

HPLB/LTB Paper 48/03

Bills Committee on Land Titles Bill

Schedules 1 and 2

Purpose

This paper outlines the provisions set out in Schedules 1 and 2 of the Land Titles Bill.

Schedule 1

2. Clause 7 of the Bill gives the Land Registrar a general power to delegate his functions or powers to any public officer. However, he shall not delegate his functions and powers under provisions set out in Schedule 1. The effect is that he cannot delegate his powers of general administration of the Land Registry; remission of additional fees for delayed registration; satisfaction of registered charges; removal or variation of a restriction; application to the Court for directions and specification of the form of any document.

Schedule 2

3. Schedule 2 deals with consequential amendments. The more significant items are set out below.

4. Item 38 – Estate Duty Ordinance (Cap.111)

- (a) Section 18(2) of the Estate Duty Ordinance is amended by providing that the Commissioner may give notice of any estate duty charge on any leasehold property by registration of a memorial under the Land Registration Regulations or by an application under the Land Titles Ordinance. The wording will be amended to make clear that the Commissioner is not “registering an application” but lodging an application that will lead to registration of the matter in the notice signed by him.

- (b) A new section 18(2A) is added to provide that where a non-consent caution to the effect that the relevant registered land is or may become subject to an estate duty charge has been registered, the registered caution shall be deemed to be notice under Section 18(1).
- (c) Section 18(3) is repealed and a new section 18(3) provides that a notice in writing of any estate duty charge may be registered under the Land Registration Ordinance or by way of application under the Land Titles Ordinance.

5. Item 40 – Stamp Duty Ordinance (Cap.117)

- (a) A new Section 2A is added. This section provides that all instruments which are chargeable with stamp duty and would create, extinguish, transfer, vary or affect any legal or equitable interest in land would continue to be so chargeable with stamp duty.
- (b) Section 15(3)(a) is amended to the effect that the Land Registrar can register an instrument under the Land Registration Ordinance or a matter that is the subject of an application supported by the instrument under the Land Titles Ordinance, if the instrument is stamped under Section 5(1) or 13(2) or is an agreement for sale mentioned therein.
- (c) A new Section 67 is added. This is a transitional provision to cater for the situation where an instrument has been registered or delivered for registration under the Land Registration Ordinance and is stamped only with an adjudication fee pending adjudication. A first charge on the stamp duty chargeable will be imposed on the registered land. This first charge will expire one year after the date of first registration of the land.

6. Items 71–74 – Land Registration Ordinance (Cap.128)

- (a) A new Section 1B is added to state that the above Ordinance will not apply to land registered under the Land Titles

Ordinance. In effect, a piece of land can only be registered either under the Land Registration Ordinance or the Land Titles Ordinance. After the land is registered under the Land Titles Ordinance, all matters must be registered under that Ordinance.

- (b) A new section 23(1A) is added. This section provides that the Land Registrar shall not register a first assignment of land under section 12 of the Land Titles Ordinance or any subsequent instruments unless –
 - (i) a solicitor has certified that the owner does not have good title to the land and the certificate of good title cannot be issued;
 - (ii) there are still instruments pending registration in the land register;
 - (iii) an application for first registration of land has been rejected.
- (c) A new section 23(1B) is added to state that the Land Registrar shall not register any instrument under the Land Registration Ordinance relating to land registered under the Land Titles Ordinance. In effect, when a Title Register has been opened, every instrument relating to that land has to be registered under the Land Titles Ordinance.
- (d) A new Section 23B is added. This section sets out the procedures where an application for first registration has been rejected under the Land Titles Ordinance. If the Land Registrar is satisfied that the supporting instrument may be registered under the Land Registration Ordinance, he shall notify the applicant of the rejection and if the applicant provides all the documents and fees within 14 days, the application shall be presented under the Land Registration Ordinance and registration of the instrument shall take effect from the date of presentation of the application for first registration under the Land Titles Ordinance.

- (e) A new Section 28(1)(aa) is added to empower the Land Registrar to deal with the procedures for registration of first assignments and subsequent instruments.

7. Items 87–99 – Conveyancing and Property Ordinance (Cap.219)

- (a) A new Section 2(2) is added to provide that references to an assignment include a transfer and a legal charge and include a charge within the meaning of the Land Titles Ordinance.
- (b) Section 13 provides for the proof of title and recitals under the present conveyancing system. It is amended so that this section will not apply to registered land under the Land Titles Ordinance. The proof of title by the vendor under the new system will be that stated in Clause 44(1) of the Bill.
- (c) Section 14(3)(a), (b) and (c) are amended to include the registration of the matters contained in an application supported by a certificate of compliance, a copy of endorsement of compliance and an entry of a note of compliance under the Land Titles Ordinance.
- (d) Section 15(d) is amended to abolish the overriding effect of English words in any instrument affecting land.
- (e)
 - (i) Section 16(1) is amended to provide that an assignment shall operate to assign all rights upon registration of the assignee as the owner of the land under the Land Titles Ordinance.
 - (ii) As the title is vested upon an owner on registration under the Land Titles Ordinance, Section 16(2) is amended accordingly.
- (f) Section 17 is amended to provide that an assignment shall assign the whole estate in the land upon registration of the assignee as the owner under the Land Titles Ordinance.
- (g) Section 37 provides that an instrument given in the Third Schedule shall, in regard to form and expression, be sufficient.

As the Land Registrar has the power to specify conveyancing documents under Clause 97 of the Bill and Clause 58 provides that existing documents may be used if no form is specified, Section 37 is made subject to such specification powers.

- (h) Section 41 is amended to include a covenant which is an overriding interest or registered under the Land Titles Ordinance. This preserves the rules of enforceability of covenants in respect of covenants under the title registration system.
- (i) Section 42 is amended to provide that the registration of any instrument under the Land Titles Ordinance shall continue to be in force after the issue of the Government lease of the land.
- (j) As a receipt on discharge can only extinguish the interest in the land upon registration under the title registration system (Clause 29(1)), Section 56 provides that the effect of a receipt as reassignment of the mortgaged property will not apply to registered land.
- (k) As the Land Registrar has been empowered to specify conveyancing forms under Clause 97 of the Bill, for consistency purpose, the power to amend the forms in the Third Schedule is also been conferred upon the Land Registrar.
- (l) Clause 10 in Part A of the Second Schedule is amended to provide for the removal of the consent caution of the sale and purchase agreement upon rescission by the vendor.
- (m) The Third Schedule is amended to include reference to the registration of the relevant instruments under the Land Titles Ordinance.

8. Copies of the relevant provisions of the Ordinances referred to in paragraphs 4 to 7 above are at **Annex 1**.

9. Other items in Schedule 2 mainly add appropriate references to the Land Titles Ordinance in the relevant legislation. These consequential amendments seek to recognize that the Land Titles Ordinance will be

another ordinance of land registration operating in parallel with the Land Registration Ordinance.

10. The Assistant Legal Adviser has made some observations on the drafting aspects of the consequential amendments in his letter of 5 September 2003. The Administration's response to the points raised therein is set out at **Annex 2**.

November 2003

Housing, Planning and Lands Bureau

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Section of Enactment

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Chapter: 111 Title: ESTATE DUTY ORDINANCE Gazette Number:
Section: 18 Heading: **Charge of estate duty on property** Version Date: 30/06/1997

(1) Subject to subsection (2)-

- (a) a rateable part of the estate duty on an estate, in proportion to the value of any property which does not pass to the executor as such, shall be a first charge on the property in respect of which estate duty is leviable;
- (b) a rateable part of the estate duty on an estate paid by instalments under section 12(8), in proportion to the value of any leasehold property held solely by the deceased, shall be a first charge on the property:

Provided that the property shall not be chargeable as against a bona fide purchaser thereof for valuable consideration without notice. (Replaced 1 of 1959 s. 15)

(2) Notice of any charge on any leasehold property constituted by subsection (1) may be given by the Commissioner registering in the Land Registry against the property affected thereby a Memorial signed by him specifying the subsection under which the charge is constituted, the name, description, and date of death of the deceased in respect of whose estate the claim to estate duty arises, and particulars of the property charged. (Added 1 of 1959 s. 15. Amended 8 of 1993 s. 2)

(3) A notice in writing of any charge under subsection (1) or (2) may be entered in the Land Registry as an instrument affecting land. (Added 1 of 1959 s. 15. Amended 8 of 1993 s. 2)

(4) If the rateable part of the estate duty in respect of any property is paid by the executor, it shall where occasion requires be repaid to him by the trustees or owners of the property.

(5) A person authorized or required to pay the estate duty in respect of any property shall, for the purpose of paying the estate duty or raising the amount of the estate duty when already paid, have power, whether the property is or is not vested in him, to raise the amount of such estate duty and any interest and expenses properly paid or incurred by him in respect thereof by the sale or mortgage or a terminable charge on that property or any part thereof.

(6) A person having a limited interest in any property who pays the estate duty in respect of that property shall be entitled to the like charge as if the estate duty in respect of that property had been raised by means of a mortgage to him.

(7) Any money arising from the sale of property comprised in a settlement or held upon trust to lay out upon the trusts of a settlement may be expended in paying any estate duty in respect of property comprised in the settlement and held upon the same trusts.

[cf. 1894 c. 30 s. 9 U.K.]

