

香港特別行政區政府  
The Government of the Hong Kong Special Administrative Region

政府總部  
房屋及規劃地政局  
香港九龍何文田佛光街33號



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香港  
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立法會大樓  
房屋事務委員會  
委員會秘書  
司徒少華小姐

司徒小姐：

**住宅樓宇銷售說明書之中提供的實用面積資料**

就李永達議員三月二十七日委託你們轉達的信件，本局回應如下。

**審批同意方案預售樓花的申請**

在審批預售樓花同意的申請時，地政總署法律諮詢及田土轉易處(下簡稱「田土處」)會審查發展商是否具備足夠的財政及技術能力去完成發展項目。並會要求發展商披露與其專業顧問在個人、財政及公司上可能構成潛在利益衝突的關係。田土處亦會檢查地契條款，了解批出預售同意前，是否須要先符合某些特定的要求。田土處在處理申請時，會要求發展商提交以下文件，以供審閱：

- I. 由負責律師為預售單位所簽署的法定聲明；
- II. 項目的認可人士證明書。若發展商與認可人士之間存在利益衝突，則須提交獨立認可人士或工料測量師的證明書；
- III. 有關交易須採用標準格式的買賣合約。如發展商使用的買賣合約跟標準格式有所出入，則須提交該買賣合約的範本；

- IV. 若項目是通過建築按揭形式進行融資，則須提交承按人的未提取融資額證明書及其就單位完成後解除部分抵押的承諾書；
- V. 若項目取得銀行的融資承諾，則須提供銀行的待付發展費用承諾書；
- VI. 已列出所有預售申請重要事項的清單；及
- VII. 地契中要求的政府部門核准書。

有關進行預售的各項條件已詳列於同意方案的同意書範本之中。該範本已載於附件一，以供參閱。而就買賣合約方面，買賣合約必須為經核准的標準格式。該格式包括了保障買家的條文，並已得到香港律師會、地產建設商會及專業團體的同意。合約之中包涵保障消費者的內容，如發售單位實用面積的定義、付款安排細則、規管發展項目完工的條款、賣方的保證條款及買方的權利、在買賣合約下繳付各有關款項及費用的責任界定、詳列有關單位設備及裝置，以及維修責任條款等。一般而言，除標準格式外，其他格式概不接納。若發展商採用的買賣合約與標準格式有任何出入，必先得到田土處的核准。

有關披露實用面積資料及售價方面，田土處要求發展商在樓書中列出單位的實用面積，並分別列出各附屬設施的面積。有關資料及物業售價均須於買賣合約中清晰列明。

同意方案的規定及其詳細條文可在田土處簽發的通函之中參閱，而有關的通函已上載於地政總署的網頁。田土處未有計劃將有關文件翻譯成中文版本。

在審批預售同意後，田土處會繼續留意負責律師的發定聲明及認可人士證明書的更新事項。如田土處收到懷疑違反同意方案條款的投訴，該處便會展開調查。如證實有發展商違反同意方案的規定，田土處會按個案情況作出相應行動。有關過去五年違反地政總署同意方案的物業個案，請參考附件二。

### 增加實用面積資料的透明度及清晰度

我們已要求商會考慮於售樓指引之中加入措施，使樓書中的實用面積資料更清晰。我們亦正考慮要求發展商在價單之中列出單位的實用面積，讓準買家可以作即時比較。至於有關豁免建築面積的問題，則屬另一議題，應作分開討論。

### 於互聯網上載售樓說明書

同意方案沒有要求發展商將售樓說明書上載於互聯網，但地產建設商會指引已有規定，要求發展商必須在售樓處提供樓盤的銷售及有關資料，包括地契及大廈公契草擬本、售樓說明書等，讓公眾參閱。本局備悉有關上載樓書於互聯網之建議，並已向商會反映。

### 有關住宅樓宇面積的投訴

房屋署於過去三年沒有收到樓書載有失實樓面面積的投訴。而根據消費者委員會提供的資料，該會在過去三年共收到 5 宗有關樓面面積的投訴，分別為 2004 年 3 宗，2006 年 1 宗及 2007 年 1 宗。

### 總結

在同意方案及地產建設商會指引的界定下，實用面積的透明度已得以提高。我們希望發展商貫徹遵守這些規定，使自我監管制度達致預期的效果。否則，政府不會排除採取更嚴厲的措施，包括考慮加強行政或立法的措施，改善銷售樓花的安排。

有關香港地產建設商會收到的投訴、他們處理投訴的程序及有關樓盤的樓面面積的查詢，我們得悉立法會秘書處已將有關問題交予商會作答。

房屋及規劃地政局局長

(楊國強 代行)

二零零七年四月二日

內部傳閱：

房屋及規劃地政局局長政務助理

(只有英文)

**Consent letter for sale of residential units**

Addressee (Solicitors firm)

*(Where there is more than 1 solicitors firm to act for the developer, the consent letter should be addressed to all the solicitors firms, in which case the enclosures are required to be attached to the consent letter directed to the applicant solicitors firm only)*

Dear Sirs,

Lot No. : \_\_\_\_\_ (“the Development”)

\*Phase : \_\_\_\_\_ of the Development

\*Name of Development :

Applicable where the standard ASP is adopted

With reference to your application, I return herewith one copy of the draft Statutory Declaration duly approved \*[as amended].

