

# EXAMINATION HANDBOOK

## (PAPER-BASED EXAMINATION)

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## **NOTE TO USERS**

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**This Handbook provides essential information for those interested in taking the Estate Agents Qualifying Examination or Salespersons Qualifying Examination in paper-based format. Candidates should study the contents with care.**

**Estate Agents Authority  
January 2022**

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# LICENSING REQUIREMENTS AND QUALIFYING EXAMINATIONS

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## 1. The Licensing Regime

- 1.1 Since 1 January 1999, anyone carrying on estate agency work in Hong Kong must hold a valid licence, namely:
- (a) an estate agent's licence (individual) – the holder may perform estate agency work in the capacity of a sole proprietor or a partner of, or a director of a company engaging in an estate agency business, or a salesperson of another licensed estate agent; or
  - (b) a salesperson's licence – the holder may only perform estate agency work as a salesperson of a licensed estate agent.
- 1.2 The requirements for the grant of an estate agent's licence (individual) and a salesperson's licence are specified in the Estate Agents Ordinance (Cap. 511) and Estate Agents (Licensing) Regulation. Essentially, an applicant must:
- have completed a Form 5 educational level or its equivalent;
  - have attained the age of 18 years at the date of application;
  - have passed the relevant qualifying examination in the 12 months immediately prior to the application; and
  - be considered a fit and proper person to hold a licence.
- 1.3 Please refer to the aforementioned legislation or browse the Estate Agents Authority (“EAA”) website ([www.eaa.org.hk](http://www.eaa.org.hk)) for details. If you have any question about licensing requirements, call the EAA Enquiry Hotline at 2111 2777.

## 2. Introduction to the Examinations

- 2.1 There are two different Qualifying Examinations:
- (a) the Estate Agents Qualifying Examination (“EAQE”)
  - (b) the Salespersons Qualifying Examination (“SQE”)
- 2.2 A candidate who passes the EAQE may apply for either an estate agent's licence (individual) or a salesperson's licence. A candidate who passes the SQE may apply for a salesperson's licence only. Candidates who successfully passed the relevant examinations must submit their licence applications within **12 months** of the date of issuance of the result slips; otherwise, results will be invalid for licensing purposes.
- 2.3 The EAA has appointed the Institute of Professional Education And Knowledge (“PEAK”) of the Vocational Training Council (“VTC”) to administer the Qualifying Examinations. All the Qualifying Examinations are available in paper-based format and will be conducted by the PEAK Examination Centre (“PEAK Exam Centre”) of the VTC. For details of the Salespersons Qualifying Examinations in computer-based format, please refer to the Handbook on the Computer-based Salespersons Qualifying

Examination.

- 2.4 The examination dates and deadlines to register for the EAQE and the SQE may be found on the EAA website at [www.eaa.org.hk](http://www.eaa.org.hk).

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## PREPARATION

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### 3. Syllabi

- 3.1 The examination syllabi are set out in Appendix 1 for the EAQE and Appendix 2 for the SQE of this Examination Handbook.
- 3.2 To familiarise yourself with the requirements and the types of questions of the EAQE and SQE, you may review the Sample Questions (in addition to those provided herein) for the qualifying examinations posted on the EAA website.

The EAA does not publish any study materials or organise any preparatory courses for the qualifying examinations. Some educational and training institutions, and some estate agencies, may offer various types of preparatory courses for the qualifying examinations. Anyone considering enrolling into these courses should note that the EAA does not give accreditation to any such courses nor to the providers of these courses. No representation whatsoever is therefore given by the EAA as to the quality of the courses or their providers, or as to whether the courses would enable a candidate to pass the relevant examination. Individuals should exercise due care when considering enrolling into these courses.

### 4. Format

- 4.1 Multiple-choice questions are used for both the EAQE and SQE. Candidates may choose to take the examination in either English or Chinese when they register for the examination.
- 4.2 Different versions of question papers containing questions of the same contents but in a different order will be used in each qualifying examination.
- 4.3 The differences in format between the EAQE and SQE are highlighted below:

|                     | EAQE  | SQE   |
|---------------------|---|---|
| Number of questions | 50 questions:<br>Part I : 30 stand-alone questions<br>Part II : 20 questions based on one or two case studies | 50 questions:<br>Part I : 40 stand-alone questions<br>Part II : 10 questions based on one or two case studies |
| Examination time    | 3 hours   | 2 hours 30 minutes  |

- 4.4 To pass an EAQE or SQE, candidates must pass both Part I and Part II. The pass mark is 60%<sup>1</sup>.

Candidates of the EAQE must score at least 36 marks in Part I and 24 in Part II respectively in order to pass the EAQE; candidates of the SQE must score at least 48 marks in Part I and 12 in Part II respectively in order to pass the SQE.

If mark penalty is imposed upon a candidate who contravenes the examination regulation, mark(s) will be deducted from his/her total score in the examination. Hence, in order to pass the examination, such candidate must pass both Part I and Part II of the examination and also obtain a pass mark (i.e. 60%) in the overall result after deduction of mark(s).

- 4.5 Sample documents are appended for reference as follows:

- **Appendix 3** : Sample questions and answers
- **Appendix 4** : Samples of question book front covers and answer sheet.

