



地政總署  
法律諮詢及田土轉易處  
**LANDS DEPARTMENT**  
LEGAL ADVISORY AND  
CONVEYANCING OFFICE

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本署檔號 Our Ref: LACO/HQ/127 V  
來函檔號 Your Ref:

我們矢志努力不懈，提供盡善盡美的土地行政服務。  
We strive to achieve excellence in land administration.

2 June 2010

Chartered Institute of Housing,  
CIH Asia Pacific,  
Rooms 2709-11,  
Shui On Centre,  
Nos. 6-8 Harbour Road,  
Wanchai,  
Hong Kong.

Dear Sirs,

**Legal Advisory and Conveyancing Office ("LACO")**  
**Circular Memorandum ("CM") No. 62**

**Lands Department Consent Scheme**  
**Measures to enhance transparency in property sales and transaction prices**  
**for sale of units in uncompleted private residential developments**

I enclose a copy of LACO Circular Memorandum No. 62 and shall be grateful if you would arrange for sufficient copies to be made and distributed to your members as soon as possible.

Yours faithfully,

(Ms Jane LEE)  
for Deputy Director/Legal  
LACO/HQ, Lands D.



地政總署  
法律諮詢及田土轉易處  
LEGAL ADVISORY AND CONVEYANCING OFFICE  
LANDS DEPARTMENT

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本署檔號 Our Ref.: LACO/HQ/127 V  
來函檔號 Your Ref.:

我們矢志努力不懈，提供盡善盡美的土地行政服務。  
We strive to achieve excellence in land administration.

香港北角渣華道三三三號北角政府合署二十樓  
20/F., NORTH POINT GOVERNMENT OFFICES  
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網址 Website : [www.landsd.gov.hk](http://www.landsd.gov.hk)

2 June 2010

**Legal Advisory and Conveyancing Office ("LACO")**  
**Circular Memorandum ("CM") No. 62**

**Lands Department Consent Scheme**  
**Measures to enhance transparency in property sales and transaction prices**  
**for sale of residential units in uncompleted private developments**

On 21 April 2010, the Financial Secretary announced that a number of enhancement measures would be implemented to strengthen the regulation of the sale of first-hand uncompleted private residential units to ensure transparency in property sales and transaction prices.

The enhancement measures, where appropriate, are implemented by way of the Consent Scheme. With immediate effect, the consent to sell uncompleted residential units to be issued will be subject to, among others, the following conditions: -

- (a) Not less than 7 calendar days prior to the commencement of sale, the developer must make available the sales brochure to the public and the agent(s).
- (b) Not less than 3 calendar days prior to the commencement of sale, the developer must make available the price list(s) of the residential units offered for sale to the public and the agent(s).
- (c) The sales brochure must comply with the requirements as set out in Annex I.
- (d) The price list must comply with the requirements as set out in Annex II.
- (e) The show flat(s) must comply with the requirements as set out in Annex III.
- (f) The advertisements (including promotional materials) in printed media must comply with the requirements as set out in Annex IV.
- (g) The developer must provide, for inspection by the prospective purchasers free of charge, information on the Agreements for Sale and Purchase within 5

working days after the signing of the relevant Preliminary Agreements for Sale and Purchase. The register providing such information must indicate, among others, the transactions which involve members of the Board of the developer and their immediate family members.

Conditions (a) and (b) above are not applicable to: -

- (i) any en bloc sale (as to which LACO's decision is final and conclusive and LACO's prior written acknowledgement is required) of all the residential units in a house development or of not less than all the residential units in one block or tower of a development to a single purchaser under one preliminary agreement for sale and purchase provided that the developer and the single purchaser must give an undertaking in the standard form at Annex V; and
- (ii) any sale of residential units by way of public auction or public tender.

With the permission of LACO referred to in LACO CM No. 48, the developer may commence promotional activities publicising the development to be put on sale prior to the issue of consent to sell. The show flat(s) set up and the advertisements (including promotional materials) printed pursuant to such permission must also comply with the requirements (where applicable) as set out in Annexes III and IV.

LACO CM No. 40 (as varied by subsequent LACO CM including LACO CM Nos. 40C, 48, 50 and 60) is hereby amended, as appropriate. Except as varied by this CM, all other terms of the Consent Scheme remain in full force and effect.

Copies of this CM and its Annexes and Appendices may be downloaded from the Lands Department website at [www.landso.gov.hk](http://www.landso.gov.hk).



(Ms Teresa Wong)  
Deputy Director/Legal  
for Director of Lands

To: All Solicitors

c.c. Transport and Housing Bureau  
The Real Estate Developers Association of Hong Kong  
Consumer Council  
Estate Agents Authority

Sales Brochure

The sales brochure must comply with the requirements set out in this Annex.

**A. General Requirements**

1. All information as required under the Lands Department Consent Scheme and the consent letter issued to the developer to enter into agreements for sale and purchase must be contained in one booklet entitled “sales brochure” (which Chinese translation should be “售樓說明書”). Any other booklet (e.g. promotional materials) made available to prospective purchasers must not be called “sales brochure” or “售樓說明書”.
2. The sales brochure must not contain any promotional material or artist impression picture or graphic, but may contain a one-page to-scale close-up picture showing the outer appearance or building elevation of the development endorsed by the authorized person registered with the Building Authority for the development (“Authorized Person”).
3. The sales brochure must begin with the information following the sequence as far as possible as set out in Appendix I before presenting other information.
4. The sales brochure must not contain any statement to the effect that the Agreement for Sale and Purchase or the Deed of Mutual Covenant or the Sub-Deed of Mutual Covenant (if any) or any other aspect of the development is subject to the Lands Department Consent Scheme or has been approved by the Director of Lands.
5. The sales brochure must state the date of its printing.
6. The sales brochure must be provided in both English and Chinese, with a statement in both English and Chinese that “where there is discrepancy in meaning between the English and Chinese versions, the English version shall prevail” “中英文版本如有歧義，以英文版本為準”.