OR  
Applicable where there is deviation from the standard ASP

With reference to your application, I return herewith one copy of (a) the draft Statutory Declaration and (b) the draft Agreement for Sale and Purchase, both duly approved \*[as amended].

I hereby give consent to your client \_\_\_\_\_ (hereinafter called “the developer”) under the provisions of the Conditions of \*[Sale]\*[Grant]\*[Exchange]\*[New Grant] No. \_\_\_\_\_ \*[Government Lease] \*[as modified by \*[an Exclusion Order]\*[a Modification Letter/Extension Letter] dated \_\_\_\_\_ and registered in the Land Registry/ \_\_\_\_\_ New Territories Land Registry by Memorial No. \_\_\_\_\_], to enter into Agreements for Sale and Purchase for the residential Units of Blocks \_\_, Car Parking Spaces \_\_\_\_\_ and Motor Cycle Parking Spaces \_\_\_\_\_ (the term “Units” in this consent letter includes these residential Units and, where the context so admits or requires only those residential car parking spaces and motor cycle parking spaces sold together with a residential Unit) in \*[Phase ..... of] the Development in the course of being erected on the above lot subject to the following conditions :-

(a) Consent is given in respect of the Units effective on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_/the date of this letter; (N.B. insert a date which is 20 months before the date of compliance estimated by the AP if consent is granted prior to 20 months before the said date for compliance OR the date of this letter if consent is granted within 20 months before the date for compliance estimated by the AP). No sale or reservation of the Units may begin in any way whatever prior to that date, provided that advertising the Units for sale (including access to any show flats) is permitted.

Applicable where the standard ASP is adopted

(b) Each Agreement for Sale and Purchase is in the form as stated in and exhibited to the Statutory Declaration referred to in condition (f) of this letter.

OR  
Applicable  
where there  
is deviation  
from the  
standard  
ASP

(b) Each Agreement for Sale and Purchase is in the approved form, as amended and returned herewith.

(c)(i) Subject to conditions (i) and (s) hereof, each Agreement for Sale and Purchase must be signed by the purchaser within 3 working days after signing the preliminary agreement and by the developer within a further 7 working days thereafter; and

(ii) each Agreement for Sale and Purchase is registered by Memorial in the Land Registry/  
\_\_\_\_\_ New Territories Land Registry within one calendar month from the date of the preliminary agreement.

(d) None of the terms of the Agreement for Sale and Purchase is altered without my prior written approval.

\*(e) The Agreements for Sale and Purchase are executed under seal by \_\_\_\_\_  
\_\_\_\_\_ the Financier, if any).

(f)(i)(1) The Statutory Declaration by \_\_\_\_\_, Solicitors, in the approved form is registered by Memorial in the Land Registry/  
\_\_\_\_\_ New Territories Land Registry prior to the signing of the first preliminary agreement.

(2) The certificate(s) issued by the Authorized Person (as defined in the Agreement for Sale and Purchase) ("the Authorized Person") <sup>Δ</sup>[and by the mortgagee bank] dated (insert date of AP Cert. submitted for pre-sale consent) \*[and \_\_\_\_\_ respectively] is <sup>Δ</sup>[are] to be exhibited to the Statutory Declaration referred to in condition (f)(i) hereof.

(ii) If any changes are made to the approved form of Statutory Declaration referred to in condition (f)(i) hereof at the time of making the Statutory Declaration or if the certificate issued by the Authorized Person is dated more than three calendar months earlier than the proposed date of the Statutory Declaration, your firm must first submit for my approval a draft of a revised Statutory Declaration with any updated exhibits as may be required by me.

(g)(i) If your firm ceases to act for the developer in respect of the Units, no further sales of any of the Units may take place until I have approved a substituted firm of solicitors to act for the developer.

(ii) In the event of the developer instructing any other firm of solicitors to act on its behalf in the sale of Units, they shall not act in that sale until I have approved the additional firm to act for the developer.