## 5. Restrictions on Registration for Examinations

- 5.1 The following persons are not allowed to register or sit for the respective qualifying examinations:

| EAQE  | SQE  |
|---|--|
| (i) A person who has passed an EAQE within the last 12 months from the date of registration and/or the date of the examination  | (i) A person who has passed an EAQE and/or SQE within the last 12 months from the date of registration and/or the date of the examination  |
| (ii) A person who is the holder of a valid estate agent's licence (individual) on the date of registration and/or the date of the examination   | (ii) A person who is the holder of a valid estate agent's licence (individual) and/or a salesperson's licence on the date of registration and/or the date of the examination   |
| (iii) A person who was the holder of an estate agent's licence (individual) which had not ceased to have effect (whether by reason of its expiration or otherwise) for more than 24 months on the date of registration and/or the date of the examination | (iii) A person who was the holder of an estate agent's licence (individual) or a salesperson's licence which had not ceased to have effect (whether by reason of its expiration or otherwise) for more than 24 months on the date of registration and/or the date of |

<sup>1</sup> Please note that the above pass mark of 60% is subject to review by the EAA from time to time. Any change to the pass mark will be announced on the EAA website. Candidates should consult the EAA website for the latest information.

|  |   |
|--|---|
|  | the examination   |
|  | (iv) A person who has registered or sat for an SQE which is to be or was held in the same month (i.e. a candidate may only sit for an SQE <u>once</u> each month) |

5.2 Even if such persons have registered or sat for the respective qualifying examinations, they will be disqualified, and any fees paid will not be refunded. Neither the EAA nor the PEAK Exam Centre has any obligation to verify and/or inform registrants whether they belong to the above categories. Hence, registrants must ensure that they do not belong to any of the aforesaid categories before registration.

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## REGISTRATION

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### 6. Entry Form and Essential Documents

#### 6.1 Obtaining information

6.1.1 Detailed registration procedures are set out in the “Application Procedure”, a document produced by the PEAK Exam Centre. The document contains important guides and is attached to the Entry Form. Please read it carefully.

6.1.2 Entry Form and the documents attached including Application Procedure, Instructions to Candidates can be obtained by the following methods:

- Obtain at the following places in person or by a representative:

office of the PEAK Exam Centre:

1/F, VTC Tower, 27 Wood Road, Wanchai, Hong Kong

- Download at [www.vtc.edu.hk/cpdc](http://www.vtc.edu.hk/cpdc).

#### 6.2 Registration for Examination

6.2.1 Registrations must be made to the PEAK Exam Centre during the period specified on the PEAK Exam Centre website ([www.vtc.edu.hk/cpdc](http://www.vtc.edu.hk/cpdc)). For methods of registration, see **Appendix 5**.

6.2.2 Before registration, you should consider carefully which type of licence you need to apply for and thus the type of Qualifying Examination to sit for.

6.2.3 You are advised to consider whether you have or will have met the licensing requirements before you register for the relevant examination. For details on licence application, please visit the EAA website ([www.eaa.org.hk](http://www.eaa.org.hk)).

## 7. Fees and Payment

- 7.1 Fees paid are not refundable or transferable save in exceptional circumstances subject to the approval of the EAA. Please refer to the Application Procedure for payment methods.
- 7.2 The examination fees are:
- EAQE : \$900
  - SQE : \$650

## 8. Special Requests

- 8.1 The following (and no other) requests may be entertained on the conditions specified (subject to payment of an administration fee):

| Nature of request                                 | Time restrictions  | Remarks                                     |
|---|--|---|
| <b>Changing the Language of the Question Book</b> | Candidates may change the language of the Question Book before the deadline specified in the Application Procedure. For details, contact the PEAK Exam Centre. | Subject to payment of an administration fee |

- 8.2 The amount of administration fee payable and the method of payment are specified in the Application Procedure.

## 9. Admission Form

- 9.1 Candidates must produce their Admission Form for entry to the examination centre. The date, time and venue of the examination are printed on it.
- 9.2 Admission Forms will be provided to candidates before the examination date in the manner and time period as stipulated in the Registration Confirmation Section of the Application Procedure. Please notify the PEAK Exam Centre of any change of email or correspondence address.
- 9.3 The “Instructions to Candidates” (see **Appendix 6**) will be issued together with the Admission Form. The “Instructions to Candidates” stipulates candidates’ behaviour in an examination and sanctions for non-compliance (such as deduction of marks or disqualification). The PEAK Exam Centre and the EAA will strictly enforce the requirements in the “Instructions to Candidates”.
- 9.4 Candidates who have duly registered should contact the PEAK Exam Centre if:
- (a) they do not receive the Admission Form within the time period stipulated in the Application Procedure mentioned above; or

- (b) information in the Admission Form is inaccurate.

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## EXAMINATION RESULT

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### 10. Result Slip

- 10.1 Result Slips will be mailed out by the PEAK Exam Centre to candidates 14 working days after the examination.
- 10.2 The PEAK Exam Centre will post the examination result (of those candidates who have not disagreed to the posting of their examination result on-line) on the PEAK Exam Centre website ([www.vtc.edu.hk/cpdc](http://www.vtc.edu.hk/cpdc)) 14 working days after the examination. Candidates can check their examination results on the website upon inputting their candidate numbers printed on their Admission Forms and the first four digits of their identification document numbers. Candidates are reminded to keep their candidate number safely and not to disclose it to anyone. The examination result (namely, Pass with Commendation/Pass/ Fail/Absent/Disqualified) and the marks obtained in Parts I and II of the examination paper will be shown on the PEAK Exam Centre webpage ([www.vtc.edu.hk/cpdc](http://www.vtc.edu.hk/cpdc)). For candidates who received mark penalty for breach of examination regulation, their marks will only be shown on their Result Slips. No mark will be given for “Absent” and “Disqualified” candidates. All result posted on the PEAK Exam Centre website ([www.vtc.edu.hk/cpdc](http://www.vtc.edu.hk/cpdc)) are for reference only. They are subject to the result printed on the Result Slips sent to candidates by post. The result printed on the Result Slips is final and conclusive.
- 10.3 There is no result checking service by telephone/email/in person at the PEAK Exam Centre or the EAA.
- 10.4 **VERY IMPORTANT:** Acceptance of your registration for qualifying examination or passing of qualifying examination does not necessarily mean that you are eligible for a licence. Applicants for licence are required to provide documentary evidence to prove to the satisfaction of the EAA that they meet the following licensing requirements:
- having attained the age of 18 years at the date of application;
  - having completed a Form Five educational level or its equivalent;
  - having passed the relevant qualifying examination in the 12 months immediately prior to the application; and
  - be considered a fit and proper person to hold a licence.



