of such a firm of solicitors.
- (3) For the purposes of subsection (2)—
- (a) the sales brochure must also—
 - (i) in the case of subsection (2)(a), (b), (c), (d), (e) or (f), state the name of the authorized person; or
 - (ii) in the case of subsection (2)(g), (h) or (i), state the name of the firm of solicitors;
 - (b) the sales brochure is not required to state whether the authorized person, associate or proprietor is—
 - (i) a spouse;
 - (ii) a parent;
 - (iii) a child;
 - (iv) a sibling;
 - (v) a grandparent; or
 - (vi) a grandchild,of the vendor, contractor, partner, director or secretary; and

S1-13
第 621 章附表 1 —— 第 1 部
第 3 條

- (c) (如屬第(2)(c)、(f)或(i)款的情況)售樓說明書無須述明有關董事或秘書的姓名。
- (4) 售樓說明書須述明以下每項事實(如存在的話)——
- 賣方、賣方的控權公司或有關發展項目的承建商屬私人公司，而該項目的認可人士或該認可人士的有聯繫人士持有該賣方、控權公司或承建商最少 10% 的已發行股份；
 - 賣方、賣方的控權公司或該項目的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方、控權公司或承建商最少 1% 的已發行股份；
 - 賣方或該項目的承建商屬法團，而上述認可人士或上述有聯繫人士屬該賣方、承建商或該賣方的控權公司的僱員、董事或秘書；
 - 賣方或該項目的承建商屬合夥，而上述認可人士或上述有聯繫人士屬該賣方或承建商的僱員；
 - 賣方、賣方的控權公司或該項目的承建商屬私人公司，而就該項目中的住宅物業的出售而代表擁有人行事的律師事務所的經營人持有該賣方、控權公司或承建商最少 10% 的已發行股份；

Schedule 1—Part 1
Section 3S1-14
Cap. 621

- (c) the sales brochure is not required, in the case of subsection (2)(c), (f) or (i), to state the name of the director or secretary.
- (4) The sales brochure must state each of the following facts (if they exist)—
- the vendor, a holding company of the vendor, or a building contractor for the development, is a private company, and an authorized person for the development, or an associate of such an authorized person, holds at least 10% of the issued shares in that vendor, holding company or contractor;
 - the vendor, a holding company of the vendor, or a building contractor for the development, is a listed company, and such an authorized person, or such an associate, holds at least 1% of the issued shares in that vendor, holding company or contractor;
 - the vendor or a building contractor for the development is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor;
 - the vendor or a building contractor for the development is a partnership, and such an authorized person, or such an associate, is an employee of that vendor or contractor;
 - the vendor, a holding company of the vendor, or a building contractor for the development, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the development holds at least 10% of the issued shares in that vendor, holding company or contractor;

S1-15
第 621 章附表 1 —— 第 1 部
第 3 條

- (f) 賣方、賣方的控權公司或該項目的承建商屬上市公司，而上述律師事務所的經營人持有該賣方、控權公司或承建商最少 1% 的已發行股份；
 - (g) 賣方或該項目的承建商屬法團，而上述律師事務所的經營人屬該賣方或承建商或該賣方的控權公司的僱員、董事或秘書；
 - (h) 賣方或該項目的承建商屬合夥，而上述律師事務所的經營人屬該賣方或承建商的僱員；
 - (i) 賣方或該項目的承建商屬法團，而該項目的認可人士以其專業身分擔任董事或僱員的法團為該賣方或承建商或該賣方的控權公司的有聯繫法團；
 - (j) 賣方或該項目的承建商屬法團，而該承建商屬該賣方或該賣方的控權公司的有聯繫法團。
- (5) 為施行第 (4) 款 ——
- (a) 售樓說明書亦須 ——
 - (i) (如屬第 (4)(a)、(b)、(c) 或 (d) 款的情況) 述明有關認可人士的姓名或名稱；或
 - (ii) (如屬第 (4)(e)、(f)、(g) 或 (h) 款的情況) 述明有關律師事務所的名稱；及

Schedule 1—Part 1
Section 3S1-16
Cap. 621

- (f) the vendor, a holding company of the vendor, or a building contractor for the development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor, holding company or contractor;
 - (g) the vendor or a building contractor for the development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor;
 - (h) the vendor or a building contractor for the development is a partnership, and a proprietor of such a firm of solicitors is an employee of that vendor or contractor;
 - (i) the vendor or a building contractor for the development is a corporation, and the corporation of which an authorized person for the development is a director or employee in his or her professional capacity is an associate corporation of that vendor or contractor or of a holding company of that vendor;
 - (j) the vendor or a building contractor for the development is a corporation, and that contractor is an associate corporation of that vendor or of a holding company of that vendor.
- (5) For the purposes of subsection (4)—
- (a) the sales brochure must also—
 - (i) in the case of subsection (4)(a), (b), (c) or (d), state the name of the authorized person; or
 - (ii) in the case of subsection (4)(e), (f), (g) or (h), state the name of the firm of solicitors; and

S1-17
第 621 章附表 1 —— 第 1 部
第 4 條

(b) (如屬第(4)(a)、(b)、(e)或(f)款的情況)售樓說明書無須述明持有股份的比率或款額。

(6) 在本條中——

上市公司 (listed company) 具有《公司條例》(第 622 章) 第 2(1) 條給予該詞的涵義；(由 2012 年第 28 號第 912 及 920 條及 2013 年第 162 號法律公告修訂)

有聯繫人士 (associate) 就認可人士而言，指——

(a) 該人士以其專業身分擔任經營人的商號的經營人；或

(b) 該人士以其專業身分擔任董事的法團的董事；

私人公司 (private company) 具有《公司條例》(第 622 章) 第 11 條給予該詞的涵義。(由 2012 年第 28 號第 912 及 920 條及 2013 年第 162 號法律公告修訂)

4. 發展項目的設計的資料

(1) 有關售樓說明書須遵照本條規定，列出第 19(2)(d) 條所指明的資料。

(2) 售樓說明書須述明——

(a) (如屬已落成發展項目) 是否有構成圍封牆的一部分的任何非結構的預製外牆或幕牆；或

(b) (如屬未落成發展項目) 會否有任何上述非結構的預製外牆或幕牆。

(3) 如有或將會有(視何者適用而定)構成圍封牆的一部分的非結構的預製外牆，售樓說明書須述明——

(a) 每幢建築物的非結構的預製外牆的厚度範圍；及

(b) 每個住宅物業的非結構的預製外牆的總面積。

Schedule 1—Part 1
Section 4S1-18
Cap. 621

(b) the sales brochure is not required, in the case of subsection (4)(a), (b), (e) or (f), to state the percentage or amount of share holding.

(6) In this section—

associate (有聯繫人士), in relation to an authorized person, means—

(a) a proprietor of the firm of which the authorized person is a proprietor in his or her professional capacity; or

(b) a director of the corporation of which the authorized person is a director in his or her professional capacity;

listed company (上市公司) has the meaning given by section 2(1) of the Companies Ordinance (Cap. 622); (*Amended 28 of 2012 ss. 912 & 920 and L.N. 162 of 2013*)

private company (私人公司) has the meaning given by section 11 of the Companies Ordinance (Cap. 622). (*Amended 28 of 2012 ss. 912 & 920 and L.N. 162 of 2013*)

4. Information on design of the development

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

(2) The sales brochure must state—

(a) for a completed development, whether there are any non-structural prefabricated external walls, or any curtain walls, forming part of the enclosing walls; or

(b) for an uncompleted development, whether there will be any such non-structural prefabricated external walls or curtain walls.

(3) If there are or will be (as applicable) non-structural prefabricated external walls forming part of the enclosing walls, the sales brochure must state—

S1-19
第 621 章附表 1 —— 第 1 部
第 5 條

- (4) 如有或將會有 (視何者適用而定) 構成圍封牆的一部分的幕牆, 該售樓說明書須述明 ——
- (a) 每幢建築物的幕牆的厚度範圍; 及
 - (b) 每個住宅物業的幕牆的總面積。

5. 物業管理的資料

- (1) 售樓說明書須遵照本條規定, 列出第 19(2)(e) 條所指明的資料。
- (2) 售樓說明書須述明以下人士的身分 ——
 - (a) (就未落成發展項目而言) 根據有關公契的最新擬稿, 獲委任為該項目的管理人的人;
 - (b) (就已落成發展項目而言) 根據以下文件獲委任為該項目的管理人的人 ——
 - (i) 已簽立的公契; 或
 - (ii) 有關公契在該售樓說明書的印製日期的最新擬稿。

6. 發展項目的所在位置圖

- (1) 有關售樓說明書須遵照本條規定, 列出第 19(2)(f) 條所指明的資料。
- (2) 所在位置圖 ——
 - (a) 須至少長 16 厘米及闊 16 厘米 ——

Schedule 1—Part 1
Section 5S1-20
Cap. 621

- (a) the range of thickness of the non-structural prefabricated external walls of each block; and
 - (b) the total area of the non-structural prefabricated external walls of each residential property.
- (4) If there are or will be (as applicable) curtain walls forming part of the enclosing walls, the sales brochure must state—
- (a) the range of thickness of the curtain walls of each building; and
 - (b) the total area of the curtain walls of each residential property.

5. Information on property management

- (1) The sales brochure must set out the information specified in section 19(2)(e) in compliance with this section.
- (2) The sales brochure must state the identity of—
 - (a) for an uncompleted development, the person appointed as the manager of the development under the latest draft deed of mutual covenant; or
 - (b) for a completed development, the person appointed as the manager of the development under—
 - (i) the deed of mutual covenant that has been executed; or
 - (ii) the latest draft deed of mutual covenant as at the date on which the sales brochure is printed.

6. Location plan of the development

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

S1-21
第 621 章附表 1 —— 第 1 部
第 6 條

- (i) 而該圖的英文圖例的字母或數目字的大小，不得小於 10 點“Times New Roman”字體的相同的字母或數目字；及
- (ii) 而該圖的中文圖例的字或數目字的大小，不得小於 10 點新細明體字體的相同的字或數目字；及
- (b) 須顯示 ——
 - (i) 發展項目的位置；
 - (ii) 位於距離發展項目的界線 250 米以內的每條街道的名稱；及
 - (iii) 位於距離發展項目的界線 250 米以內的每幢或每項第 (4) 款所指明的建築物、設施或構築物（如有的話）。
- (3) 所在位置圖須註明該圖的比例。
- (4) 有關建築物、設施或構築物，是以下述各項為主要用途的建築物、設施或構築物 ——
 - (a) 火葬場；
 - (b) 骨灰龕；
 - (c) 殮房；
 - (d) 屠房；
 - (e) 巴士車廠；
 - (f) 鐵路車廠；
 - (g) 香港鐵路的通風井；
 - (h) 圖書館；
 - (i) 博物館；
 - (j) 軍營；
 - (k) 貨物裝卸區；
 - (l) 油站；

Schedule 1—Part 1
Section 6S1-22
Cap. 621

- (a) must be at least 16 centimetres in length and 16 centimetres in width—
 - (i) with the size of the letters or numbers of the legends in English for that plan not smaller than the size of the same letters or numbers in 10 point Times New Roman typeface; and
 - (ii) with the size of the characters or numbers of the legends in Chinese for that plan not smaller than the size of the same characters or numbers in 10 point “新細明體” typeface; and
- (b) must show—
 - (i) the location of the development;
 - (ii) the name of every street that is situated within 250 metres from the boundary of the development; and
 - (iii) every building, facility or structure (if any) specified in subsection (4) that is situated within 250 metres from the boundary of the development.
- (3) The location plan must have the scale to which it is drawn marked on that plan.
- (4) The building, facility or structure is one the principal use of which is the following—
 - (a) a crematorium;
 - (b) a columbarium;
 - (c) a mortuary;
 - (d) a slaughterhouse;
 - (e) a bus depot;
 - (f) a railway depot;
 - (g) a ventilation shaft for the Mass Transit Railway;
 - (h) a library;

S1-23
第 621 章附表 1 —— 第 1 部
第 6 條

- (m) 石油氣加氣站；
- (n) 油庫；
- (o) 飛機燃料庫；
- (p) 船舶燃油庫；
- (q) 污水處理廠及設施；
- (r) 堆填區 (包括已停用的堆填區)；
- (s) 堆填區氣體燃燒廠；
- (t) 發電廠 (包括電力分站)；
- (u) 輸電塔架；
- (v) 懲教院所 (包括監獄)；
- (w) 戒毒院所；
- (x) 直升機升降坪；
- (y) 診療所；
- (z) 消防局；
- (za) 救護車站；
- (zb) 殯儀館；
- (zc) 墳場；
- (zd) 司法設施 (包括法院及裁判法院)；
- (ze) 垃圾收集站；
- (zf) 醫院；
- (zg) 市場 (包括濕貨市場及批發市場)；
- (zh) 警署；
- (zi) 公眾停車場 (包括貨車停泊處)；
- (zj) 公廁；
- (zk) 公共交通總站 (包括鐵路車站)；
- (zl) 公用事業設施裝置；

Schedule 1—Part 1
Section 6S1-24
Cap. 621

- (i) a museum;
- (j) a barrack;
- (k) a cargo working area;
- (l) a petrol filling station;
- (m) a LPG filling station;
- (n) an oil depot;
- (o) an aviation fuel depot;
- (p) a marine fuel depot;
- (q) sewage treatment works and facilities;
- (r) landfills (including ex-landfills);
- (s) a landfill gas flaring plant;
- (t) a power plant (including electricity sub-stations);
- (u) a pylon;
- (v) a correctional institution (including a prison);
- (w) an addiction treatment centre;
- (x) a helicopter landing pad;
- (y) a clinic;
- (z) a fire station;
- (za) an ambulance depot;
- (zb) a funeral parlour;
- (zc) a cemetery;
- (zd) judicial facilities (including a court and a magistracy);
- (ze) a refuse collection point;
- (zf) a hospital;
- (zg) a market (including a wet market and a wholesale market);

S1-25
第 621 章附表 1 —— 第 1 部
第 7 條

- (zm) 宗教場所 (包括教堂、廟宇及祠堂)；
- (zn) 學校 (包括幼稚園)；
- (zo) 社會福利設施 (包括老人中心及弱智人士護理院)；
- (zp) 體育設施 (包括運動場及游泳池)；
- (zq) 公園。

7. 發展項目的鳥瞰照片

- (1) 售樓說明書須遵照本條規定，列出第 19(2)(g) 條所指明的資料。
- (2) 發展項目的鳥瞰照片須是在售樓說明書的印製日期的最新照片，並須由地政總署測繪處在 7 000 呎以下的飛行高度拍攝。
- (3) 發展項目的鳥瞰照片 ——
 - (a) 須至少長 16 厘米及闊 16 厘米；及
 - (b) 須顯示該項目及距離該項目的界線 250 米以內的周邊地區。

8. 關乎發展項目的分區計劃大綱圖等Schedule 1—Part 1
Section 7S1-26
Cap. 621

- (zh) a police station;
- (zi) a public carpark (including a lorry park);
- (zj) a public convenience;
- (zk) a public transport terminal (including a rail station);
- (zl) a public utility installation;
- (zm) a religious institution (including a church, a temple and a Tsz Tong);
- (zn) a school (including a kindergarten);
- (zo) social welfare facilities (including an elderly centre and a home for the mentally disabled);
- (zp) sports facilities (including a sports ground and a swimming pool);
- (zq) a public park.

7. Aerial photograph of the development

- (1) The sales brochure must set out the information specified in section 19(2)(g) in compliance with this section.
- (2) The aerial photograph of the development must be the latest one as at the date on which the sales brochure is printed, as taken by the Survey and Mapping Office of the Lands Department at a flying height below 7 000 feet.
- (3) The aerial photograph of the development—
 - (a) must be at least 16 centimetres in length and 16 centimetres in width; and
 - (b) must show the development and the surrounding area within 250 metres from the boundary of the development.

8. Outline zoning plan etc. relating to the development

S1-27
第 621 章附表 1 —— 第 1 部
第 9 條

- (1) 售樓說明書須遵照本條規定，列出第 19(2)(h) 條所指明的資料。
- (2) 分區計劃大綱圖或發展審批地區圖，或被當作草圖的圖則——
 - (a) 須至少長 16 厘米及闊 16 厘米——
 - (i) 而該圖則的英文圖例的字母或數目字的大小，不得小於 10 點 “Times New Roman” 字體的相同的字母或數目字；及
 - (ii) 而該圖則的中文圖例的字或數目字的大小，不得小於 10 點新細明體字體的相同的字或數目字；及
 - (b) 須顯示位於距離發展項目的界線 500 米以內的所有土地的現有及建議用途。

9. 發展項目的布局圖

- (1) 售樓說明書須遵照本條規定，列出第 19(2)(i) 條所指明的資料。
- (2) 布局圖——
 - (a) 須註明該圖的比例；
 - (b) 須顯示在發展項目的界線之內的建築物、露天地方、設施及未發展土地（須標明擬作何用途）的位置及分布；及
 - (c) （如任何建築物或設施未落成）須述明該項目的認可人士提供的該等建築物或設施的預計落成日期。

Schedule 1—Part 1
Section 9S1-28
Cap. 621

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

9. Layout plan of the development

- (1) The sales brochure must set out the information specified in section 19(2)(i) in compliance with this section.
- (2) The layout plan—
 - (a) must have the scale to which it is drawn marked on that plan;
 - (b) must show the location and layouts of the buildings, the open areas, the facilities, and the undeveloped land (with the intended use), within the boundary of the development; and
 - (c) if any of the buildings or facilities are not yet completed, must state the estimated date of completion of these

S1-29
第 621 章附表 1 —— 第 1 部
第 10 條Schedule 1—Part 1
Section 10S1-30
Cap. 621

buildings or facilities, as provided by the authorized person for the development.

10. 發展項目的住宅物業的樓面平面圖

- (1) 售樓說明書須遵照本條規定，列出第 19(2)(j) 條所指明的資料。
- (2) 發展項目中的住宅物業的每一份樓面平面圖 ——
 - (a) 須按最小 1:200 的比例繪製，並註明該比例；
 - (b) 須顯示該圖上顯示的家具（如有的話）的尺寸；
 - (c) 須按該項目的經批准的建築圖則所規定者，述明以下各項 ——
 - (i) 每個住宅物業的樓板（不包括灰泥）的厚度；
 - (ii) 每個住宅物業的層與層之間的高度；
 - (d) 須述明以下各項 ——
 - (i) 每個住宅物業的外部尺寸；
 - (ii) 每個住宅物業的內部尺寸；
 - (iii) 每個住宅物業的內部間隔的厚度；
 - (iv) 每個住宅物業內個別分隔室的外部尺寸；及
 - (e) 須述明因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。
- (3) 就第 (2)(d) 款而言，如有關發展項目的經批准的建築圖則，提供該款所規定的資料，樓面平面圖須述明如此規定的該資料。

10. Floor plans of residential properties in the development

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

S1-31
第 621 章附表 1 —— 第 1 部
第 11 條Schedule 1—Part 1
Section 11S1-32
Cap. 621**11. 發展項目中的住宅物業的面積**

- (1) 售樓說明書須遵照本條規定，列出第 19(2)(k) 條所指明的資料。
- (2) 售樓說明書須以監督指明的格式，就有關發展項目中的每個住宅物業，列出以下資料——
 - (a) 該物業的實用面積；
 - (b) 在構成該物業的一部分的範圍內的每一以下項目的樓面面積——
 - (i) 露台；
 - (ii) 工作平台；
 - (iii) 陽台；
 - (c) 在構成該物業的一部分的範圍內的附表 2 第 1 部指明的每一項目的面積。
- (3) 售樓說明書須述明——
 - (a) 第 (2)(a) 款所指的實用面積，以及第 (2)(b) 款所指的樓面面積，是按照第 8 條計算得出的；及
 - (b) 第 (2)(c) 款所指的面積，是按照附表 2 第 2 部計算得出的。
- (4) 第 (2) 款所指的面積須按平方呎及平方米列出。

reducing thickness of the structural walls on the upper floors.

- (3) For the purposes of subsection (2)(d), if any information required by that subsection is provided in the approved building plans for the development, a floor plan must state the information as so provided.

11. Area of residential properties in the development

- (1) The sales brochure must set out the information specified in section 19(2)(k) in compliance with this section.
- (2) The sales brochure must set out the following information in relation to each residential property in the development in the form specified by the Authority—
 - (a) the saleable area of the residential property;
 - (b) the floor area of every one of the following to the extent that it forms part of the residential property—
 - (i) a balcony;
 - (ii) a utility platform;
 - (iii) a verandah;
 - (c) the area of every one of the items specified in Part 1 of Schedule 2 to the extent that it forms part of the residential property.
- (3) The sales brochure must state—
 - (a) that the saleable area under subsection (2)(a), and the floor area under subsection (2)(b), are calculated in accordance with section 8; and
 - (b) that the area under subsection (2)(c) is calculated in accordance with Part 2 of Schedule 2.
- (4) An area under subsection (2) must be set out in square feet and in square metres.

S1-33
第 621 章附表 1 —— 第 1 部
第 12 條Schedule 1—Part 1
Section 12S1-34
Cap. 621**12. 發展項目中的停車位的樓面平面圖**

- (1) 售樓說明書須遵照本條規定，列出第 19(2)(l) 條所指明的資料。
- (2) 發展項目中的停車位的每份樓面平面圖 ——
 - (a) 須顯示停車位的位置；
 - (b) 須述明停車位的數目；及
 - (c) 須述明每個停車位的尺寸及面積。

13. 臨時買賣合約的摘要

- (1) 售樓說明書須遵照本條規定，列出第 19(2)(m) 條所指明的資料。
- (2) 售樓說明書須載有臨時買賣合約中訂定以下事宜的條文的摘要 ——
 - (a) 在簽署該臨時合約時須支付款額為 5% 的臨時訂金；
 - (b) 買方在簽署該臨時合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身分持有；
 - (c) 如買方沒有於訂立該臨時合約的日期之後 5 個工作日內簽立買賣合約 ——
 - (i) 該臨時合約即告終止；
 - (ii) 有關的臨時訂金即予沒收；及
 - (iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

12. Floor plans of parking spaces in the development

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

13. Summary of preliminary agreement for sale and purchase

- (1) The sales brochure must set out the information specified in section 19(2)(m) in compliance with this section.
- (2) The sales brochure must contain a summary of the provisions of the preliminary agreement for sale and purchase that deal with the following matters—
 - (a) that a preliminary deposit of 5% is payable on the signing of that preliminary agreement;
 - (b) that the preliminary deposit paid by the purchaser on the signing of that preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders;
 - (c) that if the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement—
 - (i) that preliminary agreement is terminated;
 - (ii) the preliminary deposit is forfeited; and
 - (iii) the owner does not have any further claim against the purchaser for the failure.