(iii) Your firm will ensure that the developer is fully aware of the conditions on which this consent is given relating to all aspects of the sale of Units including the terms of the preliminary agreement (whether or not your firm has been instructed in the preparation of the preliminary agreement) and in particular, your firm will obtain the originals of the preliminary agreements after any sales and satisfy yourself that the terms thereof do not amount to any breach of this consent before your firm prepare any formal Agreement for Sale and Purchase in respect of the Units concerned. Your firm will not act for either party in the sale of any Unit in respect of which the preliminary

agreement is in breach of this consent and you will immediately notify me of the breach with details of the Units concerned. Your notification to me of any breach of consent will immediately act as a suspension of the application of this consent and no further sales of Units on the lot shall take place until I have confirmed in writing that the consent is reinstated in respect of the unsold Units (provided that in relation to Units for which either the preliminary agreement or formal Agreements for Sale and Purchase have been signed prior to the date of the preliminary agreement notified by you as having been signed in breach of the terms of this consent, the consent contained in this letter will not be suspended and further processing of the conveyancing in respect of those other Units may continue to be handled by your firm). A declaration to the effect of this condition will be included in the Statutory Declaration made by a partner of your firm in reliance upon which this consent is issued.

(h)(i)(1) The preliminary agreement must be expressed to be a non-binding agreement on the purchaser except for the right to deduct an amount of the purchase price in the circumstances described in condition (h)(i)(2) hereof.

(2) The preliminary agreement shall contain a mandatory provision that the “preliminary deposit” or “reservation fee” payable to the developer (hereinafter referred to as “preliminary deposit” and which shall include any additional sum paid under condition (l)(vi) hereof) upon the signing of the preliminary agreement shall be an amount of approximately 5% of the average purchase price of all Units (excluding any car parking and motor cycle parking spaces) put on sale at any one time. Subject to conditions (m)(i) and (z)(ii) hereof, the full amount of the preliminary deposit so paid shall be collected by your firm. If a person who signed a preliminary agreement does not, or, if more than one person signed the preliminary agreement, and none of them for whatever reason, execute the formal Agreement for Sale and Purchase, the developer will refund to him or them, as the case may be, the amount of any preliminary deposit already paid by him or them less (i) an amount of 5% of the purchase price of the Unit in respect of which he or they signed the preliminary agreement or (ii) the actual amount of the preliminary deposit if it was less than 5% of the purchase price.

(ii) Only the following persons shall be allowed to enter into preliminary agreements with the developer :-

(1) the registered applicants, or successful applicants in a ballot if the developer elects to conduct balloting in accordance with condition (l)(v)(2) hereof (or a named attorney, without any power or right of substitution, with power to sign the preliminary agreement in the name and on behalf of the applicant), whose legal identity documents have been registered and who have selected a Unit or Units in accordance with condition (l) hereof (Provided that an additional person or persons may be permitted to enter into a preliminary agreement in addition to the registered applicant (or successful ballot applicant as the case may be) on condition that adequate proof is produced to the satisfaction of the developer of a close family connection and the original purchaser and any additional person(s) as aforesaid personally sign (as purchasers) the preliminary agreement and Agreement for Sale and Purchase);

(2) the private purchasers referred to in condition (s) hereof; and

(3) the purchasers who have successfully selected or acquired any of the unsold Units referred to in conditions (k)(iii) and (r) hereof respectively.

(iii)(1) The developer will specify in any preliminary agreement for a Unit that the person who signs the Agreement for Sale and Purchase of that Unit will be required to covenant with the developer in the Agreement for Sale and Purchase to the effect that if such person sub-sells the Unit or transfers the benefit of the Agreement for Sale and Purchase in any manner whatsoever before the completion of the sale and purchase of the Unit, such person will require the sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whomsoever to disclose by setting out at length the details referred to in condition (h)(iii)(3)(a) hereof and to give a covenant in the sub-sale Agreement for Sale and Purchase or impose a binding obligation in any document effecting a transfer of the benefit of the said Agreement to the effect as set out in condition (h)(iii)(3)(b) hereof;

(2) where a Unit has been sold by the developer but subsequently the relevant Agreement for Sale and Purchase is cancelled by mutual agreement by the parties thereto, and the developer then sells that Unit to a new purchaser nominated by the first purchaser (in which case condition (k)(iii) hereof will not apply to that Unit), the developer will require the new purchaser to disclose by setting out at length in the new Agreement for Sale and Purchase in full the details referred to in condition (h)(iii)(3)(a) hereof and will require the new purchaser to give a covenant in the Agreement for Sale and Purchase in the terms of that set out in condition (h)(iii)(3)(b) hereof;

(3) each sub-purchaser or transferee whomsoever shall :-

- (a) disclose by setting out at length in any subsequent sub-sale Agreement for Sale and Purchase or other agreement whatsoever, full details (including identity card numbers and full addresses) of all confirmors, nominees and other intermediate parties who had purchased or sold the Unit or any interest therein by any means whatsoever and the full monetary price or other consideration and including any commission, reservation or agency fees or any other amount which any of the parties knows has been paid or given to any intermediate transaction in addition to the consideration payable to the developer for the purchase of the Unit; and
- (b) procure from any subsequent sub-purchaser or other transferee whomsoever or new purchaser a covenant in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement to the same effect as condition (h)(iii)(3)(a) hereof;

(4) on completion of the sale and purchase, if the ultimate assignee is not the first purchaser to whom the developer has sold the Unit under a formal Agreement for Sale and Purchase, the developer will ensure that the full details referred to in condition (h)(iii)(3) hereof in respect of all transactions which took place between the date of the said formal Agreement and the date of the Assignment are set out at length in the Assignment; and

(5) in complying with this condition, the developer does not warrant the accuracy of the details which are required to be disclosed under this condition.