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# PERSONAL DATA

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## 11. Purpose, Enquiries and Retention

- 11.1 Personal Data provided by candidates may be used by the PEAK Exam Centre and/or the EAA for:
- (i) administering qualifying examinations and other directly related purposes including but not limited to the release of examination results whether via the electronic media, the EAA/PEAK Exam Centre websites, the newspaper media or otherwise. Candidates are required to supply the data to the PEAK Exam Centre. If candidates do not provide all necessary data, it may affect the administration of the examinations, the processing and/or delivery of the examination results and/or the verification of identities of candidates;
  - (ii) issuing licences under the Estate Agents Ordinance Cap. 511;
  - (iii) conducting training or research; or
  - (iv) other lawful purposes directly related to the above.
- 11.2 The PEAK Exam Centre may transfer personal data of candidates to the EAA. All personal data will be handled in strict compliance with the Personal Data (Privacy) Ordinance (Cap. 486).
- 11.3 Generally, the EAA will retain candidates' personal data (including examination results) for two years from the date of the relevant Result Slip. Candidates should keep their result slip in safe custody. After expiry of the two-year period, data will either be destroyed or anonymised for statistical analysis purpose.
- 11.4 Personal data access and correction request should be addressed to the Personal Data (Privacy) Compliance Officer of the VTC by email or by post (Email: [cpdc@vtc.edu.hk](mailto:cpdc@vtc.edu.hk); Postal address: 1/F, VTC Tower, 27 Wood Road, Wanchai, Hong Kong).

Estate Agents Authority  
January 2022

# Appendix 1

## ESTATE AGENTS QUALIFYING EXAMINATION SYLLABUS

### Preamble

| <b>Which Part of the Syllabus</b> | <b>Knowledge expected</b>  |
|-----------------------------------|--|
| Part 1                            | To have a basic knowledge of the background of the real estate agency trade and the various factors affecting it   |
| Part 2                            | To understand the requirements of the Estate Agents Ordinance (Cap. 511) (“EAO”) and Estate Agents Authority (“EAA”); and<br>To be conversant with EAA’s prescribed practice for property sales and be able to deal with a wide range of cases |
| Part 3                            | To have a basic knowledge of the laws governing real estate agency work and how they relate to practice  |
| Part 4                            | To be able to understand the essential elements of different property-related information systems and to conduct and supervise others to conduct prescribed property searches  |
| Part 5                            | To be aware of the basic classification and terminology of buildings, and the laws and technical concepts related to buildings   |
| Part 6                            | To be aware of the basic principles of property valuation to the extent that they can comprehend the essential elements of a valuation report  |
| Part 7                            | To understand tenancy laws and how they relate to practice   |
| Part 8                            | To be able to integrate such knowledge and understanding to devise an effective management system and develop standard work procedures to ensure an agency’s or a branch office’s compliance with various regulatory requirements              |

## Levels of Expectation

The following are indications which may assist candidates to understand the depth of knowledge that candidates are expected to acquire in each section of the syllabus.

Level 1 – Awareness

Level 2 – Basic knowledge

Level 3 – Basic knowledge plus ability to make use of the knowledge in practice

Level 4 – Understanding (i.e. able to relate to the context of the industry) plus ability to make use of the knowledge in practice

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## Part 1

### Introduction to the real estate agency trade in Hong Kong

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Estate Agents are expected to have a basic knowledge of the background of the trade and the various factors affecting it.

| Which Section of the Syllabus | Level of Expectation      |
|-------------------------------|---------------------------|
| The whole of Part 1           | Level 2 – Basic knowledge |

- 1.1 Development of the real estate sector in Hong Kong: the different stages, and its relation to overall socio- economic development
- 1.2 Development of real estate practice in Hong Kong, including growth from individually-based to company-based operations and the development of large chain enterprises; the relationship between the real estate agency trade and other professions and sectors: government departments, legal, banking, developers, building and construction, property management
- 1.3 Housing and land policy
  - 1.3.1 Housing and land policy and other major factors (political, economic restructuring, immigration) affecting property prices and their fluctuation cycles
  - 1.3.2 Technical factors affecting property prices: interest rates, economic indices, seasonal variations, mortgage policy
- 1.4 Property market supply and demand annual statistics
- 1.5 The role and functions of real estate agents in the property market: promoter and distributor
- 1.6 Rationale behind the introduction of the EAO
- 1.7 Public expectations of the trade’s professionalism
  - 1.7.1 Consumers’ perspective of the trade in relation to their rights
  - 1.7.2 Professionalism in the context of real estate practice

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## Part 2

### Estate Agents Ordinance and estate agency practice

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Estate Agents are required to understand the requirements of the EAO and EAA, and to be conversant with EAA's prescribed practice for property sales. They are expected to be able to deal with a wide range of cases.

| Which Section of the Syllabus | Level of Expectation   |
|-------------------------------|--|
| The whole of Part 2           | Level 4 – Able to understand and to apply the knowledge to practical context of the industry |

