

立法會
Legislative Council

LC Paper No. CB(3) 946/11-12

Ref : CB(3)/B/TH/1(11-12)

Tel : 3919 3307

Date : 20 June 2012

From : Clerk to the Legislative Council

To : All Members of the Legislative Council

Council meeting of 27 June 2012

Residential Properties (First-hand Sales) Bill

Committee stage amendments

The Second Reading debate on the above Bill will be resumed at the Council meeting of 27 June 2012. Subject to the Bill receiving a Second Reading, the President has given permission for the Secretary for Transport and Housing to move amendments to the Bill at its Committee stage.

2. As directed by the President, the amendments are attached for Members' consideration.

(Ms Jessica CHAN)
for Clerk to the Legislative Council

Encl.

Residential Properties (First-hand Sales) Bill

Committee Stage

Amendments to be moved by the Secretary for Transport and Housing

<u>Clause</u>	<u>Amendment Proposed</u>
Long title	By deleting “an agreement for sale and purchase nor an assignment has ever been entered into and” and substituting “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”.
2(1)	In the definition of <i>associate corporation</i> , by deleting “company or” (wherever appearing) and substituting “corporation or”.
2(1)	In the definition of <i>authorized person</i> , in paragraph (a), by deleting “supervises” and substituting “is appointed by the owner of the land to supervise”.
2(1)	In the definition of <i>building contractor</i> , in paragraph (b), by adding “general” after “registered”.
2(1)	In the definition of <i>sales brochure</i> , in paragraph (b), by deleting “section 16(2)(a)” and substituting “section 16A(2)”.
2(1)	In the definition of <i>specified body</i> , by deleting “under” and substituting “by”.
2(1)	In the definition of <i>working day</i> , in paragraph (a), by adding “or a

Saturday” after “holiday”.

- 2(1) By deleting the definition of *company*.
- 2(1) By adding—
- “corporation** (法團) means—
- (a) a company as defined by section 2(1) of the Companies Ordinance (Cap. 32); or
- (b) a company incorporated outside Hong Kong;
- immediate family member** (家人), in relation to an individual, means a spouse, parent, child, sibling, grandparent or grandchild of the individual;
- 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;”.
- 2 By adding—
- “(1A) In computing time for the purposes of this Ordinance, section 71(1) of the Interpretation and General Clauses Ordinance (Cap. 1) does not apply.”.
- 4(2)(a) By deleting subparagraph (iii) and substituting—
- “(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”.
- 4(2)(b)(ii) In the Chinese text, by deleting “及” and substituting “而”.
- 4(2)(b) By deleting subparagraph (iii) and substituting—
- “(iii) neither a certificate of compliance nor a consent to assign has been issued by the Director of Lands in respect of the phase.”.

- 6 By deleting subclause (1) and substituting—
- “(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 as defined by section 2(1) of the Hotel and Guesthouse Accommodation Ordinance (Cap. 349).
- (1A) In subsection (1), a reference to use excludes any use in contravention of the land grant or the occupation permit (if any).”.
- 7(3)(b) By deleting “52(1)(g) or (2)(e)” and substituting “52(1)(i), (2)(a)(vi) or (3)(f)”.
- 7(3)(c) By adding “, (ha),” after “(h)”.
- 7(3)(d) By deleting “38(1) or (2),”.
- 8(5) By deleting “by a wall that is not” and substituting “otherwise than by”.
- 9 By adding “and (1A)” after “sections 2(1)”.
- 10(1)(a) By deleting “no” and substituting “neither a preliminary agreement for sale and purchase nor an”.
- 10(1)(b) In the Chinese text, by deleting “為之” and substituting “就該物業”.