(i)(i) Subject to condition (i)(ii) hereof, only the person(s) who signed the preliminary agreement shall sign the Agreement for Sale and Purchase provided that an additional person or persons may be allowed to join in the Agreement for Sale and Purchase on condition that adequate proof is produced to the satisfaction of the developer of a close family connection and that the person(s) who signed the preliminary agreement and any additional person(s)

as aforesaid personally sign (as purchasers) the Agreement for Sale and Purchase.

(ii) Subject to condition (l)(iv) hereof, no attorney, trustee or nominee of any kind by the purchaser can be accepted by the developer for the purpose of signing the Agreement for Sale and Purchase except a named attorney (without any power or right of substitution) with power to sign the Agreement for Sale and Purchase in the name of and on behalf of the purchaser.

(iii) Once a preliminary agreement has been entered into, subject to condition (k)(ii) hereof, the developer shall not withdraw from or cancel it and must complete the formal Agreement for Sale and Purchase of the Unit specified in the preliminary agreement except in any case where the intending purchaser(s) who signed the preliminary agreement do not sign the formal Agreement for Sale and Purchase.

(j) The right of the developer to deduct the amount specified in condition (h)(i)(2) hereof and to retain 5% of the purchase price in the event of subsequent cancellation of the Agreement for Sale and Purchase in accordance with condition (k)(ii) hereof must all be stated prominently on the face of the preliminary agreement and in any sales brochure or price list which the developer may issue to the public.

(k)(i) The Agreement for Sale and Purchase does not provide for any sums of money, other than the permitted preliminary deposit, to be paid before the date of the Agreement;

(ii) the Agreement for Sale and Purchase provides that in the event of the developer agreeing to cancel the Agreement for Sale and Purchase in any manner whatsoever, the developer retains 5% of the purchase price of the Unit and the purchaser is liable for the developer's costs of such cancellation; and

(iii) any Unit which has been sold by the developer but in respect of which the relevant Agreement for Sale and Purchase is subsequently cancelled (except where the purchaser nominates a new purchaser under condition (h)(iii)(2) hereof) shall be offered for sale in the same manner as set out in condition (r) in relation to unsold units.

(l) The public sale of the Units [in Blocks \_\_\_\_\_] is conducted by personal registration in a way which avoids any disorder being created in any street or public place, and in particular the following measures shall be taken by the developer :-

(i) the developer shall provide a suitable venue or venues of sufficient size for registration and selection of Units to accommodate all prospective purchasers taking into account the number of Units to be offered for sale; and shall, prior to the arrangements for the public sale being publicized but not less than 7 working days prior to the commencement of registration in accordance with condition (l)(iii) hereof, inform the Commissioner of Police ("the Commissioner") of the detailed arrangements for the sale, including but not limited to, the total number of Units to be put up for sale and the date, time and venue(s) for both registration and selection of Units;

(ii) the developer shall employ sufficient sales staff and/or security staff to carry out the registration and selection of Units to deal with the number of people queuing at any time, whether within usual office hours or not so that

adequate control of prospective purchasers to the satisfaction of the Commissioner is maintained both before and during the registration and selection of Units, and will ensure dispersal of the public on completion of registration and selection of Units; and for these purposes shall take any appropriate protective measures as may be required by the Commissioner to maintain order with regard to the public sale;

(iii) commencing at any time within the period of one week prior to the commencement of the sale of Units and subject to condition (1)(iv) hereof, the developer shall register the names and original legal identity documents of all prospective purchasers attending in person with the preliminary deposit at a time and in a way which avoids any queue extending outside the sales office(s) into any street or public place (without any limit on the number of persons who may register during this period, except with my separate written approval);

(iv) only one registration shall be allowed for each person and the developer need not limit the number of residential Units (together with any number of residential car parking spaces and motor cycle parking spaces, where appropriate) per registration which may be reserved from the Units available for purchase by such person. No registration shall be transferable. Except as provided below, no nominee, proxy, attorney or other agent may apply for registration or select a Unit on behalf of any prospective purchaser and, except as hereinafter provided, photocopies of identity documents will not be accepted for registration purposes by the developer (Provided that a representative will be permitted to apply for registration on behalf of a prospective purchaser but that prospective purchaser must personally select the Unit or Units and sign the preliminary agreement and Agreement for Sale and Purchase and provided further that an additional person or persons may be permitted to be registered in addition to the purchaser attending in person on condition that adequate proof is produced to the satisfaction of the developer of a close family connection and the purchaser attending in person and any additional person(s) as aforesaid personally sign (as purchasers) the preliminary agreement and Agreement for Sale and Purchase and for these purposes only photocopies of the identity documents of the prospective purchaser and additional person(s) be accepted for registration purposes);