#### 2.1 The trade's regulatory and statutory body

2.1.1 Principal functions and general powers of EAA

2.1.2 Organisational structure of EAA

2.1.2.1 Composition of EAA and its standing committees

2.1.2.2 Organisational structure of EAA

2.1.2.3 Role of the Chief Executive Officer ("CEO") in handling complaints and conducting investigations

2.1.2.4 Inquiries by the Disciplinary Committee

#### 2.2 Compliance with EAA's licensing requirements

2.2.1 Obtaining a licence before practice

2.2.2 Licensing requirements

2.2.3 Particulars of business

#### 2.3 Statutory duties of Estate Agents and the EAO

2.3.1 Definition of Estate Agent

2.3.2 Definition of Salesperson

2.3.3 The register

2.3.4 Registered address

2.3.5 Application for licence

2.3.6 Renewal of licence

2.3.7 Conditions attached to licence

2.3.8 Suspension or revocation of licence

2.3.9 Duties of Estate Agents

2.3.9.1 Information regarding properties and transactions

2.3.9.2 Accounts regulations

2.3.9.3 Effective control of offices

- 2.3.9.4 Prohibited employment
- 2.3.9.5 Notices of certain events (Section 40)
- 2.3.9.6 Directors' liability
- 2.3.9.7 Liability for moneys received
- 2.3.9.8 Advertising
- 2.3.10 Estate Agency Agreement
  - 2.3.10.1 Requirements for making agreements
  - 2.3.10.2 Contents of agreements
  - 2.3.10.3 Duty to supply unexecuted/executed agreement
- 2.3.11 Standard forms
  - 2.3.11.1 Estate Agency Agreement for vendor/landlord
  - 2.3.11.2 Estate Agency Agreement for purchaser/tenant
  - 2.3.11.3 Property Information Form/Leasing Information Form
  - 2.3.11.4 Vendor's Statement in the Property Information Form
  - 2.3.11.5 Statutory Notices
- 2.3.12 Investigation, Complaint and Discipline
  - 2.3.12.1 Exercise of disciplinary power
  - 2.3.12.2 Publication of decision
- 2.3.13 Appeal
  - 2.3.13.1 Categories of appeal
  - 2.3.13.2 Appeal panel and tribunals
  - 2.3.13.3 Appeal tribunal proceedings
- 2.3.14 Offences
  - 2.3.14.1 Offences by any person (Section 55(1))
  - 2.3.14.2 Offences by a licensee (Section 55(2))
  - 2.3.14.3 Penalties on Section 55 (1) offenders
  - 2.3.14.4 Penalties on Section 55 (2) offenders
- 2.3.15 Determination as regards commission
  - 2.3.15.1 Jurisdiction and procedures
  - 2.3.15.2 Appeals to District Court
  - 2.3.15.3 Determination registered as a judgment of the District Court
- 2.4 Code of Ethics
  - 2.4.1 Compliance with the law
  - 2.4.2 Good understanding of related legislation and requirements
  - 2.4.3 Professional knowledge and competence required
  - 2.4.4 Ethical and moral standards during practice and responsibilities towards clients
  - 2.4.5 Exercising due diligence
  - 2.4.6 Minimising any conflict-of-interest situations

- 2.4.7 Relationship between agents and ethical standards to be observed in conducting business
- 2.5 Practice Regulation
  - 2.5.1 General duties of Estate Agents
  - 2.5.2 Listing and seeking instructions
  - 2.5.3 Use of Estate Agency Agreement
  - 2.5.4 Advertising
  - 2.5.5 Provision of property information and exercise of due diligence
  - 2.5.6 Property inspection and viewing
  - 2.5.7 Conduct of negotiations
  - 2.5.8 Handling of clients' money and keeping of accounts and records
  - 2.5.9 Preliminary agreement for sale and purchase
  - 2.5.10 Commission
  - 2.5.11 Post-transaction services
  - 2.5.12 Effective control of offices
  - 2.5.13 Compliance by partnership
- 2.6 Compliance with guidelines relevant to the trade
  - 2.6.1 Practice Circulars issued by the EAA

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## Part 3

### Laws governing estate agency practice and conveyancing procedures

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Estate Agents are expected to have a basic knowledge of the law and how it relates to estate agency practice as well as conveyancing procedures, mortgages and taxation.

| Which Section of the Syllabus | Level of Expectation      |
|-------------------------------|---------------------------|
| The whole of Part 3           | Level 2 – Basic knowledge |

- 3.1 Basic concept of common law
  - 3.1.1 Definition of common law
  - 3.1.2 System of judicial precedent
- 3.2 Basic concept of equity
- 3.3 Statute law
- 3.4 Principles of the law of agency
  - 3.4.1 Mode of creation
    - 3.4.1.1 Express

- 3.4.1.2 Implied
- 3.4.1.3 Estoppel
- 3.4.1.4 Ratification
- 3.4.2 Duties of agent
  - 3.4.2.1 Obey lawful instructions
  - 3.4.2.2 Due care and diligence
  - 3.4.2.3 Disclose material information
  - 3.4.2.4 Avoid conflict of interest
  - 3.4.2.5 Keep secret confidential information
  - 3.4.2.6 Not to delegate duties
  - 3.4.2.7 Not to make secret profit
  - 3.4.2.8 No misrepresentation
- 3.4.3 Termination of agency
  - 3.4.3.1 By mutual agreement
  - 3.4.3.2 Revocation by principal
  - 3.4.3.3 Renunciation by agent
  - 3.4.3.4 Supervening illegality
  - 3.4.3.5 Expiration
  - 3.4.3.6 Full fulfilment of terms
  - 3.4.3.7 Incapacity of principal or agent
  - 3.4.3.8 Destruction of subject matter
  - 3.4.3.9 Enemy status
- 3.5 Principles of the law of contract
  - 3.5.1 Definition of contract
  - 3.5.2 Formation of contract
    - 3.5.2.1 Offer
    - 3.5.2.2 Acceptance
    - 3.5.2.3 Consideration
    - 3.5.2.4 Intention to be legally binding
  - 3.5.3 Contract for real property
    - 3.5.3.1 General ingredients
    - 3.5.3.2 Special requirements in writing: parties, property, price, particular terms, signature
  - 3.5.4 Interpretation of contract
  - 3.5.5 Breach of contract and remedies
    - 3.5.5.1 Breach of contract
    - 3.5.5.2 Remedies: common law remedies, equitable remedies
  - 3.5.6 Misrepresentation
    - 3.5.6.1 Definition of misrepresentation