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Chapter:	117	Title:	STAMP DUTY ORDINANCE	Gazette Number:	L.N. 90 of 1999; 44 of 1999
Section:	15	Heading:	Non-admissibility etc. of instruments not duly stamped	Version Date:	01/04/1999

Remarks:

Adaptation amendments retroactively made - see 12 of 1999 s. 3

(1) Subject to subsection (1A), no instrument chargeable with stamp duty shall be received in evidence in any proceedings whatsoever except-

- (a) criminal proceedings;
- (b) civil proceedings by the Collector to recover stamp duty or any penalty payable under this Ordinance,

or be available for any other purpose whatsoever, unless such instrument is duly stamped. (Amended 33 of 1998 s. 4)

(1A) Notwithstanding anything in subsection (1), an instrument which is not duly stamped may be received in evidence in civil proceedings before a court if-

- (a) the court so orders upon the personal undertaking of a solicitor to cause-
 - (i) such instrument to be stamped in respect of the stamp duty chargeable thereon; and
 - (ii) any penalty payable under section 9 in respect thereof to be paid; or
- (b) the instrument is endorsed by the Collector under section 14(1C). (Added 33 of 1998 s. 4)

(2) Subject to subsection (3), no instrument chargeable with stamp duty shall be acted upon, filed or registered by any public officer or body corporate unless such instrument is duly stamped or is endorsed by the Collector under section 14(1C); and any such public officer who or body corporate which fails to comply with this subsection shall incur a penalty at level 2 which shall be recoverable by the Collector as a civil debt due to the Government. (Amended 70 of 1994 s. 3; L.N. 338 of 1995; 12 of 1999 s. 3; 33 of 1998 s. 4)

(3) Subsection (2) does not apply in relation to the registration of-

- *(a) an instrument under the Land Registration Ordinance (Cap 128) if the instrument is stamped under section 5(1) or 13(2), or is an agreement for sale that either contains a statement to the effect that it relates to non-residential property within the meaning of section 29A(1) or is endorsed under section 29C(13)(a); or (Amended 8 of 1992 s. 3; L.N. 90 of 1999 and 44 of 1999 s. 15)
- (b) an instrument of transfer if the instrument is stamped under section 13(2),

but the registration does not affect the question of whether the instrument is duly stamped. (Replaced 43 of 1991 s. 4)

(4) If a public officer is empowered or required by law to act upon, file or register a duplicate or copy of any instrument, and if the original of such instrument would require to be duly stamped if acted upon, filed or registered by such public officer, it shall be lawful for such public officer to call for the production of the original instrument, or for evidence to his satisfaction that it is duly stamped, and no public officer shall act upon, file or register any such duplicate or copy without production of the original instrument duly stamped or of evidence as aforesaid.

Note:

* The amendments made by L.N. 90 of 1999 and Ord. No. 44 of 1999 to section 15(3)(a) shall only

apply to an agreement for sale, or an unwritten sale agreement, as defined in section 29A(1), if the relevant date within the meaning of section 29B(3) is, in so far as such agreement for sale or unwritten sale agreement (as the case may be) is concerned, on or after 1 April 1999.

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Chapter: 117 Title: STAMP DUTY ORDINANCE Gazette Number: L.N. 12 of 2003
Section: 5 Heading: **Methods of stamping and denoting** Version Date: 01/04/2003

(1) Subject to this section and section 9, every instrument chargeable with stamp duty shall be presented to the Collector for stamping and, upon payment of the stamp duty, he shall stamp such instrument or cause it to be stamped- (Amended 77 of 1981 s. 3)

(a) by means of a franking machine with the amount of stamp duty paid and the date of stamping;
or

(b) by means of a stamp approved by the Collector with the words "Stamp Office Hong Kong" or "香港印花稅署" and the date of stamping, (Amended 80 of 1997 s. 114)

and, in the case of an instrument stamped under paragraph (b), the Collector shall at the same time record on the instrument, as close as possible to the date so stamped, the amount of stamp duty paid together with his signature.

(2) Any instrument chargeable with stamp duty under head 2(1) in the First Schedule may be stamped by means of an adhesive stamp by any person authorized in that behalf by the Collector who purchases such stamp at the office of the Collector.

(2A) Notwithstanding subsection (2), a contract note to which an agreement under section 5A relates may be stamped by any person authorized in that behalf by the Collector by imprinting in such manner as the Collector may think fit on the contract note-

(a) the amount of the stamp duty chargeable thereon; and

(b) a note to the effect that the amount of the stamp duty referred to in paragraph (a) has been or will be paid through a recognized exchange company or an authorized ATS provider under the agreement. (Replaced L.N. 90 of 1999 and 44 of 1999 s. 14. Amended 5 of 2002 s. 407(2))

(2B) Subject to section 4(3A), a contract note stamped in accordance with subsection (2A) shall be treated as duly stamped with the amount of the stamp duty imprinted thereon, and within the time for stamping such note. (Added 85 of 1991 s. 4)

(2C) Any person who with intent to defraud the Government-

(a) imprints on a contract note the matters described in subsection (2A)(a) and (b) without authorization from the Collector for the purposes of subsection (2A); or

(b) imprints on a contract note any matter, as a matter described in subsection (2A)(a) or (b), which is false in a material particular,

commits an offence. (Replaced L.N. 90 of 1999 and 44 of 1999 s. 14)

(3) Adhesive stamps used for the purposes of subsection (2) shall be of such kinds and in such denominations as the Collector may determine.

(4) Subject to section 7, any instrument chargeable with stamp duty under head 2(4) in the First Schedule may be stamped by means of a franking machine by any person to whom a licence in respect of such machine is issued under that section.

(5) In respect of any Hong Kong bearer instrument, the following shall apply-

(a) such instrument shall, before being issued, be produced to the Collector together with such particulars in writing in respect of the instrument as the Collector may require, and such instrument shall be duly stamped if it is stamped with a particular stamp approved by the Collector denoting that it has been so produced; and

(b) within 2 months of the date on which such instrument is issued, or such longer time as the Collector may allow, a statement in writing containing the date of issue and such further particulars as the Collector may require in respect of such instrument shall be delivered to the Collector, and the stamp duty chargeable on such instrument shall be paid to the Collector on delivery of that statement or within such longer time as the Collector may allow,

and if default is made in complying with paragraph (a) or (b) in respect of such instrument, or if any particulars so produced or delivered in respect of such instrument are false in any material respect, the person or persons respectively specified in head 3 in the First Schedule as being liable for stamping such instrument shall incur a penalty of 10 times the amount of the stamp duty chargeable on such instrument which shall be recoverable by the Collector as a civil debt due to the Government. (Amended 12 of 1999 s. 3)

(6) Where the stamp duty chargeable on an instrument depends in any manner upon the stamp duty paid in respect of another instrument, the payment of the last-mentioned stamp duty shall, upon application to the Collector and production of both the instruments, be denoted upon the first-mentioned instrument in such manner as the Collector thinks fit.

(7) If an instrument is presented to the Collector for stamping and the Collector, acting under section 12, requires to be furnished with an abstract of the instrument or with some evidence, then unless such an abstract or that evidence is furnished as required the Collector-

(a) may refuse to stamp the instrument; or

(b) may stamp the instrument subject to such conditions as he sees fit. (Added 8 of 1992 s. 2)

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Chapter: 117 Title: STAMP DUTY ORDINANCE Gazette Number: L.N. 176 of 2000
Section: 13 Heading: **Adjudication of stamp duty by Collector** Version Date: 01/06/2000

(1) In respect of any executed instrument, the Collector may, and shall if he is required by any person upon payment, subject to subsection (1B), of the adjudication fee to do so, express his opinion with reference to such instrument upon the following questions- (Amended 5 of 2000 s. 3)

- (a) whether it is chargeable with any stamp duty;
- (b) what amount of stamp duty is chargeable thereon.

(1A) The Financial Secretary may by order amend the Fifth Schedule. (Added 5 of 2000 s. 3)

(1B) The adjudication fee shall not be payable in respect of an instrument where it is provided for under section 24 (2), 27(3), 29F(2), 29H(3), 44(3) or 45(3) or under Note 4 to head 1(1) or Note 3 to head 2(3) in the First Schedule that the instrument shall not be duly stamped unless it is stamped under subsection (3). (Added 5 of 2000 s. 3)

(1C) Where any person has paid the adjudication fee in respect of an instrument to which subsection (1B) applies, the Collector may cancel the stamp denoting payment of the fee and refund the fee if-

- (a) an application for this purpose is made to him not later than 2 years after the day on which the Collector expressed his opinion under subsection (1); and
- (b) the instrument is stamped under subsection (3). (Added 5 of 2000 s. 3)

(2) Any instrument in respect of which-

- (a) the adjudication fee is paid under subsection (1) shall be stamped with a stamp approved by the Collector denoting the payment thereof;
- (b) the adjudication fee is not payable under subsection (1B) shall be stamped with a stamp approved by the Collector denoting that it has been presented for adjudication. (Replaced 5 of 2000 s. 3)

(3) If the Collector is of opinion that the instrument-

- (a) is not chargeable with stamp duty, it may, subject to subsection (4), be stamped with a stamp approved by the Collector denoting that it is not chargeable with stamp duty;
- (b) is chargeable with stamp duty, he shall assess the stamp duty payable, and, subject to subsection (7), where the instrument is stamped under section 5 with a stamp denoting payment of the stamp duty so assessed it may also be stamped with a stamp approved by the Collector denoting that it is duly stamped.

(4) Subject to this section, an instrument upon which the stamp duty has been assessed by the Collector shall not, if it is not stamped or is insufficiently stamped, be stamped otherwise than in accordance with the assessment; and in the case of any instrument which in the opinion of the Collector is not chargeable with stamp duty, such instrument shall not be stamped under subsection (3)(a) unless it is stamped under subsection (2) or section 40 applies. (Amended 5 of 2000 s. 3)

(5) Section 12 shall apply in relation to an instrument in respect of which the Collector intends or is required to

express his opinion under subsection (1) as it applies to an instrument presented to him for stamping, and where the Collector requires a statutory declaration to be made for the purposes of this section-

(a) such declaration shall not be used against the person making it in any proceeding whatever except in an inquiry as to the stamp duty with which the instrument to which it relates is chargeable; and

(b) unless such declaration is shown not to be true in any material respect, the person by whom it is made shall, on payment of the stamp duty chargeable upon the instrument, be relieved from any punishment to which he may be liable under section 11.