(v)(1) at the time of registration, each prospective purchaser shall be allocated, on a first come first served basis, a properly referenced and non-transferable number in writing in the strict sequence of their registration so as to entitle him to return to the sales office(s) at the time of the sale to personally select the Unit or Units for purchase from those (if any) remaining unsold; or

(2) where the developer elects to use balloting as a means of determining successful applications in the public sale, for any part of the Units in the development :-

A. at the time of registration, each prospective purchaser shall be allocated a non-transferrable number in the strict sequence of their registration so as to entitle him to return to the sales office(s) at the time of the sale to personally select a Unit for purchase from those (if any) Units designated for sale by balloting, remaining unsold, subject to condition (1)(v)(2)B hereof; and

B. on completion of registration and prior to selection of Units, the developer will at random rearrange by some means, whether electronically or otherwise, all registration numbers and so as to result in a new sequence of registration numbers which randomly determines the priority of prospective purchasers for selection of Units, which will be published at the sales office(s) and in major newspapers prior to selection of Units; and

(vi) notwithstanding condition (l)(iii) hereof, where a purchaser has registered and produced a preliminary deposit in respect of a particular Unit or category of Units, but at the time of selection of Units, the purchaser has an opportunity to select a different Unit (in place of, but not in addition to, the original Unit specified) in the same sales release (which for this purpose includes any additional Units put on sale by the developer under condition (p) hereof as part of the same sales exercise) then the purchaser may add to his original preliminary deposit a sufficient sum to be the deposit on the different Unit if it is greater, the additional sum will be subject to condition (m) of this letter as if it was part of the preliminary deposit.

(m) The preliminary deposit referred to in condition (l)(iii) hereof shall be collected by you subject to the following conditions :-

(i) all the proceeds shall be paid into an account with a licensed bank held by you in trust for the developer, and the proceeds shall not be transferred to the developer;

(ii) after the respective formal Agreements for Sale and Purchase have been signed by the purchasers in respect of the Units purchased by them, the proceeds in the said account relating to those Units shall be applied as deposit and in part payment of the purchase price of each Unit and shall be held by you as stakeholder;

(iii) all preliminary deposits from unsuccessful applications or the proceeds thereof shall be returned by you in full but without interest to the unsuccessful applicants and those successful applicants who have chosen not to purchase any of the relevant Units, not later than 14 days after the completion of the selection of the relevant Units; and

(iv) an undertaking in writing to observe and comply with conditions (m)(i), (m)(ii) and (m)(iii) hereof shall be given by you in favour of the Director of Lands and the undertaking shall be delivered to me prior to the commencement of registration in accordance with condition (l)(iii) hereof.

(n) Not less than 7 calendar days prior to the commencement of registration in accordance with condition (l)(iii) hereof, the developer shall make available to the public at the designated sales office(s) :-

(i) sales brochures complying with Legal Advisory and Conveyancing Office Circular Memorandum No. 40 as amended from time to time and containing a prominent statement that :-

(1) the preliminary deposits tendered by applicants at the time of registration will be encashed and the proceeds thereof held or refunded by you in accordance with conditions (m)(i), (m)(ii) and (m)(iii) hereof and that no interest thereon shall be paid to the applicants; and

(2) in the event of the vendor, at the request of the purchaser, agreeing ( at his own discretion) to cancel the sale and purchase by way of Cancellation Agreement or any other means which has the effect of cancelling the Agreement for Sale and Purchase or the obligations of the purchaser thereunder in consideration of the vendor agreeing to do so, the vendor will retain the sum of 5% of the total purchase price of the Unit (including any vehicle parking spaces) in addition to payment by the purchaser of all legal costs, charges or disbursements (including stamp duty, if any) incurred by the vendor in connection with the cancellation of the sale and purchase; and

(ii) the price list or lists of all Units offered for sale to the public at any one time except as provided in condition (p) hereof;

and the developer shall at the same time send one copy of the sales brochure and price list(s) to each of the Consumer Council, the Permanent Secretary for Housing, Planning and Lands and the Estate Agents Authority.

(o) The developer must not offer for sale less than the number of Units which have been advertised for sale on each occasion and must not withdraw any Unit from such sale.

(p) Additional Units may be offered for sale on the same occasion provided that they are not offered at a different price or prices from the initial release unless the revised price list is made available to the public at the latest during normal office hours on the day preceding the offer of such additional Units.