S1-35
第 621 章附表 1 —— 第 1 部
第 14 條Schedule 1—Part 1
Section 14S1-36
Cap. 621**14. 公契的摘要**

- (1) 售樓說明書須遵照本條規定，列出第 19(2)(n) 條所指明的資料。
- (2) 售樓說明書須載有處理以下各項的公契擬稿或公契（視何者適用而定）的條文的摘要——
 - (a) 發展項目的公用部分；
 - (b) 分配予發展項目中的每個住宅物業的不分割份數的數目；
 - (c) 有關發展項目的管理人的委任年期；
 - (d) 管理開支按甚麼基準在發展項目中的住宅物業的擁有人之間分擔；
 - (e) 計算管理費按金的基準；
 - (f) 擁有人在發展項目中保留作自用的範圍（如有的話）。

15. 批地文件的摘要

- (1) 售樓說明書須遵照本條規定，列出第 19(2)(o) 條所指明的資料。
- (2) 售樓說明書須載有關於以下各項的批地文件的條文的摘要——
 - (a) 發展項目所位於的土地的地段編號；
 - (b) 有關租契規定的年期；
 - (c) 適用於該土地的用途限制；
 - (d) 按規定須興建並提供予政府或供公眾使用的設施；

14. Summary of deed of mutual covenant

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

15. Summary of land grant

- (1) The sales brochure must set out the information specified in section 19(2)(o) in compliance with this section.
- (2) The sales brochure must contain a summary of the provisions of the land grant concerning the following—
 - (a) the lot number of the land on which the development is situated;
 - (b) the term of years under the lease;
 - (c) the user restrictions applicable to that land;

S1-37
第 621 章附表 1 —— 第 1 部
第 16 條

- (e) 有關承授人在該土地內外鋪設、塑造或作環境美化的任何範圍，或興建或維持任何構築物或設施的責任；
- (f) 對買方造成負擔的租用條件。

16. 公共設施及公眾休憩用地的資料

- (1) 售樓說明書須遵照本條規定，列出第 19(2)(p) 條所指明的資料。
- (2) 售樓說明書 ——
 - (a) 須載有對根據批地文件規定須興建並提供予政府或供公眾使用的任何設施的描述；
 - (b) 須載有對根據批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何設施的描述；
 - (c) 須列出根據批地文件規定須由該項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地的大小；及
 - (d) 須載有該項目所位於的土地中為施行《建築物（規劃）規例》（第 123 章，附屬法例 F）第 22(1) 條而撥供公眾用途的任何部分的描述。
- (3) 售樓說明書須列出圖則 ——
 - (a) 以在切實可行範圍內，盡量顯示第 (2) 款所述的設施、休憩用地及土地中的該等部分的位置；及
 - (b) 而在該圖則上該等設施、休憩用地及土地中的該等部分以與批地文件或撥出私人地方供公眾使用的契據（視屬何情況而定）中相同的顏色、格式或圖案（視何者適用而定）著色或以陰影顯示。

Schedule 1—Part 1
Section 16S1-38
Cap. 621

- (d) the facilities that are required to be constructed and provided for the Government, or for public use;
- (e) the grantee's obligations to lay, form or landscape any areas, or to construct or maintain any structures or facilities, within or outside that land;
- (f) the lease conditions that are onerous to a purchaser.

16. Information on public facilities and public open spaces

- (1) The sales brochure must set out the information specified in section 19(2)(p) in compliance with this section.
- (2) The sales brochure—
 - (a) must contain a description of any facilities that are required under the land grant to be constructed and provided for the Government, or for public use;
 - (b) must contain a description of any facilities that are required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the development;
 - (c) must set out the size of any open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the development; and
 - (d) must contain a description of any part of the land (on which the development is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulations (Cap. 123 sub. leg. F).
- (3) The sales brochure must set out a plan—
 - (a) that shows the location of those facilities and open spaces, and those parts of the land, mentioned in subsection (2) as far as it is practicable to do so; and

S1-39
第 621 章

附表 1 —— 第 2 部

- (4) 售樓說明書須就第 (2) 款所述的供公眾使用的任何該等設施及休憩用地，及土地中的該等部分，述明公眾有權按照批地文件或撥出私人地方供公眾使用的契據（視屬何情況而定）使用該等設施或休憩用地，或土地中的該等部分。
- (5) 售樓說明書須就第 (2)(b) 或 (c) 款所述的任何該等設施及休憩用地，述明 ——
- (a) 該等設施或休憩用地按規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持；及
- (b) 該等擁有人按規定須以由有關住宅物業分攤的管理開支，應付管理、營運或維持該等設施或休憩用地的部分開支。
- (6) 售樓說明書須列出批地文件、撥出私人地方供公眾使用的契據及指明住宅物業的每一公契中關於第 (2) 款所述的該等設施、休憩用地及土地中的該等部分的條文。

第 2 部**須列出的額外資料 (參閱第 19(3) 條)**

Schedule 1—Part 2

S1-40
Cap. 621

- (b) that has those facilities and open spaces, and those parts of the land, coloured or shaded in the same colour, format or pattern (as applicable) as in the land grant or the deed of dedication (as the case may be).
- (4) The sales brochure must, in relation to any of those facilities and open spaces, and those parts of the land, mentioned in subsection (2) that are for public use, state that the general public has the right to use the facilities or open spaces, or the parts of the land, in accordance with the land grant or the deed of dedication (as the case may be).
- (5) The sales brochure must, in relation to any of those facilities and open spaces mentioned in subsection (2)(b) or (c), state—
- (a) that the facilities or open spaces are required to be managed, operated or maintained at the expense of the owners of the residential properties in the development; and
- (b) that those owners are required to meet a proportion of the expense of managing, operating or maintaining the facilities or open spaces through the management expenses apportioned to the residential properties concerned.
- (6) The sales brochure must set out the provisions of the land grant and the deed of dedication, and of every deed of mutual covenant in respect of the specified residential property, that concern those facilities and open spaces, and those parts of the land, mentioned in subsection (2).

Part 2**Additional Information Required to be Set Out
(See Section 19(3))**

S1-41
第 621 章附表 1 —— 第 2 部
第 17 條Schedule 1—Part 2
Section 17S1-42
Cap. 621**17. 對買方的警告**

- (1) 售樓說明書須建議買方聘用一間獨立的律師事務所(代表擁有人行事者除外)，以在交易中代表買方行事。
- (2) 售樓說明書須述明——
 - (a) 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見；
 - (b) 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突——
 - (i) 該律師事務所可能不能夠保障買方的利益；及
 - (ii) 買方可能要聘用一間獨立的律師事務所；及
 - (c) 如屬 (b)(ii) 段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

18. 發展項目中的建築物的橫截面圖

售樓說明書須就發展項目中的每幢建築物列出一份圖則，顯示——

- (a) 該建築物相對毗連該建築物的每條街道的橫截面；及
- (b) 每條上述街道與已知基準面和該建築物最低的一層住宅樓層的水平相對的水平。

17. Warning to purchasers

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

18. Cross-section plan of building in the development

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

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

S1-43
第 621 章附表 1 —— 第 2 部
第 19 條Schedule 1—Part 2
Section 19S1-44
Cap. 621**19. 立面圖**

- (1) 售樓說明書須列出顯示發展項目的所有立面的圖。
- (2) 顯示立面的圖須為彩色。
- (3) 顯示立面的圖須由該項目的認可人士證明該等立面 ——
 - (a) 以該人士所指明的日期的情況為準的該項目的經批准的建築圖則為基礎擬備；及
 - (b) 大致上與該項目的外觀一致。

20. 發展項目中的公用設施的資料

- (1) 售樓說明書須列出以下每項 (如有的話) 以平方呎及平方米計的面積 ——
 - (a) 住客會所 (包括供住客使用的任何康樂設施) ；
 - (b) 位於發展項目中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方 (不論是稱為公用空中花園或有其他名稱) ；
 - (c) 位於發展項目中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方 (不論是稱為有蓋及園景的遊樂場或有其他名稱) 。
- (2) 售樓說明書須列出第 (1)(a)、(b) 及 (c) 款所指明的每項設施是否有上蓋遮蓋。

21. 閱覽圖則及公契**19. Elevation plan**

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

20. Information on common facilities in the development

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

21. Inspection of plans and deed of mutual covenant

S1-45
第 621 章附表 1 —— 第 2 部
第 22 條

- (1) 售樓說明書須述明備有第 19(2)(h)(i) 或 (ii) 條所指明的關於發展項目的圖則的文本供閱覽的互聯網網站的網址。
- (2) 售樓說明書須述明 ——
 - (a) 以下文件的文本存放在指明住宅物業的售樓處，以供閱覽 ——
 - (i) (就未落成發展項目而言) 指明住宅物業的每一公契在將指明住宅物業提供出售的日期的最新擬稿；或
 - (ii) (就已落成發展項目而言) 以下兩項或其中一項 (視何者適用而定) ——
 - (A) 指明住宅物業每一已簽立的公契；
 - (B) 指明住宅物業的每一公契在將指明住宅物業提供出售的日期的最新擬稿；及
 - (b) 無須為閱覽付費。

22. 裝置、裝修物料及設備

- (1) 售樓說明書須就以下列表第 1 欄所指明的發展項目中的每一細項，在該列表第 2 欄中與該細項相對之處，列出指明的描述。
- (2) 售樓說明書須就以下列表所指明的發展項目中的第 4(a) 及 6 細項，載有一項賣方的承諾，其內容為如該項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

Schedule 1—Part 2
Section 22S1-46
Cap. 621

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

22. Fittings, finishes and appliances

- (1) The sales brochure must, in relation to each item in the development specified in column 1 of the following table, set out the description specified opposite to it in column 2 of the table.
- (2) The sales brochure must, in relation to items 4(a) and 6 in the development specified in the following table, contain an undertaking by the vendor that if lifts or appliances of the

S1-47
第 621 章附表 1 —— 第 2 部
第 22 條Schedule 1—Part 2
Section 22S1-48
Cap. 621

specified brand name or model number are not installed in the development, lifts or appliances of comparable quality will be installed.

列表

第 1 欄 細項	第 2 欄 描述
1. 外部裝修物料	
(a) 外牆	裝修物料的類型
(b) 窗	框及玻璃的用料
(c) 窗台	用料及窗台板的裝修物料
(d) 花槽	裝修物料的類型
(e) 陽台或露台	(i) 裝修物料的類型 (ii) 是否有蓋
(f) 乾衣設施	類型及用料
2. 室內裝修物料	
(a) 大堂	牆壁、地板及天花板的裝修物料的類型
(b) 內牆及天花板	客廳、飯廳及睡房的牆壁及天花板的裝修物料的類型
(c) 內部地板	客廳、飯廳及睡房的地板及牆腳線的用料
(d) 浴室	(i) 牆壁、地板及天花板的裝修物料的類型

Table

Column 1 Item	Column 2 Description
1. Exterior finishes	
(a) External wall	Type of finishes
(b) Window	Material of the frame and glass
(c) Bay window	Material and window sill finishes
(d) Planter	Type of finishes
(e) Verandah or balcony	(i) Type of finishes (ii) Whether it is covered
(f) Drying facilities for clothing	Type and material
2. Interior finishes	
(a) Lobby	Type of wall, floor and ceiling finishes
(b) Internal wall and ceiling	Type of wall and ceiling finishes for living room, dining room and bedroom
(c) Internal floor	Material of floor and skirting for living room, dining room and bedroom

Column 1 Item	Column 2 Description
(d) Bathroom	(i) Type of wall, floor and ceiling finishes (ii) Whether the wall finishes run up to the ceiling
(e) Kitchen	(i) Type of wall, floor, ceiling and cooking bench finishes (ii) Whether the wall finishes run up to the ceiling
3. Interior fittings	
(a) Doors	Material, finishes and accessories
(b) Bathroom	(i) Type and material of fittings and equipment (ii) Type and material of water supply system (iii) Type and material of bathing facilities (including shower or bath tub, if applicable) (iv) Size of bath tub, if applicable
(c) Kitchen	(i) Material of sink unit (ii) Material of water supply system

S1-51
第 621 章附表 1 —— 第 2 部
第 22 條

第 1 欄 細項	第 2 欄 描述
(d) 睡房	裝置 (包括嵌入式衣櫃) 的類型及用料
(e) 電話	接駁點的位置及數目
(f) 天線	接駁點的位置及數目
(g) 電力裝置	(i) 供電附件 (包括安全裝置) (ii) 導管是隱藏或外露 (iii) 電插座及空調機接駁點的位置及數目
(h) 氣體供應	類型、系統及位置
(i) 洗衣機接駁點	位置及設計
(j) 供水	(i) 水管的用料 (ii) 水管是隱藏或外露 (iii) 有否熱水供應

Schedule 1—Part 2
Section 22S1-52
Cap. 621

Column 1 Item	Column 2 Description
	(iii) Material and finishes of kitchen cabinet
	(iv) Type of all other fittings and equipment
(d) Bedroom	Type and material of fittings (including built-in wardrobe)
(e) Telephone	Location and number of connection points
(f) Aerials	Location and number of connection points
(g) Electrical installations	(i) Electrical fittings (including safety devices) (ii) Whether conduits are concealed or exposed (iii) Location and number of power points and air-conditioner points
(h) Gas supply	Type, system and location
(i) Washing machine connection point	Location and design
(j) Water supply	(i) Material of water pipes (ii) Whether water pipes are concealed or exposed (iii) Whether hot water is available

S1-53
第 621 章附表 1 —— 第 2 部
第 23 條

第 1 欄 細項	第 2 欄 描述
4. 雜項	
(a) 升降機	(i) 品牌名稱及產品型號 (ii) 升降機的數目及到達的樓層
(b) 信箱	用料
(c) 垃圾收集	(i) 垃圾收集的方法 (ii) 垃圾房的位置
(d) 水錶、電錶及氣體錶	(i) 位置 (ii) 就住宅單位而言是獨立抑或公用的錶
5. 保安設施	保安系統及設備 (包括嵌入式的裝備的細節及其位置)
6. 設備	品牌名稱及產品型號 (編輯修訂——2019 年第 6 號編輯修訂紀錄)

23. 服務協議

售樓說明書須列出關於以下協議的資料：就向指明住宅物業提供公用服務設施而與任何公用事業公司簽訂的任何協議。

Schedule 1—Part 2
Section 23S1-54
Cap. 621

Column 1 Item	Column 2 Description
4. Miscellaneous	
(a) Lifts	(i) Brand name and model number (ii) Number and floors served by them
(b) Letter box	Material
(c) Refuse collection	(i) Means of refuse collection (ii) Location of refuse room
(d) Water meter, electricity meter and gas meter	(i) Location (ii) Whether they are separate or communal meters for residential properties
5. Security facilities	Security system and equipment (including details of built-in provisions and their locations)
6. Appliances	Brand name and model number (Amended E.R. 6 of 2019)

23. Service agreements

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

S1-55
第 621 章附表 1 —— 第 2 部
第 24 條Schedule 1—Part 2
Section 24S1-56
Cap. 621**24. 地稅**

售樓說明書須述明擁有人就指明住宅物業繳付地稅的法律責任的終止日期。

25. 買方的雜項付款**(1) 售樓說明書 ——**

- (a) 須述明在向買方交付指明住宅物業在空置情況下的管有權時，買方須負責向擁有人補還水、電力及氣體的按金；及
- (b) 須述明在交付時，買方是否須向擁有人支付清理廢料的費用。

(2) 縱使在售樓說明書的印製日期，上述按金或費用的款額尚未確定，第 (1) 款仍適用。

26. 欠妥之處的保養責任期

售樓說明書須述明按買賣合約的規定，賣方在甚麼期間內，有法律責任補救指明住宅物業的欠妥之處。

27. 斜坡維修

(1) 如批地文件規定，發展項目中的住宅物業的擁有人須自費維修任何斜坡，售樓說明書 ——

- (a) 須述明該規定的條款；
- (b) 須述明每名擁有人均須分擔維修工程的費用；
- (c) 須列出圖則，顯示 ——
 - (i) 該斜坡；及

24. Government rent

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

25. Miscellaneous payments by purchaser**(1) The sales brochure—**

- (a) must state that, on the delivery of the vacant possession of the specified residential property to the purchaser, the purchaser is liable to reimburse the owner for the deposits for water, electricity and gas; and
- (b) must state whether, on that delivery, the purchaser is also liable to pay to the owner a debris removal fee.

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

26. Defect liability warranty period

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

27. Maintenance of slopes

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

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

S1-57
第 621 章

附表 1 —— 第 3 部

- (ii) 已經或將會在該項目所位於的土地之內或之外建造的任何護土牆或有關構築物；及
- (d) 須符合第 (3) 款的規定。
- (2) 如擁有人已承諾擁有人自費就發展項目維修任何斜坡，售樓說明書 ——
 - (a) 須述明該承諾的條款；及
 - (b) 須列出圖則，顯示 ——
 - (i) 該斜坡；及
 - (ii) 已經或將會在該項目所位於的土地之內或之外建造的任何護土牆或有關構築物。
- (3) 如根據公契，發展項目的管理人獲擁有人授權進行維修工程，售樓說明書須述明此事實。

28. 修訂

如擁有人已向政府提出申請修訂批地文件，而該申請未獲批准，售樓說明書須述明 ——

- (a) 尋求的修訂的性質；及
- (b) 尋求修訂的條件。

第 3 部

在規定列出的資料之後的進一步資料
(參閱第 21(1) 條)

Schedule 1—Part 3

S1-58
Cap. 621

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

28. Modification

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

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

Part 3

Further Information to Follow Information Required to
be Set Out

S1-59
第 621 章附表 1 —— 第 4 部
第 30 條Schedule 1—Part 4
Section 30S1-60
Cap. 621**(See Section 21(1))****29. 申請建築物總樓面面積寬免的資料**

- (1) 在列出第 21(1) 條所指明的資料時，售樓說明書須符合本條的規定。
- (2) 售樓說明書須列出 ——
 - (a) 行使有關權力或給予有關准許所關乎的範圍的資料；
 - (b) 有關建築物的環境評估；及
 - (c) 發展項目的公用部分的預計能量表現或消耗的資料。

附註 ——

根據第 88 條，監督有權發出指引，為本條的施行提供指引。

第 4 部**其他進一步資料
(參閱第 21(3) 條)****30. 先前鳥瞰照片**

- (1) 除第 19(2)(g) 條所指明的發展項目的最新鳥瞰照片外，售樓說明書可列出該項目的先前鳥瞰照片。
- (2) 在根據第 (1) 款列出發展項目的任何先前鳥瞰照片時，售樓說明書須符合第 (3) 款的規定。
- (3) 售樓說明書 ——
 - (a) 須在列出第 19(2)(g) 條所指明的發展項目的最新鳥瞰照片的該說明書的部分，列出該項目的任何先前鳥瞰照片；及

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

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

Note—

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

Part 4**Other Further Information
(See Section 21(3))****30. Previous aerial photograph**

- (1) The sales brochure may, in addition to the latest aerial photograph of the development specified in section 19(2)(g), set out any previous aerial photograph of the development.
- (2) In setting out any previous aerial photograph of the development under subsection (1), the sales brochure must comply with subsection (3).
- (3) The sales brochure—
 - (a) must set out any previous aerial photograph of the development in that part of the sales brochure that sets

S1-61
第 621 章

附表 1 —— 第 5 部
第 32 條

- (b) 須遵照本附表第 7 條列出先前鳥瞰照片，猶如該條提述有關發展項目的鳥瞰照片，是提述該項目的先前鳥瞰照片。

31. 其他公用設施

- (1) 除本附表第 20 條所指明的公用設施的資料外，售樓說明書可列出任何其他供共同享用的設施或範圍的資料。
- (2) 售樓說明書須遵照第 (3) 款的規定，列出上述資料。
- (3) 售樓說明書 ——
 - (a) 須在該說明書中列出本附表第 20 條所指明的公用設施的部分，列出該等資料；及
 - (b) 須遵照該條的規定列出該等資料時，猶如該條提述公用設施，是提述該等其他供共同享用的設施及範圍。

第 5 部

附表 1 的適用範圍

32. 本附表如何適用於分期發展項目

- (1) 如發展項目分為 2 期或多於 2 期，本附表第 1、2、3 及 4 部適用於有關指明住宅物業所屬的期數的售樓說明書，猶如 ——

Schedule 1—Part 5
Section 32

S1-62
Cap. 621

out the latest aerial photograph of the development specified in section 19(2)(g); and

- (b) must do so in compliance with section 7 of this Schedule as if the reference in that section to an aerial photograph of the development were a reference to the previous aerial photograph of the development.

31. Other common facilities

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

Part 5

Application of Schedule 1

32. Application of this Schedule in case of phased development

- (1) If the development is divided into 2 or more phases, Parts 1, 2, 3 and 4 of this Schedule apply to the sales brochure for the phase of which the specified residential property forms part as if—

S1-63
第 621 章附表 1 —— 第 5 部
第 33 條

- (a) 該等部提述未落成發展項目，是提述未落成期數；
 - (b) 該等部提述已落成發展項目，是提述已落成期數；
 - (c) 該等部提述尚待符合條件的已落成發展項目，是提述尚待符合條件的已落成期數；及
 - (d) 除第 (2) 款另有規定外，該等部提述該項目，是提述指明住宅物業所屬的期數。
- (2) 第 (1)(d) 款不適用於在本附表第 6、8 及 9 條中對有關發展項目的提述。

33. 本附表如何適用於指明新界發展項目 如發展項目屬指明新界發展項目 ——

- (a) 本附表第 1 部適用，猶如在本附表第 1(3)(b) 及 (4)(b) 條中已刪去“該項目的經批准的建築圖則所規定的”及在本附表第 10(2)(c) 條中已刪去“按該項目的經批准的建築圖則所規定者，”一樣；及
- (b) 本附表第 2 部適用，猶如本附表第 19(3)(a) 條已刪去一樣。

Schedule 1—Part 5
Section 33S1-64
Cap. 621

- (a) a reference in those Parts to an uncompleted development were a reference to an uncompleted phase;
 - (b) a reference in those Parts to a completed development were a reference to a completed phase;
 - (c) a reference in those Parts to a completed development pending compliance were a reference to a completed phase pending compliance; and
 - (d) subject to subsection (2), a reference in those Parts to the development were a reference to the phase of which the specified residential property forms part.
- (2) Subsection (1)(d) does not apply to a reference in sections 6, 8 and 9 of this Schedule to the development.

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

If the development is a specified NT development—

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

S2-1
第 621 章

附表 2 —— 第 1 部

Schedule 2—Part 1

S2-2
Cap. 621

附表 2

[第 8、31 及 95 條及附表 1]

為實用面積的定義目的而指明的項目

第 1 部

1. 空調機房
2. 窗台
3. 閣樓
4. 平台
5. 花園
6. 停車位
7. 天台
8. 梯屋
9. 前庭
10. 庭院

第 2 部

1. 窗台的面積 ——
 - (a) 須從圍封該窗台的圍封牆或玻璃窗的外面，及從有關住宅物業的牆壁與該窗台的交界點正下方的該物業的地面的一點開始量度；及
 - (b) 不包括該牆壁所覆蓋的面積。
2. 閣樓或梯屋的面積 ——

Schedule 2

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

Items Specified for Purposes of Definition of *saleable area*

Part 1

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

Part 2

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

S2-3

附表 2 —— 第 2 部

第 621 章

- (a) 須從圍封該閣樓或梯屋的圍封牆的內面開始量度；及
 - (b) 包括該閣樓或梯屋內部的間隔及柱的面積。
3. 停車位的面積，須從其界線的中央或（如適用的話）將其圍封的圍封牆的內面開始量度。
4. 空調機房、平台、花園、天台、前庭或庭院的面積須從 ——
- (a) 其邊界線的內部；或
 - (b) （如邊界線是牆壁）該牆壁的內面，
- 開始量度。
-

Schedule 2—Part 2

S2-4

Cap. 621

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

S3-1
第 621 章

附表 3

Schedule 3

S3-2
Cap. 621

附表 3

[第 17、25、32 及 95 條]

為施行第 17(3)、25(4)(a) 及 32(4)(a) 條而指明的當局

1. 監督

Schedule 3

[ss. 17, 25, 32 & 95]

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

1. The Authority

S4-1
第 621 章

附表 4 —— 第 1 部

Schedule 4—Part 1

S4-2
Cap. 621

附表 4

[第 9、54、56、57 及 95 條]

臨時買賣合約須載有的條文

第 1 部

1. In this Preliminary Agreement —
 - (a) “saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap. 621);
 - (b) “working day” has the meaning given by section 2(1) of that Ordinance;
 - (c) the floor area of an item under clause 8(a) is calculated in accordance with section 8(3) of that Ordinance; and
 - (d) the area of an item under clause 8(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
2. The purchase price of the Property is HK\$*[insert amount]*, which shall be paid by the Purchaser to the Vendor in the manner as follows —

Preliminary deposit in the sum of HK\$*[insert amount]*, which is equal to 5% of the purchase price shall be paid upon signing of this Preliminary Agreement.
3. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholder.

Schedule 4

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

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

Part 1

1. In this Preliminary Agreement —
 - (a) “saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap. 621);
 - (b) “working day” has the meaning given by section 2(1) of that Ordinance;
 - (c) the floor area of an item under clause 8(a) is calculated in accordance with section 8(3) of that Ordinance; and
 - (d) the area of an item under clause 8(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
2. The purchase price of the Property is HK\$*[insert amount]*, which shall be paid by the Purchaser to the Vendor in the manner as follows —

Preliminary deposit in the sum of HK\$*[insert amount]*, which is equal to 5% of the purchase price shall be paid upon signing of this Preliminary Agreement.
3. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholder.