(6) Every instrument stamped under this section with a stamp denoting that it is not chargeable with stamp duty or that it is duly stamped shall be admissible in evidence and available for all purposes notwithstanding any objection relating to stamp duty.

(7) Where in respect of any instrument which is not stamped the Collector is required by any person under this section before or within the time for stamping such instrument to express his opinion under subsection (1) and such instrument is in the opinion of the Collector chargeable with stamp duty, the instrument-

(a) may be stamped upon payment of the stamp duty if the stamp duty is paid not later than the time for stamping such instrument or the expiration of a period of 1 month from the date on which the assessment of the stamp duty is made, whichever is the later; or

(b) if the stamp duty is not so paid, may be so stamped thereafter upon payment of the stamp duty and a penalty calculated under section 9 and, for that purpose, section 9 shall apply in relation to the stamping of such instrument as it applies in relation to the stamping of an instrument chargeable with stamp duty which is not stamped before or within the time for stamping such instrument.

(8) Where notice of an assessment of the stamp duty chargeable on any instrument is, within 7 days from the date on which the assessment is made, served by post on any person who required the Collector to express his opinion with reference thereto under subsection (1) or who is liable for stamping such instrument, such assessment shall, after the expiration of a period of 1 month from that date, be final and conclusive for all purposes as against such person except if and to the extent that an appeal made against it under section 14 succeeds. (Amended 36 of 1994 s. 2)

(9) If, within a period of 1 month from the date on which an assessment is made of the stamp duty chargeable on any instrument, it appears to the Collector that the amount of the stamp duty so assessed is excessive, he may cancel such assessment and make such other assessment in substitution therefor as he may deem proper; and any reference in this Ordinance to an assessment shall be construed as including a reference to an assessment as so substituted.

(10) Where the payment of stamp duty is denoted on any instrument chargeable with stamp duty in respect of which the Collector expresses or is required to express his opinion under subsection (1) and the amount of the payment so denoted is less than the amount assessed by the Collector, then, without prejudice to the liability of any person for the payment of the difference between the amount of the stamp duty so denoted and the assessment, the instrument shall be chargeable, unless it is stamped in respect of the difference not later than 1 month from the date on which the assessment is made, with additional stamp duty of an amount equal to interest on the amount of the difference at the rate of 4 cents per \$100 or part thereof per day in respect of the period beginning on the expiration of a period of 1 month from that date and ending on the date of the payment of such additional stamp duty; and the person or persons liable for stamping such instrument in respect of the stamp duty so assessed shall be the person or persons liable for stamping it in respect of such additional stamp duty.

(11) The Collector may remit, wholly or in part, any additional stamp duty payable under subsection (10).

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Chapter: 219 Title: CONVEYANCING AND
PROPERTY ORDINANCE Gazette Number: 29 of 1998 s. 105
Section: 13 Heading: **Proof of title and recitals** Version Date: 01/07/1997

Remarks:

Amendments retroactively made - see 29 of 1998 s. 105

(1) Unless the contrary intention is expressed, a purchaser of land shall be entitled to require from the vendor, as proof of title to that land, only production of the Government lease relating to the land sold and- (Amended 29 of 1998 s. 105)

(a) proof of title to that land-

(i) where the grant of the Government lease was less than 15 years before the contract of sale of that land, extending for the period since that grant; or (Amended 29 of 1998 s. 105)

(ii) in any other case, extending not less than 15 years before the contract of sale of that land commencing with an assignment, a mortgage by assignment or a legal charge, each dealing with the whole estate and interest in that land; (Replaced 31 of 1988 s. 6)

(b) production of any document referred to in the assignment, mortgage or charge mentioned in paragraph (a) creating or disposing of an interest, power or obligation, which is not shown to have ceased or expired and subject to which any part of that land is disposed of; and

(c) production of any power of attorney under which any document produced is executed where that document was executed less than 15 years before the contract of sale of that land. (Amended 31 of 1988 s. 6)

(2) Where this section requires the production of any document, it shall be sufficient to produce a copy-

(a) attested, before 1 November 1984, by 2 solicitors' clerks; or

(b) certified by a public officer or a solicitor,

to be a true copy. (Amended 31 of 1988 s. 6)

(3) Subject to subsection (1), where any document produced as proof of title to any land contains a recital of any document dated or made before the date from which a vendor is required to prove title, the purchaser of that land shall assume, unless the contrary is proved, that-

(a) the recital is correct;

(b) the recital gives all the material contents of the document recited; and

(c) the document recited was duly executed and perfected.

(4) A recital, statement, and description of any fact, matter or party contained in any document of title, mortgage, declaration or power of attorney relating to any land and dated or made not less than 15 years before the contract of sale of that land shall, for the purposes of any question as to proof of title concerning the parties to that contract and unless the contrary is proved, be sufficient evidence of the truth of that recital, statement and description.

(4A) Where any document is or has been produced by a vendor as proof of title to any land and that document purports to have been executed, not less than 15 years before the contract of sale of that land, under a power of attorney, it shall for the purposes of any question as to the title to that land be conclusively presumed-

- (a) as between the parties to that contract; and
- (b) in favour of the purchaser under that contract as against any other person,

that the power of attorney-

- (i) was validly executed;
- (ii) was in force at the time of the execution of that document; and
- (iii) validly authorized the execution of that document. (Added 31 of 1988 s. 6)

(5) This section affects only the rights and obligations of the parties to a contract for the sale of land entered into after the commencement of this section.

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Chapter:	219	Title:	CONVEYANCING AND PROPERTY ORDINANCE	Gazette Number:	29 of 1998 s. 105
Section:	14	Heading:	Conversion of equitable interest to legal estate where right to Government lease	Version Date:	01/07/1997

Remarks:

Amendments retroactively made - see 29 of 1998 s. 105

(1) Where a person has a right to a Government lease of any land upon compliance with any conditions precedent, then, upon compliance with those conditions-

(a) the equitable interest under that right shall become a legal estate in that land as if held under a Government lease issued in accordance with that right; and (Amended 31 of 1988 s. 7)

(b) for the purposes of section 42 and any other law, such a Government lease shall be deemed to have been issued upon compliance with those conditions.

(2) Where, under an agreement for a Government lease entered into before 1 January 1970, a person has a right to a Government lease upon compliance with any conditions precedent he shall be deemed, for the purposes of this section, to have complied with those conditions on the commencement of this section.

(3) Where under an agreement for a Government lease entered into on or after 1 January 1970, a person has a right to a Government lease upon compliance with any conditions precedent, he shall be deemed, for the purposes of this section, to have complied with those conditions-

(a) upon the issue by the Government of a certificate that those conditions have been complied with and the registration of that certificate in the Land Registry under the Land Registration Ordinance (Cap 128); or

(b) upon the endorsement by the Government on the Government lease of a note to the effect that those conditions have been complied with and the registration of a copy of that endorsement in the Land Registry under the Land Registration Ordinance (Cap 128); or

(c) upon the entry on the register kept in the Land Registry under the Land Registration Ordinance (Cap 128) relating to the land of a note to the effect that those conditions have been complied with. (Amended 31 of 1988 s. 7; 8 of 1993 s. 2)

(4) Where a person has a right to a Government lease of any land and that right is not subject to any conditions precedent-

(a) the equitable interest under that right shall become a legal estate in that land as if held under a Government lease issued in accordance with that right; and

(b) for the purposes of section 42 and any other law, such a Government lease shall be deemed to have been issued on the commencement of the Conveyancing and Property (Amendment) Ordinance 1988 (31 of 1988) or on the date of the grant of that right, whichever is the later. (Added 31 of 1988 s. 7)

(5) Where a person has a right to a Government lease of any land and that land is partitioned by assignment or otherwise by deed, this section shall apply to each part of that land constituted by that partition, as it applies to the

whole of that land, as if there were a right to a Government lease of each such part. (Added 31 of 1988 s. 7)

(6) Where a person has a Government lease, or a right to a Government lease, of any land and additional land is granted to that person with the intent that he should hold it as part of the land leased, this section shall apply to that additional land as if that additional land were part of the land originally leased and held subject to any further conditions precedent imposed when that additional land was granted. (Added 31 of 1988 s. 7)

(Amended 29 of 1998 s. 105)

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Section of Enactment

Chapter:	219	Title:	CONVEYANCING AND PROPERTY ORDINANCE	Gazette Number:	26 of 1998; 61 of 1999
Section:	15	Heading:	Construction of words and expressions	Version Date:	01/07/1997

Remarks:

Adaptation amendments retroactively made - see 26 of 1998 s. 44; 61 of 1999 s. 3

PART III

INSTRUMENTS

Unless the contrary intention appears, in any instrument affecting land made after the commencement of this section-