(q)(i) In any advertisement for the sale of Units the developer must specify the net number of Units exclusively available for sale to the public as well as the number of Units in the development which have been reserved for sale to private purchasers (whether or not in the same block or blocks being advertised) and at the times of registration of prospective purchasers and selection of Units the developer must prominently display the same details of the number and locations of the Units offered for sale to private purchasers and which will not be available for sale to members of the public.

(ii) No statement to the effect that the Agreements for Sale and Purchase or the Deed of Mutual Covenant or any other aspect of the development is subject to the Lands Department Consent Scheme or has been approved by this Office shall be included in any advertisement, announcement or sales brochure for the sale of Units.

(iii) The developer must send one copy of the advertisement referred to in condition (q)(i) hereof that appears in the printed media to me not later than one day after the said advertisement first appears.

(r) In the event of there still remaining unsold residential Units after the Unit selection procedure has been completed and all registered applicants have had an opportunity to select a Unit and have either done so or declined, the unsold Units can be offered directly to the general public but only by the developer or an agent acting on his instructions (and not on its own account) on a first come, first served basis and subject to all the conditions of this consent, except as to registration, but if the unsold Units are subsequently included in another public sales exercise then all the conditions of the consent for that exercise will apply to those Units, for the avoidance of doubt these remaining Units can either be made available to the public or can be used to increase the number of Units for private sale, at the discretion of the developer.



4(3) of the Agreement for Sale and Purchase. If the developer makes any application for extension of time from the Director of Lands for completing the Development, the developer shall comply with the provisions of Clause 4(2) of the Agreement for Sale and Purchase and notify the purchasers of the application and (if and when obtained) the terms of extension within 30 days of each event. One copy of the form of the notice sent to purchasers of Units together with a written confirmation from the developer that notices in that form have been sent to all the purchasers shall be supplied to me within 3 working days from sending the first of the notices to the purchasers.

(x)(i) The developer shall clearly and legibly disclose to the public the following information in any advertisements (including electronic media) and the sale brochures required to be provided under conditions (n)(i) and (t)(i) hereof :-

- (1) the names of the developer and its parent or holding company or companies;
- (2) the names of the Authorized Person for \*[Phase ..... of] the Development and the professional firm to which the Authorized Person belongs;
- (3) the name of the main superstructure contractor for \*[Phase ..... of] the Development registered with the Building Authority and as named in the certificate issued by the Authorized Person;
- (4) the name of the solicitors firm acting for the developer in the sale of the Units;
- (5) the name of the mortgagee bank (where a building mortgage/debenture affecting the above lot has been created);/the name of the bank which has given an undertaking to provide finance to complete \*[Phase ..... of] the Development; and
- (6) the name of the financier which have already provided loans to finance the construction of \*[Phase ..... of] the Development and which will join in to execute the Agreements for Sale and Purchase.

(ii) The developer shall clearly and legibly disclose to the public in any advertisements in the printed media (excluding electronic media) and the sales brochures required to be provided under conditions (n)(i) and (t)(i) hereof by inserting therein the statement(s) :-

- |                        |   |
|------------------------|---|
| Delete if inapplicable | *(1) “The Authorized Person, ( <u>insert name of AP</u> ), is an employee/a shareholder/Director/Secretary of the developer/the parent or holding company of the developer/the main superstructure contractor.”   |
| Delete if inapplicable | *(2) “The Authorized Person, ( <u>insert name of AP</u> ), is personally related to a Director/Secretary of the developer/the parent or holding company of the developer/the main superstructure contractor.”   |
| Delete if inapplicable | *(3) “A partner of the solicitors firm, ( <u>insert name of solicitors firm</u> ), is a shareholder/Director/Secretary of the developer/the parent or holding company of the developer/the main superstructure contractor.”   |
| Delete if inapplicable | *(4) “A partner of the solicitors firm, ( <u>insert name of solicitors firm</u> ), is personally related to a Director/Secretary of the developer/the parent or holding company of the developer/the main superstructure contractor.”   |
| Delete if inapplicable | *(5) “A partner/a director/_____ partners/_____ directors in the same firm to which the Authorized Person/Solicitor belongs, ( <u>insert name of firm</u> ), is a shareholder/Director/Secretary of the developer/the parent or holding company of the developer/the main superstructure contractor.”           |
| Delete if inapplicable | *(6) “A partner/a director/_____ partners/_____ directors in the same firm to which the Authorized Person/Solicitor belongs, ( <u>insert name of firm</u> ), is personally related to a Director/Secretary of the developer/the parent or holding company of the developer/the main superstructure contractor.” |

Delete if inapplicable \* (7) “The Authorized Person’s firm, (insert name of AP firm), is a member of the same group of companies as the developer/ the parent or holding company of the developer/ the main superstructure contractor.”

Delete if inapplicable \* (8) “The main superstructure contractor of the development is a member of the same group of companies as the developer/ the parent or holding company of the developer.”