S4-3
第 621 章

附表 4 —— 第 1 部

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

Schedule 4—Part 1

S4-4
Cap. 621

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

S4-5
第 621 章

附表 4 —— 第 1 部

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

9. The sale and purchase of the Property includes the fittings, finishes and appliances as follows —

Schedule 4—Part 1

S4-6
Cap. 621

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

9. The sale and purchase of the Property includes the fittings, finishes and appliances as follows—

S4-7
第 621 章

附表 4 —— 第 1 部

[insert fittings, finishes and appliances].

10. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
11. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 12 and fully understands its contents.
12. For the purposes of clause 11, the following is the "Warning to Purchasers" —
 - (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.

如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
 - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.

你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
 - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.

Schedule 4—Part 1

S4-8
Cap. 621*[insert fittings, finishes and appliances].*

10. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
11. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 12 and fully understands its contents.
12. For the purposes of clause 11, the following is the "Warning to Purchasers"—
 - (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.

如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
 - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.

你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
 - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.

S4-9
第 621 章

附表 4 —— 第 2 部

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

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

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

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

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

* Delete as appropriate.

第 2 部

1. 在本臨時合約中 ——

- (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
(b) “工作日”具有該條例第 2(1) 條給予該詞的涵義；
(c) 第 8(a) 條所指的項目的樓面面積，按照該條例第 8(3) 條計算；及

Schedule 4—Part 2

S4-10
Cap. 621

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

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

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

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

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

* Delete as appropriate.

Part 2

1. 在本臨時合約中 ——

- (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
(b) “工作日”具有該條例第 2(1) 條給予該詞的涵義；
(c) 第 8(a) 條所指的項目的樓面面積，按照該條例第 8(3) 條計算；及

S4-11
第 621 章

附表 4 —— 第 2 部

- (d) 第 8(b) 條所指的項目的面積，按照該條例附表 2 第 2 部計算。
2. 本物業的售價為港幣 [填上款額] 元，並須由買方按以下方式付予賣方 ——
為數港幣 [填上款額] 元 (即售價的 5%) 的臨時訂金，須於簽署本臨時合約時支付。
3. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
4. 按訂約雙方的意向，本臨時合約將會由一份買賣合約 (“ 正式合約 ”) 取代，正式合約須 ——
(a) 由買方於 [填上日期] (即本臨時合約的簽署日期之後的第五個工作日) 或之前簽立；及
(b) 由賣方於 [填上日期] (即本臨時合約的簽署日期之後的第八個工作日) 或之前簽立。
5. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅 (如有的話)，由 * 賣方 / 買方承擔。
6. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅 (如有的話)，由 * 賣方 / 買方承擔。
7. 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約 ——
(a) 本臨時合約即告終止；
(b) 買方支付的臨時訂金，即被沒收歸於賣方；及
(c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。

Schedule 4—Part 2

S4-12
Cap. 621

- (d) 第 8(b) 條所指的項目的面積，按照該條例附表 2 第 2 部計算。
2. 本物業的售價為港幣 [填上款額] 元，並須由買方按以下方式付予賣方 ——
為數港幣 [填上款額] 元 (即售價的 5%) 的臨時訂金，須於簽署本臨時合約時支付。
3. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
4. 按訂約雙方的意向，本臨時合約將會由一份買賣合約 (“ 正式合約 ”) 取代，正式合約須 ——
(a) 由買方於 [填上日期] (即本臨時合約的簽署日期之後的第五個工作日) 或之前簽立；及
(b) 由賣方於 [填上日期] (即本臨時合約的簽署日期之後的第八個工作日) 或之前簽立。
5. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅 (如有的話)，由 * 賣方 / 買方承擔。
6. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅 (如有的話)，由 * 賣方 / 買方承擔。
7. 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約 ——
(a) 本臨時合約即告終止；
(b) 買方支付的臨時訂金，即被沒收歸於賣方；及
(c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。

S4-13
第 621 章

附表 4 —— 第 2 部

8. 本物業的量度尺寸如下 ——
- (a) 本物業的實用面積為 [填上數字] 平方米 / [填上數字] 平方呎 * [, 其中 ——]
 * [[填上數字] 平方米 / [填上數字] 平方呎為露台的樓面面積] ;
 * [[填上數字] 平方米 / [填上數字] 平方呎為工作平台的樓面面積] ;
 * [[填上數字] 平方米 / [填上數字] 平方呎為陽台的樓面面積] ; 及
- (b) 其他量度尺寸為 ——
 * [空調機房的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [窗台的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [閣樓的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [平台的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [花園的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [停車位的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [天台的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [梯屋的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [前庭的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [庭院的面積為 [填上數字] 平方米 / [填上數字] 平方呎] 。
9. 本物業買賣所包括的裝置、裝修物料及設備如下 ——
 [填上裝置、裝修物料及設備] 。
10. 在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下,賣方不得限制買方根據法律就業權提出要求或反對的權利。

Schedule 4—Part 2

S4-14
Cap. 621

8. 本物業的量度尺寸如下 ——
- (a) 本物業的實用面積為 [填上數字] 平方米 / [填上數字] 平方呎 * [, 其中 ——]
 * [[填上數字] 平方米 / [填上數字] 平方呎為露台的樓面面積] ;
 * [[填上數字] 平方米 / [填上數字] 平方呎為工作平台的樓面面積] ;
 * [[填上數字] 平方米 / [填上數字] 平方呎為陽台的樓面面積] ; 及
- (b) 其他量度尺寸為 ——
 * [空調機房的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [窗台的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [閣樓的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [平台的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [花園的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [停車位的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [天台的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [梯屋的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [前庭的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [庭院的面積為 [填上數字] 平方米 / [填上數字] 平方呎] 。
9. 本物業買賣所包括的裝置、裝修物料及設備如下 ——
 [填上裝置、裝修物料及設備] 。
10. 在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下,賣方不得限制買方根據法律就業權提出要求或反對的權利。

S4-15
第 621 章

附表 4 —— 第 2 部

11. 買方已確認收到第 12 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。

12. 就第 11 條而言，“對買方的警告”內容如下 ——

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

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

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

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

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

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

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

If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and

Schedule 4—Part 2

S4-16
Cap. 621

11. 買方已確認收到第 12 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。

12. 就第 11 條而言，“對買方的警告”內容如下 ——

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

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

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

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

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

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

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

If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and

S4-17
第 621 章

附表 4 —— 第 2 部

you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.

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

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

* 將不適用者刪去。

(編輯修訂 —— 2012 年第 2 號編輯修訂紀錄)

Schedule 4—Part 2

S4-18
Cap. 621

you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.

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

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

* 將不適用者刪去。

(Amended E.R. 2 of 2012)

S5-1
第 621 章

附表 5 —— 第 1 部

Schedule 5—Part 1

S5-2
Cap. 621

附表 5

[第 9、35、55、56、57 及
95 條]

買賣合約須載有的條文 (未落成發展項目)

第 1 部

1. In this Agreement —
 - (a) “Authorized Person” means the authorized person of the “Phase/Development within the meaning given by section 2 of the Residential Properties (First-hand Sales) Ordinance (Cap. 621);
 - *[(b) “Building Mortgage” means the *[insert description of the instrument]* dated *[insert date of instrument]* and registered in the Land Registry by Memorial No. *[insert memorial number]*;]
 - (c) “building plans” —
 - (i) means the plans prepared by the Authorized Person in respect of the “Phase/Development and approved by the Building Authority; and
 - (ii) includes any approved amendments to the plans mentioned in paragraph (i);
 - (d) “business day” means a day —
 - (i) that is not a Saturday, Sunday or public holiday; and
 - (ii) on which banks are open for business in the Hong Kong Special Administrative Region;

Schedule 5

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

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

Part 1

1. In this Agreement —
 - (a) “Authorized Person” means the authorized person of the “Phase/Development within the meaning given by section 2 of the Residential Properties (First-hand Sales) Ordinance (Cap. 621);
 - *[(b) “Building Mortgage” means the *[insert description of the instrument]* dated *[insert date of instrument]* and registered in the Land Registry by Memorial No. *[insert memorial number]*;]
 - (c) “building plans” —
 - (i) means the plans prepared by the Authorized Person in respect of the “Phase/Development and approved by the Building Authority; and
 - (ii) includes any approved amendments to the plans mentioned in paragraph (i);
 - (d) “business day” means a day —
 - (i) that is not a Saturday, Sunday or public holiday; and
 - (ii) on which banks are open for business in the Hong Kong Special Administrative Region;

S5-3
第 621 章

附表 5 —— 第 1 部

- (e) “Certificate of Compliance” means the certificate issued or to be issued by or on behalf of the Director of Lands to the effect that all the positive obligations of the Vendor under the Government Grant in relation to the land have been complied with;
- (f) “Construction Costs” means the aggregate of —
- (i) any sum incurred or to be incurred in connection with any works done or to be done, and materials or goods supplied or to be supplied, in connection with the site formation on the land and the substructure and superstructure construction for the ¹Phase/Development (including the communal ^{*}[and recreational] facilities as set out in clause 32), and the making of the ¹Phase/Development fit to qualify for the issue of an Occupation Document ^π[and to comply with the conditions of the Government Grant ^Σ[in so far as they relate to the Phase]];
 - (ii) any sums needed to be incurred by the Vendor to install the fittings, finishes and appliances of the ¹Phase/Development (including the fittings, finishes and appliances as set out in clause 31) and in making every unit in the ¹Phase/Development ready for handover to purchasers on completion of the sale and purchase; and
 - (iii) any other sums (excluding Professional Fees) which in the reasonable opinion of the Authorized Person needed to be incurred to complete the ¹Phase/Development to qualify for the issue of an Occupation Document and to comply with ^π[the conditions of the Government Grant ^Σ[in so far as they relate to the Phase] and] this Agreement;
- (g) “Development” means *[insert brief description of the development giving as much information as reasonably practicable so that a purchaser will have a general*

Schedule 5—Part 1

S5-4
Cap. 621

- (e) “Certificate of Compliance” means the certificate issued or to be issued by or on behalf of the Director of Lands to the effect that all the positive obligations of the Vendor under the Government Grant in relation to the land have been complied with;
- (f) “Construction Costs” means the aggregate of —
- (i) any sum incurred or to be incurred in connection with any works done or to be done, and materials or goods supplied or to be supplied, in connection with the site formation on the land and the substructure and superstructure construction for the ¹Phase/Development (including the communal ^{*}[and recreational] facilities as set out in clause 32), and the making of the ¹Phase/Development fit to qualify for the issue of an Occupation Document ^π[and to comply with the conditions of the Government Grant ^Σ[in so far as they relate to the Phase]];
 - (ii) any sums needed to be incurred by the Vendor to install the fittings, finishes and appliances of the ¹Phase/Development (including the fittings, finishes and appliances as set out in clause 31) and in making every unit in the ¹Phase/Development ready for handover to purchasers on completion of the sale and purchase; and
 - (iii) any other sums (excluding Professional Fees) which in the reasonable opinion of the Authorized Person needed to be incurred to complete the ¹Phase/Development to qualify for the issue of an Occupation Document and to comply with ^π[the conditions of the Government Grant ^Σ[in so far as they relate to the Phase] and] this Agreement;
- (g) “Development” means *[insert brief description of the development giving as much information as reasonably practicable so that a purchaser will have a general*

S5-5
第 621 章

附表 5 —— 第 1 部

understanding as to the nature and composition of the development, the communal and recreational facilities (if any) provided in the development, and other special features (if any), etc.] now being constructed or to be constructed on the land and intended to be known as “[insert name of the development]”;

*[(h) “Exclusion Order”—

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

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

- (i) the last day of the period within which the Development is required to be completed under the *Government Grant/Exclusion Order/Redevelopment Order; or
- (ii) if that period has been extended by the Government, the last day of the extended period;]

(j) “Government” means the Government of the Hong Kong Special Administrative Region;

(k) “Government Grant” means *[insert description of the instrument]*;

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

(m) “Occupation Document”—

- (i) where the Development is a Relevant NTEH Development, means the letter to be issued by the Director of Lands confirming that the Director of Lands has no objection to every building in the “Phase/Development being occupied; or

Schedule 5—Part 1

S5-6
Cap. 621

understanding as to the nature and composition of the development, the communal and recreational facilities (if any) provided in the development, and other special features (if any), etc.] now being constructed or to be constructed on the land and intended to be known as “[insert name of the development]”;

*[(h) “Exclusion Order”—

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

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

- (i) the last day of the period within which the Development is required to be completed under the *Government Grant/Exclusion Order/Redevelopment Order; or
- (ii) if that period has been extended by the Government, the last day of the extended period;]

(j) “Government” means the Government of the Hong Kong Special Administrative Region;

(k) “Government Grant” means *[insert description of the instrument]*;

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

(m) “Occupation Document”—

- (i) where the Development is a Relevant NTEH Development, means the letter to be issued by the Director of Lands confirming that the Director of Lands has no objection to every building in the “Phase/Development being occupied; or

S5-7
第 621 章

附表 5 —— 第 1 部

- (ii) in any other case, means the occupation permit or temporary occupation permit to be issued by the Building Authority under section 21 of the Buildings Ordinance (Cap. 123) for every building in the "Phase/Development";
- (n) "office hours" means the period beginning at 10 a.m. of a day and ending at 4:30 p.m. of the same day;
- ^β[(o) "Phase" means Phase [*insert phase number*] of the Development comprising [*insert description of buildings comprising the Phase*];]
- (p) "Professional Fees" means any sums incurred or to be incurred by the Vendor for the employment of the Authorized Person and other professional persons or consultants in relation to completion of the "Phase/Development";
- *[(q) "Redevelopment Order"—
 - (i) means *a redevelopment order (as defined by the Demolished Buildings (Re-development of Sites) Ordinance (Cap. 337))/an order for sale (as defined by the Land (Compulsory Sale for Redevelopment) Ordinance (Cap. 545)), dated [*insert date of instrument*] and registered in the Land Registry by Memorial No. [*insert memorial number*]; and
 - (ii) includes any order amending that *redevelopment order/order for sale;]
- (r) "Relevant NTEH Development" means a specified NT development as defined in section 5 of the Residential Properties (First-hand Sales) Ordinance (Cap. 621) where, under the Government Grant, the consent of the Director of Lands is not required to be given for this sale and purchase; and
- (s) "Vendor's Solicitors" means Messrs. [*insert name of solicitors' firm of the vendor*].

Schedule 5—Part 1

S5-8
Cap. 621

- (ii) in any other case, means the occupation permit or temporary occupation permit to be issued by the Building Authority under section 21 of the Buildings Ordinance (Cap. 123) for every building in the "Phase/Development";
- (n) "office hours" means the period beginning at 10 a.m. of a day and ending at 4:30 p.m. of the same day;
- ^β[(o) "Phase" means Phase [*insert phase number*] of the Development comprising [*insert description of buildings comprising the Phase*];]
- (p) "Professional Fees" means any sums incurred or to be incurred by the Vendor for the employment of the Authorized Person and other professional persons or consultants in relation to completion of the "Phase/Development";
- *[(q) "Redevelopment Order"—
 - (i) means *a redevelopment order (as defined by the Demolished Buildings (Re-development of Sites) Ordinance (Cap. 337))/an order for sale (as defined by the Land (Compulsory Sale for Redevelopment) Ordinance (Cap. 545)), dated [*insert date of instrument*] and registered in the Land Registry by Memorial No. [*insert memorial number*]; and
 - (ii) includes any order amending that *redevelopment order/order for sale;]
- (r) "Relevant NTEH Development" means a specified NT development as defined in section 5 of the Residential Properties (First-hand Sales) Ordinance (Cap. 621) where, under the Government Grant, the consent of the Director of Lands is not required to be given for this sale and purchase; and
- (s) "Vendor's Solicitors" means Messrs. [*insert name of solicitors' firm of the vendor*].

S5-9
第 621 章

附表 5 —— 第 1 部

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 clause 18(a) is calculated in accordance with section 8(3) of that Ordinance; and
 - (c) the area of an item under clause 18(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
3. The purchase price is HK\$[*insert amount*], payable by the Purchaser to the Vendor’s Solicitors as stakeholders as follows —
[*insert payment terms in such a way that the operation of clause 15 will not be affected*].
4. The Vendor shall —
- (a) continue the construction of the Development with all due expedition;
 - (b) comply with the requirements of the Building Authority (where applicable) and of any other relevant Government authority relating to the Development; and
 - (c) complete the ⁰Phase/Development in all respects in compliance with ^π[the conditions of the Government Grant ^²[in so far as they relate to the Phase] and] ^ψ[the conditions subject to which a certificate of exemption is issued under the Buildings Ordinance (Application to the New Territories) Ordinance (Cap. 121) and] the building plans (if any) on or before the [*insert the estimated material date for the development, or the estimated material date for the phase (in the case of a phase of a phased development, other than the final phase of a phased development where, under the Government Grant, the consent of the Director of Lands*

Schedule 5—Part 1

S5-10
Cap. 621

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 clause 18(a) is calculated in accordance with section 8(3) of that Ordinance; and
 - (c) the area of an item under clause 18(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
3. The purchase price is HK\$[*insert amount*], payable by the Purchaser to the Vendor’s Solicitors as stakeholders as follows —
[*insert payment terms in such a way that the operation of clause 15 will not be affected*].
4. The Vendor shall —
- (a) continue the construction of the Development with all due expedition;
 - (b) comply with the requirements of the Building Authority (where applicable) and of any other relevant Government authority relating to the Development; and
 - (c) complete the ⁰Phase/Development in all respects in compliance with ^π[the conditions of the Government Grant ^²[in so far as they relate to the Phase] and] ^ψ[the conditions subject to which a certificate of exemption is issued under the Buildings Ordinance (Application to the New Territories) Ordinance (Cap. 121) and] the building plans (if any) on or before the [*insert the estimated material date for the development, or the estimated material date for the phase (in the case of a phase of a phased development, other than the final phase of a phased development where, under the Government Grant, the consent of the Director of Lands*

S5-11
第 621 章

附表 5 —— 第 1 部

is required to be given to the Vendor to enter into this Agreement), as provided by the Authorized Person—see sections 2(1) and 3(3) of the Residential Properties (First-hand Sales) Ordinance (Cap. 621) for the meanings of “material date” and “phased development”] subject to such extensions of time as may be granted by the Authorized Person in accordance with clause 10.

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

Schedule 5—Part 1

S5-12
Cap. 621

is required to be given to the Vendor to enter into this Agreement), as provided by the Authorized Person—see sections 2(1) and 3(3) of the Residential Properties (First-hand Sales) Ordinance (Cap. 621) for the meanings of “material date” and “phased development”] subject to such extensions of time as may be granted by the Authorized Person in accordance with clause 10.

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

S5-13
第 621 章

附表 5 —— 第 1 部

repayment of such amounts and interest to be in full and final settlement of all claims by the Purchaser against the Vendor under this Agreement.]

7. Subject to clause 8, if the Vendor fails to complete the ^oPhase/Development by the date specified in clause 4(c) as extended by any extensions of time granted by the Authorized Person under clause 10, the Purchaser is at liberty, in addition to any other remedy that the Purchaser may have, by notice in writing to the Vendor to rescind this Agreement and upon service of such notice, this Agreement is rescinded, and the Vendor shall, within 7 days after the rescission, repay to the Purchaser all amounts paid by the Purchaser under this Agreement together with interest on those amounts at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time from the date or dates on which such amounts were paid up to the date of repayment, the repayment of such amounts and interest to be in full and final settlement of all claims by the Purchaser against the Vendor under this Agreement.
8. If the Purchaser does not rescind this Agreement under clause 7 within 28 days after the date specified in clause 4(c) or any extended date under clause 10, the Purchaser is deemed, without prejudice to the Purchaser's rights under clause 9, to have elected to wait for completion of the ^oPhase/Development. In such event the Vendor shall pay to the Purchaser interest at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time on all amounts paid under this Agreement from the date following the date specified in clause 4(c) or any extended date under clause 10 up to the date of completion of the ^oPhase/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.

Schedule 5—Part 1

S5-14
Cap. 621

repayment of such amounts and interest to be in full and final settlement of all claims by the Purchaser against the Vendor under this Agreement.]

7. Subject to clause 8, if the Vendor fails to complete the ^oPhase/Development by the date specified in clause 4(c) as extended by any extensions of time granted by the Authorized Person under clause 10, the Purchaser is at liberty, in addition to any other remedy that the Purchaser may have, by notice in writing to the Vendor to rescind this Agreement and upon service of such notice, this Agreement is rescinded, and the Vendor shall, within 7 days after the rescission, repay to the Purchaser all amounts paid by the Purchaser under this Agreement together with interest on those amounts at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time from the date or dates on which such amounts were paid up to the date of repayment, the repayment of such amounts and interest to be in full and final settlement of all claims by the Purchaser against the Vendor under this Agreement.
8. If the Purchaser does not rescind this Agreement under clause 7 within 28 days after the date specified in clause 4(c) or any extended date under clause 10, the Purchaser is deemed, without prejudice to the Purchaser's rights under clause 9, to have elected to wait for completion of the ^oPhase/Development. In such event the Vendor shall pay to the Purchaser interest at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time on all amounts paid under this Agreement from the date following the date specified in clause 4(c) or any extended date under clause 10 up to the date of completion of the ^oPhase/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.

S5-15
第 621 章

附表 5 —— 第 1 部

9. Despite clauses 7 and 8, if the ^oPhase/Development is not completed within a period of 6 months from the date specified in clause 4(c) or any extended date under clause 10, the Purchaser is at liberty either to rescind this Agreement in which event the provisions of clause 7 relating to repayment and interest apply or to await the completion of the ^oPhase/Development in which event the provisions of clause 8 relating to the payment of interest apply.
10. The Vendor is entitled to such extensions of time for completion of the ^oPhase/Development beyond the date specified in clause 4(c) as granted by the Authorized Person and appear to the Authorized Person to be reasonable having regard to delays caused exclusively by any one or more of the following reasons —
- (a) strike or lock-out of workmen;
 - (b) riots or civil commotion;
 - (c) force majeure or Act of God;
 - (d) fire or other accident beyond the Vendor's control;
 - (e) war; or
 - (f) inclement weather.
- For the purpose of this Clause, “inclement weather” means rainfall in excess of 20 millimetres in a twenty-four hour period (mid-night to mid-night) as recorded at the Hong Kong Observatory, or the issue of a Black Rainstorm Warning Signal, or the hoisting of Typhoon Signal No. 8 or above, at any time between the hours of 8 a.m. and 5 p.m.
11. The Vendor shall within 14 days after the issue of any such extensions of time granted by the Authorized Person under clause 10 furnish the Purchaser with a copy of the relevant certificate of extension.

Schedule 5—Part 1

S5-16
Cap. 621

9. Despite clauses 7 and 8, if the ^oPhase/Development is not completed within a period of 6 months from the date specified in clause 4(c) or any extended date under clause 10, the Purchaser is at liberty either to rescind this Agreement in which event the provisions of clause 7 relating to repayment and interest apply or to await the completion of the ^oPhase/Development in which event the provisions of clause 8 relating to the payment of interest apply.
10. The Vendor is entitled to such extensions of time for completion of the ^oPhase/Development beyond the date specified in clause 4(c) as granted by the Authorized Person and appear to the Authorized Person to be reasonable having regard to delays caused exclusively by any one or more of the following reasons —
- (a) strike or lock-out of workmen;
 - (b) riots or civil commotion;
 - (c) force majeure or Act of God;
 - (d) fire or other accident beyond the Vendor's control;
 - (e) war; or
 - (f) inclement weather.
- For the purpose of this Clause, “inclement weather” means rainfall in excess of 20 millimetres in a twenty-four hour period (mid-night to mid-night) as recorded at the Hong Kong Observatory, or the issue of a Black Rainstorm Warning Signal, or the hoisting of Typhoon Signal No. 8 or above, at any time between the hours of 8 a.m. and 5 p.m.
11. The Vendor shall within 14 days after the issue of any such extensions of time granted by the Authorized Person under clause 10 furnish the Purchaser with a copy of the relevant certificate of extension.