- 3.5.6.2 Remedies for misrepresentation
  - 3.5.7 Breach of contractual duties by agents and liabilities
- 3.6 Negligence
  - 3.6.1 Definition of negligence
  - 3.6.2 Ingredients of negligence
    - 3.6.2.1 Duty of care
    - 3.6.2.2 Breach of duty
    - 3.6.2.3 Injury or damages
  - 3.6.3 Negligent statement
    - 3.6.3.1 Ingredients of negligent statement: negligent statement, reliance by plaintiff, defendant knows reliance, reliance is reasonable, plaintiff suffers injuries or damages
    - 3.6.3.2 Restriction on liability
  - 3.6.4 Breach of duty of care by agents and liabilities
- 3.7 Other Ordinances relating to estate agency practice
  - 3.7.1 Conveyancing and Property Ordinance (Cap. 219)
    - 3.7.1.1 Land contracts to be in writing (Section 3)
    - 3.7.1.2 Certain instruments to be in writing (Section 5)
    - 3.7.1.3 Creation of interest in land by parol (Section 6)
  - 3.7.2 Land Registration Ordinance (Cap. 128)
    - 3.7.2.1 Registrable instruments
    - 3.7.2.2 Priority of interests in land
  - 3.7.3 Housing Ordinance (Cap. 283)
    - 3.7.3.1 Sale of land by Housing Authority (Section 17A)
    - 3.7.3.2 Particular conditions of sale (Section 17AA)
    - 3.7.3.3 Void alienations (Section 17B)
    - 3.7.3.4 Unlawful alienations (Section 27A)
    - 3.7.3.5 Alienation restrictions (Schedule)
  - 3.7.4 Personal Data (Privacy) Ordinance (Cap. 486)
    - 3.7.4.1 Definition of personal data (Section 2)
    - 3.7.4.2 Data protection principles: purpose and manner of collection of personal data, accuracy and duration of retention of personal data, use of personal data, security of personal data, information to be generally available, access to personal data (Schedule 1)
    - 3.7.4.3 Direct marketing (Sections 35A to 35M)
  - 3.7.5 Unconscionable Contracts Ordinance (Cap. 458)
    - 3.7.5.1 Circumstances under which unconscionability may be found (Section 6)
  - 3.7.6 Prevention of Bribery Ordinance (Cap. 201)
    - 3.7.6.1 Bribery for giving assistance with regard to contract (Section 5)



- 3.7.6.2 Corrupt transactions with agents (Section 9)
- 3.7.7 Misrepresentation Ordinance (Cap. 284)
  - 3.7.7.1 Damages for misrepresentation (Section 3(1))
  - 3.7.7.2 Rescission of contract (Section 3(2))
  - 3.7.7.3 Reasonableness test (Section 3(1) of Control of Exemption Clauses Ordinance) (Cap. 71)
- 3.7.8 Residential Properties (First-hand Sales) Ordinance (Cap. 621)
  - 3.7.8.1 Saleable area (Section 8(1))
  - 3.7.8.2 Application (Section 10)
  - 3.7.8.3 Sales brochure (Sections 15, 16, 20(2), 22, 24(1), 24(5) and 25)
  - 3.7.8.4 Price list, general expression of intent and specific expression of intent etc. (Sections 29, 31, 32, 34, 35(1) and 35(3))
  - 3.7.8.5 Measurements to be taken in show flat (Section 42)
  - 3.7.8.6 Sales arrangements and other information (Sections 47 and 49)
  - 3.7.8.7 Preliminary agreement and agreement (Sections 52(1) and 53)
  - 3.7.8.8 Register of transactions (Sections 58, 60 and 61)
  - 3.7.8.9 Advertisement (Sections 70, 71, 73(7) and 74)
  - 3.7.8.10 Penalties for misrepresentation and dissemination of false or misleading information (Sections 75, 76 and 78)
  - 3.7.8.11 Electronic database on first-hand residential properties (Section 89)
- 3.8 Conveyancing practice and procedures: from preliminary agreement for sale and purchase to completion
- 3.9 Mortgages
  - 3.9.1 Different forms of mortgage
  - 3.9.2 Essential terms of mortgage and their common variations
  - 3.9.3 Floating and fixed-rate mortgages
  - 3.9.4 Application procedures and usual considerations in approving mortgages
- 3.10 The basics of property-related taxation
  - 3.10.1 Stamp duty
  - 3.10.2 Property tax
  - 3.10.3 Government rent
  - 3.10.4 Rates
  - 3.10.5 Profits tax

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## Part 4

# Introduction to land registration, land search and property- related information systems

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Estate Agents are expected to be able to understand the essential elements of the different systems, to conduct and to supervise others to conduct searches and to interpret the information for clients.

| Which Section of the Syllabus | Level of Expectation   |
|-------------------------------|--|
| Part 4.1, 4.2 and 4.3         | Level 4 – Able to understand and to apply the knowledge to practical context of the industry |
| Part 4.4 and 4.5              | Level 2 – Basic knowledge  |

### 4.1 Technical terms and salient features of a land search:

4.1.1 Property particulars: lot number and address of the property, details of the government lease under which the lot is held (the annual government rent payable, the lease term, the commencement date of the term and whether the term is renewable or not) etc.