(iii) If, subsequent to the registration of the Statutory Declaration referred to in condition (f) hereof :-

(1) there are any changes as described in paragraph 5.7 in Section I of LACO Circular Memorandum No. 54, your firm must inform me in writing immediately; and

(2) there are any changes to the parties disclosed in condition (x)(i) hereof, then the sales brochures required to be provided under conditions (n)(i) and (t)(i) hereof and any advertisements (including electronic media) must be immediately amended to reflect the changes/and LACO must be informed in writing of the changes within 7 days thereof.

(y)(i) The bilingual “Warning to Purchasers” notice as per the Approved Forms A1 and A2 (both for Consent Scheme) referred to in Rule 5C of the Solicitors’ Practice Rules in the Solicitors’ Guide to Professional Conduct issued by The Law Society of Hong Kong shall be incorporated in the preliminary agreements and the sales brochures referred to in conditions (n)(i) and (t)(i) hereof.

(ii) The developer shall make prominently available at the sales office(s), the enquiry telephone number and website address of The Law Society of Hong Kong so as to facilitate prospective purchasers to obtain easy access to the details of solicitors firms practicing in Hong Kong.

(z) In addition to condition (m)(i) hereof, your firm :-

(i) shall observe and comply with all requirements relating to the operation of the stakeholder account(s) held by your firm as set out in this letter;

(ii) shall hold all of the purchase price (including the preliminary deposit referred to in condition (h)(i)(2) hereof) paid by the purchasers of Units (“the Sales Proceeds”) as stakeholder in a bank account opened with a licensed bank in the name of the solicitors firm and designated for the development on the above lot and shall not release the Sales Proceeds except in accordance with the provisions of the Agreement for Sale and Purchase and the conditions as set out in this letter;

(iii) shall not, without my prior written approval of a substituted Authorized Person, accept any certificate other than those issued by (insert name of AP who issued certificate attached to the S/D) for the purpose of release of monies from the stakeholder account held by your firm;

(iv) shall not release any monies from the stakeholder account held by your firm or approve any release of monies from the stakeholder account held by your firm except for reimbursement to the developer or payment of construction costs expended (paid or to be payable by the developer) for the development of the above lot to those contractors, subcontractors and suppliers whose names have been disclosed on certificates issued by (insert name of AP who issued the certificate attached to the S/D) or by the substitute Authorized Person approved under condition (z)(iii) hereof and for reimbursement to the developer or payment of professional fees expended (paid or to be payable by the developer) as disclosed on such certificates;

(v) subject to condition (AA) hereof, shall only release the Sales Proceeds from the stakeholder account held by your firm with the prior written approval of all of the solicitors firms instructed by the developer in the sale of Units <sup>Δ</sup>[and the mortgagee bank];

(vi) shall prepare regular reports on a calendar monthly basis (hereinafter referred to as “the Monthly Reports”) and confirm as correct, information relating to the progress of sales of Units the sale of which is handled by your firm, receipt and release of monies from the stakeholder account(s) held by your firm and details of units the Agreement for Sale and Purchase of which are handled by your firm and for which full payment of purchase price have been made within each calendar month as per the form at Appendix III of LACO Circular Memorandum No. 54. The Monthly Reports shall be forwarded to the developer and copied to me <sup>Δ</sup>[and the mortgagee bank] for information on or before the 15<sup>th</sup> day of the following calendar month to which each report relates for information. The first report shall be\_ forwarded on or before 15<sup>th</sup> \_\_\_\_\_ 200\_\_ [insert a date which is at least one calendar month from the date of consent letter]; and

<sup>Δ</sup>[(vii) shall enter into an agreement with the mortgagee bank and the developer prior to the signing of the first preliminary agreement which must comply in all respects with the requirements as set out in LACO Circular Memorandum No. 54, Appendix XI therein, and condition (z) hereof (hereinafter referred to as “Tripartite Stakeholder’s Agreement”) and which the parties shall comply with so long as the building mortgage/debenture affecting the above lot is still in subsistence. The Tripartite Stakeholder Agreement must be registered by Memorial in the Land Registry/\_\_\_\_\_ New Territories Land Registry prior to the signing of the first preliminary agreement. Your firm shall forward to me a written confirmation certifying that the Tripartite Stakeholder’s Agreement complies with the terms and conditions as set out in LACO Circular Memorandum No. 54, Appendix XI therein and condition (z) hereof prior to the signing of the first preliminary agreement.]

(AA)(i) Upon your firm being informed by the Authorized Person that there is or likely to be an increase (“the Cost Overrun”) over the total construction costs and the total professional fees as certified by the Authorized Person in his certificate exhibited to the Statutory Declaration referred to in condition (f) hereof (“the Total Development Costs”), your firm may<sup>Δ</sup>[, subject to the provisions in any subsisting building mortgage/debenture affecting the above lot,] continue to release monies from the stakeholder account held by your firm in accordance with the provisions in the Agreement for Sale and Purchase provided that no monies may be released from the stakeholder account held by your firm over and above the Total Development Costs until the developer has produced evidence to my satisfaction that it has sufficient finance to cover the Cost Overrun.