S5-17
第 621 章

附表 5 —— 第 1 部

12. The Vendor shall apply in writing for ^Ω[an Occupation Document]/^π[a Certificate of Compliance or the consent of the Director of Lands to assign] in respect of the ^ΘPhase/Development within 14 days after its having completed the ^ΘPhase/Development as stipulated in clause 4(c).
13. For the purposes of clauses 4, 7, 8, 9, 10 and 12 —
- (a) where, under the Government Grant, the consent of the Director of Lands is required to be given for this sale and purchase, the issue of a Certificate of Compliance or consent to assign by the Director of Lands is conclusive evidence that the ^ΘPhase/Development has been completed or is deemed to be completed as the case may be and nothing in this Clause precludes the Vendor from proving that the Vendor has complied with clause 4(c) by any other means; or
 - (b) where, under the Government Grant, the consent of the Director of Lands is not required to be given for this sale and purchase, the ^ΥPhase/Development is deemed to be completed on the date on which the Occupation Document is issued.
14. (a) Where, under the Government Grant, the consent of the Director of Lands is required to be given for this sale and purchase, the Vendor shall notify the Purchaser in writing that the Vendor is in a position validly to assign the Property within one month after the issue of the Certificate of Compliance or the consent of the Director of Lands to assign, whichever first happens.
- (b) Where, under the Government Grant, the consent of the Director of Lands is not required to be given for this sale and purchase, the Vendor shall notify the Purchaser in writing that the Vendor is in a position validly to assign the Property within six months after the issue of the Occupation Document.

Schedule 5—Part 1

S5-18
Cap. 621

12. The Vendor shall apply in writing for ^Ω[an Occupation Document]/^π[a Certificate of Compliance or the consent of the Director of Lands to assign] in respect of the ^ΘPhase/Development within 14 days after its having completed the ^ΘPhase/Development as stipulated in clause 4(c).
13. For the purposes of clauses 4, 7, 8, 9, 10 and 12 —
- (a) where, under the Government Grant, the consent of the Director of Lands is required to be given for this sale and purchase, the issue of a Certificate of Compliance or consent to assign by the Director of Lands is conclusive evidence that the ^ΘPhase/Development has been completed or is deemed to be completed as the case may be and nothing in this Clause precludes the Vendor from proving that the Vendor has complied with clause 4(c) by any other means; or
 - (b) where, under the Government Grant, the consent of the Director of Lands is not required to be given for this sale and purchase, the ^ΥPhase/Development is deemed to be completed on the date on which the Occupation Document is issued.
14. (a) Where, under the Government Grant, the consent of the Director of Lands is required to be given for this sale and purchase, the Vendor shall notify the Purchaser in writing that the Vendor is in a position validly to assign the Property within one month after the issue of the Certificate of Compliance or the consent of the Director of Lands to assign, whichever first happens.
- (b) Where, under the Government Grant, the consent of the Director of Lands is not required to be given for this sale and purchase, the Vendor shall notify the Purchaser in writing that the Vendor is in a position validly to assign the Property within six months after the issue of the Occupation Document.

S5-19
第 621 章

附表 5 —— 第 1 部

15. The sale and purchase shall be completed at the offices of the Vendor's Solicitors during office hours within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.
16. Subject to clause 19 and without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
17. The Vendor warrants —
- (a) that the fittings, finishes and appliances as set out in clause 31 shall, on or before completion of the ^oPhase/Development, be incorporated into the Property;
 - (b) that subject to clause 23, the Property will, on completion of the ^oPhase/Development, be as shown on the plan attached to this Agreement and the measurements of the Property will be those as set out in clause 18; and
 - (c) that on completion of the Development the Vendor shall provide the communal *[and recreational] facilities as set out in clause 32.
18. The measurements of the Property are as follows —
- (a) the saleable area of the Property is [*insert figure*] square metres/[*insert figure*] square feet *[of which—]
 *[[*insert figure*] square metres/[*insert figure*] square feet is the floor area of the balcony];
 *[[*insert figure*] square metres/[*insert figure*] square feet is the floor area of the utility platform];
 *[[*insert figure*] square metres/[*insert figure*] square feet is the floor area of the verandah]; and
 - (b) other measurements are —

Schedule 5—Part 1

S5-20
Cap. 621

15. The sale and purchase shall be completed at the offices of the Vendor's Solicitors during office hours within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.
16. Subject to clause 19 and without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
17. The Vendor warrants —
- (a) that the fittings, finishes and appliances as set out in clause 31 shall, on or before completion of the ^oPhase/Development, be incorporated into the Property;
 - (b) that subject to clause 23, the Property will, on completion of the ^oPhase/Development, be as shown on the plan attached to this Agreement and the measurements of the Property will be those as set out in clause 18; and
 - (c) that on completion of the Development the Vendor shall provide the communal *[and recreational] facilities as set out in clause 32.
18. The measurements of the Property are as follows —
- (a) the saleable area of the Property is [*insert figure*] square metres/[*insert figure*] square feet *[of which—]
 *[[*insert figure*] square metres/[*insert figure*] square feet is the floor area of the balcony];
 *[[*insert figure*] square metres/[*insert figure*] square feet is the floor area of the utility platform];
 *[[*insert figure*] square metres/[*insert figure*] square feet is the floor area of the verandah]; and
 - (b) other measurements are —

S5-21
第 621 章

附表 5 —— 第 1 部

*[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].

19. The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.
20. The ad valorem stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the *Purchaser/Vendor.
21. The special stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the *Purchaser/Vendor.

Schedule 5—Part 1

S5-22
Cap. 621

*[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].

19. The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.
20. The ad valorem stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the *Purchaser/Vendor.
21. The special stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the *Purchaser/Vendor.

S5-23
第 621 章

附表 5 —— 第 1 部

22. Time is in every respect of the essence of this Agreement.
23. Despite anything contained in this Agreement, the Vendor reserves the right to alter the building plans (if any) whenever the Vendor considers necessary Provided That the Vendor shall notify the Purchaser in writing of such alteration if the same affects in any way the Property within 14 days after its having been approved by the Building Authority. If, as a result of such alteration, the measurements of the Property or any part of the Property according to such amended plans differs from the measurements of the Property as set out in clause 18, then the purchase price shall be adjusted in proportion to the variation of the measurements of the parts of the Property affected Provided That if the increase or reduction in the measurements of the Property, or any part of the Property, exceeds 5% of the measurements of the Property as set out in clause 18, then the Purchaser is at liberty to rescind this Agreement, in which event all moneys paid by the Purchaser under this Agreement shall be returned to the Purchaser with interest on those moneys at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time from the date or dates of payment to the date of repayment. The Purchaser shall exercise the right of rescission by notice in writing to the Vendor within 30 days after the Purchaser is notified in writing by the Vendor of the approval of such amended plans by the Building Authority, and if no such notice is received by the Vendor within such time, the Purchaser is deemed to have accepted such plans.
24. Subject as provided in this Clause, any part of the purchase price paid by the Purchaser to the Vendor's Solicitors shall be held by them as stakeholders pending completion of the sale and purchase and shall be applied and released in the following manner only —

Schedule 5—Part 1

S5-24
Cap. 621

22. Time is in every respect of the essence of this Agreement.
23. Despite anything contained in this Agreement, the Vendor reserves the right to alter the building plans (if any) whenever the Vendor considers necessary Provided That the Vendor shall notify the Purchaser in writing of such alteration if the same affects in any way the Property within 14 days after its having been approved by the Building Authority. If, as a result of such alteration, the measurements of the Property or any part of the Property according to such amended plans differs from the measurements of the Property as set out in clause 18, then the purchase price shall be adjusted in proportion to the variation of the measurements of the parts of the Property affected Provided That if the increase or reduction in the measurements of the Property, or any part of the Property, exceeds 5% of the measurements of the Property as set out in clause 18, then the Purchaser is at liberty to rescind this Agreement, in which event all moneys paid by the Purchaser under this Agreement shall be returned to the Purchaser with interest on those moneys at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time from the date or dates of payment to the date of repayment. The Purchaser shall exercise the right of rescission by notice in writing to the Vendor within 30 days after the Purchaser is notified in writing by the Vendor of the approval of such amended plans by the Building Authority, and if no such notice is received by the Vendor within such time, the Purchaser is deemed to have accepted such plans.
24. Subject as provided in this Clause, any part of the purchase price paid by the Purchaser to the Vendor's Solicitors shall be held by them as stakeholders pending completion of the sale and purchase and shall be applied and released in the following manner only —

S5-25
第 621 章

附表 5 —— 第 1 部

- (a) first, towards payment of the Construction Costs and the Professional Fees to the Vendor from time to time in such amount or amounts as certified by the Authorized Person as having been expended or having become payable on the construction of the ^vPhase/Development;
- (b) second, towards repayment of funds drawn under the Building Mortgage (if any) for payment of the Construction Costs and the Professional Fees and interest on the Construction Costs or Professional Fees;
- (c) third, in the event of the Vendor's Solicitors and all other solicitors (if any) acting for the Vendor in the sale of the residential units in the ^vPhase/Development at any time holding as stakeholders a sufficient sum to cover the entire outstanding balance of the Construction Costs and the Professional Fees as certified by the Authorized Person from time to time and other sums referred to in sub-clause (b) above, towards payment of any other moneys secured by the Building Mortgage (if any); and
- (d) fourth, in the event of the Vendor's Solicitors and all other solicitors (if any) acting for the Vendor in the sale of the residential units in the ^vPhase/Development at any time holding as stakeholders a sufficient sum to cover the total of the sums referred to in sub-clause (c) above, then the Vendor's Solicitors may release the excess amount to the Vendor.

Provided Always that —

- (i) in respect of any payment under sub-clause (a) above the Vendor's Solicitors shall not at any time release to the Vendor any sum in excess of the amount certified by the Authorized Person as having been paid and/or become payable towards the Construction Costs and the Professional Fees at that time less the amount which the Vendor has drawn under the

Schedule 5—Part 1

S5-26
Cap. 621

- (a) first, towards payment of the Construction Costs and the Professional Fees to the Vendor from time to time in such amount or amounts as certified by the Authorized Person as having been expended or having become payable on the construction of the ^vPhase/Development;
- (b) second, towards repayment of funds drawn under the Building Mortgage (if any) for payment of the Construction Costs and the Professional Fees and interest on the Construction Costs or Professional Fees;
- (c) third, in the event of the Vendor's Solicitors and all other solicitors (if any) acting for the Vendor in the sale of the residential units in the ^vPhase/Development at any time holding as stakeholders a sufficient sum to cover the entire outstanding balance of the Construction Costs and the Professional Fees as certified by the Authorized Person from time to time and other sums referred to in sub-clause (b) above, towards payment of any other moneys secured by the Building Mortgage (if any); and
- (d) fourth, in the event of the Vendor's Solicitors and all other solicitors (if any) acting for the Vendor in the sale of the residential units in the ^vPhase/Development at any time holding as stakeholders a sufficient sum to cover the total of the sums referred to in sub-clause (c) above, then the Vendor's Solicitors may release the excess amount to the Vendor.

Provided Always that —

- (i) in respect of any payment under sub-clause (a) above the Vendor's Solicitors shall not at any time release to the Vendor any sum in excess of the amount certified by the Authorized Person as having been paid and/or become payable towards the Construction Costs and the Professional Fees at that time less the amount which the Vendor has drawn under the

S5-27
第 621 章

附表 5 —— 第 1 部

- Building Mortgage (if any) for payment of the Construction Costs and the Professional Fees; and
- (ii) the Vendor shall not in any circumstances draw under the Building Mortgage (if any) any part of the Construction Costs and the Professional Fees already paid under sub-clause (a) above.

25. Any notice required to be given under this Agreement —
- (a) is deemed to have been validly given to a party if —
- (i) the notice is addressed to the party; and
- (ii) the notice is sent by ordinary prepaid post to —
- (A) the party's address stated in this Agreement; or
- (B) the party's last known address (where a notification of change of address has previously been given to the other party or the other party's solicitors); and
- (b) is deemed to have been served on the second business day after the date of posting.
26. The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 6 months after the date of completion of the sale and purchase under clause 15, remedy any defects to the Property, or the fittings, finishes or appliances as set out in clause 31, caused otherwise than by the act or neglect of the Purchaser. The provisions of this Clause are without prejudice to any other rights or remedies that the Purchaser may have at common law or otherwise.
27. The Vendor undertakes with the Purchaser to use its best endeavours to enforce all defects and maintenance obligations under all contracts relating to the construction of the Development

Schedule 5—Part 1

S5-28
Cap. 621

- Building Mortgage (if any) for payment of the Construction Costs and the Professional Fees; and
- (ii) the Vendor shall not in any circumstances draw under the Building Mortgage (if any) any part of the Construction Costs and the Professional Fees already paid under sub-clause (a) above.

25. Any notice required to be given under this Agreement —
- (a) is deemed to have been validly given to a party if —
- (i) the notice is addressed to the party; and
- (ii) the notice is sent by ordinary prepaid post to —
- (A) the party's address stated in this Agreement; or
- (B) the party's last known address (where a notification of change of address has previously been given to the other party or the other party's solicitors); and
- (b) is deemed to have been served on the second business day after the date of posting.
26. The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 6 months after the date of completion of the sale and purchase under clause 15, remedy any defects to the Property, or the fittings, finishes or appliances as set out in clause 31, caused otherwise than by the act or neglect of the Purchaser. The provisions of this Clause are without prejudice to any other rights or remedies that the Purchaser may have at common law or otherwise.
27. The Vendor undertakes with the Purchaser to use its best endeavours to enforce all defects and maintenance obligations under all contracts relating to the construction of the Development

S5-29
第 621 章

附表 5 —— 第 1 部

in so far as such defects relate to or affect the Property or the common areas or common parts and common facilities of the Development.

28. In the event of the winding-up (whether voluntary or otherwise) or dissolution of the Vendor, the benefit and rights of and in all warranties and guarantees under all contracts relating to the construction of the Development shall be assigned by the Vendor to the Owners' Corporation incorporated under the Building Management Ordinance (Cap. 344) or if no such corporation exists to the manager of the Development for the time being to be held in trust for the Purchaser and all other purchasers of units in the Development.
29. Clauses 17, 26, 27 and 28 will survive completion of the sale and purchase by the Assignment.
30. If any date stipulated for payment in this Agreement or the day on which completion of the sale and purchase is to take place as provided in this Agreement falls on a day that is not a business day or on a day on which Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m., such date for payment or completion of the sale and purchase is automatically postponed to the immediately following day that is a business day and on which no Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m.
31. The Vendor shall, on or before completion of the ^oPhase/ Development, incorporate into the Property the fittings, finishes and appliances as follows —
[insert fittings, finishes and appliances].

Schedule 5—Part 1

S5-30
Cap. 621

in so far as such defects relate to or affect the Property or the common areas or common parts and common facilities of the Development.

28. In the event of the winding-up (whether voluntary or otherwise) or dissolution of the Vendor, the benefit and rights of and in all warranties and guarantees under all contracts relating to the construction of the Development shall be assigned by the Vendor to the Owners' Corporation incorporated under the Building Management Ordinance (Cap. 344) or if no such corporation exists to the manager of the Development for the time being to be held in trust for the Purchaser and all other purchasers of units in the Development.
29. Clauses 17, 26, 27 and 28 will survive completion of the sale and purchase by the Assignment.
30. If any date stipulated for payment in this Agreement or the day on which completion of the sale and purchase is to take place as provided in this Agreement falls on a day that is not a business day or on a day on which Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m., such date for payment or completion of the sale and purchase is automatically postponed to the immediately following day that is a business day and on which no Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m.
31. The Vendor shall, on or before completion of the ^oPhase/ Development, incorporate into the Property the fittings, finishes and appliances as follows —
[insert fittings, finishes and appliances].

S5-31
第 621 章

附表 5 —— 第 1 部

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

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

* Delete as appropriate.

γ Delete “Development” for phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (Cap. 621)). Otherwise delete “Phase”.

β For phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (Cap. 621)) only. Delete as appropriate.

θ Delete “Development” for phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (Cap. 621)) except the final phase of a phased development where, under the Government Grant, the consent of the Director of Lands is required to be given for the Vendor to enter into this Agreement. Otherwise delete “Phase”.

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

Σ Applicable for phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (Cap. 621)) except the final phase of a phased development. Delete as appropriate.

Schedule 5—Part 1

S5-32
Cap. 621

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

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

* Delete as appropriate.

γ Delete “Development” for phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (Cap. 621)). Otherwise delete “Phase”.

β For phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (Cap. 621)) only. Delete as appropriate.

θ Delete “Development” for phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (Cap. 621)) except the final phase of a phased development where, under the Government Grant, the consent of the Director of Lands is required to be given for the Vendor to enter into this Agreement. Otherwise delete “Phase”.

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

Σ Applicable for phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (Cap. 621)) except the final phase of a phased development. Delete as appropriate.

S5-33
第 621 章

附表 5 —— 第 2 部

- Ω Applicable where, under the Government Grant, the consent of the Director of Lands is not required to be given for the Vendor to enter into this Agreement. Delete as appropriate.
- Ψ Applicable only where the Development is a Relevant NTEH Development. Delete as appropriate.

第 2 部

1. 在本合約中 ——
- (a) “認可人士”指屬《一手住宅物業銷售條例》(第 621 章)第 2 條所指的認可人士的“本期／本發展項目的認可人士”；
- *[(b) “建築按揭”指日期為 [填上文書的日期] 並於土地註冊處以註冊摘要第 [填上註冊摘要編號] 號註冊的 [填上文書的描述]；]
- (c) “建築圖則” ——
- (i) 指由認可人士就“本期／本發展項目擬備並經建築事務監督批准的圖則；及
- (ii) 包括對第 (i) 段所述的圖則的任何經批准修訂；
- (d) “辦公日”指符合以下說明的日子 ——
- (i) 不屬星期六、星期日或公眾假期；及
- (ii) 銀行在該日於香港特別行政區開放營業；
- (e) “合格證明書”指已經或將會由地政總署署長或其代表發出的證明書，而該證明書表明關乎該土地的政府批地書下賣方的所有積極性責任，均已獲遵從；
- (f) “建築費用”指以下數額的總和 ——
- (i) 任何已經或將會就已進行或將會進行的工程及已供應或將會供應的物料或貨品而招致的款項，而該款項關乎“本期／本發展項目的土地的地盤平整及地

Schedule 5—Part 2

S5-34
Cap. 621

- Ω Applicable where, under the Government Grant, the consent of the Director of Lands is not required to be given for the Vendor to enter into this Agreement. Delete as appropriate.
- Ψ Applicable only where the Development is a Relevant NTEH Development. Delete as appropriate.

第 2 部

1. 在本合約中 ——
- (a) “認可人士”指屬《一手住宅物業銷售條例》(第 621 章)第 2 條所指的認可人士的“本期／本發展項目的認可人士”；
- *[(b) “建築按揭”指日期為 [填上文書的日期] 並於土地註冊處以註冊摘要第 [填上註冊摘要編號] 號註冊的 [填上文書的描述]；]
- (c) “建築圖則” ——
- (i) 指由認可人士就“本期／本發展項目擬備並經建築事務監督批准的圖則；及
- (ii) 包括對第 (i) 段所述的圖則的任何經批准修訂；
- (d) “辦公日”指符合以下說明的日子 ——
- (i) 不屬星期六、星期日或公眾假期；及
- (ii) 銀行在該日於香港特別行政區開放營業；
- (e) “合格證明書”指已經或將會由地政總署署長或其代表發出的證明書，而該證明書表明關乎該土地的政府批地書下賣方的所有積極性責任，均已獲遵從；
- (f) “建築費用”指以下數額的總和 ——
- (i) 任何已經或將會就已進行或將會進行的工程及已供應或將會供應的物料或貨品而招致的款項，而該款項關乎“本期／本發展項目的土地的地盤平整及地

S5-35
第 621 章

附表 5 —— 第 2 部

基結構和上層結構的建造 (包括第 32 條所列出的公用*[及康樂]設施)，以及令⁷本期／本發展項目有適合取得獲發佔用文件的資格⁷並符合政府批地書的條件⁷只限於與本期有關的範圍內]]；

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

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

*[(h) “豁除令”——

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

*[(i) “建築契諾屆滿日期”指 ——

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

(j) “政府”指香港特別行政區政府；

(k) “政府批地書”指[填上文書的描述]；

Schedule 5—Part 2

S5-36
Cap. 621

基結構和上層結構的建造 (包括第 32 條所列出的公用*[及康樂]設施)，以及令⁷本期／本發展項目有適合取得獲發佔用文件的資格⁷並符合政府批地書的條件⁷只限於與本期有關的範圍內]]；

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

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

*[(h) “豁除令”——

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

*[(i) “建築契諾屆滿日期”指 ——

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

(j) “政府”指香港特別行政區政府；

(k) “政府批地書”指[填上文書的描述]；

S5-37
第 621 章

附表 5 —— 第 2 部

- (l) “該土地”指在土地註冊處註冊為 [填上地段編號] 的整片或整幅土地；
- (m) “佔用文件”——
- (i) (凡本發展項目屬有關新界豁免管制屋宇發展項目) 指由地政總署署長發出的，確認地政總署署長不反對^r本期／本發展項目中的每幢建築物被佔用的通知書；或
- (ii) 在任何其他情況下，指由建築事務監督根據《建築物條例》(第 123 章) 第 21 條就^r本期／本發展項目中的每幢建築物發出的佔用許可證或臨時佔用許可證；
- (n) “辦公時間”指由上午 10 時起至同日下午 4 時 30 分為止的期間；
- ^{Pr}(o) “本期”指包括 [填上組成本期的建築物的描述] 的本發展項目的第 [填上期數] 期；]
- (p) “專業費用”指賣方已經或將會就完成^r本期／本發展項目而僱用認可人士及其他專業人士或顧問而招致的任何款項；
- ^{*}[(q) “重新發展令”——
- (i) 指日期為 [填上文書的日期] 並於土地註冊處以註冊摘要第 [填上註冊摘要編號] 號註冊的、*(《已拆卸建築物 (原址重新發展) 條例》(第 337 章) 所界定的) 重新發展令／(《土地 (為重新發展而強制售賣) 條例》(第 545 章) 所界定的) 售賣令；及
- (ii) 包括修訂該 * 重新發展令／售賣令的命令；]
- (r) “有關新界豁免管制屋宇發展項目”指《一手住宅物業銷售條例》(第 621 章) 第 5 條所界定的指明新界發展項目，而根據政府批地書，進行本買賣不需獲地政總署署長同意；及
- (s) “賣方律師”指 [填上賣方律師事務所的名稱]。

Schedule 5—Part 2

S5-38
Cap. 621

- (l) “該土地”指在土地註冊處註冊為 [填上地段編號] 的整片或整幅土地；
- (m) “佔用文件”——
- (i) (凡本發展項目屬有關新界豁免管制屋宇發展項目) 指由地政總署署長發出的，確認地政總署署長不反對^r本期／本發展項目中的每幢建築物被佔用的通知書；或
- (ii) 在任何其他情況下，指由建築事務監督根據《建築物條例》(第 123 章) 第 21 條就^r本期／本發展項目中的每幢建築物發出的佔用許可證或臨時佔用許可證；
- (n) “辦公時間”指由上午 10 時起至同日下午 4 時 30 分為止的期間；
- ^{Pr}(o) “本期”指包括 [填上組成本期的建築物的描述] 的本發展項目的第 [填上期數] 期；]
- (p) “專業費用”指賣方已經或將會就完成^r本期／本發展項目而僱用認可人士及其他專業人士或顧問而招致的任何款項；
- ^{*}[(q) “重新發展令”——
- (i) 指日期為 [填上文書的日期] 並於土地註冊處以註冊摘要第 [填上註冊摘要編號] 號註冊的、*(《已拆卸建築物 (原址重新發展) 條例》(第 337 章) 所界定的) 重新發展令／(《土地 (為重新發展而強制售賣) 條例》(第 545 章) 所界定的) 售賣令；及
- (ii) 包括修訂該 * 重新發展令／售賣令的命令；]
- (r) “有關新界豁免管制屋宇發展項目”指《一手住宅物業銷售條例》(第 621 章) 第 5 條所界定的指明新界發展項目，而根據政府批地書，進行本買賣不需獲地政總署署長同意；及
- (s) “賣方律師”指 [填上賣方律師事務所的名稱]。