- 10(2) By deleting “any of the 3 situations specified in subsections (3), (5) and (6)” and substituting “either of the situations specified in subsections (3) and (5)”.
- 10(4)(a) By deleting “under lease” and substituting “under a tenancy”.
- 10(4)(b) In the Chinese text, by deleting “除”.
- 10 By deleting subclause (6).
- 11(1)(a) By deleting “an agreement for sale and purchase” and substituting “a preliminary agreement for sale and purchase, or an agreement for sale and purchase,”.
- 11(1)(a) By deleting “any of the 3 situations specified in subsections (2),” and substituting “either of the situations specified in subsections”.
- 11 By deleting subclause (2).
- 11 By deleting subclause (3) and substituting—
- “(3) 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.”.
- 11(4) By deleting “third” and substituting “second”.

- 11(4)(a) By adding “one or more” after “consists of”.
- 11(4)(a) By deleting “the agreement for sale and purchase is the single agreement for sale and purchase” and substituting “the preliminary agreement for sale and purchase, or the agreement for sale and purchase, is the single agreement”.
- 11(4)(b) By deleting “the agreement for sale and purchase is the single agreement for sale and purchase” and substituting “the preliminary agreement for sale and purchase, or the agreement for sale and purchase, is the single agreement”.
- 11(4)(c) By adding “one or more” after “consists of”.
- 11(4)(c) By deleting “the agreement for sale and purchase is the single agreement for sale and purchase” and substituting “the preliminary agreement for sale and purchase, or the agreement for sale and purchase, is the single agreement”.
- 11 By deleting subclause (5) and substituting—
- “(5) 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.
 - (5A) 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).”.

- 11(6) By deleting “(2),”.
- 11(6) By deleting “the agreement for sale and purchase mentioned in that subsection is entered into, terminated or declared void (as the case may be)” and substituting “the preliminary agreement for sale and purchase, or the agreement for sale and purchase, mentioned in that subsection is entered into”.
- 11 By adding—
 “(6A) Subsection (5A) 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.”.
- 12 By deleting the definition of *relevant price list*.
- 12 In the Chinese text, in the definition of 示範單位, by deleting “潛在買方” and substituting “準買方”.
- 16 In the heading, by deleting “**Provision supplementary to section 15**” and substituting “**Prohibition on preparation of sales brochure by other person**”.
- 16(1) By adding “, for the purpose of making it available to the general public,” after “prepare”.
- 16 By deleting subclauses (2), (3), (4), (6) and (7).

- New By adding—
- “16A. Examination and revision of sales brochure**
- (1) The vendor may examine for the purposes of section 23 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(2) In the Chinese text, by deleting “然後須” and substituting “須繼而”.
- 18(2)(h)(i) In the English text, by adding “that is” after “form,”.
- 18(3) In the Chinese text, by deleting “然後須” and substituting “須繼而”.
- 18(5) In the Chinese text, by deleting “不適用於該項目的資料” and substituting “的任何資料不適用於該項目”.
- 18(5)(a) By deleting “and”.
- 18(5)(b) By deleting the full stop and substituting “; and”.
- 18(5) By adding—
- “(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.”.

18(6) By deleting “, (4) or (5)” and substituting “or (4)”.

New By adding—

“18A. 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 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 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.
- (4) The information specified in subsection (1) and (3) must be set out in the sales brochure after the information required by section 18.
- (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;

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.”.

19 By deleting subclause (2).

19(3) By deleting “or (2)”.

19 By deleting subclause (5).

19(6) By deleting “(2)(b), (3), (4)(b) or (5)” and substituting “(3) or (4)(b)”.

20(1) By deleting “must state the date on which it is printed.” and substituting—

“—

- (a) must state the date on which it is printed; and
- (b) must state, for each examination of the sales brochure under section 16A(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.”.

20(2) By deleting “as at the date on which it is printed.” and substituting—

“—

- (a) as at the date on which it is printed; or
- (b) if the sales brochure has been examined under section 16A(1), as at the date of the last examination.”.

- 21 By adding—
- “(1A) 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.”.
- 22 By adding—
- “(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.”.
- 23(1) and (3) By adding “immediately” after “7 days”.
- 23 By adding—
- “(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 16A(1), within the previous 3 months.”.
- New By adding—
- “23A. Application of sections 16A to 22 to sales brochure made available**
- Sections 16A(2) and (3), 17, 18, 18A, 19, 20, 21 and 22 apply only to a sales brochure, copies of which have been made available under section 23.”.
- 24 In the heading, by deleting “16” and substituting “16A”.
- 24(1) By deleting “16, 17, 18” and substituting “16A, 17, 18, 18A”.