4.1.2 Owner’s particulars: name of registered owner(s), types of ownership (sole owner, joint tenants/tenants in common, trustee etc.), assignment, deed of gift, letters of administration, probate etc.

4.1.3 Incumbrances: occupation permit, deed of mutual covenant (“DMC”), certificate of compliance, agreement for sale and purchase, nomination, order, mortgage or legal charge, release etc.

4.1.4 Other information: memorial number, date of instrument, date of registration, nature of instruments, parties involved, consideration, deed pending registration etc.

### 4.2 Land search

4.2.1 Historical versus current land search

4.2.2 Various methods of conducting land search: Integrated Registration Information System (“IRIS”), via third parties, government charges

### 4.3 How to analyse a search document

4.3.1 Most common complications spotted in a search: any subsisting encumbrances in a land search and their effect etc.

4.3.2 When a historical and current land search/company search/online search of the Rating and Valuation Department etc. is necessary and items to be checked

4.3.3 When to resort to legal consultation

### 4.4 Publicly available statistical information

4.4.1 Basic statistics related to the real estate trade: population, age, number of households, wage/earnings, expenditure on housing

#### 4.4.2 Housing information

4.4.2.1 Land population, land domestic households, house size (Housing Department)

4.4.2.2 Government leases (Lands Department)

4.4.2.3 Housing supply and demand (Housing Department, Rating and Valuation Department): stock of permanent residential flats: private; public: Home Ownership Scheme, Private Sector Participation Scheme, Housing Society subsidised sale flat, Housing Authority rental flats, Housing Society rental flats; production of permanent residential flats: by nature and by location, future productions, redevelopment and clearance programme, total vacant private residential stock, housing demand projection; housing prices: prices of permanent residential flats

#### 4.4.3 Transaction information (Land Registry)

4.4.3.1 Sale and purchase agreements for building units and land

4.4.3.2 Floor plan

4.4.3.3 Rental information

#### 4.5 Access to other land/property information systems

4.5.1 Commercial property information providers

4.5.2 Internet: government department web pages, publicly available estate agency web pages

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## **Part 5**

### **Introduction to building-related knowledge, property classification and property management**

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Estate Agents are expected to be aware of the basic classification of and terminology for buildings and that different aspects of buildings are regulated by law. They are further expected to be aware of laws and technical concepts related to buildings.

| <b>Which Section of the Syllabus</b> | <b>Level of Expectation</b> |
|--------------------------------------|-----------------------------|
| The whole of Part 5                  | Level 1 – Awareness         |

#### 5.1 Government Lease conditions

5.1.1 Particulars of the lot

5.1.2 General conditions

5.1.3 Special conditions

5.1.4 Special categories

- 5.2 Town Planning Ordinance (Cap. 131)
  - 5.2.1 Land use zoning
  - 5.2.2 Planning permission
- 5.3 Buildings Ordinance (Cap. 123)
  - 5.3.1 Definitions
  - 5.3.2 Parties involved and their duties
  - 5.3.3 Building standards and safety
  - 5.3.4 Terminology
- 5.4 Issues affecting existing buildings
  - 5.4.1 Essential information
  - 5.4.2 Alterations and additions
  - 5.4.3 Change in use
- 5.5 Issues affecting new sites or re-development
  - 5.5.1 Development potential
  - 5.5.2 Building works
- 5.6 Property management
  - 5.6.1 DMC
  - 5.6.2 Essential elements of property management
  - 5.6.3 Building Management Ordinance (Cap. 344)

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## Part 6

### Principles and practice of property valuation

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Estate Agents are expected to be aware of the basic principles of property valuation to the extent that they can comprehend all the elements of a valuation report and when a valuation exercise is required.

| Which Section of the Syllabus | Level of Expectation |
|-------------------------------|----------------------|
| The whole of Part 6           | Level 1 – Awareness  |

- 6.1 Definition of value
- 6.2 Demand for and supply of landed property
  - 6.2.1 Factors and mechanisms affecting supply
  - 6.2.2 Factors affecting demand
- 6.3 Different possible values of landed property
  - 6.3.1 Market value
  - 6.3.2 Forced sale value

- 6.3.3 Insurance value
- 6.4 Methods of valuation
  - 6.4.1 Direct comparison
  - 6.4.2 Investment approach
  - 6.4.3 Profits approach
  - 6.4.4 Replacement costs approach
- 6.5 Site valuation method
  - 6.5.1 Comparative method
  - 6.5.2 Residual method of valuation
  - 6.5.3 Discounted cash-flow method
- 6.6 Property market
  - 6.6.1 Market trends and indicators
  - 6.6.2 Method of sales
- 6.7 Valuation reports

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## Part 7

### Leasing and tenancy matters

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Estate Agents are expected to understand the laws (specifically the Landlord and Tenant (Consolidation) Ordinance (Cap. 7)) and how they relate to practice.

| Which Section of the Syllabus | Level of Expectation   |
|-------------------------------|--|
| The whole of Part 7           | Level 4 – Able to understand and to apply the knowledge to practical context of the industry |

- 7.1 Types of tenancy
  - 7.1.1 Domestic
  - 7.1.2 Commercial
- 7.2 Stamp duty on tenancy agreement
- 7.3 Rights of tenant
  - 7.3.1 Exclusive possession
  - 7.3.2 Quiet enjoyment
- 7.4 Obligations of tenant
  - 7.4.1 Payment of rent
  - 7.4.2 Delivery of possession on termination of tenancy
- 7.5 Rights of landlord
  - 7.5.1 Receipt of rent

- 7.5.2 Re-possession on tenant’s default or statutory grounds
- 7.6 Obligations of landlord
  - 7.6.1 Structural and exterior repairs
- 7.7 Determination of tenancy
  - 7.7.1 By effluxion of time
  - 7.7.2 By mutual agreement
  - 7.7.3 The break clause
  - 7.7.4 Other means
- 7.8 Tenancy renewal procedures
  - 7.8.1 Renewal by agreement
  - 7.8.2 Other means
- 7.9 CR forms
  - 7.9.1 CR 109