- (a) any definition used in, or, by this section, incorporated into, that instrument shall extend to the grammatical variations and cognate expressions of the word or expression defined;
- (b) words and expressions importing the masculine gender include the feminine; (Amended L.N. 387 of 1987)
- (c) words and expressions in the singular include the plural and words and expressions in the plural include the singular; (Amended L.N. 387 of 1987)
- (d) Chinese words and terms shall be construed according to Chinese language and custom and, if there is any conflict between Chinese words and terms and English words used in the instrument, the meaning of the English words shall prevail; and
- (e) "act" (作為) includes a series of acts, an omission or a series of omissions;
 - "contravene" (違反) includes failure to comply;
 - "court" (法院、法庭) means any court of Hong Kong of competent jurisdiction;
 - "Crown lease" (官契) means a Government lease; (Replaced 26 of 1998 s. 44)
 - "document" (文件) means any matter written, expressed or described upon any substance by means of letters, characters, figures or marks or by a combination of these;
 - "general holiday" and "public holiday" (公眾假期、公眾假日) mean a general holiday within the meaning of section 3 of the Interpretation and General Clauses Ordinance (Cap 1); (Added 26 of 1998 s. 44)
 - "Government" (政府) means the Government of the Hong Kong Special Administrative Region; (Amended 61 of 1999 s. 3)
 - "Government lease" (政府租契) means a Government lease within the meaning of section 3 of the Interpretation and General Clauses Ordinance (Cap 1); (Added 26 of 1998 s. 44)
 - "Hong Kong" (香港) means Hong Kong within the meaning of section 3 of the Interpretation and General Clauses Ordinance (Cap 1); (Added 26 of 1998 s. 44)
 - "Kowloon" (九龍) means Kowloon within the meaning of section 3 of the Interpretation and General Clauses Ordinance (Cap 1); (Replaced 26 of 1998 s. 44)
 - "law" (法律、法例、法) means any law for the time being in force in, having legislative effect in, extending to or applicable to Hong Kong;
 - "month" (月) means calendar month;
 - "New Kowloon" (新九龍) means the area specified in the Fifth Schedule to the Interpretation and General Clauses Ordinance (Cap 1);

"New Territories" (新界) means New Territories within the meaning of section 3 of the Interpretation and General Clauses Ordinance (Cap 1); (Replaced 26 of 1998 s. 44)

"occupy" (佔用) includes use, inhabit, be in possession of or enjoy the land to which the word relates otherwise than as a mere servant or for the mere purpose of the care, custody or charge thereof;

"or" (或), "other" and "otherwise" (其他、以其他形式、在其他情況下) shall be construed disjunctively and not as implying similarity, unless the word "similar" (相類) or some other word of like meaning is added;

"per cent" (釐、百分之), when used in relation to a rate of interest payable in any circumstances, means the rate of interest specified payable in respect of a year, unless it is expressly provided that it is payable in respect of any other period;

"person" (人、人士、個人、人物、人選) includes any public body or body of persons, corporate or unincorporate;

"power" (權、權力) includes any privilege, authority or discretion;

"registered" (註冊), in relation to a document, means registered under any law applicable to the registration of that document;

"sign" (簽名、簽署) includes, in the case of a person unable to write, the affixing or making of his seal, mark, thumbprint or chop;

"year" (年) means a year according to the Gregorian calendar.

(Amended 26 of 1998 s. 44)

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Chapter:	219	Title:	CONVEYANCING AND PROPERTY ORDINANCE	Gazette Number:	
Section:	16	Heading:	What an assignment is deemed to include	Version Date:	30/06/1997

(1) Unless the contrary intention is expressed in the assignment, an assignment shall operate to assign, with the land, all rights, interests, privileges, easements or appurtenances in, over, belonging or appertaining to that land or at the time of the assignment used, held, occupied or enjoyed with that land and things attached to the land or permanently fastened to anything attached to the land. (Amended 31 of 1988 s. 9)

(2) This section shall not operate to give to any person a better title than that assigned or any better title than that enjoyed by the assignor.

[cf. 1925 c. 20 s. 62 U.K.]

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Chapter:	219	Title:	CONVEYANCING AND PROPERTY ORDINANCE	Gazette Number:	
Section:	17	Heading:	Assignment passes whole estate	Version Date:	30/06/1997

Unless the contrary intention is expressed in the assignment, an assignment shall operate to assign all the estate, right and interest in the land assigned which the assignor has in that land and which he has the power to assign.

[cf. 1925 c. 20 s. 63 U.K.]

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Chapter:	219	Title:	CONVEYANCING AND PROPERTY ORDINANCE	Gazette Number:	
Section:	37	Heading:	Standard forms	Version Date:	30/06/1997

A deed, agreement or receipt in the appropriate form given in the Third Schedule shall, in regard to form and expression, be sufficient.

[cf. 1925 c. 20 s. 206 U.K.]

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Chapter:	219	Title:	CONVEYANCING AND PROPERTY ORDINANCE	Gazette Number:	
Section:	41	Heading:	Enforcement of covenants	Version Date:	30/06/1997

- (1) This section applies to an express covenant and a covenant implied by or under this Ordinance or any other law.
- (2) This section applies to any covenant, whether positive or restrictive in effect -

- (a) which relates to the land of the covenantor;
- (b) the burden of which is expressed or intended to run with the land of the covenantor; and
- (c) which is expressed and intended to benefit the land of the covenantee and his successors in title or persons deriving title to that land under or through him or them.

(3) Notwithstanding any rule of law or equity but subject to subsection (5), a covenant shall run with the land and, in addition to being enforceable between the parties, shall be enforceable against the occupiers of the land and the covenantor and his successors in title and persons deriving title under or through him or them by the covenantee and his successors in title and persons deriving title under or through him or them.

- (4) (a) For the purposes of the enforcement of a covenant, the following remedies shall be available-
- (i) proceedings for an injunction (including a mandatory injunction) or other equitable relief;
 - (ii) an action for money due under the covenant;
 - (iii) an action for damages (whether in respect of pecuniary or non-pecuniary kinds of damage).
- (b) For the purposes of ascertaining the existence, nature and effect of a covenant, a court of competent jurisdiction may make a declaration relating to those matters.

(5) A positive covenant shall not, by virtue only of this section, be enforceable against-

- (a) a lessee from the covenantor or from a successor in title of the covenantor or from any person deriving title under or through the covenantor or a successor in title of the covenantor; or
- (b) any person deriving title under or through such a lessee; or
- (c) any person merely because he is an occupier of land.

(6) A positive covenant is a covenant to expend money, do something or which is otherwise positive in nature.

(7) A covenant shall be enforceable under this section whether or not the covenant is between owners of the same land.

(8) A covenant shall not bind a person after he has ceased to have any estate or interest in the land affected by that covenant except in respect of a breach of that covenant committed by him before that cessation.

(9) A covenant in an instrument registered in the Land Registry under the Land Registration Ordinance (Cap 128) against the land affected by the covenant shall bind the successors in title of the covenantor and the persons deriving title under or through him or them whether or not they had notice of the covenant. (Amended 8 of 1993 s. 2)

(10) This section shall apply to covenants whether entered into before or after the commencement of the Conveyancing and Property (Amendment) Ordinance 1988 (31 of 1988).

(Replaced 31 of 1988 s. 14)

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Chapter:	219	Title:	CONVEYANCING AND PROPERTY ORDINANCE	Gazette Number:	29 of 1998 s. 105
Section:	42	Heading:	Saving of covenants, terms and conditions	Version Date:	01/07/1997

Remarks:

Amendments retroactively made - see 29 of 1998 s. 105

(1) Any instrument entered into and taking effect after an agreement for the Government lease of the land affected by the instrument but before the issue of the Government lease of that land shall have the same force and effect in relation to that land after the issue of that Government lease as it had immediately before that issue. (Amended 31 of 1988 s. 15)

(2) Where any instrument referred to in subsection (1) is registered under the Land Registration Ordinance (Cap 128), that registration shall continue in force after the issue of, and in relation to, the Government lease of the land affected by the instrument with effect from the date of registration; and the Land Registrar may make an entry directing attention to the provisions of this section in the Land Registry registers relating to any land affected by that instrument. (Amended 31 of 1988 s. 15; 8 of 1993 ss. 2 & 3)

(3) Where a Government lease expires and is either renewed or replaced by a new Government lease relating to the same land, any covenant relating to that land shall, unless the contrary intention is expressed, continue to have effect. (Amended 29 of 1998 s. 105)

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Chapter:	219	Title:	CONVEYANCING AND PROPERTY ORDINANCE	Gazette Number:	
Section:	56	Heading:	Discharge of mortgage by signed receipt	Version Date:	30/06/1997

(1) A receipt, written on or annexed to a mortgage deed, for all money secured by that mortgage, which is executed by the mortgagee or the person in whom the mortgage is vested and who is legally entitled to give a receipt for the mortgage money, shall operate, without any surrender or release as a discharge and, where applicable, reassignment of the mortgaged property from all principal money and interest secured by, and from all claims under, that mortgage, but without prejudice to any term or other interest which is paramount to the estate or interest of the mortgagee or other person in whom the mortgage is vested. (Amended L.N. 387 of 1987; 31 of 1988 s. 19)

(2) Upon performance of the terms of a mortgage, a mortgagor shall be entitled, at his cost and charge, to a receipt mentioned in subsection (1).

(3) In a receipt mentioned in subsection (1), there shall be implied, unless the contrary intention is expressed, a covenant by the person who executes the receipt that such person has not executed or done, or knowingly suffered, or been party or privy to, any deed or thing, whereby or by means whereof the mortgaged property or any part thereof is or may be impeached, charged, affected or incumbered in title, estate or otherwise.

(4) Where the mortgage is contained in more than one deed, a receipt may, for the purposes of this section, refer to all those deeds and be written on or annexed to one of those deeds.

(5) A receipt under this section need not be under seal.

(6) This section applies to the discharge of any mortgage by deed, whether that deed was executed before or after the commencement of this section, but only to discharges effected after the commencement of this section.

[cf. 1925 c. 20 s. 115 U.K.]

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Chapter:	219	Title:	CONVEYANCING AND PROPERTY ORDINANCE	Gazette Number:	29 of 1998 s. 105
Schedule:	2	Heading:	COVENANTS AND CONDITIONS WHICH MAY BE INCORPORATED BY REFERENCE	Version Date:	01/07/1997

Remarks:

Amendments retroactively made - see 29 of 1998 s. 105

[section 36]

PART A

(In an Agreement for Sale of a Residential, Commercial, Industrial
or Other Unit in a Completed Building)

1. RENTS, OUTGOINGS AND APPORTIONMENTS

The rents and profits shall be received and all outgoings shall be discharged by the vendor up to and inclusive of the actual day of completion, and as from but exclusive of that day all outgoings shall be discharged by the purchaser. All such rents, profits and outgoings shall, if necessary, be apportioned between the vendor and the purchaser and paid on completion.