**B. Information In the Sales Brochure**

The sales brochure must include at least the following information, which must be accurate at the time of printing the sales brochure:-

1. Basic Information of the Development

- (a) Description of the development, including but not limited to:-
- (i) the postal address of the development as confirmed with the Commissioner of Rating and Valuation;
  - (ii) (where the development comprises multi-storeyed building(s)) the total number of storeys of each tower in the development and the floor numbering of the development as set out in the approved form of Deed of Mutual Covenant or Sub-Deed of Mutual Covenant (if any) (collectively "DMC"), including any omitted floor numbering and refuge floors; and
  - (iii) (where the development comprises houses) the total number of houses and the house numbering of the development as set out in the DMC, including any omitted house numbering.
- (b) Information on the developer, authorized person, contractor, solicitors firm, mortgagee bank, financier, etc. including the names of:-
- (i) the developer, its parent or holding company;
  - (ii) the Authorized Person and the professional firm to which the Authorized Person belongs;
  - (iii) the main superstructure contractor for the development registered with the Building Authority;
  - (iv) the solicitors firm representing the developer in the sale of units in the development;
  - (v) the mortgagee bank (if any) financing the construction of the development under a building mortgage;
  - (vi) the bank which has given an undertaking to provide finance to complete the development (if any); and
  - (vii) the financier which had provided loans to finance the development (if

any),

and any personal or financial relationship of the Authorized Person and the partner of the solicitors firm with the developer, its parent or holding company and the main superstructure contractor.

[NOTE: If there are any subsequent changes to the persons or the relationships disclosed, amendments to the sales brochure must be made immediately and the Director of Lands must be informed of the changes within 3 working days.]

(c) Information on the anticipated completion date of the development.

2. Design of the Development and Property Management

(a) Information on the design of the development, including but not limited to whether there are any non-structural prefabricated external walls or curtain walls forming part of the enclosing walls and if so:-

(i) the range of thickness of the non-structural prefabricated external walls of each block and the total area of the non-structural prefabricated external walls of each unit; and

(ii) the range of thickness of the curtain walls of each block and the total area of the curtain walls of each unit.

(b) Information on the identity of the intended manager (if known).

3. Location Plan of the Development

Location Plan which must be at least 16cm long and 16cm wide with the font size of the related legends being at least 10, showing:-

(a) the location of the development and the names of the nearby streets; and

(b) the communal facilities and prominent environmental features within 250m from the boundary of the whole development (but not individual phases of the development), including but not limited to the communal facilities/environmental features set out in the list at Appendix II;

and all pictorial presentations must be drawn to scale.

4. Relevant Outline Zoning Plan

Relevant Outline Zoning Plan which must be at least 16cm long and 16cm wide with the font size of the related legends being at least 10, showing the existing and proposed uses of land within 500m from the whole development (but not individual phases of the development).

[NOTE: Sufficient copies of the relevant Outline Zoning Plan must be deposited in the sale office(s) for inspection by prospective purchasers free of charge.]

5. Master Layout Plan of the Development

Master Layout Plan which must be drawn to scale (with the scale used marked on the plan), showing the location and layouts of the building(s), open areas, facilities and undeveloped land (with the intended use) within the boundary of the development and setting out the expected completion date of the building(s) and facilities.

6. Floor Plans

Floor Plans of typical and non-typical floors (with the scale used marked on the plans), showing all principal external dimensions of the residential units, the external dimensions of individual compartments in each residential unit and the floor-to-floor height of the residential units in accordance with the latest building plan(s) approved by the Building Authority, with a note informing prospective purchasers that the internal areas of the residential units on the upper floors will generally be slightly larger than the lower floors due to the reducing thickness of the structural walls on the upper floors. If there are special fittings/features affecting the enjoyment of a residential unit (e.g. exposed pipes), the location of such special fittings/features must be specified.

[NOTE: Sufficient copies of the building plans approved by the Building Authority must be deposited in the sales office(s) for inspection by prospective purchasers free of charge.]

7. Area Schedule of Units

Information on the saleable area, unit covered area, gross floor area and other

areas of each unit in the format at Appendix III(A) or Appendix III(B).

8. Floor Plan of the Carpark

- (a) Floor Plan(s) showing the location of the parking spaces (if any).
- (b) Information on the number, dimensions and area of the parking space (if any).

9. Salient Points of Deed of Mutual Covenant (DMC)

Salient points of the DMC including:-

- (a) common parts;
- (b) undivided shares;
- (c) terms of appointment of manager;
- (d) principle/basis of fixing management fee;
- (e) apportionment of management expenses;
- (f) management fee deposit;
- (g) retained areas (if any),

with a note informing prospective purchasers that a full script of the DMC is available for inspection upon request, free of charge.

[NOTE: Sufficient copies of the DMC must be deposited in the sales office(s) for inspection by prospective purchasers free of charge.]

10. Salient Points of Land Grant Conditions

Salient points of the relevant land grant (“Land Grant Conditions”), including:-

- (a) lot number;
- (b) lease term;



- (c) user restriction;
- (d) Government, institutional or community facilities (“GIC” facilities”), public open space and public facilities to be constructed;
- (e) obligations to construct or maintain structures or landscape inside or outside the boundary of the development;
- (f) onerous lease conditions (if any) which would affect purchasers’ usual legal rights.

[NOTE: Sufficient copies of the Land Grant Conditions must be deposited in the sales office(s) for inspection by prospective purchasers free of charge.]

11. Government, Institutional or Community Facilities, Public Open Space and Public Facilities

- (a) Information in a separate section, in larger prints, on the GIC facilities, public open space and public facilities (if any), including:-
  - (i) the area (in figures) of the public open space;
  - (ii) a description of the GIC facilities and the public facilities.
- (b) Prominent statements illustrating the fact (as the case may be):-
  - (i) that the public have the right to enter into and use the public open space and the public facilities freely and without payment of any nature;
  - (ii) that the public open space and the public facilities are to be managed, operated and maintained at the expense of the owners and that the owners will have to meet a proportion of the expense of managing, operating and maintaining such public open space and public facilities in any management expenses apportioned to their units.
- (c) Plan(s) showing the location of all GIC facilities, public open space and (if possible) public facilities, which must be coloured or shaded in the same colour, format or pattern (if applicable) as stipulated in the Land Grant

Conditions.

