

Special Conditions of Sale in respect of Property () ("the Property")

- (1) The General Conditions of Sale are deemed to have been amended and supplemented by these Special Conditions of Sale. In the event of conflict between the General Conditions of Sale and the Special Conditions of Sale, the latter shall prevail.
- (2) Completion shall take place on or before _____ ("the Completion Date")
- (3) The Purchaser hereby admits that it has been properly advised by its own solicitors, surveyors and other professionals prior to the signing of the Memorandum of Agreement annexed hereto and acknowledges that it is fully aware of the special features in respect of the Property which are set out in the Particulars of the Property ("the Special Features").

The Purchaser shall complete the purchase of the Property notwithstanding the above and shall not raise any requisition in respect thereof.

- (4) The Property is to be sold subject to and with the benefit of the followings: -

- (5) The Property is a residential/non-residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap.117) of the Laws of Hong Kong.
- (6) The parties hereby declare the following information for the purpose of Section 29B(1) of the Stamp Duty Ordinance (Cap.117):-
- (a) the name and address of the Vendor and of the Purchaser of the immovable Property:-

the Vendor :

the Purchaser :

(b) if the Vendor or Purchaser is an individual, his identification number:

Identification Number of the Vendor:

Identification Number of the Purchaser:

(c) if the Vendor or Purchaser is not an individual but is registered under the Business Registration Ordinance (Cap. 310), the business registration number of the Vendor or Purchaser:

Business Registration Number of the Vendor:

Business Registration Number of the Purchaser:

(d) the description and location of the immovable Property:

Please see the Particulars of the Property attached .

(e) a statement as to whether the immovable Property is residential property or non-residential Property, within the meaning of section 29A(1):

(f) the date of which the agreement for sale was made:

(g) if the agreement for sale was preceded by an unwritten sale agreement. or an agreement for sale, made between the same parties and on the same terms, the date on which the first such agreement was made:

Nil

- (h) a statement as to whether or not a date has been agreed for a conveyance on sale pursuant to the agreement for sale and, if so that date:

- (i) a statement as to whether or not there is an agreed consideration for the conveyance on sale that is to, or may, take place pursuant to the agreement for sale and, if so, the amount or value of the consideration:

- (j) the amount or value of any other consideration which each person executing the document knows has been paid or given, or has been agreed to be paid or given, to any person for or in connection with the agreement for sale or any conveyance on sale pursuant to that agreement (excluding legal expenses), together with the name, address, and the identification number or business registration number of each person receiving or to receive such consideration, and a description of the benefit to which the consideration relates:

Commission of HK\$_____ to be paid by the Vendor and HK\$_____ by the Purchaser (such commission being equivalent to 1% of the purchase price of the Property subject to a minimum charge of HK\$10,000.00) to C S Auctioneers Limited of 7th Floor, Grand Building, Nos.15-18 Connaught Road Central, Hong Kong (Business Registration No.10508462).

- (k) if the Purchaser has not executed the agreement, a statement as to whether or not to the best of the knowledge of each person executing the agreement, the Purchaser knew, at the time the agreement was made, that it affected him.
- (7) The Vendor and the Purchaser hereby agree that if in any case either the Vendor or the Purchaser fails to complete the sale and purchase in the manner herein contained and therein contained in the General Conditions of Sale, the defaulting party shall compensate at once the Auctioneer HK\$_____ as liquidated damages. The defaulting party shall be responsible for the payment of the stamp duty.