- 26 By deleting subclause (4) and substituting—
- “(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.”.
- 27(7) In the Chinese text, by deleting everything after “中，” and substituting “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。”.
- 28(1) By deleting paragraph (b).
- 28(1)(c) By deleting “specified residential properties in the development.” and substituting “residential properties in the development;”.
- 28(1) By adding—
- “(d) must set out the date on which it is printed;
- (e) must state its order among all the price lists for the development in terms of the date on which it is printed; and
- (f) must, in relation to each revision made under section 26(4), set out the date on which the revision is made.”.
- 28(2)(a) In the Chinese text, by deleting “對”.
- 28(4)(b) In the Chinese text, by deleting “潛在買方” and substituting “準買方”.
- 28(6)(a) By adding “, and the stamp duty,” after “solicitors’ fees”.
- 28(8)(b) By deleting “that estate agent or another estate agent” and substituting “any estate agent”.

- 28 By adding—
- “(9A) 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.”.
- 28(11) By deleting “or (9)” and substituting “, (9) or (10)(a)”.
- 29(1) and (3) By adding “immediately” after “3 days”.
- 29 By adding—
- “(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 26(4) to reflect a change of the price of the specified residential property, the price of the specified residential property as last revised.”.
- New By adding—
- “29A. Application of sections 26 to 28 to price list made available**
- Sections 26(3) and (4), 27 and 28 apply only to a price list, copies of which have been made available under section 29.”.
- 30 By deleting subclauses (1) and (2) and substituting—
- “(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 29(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.”
- 30(4) In the definition of *specific expression of intent*, by deleting “to specified residential properties” and substituting “to a specified residential property”.
- 30(4) In the definition of *specific expression of intent*, by deleting everything after “purchase” and substituting “the specified residential property on the basis that subject to an agreement being made, the expression does not bind the maker.”.
- 30 By adding—
- “(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.”.
- 31 In the heading, by deleting “**Sale of specified residential property at price in relevant**” and substituting “**Specified residential property to be sold or offered at price in**”.
- 31 By deleting subclause (1).
- 31(2) By adding “, or offer to sell,” after “only sell”.
- 31(2)(a) By deleting “relevant”.
- 31(2)(b) By deleting “where the relevant” and substituting “where that”.

- 31(2)(b) By deleting “the relevant price list” and substituting “the price list”.
- 31 By adding—
- “(2A) After the owner has sold the residential property to another person at the price mentioned in subsection (2)(a) or (b), 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 50A;
 - (b) a change in the terms of payment as set out in the price list for the development under section 28(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 28(5)(c), in connection with the purchase of the residential property.”.
- 31(3) By adding “or (2A)” after “(2)”.
- 32 By adding—
- “(1A) 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.”.
- 32(3) By adding “(1A)(b) or” after “subsection”.
- 33 By renumbering the clause as clause 33(1).

- 33 By adding—
- “(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.”.
- 34 In the heading, by deleting “**Setting up**” and substituting “**Viewing**”.
- 34(1) By deleting “set up any show flat” and substituting “make any show flat available for viewing by prospective purchasers or by the general public”.
- 34(2) In the English text, by deleting “to set up” and substituting “to make available for viewing by prospective purchasers or by the general public”.
- 34(2) In the English text, by deleting “first set up” and substituting “first make available for viewing by prospective purchasers, or by the general public,”.
- 34(2)(a) In the Chinese text, by deleting “設置未落成發展項目中的住宅物業的示範單位” and substituting “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”.