(ii) In the event of the Cost Overrun being ten percent or more over the Total Development Costs, no further sales of any of the Units may take place until the developer has produced evidence, within 6 weeks from the date on which the Authorized Person informed your firm that there is an increase of ten percent or more over the Total Development Costs, to my satisfaction that it has additional finance to pay for the Cost Overrun.

(BB) Your firm shall maintain a record, updated on a calendar monthly basis, commencing from the signing of the first Agreement for Sale and Purchase, of the information as to the total construction costs and total professional fees to complete the development of the above lot as well as the total construction costs and the total professional fees expended and paid from time to time and shall, upon receipt of requests from purchasers of Units who have signed Agreements for Sale and Purchase, provide them with a written copy of the updated information as at the end of the preceding calendar month. A nominal fee of not more than

HK\$100 per request may be charged in respect of the service so provided. The developer shall inform prospective purchasers in the sales brochure referred to in conditions (n)(i) and (t)(i) hereof that the purchasers have a right of access to the information set out in this condition.

(CC) Your firm shall ensure that the Authorized Person will forward to me for information and copy to <sup>Δ</sup>[the mortgagee bank], the developer and your firm on a quarterly basis a certificate (as per the form at Appendix IV of LACO Circular Memorandum No. 54). The quarterly updated certificates shall be forwarded to the parties on or before the 15<sup>th</sup> day of the month following the quarter to which it relates for information. The first certificate shall be forwarded on or before 15<sup>th</sup> day of January/April/July/October 200\_\_\_\_ [insert the first quarterly date which is at least three calendar months from the date of the AP Cert. attached to the S/D].

(DD) \*[The Deed of Variation to the existing building mortgage/debenture affecting the above lot] \*[The undertaking of partial release] as per the approved form returned herewith is duly registered by Memorial in the Land Registry/\_\_\_\_\_ New Territories Land Registry prior to the signing of the first preliminary agreement. Your firm shall forward to me a written confirmation that the \*[Deed of Variation] \*[the undertaking of partial release] as per the approved form returned herewith has been executed prior to the signing of the first preliminary agreement.

Please draw the developer's attention to the fact that the consent is personal to the developer only and will be deemed to have been automatically withdrawn upon any assignment of the lot or any part thereof.

This consent is given at my sole discretion under the Conditions of \_\_\_\_\_ of the lot and may be withdrawn at any time at my discretion, and is likely to be withdrawn if the terms hereof are not strictly observed by the developer or any purchasers in respect of any type of sales under this consent.

Yours faithfully,

( )  
for Director of Lands

c.c. Mortgagee bank )  
Developer ) w/o encl.  
AP )

b.c.c. CR & V (Attn: Technical Secretary, Information)  
Land Registry (Registration Section)/\_\_\_\_\_ New Territories Land Registry  
Consent Control File, LACO/District

Name of Development :  
No. of Units :  
B. C. Expiry Date :  
User :

\*Delete if inapplicable

<sup>Δ</sup>Delete where no B/M has been created

## 過去5年違反地政總署同意方案的住宅物業

	違反事項	地政總署的跟進行動
1.	不能完成物業建築及侵吞存放於樓款保管人帳戶的款項	21.5.2003 暫緩預售同意 10.6.2003 取消尚未賣出單位的預售同意
2.	擅自將臨時訂金下調至低於樓價的5%	15.10.2004 暫緩預售同意 21.10.2004 恢復預售同意，發展商須容許買家有權免費取消合約及向他們退回已繳付的金額連利息
3.	擅自更改已批買賣合約內容—泳池泵房的實用面積—併列入頂層單位面積之內	25.5.2006 發出警告信，要求發展商更改受影響的買賣合約，並向地政總署繳付2倍手續費。發展商亦須提醒買家有權諮詢獨立法律意見。

發展商因應地政總署要求作出解釋或糾正，並得到地政總署接納的輕微個案	
	違反事項
1.	2個物業售予同一買家 <sup>(註)</sup>
2.	延誤簽署及登記1份買賣合約
3.	超過2個車位售予購買1個物業的買家 <sup>(註)</sup>
4.	沒有在廣告內列出發展商、其母公司、認可人士（Authorized Person）、認可人士所屬公司、律師行及按揭銀行的名稱
5.	沒有在售樓書內列明如取消買賣合約，賣方可保留樓價的5%
6.	延誤登記1份買賣合約
7.	沒有在廣告內列出，留作優先認購的單位數目

註：每名買家不可購買多於1個單位及2個車位的限制，於02年12月3日廢除。