- (d) Relevant terms of the Land Grant Conditions, the DMC and the Deed of Dedication (if applicable) concerning the GIC facilities, the public open space and the public facilities.

12. Matters relating to Preliminary Agreement for Sale and Purchase

Information concerning the preliminary agreements for sale and purchase, including prominent statements that:-

- (a) the preliminary deposit paid by purchasers on the signing of Preliminary Agreements for Sale and Purchase will be cashed and the proceeds held by the stakeholders;
- (b) if any person who signed a Preliminary Agreement for Sale and Purchase does not, for any reason, sign the Agreement for Sale and Purchase (“ASP”), the developer has the right to keep the preliminary deposit which is an amount of 5% of the purchase price of the unit concerned.

13. Notes to Purchasers of First-hand Residential Properties

Full script of the most updated version of the “Notes to Purchasers of First-hand Residential Properties” jointly published by the Estate Agents Authority and the Consumer Council.

14. Warning to Purchasers

“Warning to Purchasers” notice prescribed in Forms A1 and A2 (both for Consent Scheme) contained in Practice Direction 12 of Chapter 24 Section A of The Hong Kong Solicitors’ Guide to Professional Conduct (Volume 2) issued by The Law Society of Hong Kong.

15. Definitions of “Saleable Area” and “Other Areas”

Definitions of “Saleable Area” (which Chinese translation must be “實用面積”) and “Other Areas” (both as defined in Appendix IV).

16. Fittings and Finishes

Description of fittings and finishes as set out in the recommended list at Appendix V.

17. Cancellation Agreement

Prominent statement that in the event of the developer, at the request of the purchaser, agreeing (at his own discretion) to cancel the ASP or the obligations of the purchaser thereunder, the developer will keep the sum of 5% of the total purchase price of the residential unit (and any parking space) in addition to payment by the purchaser of all legal costs, charges or disbursements (including stamp duty, if any) in connection with the cancellation of the sale and purchase.

18. Government Rent

Note to purchasers that the developer will pay/has paid all outstanding Government rent in respect of the lot from the date of the Land Grant Conditions up to and including the date of the respective assignments.

19. Miscellaneous Payments upon Delivery of Unit

Prominent statement on purchasers' obligation to pay debris removal fee and to reimburse the developer for water/electricity/gas deposit, even though the exact amount is unknown.

20. Defects Liability Warranty Period

Information on the duration of the defects liability warranty period in respect of which the developer must remedy all defects to the unit and the fittings and finishes in accordance with the approved form of ASP.

21. Maintenance of Slopes

If the Land Grant Conditions require the owners to maintain at their expense any slopes within and/or outside the lot:-

- (a) note to prospective purchasers informing them of the requirement and that under the DMC the manager is to be given full authority by all the owners to carry out the necessary slope maintenance works in accordance with all guidelines issued from time to time by the appropriate government department and each owner will be obliged to make contributions towards

the costs of such works;

- (b) plan showing the slopes and any retaining walls or other related structures already constructed or to be constructed within and/or outside the lot;
- (c) information on the undertakings (if any) of the developer to carry out any work on any slopes, etc.

22. Modification

Where a modification of the Land Grant Conditions is underway, information on the nature of the modification and the specific lease condition(s) to be modified.

23. Notice as to Changes

Warning note that the overall development scheme of the development site and the surrounding areas and environment are subject to change or modification.

24. Service Agreements

Information on all important service agreements concerning the respective units which the developer has entered into with the respective service providers prior to delivery of the units, including telecommunication services.

25. Purchasers' Right of Access to Information

Prominent statement that purchasers must have a right of access to information on the total construction costs and total professional fees required to complete the development as well as the total construction costs and total professional fees expended and paid as at the end of the preceding calendar month and that purchasers must be provided with a written copy of the aforesaid updated information upon requests from purchasers who have signed the ASP subject to the payment of a nominal fee of not more than HK\$100.00 per request.

26. Website Address

Information on the address of the website containing the electronic copies of the sales brochure, the price list(s) and the register of ASPs maintained by the developer.

27. Contact Details of The Law Society of Hong Kong

Information on the enquiry telephone number and the website address of The Law Society of Hong Kong to facilitate prospective purchasers to obtain easy access to the details of solicitors firms available to them.

28. Footnotes on Abbreviations

Footnotes as the key to the various abbreviations used in the Outline Zoning Plan printed in the sales brochure.

**Sequence of  
Information in First Part of Sales Brochure**

1. Basic Information of the Development (發展項目基本資料)
2. Design of the Development and Property Management (物業設計及管理)
3. Location Plan of the Development (物業位置圖)
4. Relevant Outline Zoning Plan (當區分區計劃大綱圖)
5. Master Layout Plan of the Development (物業整體規劃圖)
6. Floor Plans (樓層平面圖)
7. Area Schedule of Units (單位面積表)
8. Floor Plan of the Carpark (停車場平面圖)
9. Salient Points of Deed of Mutual Covenant (大廈公共契約重要條款)
10. Salient Points of Land Grant Conditions (政府租契重要條款)
11. Government, Institutional or Community Facilities, Public Open Space and Public Facilities (政府、機構或社區設施、公共空間及公共設施)
12. Matters relating to Preliminary Agreement for Sale and Purchase (有關臨時買賣合約事宜)
13. Notes to Purchasers of First-hand Residential Properties (一手住宅物業買家須知)

[NOTE: Other information, including the one-page to-scale close-up picture (if any) showing the outer appearance/building elevation of the development endorsed by the authorized person registered with the Building Authority for the development, shall be presented in the remaining parts of the sales brochure, and headings should be provided.]

