

香港特別行政區政府

The Government of the Hong Kong Special Administrative Region



一手住宅物業銷售監管局

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Sales of First-hand Residential  
Properties Authority

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10 May 2017

(By email ([cpnien@legco.gov.hk](mailto:cpnien@legco.gov.hk))  
and By Post)

Mr Derek LO  
Clerk to Panel on Housing  
Council Business Division 1  
Legislative Council Secretariat  
Legislative Council Complex  
1 Legislative Council Road  
Central  
Hong Kong

Dear Mr Lo,

**Panel on Housing**

**Letter from Hon LEUNG Che-cheung on Issues Relating to Delays in  
Delivery of the Residential Development of Yuccie Square**

I refer to your letter of 25 April 2017.

I am pleased to provide in the attached Annex the Administration's  
bilingual written response to the captioned subject for your necessary action.

Yours faithfully,

A handwritten signature in blue ink, appearing to read 'Karen Lee'.

(Miss Karen LEE)

for Director,

Sales of First-hand Residential Properties Authority

Encl.

c.c. Secretary for Transport and Housing (Attn. : Miss I C LAM) – w/e

**Delays in Delivery of the Residential Development of Yuccie Square**

The Residential Properties (First-hand Sales) Ordinance (Cap. 621) (“the Ordinance”) aims to enhance the transparency and fairness of the sales of first-hand residential properties, strengthen consumer protection, and provide a level playing field for vendors of first-hand residential properties. The Ordinance sets out detailed requirements in relation to sales brochures, price lists, sales arrangements, register of transactions, show flats, viewing of completed residential properties, advertisements, and the mandatory provisions for the preliminary agreement for sale and purchase (“PASP”) and agreement for sale and purchase (“ASP”) for the sales of first-hand residential properties. It also provides for prohibitions against misrepresentation and the dissemination of false or misleading information.

For uncompleted developments and completed developments pending compliance, the Ordinance stipulates that the ASP must contain mandatory provisions, in which the estimated material date for the development as provided by the Authorized Person (“AP”) of the development must be set out, and the AP of the development may grant a reasonable extension of time for completion of the development after having regard to delays caused exclusively by any one or more of the following reasons :

- (a) strike or lock-out of workmen;
- (b) riots or civil commotion;
- (c) force majeure or Act of God;
- (d) fire or other accident beyond the Vendor’s control;
- (e) war; or
- (f) inclement weather.

The AP of a development may grant more than once an extension of time for completion of a development after having regard to delays caused by the prescribed reasons. However, the vendor shall within 14 days after the issue of any such extensions of time granted by the AP furnish the purchaser with a copy of the relevant certificate of extension.

According to the mandatory provisions of an ASP, if the vendor fails to complete the development by the estimated material date or any extended date granted by the AP (collectively as “the due date”), a purchaser is at liberty by notice in writing to the vendor to rescind the ASP. The vendor shall, within 7 days after the rescission, repay to the purchaser all amounts paid by the purchaser under the ASP with interest. If the purchaser does not rescind the ASP within 28 days after the due date, the purchaser is deemed to have elected to wait for completion of the development. In such event, the vendor shall pay to the purchaser interest on all amounts paid under the ASP from the date following the due date up to the date of completion of the development.

If the development is not completed within a period of six months from the due date, a purchaser is at liberty either to rescind the ASP in which event the provisions relating to repayment and interest apply, or to await the completion of the development in which event the provisions relating to the payment of interest apply.

The SRPA is not empowered under the Ordinance to grant vendors any extension of time for completion of developments. If purchasers take the view that the factor(s) contributing to the extension or the duration of extension granted is unreasonable, they may take appropriate action according to the provisions in the ASP.

Sales of First-hand Residential Properties Authority  
Transport and Housing Bureau  
10 May 2017



有關發展項目「世宙」賣方延遲完成發展項目

《一手住宅物業銷售條例》(第 621 章)(下稱「《條例》」)旨在提高一手住宅物業銷售的透明度及公平性；加強對消費者的保障；以及為一手住宅物業賣方提供公平的競爭環境。《條例》就銷售一手住宅物業時，對售樓說明書、價單、銷售安排、成交紀錄冊、示範單位、參觀現樓、廣告，以及臨時買賣合約和買賣合約須載有的強制條文等事宜，訂立詳細規定。同時亦禁止作出失實陳述和傳布虛假或具誤導性資料。

就未落成發展項目及尚待符合條件的已落成發展項目，《條例》規定買賣合約須載有強制條文，當中包括賣方須在買賣合約列出該發展項目的認可人士提供的該發展項目的預計關鍵日期；以及述明認可人士可經考慮以下一個或多於一個特定原因所導致的延遲，批予合理的延期以完成有關發展項目—

- (a) 工人罷工或封閉工地；
- (b) 暴動或內亂；
- (c) 不可抗力或天災；
- (d) 火警或其他賣方所不能控制的意外；
- (e) 戰爭；或
- (f) 惡劣天氣。

發展項目的認可人士可以多於一次經考慮特定的原因而批准合理延後完成發展項目。但賣方須於認可人士批准延後的 14 日內，向買家提供有關延期證明書的文本。

根據買賣合約的強制條文，如賣方於預計關鍵日期或獲認可人士批予延展的日期(以下統稱「到期日」)或之前未能完成有關發展項目，則買方可向賣方發出書面通知，撤銷合約。賣方須於合約撤銷後的 7 日內，將買方根據合約支付的所有款項，連同該等款項的利息，退還買方。如買方不在到期日後的 28 日內撤銷合約，買方即當作已選擇等待有關發展項目完成。在此情況下，賣方須向買方支付買方根據合約支付的所有款項的利息，利息由到期日翌日起計，直至有關發展項目完成的日期為止。如有關發展項目未能在到期日起計的 6 個月內完成，則買方可撤銷合約，而在該情況下，

關於退還付款及利息的條文適用；買方亦可等待有關發展項目完成，而在該情況下，關於支付利息的條文適用。

《條例》並沒有授權本局審批賣方延遲完成發展項目的權力。如買家認為賣方導致延遲的原因或獲允許批予延期的時間不合理，可依據買賣合約條文採取適當行動。

運輸及房屋局  
一手住宅物業銷售監管局  
2017年5月10日