- 34(2)(b) In the Chinese text, by deleting “設置未落成期數中的住宅物業的示範單位” and substituting “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”.
- 34(2) In the Chinese text, by deleting “設置該物業的無改動示範單位” and substituting “開放該物業的無改動示範單位供準買方或公眾參觀”.
- 34 By deleting subclause (3) and substituting—
- “(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.”.
- 34(4) By deleting “If the vendor has set up a show flat under this section, the show flat” and substituting “A show flat of a residential property”.
- 34(4) By deleting “before the vendor has made copies of the sales brochure for the development or the phase” and substituting “under subsection (2) or (3) before copies of the sales brochure for the development or the phase have been made”.
- 34(5) By adding “, (3)(b)” after “(2)”.
- 35(1) By deleting “set up” and substituting “made available for viewing by prospective purchasers, or by the general public,”.

- 36(1) By deleting “set up” and substituting “made available for viewing by prospective purchasers, or by the general public,”.
- 37(1) By deleting “set up” and substituting “made available for viewing by prospective purchasers, or by the general public,”.
- 38(1) By deleting “the vendor has set up an unmodified show flat of a residential property” and substituting “an unmodified show flat of a residential property is made available for viewing by prospective purchasers, or by the general public,”.
- 38(2) By deleting “the vendor has set up a modified show flat of a residential property” and substituting “a modified show flat of a residential property is made available for viewing by prospective purchasers, or by the general public,”.
- 39 By deleting “sets up, in the case of section 14(2)(b),” and substituting “, in the case of section 14(2)(b), makes available for viewing by prospective purchasers, or by the general public,”.
- 42 By adding—
“(2A) Subsection (1) does not apply if the residential property is held under a tenancy (other than a Government lease).”.
- 43 By deleting subclause (1) and substituting—
“(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 (1A) available for collection by the general public free of charge;

and

- (b) must, in accordance with subsection (2), make the information specified in subsection (1A) available for inspection on the website designated by the vendor for the development for the purposes of this Part.

(1A) 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;
- (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.”.

43(2) By deleting “The information must be published under subsection (1)” and substituting “For the purposes of subsection (1)(b), the information must be published”.

43(3) By deleting “(1)(a)” and substituting “(1A)(a)”.

44(1)(a)(i) In the English text, by adding “that is” after “approved form,”.

46(1) In the English text, by adding “, the floor plan” after “residential property”.

- 46(1)(a) By deleting “the floor plan”.
- 46(1) By deleting paragraph (b) and substituting—
“(b) must show the dimensions of the furniture (if any) shown on that plan.”.
- 49 By adding before subclause (1)—
“(1A) 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.”.
- 49(1) By deleting “specified residential property within 3” and substituting “residential property within 5”.
- 49(1) By deleting “6” and substituting “8”.
- 49(2) In the Chinese text, by deleting “某人如” and substituting “如某人”.
- 49(2) By deleting “specified residential property within 3” and substituting “residential property within 5”.
- 50 In the heading, by deleting “**or agreement**”.
- 50 By deleting subclauses (2), (3), (4), (5), (6), (7) and (8).
- New By adding immediately after clause 50—
“50A. 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
- (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
 - (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.

50B. Provision supplementary to sections 50 and 50A

- (1) For the purposes of sections 50 and 50A, 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 50 or 50A(2), the provision prevails over any other provision of the preliminary agreement or the agreement that is inconsistent with it.

50C. Offences relating to sections 50 and 50A

- (1) If section 50 or 50A(2) is contravened, the owner commits an offence and is liable to a fine of \$500,000.
- (2) Section 50 or 50A(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 48(2), a contravention of section 50 or 50A(2) does not affect the validity or enforceability of the preliminary agreement for sale and purchase or the agreement for sale and purchase.”.

51(1) and (2) By deleting “keep one” and substituting “keep for the purposes of section 53 one (and only one)”.

52 By deleting subclauses (1), (2), (3), (4) and (5) and substituting—

- “(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 51(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 31(2A);
 - (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);
 - (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

- (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 31(2A), the vendor must enter the details and that date in the Register of Transactions for the development.
- (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.”.

52(7)(a) By deleting “a company” and substituting “a corporation”.