## Appendix II

### List of Communal Facilities/Environmental Features

The Location Plan must show clearly and identify all free standing and purpose-built facilities/features, including but not limited to:-

1.	Crematorium/columbarium	火葬場 / 靈灰安置所
2.	Mortuaries	殮房
3.	Slaughterhouses	屠房
4.	Bus/railway depots	巴士廠 / 鐵路車廠
5.	Ventilation shafts (MTR)	通風井 (香港鐵路)
6.	Libraries/museums	圖書館 / 博物館
7.	Barracks	軍營
8.	Cargo working area	貨物裝卸區
9.	Petrol/LPG filling stations	加油站 / 石油氣加氣站
10.	Oil depots/aviation and marine fuel depots	油庫 / 航空及船舶燃油庫
11.	Sewage treatment works and facilities	污水處理廠及設施
12.	Landfill or ex-landfill	堆填區或前堆填區
13.	Landfill gas flaring plants	堆填區廢氣燃燒裝置
14.	Power plants and electricity sub-stations	發電廠及電力變壓站
15.	Pylons (high voltage power line)	塔架 (高壓電纜)
16.	Correctional institutions/prisons	懲教所/監獄
17.	Addiction treatment centres	戒毒中心
18.	Helicopter landing pad	直昇機坪
19.	Clinics	診所
20.	Fire stations/ambulance depots	消防局 / 救護站
21.	Funeral parlours/cemeteries	殯儀館 / 墳場
22.	Judicial facilities (e.g. courts and magistracies)	司法機構 (如法院及裁判法院)
23.	Refuse collection points	垃圾收集站
24.	Hospitals	醫院
25.	Markets (e.g. wet market and wholesale market)	市場 (如街市及批發市場)
26.	Police stations	警署
27.	Public carparks/lorry parks	公眾停車場 / 貨車停泊處
28.	Public conveniences	公廁
29.	Public transport terminus and rail stations	公共交通總站及鐵路站
30.	Public utility installations	公共事業設施
31.	Religious institutions (e.g. church, temple and Tsz Tong)	宗教機構 (如教堂、廟宇及祠堂)
32.	Schools (e.g. kindergartens, primary schools, secondary schools and vocational training schools)	學校 (如幼稚園、小學、中學及職業訓練學校)
33.	Social welfare facilities (e.g. elderly centres and homes for mentally disabled)	社會福利設施 (如長者中心及智障院舍)

34.	Sports facilities/sports grounds	體育設施 / 運動場
35.	Public park	公園
36.	Swimming pool	泳池



**Appendix III(A)**

**Template for Area Schedule in Sales Brochure**

樓盤名稱 Name of Development, 期數(如有) Phase (if any), 地區 Location

座數 Tower	樓層 Floor	單位 Unit	實用面積 (包括露台及工作平台) Saleable Area (including balcony and utility platform) (sq.ft.)	另		單位有蓋面積 (平方呎) Unit Covered Area (sq.ft.)	單位所分攤的 公用地方面積 (平方呎) Apportioned Share of Common Area (sq.ft.)	建築面積 (平方呎) Gross Floor Area (sq.ft.)	其他面積 (平方呎) Other Areas (sq.ft.) (其他如天台、 平台、花園、閣樓、天井、 大陽台、停車位等(須分別列出) Other items such as roof, flat roof, garden, cockloft, yard, terrace, car parking space (must be listed separately)	冷氣機平台 (平方呎) Air-conditioning platform (sq.ft.)
				窗台 Bay window	冷氣機房 Air- conditioning plant room					
5		A	581 (露台:22)(工作平台:16)	12	12	605	153	758		
		B								
		C								
		D								
		E								
	1	A	581 (露台:22)(工作平台:16)	12	12	605	153	758		
		B								
		C								
		D								
		E								
	2	A	581 (露台:22)(工作平台:16)	12	12	605	153	758		
		B								
		C								
		D								
		E								

- 實用面積包括露台及工作平台面積，但不包括其他面積或冷氣機平台面積。  
Saleable Area includes areas of balcony and utility platform but does not include Other Areas or area of air-conditioning platform.
- 單位有蓋面積包括實用面積及窗台及冷氣機房面積。  
Unit Covered Area includes the Saleable Area and areas of bay window and air-conditioning plant room.
- 單位所分攤的公用地方面積包括住宅之各樓層之電梯大堂、電梯槽、機電房、垃圾房、會所面積等等（如有把面積計算在內）。  
Apportioned Share of Common Area includes lift lobbies, lift shafts, electrical meter rooms, refuse room, clubhouse area etc (if such area is included in the calculation of Apportioned Share of Common Area of the unit).
- 建築面積包括單位有蓋面積及單位所分攤的公用地方面積。  
Gross Floor Area includes the Unit Covered Area and the Apportioned Share of Common Area of the unit.

(Figures shown in the template are for illustration only.)

**Template for Area Schedule in Sales Brochure**

樓盤名稱 Name of Development, 期數 (如有) Phase (if any), 地區 Location

單位 (Unit)		A	B	C
實用面積 (包括露台及工作平台) (平方呎) Saleable Area (including balcony and utility platform) (sq.ft.)		905 (露台 : 22) (工作平台 : 12)	755 (露台 : 22) (工作平台 : 12)	605 (露台 : 22) (工作平台 : 12)
另	窗台 Bay window	40	30	20
	冷氣機房 Air-conditioning plant room	15	15	15
單位有蓋面積 (平方呎) Unit Covered Area (sq.ft.)		960	800	640
單位所分攤的公用地方面積 (平方呎) Apportioned Share of Common Area (sq.ft.)		240	200	160
建築面積 (平方呎) Gross Floor Area (sq.ft.)		1200	1000	800
其他面積 (平方呎) Other Areas (sq.ft.) (其他如天台、平台、花園、閣樓、天井、大陽台、停車位等(須分別列出) Other items such as roof, flat roof, garden, cockloft, yard, terrace, car parking space (must be listed separately)				
冷氣機平台 (平方呎) Air-conditioning platform (sq.ft.)				

- 實用面積包括露台及工作平台面積，但不包括其他面積或冷氣機平台面積。  
Saleable Area includes areas of balcony and utility platform but does not include Other Areas or area of air-conditioning platform.
- 單位有蓋面積包括實用面積及窗台及冷氣機房面積。  
Unit Covered Area includes the Saleable Area and areas of bay window and air-conditioning plant room.
- 單位所分攤的公用地方面積包括住宅之各樓層之電梯大堂、電梯槽、機電房、垃圾房、會所面積等等 (如有把面積計算在內)。  
Apportioned Share of Common Area includes lift lobbies, lift shafts, electrical meter rooms, refuse room, clubhouse area etc (if such area is included in the calculation of Apportioned Share of Common Area of the unit).
- 建築面積包括有蓋面積及單位所分攤的公用地方面積。  
Gross Floor Area includes the Unit Covered Area and the Apportioned Share of Common Area of the unit.