2. INSURANCE

(1) As from the date of this agreement, the vendor shall hold in trust for the purchaser the benefit of any existing policy of insurance relating to the property.

(2) The vendor does not warrant that any or any adequate policy of insurance exists relating to the property or, if any such policy exists, that it will be renewed on expiration.

(3) The vendor shall, if required, and at the expense of the purchaser obtain or consent to an endorsement of notice of the purchaser's interest on the policy of insurance relating to the property and in such case the vendor (keeping such policy in force) may require the purchaser to pay on completion a proportionate part of the premium from the date of this agreement.

3. CONDITION OF PROPERTY

The purchaser purchases with full knowledge of the physical condition of the property and takes it as it stands.

4. EASEMENTS, RIGHTS AND LIABILITIES

(1) The vendor warrants that the property is not adversely affected by any easement, right, privilege or liability of which he is aware or could have ascertained on reasonable inquiry other than-

(a) those disclosed in this agreement; or

(b) those of which the purchaser is aware or could have ascertained on reasonable inspection of the property.

(2) Subject to subclause (1), the property shall be conveyed subject to all easements, rights, privileges and liabilities adversely or beneficially affecting it.

5. TENANCIES

(1) This condition applies if the property is sold subject to any tenancy and shall have effect notwithstanding any partial or incomplete reference in the agreement to any tenancy.

(2) Full particulars of all tenancies not vested in the purchaser having been furnished to him, the purchaser shall be deemed to purchase with full knowledge thereof and shall take the property subject to the rights of the tenants thereunder or by reason thereof.

(3) The vendor gives no warranty as to the amount of rent lawfully recoverable from any tenant, as to the effect of any legislation in relation to any tenancy or as to compliance with any legislation affecting the same.

(4) The vendor shall inform the purchaser of any change in the disclosed terms and conditions of any tenancy.

(5) If a tenancy subject to which the property is sold terminates for any reason, the vendor shall inform the purchaser and, on being indemnified by the purchaser against all consequential loss, expenditure or liability, shall act as the purchaser directs.

(6) Subclauses (4) and (5) shall not entitle the vendor to agree to, or permit, any change in the terms and conditions of any tenancy or its termination.

6. ERRORS, OMISSIONS AND MISSTATEMENTS

(1) No error, omission or misstatement herein or in any plan furnished or any statement made in the course of the negotiations leading to the contract shall annul the sale or entitle the purchaser to be discharged from the purchase.

(2) Any such error, omission or misstatement shown to be material shall entitle the purchaser to proper compensation, provided that the purchaser shall not in any event be entitled to compensation for matters falling within clause 3 or 5

(3) hereof.

(3) No immaterial error, omission or misstatement (including a mistake in any plan furnished for identification only) shall entitle either party to compensation.

(4) Subclause (1) shall not apply where compensation for any error, omission or misstatement shown to be material cannot be assessed nor enable either party to compel the other to accept or convey property differing substantially (in quantity, quality, tenure or otherwise) from the property agreed to be sold if the other party would be prejudiced by the difference.

(5) The Misrepresentation Ordinance (Cap 284) applies to this agreement.

7. REQUISITIONS

(1) Any requisition or objection in respect of the title shall be delivered in writing to the vendor's solicitors as soon as practicable after delivery of the title deeds and, in any event, not later than 14 days prior to the date of completion.

(2) If the purchaser shall make and insist on any objection or requisition either as to title or any matter appearing on the title deeds or otherwise which the vendor shall be unable or (on the grounds of difficulty, delay or expense or on any other reasonable ground) unwilling to remove or comply with, or if the title of the vendor shall be defective, the vendor shall notwithstanding any previous negotiation or litigation be at liberty to annul the sale in which case the purchaser shall be entitled to the return of the deposit but without costs or compensation and, if that return is made within 7 days, without interest.

8. DOCUMENTS OF TITLE

Such of the documents of title as relate exclusively to the property the subject of the agreement shall be delivered to the purchaser. All other documents of title in the possession of the vendor shall be retained by the vendor who shall, if so required on completion of the sale, give to the purchaser a covenant for safe custody thereof and for production and delivery of copies thereof, such covenant to be prepared by the purchaser.

9. GOOD TITLE

The vendor shall give good title to the property. The vendor shall prove his title to the property at the vendor's own expense and shall at the like expense make and furnish to the purchaser such copies of any deeds or documents of title, wills and matters of public record as may be necessary to prove such title. The costs of verifying the title by inspection and examination, including search fees, shall be borne by the purchaser who shall also, if the purchaser requires copies of any documents in the vendor's possession relating to other premises retained by the vendor as well

as to the property pay the cost of such copies.

(Amended 31 of 1988 s. 27)

10. FAILURE OF THE PURCHASER

If the purchaser shall fail to comply with any of the terms and conditions of the agreement the deposit money shall be absolutely forfeited as and for liquidated damages (and not as a penalty) to the vendor who may (without being obliged to tender an assignment to the purchaser) rescind the agreement and either retain the property the subject of the agreement or any part or parts thereof or resell the same, either as a whole or in lots, and either by public auction or by private contract, or partly by the one and partly by the other, and subject to such conditions and stipulations as to title or otherwise as the vendor may think fit. Any deficiency arising from such resale and all expenses attending the same or any attempted resale shall be made good and paid by the purchaser as and for liquidated damages, and any increase in price realized by any such resale shall belong to the vendor. This clause shall not preclude or be deemed to preclude the vendor from taking other steps or remedies to enforce the vendor's rights under the agreement or otherwise. On the exercise of the vendor's right of rescission under the agreement the vendor shall have the right, if the agreement shall have been registered in the Land Registry, to register at the Land Registry an instrument to rescind the sale of the property. This clause shall not prevent the vendor recovering, in addition to liquidated damages, damages representing interest paid or lost by him by reason of the purchaser's failure.

(Amended 8 of 1993 s. 2)

11. FAILURE OF THE VENDOR

In the event of the vendor failing to complete the sale in accordance with the terms of the agreement it shall not be necessary for the purchaser to tender an assignment to the vendor for execution before taking proceedings to enforce specific performance of the agreement or for damages for breach of the agreement.

12. PROPER ASSURANCE

Upon completion of the sale the vendor and all other necessary parties (if any) shall execute a proper assurance to the purchaser (or his nominee or sub-purchaser) in accordance with the agreement but otherwise free from incumbrances.

13. RECEIPT OF MONEY

(1) The vendor's solicitors are the vendor's agents for the purposes of the receipt of any money due under this agreement and any payment made under the agreement to the vendor's solicitors shall be a full and sufficient discharge of the purchaser's obligation in respect of that payment.

(2) Any revocation of the authority of the vendor's solicitors under this clause shall be effective only if it-

- (a) is in writing addressed to the purchaser;
- (b) is delivered to the purchaser care of his solicitors at least 7 days before completion; and
- (c) specifically identifies this agreement.

(Added 31 of 1988 s. 27)

PART B

(In an Equitable Mortgage of a Residential, Commercial, Industrial
or Other Unit in an Uncompleted Building)

(a) That the Government lease is good, valid and subsisting. (Amended 29 of 1998 s. 105)

(b) That the borrower shall pay all and every sum or sums of money (if any) and perform and observe the terms conditions and stipulations mentioned or contained in the agreement and on the part of the borrower to be paid performed and observed.

(c) That if default shall be made by the borrower in the performance and observance of the terms conditions and stipulations mentioned or contained in the agreement it shall be lawful for the lender to pay the said sum or sums of money and perform and observe the said terms conditions and stipulations and the borrower shall on demand repay to the lender all money expended by the lender for that purpose and that until such repayment the same shall be a charge upon the property as if the same had formed part of the loan and bear interest accordingly.

(d) That the borrower shall not without the prior consent in writing of the lender exercise any option or other right

conferred on the borrower under the agreement which would result in the security created by the equitable mortgage being nullified diminished impeached or otherwise affected.

(e) That when the borrower shall be entitled under the agreement to call for an assignment of the property the borrower shall at once notify that fact to the lender and at his own cost and expense (including stamp duty) procure the execution of such assignment to himself (and not to a nominee) and pending the execution of a legal charge thereof to the lender shall hold the legal estate in the property in trust for the lender and shall deposit the assignment forthwith with the lender.

(f) That upon performance of the agreement and execution of the assignment in favour of the borrower provided the security be still at that time subsisting the borrower shall at his own cost and expense (including stamp duty) execute and complete a legal charge of the property to secure the loan such legal charge to be in the form of legal charge prescribed in the Third Schedule to the Conveyancing and Property Ordinance 1984 and contain the covenants mentioned in Part C of the Second Schedule to that Ordinance or such other form and containing such other covenants as the lender shall have required.

(g) That the borrower shall not without the prior written consent of the lender at any time during the continuance of the equitable mortgage assign charge underlet or in any manner otherwise deal with or dispose of the property or any interest therein or the equity of redemption in respect thereof or enter into any agreement so to do.

PART C

(In a Legal Charge)

(a) That the borrower shall during the continuance of the legal charge pay the premium and other moneys (if any) and Government rent and perform and observe the covenants terms and conditions by and in the Government lease reserved and contained and shall pay the property tax (if any) rates charges outgoings and impositions from time to time assessed charged or imposed on or payable in respect of the property or any part thereof and shall at all times keep the lender indemnified therefrom and from and against all actions suits expenses and claims which may be incurred or sustained on account of the non-payment of the said premium or other moneys (if any) or Government rent property tax rates charges outgoings and impositions or any part thereof or the breach or non-performance or non-observance of the said covenants terms and conditions or any of them. (Amended 29 of 1998 s. 105)

(b) That moneys due under any covenant relating to the property have been paid and any other covenants, terms and conditions relating to the property have been duly observed and performed.