- 52(7)(a)(vi) By deleting “; or” and substituting a semicolon.
- 52(7)(b)(ii) By deleting the full stop and substituting “; or”.
- 52(7) By adding—
- “(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
 - (ii) a private company of which such a partner, parent, spouse, child is a director or shareholder.”.
- 52 By deleting subclause (9) and substituting—
- “(9) This section applies only to a Register of Transactions that has been made available under section 53.”.
- 53(3) By deleting “date on which the first assignment of each specified residential property in the development” and substituting “day on which the first assignment of each residential property in relation to which section 52(1) applies”.
- New By adding—
- “53A. 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.”.
- 54 By deleting “specified”.
- 55(2) By adding “one or more” after “consisting of”.

- 55(2)(a) and (b) By adding “preliminary agreement for sale and purchase or” after “single”.
- 55(3)(a) and (b) By adding “preliminary agreement for sale and purchase or” after “single”.
- 55(4)(a) and (b) By adding “preliminary agreement for sale and purchase or” after “single”.
- 55(5)(a) By adding “one or more” after “consisting of”.
- New By adding—
“55A. 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.”.
- New By adding—
“55B. 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.”.
- 56(2) By deleting paragraphs (a) and (b) and substituting—
- “(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.”.
- 58 In the heading, by deleting “**unsold**” and substituting “**specified residential**”.
- 58 By deleting subclause (1) and substituting—
- “**(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.”.
- 60(1) In the English text, by deleting “if the person” and substituting “if”.
- 60(1)(a) In the English text, by adding “the person” before “publishes”.
- 61 By deleting subclause (1) and substituting—
- “(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.”.
- 61(4) By adding “size or” after “on the”.
- 61(6) By deleting “(3)” and substituting “(3)(b)”.
- 62(4) In the Chinese text, by deleting “潛在買方” and substituting “準買方”.
- 63(3)(a) By deleting “a company” and substituting “a corporation”.
- 63(3)(b) By deleting “company” and substituting “corporation”.

63 By adding—

“(3A) 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.”.

63(11) By adding “(3A),” after “(3),”.

New By adding immediately before clause 65—

“64A. 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
 - (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.”.

65 In the heading, by adding “: **criminal liability**” after
“**Misrepresentation**”.

65 By deleting subclauses (3), (4) and (5).

New By adding—

“65A. 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 65.
- (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.”

Part 5 In Division 2, in the English text, by deleting the heading and substituting—

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

72 In the heading, by deleting “**Liability of company officers etc. for offence committed by company**” and substituting “**Liability of officers etc. for offence committed by corporation or specified body**”.

72(1)(a) By deleting “company” and substituting “corporation”.

72(1)(b) In the Chinese text, by deleting “公司或” (wherever appearing) and substituting “法團或”.

72(1)(b)
(i)(A) In the English text, by deleting “the company” (wherever appearing) and substituting “the corporation”.

72(2) By deleting “company” and substituting “corporation”.

72(3) In the definition of *officer*, by adding “as defined by section 2(1) of the Companies Ordinance (Cap. 32)” after “a company”.

- 72(3) In the definition of *officer*, in paragraph (a)(ii), by deleting “section 2(1) of the Companies Ordinance (Cap. 32)” and substituting “that section 2(1)”.
- 72(3) In the definition of *officer*, in paragraph (b), by adding “a company incorporated outside Hong Kong or” after “to”.
- 72(3) In the definition of *officer*, in paragraph (b)(i) and (ii), by adding “company or” before “specified body”.
- 77(1)(b) By deleting “, (5) or (6)” and substituting “or (5)”.
- 79 By adding—
 “(8) The Authority or a public officer appointed under section 74(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.”.
- 80(5) By deleting “company” (wherever appearing) and substituting “corporation”.
- Schedule 1 By deleting “[ss. 7, 16” and substituting “[ss. 7”.
- Schedule 1, section 2(2)(a) By deleting “a company” and substituting “a corporation”.
- Schedule 1, section 2(2)(b) By deleting “company” and substituting “corporation”.
- Schedule 1, By adding—

- section 2 “(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.”.
- Schedule 1,
section
3(2)(a) By deleting “a natural person” and substituting “an individual”.
- Schedule 1,
section 3(2) By adding—
- “(ab) 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;”.
- Schedule 1,
section
3(2)(b) By deleting “a company” and substituting “a corporation”.
- Schedule 1,
section
3(2)(c) By deleting “a natural person” and substituting “an individual”.
- Schedule 1,
section 3(2) By adding—
- “(ca) 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;”.
- Schedule 1,
section
3(2)(d) By deleting “a company” and substituting “a corporation”.