(Figures shown in the template are for illustration only.)

**Definition of "Saleable Area":**

the floor area of a unit enclosed by walls (inclusive of the floor area of any balconies, utility platforms and verandahs but exclusive of the Other Areas), which area (including any balcony, utility platform or verandah enclosed by walls) shall be measured from the exterior of the enclosing walls of such unit, balconies, utility platforms or verandahs (as the case may be) except where such enclosing walls separate two adjoining units, balconies, utility platforms or verandahs (as the case may be), in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, balconies, utility platforms or verandahs (as the case may be); but shall exclude the common parts outside the enclosing walls of such unit, balconies, utility platforms or verandahs (as the case may be), and for balconies, utility platforms or verandahs, shall exclude the whole thickness of the enclosing walls or boundary which abut onto the unit Provided That if any of the enclosing walls abut onto a common area, then the whole thickness of the enclosing walls which so abut shall be included. Where a balcony, utility platform or verandah is not enclosed by a solid wall, the floor area of such balcony, utility platform or verandah shall be measured from the external boundary of the said balcony, utility platform or verandah.

**Definition of "Other Areas":**

the area of any cockloft which shall be measured from the interior of the enclosing walls and shall include the internal partitions and columns within such cockloft;

the area of any bay window which shall be measured from the exterior of the enclosing walls or glass windows of such bay window and from the point where the bay window meets the wall dropping to the floor level of a unit excluding the thickness of such wall;

the area of any carparking space which shall be measured to the centre of its demarcating lines or the interior face of its enclosing walls, as the case may be;

the area of any yard, terrace, garden, flat roof, roof and air-conditioning plant room which shall be measured from the interior of their boundary lines, and where boundary consists of a wall, then it shall be measured from the interior of such wall.

**Recommended List of  
Fittings and Finishes**

**EXTERIOR**

External Walls

The type of external finishes

Windows

The material of the frames and glass

Bay Windows

The material and windowsill finishes of the bay windows

Planter

The type of finishes of the planters

Verandah/Balcony

The type of finishes and whether the verandah/balcony is covered or not

Drying Facilities for Clothing

The type and material of the drying facilities for clothing

**INTERIOR FINISHES**

Lobbies

The type of wall, floor and ceiling finishes in the lobbies

Internal Walls and Ceilings

The type of bedroom and living/dining room wall and ceiling finishes

Floors

The material of the floor and skirting of the bedrooms and the living/dining rooms

Bathroom

The type of wall, floor, and ceiling finishes and whether the wall finishes run up to the ceiling

Kitchen

The type of wall, floor, ceiling, and cooking bench finishes and whether the wall finishes run up to the ceiling

## **INTERIOR FITTINGS**

### Doors

The material, finishes and accessories of the doors (especially the entrance door to each individual unit)

### Bathroom

The type and material of the fittings and equipment in the bathroom; the water supply system; bathing facilities i.e. shower or bath tub and size of bath tub if applicable

### Kitchen

The material of the sink unit; the water supply system; the material and finishes of the kitchen cabinets; the type of all other fittings and equipment in the kitchen

### Bedroom

The type and material of all the fittings (such as wardrobes) in the bedroom

### Telephone and Aerials

The locations and number of such utilities

### Electricity

Details of the fittings including safety devices, concealed or exposed conduits, the location and number of power points, sockets, air-conditioner points etc.

### Gas/Electricity Supply

The type, system and location of the gas/electricity supply

### Washing Machine Connection Point

The location and design of the washing machine connection point

### Water Supply and Pipes

The material of the water pipes, whether they are concealed or exposed and whether hot water is available etc.

## **SECURITY FACILITIES**

A description of security services including details of all built-in provisions and their locations

## **MISCELLANEOUS**

### Lifts

The country of origin/brand name of the lifts and whether the lifts serve all floors

### Letter Box

The letter box material

Refuse Collection

The means of refuse collection, location of refuse room etc.

Water/Electricity/Gas Meters

The location of the meters and whether there are separate or communal meters of individual apartments

Note:

If the country of origin/brand name is mentioned, the developer must undertake that materials of comparable quality will be used if the intended source becomes unavailable.

Price List

The price list must comply with the following requirements: -

1. For a development with 30 units or less, all units must be included in a single price list.
2. For a development with more than 30 units but less than 100 units, the minimum number of units to be included in the first price list of each batch of units put up for sale must be at least 30 units in the relevant batch.
3. For a development with 100 units or more, the minimum number of units to be included in the first price list of each batch of units put up for sale must be at least 50 units or 50% of the total number of units in the relevant batch, whichever is the higher.
4. The price list must be in the format prescribed in the Appendix to this Annex and in particular: -
  - (i) must contain information on the total number of units in a development put up for sale in the respective batch and must state to which batch the price list relates;
  - (ii) must contain a prominent statement as to the right of the developer to keep the preliminary deposit if any purchaser who signed a Preliminary Agreement for Sale and Purchase does not, for any reason, sign the Agreement for Sale and Purchase;
  - (iii) must contain information on the purchase procedure, payment terms (including details of all promotional and preferential schemes), responsibility for legal fees, administration charges for execution of any documents, instalment payment method and interest rates in case of restricted choice of mortgage.

For the purpose of this Annex, “development” means the whole of a development or (as the case may be) a phase of a development which is the subject of consent issued to the developer to enter into agreements for sale and purchase, and “units” in paragraphs 1 to 3 means residential units excluding houses and in paragraph 4 means residential units



including houses.