S5-39
第 621 章

附表 5 —— 第 2 部

2. 在本合約中 ——
- (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
 - (b) 第 18(a) 條所指的項目的樓面面積，按照該條例第 8(3) 條計算；及
 - (c) 第 18(b) 條所指的項目的面積，按照該條例附表 2 第 2 部計算。
3. 售價為港幣 [填上款額] 元，須由買方支付予作為保證金保存人的賣方律師，付款方式如下 ——
[填上不影響第 15 條的施行的付款條款]。
4. 賣方須 ——
- (a) 繼續以應有速度，迅速建造本發展項目；
 - (b) 遵從建築事務監督 (如適用的話) 及任何其他相關政府當局的關乎本發展項目的規定或要求；及
 - (c) 於 [填上認可人士提供的本發展項目的預計關鍵日期，或本期的預計關鍵日期 (如屬分期發展項目的某一期，但分期發展項目的最後一期 (即根據政府批地書，賣方訂立本合約需獲地政總署署長同意的期數) 除外) —— “關鍵日期”及 “分期發展項目” 的涵義需參閱《一手住宅物業銷售條例》(第 621 章) 第 2(1) 及 3(3) 條] 或之前，在各方面符合 “[政府批地書的條件] 只限於與本期有關的範圍內] 及 [“[根據《建築物條例 (新界適用) 條例》(第 121 章) 發出豁免證明書的條件及] 建築圖則 (如有的話) 完成^o 本期 / 本發展項目。但如認可人士按照第 10 條批予延期，則屬例外。
- *[5. 即使有第 4(c) 條的規定，賣方須根據 * 政府批地書 / 豁除令 / 重新發展令的規定，於建築契諾屆滿日期或之前，完成本發展項目。如認可人士在任何時間認為，本發展項目相當可

Schedule 5—Part 2

S5-40
Cap. 621

2. 在本合約中 ——
- (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
 - (b) 第 18(a) 條所指的項目的樓面面積，按照該條例第 8(3) 條計算；及
 - (c) 第 18(b) 條所指的項目的面積，按照該條例附表 2 第 2 部計算。
3. 售價為港幣 [填上款額] 元，須由買方支付予作為保證金保存人的賣方律師，付款方式如下 ——
[填上不影響第 15 條的施行的付款條款]。
4. 賣方須 ——
- (a) 繼續以應有速度，迅速建造本發展項目；
 - (b) 遵從建築事務監督 (如適用的話) 及任何其他相關政府當局的關乎本發展項目的規定或要求；及
 - (c) 於 [填上認可人士提供的本發展項目的預計關鍵日期，或本期的預計關鍵日期 (如屬分期發展項目的某一期，但分期發展項目的最後一期 (即根據政府批地書，賣方訂立本合約需獲地政總署署長同意的期數) 除外) —— “關鍵日期”及 “分期發展項目” 的涵義需參閱《一手住宅物業銷售條例》(第 621 章) 第 2(1) 及 3(3) 條] 或之前，在各方面符合 “[政府批地書的條件] 只限於與本期有關的範圍內] 及 [“[根據《建築物條例 (新界適用) 條例》(第 121 章) 發出豁免證明書的條件及] 建築圖則 (如有的話) 完成^o 本期 / 本發展項目。但如認可人士按照第 10 條批予延期，則屬例外。
- *[5. 即使有第 4(c) 條的規定，賣方須根據 * 政府批地書 / 豁除令 / 重新發展令的規定，於建築契諾屆滿日期或之前，完成本發展項目。如認可人士在任何時間認為，本發展項目相當可

S5-41
第 621 章

附表 5 —— 第 2 部

能不會於建築契諾屆滿日期或之前完成，則賣方須即時申請及取得完成本發展項目所需的延期，並須就該項延期，向政府支付補價。賣方須將申請一事及批予延期的條款，分別於提出申請及獲批予延期後的 30 日內，以書面通知買方。

6. 如賣方沒有根據第 5 條申請及取得完成本發展項目所需的任何延期，亦沒有於建築契諾屆滿日期或之前，完成本發展項目，⁹ [則除非本合約中的買賣已完成，否則] 買方除任何其他可用的補救方法外，有權藉向賣方發出書面通知，撤銷本合約，而該通知一經送達，本合約即告撤銷。賣方須於撤銷後的 7 日內，將買方根據本合約支付的所有款項，連同該等款項的利息，退還買方。利息由個別支付日期起計，直至退款日期為止，按香港上海滙豐銀行有限公司不時指明的最優惠利率加年利率 2% 計算。上述款項連同利息一經退還，即完全並最終解決買方在本合約之下對賣方的所有申索。]
7. 除第 8 條另有規定外，如賣方於第 4(c) 條指明的日期 (如獲認可人士根據第 10 條批予延期，則於經延展的日期) 或之前未能完成⁹ 本期／本發展項目，則買方除任何其他可用的補救方法外，可藉向賣方發出書面通知，撤銷本合約，而該通知一經送達，本合約即告撤銷。賣方須於撤銷後的 7 日內，將買方根據本合約支付的所有款項，連同該等款項的利息，退還買方。利息由個別支付日期起計，直至退款日期為止，按香港上海滙豐銀行有限公司不時指明的最優惠利率加年利率 2% 計算。上述款項連同利息一經退還，即完全並最終解決買方在本合約之下對賣方的所有申索。
8. 如買方不在第 4(c) 條指明的日期或第 10 條所指的任何經延展的日期後的 28 日內，根據第 7 條撤銷本合約，則在不削弱買方在第 9 條下的權利的情況下，買方即當作已選擇等待⁹ 本期／本發展項目完成。在此情況下，賣方須向買方支付買方根據本合約支付的所有款項的利息，利息由第 4(c) 條指明的日期翌日或第 10 條所指的任何經延展的日期翌日起計，直至⁹ 本

Schedule 5—Part 2

S5-42
Cap. 621

能不會於建築契諾屆滿日期或之前完成，則賣方須即時申請及取得完成本發展項目所需的延期，並須就該項延期，向政府支付補價。賣方須將申請一事及批予延期的條款，分別於提出申請及獲批予延期後的 30 日內，以書面通知買方。

6. 如賣方沒有根據第 5 條申請及取得完成本發展項目所需的任何延期，亦沒有於建築契諾屆滿日期或之前，完成本發展項目，⁹ [則除非本合約中的買賣已完成，否則] 買方除任何其他可用的補救方法外，有權藉向賣方發出書面通知，撤銷本合約，而該通知一經送達，本合約即告撤銷。賣方須於撤銷後的 7 日內，將買方根據本合約支付的所有款項，連同該等款項的利息，退還買方。利息由個別支付日期起計，直至退款日期為止，按香港上海滙豐銀行有限公司不時指明的最優惠利率加年利率 2% 計算。上述款項連同利息一經退還，即完全並最終解決買方在本合約之下對賣方的所有申索。]
7. 除第 8 條另有規定外，如賣方於第 4(c) 條指明的日期 (如獲認可人士根據第 10 條批予延期，則於經延展的日期) 或之前未能完成⁹ 本期／本發展項目，則買方除任何其他可用的補救方法外，可藉向賣方發出書面通知，撤銷本合約，而該通知一經送達，本合約即告撤銷。賣方須於撤銷後的 7 日內，將買方根據本合約支付的所有款項，連同該等款項的利息，退還買方。利息由個別支付日期起計，直至退款日期為止，按香港上海滙豐銀行有限公司不時指明的最優惠利率加年利率 2% 計算。上述款項連同利息一經退還，即完全並最終解決買方在本合約之下對賣方的所有申索。
8. 如買方不在第 4(c) 條指明的日期或第 10 條所指的任何經延展的日期後的 28 日內，根據第 7 條撤銷本合約，則在不削弱買方在第 9 條下的權利的情況下，買方即當作已選擇等待⁹ 本期／本發展項目完成。在此情況下，賣方須向買方支付買方根據本合約支付的所有款項的利息，利息由第 4(c) 條指明的日期翌日或第 10 條所指的任何經延展的日期翌日起計，直至⁹ 本

S5-43
第 621 章

附表 5 —— 第 2 部

期／本發展項目完成的日期為止，按香港上海滙豐銀行有限公司不時指明的最優惠利率加年利率 2% 計算。該利息須於買賣完成時向買方支付，或容許買方作售價的抵免。

9. 即使有第 7 及 8 條的規定，如^o本期／本發展項目未能在第 4(c) 條指明的日期或第 10 條所指的任何經延展的日期起計的 6 個月內完成，則買方可撤銷本合約，而在該情況下，第 7 條中關於退還付款及利息的條文適用；買方亦可等待^o本期／本發展項目完成，而在該情況下，第 8 條中關於支付利息的條文適用。
10. 賣方有權獲得認可人士批予該認可人士在顧及純粹由以下一個或多於一個原因所導致的延遲後認為合理的延期，以在第 4(c) 條指明的日期之後，完成^o本期／本發展項目 ——
- (a) 工人罷工或封閉工地；
 - (b) 暴動或內亂；
 - (c) 不可抗力或天災；
 - (d) 火警或其他賣方所不能控制的意外；
 - (e) 戰爭；或
 - (f) 惡劣天氣。
- 就本條而言，“惡劣天氣”指香港天文台在二十四小時（從午夜至午夜）內，錄得超過 20 毫米雨量，或在上午 8 時至下午 5 時之間，發出黑色暴雨警告訊號或懸掛 8 號或以上颱風訊號。
11. 賣方須於認可人士根據第 10 條批予延期後的 14 日內，向買方提供有關延期證明書的文本。
12. 賣方須於按照第 4(c) 條的規定完成^o本期／本發展項目後的 14 日內，以書面為^o本期／本發展項目申請^o[佔用文件]／^o[合格證明書，或申請地政總署署長的轉讓同意]。

Schedule 5—Part 2

S5-44
Cap. 621

期／本發展項目完成的日期為止，按香港上海滙豐銀行有限公司不時指明的最優惠利率加年利率 2% 計算。該利息須於買賣完成時向買方支付，或容許買方作售價的抵免。

9. 即使有第 7 及 8 條的規定，如^o本期／本發展項目未能在第 4(c) 條指明的日期或第 10 條所指的任何經延展的日期起計的 6 個月內完成，則買方可撤銷本合約，而在該情況下，第 7 條中關於退還付款及利息的條文適用；買方亦可等待^o本期／本發展項目完成，而在該情況下，第 8 條中關於支付利息的條文適用。
10. 賣方有權獲得認可人士批予該認可人士在顧及純粹由以下一個或多於一個原因所導致的延遲後認為合理的延期，以在第 4(c) 條指明的日期之後，完成^o本期／本發展項目 ——
- (a) 工人罷工或封閉工地；
 - (b) 暴動或內亂；
 - (c) 不可抗力或天災；
 - (d) 火警或其他賣方所不能控制的意外；
 - (e) 戰爭；或
 - (f) 惡劣天氣。
- 就本條而言，“惡劣天氣”指香港天文台在二十四小時（從午夜至午夜）內，錄得超過 20 毫米雨量，或在上午 8 時至下午 5 時之間，發出黑色暴雨警告訊號或懸掛 8 號或以上颱風訊號。
11. 賣方須於認可人士根據第 10 條批予延期後的 14 日內，向買方提供有關延期證明書的文本。
12. 賣方須於按照第 4(c) 條的規定完成^o本期／本發展項目後的 14 日內，以書面為^o本期／本發展項目申請^o[佔用文件]／^o[合格證明書，或申請地政總署署長的轉讓同意]。

S5-45
第 621 章

附表 5 —— 第 2 部

13. 就第 4、7、8、9、10 及 12 條而言 ——

- (a) (凡根據政府批地書，進行本買賣需獲地政總署署長同意) 合格證明書或地政總署署長的轉讓同意的發出，即為證明^o本期／本發展項目已完成或當作已完成(視屬何情況而定)的不可推翻的證據。本條並不阻止賣方以任何其他方式，證明賣方已符合第 4(c) 條的規定；或
- (b) (凡根據政府批地書，進行本買賣不需獲地政總署署長同意)^y本期／本發展項目被當作在佔用文件發出的日期完成。

- 14. (a) (凡根據政府批地書，進行本買賣需獲地政總署署長同意) 賣方須在合格證明書或地政總署署長的轉讓同意(以較先發生者為準)發出後的一個月內，就賣方有能力有效地轉讓本物業一事，以書面通知買方。
- (b) (凡根據政府批地書，進行本買賣不需獲地政總署署長同意) 賣方須在佔用文件發出後的六個月內，就賣方有能力有效地轉讓本物業一事，以書面通知買方。

- 15. 在賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內，買賣須於辦公時間內，在賣方律師的辦事處完成。

- 16. 除第 19 條另有規定外及在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。

17. 賣方保證 ——

- (a) 在完成^o本期／本發展項目之時或之前，第 31 條所列出的裝置、裝修物料及設備將裝設於本物業內；
- (b) 除第 23 條另有規定外，在完成^o本期／本發展項目時，本物業將如附於本合約的圖則所示，而本物業的量度尺寸將為第 18 條所列出的量度尺寸；及

Schedule 5—Part 2

S5-46
Cap. 621

13. 就第 4、7、8、9、10 及 12 條而言 ——

- (a) (凡根據政府批地書，進行本買賣需獲地政總署署長同意) 合格證明書或地政總署署長的轉讓同意的發出，即為證明^o本期／本發展項目已完成或當作已完成(視屬何情況而定)的不可推翻的證據。本條並不阻止賣方以任何其他方式，證明賣方已符合第 4(c) 條的規定；或
- (b) (凡根據政府批地書，進行本買賣不需獲地政總署署長同意)^y本期／本發展項目被當作在佔用文件發出的日期完成。

- 14. (a) (凡根據政府批地書，進行本買賣需獲地政總署署長同意) 賣方須在合格證明書或地政總署署長的轉讓同意(以較先發生者為準)發出後的一個月內，就賣方有能力有效地轉讓本物業一事，以書面通知買方。
- (b) (凡根據政府批地書，進行本買賣不需獲地政總署署長同意) 賣方須在佔用文件發出後的六個月內，就賣方有能力有效地轉讓本物業一事，以書面通知買方。

- 15. 在賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內，買賣須於辦公時間內，在賣方律師的辦事處完成。

- 16. 除第 19 條另有規定外及在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。

17. 賣方保證 ——

- (a) 在完成^o本期／本發展項目之時或之前，第 31 條所列出的裝置、裝修物料及設備將裝設於本物業內；
- (b) 除第 23 條另有規定外，在完成^o本期／本發展項目時，本物業將如附於本合約的圖則所示，而本物業的量度尺寸將為第 18 條所列出的量度尺寸；及

S5-47
第 621 章

附表 5 —— 第 2 部

- (c) 在完成本發展項目時，賣方須提供第 32 條所列出的公用
*[及康樂] 設施。

18. 本物業的量度尺寸如下 ——

- (a) 本物業的實用面積為 [填上數字] 平方米／ [填上數字]
平方呎 * [其中 ——]
*[[填上數字] 平方米／ [填上數字] 平方呎為露台的樓面
面積]；
*[[填上數字] 平方米／ [填上數字] 平方呎為工作平台的
樓面面積]；
*[[填上數字] 平方米／ [填上數字] 平方呎為陽台的樓面
面積]；及
- (b) 其他量度尺寸為 ——
*[空調機房的面積為 [填上數字] 平方米／ [填上數字]
平方呎]；
*[窗台的面積為 [填上數字] 平方米／ [填上數字] 平方呎]；
*[閣樓的面積為 [填上數字] 平方米／ [填上數字] 平方呎]；
*[平台的面積為 [填上數字] 平方米／ [填上數字] 平方呎]；
*[花園的面積為 [填上數字] 平方米／ [填上數字] 平方呎]；
*[停車位的面積為 [填上數字] 平方米／ [填上數字] 平
方呎]；
*[天台的面積為 [填上數字] 平方米／ [填上數字] 平方呎]；
*[梯屋的面積為 [填上數字] 平方米／ [填上數字] 平方呎]；
*[前庭的面積為 [填上數字] 平方米／ [填上數字] 平方呎]；
*[庭院的面積為 [填上數字] 平方米／ [填上數字] 平方呎]。

19. 如賣方在本物業的權益屬衡平法權益而非法定產業權，買方
不得提出反對。

Schedule 5—Part 2

S5-48
Cap. 621

- (c) 在完成本發展項目時，賣方須提供第 32 條所列出的公用
*[及康樂] 設施。

18. 本物業的量度尺寸如下 ——

- (a) 本物業的實用面積為 [填上數字] 平方米／ [填上數字]
平方呎 * [其中 ——]
*[[填上數字] 平方米／ [填上數字] 平方呎為露台的樓面
面積]；
*[[填上數字] 平方米／ [填上數字] 平方呎為工作平台的
樓面面積]；
*[[填上數字] 平方米／ [填上數字] 平方呎為陽台的樓面
面積]；及
- (b) 其他量度尺寸為 ——
*[空調機房的面積為 [填上數字] 平方米／ [填上數字]
平方呎]；
*[窗台的面積為 [填上數字] 平方米／ [填上數字] 平方呎]；
*[閣樓的面積為 [填上數字] 平方米／ [填上數字] 平方呎]；
*[平台的面積為 [填上數字] 平方米／ [填上數字] 平方呎]；
*[花園的面積為 [填上數字] 平方米／ [填上數字] 平方呎]；
*[停車位的面積為 [填上數字] 平方米／ [填上數字] 平
方呎]；
*[天台的面積為 [填上數字] 平方米／ [填上數字] 平方呎]；
*[梯屋的面積為 [填上數字] 平方米／ [填上數字] 平方呎]；
*[前庭的面積為 [填上數字] 平方米／ [填上數字] 平方呎]；
*[庭院的面積為 [填上數字] 平方米／ [填上數字] 平方呎]。

19. 如賣方在本物業的權益屬衡平法權益而非法定產業權，買方
不得提出反對。

S5-49
第 621 章

附表 5 —— 第 2 部

20. 就本合約及有關轉讓契須支付的從價印花稅 (如有的話)，由
* 買方／賣方承擔及支付。
21. 就本合約及有關轉讓契須支付的額外印花稅 (如有的話)，由
* 買方／賣方承擔及支付。
22. 就每一方面而言，時間為本合約的關鍵元素。
23. 即使本合約所載的任何內容另有規定，賣方保留權利，在每當賣方認為有需要時，可改動建築圖則 (如有的話)。但如有關改動在任何方面對本物業造成影響，則賣方須在改動獲建築事務監督批准後的 14 日內，將該項改動，以書面通知買方。如由於該項改動，按照該經修訂圖則，本物業或其任何部分的量度尺寸有別於第 18 條所列出的本物業的量度尺寸，則售價須按本物業受影響部分的量度尺寸的變動，按比例作出調整。但如本物業或其任何部分的量度尺寸的增減，超過第 18 條所列出的本物業的量度尺寸的 5%，則買方可撤銷本合約，而在該情況下，買方根據本合約支付的所有款項，連同該等款項的利息，須退還買方，利息由個別支付日期起計，直至退款日期為止，按香港上海滙豐銀行有限公司不時指明的最優惠利率加年率 2% 計算。買方須於接獲賣方就經修訂圖則獲建築事務監督批准而發出的書面通知後的 30 日內，以書面通知賣方，以行使撤銷本合約的權利。如在上述時間內，賣方沒有接獲該通知，則買方當作已接受該等圖則。
24. 除本條另有規定外，在買賣完成前，由買方向賣方律師支付的售價任何部分，須由該律師作為保證金保存人而持有，並僅可按以下方式運用及發放 ——
- (a) 第一，不時向賣方發放經認可人士證明為用於建造，本期／本發展項目已支用或須支付的款額，以支付建築費用及專業費用；
 - (b) 第二，用於償還根據建築按揭 (如有的話) 支取以支付建築費用及專業費用的資金及其利息；

Schedule 5—Part 2

S5-50
Cap. 621

20. 就本合約及有關轉讓契須支付的從價印花稅 (如有的話)，由
* 買方／賣方承擔及支付。
21. 就本合約及有關轉讓契須支付的額外印花稅 (如有的話)，由
* 買方／賣方承擔及支付。
22. 就每一方面而言，時間為本合約的關鍵元素。
23. 即使本合約所載的任何內容另有規定，賣方保留權利，在每當賣方認為有需要時，可改動建築圖則 (如有的話)。但如有關改動在任何方面對本物業造成影響，則賣方須在改動獲建築事務監督批准後的 14 日內，將該項改動，以書面通知買方。如由於該項改動，按照該經修訂圖則，本物業或其任何部分的量度尺寸有別於第 18 條所列出的本物業的量度尺寸，則售價須按本物業受影響部分的量度尺寸的變動，按比例作出調整。但如本物業或其任何部分的量度尺寸的增減，超過第 18 條所列出的本物業的量度尺寸的 5%，則買方可撤銷本合約，而在該情況下，買方根據本合約支付的所有款項，連同該等款項的利息，須退還買方，利息由個別支付日期起計，直至退款日期為止，按香港上海滙豐銀行有限公司不時指明的最優惠利率加年率 2% 計算。買方須於接獲賣方就經修訂圖則獲建築事務監督批准而發出的書面通知後的 30 日內，以書面通知賣方，以行使撤銷本合約的權利。如在上述時間內，賣方沒有接獲該通知，則買方當作已接受該等圖則。
24. 除本條另有規定外，在買賣完成前，由買方向賣方律師支付的售價任何部分，須由該律師作為保證金保存人而持有，並僅可按以下方式運用及發放 ——
- (a) 第一，不時向賣方發放經認可人士證明為用於建造，本期／本發展項目已支用或須支付的款額，以支付建築費用及專業費用；
 - (b) 第二，用於償還根據建築按揭 (如有的話) 支取以支付建築費用及專業費用的資金及其利息；

S5-51
第 621 章

附表 5 —— 第 2 部

- (c) 第三，如賣方律師及在「本期／本發展項目的住宅單位的買賣中代表賣方行事的所有其他律師（如有的話）作為保證金保存人在任何時間所持的款項，足以支付不時經認可人士證明的建築費用及專業費用全部尚欠的餘額及上文 (b) 款所提述的其他款項，則用於支付以建築按揭（如有的話）為保證的任何其他款項；及
- (d) 第四，如賣方律師及在「本期／本發展項目的住宅單位的買賣中代表賣方行事的所有其他律師（如有的話）作為保證金保存人在任何時間所持的款項，足以支付上文 (c) 款所提述兩筆款項的總額，則賣方律師可向賣方發放剩餘款額。

但 ——

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

25. 根據本合約須發出的通知 ——

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

Schedule 5—Part 2

S5-52
Cap. 621

- (c) 第三，如賣方律師及在「本期／本發展項目的住宅單位的買賣中代表賣方行事的所有其他律師（如有的話）作為保證金保存人在任何時間所持的款項，足以支付不時經認可人士證明的建築費用及專業費用全部尚欠的餘額及上文 (b) 款所提述的其他款項，則用於支付以建築按揭（如有的話）為保證的任何其他款項；及
- (d) 第四，如賣方律師及在「本期／本發展項目的住宅單位的買賣中代表賣方行事的所有其他律師（如有的話）作為保證金保存人在任何時間所持的款項，足以支付上文 (c) 款所提述兩筆款項的總額，則賣方律師可向賣方發放剩餘款額。