- Schedule 1,
section
3(2)(e) By deleting “a natural person” and substituting “an individual”.
- Schedule 1,
section 3(2) By adding—
 “(ea) 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;”.
- Schedule 1,
section
3(2)(f) By deleting “a company” and substituting “a corporation”.
- Schedule 1,
section
3(3)(a)(i) By deleting “(b), (c)” and substituting “(ab), (b), (c), (ca)”.
- Schedule 1,
section
3(3)(a)(ii) By adding “, (ea)” after “(e)”.
- Schedule 1,
section
3(3)(b) By adding “partner,” after “contractor,”.
- Schedule 1,
section
3(4)(c) By deleting “a company” and substituting “a corporation”.
- Schedule 1,
section 3(4) By adding—
 “(ca) 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;”.

- Schedule 1,
section
3(4)(f) By deleting “a company” and substituting “a corporation”.
- Schedule 1,
section 3(4) By adding—
 “(fa) 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;”.
- Schedule 1,
section
3(4)(g) By deleting “a company, and the company” and substituting “a corporation, and the corporation”.
- Schedule 1,
section
3(4)(h) By deleting “a company” and substituting “a corporation”.
- Schedule 1,
section
3(5)(a)(i) By deleting “or (c)” and substituting “, (c) or (ca)”.
- Schedule 1,
section
3(5)(a)(ii) By deleting “or (f)” and substituting “, (f) or (fa)”.
- Schedule 1,
section 3(6) In the definition of *associate*, in paragraph (b), by deleting “company” and substituting “corporation”.
- Schedule 1,
section 3 By deleting subsection (7).
- Schedule 1,
section
10(2)(a) In the English text, by deleting “have that scale marked on the plans” and substituting “has that scale marked on the plan”.

- Schedule 1 By deleting section 29.
- Schedule 1,
section 33(b) By deleting “Part 3 of this Schedule applies as if section 29(3)(a)” and substituting “Part 2 of this Schedule applies as if section 18A(3)(a)”.
- Schedule 3 By deleting “[ss. 16” and substituting “[ss. 16A”.
- Schedule 3 In the heading, by deleting “**16(2)(b)**” and substituting “**16A(3)**”.
- Schedule 4 By deleting “[ss. 9, 50” and substituting “[ss. 9, 50, 50B, 50C”.
- Schedule 4,
Part 1, clause
1(b) By adding “(1)” after “section 2”.
- Schedule 4,
Part 1, clause
4(a) By deleting “third” and substituting “fifth”.
- Schedule 4,
Part 1, clause
4(b) By deleting “sixth” and substituting “eighth”.
- Schedule 4,
Part 1, clause
7 By deleting “3” and substituting “5”.
- Schedule 4,
Part 1, clause
10 By deleting “The Vendor shall not restrict the Purchaser’s right” and substituting “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”.

- Schedule 4,
Part 2, clause
1(b) By adding “(1)” after “第2”.
- Schedule 4,
Part 2, clause
4(a) By deleting “第三” and substituting “第五”.
- Schedule 4,
Part 2, clause
4(b) By deleting “第六” and substituting “第八”.
- Schedule 4,
Part 2, clause
7 By deleting “3” and substituting “5”.
- Schedule 4,
Part 2, clause
10 By deleting “賣方不得限制買方” and substituting “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”.
- Schedule 5 By deleting “[ss. 9, 50” and substituting “[ss. 9, 31, 50A, 50B, 50C”.
- Schedule 5,
Part 1, clause
1(f)(i) and
(iii) By deleting “the Government Grant” and substituting “the conditions of the Government Grant ^Σ[in so far as they relate to the Phase]”.
- Schedule 5,
Part 1, clause
1 By deleting sub-clause (i) and substituting—
 “*(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;]”.