Appendix

Template for Price List

樓盤名稱 Name of Development, 期數(如有) Phase (if any), 地區 Location

座數 Tower Floor	樓層 Unit	實用面積 (包括露台及 工作平台) Saleable Area (including balcony and utility platform) (sq.ft.)	實用面積 呎價 (元, 每平方呎) Unit Rate of Saleable Area (\$ per sq.ft.)	另		單位 有蓋面積 (平方呎) Unit Covered Area (sq.ft.)	單位所分攤的 公用地方面積 (平方呎) Apportioned Share of Common Area (sq.ft.)	其他面積 (平方呎) Other Areas (sq.ft.) 其他如天台、平台、花園、閣 樓、天井、大陽台、停車位等(須 分別列出) Other items such as roof, flat roof, garden, cockloft, yard, terrace, car parking space (must be listed separately)	冷氣機 平台 (平方呎) Air- conditioning platform (sq.ft.)	建築面積 (平方呎) Gross Floor Area (sq.ft.)	建築面積 呎價 (元, 每平方呎) Unit Rate of Gross Floor Area (\$ per sq.ft.)	訂價 (元) Price (\$)	
				窗台 Bay window	冷氣機房 Air- conditioning plant room								
5	1	A	581 (露台 : 22) (工作平台 : 16)		12	12	153			758			
		B											
		C											
		D											
		E											
	2	A	581 (露台 : 22) (工作平台 : 16)		12	12	153			758			
		B											
		C											
		D											
		E											

- 準買家請參閱發展商所提供售樓書內有關上述資料之詳情。  
Prospective purchasers please refer to the sales brochure provided by the developer for further details of the above information.
- ..... (法律諮詢及田土轉易通函編號 62 附件 II 規定的其他所需資料)  
..... (Other required information prescribed in Annex II to LACO CM No. 62)
- 本價目表 / 付款辦法 / 有關之優惠隨時調整，恕不另行通知。  
All prices, payment terms and contents of this price list are for information only and are subject to change without prior notice.

制表日期 Date of Printing: \_\_\_/\_\_\_/\_\_\_

附註詳見後頁  
See Remarks overleaf

附註 (Remarks):

1. 實用面積包括露台及工作平台面積，但不包括其他面積或冷氣機平台面積。  
Saleable Area includes areas of balcony and utility platform but does not include Other Areas or area of air-conditioning platform.
2. 單位有蓋面積包括實用面積及窗台及冷氣機房面積。  
Unit Covered Area includes the Saleable Area and areas of bay window and air-conditioning plant room.
3. 建築面積包括單位有蓋面積及單位所分攤的公用地方面積。  
Gross Floor Area includes the Unit Covered Area and the Apportioned Share of Common Area of the unit.
4. 單位所分攤的公用地方面積包括住宅之各樓層之電梯大堂、電梯槽、機電房、垃圾房、會所面積等等（如有把面積計算在內）。  
Apportioned Share of Common Area includes lift lobbies, lift shafts, electrical meter rooms, refuse room, clubhouse area etc. (if such area is included in the calculation of Apportioned Share of Common Area of the unit).
5. 單位樓面至樓面高度：（指該樓層之石屎地台面與上一層石屎地台面之高度距離）。  
Floor-to-floor height: (refer to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor).
6. 層數較高單位由於結構牆較低層單位稍薄，因而室內空間或會稍為增多。  
The internal space of units on the upper floors may be slightly larger than those of the same type on the lower floors due to reduced thickness of structural walls on those upper floors.
7. 詳細之訂正圖則以政府有關部門最後批准之圖則為準。  
All plans are subject to final approval by the relevant Government Authorities.
8. 有關之建築圖則、分區計劃大綱圖、批地條款及已 / 待批之大廈公契或附屬公契（如有）各項文件之副本，均可向售樓處免費查閱。  
Copies of the related building plans, Outline Zoning Plan, Land Grant Conditions and the approved/draft Deed of Mutual Covenant or Sub-Deed of Mutual Covenant (if any) are available
9. 有關本發展項目之公共空間及公共設施之管理及維修責任（如有），請參閱發展商提供之售樓說明書內所載批地條款、公用契約（如有）及大廈公契或附屬公契（如有）之相關條款。  
For details of the management and maintenance responsibilities of the public open space and the public facilities of the development (if any), please refer to the relevant Land Grant Conditions, Deed of Dedication (if any) and Deed of Mutual Covenant or Sub-Deed of Mutual Covenant (if any) stated in the sales brochure provided by the developer.

10. .... (其他條款按個別樓盤情況自訂)  
..... (Other terms and conditions etc. depending on each development)

(Figures shown in the template are for illustration only.)

Show Flat

The show flat(s) must comply with the following requirements: -

1. (a) If there is only one show flat, it must be a show flat showing the same conditions of the actual unit (i.e. all the non-structural internal walls/partitions, fittings and finishes and complimentary appliances which will be provided in the actual unit must be shown in the show flat in exactly the same way as they will be featured in the actual unit) (“unmodified show flat”).  
  
(b) If there are two show flats, one of them must be an unmodified show flat. The remaining one must be a show flat which mirrors that unmodified show flat (i.e. it must be of the same type of unit and having the same size of the unmodified show flat) (“mirrored show flat”).  
  
(c) If there are three show flats, one of them must be an unmodified show flat and another one must be its mirrored show flat.  
  
(d) If there are four or more show flats, there must be at least one pair of an unmodified show flat and its mirrored show flat.
2. The size/dimensions of the show flat(s) must be identical to the size/dimensions as specified/described in the relevant building plan(s) approved by the Building Authority (“approved building plan(s)”) and the sales brochures.
3. Floor plan(s)/diagrams showing all the principal dimensions of the show flat unit(s) with scale must be displayed in a prominent location in the show flat(s).
4. Enclosing or boundary walls must be provided in all show flat(s). If due to fire-safety requirements it is necessary to create passageways along the enclosing or boundary walls, a notice of conspicuous size stating that the passageways are created in the show flat(s) for compliance with fire-safety requirements and are not part of the features of the actual unit(s) must be displayed in a prominent location in the show flat(s). A solid line should also be provided on the floor showing conspicuously the exact position and the identical thickness/width of the respective non-structural internal walls/partitions.