但 ——

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

25. 根據本合約須發出的通知 ——

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

S5-53
第 621 章

附表 5 —— 第 2 部

26. 凡本物業或第 31 條所列出的裝置、裝修物料或設備有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，則賣方在接獲買方在第 15 條所指的買賣成交日期後的 6 個月內送達的書面通知後，須於合理地切實可行的範圍內，盡快自費作出補救。本條的規定，並不削弱買方按普通法或其他法律可享有的任何其他權利或補救。
27. 賣方向買方承諾，如有關乎或影響本物業或本發展項目的公用地方或公用部分及公用設施的欠妥之處，則在該欠妥之處有此關連或影響的範圍內，賣方將盡力執行在所有與本發展項目的建造有關的合約下的關於該等欠妥之處及維修的所有責任。
28. 如賣方清盤（不論是否自發清盤）或解散，在所有關乎本發展項目的建造的合約下的所有保證條款及擔保的利益及權利，須由賣方轉讓予根據《建築物管理條例》（第 344 章）成立的業主立案法團；如沒有該法團存在，則須轉讓予本發展項目當其時的管理人，以信託形式，代買方及本發展項目所有其他單位的購樓人士持有。
29. 在以轉讓契完成買賣後，第 17、26、27 及 28 條維持有效。
30. 如任何本合約指定的付款日期或按本合約規定完成買賣的日期並非辦公日，或在上午 9 時至下午 5 時之間，懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號，則該付款日期或完成買賣日期自動順延至下一個緊接該日並在上午 9 時至下午 5 時之間沒有懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號的辦公日。
31. 賣方須在⁹本期／本發展項目完成之時或之前，將下列裝置、裝修物料及設備，裝設於本物業內 ——
[填上裝置、裝修物料及設備]。

Schedule 5—Part 2

S5-54
Cap. 621

26. 凡本物業或第 31 條所列出的裝置、裝修物料或設備有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，則賣方在接獲買方在第 15 條所指的買賣成交日期後的 6 個月內送達的書面通知後，須於合理地切實可行的範圍內，盡快自費作出補救。本條的規定，並不削弱買方按普通法或其他法律可享有的任何其他權利或補救。
27. 賣方向買方承諾，如有關乎或影響本物業或本發展項目的公用地方或公用部分及公用設施的欠妥之處，則在該欠妥之處有此關連或影響的範圍內，賣方將盡力執行在所有與本發展項目的建造有關的合約下的關於該等欠妥之處及維修的所有責任。
28. 如賣方清盤（不論是否自發清盤）或解散，在所有關乎本發展項目的建造的合約下的所有保證條款及擔保的利益及權利，須由賣方轉讓予根據《建築物管理條例》（第 344 章）成立的業主立案法團；如沒有該法團存在，則須轉讓予本發展項目當其時的管理人，以信託形式，代買方及本發展項目所有其他單位的購樓人士持有。
29. 在以轉讓契完成買賣後，第 17、26、27 及 28 條維持有效。
30. 如任何本合約指定的付款日期或按本合約規定完成買賣的日期並非辦公日，或在上午 9 時至下午 5 時之間，懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號，則該付款日期或完成買賣日期自動順延至下一個緊接該日並在上午 9 時至下午 5 時之間沒有懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號的辦公日。
31. 賣方須在⁹本期／本發展項目完成之時或之前，將下列裝置、裝修物料及設備，裝設於本物業內 ——
[填上裝置、裝修物料及設備]。

S5-55
第 621 章

附表 5 —— 第 2 部

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

32. 公用 *[及康樂] 設施如下 ——
[填上公用及康樂設施]。

* 將不適用者刪去。

γ 如屬分期發展項目(《一手住宅物業銷售條例》(第 621 章)所指者)，刪去“本發展項目”，否則刪去“本期”。

β 只適用於分期發展項目(《一手住宅物業銷售條例》(第 621 章)所指者)。將不適用者刪去。

θ 如屬分期發展項目(《一手住宅物業銷售條例》(第 621 章)所指者)及除分期發展項目的最後一期(即根據政府批地書，賣方訂立本合約需獲地政總署署長同意的期數)外，刪去“本發展項目”，否則刪去“本期”。

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

Σ 適用於分期發展項目(《一手住宅物業銷售條例》(第 621 章)所指者)但分期發展項目的最後一期除外。將不適用者刪去。

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

Ψ 只適用於屬有關新界豁免管制屋宇發展項目的發展項目。將不適用者刪去。

(編輯修訂——2012 年第 2 號編輯修訂紀錄)

Schedule 5—Part 2

S5-56
Cap. 621

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

32. 公用 *[及康樂] 設施如下 ——
[填上公用及康樂設施]。

* 將不適用者刪去。

γ 如屬分期發展項目(《一手住宅物業銷售條例》(第 621 章)所指者)，刪去“本發展項目”，否則刪去“本期”。

β 只適用於分期發展項目(《一手住宅物業銷售條例》(第 621 章)所指者)。將不適用者刪去。

θ 如屬分期發展項目(《一手住宅物業銷售條例》(第 621 章)所指者)及除分期發展項目的最後一期(即根據政府批地書，賣方訂立本合約需獲地政總署署長同意的期數)外，刪去“本發展項目”，否則刪去“本期”。

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

Σ 適用於分期發展項目(《一手住宅物業銷售條例》(第 621 章)所指者)但分期發展項目的最後一期除外。將不適用者刪去。

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

Ψ 只適用於屬有關新界豁免管制屋宇發展項目的發展項目。將不適用者刪去。

(Amended E.R. 2 of 2012)

附表 6

[第 9、55、56、57 及 95 條]

買賣合約須載有的條文 (尚待符合條件的已落成發展項目)

第 1 部

1. In this Agreement —

(a) “Authorized Person” means the authorized person of the ⁷Phase/Development within the meaning given by section 2 of the Residential Properties (First-hand Sales) Ordinance (Cap. 621);

*(b) “Building Mortgage” means the *[insert description of the instrument]* dated *[insert date of instrument]* and registered in the Land Registry by Memorial No. *[insert memorial number]*;

(c) “building plans” —

(i) means the plans prepared by the Authorized Person in respect of the ⁷Phase/Development and approved by the Building Authority; and

(ii) includes any approved amendments to the plans mentioned in paragraph (i);

(d) “business day” means a day —

(i) that is not a Saturday, Sunday or public holiday; and

(ii) on which banks are open for business in the Hong Kong Special Administrative Region;

Schedule 6

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

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

Part 1

1. In this Agreement —

(a) “Authorized Person” means the authorized person of the ⁷Phase/Development within the meaning given by section 2 of the Residential Properties (First-hand Sales) Ordinance (Cap. 621);

*(b) “Building Mortgage” means the *[insert description of the instrument]* dated *[insert date of instrument]* and registered in the Land Registry by Memorial No. *[insert memorial number]*;

(c) “building plans” —

(i) means the plans prepared by the Authorized Person in respect of the ⁷Phase/Development and approved by the Building Authority; and

(ii) includes any approved amendments to the plans mentioned in paragraph (i);

(d) “business day” means a day —

(i) that is not a Saturday, Sunday or public holiday; and

(ii) on which banks are open for business in the Hong Kong Special Administrative Region;

S6-3
第 621 章

附表 6 —— 第 1 部

- (e) “Certificate of Compliance” means the certificate issued or to be issued by or on behalf of the Director of Lands to the effect that all the positive obligations of the Vendor under the Government Grant in relation to the land have been complied with;
- (f) “Construction Costs” means the aggregate of —
- (i) any sum incurred or to be incurred in connection with any works done or to be done, and materials or goods supplied or to be supplied, in connection with the site formation on the land and the substructure and superstructure construction for the ¹Phase/Development (including the communal ^{*}[and recreational] facilities as set out in clause 29), and the making of the ¹Phase/Development fit to qualify for the issue of an Occupation Permit (where applicable) and to comply with the conditions of the Government Grant ²[in so far as they relate to the Phase];
 - (ii) any sums needed to be incurred by the Vendor to install the fittings, finishes and appliances of the ¹Phase/Development (including the fittings, finishes and appliances as set out in clause 28) and in making every unit in the ¹Phase/Development ready for handover to purchasers on completion of the sale and purchase; and
 - (iii) any other sums (excluding Professional Fees) which in the reasonable opinion of the Authorized Person needed to be incurred to complete the ¹Phase/Development to qualify for the issue of an Occupation Permit (where applicable) and to comply with the conditions of the Government Grant ²[in so far as they relate to the Phase] and this Agreement;
- (g) “Development” means *[insert brief description of the development giving as much information as reasonably practicable so that a purchaser will have a general*

Schedule 6—Part 1

S6-4
Cap. 621

- (e) “Certificate of Compliance” means the certificate issued or to be issued by or on behalf of the Director of Lands to the effect that all the positive obligations of the Vendor under the Government Grant in relation to the land have been complied with;
- (f) “Construction Costs” means the aggregate of —
- (i) any sum incurred or to be incurred in connection with any works done or to be done, and materials or goods supplied or to be supplied, in connection with the site formation on the land and the substructure and superstructure construction for the ¹Phase/Development (including the communal ^{*}[and recreational] facilities as set out in clause 29), and the making of the ¹Phase/Development fit to qualify for the issue of an Occupation Permit (where applicable) and to comply with the conditions of the Government Grant ²[in so far as they relate to the Phase];
 - (ii) any sums needed to be incurred by the Vendor to install the fittings, finishes and appliances of the ¹Phase/Development (including the fittings, finishes and appliances as set out in clause 28) and in making every unit in the ¹Phase/Development ready for handover to purchasers on completion of the sale and purchase; and
 - (iii) any other sums (excluding Professional Fees) which in the reasonable opinion of the Authorized Person needed to be incurred to complete the ¹Phase/Development to qualify for the issue of an Occupation Permit (where applicable) and to comply with the conditions of the Government Grant ²[in so far as they relate to the Phase] and this Agreement;
- (g) “Development” means *[insert brief description of the development giving as much information as reasonably practicable so that a purchaser will have a general*

S6-5
第 621 章

附表 6 —— 第 1 部

understanding as to the nature and composition of the development, the communal and recreational facilities (if any) provided in the development, and other special features (if any), etc.] now being constructed or to be constructed on the land and intended to be known as “[insert name of the development]”;

- (h) “Government” means the Government of the Hong Kong Special Administrative Region;
- (i) “Government Grant” means *[insert description of the instrument]*;
- (j) “land” means all that piece or parcel of land registered in the Land Registry as *[insert lot number]*;
- (k) “Occupation Permit” means the occupation permit or temporary occupation permit to be issued by the Building Authority under section 21 of the Buildings Ordinance (Cap. 123) for every building in the ⁷Phase/Development;
- (l) “office hours” means the period beginning at 10 a.m. of a day and ending at 4:30 p.m. of the same day;
- ⁸[(m) “Phase” means Phase *[insert phase number]* of the Development comprising *[insert description of buildings comprising the Phase]*;
- (n) “Professional Fees” means any sums incurred or to be incurred by the Vendor for the employment of the Authorized Person and other professional persons or consultants in relation to completion of the ⁷Phase/Development; and
- (o) “Vendor’s Solicitors” means Messrs. *[insert name of solicitors’ firm of the vendor]*.

2. In this Agreement —

Schedule 6—Part 1

S6-6
Cap. 621

understanding as to the nature and composition of the development, the communal and recreational facilities (if any) provided in the development, and other special features (if any), etc.] now being constructed or to be constructed on the land and intended to be known as “[insert name of the development]”;

- (h) “Government” means the Government of the Hong Kong Special Administrative Region;
- (i) “Government Grant” means *[insert description of the instrument]*;
- (j) “land” means all that piece or parcel of land registered in the Land Registry as *[insert lot number]*;
- (k) “Occupation Permit” means the occupation permit or temporary occupation permit to be issued by the Building Authority under section 21 of the Buildings Ordinance (Cap. 123) for every building in the ⁷Phase/Development;
- (l) “office hours” means the period beginning at 10 a.m. of a day and ending at 4:30 p.m. of the same day;
- ⁸[(m) “Phase” means Phase *[insert phase number]* of the Development comprising *[insert description of buildings comprising the Phase]*;
- (n) “Professional Fees” means any sums incurred or to be incurred by the Vendor for the employment of the Authorized Person and other professional persons or consultants in relation to completion of the ⁷Phase/Development; and
- (o) “Vendor’s Solicitors” means Messrs. *[insert name of solicitors’ firm of the vendor]*.

2. In this Agreement —

S6-7

附表 6 —— 第 1 部

第 621 章

- (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 clause 16(a) is calculated in accordance with section 8(3) of that Ordinance; and
 - (c) the area of an item under clause 16(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
3. The purchase price is HK\$*[insert amount]*, payable by the Purchaser to the Vendor’s Solicitors as stakeholders as follows —
[insert payment terms in such a way that the operation of clause 13 will not be affected].
4. The Vendor shall —
- (a) continue the construction of the Development with all due expedition;
 - (b) comply with the requirements of the Building Authority (where applicable) and of any other relevant Government authority relating to the Development; and
 - (c) complete the ⁰Phase/Development in all respects in compliance with the conditions of the Government Grant ²[in so far as they relate to the Phase] and the building plans (if any) on or before the *[insert the estimated material date for the development, or the estimated material date for the phase (in the case of a phase of a phased development, other than the final phase of a phased development), as provided by the Authorized Person—see sections 2(1) and 3(3) of the Residential Properties (First-hand Sales) Ordinance (Cap. 621) for the meanings of “material date” and “phased development”]* subject to such extensions of time as may be granted by the Authorized Person in accordance with clause 8.

Schedule 6—Part 1

S6-8

Cap. 621

- (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 clause 16(a) is calculated in accordance with section 8(3) of that Ordinance; and
 - (c) the area of an item under clause 16(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
3. The purchase price is HK\$*[insert amount]*, payable by the Purchaser to the Vendor’s Solicitors as stakeholders as follows —
[insert payment terms in such a way that the operation of clause 13 will not be affected].
4. The Vendor shall —
- (a) continue the construction of the Development with all due expedition;
 - (b) comply with the requirements of the Building Authority (where applicable) and of any other relevant Government authority relating to the Development; and
 - (c) complete the ⁰Phase/Development in all respects in compliance with the conditions of the Government Grant ²[in so far as they relate to the Phase] and the building plans (if any) on or before the *[insert the estimated material date for the development, or the estimated material date for the phase (in the case of a phase of a phased development, other than the final phase of a phased development), as provided by the Authorized Person—see sections 2(1) and 3(3) of the Residential Properties (First-hand Sales) Ordinance (Cap. 621) for the meanings of “material date” and “phased development”]* subject to such extensions of time as may be granted by the Authorized Person in accordance with clause 8.

S6-9

附表 6 —— 第 1 部

第 621 章

5. Subject to clause 6, if the Vendor fails to complete the ⁰Phase/Development by the date specified in clause 4(c) as extended by any extensions of time granted by the Authorized Person under clause 8, the Purchaser is at liberty, in addition to any other remedy that the Purchaser may have, by notice in writing to the Vendor to rescind this Agreement and upon service of such notice, this Agreement is rescinded, and the Vendor shall, within 7 days after the rescission, repay to the Purchaser all amounts paid by the Purchaser under this Agreement together with interest on those amounts at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time from the date or dates on which such amounts were paid up to the date of repayment, the repayment of such amounts and interest to be in full and final settlement of all claims by the Purchaser against the Vendor under this Agreement.
6. If the Purchaser does not rescind this Agreement under clause 5 within 28 days after the date specified in clause 4(c) or any extended date under clause 8, the Purchaser is deemed, without prejudice to the Purchaser's rights under clause 7, to have elected to wait for completion of the ⁰Phase/Development. In such event the Vendor shall pay to the Purchaser interest at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time on all amounts paid under this Agreement from the date following the date specified in clause 4(c) or any extended date under clause 8 up to the date of completion of the ⁰Phase/Development. Such interest shall be paid or allowed as a credit to the Purchaser in respect of the purchase price on completion of the sale and purchase.
7. Despite clauses 5 and 6, if the ⁰Phase/Development is not completed within a period of 6 months from the date specified in clause 4(c) or any extended date under clause 8, the Purchaser is at liberty either to rescind this Agreement in which event the

Schedule 6—Part 1

S6-10

Cap. 621

5. Subject to clause 6, if the Vendor fails to complete the ⁰Phase/Development by the date specified in clause 4(c) as extended by any extensions of time granted by the Authorized Person under clause 8, the Purchaser is at liberty, in addition to any other remedy that the Purchaser may have, by notice in writing to the Vendor to rescind this Agreement and upon service of such notice, this Agreement is rescinded, and the Vendor shall, within 7 days after the rescission, repay to the Purchaser all amounts paid by the Purchaser under this Agreement together with interest on those amounts at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time from the date or dates on which such amounts were paid up to the date of repayment, the repayment of such amounts and interest to be in full and final settlement of all claims by the Purchaser against the Vendor under this Agreement.
6. If the Purchaser does not rescind this Agreement under clause 5 within 28 days after the date specified in clause 4(c) or any extended date under clause 8, the Purchaser is deemed, without prejudice to the Purchaser's rights under clause 7, to have elected to wait for completion of the ⁰Phase/Development. In such event the Vendor shall pay to the Purchaser interest at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time on all amounts paid under this Agreement from the date following the date specified in clause 4(c) or any extended date under clause 8 up to the date of completion of the ⁰Phase/Development. Such interest shall be paid or allowed as a credit to the Purchaser in respect of the purchase price on completion of the sale and purchase.
7. Despite clauses 5 and 6, if the ⁰Phase/Development is not completed within a period of 6 months from the date specified in clause 4(c) or any extended date under clause 8, the Purchaser is at liberty either to rescind this Agreement in which event the

S6-11
第 621 章

附表 6 —— 第 1 部

provisions of clause 5 relating to repayment and interest apply or to await the completion of the ⁰Phase/Development in which event the provisions of clause 6 relating to the payment of interest apply.

8. The Vendor is entitled to such extensions of time for completion of the ⁰Phase/Development beyond the date specified in clause 4(c) as granted by the Authorized Person and appear to the Authorized Person to be reasonable having regard to delays caused exclusively by any one or more of the following reasons —

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

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

9. The Vendor shall within 14 days after the issue of any such extensions of time granted by the Authorized Person under clause 8 furnish the Purchaser with a copy of the relevant certificate of extension.
10. The Vendor shall apply in writing for a Certificate of Compliance or the consent of the Director of Lands to assign in respect of the ⁰Phase/Development within 14 days after its having completed the ⁰Phase/Development as stipulated in clause 4(c).

Schedule 6—Part 1

S6-12
Cap. 621

provisions of clause 5 relating to repayment and interest apply or to await the completion of the ⁰Phase/Development in which event the provisions of clause 6 relating to the payment of interest apply.

8. The Vendor is entitled to such extensions of time for completion of the ⁰Phase/Development beyond the date specified in clause 4(c) as granted by the Authorized Person and appear to the Authorized Person to be reasonable having regard to delays caused exclusively by any one or more of the following reasons —

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

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

9. The Vendor shall within 14 days after the issue of any such extensions of time granted by the Authorized Person under clause 8 furnish the Purchaser with a copy of the relevant certificate of extension.
10. The Vendor shall apply in writing for a Certificate of Compliance or the consent of the Director of Lands to assign in respect of the ⁰Phase/Development within 14 days after its having completed the ⁰Phase/Development as stipulated in clause 4(c).

S6-13
第 621 章

附表 6 —— 第 1 部

11. For the purpose of clauses 4, 5, 6, 7, 8 and 10, the issue of a Certificate of Compliance or consent to assign by the Director of Lands is conclusive evidence that the ^oPhase/Development has been completed or is deemed to be completed as the case may be and nothing in this Clause precludes the Vendor from proving that the Vendor has complied with clause 4(c) by any other means.
12. The Vendor shall notify the Purchaser in writing that the Vendor is in a position validly to assign the Property within one month after the issue of the Certificate of Compliance or the consent of the Director of Lands to assign, whichever first happens.
13. The sale and purchase shall be completed at the offices of the Vendor's Solicitors during office hours within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.
14. Subject to clause 17 and without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
15. The Vendor warrants —
 - (a) that the fittings, finishes and appliances as set out in clause 28 shall, on or before completion of the ^oPhase/Development, be incorporated into the Property;
 - (b) that the Property will, on completion of the ^oPhase/Development, be as shown on the plan attached to this Agreement and the measurements of the Property will be those as set out in clause 16; and

Schedule 6—Part 1

S6-14
Cap. 621

11. For the purpose of clauses 4, 5, 6, 7, 8 and 10, the issue of a Certificate of Compliance or consent to assign by the Director of Lands is conclusive evidence that the ^oPhase/Development has been completed or is deemed to be completed as the case may be and nothing in this Clause precludes the Vendor from proving that the Vendor has complied with clause 4(c) by any other means.
12. The Vendor shall notify the Purchaser in writing that the Vendor is in a position validly to assign the Property within one month after the issue of the Certificate of Compliance or the consent of the Director of Lands to assign, whichever first happens.
13. The sale and purchase shall be completed at the offices of the Vendor's Solicitors during office hours within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.
14. Subject to clause 17 and without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
15. The Vendor warrants —
 - (a) that the fittings, finishes and appliances as set out in clause 28 shall, on or before completion of the ^oPhase/Development, be incorporated into the Property;
 - (b) that the Property will, on completion of the ^oPhase/Development, be as shown on the plan attached to this Agreement and the measurements of the Property will be those as set out in clause 16; and

S6-15
第 621 章

附表 6 —— 第 1 部

- (c) that on completion of the Development the Vendor shall provide the communal *[and recreational] facilities as set out in clause 29.

16. The measurements of the Property are as follows —

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

Schedule 6—Part 1

S6-16
Cap. 621

- (c) that on completion of the Development the Vendor shall provide the communal *[and recreational] facilities as set out in clause 29.

16. The measurements of the Property are as follows —

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

S6-17
第 621 章

附表 6 —— 第 1 部

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

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

17. The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.
18. The ad valorem stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the *Purchaser/Vendor.
19. The special stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the *Purchaser/Vendor.
20. Time is in every respect of the essence of this Agreement.
21. Subject as provided in this Clause, any part of the purchase price paid by the Purchaser to the Vendor's Solicitors shall be held by them as stakeholders pending completion of the sale and purchase and shall be applied and released in the following manner only —
 - (a) first, towards payment of the Construction Costs and the Professional Fees to the Vendor from time to time in such amount or amounts as certified by the Authorized Person as having been expended or having become payable on the construction of the ^vPhase/Development;
 - (b) second, towards repayment of funds drawn under the Building Mortgage (if any) for payment of the Construction Costs and the Professional Fees and interest on the Construction Costs or Professional Fees;
 - (c) third, in the event of the Vendor's Solicitors and all other solicitors (if any) acting for the Vendor in the sale of the residential units in the ^vPhase/Development at any time

Schedule 6—Part 1

S6-18
Cap. 621

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

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

17. The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.
18. The ad valorem stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the *Purchaser/Vendor.
19. The special stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the *Purchaser/Vendor.
20. Time is in every respect of the essence of this Agreement.
21. Subject as provided in this Clause, any part of the purchase price paid by the Purchaser to the Vendor's Solicitors shall be held by them as stakeholders pending completion of the sale and purchase and shall be applied and released in the following manner only —
 - (a) first, towards payment of the Construction Costs and the Professional Fees to the Vendor from time to time in such amount or amounts as certified by the Authorized Person as having been expended or having become payable on the construction of the ^vPhase/Development;
 - (b) second, towards repayment of funds drawn under the Building Mortgage (if any) for payment of the Construction Costs and the Professional Fees and interest on the Construction Costs or Professional Fees;
 - (c) third, in the event of the Vendor's Solicitors and all other solicitors (if any) acting for the Vendor in the sale of the residential units in the ^vPhase/Development at any time

S6-19
第 621 章

附表 6 —— 第 1 部

holding as stakeholders a sufficient sum to cover the entire outstanding balance of the Construction Costs and the Professional Fees as certified by the Authorized Person from time to time and other sums referred to in sub-clause (b) above, towards payment of any other moneys secured by the Building Mortgage (if any); and

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

Provided Always that —

- (i) in respect of any payment under sub-clause (a) above the Vendor's Solicitors shall not at any time release to the Vendor any sum in excess of the amount certified by the Authorized Person as having been paid and/or become payable towards the Construction Costs and the Professional Fees at that time less the amount which the Vendor has drawn under the Building Mortgage (if any) for payment of the Construction Costs and the Professional Fees; and
- (ii) the Vendor shall not in any circumstances draw under the Building Mortgage (if any) any part of the Construction Costs and the Professional Fees already paid under sub-clause (a) above.