Schedule 5,
Part 1, clause
1(o) By deleting “Blocks [*insert block numbers*]” and substituting “[*insert description of buildings comprising the Phase*]”.

Schedule 5,
Part 1, clause
1 By adding—
“*(pa) “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;]”.

Schedule 5,
Part 1, clause
3 By deleting sub-clauses (a) and (b) and substituting—
“[*insert payment terms in such a way that the operation of clause 15 will not be affected*]”.

Schedule 5,
Part 1, clause
4(c) By adding “^Σ[in so far as they relate to the Phase]” after “of the Government Grant”.

Schedule 5,
Part 1 By deleting clause 5 and substituting—
“*[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.”.

Schedule 5,
Part 1, clause
6 By deleting “*Building Covenant Period/period allowed by the Redevelopment Order or such extension period as may have been granted” and substituting “Building Covenant Period”.

Schedule 5,
Part 1, clause
6 By adding “]” after “Agreement.”.

Schedule 5,
Part 1 By deleting clause 14 and substituting—

“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, clause
16 By deleting “, the Vendor shall not restrict the Purchaser’s right” and substituting “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”.

Schedule 5,
Part 1, clause
24(c) and (d) By adding “and all other solicitors (if any) acting for the Vendor in the sale of the residential units in the ^yPhase/Development” after “of the

Vendor's Solicitors".

- Schedule 5,
Part 1
- By deleting—
- “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.”
- and substituting—
- “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 (of 2012)) except the final phase of a phased development. Delete as appropriate.”.
- Schedule 5,
Part 2, clause
1(f)(i) and
(iii)
- By adding “的條件²[只限於與本期有關的範圍內]” after “批地書”.
- Schedule 5,
Part 2, clause
1
- By deleting sub-clause (i) and substituting—
- “*(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；]”.
- Schedule 5,
Part 2, clause
1(o)
- By deleting “第[填上座數]座” and substituting “[填上組成本期的建築物的描述]”.
- Schedule 5,
Part 2, clause
1
- By adding—
- “*(pa) “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；]”。

- Schedule 5,
Part 2, clause
3 By deleting sub-clauses (a) and (b) and substituting—
“[填上不影響第15條的施行的付款條款]”。
- Schedule 5,
Part 2, clause
4(c) By deleting “遵照¹[政府批地書的條件]” and substituting “符合¹[政府
批地書的條件²[只限於與本期有關的範圍內]]”。
- Schedule 5,
Part 2 By deleting clause 5 and substituting—
“*¹[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。】”。
- Schedule 5,
Part 2, clause
6 By deleting “*建築契諾屆滿日期／重新發展令容許的限期的屆滿
日期或獲批予的延期的屆滿日期” and substituting “建築契諾屆滿
日期”。
- Schedule 5,
Part 2, clause
6 By adding “]” after “申索。”。
- Schedule 5,
Part 2 By deleting clause 14 and substituting—
“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。”

Schedule 5,
Part 2, clause
16 By deleting “，賣方不得限制買方” and substituting “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”。

Schedule 5,
Part 2, clause
24(c) and (d) By adding “及在⁷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)” after “如賣方律師”。

Schedule 5,
Part 2 By deleting—

“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。”

and substituting—

“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》(2012年第 號)所指者)但分期發展項目的最後一期除外。將不適用者刪去。”

Schedule 6 By deleting “[ss. 9, 50” and substituting “[ss. 9, 50A, 50B, 50C”.

Schedule 6,
Part 1, clause
1(f)(i) and
(iii) By deleting “the Government Grant” and substituting “the conditions of the Government Grant ^Σ[in so far as they relate to the Phase]”.

Schedule 6,
Part 1, clause
1(m) By deleting “Blocks [*insert block numbers*” and substituting “[*insert description of buildings comprising the Phase*”.