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## Part 8

### Effective agency management and supervision of salespersons to ensure compliance

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Estate Agents are expected to be able to integrate the knowledge and understanding described in earlier sections to devise an effective management system and develop standard work procedures to ensure an agency’s or a branch office’s compliance with various regulatory requirements.

| Which Section of the Syllabus | Level of Expectation   |
|-------------------------------|--|
| The whole of Part 8           | Level 4 – Able to understand and to apply the knowledge to practical context of the industry |

- 8.1 Vicarious liability
  - 8.1.1 Employer and employee relationship
  - 8.1.2 Express and implied authority
  - 8.1.3 The meaning of “in the course of employment”
  - 8.1.4 Application in estate agency trade
- 8.2 Devising an effective management system and standard work procedures for Estate Agents and Salespersons to fulfil requirements of the EAO and setting up monitoring mechanisms
  - 8.2.1 Ensuring that Estate Agents and Salespersons are licensed and report appointments/cessation of employment to EAA
  - 8.2.2 Declaration of interest

- 8.2.3 Exercising due diligence
- 8.2.4 Following statutory procedures and provisions of prescribed property information
- 8.2.5 Protecting clients' personal data and providing accessibility
- 8.2.6 Keeping clients' accounts
- 8.2.7 Direct marketing
- 8.2.8 Information security
- 8.2.9 Preventive measures on money laundering
- 8.2.10 Appointment of debt-collection companies
- 8.3 Observation of other Ordinances
  - 8.3.1 Companies Ordinance (Cap. 622), Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32), Partnership Ordinance (Cap. 38), Employment Ordinance (Cap. 57), Ordinances in respect of equal opportunity (where applicable), Personal Data (Privacy) Ordinance (Cap. 486)
- 8.4 Management of property information
  - 8.4.1 How to gather, update and validate
  - 8.4.2 How to protect data
  - 8.4.3 Dissemination of data
- 8.5 Handling complaints and disputes over commission

## Appendix 2

### SALESPERSONS QUALIFYING EXAMINATION SYLLABUS

#### Preamble

| <b>Which Part of the Syllabus</b> | <b>Knowledge expected</b>   |
|-----------------------------------|---|
| Part 1                            | To be aware of the background of the real estate agency trade   |
| Part 2                            | To have a basic knowledge of the Estate Agents Ordinance (Cap. 511) (“EAO”) and the Estate Agents Authority (“EAA”); and<br>To be able to handle typical cases in line with EAA’s prescribed practice |
| Part 3                            | To be aware of the basic terminology and concepts of laws governing practice and the need to comply with the requirements of the law  |
| Part 4                            | To be aware of how prescribed property information is gathered, the terminology involved and be able to interpret the information for clients   |
| Part 5                            | To be aware of the basic classification of and terminology for buildings and that different aspects of buildings are regulated by law   |
| Part 6                            | To have a basic knowledge of the basic terminology and concepts of tenancy and the need to comply with the requirements of the law  |

#### **Levels of Expectation**

The following are indications which may assist candidates to understand the depth of knowledge that candidates are expected to acquire in each section of the syllabus.

Level 1 – Awareness

Level 2 – Basic knowledge

Level 3 – Basic knowledge plus ability to make use of the knowledge in practice

Level 4 – Understanding (i.e. able to relate to the context of the industry) plus ability to make use of the knowledge in practice



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# Part 1

## Introduction to the real estate agency industry in Hong Kong

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Salespersons are expected to be aware of the background of the trade.

| Which Section of the Syllabus | Level of Expectation |
|-------------------------------|----------------------|
| The whole of Part 1           | Level 1 – Awareness  |

- 1.1 Development of the real estate sector in Hong Kong: the different stages, and its relation to overall socio- economic development
- 1.2 Development of real estate practice in Hong Kong, including the growth from individually-based to company-based operations and the development of large chain enterprises; the relationship between the real estate agency trade and other professions and sectors: government departments, legal, banking, developers, building and construction, property management
- 1.3 Housing and land policy
  - 1.3.1 Housing and land policy and other major factors (political, economic restructuring, immigration) affecting property prices and their fluctuation cycles
  - 1.3.2 Technical factors affecting property prices: interest rates, economic indices, seasonal variations, mortgage policy
- 1.4 Property market supply and demand annual statistics
- 1.5 The role and functions of real estate agents in the property market: promoter and distributor
- 1.6 Rationale behind the introduction of EAO
- 1.7 Public expectations of the trade’s professionalism
  - 1.7.1 Consumers’ perspective of the trade in relation to their rights
  - 1.7.2 Professionalism in the context of real estate practice

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## Part 2

# Estate Agents Ordinance and estate agency practice

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Salespersons are required to have a basic knowledge of the EAO and EAA, to be conversant with EAA's prescribed practice for property sales and to be able to deal with typical cases.

| Which Section of the Syllabus | Level of Expectation  |
|-------------------------------|---|
| The whole of Part 2           | Level 3 – Basic knowledge plus ability to make use of the knowledge in practice |