22. Any notice required to be given under this Agreement —

- (a) is deemed to have been validly given to a party if —
- (i) the notice is addressed to the party; and
- (ii) the notice is sent by ordinary prepaid post to —

Schedule 6—Part 1

S6-20
Cap. 621

holding as stakeholders a sufficient sum to cover the entire outstanding balance of the Construction Costs and the Professional Fees as certified by the Authorized Person from time to time and other sums referred to in sub-clause (b) above, towards payment of any other moneys secured by the Building Mortgage (if any); and

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

Provided Always that —

- (i) in respect of any payment under sub-clause (a) above the Vendor's Solicitors shall not at any time release to the Vendor any sum in excess of the amount certified by the Authorized Person as having been paid and/or become payable towards the Construction Costs and the Professional Fees at that time less the amount which the Vendor has drawn under the Building Mortgage (if any) for payment of the Construction Costs and the Professional Fees; and
- (ii) the Vendor shall not in any circumstances draw under the Building Mortgage (if any) any part of the Construction Costs and the Professional Fees already paid under sub-clause (a) above.

22. Any notice required to be given under this Agreement —

- (a) is deemed to have been validly given to a party if —
- (i) the notice is addressed to the party; and
- (ii) the notice is sent by ordinary prepaid post to —

S6-21
第 621 章

附表 6 —— 第 1 部

- (A) the party's address stated in this Agreement; or
 - (B) the party's last known address (where a notification of change of address has previously been given to the other party or the other party's solicitors); and
- (b) is deemed to have been served on the second business day after the date of posting.

23. The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 6 months after the date of completion of the sale and purchase under clause 13, remedy any defects to the Property, or the fittings, finishes or appliances as set out in clause 28, caused otherwise than by the act or neglect of the Purchaser. The provisions of this Clause are without prejudice to any other rights or remedies that the Purchaser may have at common law or otherwise.
24. The Vendor undertakes with the Purchaser to use its best endeavours to enforce all defects and maintenance obligations under all contracts relating to the construction of the Development in so far as such defects relate to or affect the Property or the common areas or common parts and common facilities of the Development.
25. In the event of the winding-up (whether voluntary or otherwise) or dissolution of the Vendor, the benefit and rights of and in all warranties and guarantees under all contracts relating to the construction of the Development shall be assigned by the Vendor to the Owners' Corporation incorporated under the Building Management Ordinance (Cap. 344) or if no such corporation exists to the manager of the Development for the time being to be held in trust for the Purchaser and all other purchasers of units in the Development.

Schedule 6—Part 1

S6-22
Cap. 621

- (A) the party's address stated in this Agreement; or
 - (B) the party's last known address (where a notification of change of address has previously been given to the other party or the other party's solicitors); and
- (b) is deemed to have been served on the second business day after the date of posting.

23. The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 6 months after the date of completion of the sale and purchase under clause 13, remedy any defects to the Property, or the fittings, finishes or appliances as set out in clause 28, caused otherwise than by the act or neglect of the Purchaser. The provisions of this Clause are without prejudice to any other rights or remedies that the Purchaser may have at common law or otherwise.
24. The Vendor undertakes with the Purchaser to use its best endeavours to enforce all defects and maintenance obligations under all contracts relating to the construction of the Development in so far as such defects relate to or affect the Property or the common areas or common parts and common facilities of the Development.
25. In the event of the winding-up (whether voluntary or otherwise) or dissolution of the Vendor, the benefit and rights of and in all warranties and guarantees under all contracts relating to the construction of the Development shall be assigned by the Vendor to the Owners' Corporation incorporated under the Building Management Ordinance (Cap. 344) or if no such corporation exists to the manager of the Development for the time being to be held in trust for the Purchaser and all other purchasers of units in the Development.

S6-23
第 621 章

附表 6 —— 第 1 部

26. Clauses 15, 23, 24 and 25 will survive completion of the sale and purchase by the Assignment.
27. If any date stipulated for payment in this Agreement or the day on which completion of the sale and purchase is to take place as provided in this Agreement falls on a day that is not a business day or on a day on which Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m., such date for payment or completion of the sale and purchase is automatically postponed to the immediately following day that is a business day and on which no Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m.
28. The Vendor shall, on or before completion of the ^oPhase/Development, incorporate into the Property the fittings, finishes and appliances as follows —
[insert fittings, finishes and appliances].
Provided Always that if the Vendor is prevented by force majeure or other reason beyond its control from obtaining such fittings, finishes and appliances, other fittings, finishes and appliances certified by the Authorized Person to be of comparable quality may be substituted.
29. The communal *[and recreational] facilities are as follows —
[insert communal and recreational facilities].

* Delete as appropriate.

Schedule 6—Part 1

S6-24
Cap. 621

26. Clauses 15, 23, 24 and 25 will survive completion of the sale and purchase by the Assignment.
27. If any date stipulated for payment in this Agreement or the day on which completion of the sale and purchase is to take place as provided in this Agreement falls on a day that is not a business day or on a day on which Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m., such date for payment or completion of the sale and purchase is automatically postponed to the immediately following day that is a business day and on which no Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m.
28. The Vendor shall, on or before completion of the ^oPhase/Development, incorporate into the Property the fittings, finishes and appliances as follows —
[insert fittings, finishes and appliances].
Provided Always that if the Vendor is prevented by force majeure or other reason beyond its control from obtaining such fittings, finishes and appliances, other fittings, finishes and appliances certified by the Authorized Person to be of comparable quality may be substituted.
29. The communal *[and recreational] facilities are as follows —
[insert communal and recreational facilities].

* Delete as appropriate.

S6-25
第 621 章

附表 6 —— 第 2 部

- γ Delete “Development” for phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (Cap. 621)). Otherwise delete “Phase”.
- β For phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (Cap. 621)) only. Delete as appropriate.
- θ Delete “Development” for phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (Cap. 621)) except the final phase. Otherwise delete “Phase”.
- Σ Applicable for phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (Cap. 621)) except the final phase of a phased development. Delete as appropriate.

第 2 部

1. 在本合約中 ——
- (a) “認可人士”指屬《一手住宅物業銷售條例》(第 621 章) 第 2 條所指的認可人士的“本期／本發展項目”的認可人士；
- *(b) “建築按揭”指日期為 [填上文書的日期] 並於土地註冊處以註冊摘要第 [填上註冊摘要編號] 號註冊的 [填上文書的描述] ；]
- (c) “建築圖則” ——
- (i) 指由認可人士就“本期／本發展項目”擬備並經建築事務監督批准的圖則；及
- (ii) 包括對第 (i) 段所述的圖則的任何經批准修訂；
- (d) “辦公日”指符合以下說明的日子 ——
- (i) 不屬星期六、星期日或公眾假期；及
- (ii) 銀行在該日於香港特別行政區開放營業；

Schedule 6—Part 2

S6-26
Cap. 621

- γ Delete “Development” for phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (Cap. 621)). Otherwise delete “Phase”.
- β For phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (Cap. 621)) only. Delete as appropriate.
- θ Delete “Development” for phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (Cap. 621)) except the final phase. Otherwise delete “Phase”.
- Σ Applicable for phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (Cap. 621)) except the final phase of a phased development. Delete as appropriate.

第 2 部

1. 在本合約中 ——
- (a) “認可人士”指屬《一手住宅物業銷售條例》(第 621 章) 第 2 條所指的認可人士的“本期／本發展項目”的認可人士；
- *(b) “建築按揭”指日期為 [填上文書的日期] 並於土地註冊處以註冊摘要第 [填上註冊摘要編號] 號註冊的 [填上文書的描述] ；]
- (c) “建築圖則” ——
- (i) 指由認可人士就“本期／本發展項目”擬備並經建築事務監督批准的圖則；及
- (ii) 包括對第 (i) 段所述的圖則的任何經批准修訂；
- (d) “辦公日”指符合以下說明的日子 ——
- (i) 不屬星期六、星期日或公眾假期；及
- (ii) 銀行在該日於香港特別行政區開放營業；

S6-27
第 621 章

附表 6 —— 第 2 部

- (e) “合格證明書”指已經或將會由地政總署署長或其代表發出的證明書，而該證明書表明關乎該土地的政府批地書下賣方的所有積極性責任，均已獲遵從；
- (f) “建築費用”指以下數額的總和 ——
- (i) 任何已經或將會就已進行或將會進行的工程及已供應或將會供應的物料或貨品而招致的款項，而該款項關乎⁷本期／本發展項目的土地的地盤平整及地基結構和上層結構的建造（包括第 29 條所列出的公用*[及康樂]設施），以及令⁷本期／本發展項目有適合取得獲發佔用許可證的資格（如適用的話）並符合政府批地書的條件⁷只限於與本期有關的範圍內]；
 - (ii) 賣方為以下事項而需招致的任何款項：安裝⁷本期／本發展項目的裝置、裝修物料及設備（包括第 28 條所列出的裝置、裝修物料及設備），以及令⁷本期／本發展項目的每個單位處於可交付狀態，以便可以在買賣完成時交樓予一眾買方；及
 - (iii) 按認可人士的合理意見認為是為以下事項而需招致的任何其他款項（不包括專業費用）：完成⁷本期／本發展項目，使⁷本期／本發展項目取得獲發佔用許可證的資格（如適用的話）並符合政府批地書的條件⁷只限於與本期有關的範圍內]及本合約；
- (g) “本發展項目”指正在或將會在該土地上興建並擬名為“[填上本發展項目的名稱]”的[填上本發展項目的扼要描述，以在合理地切實可行的範圍內，盡量提供最多資料，使買方可以大體上了解本發展項目的性質及組成、本發展項目內提供的公用及康樂設施（如有的話），及其他特點（如有的話）等]；
- (h) “政府”指香港特別行政區政府；
- (i) “政府批地書”指[填上文書的描述]；
- (j) “該土地”指在土地註冊處註冊為[填上地段編號]的整片或整幅土地；

Schedule 6—Part 2

S6-28
Cap. 621

- (e) “合格證明書”指已經或將會由地政總署署長或其代表發出的證明書，而該證明書表明關乎該土地的政府批地書下賣方的所有積極性責任，均已獲遵從；
- (f) “建築費用”指以下數額的總和 ——
- (i) 任何已經或將會就已進行或將會進行的工程及已供應或將會供應的物料或貨品而招致的款項，而該款項關乎⁷本期／本發展項目的土地的地盤平整及地基結構和上層結構的建造（包括第 29 條所列出的公用*[及康樂]設施），以及令⁷本期／本發展項目有適合取得獲發佔用許可證的資格（如適用的話）並符合政府批地書的條件⁷只限於與本期有關的範圍內]；
 - (ii) 賣方為以下事項而需招致的任何款項：安裝⁷本期／本發展項目的裝置、裝修物料及設備（包括第 28 條所列出的裝置、裝修物料及設備），以及令⁷本期／本發展項目的每個單位處於可交付狀態，以便可以在買賣完成時交樓予一眾買方；及
 - (iii) 按認可人士的合理意見認為是為以下事項而需招致的任何其他款項（不包括專業費用）：完成⁷本期／本發展項目，使⁷本期／本發展項目取得獲發佔用許可證的資格（如適用的話）並符合政府批地書的條件⁷只限於與本期有關的範圍內]及本合約；
- (g) “本發展項目”指正在或將會在該土地上興建並擬名為“[填上本發展項目的名稱]”的[填上本發展項目的扼要描述，以在合理地切實可行的範圍內，盡量提供最多資料，使買方可以大體上了解本發展項目的性質及組成、本發展項目內提供的公用及康樂設施（如有的話），及其他特點（如有的話）等]；
- (h) “政府”指香港特別行政區政府；
- (i) “政府批地書”指[填上文書的描述]；
- (j) “該土地”指在土地註冊處註冊為[填上地段編號]的整片或整幅土地；

S6-29
第 621 章

附表 6 —— 第 2 部

- (k) “佔用許可證”指由建築事務監督根據《建築物條例》(第 123 章)第 21 條，就^r本期／本發展項目中的每幢建築物發出的佔用許可證或臨時佔用許可證；
- (l) “辦公時間”指由上午 10 時起至同日下午 4 時 30 分為止的期間；
- ^p[(m) “本期”指包括 [填上組成本期的建築物的描述] 的本發展項目的第 [填上期數] 期；]
- (n) “專業費用”指賣方已經或將會就完成^r本期／本發展項目而僱用認可人士及其他專業人士或顧問而招致的任何款項；及
- (o) “賣方律師”指 [填上賣方律師事務所的名稱]。

2. 在本合約中 ——

- (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
- (b) 第 16(a) 條所指的項目的樓面面積，按照該條例第 8(3) 條計算；及
- (c) 第 16(b) 條所指的項目的面積，按照該條例附表 2 第 2 部計算。

3. 售價為港幣 [填上款額] 元，須由買方支付予作為保證金保存人的賣方律師，付款方式如下 ——

[填上不影響第 13 條的施行的付款條款]。

4. 賣方須 ——

- (a) 繼續以應有速度，迅速建造本發展項目；
- (b) 遵從建築事務監督 (如適用的話) 及任何其他相關政府當局的關乎本發展項目的規定或要求；及
- (c) 於 [填上認可人士提供的本發展項目的預計關鍵日期，或本期的預計關鍵日期 (如屬分期發展項目的某一期，但

Schedule 6—Part 2

S6-30
Cap. 621

- (k) “佔用許可證”指由建築事務監督根據《建築物條例》(第 123 章)第 21 條，就^r本期／本發展項目中的每幢建築物發出的佔用許可證或臨時佔用許可證；
- (l) “辦公時間”指由上午 10 時起至同日下午 4 時 30 分為止的期間；
- ^p[(m) “本期”指包括 [填上組成本期的建築物的描述] 的本發展項目的第 [填上期數] 期；]
- (n) “專業費用”指賣方已經或將會就完成^r本期／本發展項目而僱用認可人士及其他專業人士或顧問而招致的任何款項；及
- (o) “賣方律師”指 [填上賣方律師事務所的名稱]。

2. 在本合約中 ——

- (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
- (b) 第 16(a) 條所指的項目的樓面面積，按照該條例第 8(3) 條計算；及
- (c) 第 16(b) 條所指的項目的面積，按照該條例附表 2 第 2 部計算。

3. 售價為港幣 [填上款額] 元，須由買方支付予作為保證金保存人的賣方律師，付款方式如下 ——

[填上不影響第 13 條的施行的付款條款]。

4. 賣方須 ——

- (a) 繼續以應有速度，迅速建造本發展項目；
- (b) 遵從建築事務監督 (如適用的話) 及任何其他相關政府當局的關乎本發展項目的規定或要求；及
- (c) 於 [填上認可人士提供的本發展項目的預計關鍵日期，或本期的預計關鍵日期 (如屬分期發展項目的某一期，但

S6-31
第 621 章

附表 6 —— 第 2 部

分期發展項目的最後一期除外)——“關鍵日期”及“分期發展項目”的涵義需參閱《一手住宅物業銷售條例》(第 621 章)第 2(1) 及 3(3) 條] 或之前, 在各方面符合政府批地書的條件²[只限於與本期有關的範圍內]及建築圖則(如有的話)完成⁰本期/本發展項目。但如認可人士按照第 8 條批予延期, 則屬例外。

5. 除第 6 條另有規定外, 如賣方於第 4(c) 條指明的日期(如獲認可人士根據第 8 條批予延期, 則於經延展的日期)或之前未能完成⁰本期/本發展項目, 則買方除任何其他可用的補救方法外, 可藉向賣方發出書面通知, 撤銷本合約, 而該通知一經送達, 本合約即告撤銷。賣方須於撤銷後的 7 日內, 將買方根據本合約支付的所有款項, 連同該等款項的利息, 退還買方。利息由個別支付日期起計, 直至退款日期為止, 按香港上海滙豐銀行有限公司不時指明的最優惠利率加年利率 2% 計算。上述款項連同利息一經退還, 即完全並最終解決買方在本合約之下對賣方的所有申索。
6. 如買方不在第 4(c) 條指明的日期或第 8 條所指的任何經延展的日期後的 28 日內, 根據第 5 條撤銷本合約, 則在不削弱買方在第 7 條下的權利的情況下, 買方即當作已選擇等待⁰本期/本發展項目完成。在此情況下, 賣方須向買方支付買方根據本合約支付的所有款項的利息, 利息由第 4(c) 條指明的日期翌日或第 8 條所指的任何經延展的日期翌日起計, 直至⁰本期/本發展項目完成的日期為止, 按香港上海滙豐銀行有限公司不時指明的最優惠利率加年利率 2% 計算。該利息須於買賣完成時向買方支付, 或容許買方作售價的抵免。
7. 即使有第 5 及 6 條的規定, 如⁰本期/本發展項目未能在第 4(c) 條指明的日期或第 8 條所指的任何經延展的日期起計的 6 個月內完成, 則買方可撤銷本合約, 而在該情況下, 第 5 條中關於退還付款及利息的條文適用; 買方亦可等待⁰本期/本發

Schedule 6—Part 2

S6-32
Cap. 621

分期發展項目的最後一期除外)——“關鍵日期”及“分期發展項目”的涵義需參閱《一手住宅物業銷售條例》(第 621 章)第 2(1) 及 3(3) 條] 或之前, 在各方面符合政府批地書的條件²[只限於與本期有關的範圍內]及建築圖則(如有的話)完成⁰本期/本發展項目。但如認可人士按照第 8 條批予延期, 則屬例外。

5. 除第 6 條另有規定外, 如賣方於第 4(c) 條指明的日期(如獲認可人士根據第 8 條批予延期, 則於經延展的日期)或之前未能完成⁰本期/本發展項目, 則買方除任何其他可用的補救方法外, 可藉向賣方發出書面通知, 撤銷本合約, 而該通知一經送達, 本合約即告撤銷。賣方須於撤銷後的 7 日內, 將買方根據本合約支付的所有款項, 連同該等款項的利息, 退還買方。利息由個別支付日期起計, 直至退款日期為止, 按香港上海滙豐銀行有限公司不時指明的最優惠利率加年利率 2% 計算。上述款項連同利息一經退還, 即完全並最終解決買方在本合約之下對賣方的所有申索。
6. 如買方不在第 4(c) 條指明的日期或第 8 條所指的任何經延展的日期後的 28 日內, 根據第 5 條撤銷本合約, 則在不削弱買方在第 7 條下的權利的情況下, 買方即當作已選擇等待⁰本期/本發展項目完成。在此情況下, 賣方須向買方支付買方根據本合約支付的所有款項的利息, 利息由第 4(c) 條指明的日期翌日或第 8 條所指的任何經延展的日期翌日起計, 直至⁰本期/本發展項目完成的日期為止, 按香港上海滙豐銀行有限公司不時指明的最優惠利率加年利率 2% 計算。該利息須於買賣完成時向買方支付, 或容許買方作售價的抵免。
7. 即使有第 5 及 6 條的規定, 如⁰本期/本發展項目未能在第 4(c) 條指明的日期或第 8 條所指的任何經延展的日期起計的 6 個月內完成, 則買方可撤銷本合約, 而在該情況下, 第 5 條中關於退還付款及利息的條文適用; 買方亦可等待⁰本期/本發

S6-33
第 621 章

附表 6 —— 第 2 部

展項目完成，而在該情況下，第 6 條中關於支付利息的條文適用。

8. 賣方有權獲得認可人士批予該認可人士在顧及純粹由以下一個或多於一個原因所導致的延遲後認為合理的延期，以在第 4(c) 條指明的日期之後，完成⁰ 本期／本發展項目 ——
- (a) 工人罷工或封閉工地；
 - (b) 暴動或內亂；
 - (c) 不可抗力或天災；
 - (d) 火警或其他賣方所不能控制的意外；
 - (e) 戰爭；或
 - (f) 惡劣天氣。

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

9. 賣方須於認可人士根據第 8 條批予延期後的 14 日內，向買方提供有關延期證明書的文本。
10. 賣方須於按照第 4(c) 條的規定完成⁰ 本期／本發展項目後的 14 日內，以書面為⁰ 本期／本發展項目申請合格證明書，或申請地政總署署長的轉讓同意。
11. 就第 4、5、6、7、8 及 10 條而言，合格證明書或地政總署署長的轉讓同意的發出，即為證明⁰ 本期／本發展項目已完成或當作已完成（視屬何情況而定）的不可推翻的證據。本條並不阻止賣方以任何其他方式，證明賣方已符合第 4(c) 條的規定。
12. 賣方須在合格證明書或地政總署署長的轉讓同意（以較先發生者為準）發出後的一個月內，就賣方有能力有效地轉讓本物業一事，以書面通知買方。

Schedule 6—Part 2

S6-34
Cap. 621

展項目完成，而在該情況下，第 6 條中關於支付利息的條文適用。

8. 賣方有權獲得認可人士批予該認可人士在顧及純粹由以下一個或多於一個原因所導致的延遲後認為合理的延期，以在第 4(c) 條指明的日期之後，完成⁰ 本期／本發展項目 ——
- (a) 工人罷工或封閉工地；
 - (b) 暴動或內亂；
 - (c) 不可抗力或天災；
 - (d) 火警或其他賣方所不能控制的意外；
 - (e) 戰爭；或
 - (f) 惡劣天氣。

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

9. 賣方須於認可人士根據第 8 條批予延期後的 14 日內，向買方提供有關延期證明書的文本。
10. 賣方須於按照第 4(c) 條的規定完成⁰ 本期／本發展項目後的 14 日內，以書面為⁰ 本期／本發展項目申請合格證明書，或申請地政總署署長的轉讓同意。
11. 就第 4、5、6、7、8 及 10 條而言，合格證明書或地政總署署長的轉讓同意的發出，即為證明⁰ 本期／本發展項目已完成或當作已完成（視屬何情況而定）的不可推翻的證據。本條並不阻止賣方以任何其他方式，證明賣方已符合第 4(c) 條的規定。
12. 賣方須在合格證明書或地政總署署長的轉讓同意（以較先發生者為準）發出後的一個月內，就賣方有能力有效地轉讓本物業一事，以書面通知買方。

S6-35
第 621 章

附表 6 —— 第 2 部

13. 在賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內，買賣須於辦公時間內，在賣方律師的辦事處完成。
14. 除第 17 條另有規定外及在不損害《物業轉易及財產條例》(第 219 章) 第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
15. 賣方保證 ——
- (a) 在完成⁰本期／本發展項目之時或之前，第 28 條所列出的裝置、裝修物料及設備將裝設於本物業內；
 - (b) 在完成⁰本期／本發展項目時，本物業將如附於本合約的圖則所示，而本物業的量度尺寸將為第 16 條所列出的量度尺寸；及
 - (c) 在完成本發展項目時，賣方須提供第 29 條所列出的公用*[及康樂]設施。
16. 本物業的量度尺寸如下 ——
- (a) 本物業的實用面積為 [填上數字] 平方米／[填上數字] 平方呎*[，其中 ——]
*[[填上數字] 平方米／[填上數字] 平方呎為露台的樓面面積]；
*[[填上數字] 平方米／[填上數字] 平方呎為工作平台的樓面面積]；
*[[填上數字] 平方米／[填上數字] 平方呎為陽台的樓面面積]；及
 - (b) 其他量度尺寸為 ——
*[空調機房的面積為 [填上數字] 平方米／[填上數字] 平方呎]；
*[窗台的面積為 [填上數字] 平方米／[填上數字] 平方呎]；
*[閣樓的面積為 [填上數字] 平方米／[填上數字] 平方呎]；