Schedule 6,
Part 1, clause By deleting sub-clauses (a) and (b) and substituting—

- 3 “*[insert payment terms in such a way that the operation of clause 13 will not be affected]*”.
- Schedule 6, Part 1, clause 4(c) By adding “²[in so far as they relate to the Phase]” after “Government Grant”.
- Schedule 6, Part 1, clause 14 By deleting “, the Vendor shall not restrict the Purchaser’s right” and substituting “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”.
- Schedule 6, Part 1, clause 21(c) and (d) By adding “and all other solicitors (if any) acting for the Vendor in the sale of the residential units in the ^γPhase/Development” after “of the Vendor’s Solicitors”.
- Schedule 6, Part 1
- By deleting—
- “^θ Delete “Development” for phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (of 2012)) except the final phase. Otherwise delete “Phase”.”
- and substituting—
- “^θ Delete “Development” for phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (of 2012)) except the final phase. Otherwise delete “Phase”.
- Σ Applicable for phased development (within the meaning of the Residential Properties (First-hand Sales) Ordinance (of 2012)) except the final phase of a phased development. Delete as appropriate.”.
- Schedule 6, Part 2, clause 1(f)(i) and (iii) By adding “的條件^Σ[只限於與本期有關的範圍內]” after “批地書”.
- Schedule 6, Part 2, clause By deleting “第[填上座數]座” and substituting “[填上組成本期的建

- 1(m) 建築物的描述”。
- Schedule 6, Part 2, clause 3 By deleting sub-clauses (a) and (b) and substituting—
“[填上不影響第13條的施行的付款條款]。”。
- Schedule 6, Part 2, clause 4(c) By deleting “遵照政府批地書的條件” and substituting “符合政府批地書的條件²[只限於與本期有關的範圍內]”。
- Schedule 6, Part 2, clause 14 By deleting “，賣方不得限制買方” and substituting “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”。
- Schedule 6, Part 2, clause 21(c) and (d) By adding “及在⁷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)” after “如賣方律師”。
- Schedule 6, Part 2 By deleting—
“⁰ 如屬分期發展項目(《一手住宅物業銷售條例》(2012年第 號)所指者)及除最後一期外，刪去“本發展項目”，否則刪去“本期”。”
and substituting—
“⁰ 如屬分期發展項目(《一手住宅物業銷售條例》(2012年第 號)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》(2012年第 號)所指者)但分期發展項目的最後一期除外。將不適用者刪去。”。
- Schedule 7 By deleting “[ss. 9, 50” and substituting “[ss. 9, 50A, 50B, 50C”。
- Schedule 7, Part 1, clause 3 By deleting “as stakeholders”。

- Schedule 7,
Part 1, clause
3 By deleting sub-clauses (a) and (b) and substituting—
 “*[insert payment terms in such a way that the operation of clause 4 will not be affected].*”.
- Schedule 7,
Part 1, clause
5 By deleting “, the Vendor shall not restrict the Purchaser’s right” and substituting “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”.
- Schedule 7,
Part 1 By adding—
 “11A. 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.”.
- Schedule 7,
Part 2, clause
3 By deleting “作為保證金保存人的”.
- Schedule 7,
Part 2, clause
3 By deleting sub-clauses (a) and (b) and substituting—
 “*[填上不影響第4條的施行的付款條款]*。”.
- Schedule 7,
Part 2, clause
5 By deleting “，賣方不得限制買方” and substituting “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”.
- Schedule 7, By adding—

- Part 2 “11A. 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。”.
- Schedule 8, section 1(1) By deleting paragraphs (a), (b) and (c).
- Schedule 8, section 1(1) By adding—
“(ha) any notice received by the vendor from the Government or requiring the vendor to demolish or reinstate any part of the development;”.
- Schedule 8, section 1(1)(i) By deleting the semicolon and substituting a full stop.
- Schedule 8, section 1(1) By deleting paragraphs (j) and (k).
- Schedule 8, section 1 By deleting subsection (2).
- Schedule 8, section 2 By deleting “and (h) and (2)” and substituting “, (h) and (ha)”.