5. For modified show flat(s) with the non-structural internal walls/partitions removed, there must be a solid line on the floor showing conspicuously the exact position and the identical thickness/width of the respective non-structural internal walls/partitions. Diagrams of conspicuous size stating the actual layout, orientation and thickness of the non-structural internal walls/partitions which are to be found in the actual unit(s) must be displayed in a prominent location inside the relevant part of the modified show flat.
6. All bay windows, A/C plant room, balcony and utility platform located inside the unit(s), if any, must be featured in the show flat(s). The dimensions of these features must be identical to those as specified/described in the relevant approved building plan(s) and the sales brochures. For balcony and utility platform, boundary walls or parapets must be provided. Features not located inside the actual unit(s) (e.g. A/C plant room located outside the unit(s)) must not be featured in the show flat(s).
7. Ceiling must be provided in the show flat(s). The height of the show flat(s) should be identical to or not higher than the height as specified/described in the relevant approved building plan(s) and the sales brochures. If the height of the show flat(s) is lower than the height of the actual unit(s) due to the physical constraint, a notice of conspicuous size stating the height difference must be displayed in a prominent location in the show flat(s).
8. Main entrance doors must be provided. If other doors (e.g. doors for the kitchen, bathrooms and bedrooms) are not provided in the show flat(s), door frames must be provided. If it is not physically possible to provide doors or door frames, the developer must provide a solid line on the floor showing conspicuously the exact position and the identical thickness/width of the door.
9. The fittings and finishes provided in the show flat(s) should be identical to those specified/described in the Agreement(s) for Sale and Purchase of the actual unit(s) and the sales brochures. If alternative fittings and finishes are being used in the show flat(s), they must be of comparable quality as those to be used in the actual unit(s). A notice of conspicuous size stating that alternative fittings and finishes are being used must be displayed in a prominent location in the show flat(s).
10. A notice of conspicuous size specifying the items which are shown in the show flat(s) and will be provided in the actual unit(s) (e.g. complimentary appliances) must be displayed in a prominent location in the show flat(s), with a clear

statement that all other items not specified as such will not be provided in the actual unit(s).

11. A certificate signed by the authorized person certifying that the external parameters of the show flat(s) are identical to those of the actual unit(s) must be deposited with the Real Estate Developers Association of Hong Kong (“REDA”) for record purpose. Upon request, REDA must let prospective purchasers inspect the certificate free of charge.
12.
  - (a) Save where there is objection from the designer(s) to photo-taking or video-making, the developer must allow show flat visitors to take measurements, take photos and make videos inside the show flat(s). If it is not practicable at the time for crowd management reasons, arrangements must be made for the visitors concerned to take measurements, take photos and make videos at a time convenient to all parties concerned as soon as possible provided that prior appointments for taking measurements, taking photos and making videos may be introduced only when there are genuine crowd management concerns. When crowd management is not a concern, visitors must be allowed to take measurements, take photos and make videos without prior appointment.
  - (b) For show flat(s) open to the public for the first time before 1 June 2010, where there is objection from the designer(s) and photo-taking is not allowed inside a show flat because of the objection, the developer must clearly explain to the visitors that it is due to the objection of the designer(s).
  - (c) For new show flat(s) open to the public for the first time on or after 1 June 2010, the developer must make appropriate arrangements with its designer(s) before commissioning his or their services to clear any hurdles for allowing show flat visitors to take photos or make videos.



**Printed Advertisements (Including Promotional Materials)**

All information as required under the consent letter issued to the developer to enter into agreements for sale and purchase must be included in the advertisements (including promotional materials) in printed media (“printed advertisements/promotional materials”). In addition, the printed advertisements/promotional materials must comply with the following requirements:-

1. The printed advertisements/promotional materials must clearly provide the name of the district where the development is located and the postal address of the development.
  - (a) The district of the development must correspond to that in the relevant Outline Zoning Plan(s) where the development is located.
  - (b) The printed advertisements/promotional materials must adopt the postal address of the development as confirmed with the Commissioner of Rating and Valuation, which postal address must be exactly the same as that shown in the section on “Basic Information of the Development” in the sales brochure.
  - (c) For printed advertisements/promotional materials of a size of a half-page standard newspaper or smaller, the font size of the name of the district and the postal address must not be smaller than 10.
  - (d) For printed advertisements/promotional materials of a size larger than half a page of a standard newspaper, the font size of the name of the district and the postal address must not be smaller than 12.
2. The printed advertisements/promotional materials must specify clearly and legibly the website address containing the electronic copies of the sales brochure, the price list(s) and the register of agreements for sale and purchase maintained by the developer.
  - (a) For printed advertisements/promotional materials of a size of a half-page standard newspaper or smaller, the font size of the website address must not be smaller than 10.

- (b) For printed advertisements/promotional materials of a size larger than half a page of a standard newspaper, the font size of the website address must not be smaller than 12.
  
- 3. If the printed advertisements/promotional materials show the artistic impression of the development and/or its surrounding areas, the printed advertisements/promotional materials must carry the statement, in English as set out in Appendix I or in Chinese as set out in Appendix II.
  - (a) For printed advertisements/promotional materials of a size of a half-page standard newspaper or smaller, the font size of the statement must not be smaller than 10.
  
  - (b) For printed advertisements/promotional materials of a size larger than half a page of a standard newspaper, the font size of the statement must not be smaller than 12.
  
- 4. The printed advertisements/promotional materials must not contain any statement that the Agreement for Sale and Purchase for sale of units in the development or the Deed of Mutual Covenant or Sub-Deed of Mutual Covenant (if any) in respect of the development or any other aspect of the development is subject to the Lands Department Consent Scheme or has been approved by the Director of Lands.

**Statement on printed advertisements (including promotional materials)  
showing artist impression  
of the development and/or its surrounding areas**

The photographs, images, drawings or sketches shown in this advertisement/promotional material represent the artist's imaginative impression of the development concerned only. They are not drawn to scale and/or may have been edited and processed with computerized imaging techniques. Prospective purchasers should make reference to the sales brochure for details of the development. The developer also advises purchasers to conduct on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.