Schedule 6—Part 2

S6-36
Cap. 621

13. 在賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內，買賣須於辦公時間內，在賣方律師的辦事處完成。
14. 除第 17 條另有規定外及在不損害《物業轉易及財產條例》(第 219 章) 第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
15. 賣方保證 ——
- (a) 在完成⁰本期／本發展項目之時或之前，第 28 條所列出的裝置、裝修物料及設備將裝設於本物業內；
 - (b) 在完成⁰本期／本發展項目時，本物業將如附於本合約的圖則所示，而本物業的量度尺寸將為第 16 條所列出的量度尺寸；及
 - (c) 在完成本發展項目時，賣方須提供第 29 條所列出的公用*[及康樂]設施。
16. 本物業的量度尺寸如下 ——
- (a) 本物業的實用面積為 [填上數字] 平方米／[填上數字] 平方呎*[，其中 ——]
*[[填上數字] 平方米／[填上數字] 平方呎為露台的樓面面積]；
*[[填上數字] 平方米／[填上數字] 平方呎為工作平台的樓面面積]；
*[[填上數字] 平方米／[填上數字] 平方呎為陽台的樓面面積]；及
 - (b) 其他量度尺寸為 ——
*[空調機房的面積為 [填上數字] 平方米／[填上數字] 平方呎]；
*[窗台的面積為 [填上數字] 平方米／[填上數字] 平方呎]；
*[閣樓的面積為 [填上數字] 平方米／[填上數字] 平方呎]；

S6-37
第 621 章

附表 6 —— 第 2 部

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

17. 如賣方在本物業的權益屬衡平法權益而非法定產業權，買方不得提出反對。
18. 就本合約及有關轉讓契須支付的從價印花稅（如有的話），由
* 買方／賣方承擔及支付。
19. 就本合約及有關轉讓契須支付的額外印花稅（如有的話），由
* 買方／賣方承擔及支付。
20. 就每一方面而言，時間為本合約的關鍵元素。
21. 除本條另有規定外，在買賣完成前，由買方向賣方律師支付的售價任何部分，須由該律師作為保證金保存人而持有，並僅可按以下方式運用及發放 ——
- (a) 第一，不時向賣方發放經認可人士證明為用於建造^y本期／本發展項目已支用或須支付的款額，以支付建築費用及專業費用；
 - (b) 第二，用於償還根據建築按揭（如有的話）支取以支付建築費用及專業費用的資金及其利息；
 - (c) 第三，如賣方律師及在^y本期／本發展項目的住宅單位的買賣中代表賣方行事的所有其他律師（如有的話）作為保

Schedule 6—Part 2

S6-38
Cap. 621

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

17. 如賣方在本物業的權益屬衡平法權益而非法定產業權，買方不得提出反對。
18. 就本合約及有關轉讓契須支付的從價印花稅（如有的話），由
* 買方／賣方承擔及支付。
19. 就本合約及有關轉讓契須支付的額外印花稅（如有的話），由
* 買方／賣方承擔及支付。
20. 就每一方面而言，時間為本合約的關鍵元素。
21. 除本條另有規定外，在買賣完成前，由買方向賣方律師支付的售價任何部分，須由該律師作為保證金保存人而持有，並僅可按以下方式運用及發放 ——
- (a) 第一，不時向賣方發放經認可人士證明為用於建造^y本期／本發展項目已支用或須支付的款額，以支付建築費用及專業費用；
 - (b) 第二，用於償還根據建築按揭（如有的話）支取以支付建築費用及專業費用的資金及其利息；
 - (c) 第三，如賣方律師及在^y本期／本發展項目的住宅單位的買賣中代表賣方行事的所有其他律師（如有的話）作為保

S6-39
第 621 章

附表 6 —— 第 2 部

證金保存人在任何時間所持的款項，足以支付不時經認可人士證明的建築費用及專業費用全部尚欠的餘額及上文 (b) 款所提述的其他款項，則用於支付以建築按揭 (如有的話) 為保證的任何其他款項；及

- (d) 第四，如賣方律師及在「本期／本發展項目的住宅單位的買賣中代表賣方行事的所有其他律師 (如有的話) 作為保證金保存人在任何時間所持的款項，足以支付上文 (c) 款所提述兩筆款項的總額，則賣方律師可向賣方發放剩餘款額。

但 ——

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

22. 根據本合約須發出的通知 ——

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

23. 凡本物業或第 28 條所列出的裝置、裝修物料或設備有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，則賣方在接獲

Schedule 6—Part 2

S6-40
Cap. 621

證金保存人在任何時間所持的款項，足以支付不時經認可人士證明的建築費用及專業費用全部尚欠的餘額及上文 (b) 款所提述的其他款項，則用於支付以建築按揭 (如有的話) 為保證的任何其他款項；及

- (d) 第四，如賣方律師及在「本期／本發展項目的住宅單位的買賣中代表賣方行事的所有其他律師 (如有的話) 作為保證金保存人在任何時間所持的款項，足以支付上文 (c) 款所提述兩筆款項的總額，則賣方律師可向賣方發放剩餘款額。

但 ——

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

22. 根據本合約須發出的通知 ——

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

23. 凡本物業或第 28 條所列出的裝置、裝修物料或設備有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，則賣方在接獲

S6-41
第 621 章

附表 6 —— 第 2 部

買方在第 13 條所指的買賣成交日期後的 6 個月內送達的書面通知後，須於合理地切實可行的範圍內，盡快自費作出補救。本條的規定並不削弱買方按普通法或其他法律可享有的任何其他權利或補救。

24. 賣方向買方承諾，如有關乎或影響本物業或本發展項目的公用地方或公用部分及公用設施的欠妥之處，則在該欠妥之處有此關連或影響的範圍內，賣方將盡力執行在所有與本發展項目的建造有關的合約下的關於該等欠妥之處及維修的所有責任。
25. 如賣方清盤（不論是否自發清盤）或解散，在所有關乎本發展項目的建造的合約下的所有保證條款及擔保的利益及權利，須由賣方轉讓予根據《建築物管理條例》（第 344 章）成立的業主立案法團；如沒有該法團存在，則須轉讓予本發展項目當其時的管理人，以信託形式，代買方及本發展項目所有其他單位的購樓人士持有。
26. 在以轉讓契完成買賣後，第 15、23、24 及 25 條維持有效。
27. 如任何本合約指定的付款日期或按本合約規定完成買賣的日期並非辦公日，或在上午 9 時至下午 5 時之間，懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號，則該付款日期或完成買賣日期自動順延至下一個緊接該日並在上午 9 時至下午 5 時之間沒有懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號的辦公日。
28. 賣方須在⁰本期／本發展項目完成之時或之前，將下列裝置、裝修物料及設備裝設於本物業內 ——
[填上裝置、裝修物料及設備]。

Schedule 6—Part 2

S6-42
Cap. 621

買方在第 13 條所指的買賣成交日期後的 6 個月內送達的書面通知後，須於合理地切實可行的範圍內，盡快自費作出補救。本條的規定並不削弱買方按普通法或其他法律可享有的任何其他權利或補救。

24. 賣方向買方承諾，如有關乎或影響本物業或本發展項目的公用地方或公用部分及公用設施的欠妥之處，則在該欠妥之處有此關連或影響的範圍內，賣方將盡力執行在所有與本發展項目的建造有關的合約下的關於該等欠妥之處及維修的所有責任。
25. 如賣方清盤（不論是否自發清盤）或解散，在所有關乎本發展項目的建造的合約下的所有保證條款及擔保的利益及權利，須由賣方轉讓予根據《建築物管理條例》（第 344 章）成立的業主立案法團；如沒有該法團存在，則須轉讓予本發展項目當其時的管理人，以信託形式，代買方及本發展項目所有其他單位的購樓人士持有。
26. 在以轉讓契完成買賣後，第 15、23、24 及 25 條維持有效。
27. 如任何本合約指定的付款日期或按本合約規定完成買賣的日期並非辦公日，或在上午 9 時至下午 5 時之間，懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號，則該付款日期或完成買賣日期自動順延至下一個緊接該日並在上午 9 時至下午 5 時之間沒有懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號的辦公日。
28. 賣方須在⁰本期／本發展項目完成之時或之前，將下列裝置、裝修物料及設備裝設於本物業內 ——
[填上裝置、裝修物料及設備]。

S6-43
第 621 章

附表 6 —— 第 2 部

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

29. 公用 *[及康樂] 設施如下 ——
[填上公用及康樂設施]。

* 將不適用者刪去。

γ 如屬分期發展項目(《一手住宅物業銷售條例》(第 621 章)所指者)，刪去“本發展項目”，否則刪去“本期”。

β 只適用於分期發展項目(《一手住宅物業銷售條例》(第 621 章)所指者)。將不適用者刪去。

θ 如屬分期發展項目(《一手住宅物業銷售條例》(第 621 章)所指者)及除最後一期外，刪去“本發展項目”，否則刪去“本期”。

Σ 適用於分期發展項目(《一手住宅物業銷售條例》(第 621 章)所指者)但分期發展項目的最後一期除外。將不適用者刪去。

(編輯修訂——2012 年第 2 號編輯修訂紀錄)

Schedule 6—Part 2

S6-44
Cap. 621

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

29. 公用 *[及康樂] 設施如下 ——
[填上公用及康樂設施]。

* 將不適用者刪去。

γ 如屬分期發展項目(《一手住宅物業銷售條例》(第 621 章)所指者)，刪去“本發展項目”，否則刪去“本期”。

β 只適用於分期發展項目(《一手住宅物業銷售條例》(第 621 章)所指者)。將不適用者刪去。

θ 如屬分期發展項目(《一手住宅物業銷售條例》(第 621 章)所指者)及除最後一期外，刪去“本發展項目”，否則刪去“本期”。

Σ 適用於分期發展項目(《一手住宅物業銷售條例》(第 621 章)所指者)但分期發展項目的最後一期除外。將不適用者刪去。

(Amended E.R. 2 of 2012)

附表 7

[第 9、55、56、57 及 95 條]

買賣合約須載有的條文 (不屬尚待符合條件的已落成發展項目的已落成發展項目)

第 1 部

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

Schedule 7

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

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

Part 1

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

S7-3
第 621 章

附表 7 —— 第 1 部

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

Schedule 7—Part 1

S7-4
Cap. 621

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

S7-5
第 621 章

附表 7 —— 第 1 部

7. The measurements of the Property are as follows —

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

Schedule 7—Part 1

S7-6
Cap. 621

7. The measurements of the Property are as follows —

- (a) the saleable area of the Property is *[insert figure]* square metres/*[insert figure]* square feet **[of which—]*
 **[[insert figure] square metres/[insert figure] square feet is the floor area of the balcony];*
 **[[insert figure] square metres/[insert figure] square feet is the floor area of the utility platform];*
 **[[insert figure] square metres/[insert figure] square feet is the floor area of the verandah];* and (*Amended E.R. 6 of 2019*)
- (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].*

S7-7
第 621 章

附表 7 —— 第 1 部

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

Schedule 7—Part 1

S7-8
Cap. 621

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

S7-9

附表 7 —— 第 1 部

第 621 章

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

Schedule 7—Part 1

S7-10

Cap. 621

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

S7-11
第 621 章

附表 7 —— 第 2 部

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

19. The Vendor shall incorporate into the Property the fittings, finishes and appliances as follows —
[insert fittings, finishes and appliances].
20. The communal *[and recreational] facilities are as follows —
[insert communal and recreational facilities].

* Delete as appropriate.

第 2 部

1. 在本合約中 ——
- (a) “辦公日”指符合以下說明的日子 ——
- (i) 不屬星期六、星期日或公眾假期；及
 - (ii) 銀行在該日於香港特別行政區開放營業；
- (b) “本發展項目”指已在或正在該土地上興建並名為“[填上本發展項目的名稱]”的[填上本發展項目的扼要描述，以在合理地切實可行的範圍內，盡量提供最多資料，使買方可以大體上了解本發展項目的性質及組成、本發展項目內提供的公用及康樂設施(如有的話)，及其他特點(如有的話)等]；

Schedule 7—Part 2

S7-12
Cap. 621

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

19. The Vendor shall incorporate into the Property the fittings, finishes and appliances as follows —
[insert fittings, finishes and appliances].
20. The communal *[and recreational] facilities are as follows —
[insert communal and recreational facilities].

* Delete as appropriate.

第 2 部

1. 在本合約中 ——
- (a) “辦公日”指符合以下說明的日子 ——
- (i) 不屬星期六、星期日或公眾假期；及
 - (ii) 銀行在該日於香港特別行政區開放營業；
- (b) “本發展項目”指已在或正在該土地上興建並名為“[填上本發展項目的名稱]”的[填上本發展項目的扼要描述，以在合理地切實可行的範圍內，盡量提供最多資料，使買方可以大體上了解本發展項目的性質及組成、本發展項目內提供的公用及康樂設施(如有的話)，及其他特點(如有的話)等]；

S7-13
第 621 章

附表 7 —— 第 2 部

- (c) “該土地”指在土地註冊處註冊為 [填上地段編號] 的整片或整幅土地；
- (d) “辦公時間”指由上午 10 時起至同日下午 4 時 30 分為止的期間；
- (e) “賣方律師”指 [填上賣方律師事務所的名稱]。
2. 在本合約中 ——
- (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章) 第 8 條給予該詞的涵義；
- (b) 第 7(a) 條所指的項目的樓面面積，按照該條例第 8(3) 條計算；及
- (c) 第 7(b) 條所指的項目的面積，按照該條例附表 2 第 2 部計算。
3. 售價為港幣 [填上款額] 元，須由買方支付予賣方律師，付款方式如下 ——
[填上不影響第 4 條的施行的付款條款]。
4. 買賣須在 [填上日期] 或之前，於辦公時間內，在賣方律師的辦事處完成。
5. 除第 8 條另有規定外及在不損害《物業轉易及財產條例》(第 219 章) 第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
6. 賣方保證 ——
- (a) 第 19 條所列出的裝置、裝修物料及設備將會裝設於本物業內；
- (b) 本物業將如附於本合約的圖則所示，而本物業的量度尺寸將為第 7 條所列出的量度尺寸；及

Schedule 7—Part 2

S7-14
Cap. 621

- (c) “該土地”指在土地註冊處註冊為 [填上地段編號] 的整片或整幅土地；
- (d) “辦公時間”指由上午 10 時起至同日下午 4 時 30 分為止的期間；
- (e) “賣方律師”指 [填上賣方律師事務所的名稱]。
2. 在本合約中 ——
- (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章) 第 8 條給予該詞的涵義；
- (b) 第 7(a) 條所指的項目的樓面面積，按照該條例第 8(3) 條計算；及
- (c) 第 7(b) 條所指的項目的面積，按照該條例附表 2 第 2 部計算。
3. 售價為港幣 [填上款額] 元，須由買方支付予賣方律師，付款方式如下 ——
[填上不影響第 4 條的施行的付款條款]。
4. 買賣須在 [填上日期] 或之前，於辦公時間內，在賣方律師的辦事處完成。
5. 除第 8 條另有規定外及在不損害《物業轉易及財產條例》(第 219 章) 第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
6. 賣方保證 ——
- (a) 第 19 條所列出的裝置、裝修物料及設備將會裝設於本物業內；
- (b) 本物業將如附於本合約的圖則所示，而本物業的量度尺寸將為第 7 條所列出的量度尺寸；及

S7-15
第 621 章

附表 7 —— 第 2 部

(c) 賣方須提供第 20 條所列出的公用 * [及康樂] 設施。

7. 本物業的量度尺寸如下 ——

- (a) 本物業的實用面積為 [填上數字] 平方米 / [填上數字] 平方呎 * [, 其中 ——]
 * [[填上數字] 平方米 / [填上數字] 平方呎為露台的樓面面積] ;
 * [[填上數字] 平方米 / [填上數字] 平方呎為工作平台的樓面面積] ;
 * [[填上數字] 平方米 / [填上數字] 平方呎為陽台的樓面面積] ; 及
- (b) 其他量度尺寸為 ——
 * [空調機房的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [窗台的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [閣樓的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [平台的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [花園的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [停車位的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [天台的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [梯屋的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [前庭的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [庭院的面積為 [填上數字] 平方米 / [填上數字] 平方呎] 。

8. 如賣方在本物業的權益屬衡平法權益而非法定產業權，買方不得提出反對。

9. 就本合約及有關轉讓契須支付的從價印花稅 (如有的話) ，由 * 買方 / 賣方承擔及支付。

Schedule 7—Part 2

S7-16
Cap. 621

(c) 賣方須提供第 20 條所列出的公用 * [及康樂] 設施。

7. 本物業的量度尺寸如下 ——

- (a) 本物業的實用面積為 [填上數字] 平方米 / [填上數字] 平方呎 * [, 其中 ——]
 * [[填上數字] 平方米 / [填上數字] 平方呎為露台的樓面面積] ;
 * [[填上數字] 平方米 / [填上數字] 平方呎為工作平台的樓面面積] ;
 * [[填上數字] 平方米 / [填上數字] 平方呎為陽台的樓面面積] ; 及
- (b) 其他量度尺寸為 ——
 * [空調機房的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [窗台的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [閣樓的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [平台的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [花園的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [停車位的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [天台的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [梯屋的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [前庭的面積為 [填上數字] 平方米 / [填上數字] 平方呎] ;
 * [庭院的面積為 [填上數字] 平方米 / [填上數字] 平方呎] 。

8. 如賣方在本物業的權益屬衡平法權益而非法定產業權，買方不得提出反對。

9. 就本合約及有關轉讓契須支付的從價印花稅 (如有的話) ，由 * 買方 / 賣方承擔及支付。

S7-17
第 621 章

附表 7 —— 第 2 部

10. 就本合約及有關轉讓契須支付的額外印花稅 (如有的話)，由
* 買方／賣方承擔及支付。
11. 就每一方面而言，時間為本合約的關鍵元素。
12. 如有本物業的按揭或押記，則在有上述按揭或押記之時，售價的任何部分均須支付予作為保證金保存人的賣方律師，賣方律師只可將該款項運用於取得本物業的再轉讓／解除，但如賣方律師所持的款項足以取得該項再轉讓／解除，則屬例外，而在此情況下，賣方律師可向賣方發放超出足以解除該按揭或押記的款項的剩餘款額。
13. 根據本合約須發出的通知 ——
(a) 如符合以下條件，即當作已有效地向某一方發出 ——
(i) 該通知寄給該一方；及
(ii) 該通知以一般預付郵遞方式寄往 ——
(A) 在本合約中述明的該一方的地址；或
(B) (如先前曾有地址變更的通知向另一方或該另一方的律師發出) 該一方最後為人所知的地址；及
(b) 當作於寄出日期後的第二個辦公日送達。
14. 凡本物業或第 19 條所列出的裝置、裝修物料或設備有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，則賣方在接獲買方在第 4 條所指的買賣成交日期後的 6 個月內送達的書面通知後，須於合理地切實可行的範圍內，盡快自費作出補救。本條的規定，並不削弱買方按普通法或其他法律可享有的任何其他權利或補救。
15. 賣方向買方承諾，如有關乎或影響本物業或本發展項目的公用地方或公用部分及公用設施的欠妥之處，則在該欠妥之處

Schedule 7—Part 2

S7-18
Cap. 621

10. 就本合約及有關轉讓契須支付的額外印花稅 (如有的話)，由
* 買方／賣方承擔及支付。
11. 就每一方面而言，時間為本合約的關鍵元素。
12. 如有本物業的按揭或押記，則在有上述按揭或押記之時，售價的任何部分均須支付予作為保證金保存人的賣方律師，賣方律師只可將該款項運用於取得本物業的再轉讓／解除，但如賣方律師所持的款項足以取得該項再轉讓／解除，則屬例外，而在此情況下，賣方律師可向賣方發放超出足以解除該按揭或押記的款項的剩餘款額。
13. 根據本合約須發出的通知 ——
(a) 如符合以下條件，即當作已有效地向某一方發出 ——
(i) 該通知寄給該一方；及
(ii) 該通知以一般預付郵遞方式寄往 ——
(A) 在本合約中述明的該一方的地址；或
(B) (如先前曾有地址變更的通知向另一方或該另一方的律師發出) 該一方最後為人所知的地址；及
(b) 當作於寄出日期後的第二個辦公日送達。
14. 凡本物業或第 19 條所列出的裝置、裝修物料或設備有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，則賣方在接獲買方在第 4 條所指的買賣成交日期後的 6 個月內送達的書面通知後，須於合理地切實可行的範圍內，盡快自費作出補救。本條的規定，並不削弱買方按普通法或其他法律可享有的任何其他權利或補救。
15. 賣方向買方承諾，如有關乎或影響本物業或本發展項目的公用地方或公用部分及公用設施的欠妥之處，則在該欠妥之處

S7-19
第 621 章

附表 7 —— 第 2 部

有此關連或影響的範圍內，賣方將盡力執行在所有與本發展項目的建造有關的合約下的關於該等欠妥之處及維修的所有責任。

16. 如賣方清盤（不論是否自發清盤）或解散，在所有關乎本發展項目的建造的合約下的所有保證條款及擔保的利益及權利，須由賣方轉讓予根據《建築物管理條例》（第 344 章）成立的業主立案法團；如沒有該法團存在，則須轉讓予本發展項目當其時的管理人，以信託形式，代買方及本發展項目所有其他單位的購樓人士持有。
17. 在以轉讓契完成買賣後，第 6、14、15 及 16 條維持有效。
18. 如任何本合約指定的付款日期或按本合約規定完成買賣的日期並非辦公日，或在上午 9 時至下午 5 時之間，懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號，則該付款日期或完成買賣日期自動順延至下一個緊接該日並在上午 9 時至下午 5 時之間沒有懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號的辦公日。
19. 賣方須將下列裝置、裝修物料及設備，裝設於本物業內 ——
[填上裝置、裝修物料及設備]。
20. 公用 *[及康樂] 設施如下 ——
[填上公用及康樂設施]。

* 將不適用者刪去。

(編輯修訂 —— 2012 年第 2 號編輯修訂紀錄)

Schedule 7—Part 2

S7-20
Cap. 621

有此關連或影響的範圍內，賣方將盡力執行在所有與本發展項目的建造有關的合約下的關於該等欠妥之處及維修的所有責任。

16. 如賣方清盤（不論是否自發清盤）或解散，在所有關乎本發展項目的建造的合約下的所有保證條款及擔保的利益及權利，須由賣方轉讓予根據《建築物管理條例》（第 344 章）成立的業主立案法團；如沒有該法團存在，則須轉讓予本發展項目當其時的管理人，以信託形式，代買方及本發展項目所有其他單位的購樓人士持有。
17. 在以轉讓契完成買賣後，第 6、14、15 及 16 條維持有效。
18. 如任何本合約指定的付款日期或按本合約規定完成買賣的日期並非辦公日，或在上午 9 時至下午 5 時之間，懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號，則該付款日期或完成買賣日期自動順延至下一個緊接該日並在上午 9 時至下午 5 時之間沒有懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號的辦公日。
19. 賣方須將下列裝置、裝修物料及設備，裝設於本物業內 ——
[填上裝置、裝修物料及設備]。
20. 公用 *[及康樂] 設施如下 ——
[填上公用及康樂設施]。

* 將不適用者刪去。

(Amended E.R. 2 of 2012)

S8-1
第 621 章附表 8
第 1 條Schedule 8
Section 1S8-2
Cap. 621**附表 8**

[第 7、66、68 及 95 條]

賣方資料表格**1. 賣方資料表格須提供的資料**

第 66 或 68 條所述的賣方資料表格須列出以下資料 ——

- (a) 須就指明住宅物業支付的管理費用的款額；
- (b) 須就指明住宅物業繳付的地稅 (如有的話) 的款額；
- (c) 業主立案法團 (如有的話) 的名稱；
- (d) 發展項目的管理人的姓名或名稱；
- (e) 賣方自政府或管理處接獲的關於該項目中的住宅物業的擁有人須分擔的款項的任何通知；
- (f) 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將該項目的任何部分恢復原狀的任何通知；
- (g) 賣方所知的影響指明住宅物業的任何待決的申索。

2. 本附表第 1 條如何適用於分期發展項目**Schedule 8**

[ss. 7, 66, 68 & 95]

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

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

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

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

S8-3

第 621 章

附表 8

第 2 條

如發展項目分為 2 期或多於 2 期，本附表第 1 條適用於賣方資料表格，猶如本附表第 1(d)、(e) 及 (f) 條提述該項目，是提述指明住宅物業所屬的期數。

Schedule 8

Section 2

S8-4

Cap. 621

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