(c) That the borrower shall at all times during the continuance of the legal charge-

(i) keep and maintain the property in good and tenantable repair and condition to the satisfaction of the lender and Government;

(ii) comply with all Government or other legal requirements and notices whether statutory or otherwise in respect of the property;

(iii) allow the lender and his servants or agents to enter and view the state of repair of the property at all reasonable times without the lender by so doing only being deemed to have taken possession of the property; and

(iv) pay all moneys due from time to time under and observe and perform the covenants terms and conditions contained in the deed of mutual covenant (if any).

(d) That the borrower shall during the continuance of the legal charge insure and keep insured the property with some insurance company in Hong Kong to be first approved in writing by the lender against loss or damage from fire and such other risks as the lender shall think fit in the full insurable value thereof for the time being and if so required by the lender in the joint names of the borrower and the lender and duly and punctually pay all premiums and other moneys necessary for effecting and keeping up such insurance immediately upon the same becoming due and shall forthwith endorse over and deliver to the lender the policies and all current receipts for premium for the time being.

(e) That if the borrower shall make default in payment of the said premium and other moneys (if any) or the Government rent or any part thereof or in the performance or observance of the said covenants terms and conditions or any of them or in effecting such insurance or in paying the insurance premiums or in so repairing as aforesaid or in duly complying with all such requirements and notices as aforesaid or shall fail to endorse over and deliver such policies and receipts then and in such case and so often as the same shall happen it shall be lawful for the lender to pay such premium or other moneys (if any) or Government rent and so perform and observe such covenants terms and conditions effect such insurance or repairs pay such insurance premiums or comply with all such requirements and notices as aforesaid and the borrower shall forthwith repay to the lender on demand all moneys expended by the lender in so doing and until such repayment such moneys shall be a charge upon the property as if the same had formed part of the loan and bear interest accordingly. (Amended 29 of 1998 s. 105)

(f) That the borrower shall not without the prior written consent of the lender at any time during the continuance of the legal charge assign sub-divide charge underlet part with possession or in any manner otherwise deal with or dispose of the property or any part thereof or any interest therein or enter into any agreement or arrangement so to do.

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Schedule:	3	Heading:		Version Date:	01/07/1997

Remarks:

Amendments retroactively made - see 29 of 1998 s. 105

[section 37]

FORM 1

Assignment of a Lot or Section of a Lot or of a Residential, Commercial,
Industrial or Other Unit in a Completed Building

THIS ASSIGNMENT is made the day of 19

BETWEEN

(1)

("the Vendor") and

(2)

("the Purchaser").

In consideration of the sum of \$ paid by the Purchaser to the Vendor (receipt whereof is acknowledged) the Vendor as [] ASSIGNS to the Purchaser the land described in the Schedule hereto ("the Property") TO HOLD the same unto the Purchaser [as] for the residue of the term of years created by the Government lease referred to in the Schedule subject to the payment of the [apportioned] yearly Government rent reserved by and the covenants conditions and provisos contained in the Government lease [and subject to and with the benefit of the Deed of Mutual Covenant registered in the Land Registry by Memorial No.].

SCHEDULE

1. The Property-

- (a) Description and address:
- (b) Lot number, sections, undivided shares etc.:
- (c) Exceptions and reservations, etc.:
- (d) Easements and other appurtenant rights, if any:

2. The Government Lease-

- (a) Date:
- (b) Parties:
- (c) Term:
- (d) Lot number:

SIGNED SEALED AND DELIVERED etc.

L.S.

(Amended 31 of 1988 s. 28; 8 of 1993 s. 2; 29 of 1998 s. 105)

Agreement for Sale of a Residential, Commercial, Industrial
or Other Unit in a Completed Building

THIS AGREEMENT is made the day of 19
BETWEEN

(1)

("the Vendor") and

(2)

("the Purchaser").

1. The Vendor sells and the Purchaser purchases the land described in the Schedule hereto ("the Property") for the residue of the term of years created by the Government lease referred to in the Schedule.
2. The purchase price is the sum of \$.
3. A deposit of \$ shall be paid by the Purchaser to [the Vendor's solicitors, Messrs , as stakeholders] on the signing of this Agreement and the balance of the purchase price shall be paid on completion. The deposit shall be paid to the Vendor on completion.
4. Completion shall take place at the offices of the Vendor's solicitors at , or as they may direct, on the day of 19 .
5. [Vacant possession of the Property shall be given to the Purchaser on completion].
6. [Time shall in every respect be of the essence of this Agreement].
7. The Vendor shall assign the Property as [].
8. The title shall commence with the Government lease and [].
9. The Property is sold subject to and with the benefit of .
10. There are incorporated into this Agreement as if they were herein written the conditions respectively on the part of the Vendor and the Purchaser set out in Part A of the Second Schedule to the Conveyancing and Property Ordinance.
11. The stamp duty and land registration fees payable on the assignment made pursuant to this Agreement shall be borne by [].

SCHEDULE

1. The Property-

- (a) Description and address:
- (b) Lot number, sections, undivided shares etc.:
- (c) Exceptions and reservations etc.:
- (d) Easements and other appurtenant rights, if any:

2. The Government Lease-

- (a) Date:
- (b) Parties:
- (c) Term:
- (d) Lot number:

SIGNED etc.

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

[Messrs

FORM 3

Equitable Mortgage of a Residential, Commercial, Industrial
or Other Unit in an Uncompleted Building

THIS EQUITABLE MORTGAGE is made the day of 19
BETWEEN

(1)

("the Borrower") and

(2)

("the Lender").

(A) By an Agreement dated the day of 19 made between ("the Vendor") and the Borrower ("the Agreement") the Borrower purchased the land described in the Schedule hereto ("the Property") for the sum of \$ ("the Purchase Price") subject to the terms and conditions set out in the Agreement.

(B) Upon the issue of the [Occupation Permit] [Certificate of Compliance] relating to the Property by the [Building Authority] [Government] and upon payment of the balance of the Purchase Price the Borrower will be entitled to an assignment of the Property.

1. In consideration of \$ (the whole or any part whereof and any interest thereon remaining owing for the time being is hereinafter called "the Loan") paid by the Lender to the Borrower (the receipt whereof is acknowledged) the Borrower covenants with the Lender to repay the Loan on [demand] [a date being one month next after the date hereof] together with interest thereon from the date hereof day by day at the rate [of....] [from time to time notified by the Lender to the Borrower].

2. Notwithstanding Clause 1 the Borrower may repay and the Lender shall accept repayment of the Loan by equal monthly instalments of \$ [or such other sum as may be notified from time to time by the Lender to the Borrower].

3. In consideration of the Loan and as security for the repayment thereof the Borrower charges his interest in the Property and assigns his rights in the Agreement to the Lender by way of equitable mortgage.

4. The Borrower irrevocably appoints the Lender and any receiver or receivers appointed by the Lender by way of security jointly and each of them severally to be the attorney of the Borrower (with full power of substitution) and in the Borrower's name or otherwise and on his behalf and as his act and deed-

(a) to comply and require compliance in all respects with the Agreement;

(b) to accept the Assignment to the Borrower;

(c) to execute a legal charge of the Property in favour of the Lender such legal charge to be in such form and to contain such covenants and provisions as the Lender shall require; and

(d) to sign seal execute deliver perfect and do all other deeds instruments acts and things which may be required or which the Lender or any such receiver or receivers shall think fit for carrying out any obligation imposed on the Borrower hereunder or for carrying into effect any sale lease charge or dealing by the Lender or by any such receiver or receivers or for giving to the Lender the full benefit of this charge.

5. There are incorporated herein as if they were herein written the covenants on the part of the Borrower set out in Part B of the Second Schedule to the Conveyancing and Property Ordinance.

SCHEDULE

1. The Property-

(a) Description and address:

(b) Lot number, sections, undivided shares etc.:

(c) Exceptions and reservations, etc.:

(d) Easements and other appurtenant rights, if any:

2. The Government Lease-

- (a) Date:
- (b) Parties:
- (c) Term:
- (d) Lot number:

SIGNED SEALED AND DELIVERED etc.

L.S.
(Amended 31 of 1988 s. 28; 29 of 1998 s. 105)

FORM 4

Legal Charge

THIS LEGAL CHARGE is made the day of 19

BETWEEN

(1)

("the Borrower") and

(2)

("the Lender").

1. In consideration of \$ (the whole or any part whereof and any interest thereon remaining owing for the time being is hereinafter called "the Loan") paid by the Lender to the Borrower (the receipt whereof is acknowledged) the Borrower covenants with the Lender to repay the Loan on [demand] [a date being one month next after the date hereof] together with interest thereon from the date hereof day by day at the rate [of....] [from time to time notified by the Lender to the Borrower].

2. [Notwithstanding Clause 1 the Borrower may repay and the Lender shall accept repayment of the Loan by equal monthly instalments of \$ or such other sum as may be notified from time to time by the Lender to the Borrower].

3. In consideration of the Loan and as security for the repayment thereof the Borrower as beneficial owner charges the land described in the Schedule hereto ("the Property") to the Lender by way of legal charge subject to the covenants conditions and provisos contained in the Government lease [and subject to the Deed of Mutual Covenant registered in the Land Registry by Memorial No.].