[NOTE:

- (1) For advertisements/promotional materials of a size of a half-page standard newspaper or smaller, the font size of the statement must not be smaller than 10.
- (2) For advertisements/promotional materials of a size larger than half a page of a standard newspaper, the font size of the statement must not be smaller than 12.]

**Statement on printed advertisements (including promotional materials)  
showing artist impression  
of the development and /or its surrounding areas**

本廣告/宣傳資料內載列的相片、圖像、繪圖或素描顯示的純屬畫家對該發展地盤之想像感覺。有關圖片並非按照比例繪畫或 / 及可能經過電腦圖像修飾處理。準買家如欲了解本發展項目的詳情，請參閱售樓說明書。發展商亦建議買方到該發展地盤作實地考察，以獲取對該發展地盤以及其周圍地區的公共設施及環境較佳的了解。

[NOTE:

- (1) For advertisements/promotional materials of a size of a half-page standard newspaper or smaller, the font size of the statement must not be smaller than 10.
- (2) For advertisements/promotional materials of a size larger than half a page of a standard newspaper, the font size of the statement must not be smaller than 12.]

**Undertaking**

To: The Government of the Hong Kong Special Administrative Region  
and  
The Director of Lands

Lot No.: [    ] ("the Development")  
\*Phase: [    ] of the Development  
\*Name of the Development: [    ]  
Name of the Developer: [    ] ("the Developer")  
Name of the Purchaser: [    ] ("the Single Purchaser")

WHEREAS:

- (A) By a letter dated the \_\_\_\_\_ day of \_\_\_\_\_ ("the Consent Letter"), consent ("the Consent") is given by the Director of Lands ("the Director") to the Developer under the Land Grant Conditions to enter into agreements for sale and purchase for the Units subject to the conditions therein set out.
  
- (B) The Developer intends to sell to the Single Purchaser the residential units in the Development as set out in the Schedule hereto ("the Sale") under one PASP and is desirous of an exemption from compliance with Condition Nos. <sup>(#)</sup> of the Consent Letter in respect of the Sale.
  
- (C) The Director acknowledges that the Sale qualifies as an en bloc sale referred to in Condition No. (11)(e) of the Consent Letter.
  
- (D) Unless otherwise re-defined herein, the terms defined in the Consent Letter shall have the same meaning when used in this Undertaking.

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\* Delete as appropriate

<sup>#</sup> Insert the numbers of the consent conditions on "availability of sales brochure", "availability of price list(s)", "upload of sales brochure and price list(s) on website", "content of sales brochure", "contents of price list(s)", "show flat(s)" and "advertisements and promotional materials".

IN CONSIDERATION of the Director agreeing that the Developer shall not be required to comply with the conditions mentioned in (B) above in the Sale, each of the Developer and the Single Purchaser hereby undertake severally as follows:

(1) In so far as the Developer is concerned, the Developer shall ensure that the Single Purchaser is aware of the requirement to comply with:

- (i) the conditions mentioned in (B) above;
- (ii) the condition to maintain a register (in same format as that maintained by the Developer in pursuance of the Consent Letter with adaptation) to provide information on any sub-sale mentioned to in Clause (2)(i) within 5 working days from the signing of the relevant preliminary sub-sale agreements for sale and purchase or sub-sale agreements for sale and purchase (whichever is the earlier); and
- (iii) the condition to make available the register mentioned in Clause (1)(ii) on the website which is uploaded with copies of the sales brochure and the price list(s) and to display it prominently at the sale office(s) for inspection by prospective purchasers free of charge

(which conditions mentioned in (B) above and the conditions mentioned in Clauses (1)(ii) and (1)(iii) are hereinafter collectively referred to as “the Applicable Consent Conditions”).

(2) In so far as the Single Purchaser is concerned, the Single Purchaser shall:

- (i) in the event of any sub-sale by the Single Purchaser of the residential units comprised in the Sale to individual purchasers (otherwise than a sub-sale of all the residential units comprised in the Sale to one single purchaser mentioned in Clause (2)(ii)), comply with each of the Applicable Consent Conditions as if he were the Developer selling the residential units to individual purchasers pursuant to the Consent; or

- (ii) in the event of a sub-sale of all the residential units comprised in the Sale to one single purchaser under one preliminary sub-sale agreement for sale and purchase or sub-sale agreement for sale and purchase, give (as if he were the Developer) and procure his purchaser to give (as if he were the Single Purchaser) to the Government of the Hong Kong Special Administrative Region and the Director and deliver to the Director an undertaking to the same effect as this Undertaking prior to the signing of any preliminary sub-sale agreement for sale and purchase or sub-sale agreement for sale and purchase (whichever is the earlier).

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

IN WITNESS whereof @the Developer and the Single Purchaser have caused their Common Seals to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_ /the Developer has caused its common seal to be hereunto affixed and the Single Purchaser has hereunto set hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ .

SEALED with the Common Seal )  
of [name of the Developer] )  
and SIGNED by )  
 )  
 )  
 )  
whose signature(s) is/are verified by: )

Solicitor,  
Hong Kong SAR

I, [name of solicitor], hereby confirm that the above Undertaking has been duly executed in accordance with the Memorandum and Articles of Association of [name of the Developer] and duly authorized by a properly convened meeting and resolution of the [name of the Developer].

Solicitor,  
Hong Kong SAR

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@ Delete as appropriate



#SEALED with the Common Seal )  
of [name of the Single Purchaser] )  
and SIGNED by )  
)  
)  
whose signature(s) is/are verified by: )

Solicitor,  
Hong Kong SAR

#SIGNED SEALED and DELIVERED )  
by [name of the Single Purchaser] )  
(Holder of Hong Kong )  
Identity Card No. ) )  
in the presence of: )

Solicitor,  
Hong Kong SAR

\*I, [name of solicitor], hereby confirm that the above Undertaking has been duly executed in accordance with the Memorandum and Articles of Association of [name of the Single Purchaser] and duly authorized by a properly convened meeting and resolution of the [name of the Single Purchaser].

Solicitor,  
Hong Kong SAR

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# Delete if inappropriate  
\* Delete where the Single Purchaser is an individual

Schedule

[Specify the residential units comprised in the enc bloc sale]