4. The Borrower hereby irrevocably appoints the Lender and any receiver or receivers appointed by the Lender by way of security jointly and each of them severally to be the attorney of the Borrower (with full power of substitution) and in his name or otherwise and on his behalf and as his act and deed to sign seal execute deliver perfect and do all deeds instruments acts and things which may be required or which the Lender or any such receiver or receivers shall think fit for carrying out any obligation imposed on the Borrower hereunder or for carrying into effect any sale lease charge or dealing by the Lender or by any such receiver or receivers or for giving to the Lender the full benefit of this charge.

5. There are incorporated herein as if they were herein written the covenants on the part of the Borrower set out in Part C of the Second Schedule to the Conveyancing and Property Ordinance.

SCHEDULE

1. The Property-

- (a) Description and address:
- (b) Lot number, sections, undivided shares etc.:
- (c) Exceptions and reservations, etc.:
- (d) Easements and other appurtenant rights, if any:

2. The Government Lease-

- (a) Date:
- (b) Parties:
- (c) Term:

(d) Lot number:

SIGNED SEALED AND DELIVERED etc.

L.S.
(Amended 31 of 1988 s. 28; 8 of 1993 s. 2; 29 of 1998 s. 105)

FORM 5

Legal Charge to secure General Banking Facilities

THIS LEGAL CHARGE is made the day of 19
BETWEEN

(1)

("the Borrower") and

(2)

("the Lender").

1. In consideration of the provision of general banking facilities provided or to be provided by the Lender to the Borrower ("the Facility") the Borrower covenants to pay on demand to the Lender-

- (a) all present and future indebtedness of the Borrower to the Lender according to the Books of the Lender on any current or other account together with all bank charges thereon; and
- (b) all costs charges and expenses however incurred by the Lender or by any receiver or any delegate appointed by the Lender in relation to this Legal Charge on a full indemnity basis; and
- (c) all other liabilities of the Borrower to the Lender according to the Books of the Lender whether present future actual or contingent or as principal or guarantor and whether due alone or with any other person,

and interest on all of the foregoing in accordance with the provisions of Clause 3 hereof.

2. (a) The Borrower as beneficial owner charges the land described in the Schedule

hereto ("the Property") to the Lender by way of legal charge subject to the covenants conditions and provisos contained in the Government lease [and subject to the Deed of Mutual Covenant registered in the Land Registry by Memorial No.
] as security for the repayment of the Facility up to the extent of \$ and all interest thereon and for all costs charges and expenses due from the Borrower to the Lender.

(b) The charge created by this Clause shall be a continuing security and shall not be considered satisfied or discharged by any intermediate payment or satisfaction of the whole or any part of the Facility from time to time.

3. Interest shall be calculated and shall be paid in the following manner-

- (a) at such rate as may be notified from time to time by the Lender to the Borrower from the time any part of the Facility shall have been advanced until repayment thereof;
- (b) on the daily balance from time to time outstanding with monthly rests until full discharge; and
- (c) on the last business day of each month or on such date or dates as may be determined at the sole discretion of the Lender.

4. The Borrower irrevocably appoints the Lender and any receiver or receivers appointed by the Lender by way of security jointly and each one of them severally to be the attorney of the Borrower (with full power of substitution) and in his name or otherwise on his behalf and as his act and deed to sign seal execute deliver perfect and do all deeds and instruments acts and things which may be required or which the Lender or any such receiver or receivers shall think fit for carrying out any obligations imposed on the Borrower hereunder or for performing any sale lease charge or dealing by the Lender or by any such receiver or receivers or for giving to the Lender the full benefit of this security.

5. This Legal Charge is in addition to and shall not affect or be affected by any other security or guarantee which the Lender may now or at any time hold or take from the Borrower or from any other person in respect of the Facility.
6. There are incorporated herein as if they were herein written the covenants on the part of the Borrower set out in Part C of the Second Schedule to the Conveyancing and Property Ordinance.

SCHEDULE

1. The Property-

- (a) Description and address:
- (b) Lot number, sections, undivided shares etc.:
- (c) Exceptions and reservations, etc.:
- (d) Easements and other appurtenant rights, if any:

2. The Government Lease-

- (a) Date:
- (b) Parties:
- (c) Term:
- (d) Lot number:

SIGNED SEALED AND DELIVERED etc.

(L.S.)
(Amended 31 of 1988 s. 28; 8 of 1993 s. 2; 29 of 1998 s. 105)

FORM 6
Receipt on discharge of a Charge

The Lender acknowledges receipt of all money secured by the annexed/within written Charge.

Dated. [Signature]

or
[Seal]

**Reply to Assistant Legal Adviser's Letter of 5 September 2003 on Schedule 2
of the Land Titles Bill**

Item	Legislation Amended	Amendment Proposed	ALA's Observations	Administration's Response
37	Tramway Ordinance (Cap.107)	Definition of "owner" in Section 6(7) to include the owner or holder of the land and any mortgagee of such land under Land Titles Ordinance.	Whether descriptions of "owner or holder of the land" and "mortgagee of such land" are accurate under Land Titles Ordinance.	Modification will be made to include the owner of the land and any chargee of such land under Land Titles Ordinance
38	Estate Duty Ordinance (Cap.111)	(1) Amendment to section 18(2) to enable a notice of charge to be given by the Commissioner by registering an application under Land Titles Ordinance	(1) Under the new system, it is not an application that is registered but the relevant interest in land.	(1)We will amend the reference to a notice under the LTB to take account of the fact that the Commissioner can only lodge an application, not register it.
		(2) Amendment is made to section 18(3) to register a notice in writing of the estate duty charge under the Land Registration Ordinance or Land Titles Ordinance.	(2) To clarify why a notice of the charge needs to be registered but not the charge itself.	(2) The charge under section 18(1) is a statutory charge and is not created by an instrument. Only a notice in writing of the charge can be registered.

**Reply to Assistant Legal Adviser's Letter of 5 September 2003 on Schedule 2
of the Land Titles Bill**

Item	Legislation Amended	Amendment Proposed	ALA's Observations	Administration's Response
39	Inland Revenue Ordinance (Cap.112)	Section 56A(1) is amended to include joint owners or owners in common appearing from any instrument registered under the Land Registration Ordinance or Land Titles Ordinance to be answerable for doing all acts.	The proposed amendment seems to suggest that under the Land Titles Ordinance, the system of registration would still be that of deeds and instruments.	Modification will be made to include any of those persons appearing from the Title Register kept under the Land Titles Ordinance or any instrument registered under the Land Registration Ordinance to be joint owners or owners in common.
41	Stamp Duty Ordinance (Cap.117)	Section 15(3)(a) is amended to the effect that the Land Registrar can register an instrument under the Land Registration Ordinance or Land Titles Ordinance if it is stamped under section 5(1) or 13(2) or is an agreement for sale mentioned therein.	The proposed amendment appears to suggest that the new registration system will still be that of instruments.	Modification will be made to the effect that the Land Registrar can register an instrument under the Land Registration Ordinance or a matter under the Land Titles Ordinance, if the supporting instrument is stamped under Section 5(1) or 13(2) or is an agreement for sale mentioned therein.

**Reply to Assistant Legal Adviser's Letter of 5 September 2003 on Schedule 2
of the Land Titles Bill**

Item	Legislation Amended	Amendment Proposed	ALA's Observations	Administration's Response
51 and 52	Land Resumption Ordinance (Cap.124)	Sections 4A and 6(1)(a) are amended to include the owner and any person having an estate or an interest in such land under an instrument registered under the Land Registration Ordinance or Land Titles Ordinance.	It should be the relevant estate or interest registered under the new system.	Modification will be made to the effect that any person having an estate or an interest in such land under an instrument registered under the Land Registration Ordinance or entered in the Title Register under the Land Titles Ordinance.
53	Government Rent and Premium (Apportionment) Ordinance (Cap.125)	(1) The definition of "owner" in section 2 is amended to include a mortgagee under a mortgage registered under the Land Registration Ordinance or Land Titles Ordinance.	(1) The proposed amendment does not take account that only charges would be registrable under the Land Titles Ordinance.	(1) Modification will be made to include a mortgagee under a mortgage registered under the Land Registration Ordinance or a chargee of a charge registered under the Land Titles Ordinance.

**Reply to Assistant Legal Adviser's Letter of 5 September 2003 on Schedule 2
of the Land Titles Bill**

Item	Legislation Amended	Amendment Proposed	ALA's Observations	Administration's Response
		(2) The definitions of "relevant interest" and "section" in Section 2 are amended to include an instrument registered under the Land Registration Ordinance or the Land Titles Ordinance.	(2) The proposed amendment of an instrument registered under the Land Titles Ordinance is not accurate.	(2) Modification will be made to include an instrument registered under the Land Registration Ordinance or a matter registered under the Land Titles Ordinance.
62	Government Rights (Re-entry and Vesting Remedies) Ordinance (Cap.126)	In the definition of "owner" in section 2 is amended to include a mortgagee registered under Land Registration Ordinance or Land Titles Ordinance.	Only charges, and not mortgages would be registrable under the Land Titles Ordinance.	The definition will be modified to include a chargee of a charge which is registered under the Land Titles Ordinance and a mortgagee under a mortgage which is registered under the Land Registration Ordinance.
79	New Territories Leases (Extension) Ordinance (Cap.150)	Section 7(1) is amended to include an instrument registered under the Land Registration Ordinance or Land Titles Ordinance.	Under the new system, it should be the interest that would be registered.	Modification will be made to include an instrument registered under the Land Registration Ordinance or a matter entered in the Title Register under the Land Titles Ordinance.

**Reply to Assistant Legal Adviser's Letter of 5 September 2003 on Schedule 2
of the Land Titles Bill**

Item	Legislation Amended	Amendment Proposed	ALA's Observations	Administration's Response
81	New Territories (Renewable Government Leases) Ordinance (Cap.152)	Section 4(4)(a) is amended to any mortgage under the Land Registration Ordinance or the Land Titles Ordinance.	Only charges are referred to in the Land Titles Bill.	Modification will be made to "any charge registered under the Land Titles Ordinance".
83	Solicitors (General) Costs Rules (Cap.159 sub. leg.G)	Paragraphs 4 and 6 in Part III of the First Schedule are amended to include an instrument registered under the Land Registration Ordinance or the Land Titles Ordinance.	The new system is not registration of documents. Please consider to leave the matter to be dealt with by the Law Society as part of the implementation of the new system.	It is agreed that the Law Society would be responsible for amendment to the said rules.
	Conveyancing and Property Ordinance (Cap.219)		(1) To consider whether sections 4(1) & 8 should apply to registered land.	(1) Sections 4(1) and 8 would apply to registered land as they relate to the formality in disposal of legal estate and severance of joint tenancy.

**Reply to Assistant Legal Adviser's Letter of 5 September 2003 on Schedule 2
of the Land Titles Bill**

Item	Legislation Amended	Amendment Proposed	ALA's Observations	Administration's Response
		(2) Section 14(3)(c) is amended to include the entry of a note of compliance in the land register relating to the land kept under the Land Registration Ordinance on the Title Register kept under the Land Titles Ordinance.	(2) The amendment refers to land register kept under the Land Registration Ordinance. To clarify the meaning of "land register" as there is no such definition in the Land Registration Ordinance.	(2) The term "land register" will be amended to "register". The same reference is adopted in sections 21, 24 and 28 of the Land Registration Ordinance.
91 - 92		(3) Sections 16 and 17 are amended to the effect that the sections only take effect upon registration of the assignee as the owner of the land under the Land Titles Ordinance	(3) It would be preferable for a separate section to provide for transfers of registered land.	(3) The Administration will consider the proposed change.
			(4) To clarify whether sections 24 and 26 should apply to registered land.	(4) Sections 24 and 26 will apply to registered land.

**Reply to Assistant Legal Adviser's Letter of 5 September 2003 on Schedule 2
of the Land Titles Bill**

Item	Legislation Amended	Amendment Proposed	ALA's Observations	Administration's Response
			(5) It should be made clear that section 35 does not apply to a transfer of registered land. Only registration of title would imply the relevant covenants.	(5) The Administration will consider the proposed change.
			(6) To consider whether and how section 36 may apply under the title registration system.	(6) As the covenants and conditions will only be incorporated by reference, it is up to the parties' decision.
93		(7) Section 37 is amended to the effect that the Land Registrar's specified forms will prevail over the forms given in the Third Schedule.	(7) Since the form of conveyancing under the new system is yet to be decided, it seems premature to decide what forms are sufficient.	(7) The Land Registrar, in specifying the forms, will take into account the forms in the Third Schedule and whether they should be superseded under the new system. This amendment is considered appropriate.

**Reply to Assistant Legal Adviser's Letter of 5 September 2003 on Schedule 2
of the Land Titles Bill**

Item	Legislation Amended	Amendment Proposed	ALA's Observations	Administration's Response
95		(8) Section 42(2) is amended to provide also for registration of an instrument under the Land Titles Ordinance.	(8) To consider adding a separate provision to cover registered land.	(8) The Administration will consider the proposed change.
98		(9) Clause 10 in Part A, Second Schedule is amended to include removal of consent caution under Land Titles Ordinance.	(9) It seems premature to presume that the covenants and conditions in Part A would be applicable.	(9) The covenants and conditions in Second Schedule is only incorporated by reference. It is up to the parties' decision.
99		(10) The Third Schedule is amended to the effect that the relevant instrument can be referred to by registration under the Land Titles Ordinance.	(10) It seems premature to presume that the existing forms would be applicable.	(10) Please see reply at (7) above.

**Reply to Assistant Legal Adviser's Letter of 5 September 2003 on Schedule 2
of the Land Titles Bill**

Item	Legislation Amended	Amendment Proposed	ALA's Observations	Administration's Response
100	Land Transactions (Enemy Occupation) Ordinance (Cap.256)	The definition of "Land Registry registers" in section 2 is amended to mean the land register kept under the Land Registration Ordinance or the Title Register kept under the Land Titles Ordinance.	The new definition refers to "land register kept under the Land Registration Ordinance. There is no definition of "land register" in that Ordinance.	The term "land register" will be amended to "register". The same reference is adopted in sections 21, 24 & 28 of the Land Registration Ordinance.
103-104	Mass Transit Railway (Land Resumption and Related Provisions) Ordinance (Cap.276)	Sections 4(5) and 6(8) are amended to the "land register kept under the Land Registration Ordinance or Title Register under Land Titles Ordinance".	There is no definition of land register in the Land Registration Ordinance.	- ditto -
108	Registered Trustees Incorporation Ordinance (Cap.306)	Section 7 is amended to the "land register kept under the Land Registration Ordinance or the Title Register under the Land Titles Ordinance".	There is no definition of "land register" in the Land Registration Ordinance.	- ditto -

**Reply to Assistant Legal Adviser's Letter of 5 September 2003 on Schedule 2
of the Land Titles Bill**

Item	Legislation Amended	Amendment Proposed	ALA's Observations	Administration's Response
111	Rules of District Court (Cap.336 sub. leg H)	Order 47 r.7(4)(b) is amended to include the registration of a certificate under the Land Titles Ordinance.	This deviates from the principle of registration of interest under the new system. To consider a new paragraph to cover the new system.	The Administration will consider the proposed change.
114 and 116	Demolished Buildings (Re-development of Sites) Ordinance (Cap.337)	(1) Sections 3(2)(a) and 4(2)(b) are amended to provide service of notice on any person appearing from the land register kept under the Land Registration Ordinance or Title Register kept under Land Titles Ordinance to have interest in such property.	(1) There is no definition of land register in the Land Registration Ordinance.	(1) The term "land register" will be amended to "register". The same reference is adopted in sections 21, 24 & 28 of the Land Registration Ordinance.

**Reply to Assistant Legal Adviser's Letter of 5 September 2003 on Schedule 2
of the Land Titles Bill**

Item	Legislation Amended	Amendment Proposed	ALA's Observations	Administration's Response
		(2) Section 6(2) is amended to give notice to owner or any person appearing from the land register kept under the Land Registration Ordinance or Title Register kept under the Land Titles Ordinance.	(2) There is no definition of "land register" in the Land Registration Ordinance.	- ditto -
119	Building Management Ordinance (Cap.344)	(1) The definition of "owner" is amended to mean a person who appears from "the land register kept under the Land Registration Ordinance or the Title Register kept under the Land Titles Ordinance".	(1) There is no definition of "land register" in the Land Registration Ordinance.	- ditto -
		(2) Section 5(5)(c)(iii) is amended to refer to the share "in the land register kept under the Land Registration Ordinance or the Title Register kept under the Land Titles Ordinance".	(2) There is no definition of "land register" in the Land Registration Ordinance.	- ditto -

**Reply to Assistant Legal Adviser's Letter of 5 September 2003 on Schedule 2
of the Land Titles Bill**

Item	Legislation Amended	Amendment Proposed	ALA's Observations	Administration's Response
		(3) Paragraph 3(5)(a) in the Third Schedule is amended to include "any instrument registered under the Land Registration Ordinance or the Land Titles Ordinance".	(3) To consider a modification as it is the relevant estate or interest registered under the new system.	(3) The Administration will consider the proposed change.
125		(4) Paragraph 13(c)(iii) is amended to refer to that share in the "land register kept under the Land Registration Ordinance or the Title Register kept under the Land Titles Ordinance".	(4) There is no definition of "land register" in the Land Registration Ordinance.	(4) The term "land register" will be amended to "register". The same reference is adopted in sections 21, 24 & 28 of the Land Registration Ordinance.
134, 135, 136	Roads (Works, Use and Compensation) Ordinance (Cap.370)	Sections 13(5), 15(8) and 35 are amended to include "land register kept under the Land Registration Ordinance or the Title Register kept under the Land Titles Ordinance".	There is no definition of "land register" in the Land Registration Ordinance.	- ditto -

**Reply to Assistant Legal Adviser's Letter of 5 September 2003 on Schedule 2
of the Land Titles Bill**

Item	Legislation Amended	Amendment Proposed	ALA's Observations	Administration's Response
140 and 141	Sewage Tunnels (Statutory Easements) Ordinance (Cap.438)	Sections 4(2)(d) and 5(1) are amended to include an instrument registered under the "Land Registration Ordinance or the Land Titles Ordinance".	To consider modification as proposed amendment refers to instrument registered under the Land Titles Ordinance.	The Administration will consider the proposed change.
145 and 146	Land Drainage Ordinance (Cap.446)	Sections 37(7)(a) and 44 are amended to refer to "land register kept under the Land Registration Ordinance or the Title Register kept under the Land Titles Ordinance".	There is no definition of "land register" in the Land Registration Ordinance.	The term 'land register' will be modified to "register". The same reference is adopted in sections 21, 24 & 28 of the Land Registration Ordinance.
158, 159, 160	Railways Ordinance (Cap.519)	Sections 18(4), 20(8) & 40 are amended to refer to "land register kept under the Land Registration Ordinance or the Title Register kept under the Land Titles Ordinance".	There is no definition of "land register" in the Land Registration Ordinance.	- ditto -

**Reply to Assistant Legal Adviser's Letter of 5 September 2003 on Schedule 2
of the Land Titles Bill**

Item	Legislation Amended	Amendment Proposed	ALA's Observations	Administration's Response
167	Fire Safety (Buildings) Ordinance (Cap.572)	Sections 14(1) & (2) are amended to refer to "the land register kept under the Land Registration Ordinance or the Title Register kept under the Land Titles Ordinance.	There is no definition of "land register" in the Land Registration Ordinance.	- ditto -