- 2.1 The trade's regulatory and statutory body
  - 2.1.1 Principal functions and general powers of EAA
  - 2.1.2 Organisational structure of EAA
    - 2.1.2.1 Composition of EAA and its standing committees
    - 2.1.2.2 Organisational structure of EAA
    - 2.1.2.3 Role of the Chief Executive Officer ("CEO") in handling complaints and conducting investigations
    - 2.1.2.4 Inquiries by the Disciplinary Committee
- 2.2 Compliance with EAA's licensing requirements
  - 2.2.1 Obtaining a licence before practice
  - 2.2.2 Licensing requirements
- 2.3 Statutory duties of Salespersons and the EAO
  - 2.3.1 Definition of Salespersons
  - 2.3.2 The register
  - 2.3.3 Registered address
  - 2.3.4 Application for licence
  - 2.3.5 Renewal of licence
  - 2.3.6 Conditions attached to licence
  - 2.3.7 Suspension or revocation of licence
  - 2.3.8 Duties: information regarding properties and transactions, Section 40(1) notice, liability for monies received, advertising
  - 2.3.9 Standard forms: requirements for making agreements, contents of agreements, duty to supply unexecuted/executed agreement, Estate Agency Agreement for vendor/landlord, Estate Agency Agreement for purchaser/tenant, Property Information Form/Leasing Information Form, Vendor's Statement in the Property Information Form
  - 2.3.10 Investigation, Complaint and Discipline
    - 2.3.10.1 Exercise of disciplinary power

- 2.3.10.2 Publication of decision
- 2.3.11 Appeal
  - 2.3.11.1 Categories of appeal
  - 2.3.11.2 Appeal panel and tribunals
  - 2.3.11.3 Appeal tribunal proceedings
- 2.3.12 Offences by Salespersons (Section 55)
- 2.4 Code of Ethics
  - 2.4.1 Compliance with the law
  - 2.4.2 Good understanding of related legislation and requirements
  - 2.4.3 Professional knowledge and competence required
  - 2.4.4 Ethical and moral standards during practice and responsibilities towards clients
  - 2.4.5 Exercising due diligence
  - 2.4.6 Minimising any conflict-of-interest situations
  - 2.4.7 Relationship between agents and ethical standards to be observed in conducting business
- 2.5 Practice Regulation
  - 2.5.1 General duties of Salespersons
  - 2.5.2 Listing and seeking instructions
  - 2.5.3 Use of Estate Agency Agreement
  - 2.5.4 Advertising
  - 2.5.5 Provision of property information and exercise of due diligence
  - 2.5.6 Property inspection and viewing
  - 2.5.7 Conduct of negotiations
  - 2.5.8 Handling of clients' money and keeping of accounts and records
  - 2.5.9 Preliminary agreement for sale and purchase
  - 2.5.10 Commission
  - 2.5.11 Post-transaction services
- 2.6 Compliance with guidelines relevant to the trade
  - 2.6.1 Practice Circulars issued by the EAA

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## **Part 3**

# **Laws governing estate agency practice and conveyancing procedures**

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Salespersons are expected to be aware of the basic terminology and concepts of the laws and the need to comply with the requirements of the law. Awareness of conveyancing procedures, mortgages and taxation is also expected.

| Which Section of the Syllabus | Level of Expectation |
|-------------------------------|----------------------|
| The whole of Part 3           | Level 1 – Awareness  |

- 3.1 Basic concept of common law
  - 3.1.1 Definition of common law
  - 3.1.2 System of judicial precedent
- 3.2 Basic concept of equity
- 3.3 Statute law
- 3.4 Principles of the law of agency
  - 3.4.1 Mode of creation
    - 3.4.1.1 Express
    - 3.4.1.2 Implied
    - 3.4.1.3 Estoppel
    - 3.4.1.4 Ratification
  - 3.4.2 Duties of agent
    - 3.4.2.1 Obey lawful instructions
    - 3.4.2.2 Due care and diligence
    - 3.4.2.3 Disclose material information
    - 3.4.2.4 Avoid conflict of interest
    - 3.4.2.5 Keep secret confidential information
    - 3.4.2.6 Not to delegate duties
    - 3.4.2.7 Not to make secret profit
    - 3.4.2.8 No misrepresentation
  - 3.4.3 Termination of agency
    - 3.4.3.1 By mutual agreement
    - 3.4.3.2 Revocation by principal
    - 3.4.3.3 Renunciation by agent
    - 3.4.3.4 Supervening illegality
    - 3.4.3.5 Expiration
    - 3.4.3.6 Full fulfilment of terms
    - 3.4.3.7 Incapacity of principal or agent
    - 3.4.3.8 Destruction of subject matter
    - 3.4.3.9 Enemy status
- 3.5 Principles of the law of contract
  - 3.5.1 Definition of contract
  - 3.5.2 Formation of contract
    - 3.5.2.1 Offer

- 3.5.2.2 Acceptance
    - 3.5.2.3 Consideration
    - 3.5.2.4 Intention to be legally binding
  - 3.5.3 Contract for real property
    - 3.5.3.1 General ingredients
    - 3.5.3.2 Special requirements-in writing: parties, Property, price, particular terms, signature
  - 3.5.4 Interpretation of contract
  - 3.5.5 Breach of contract and remedies
    - 3.5.5.1 Breach of contract
    - 3.5.5.2 Remedies: common law remedies, equitable remedies
  - 3.5.6 Misrepresentation
    - 3.5.6.1 Definition of misrepresentation
    - 3.5.6.2 Remedies for misrepresentation
  - 3.5.7 Breach of contractual duties by agents and liabilities
- 3.6 Negligence
  - 3.6.1 Definition of negligence
  - 3.6.2 Ingredients of negligence
    - 3.6.2.1 Duty of care
    - 3.6.2.2 Breach of duty
    - 3.6.2.3 Injury or damages
  - 3.6.3 Negligent statement
    - 3.6.3.1 Ingredients of negligent statement: negligent statement, reliance by plaintiff, defendant knows reliance, reliance is reasonable, plaintiff suffers injuries or damages
    - 3.6.3.2 Restriction on liability
  - 3.6.4 Breach of duty of care by agent and liabilities
- 3.7 Other Ordinances relating to estate agency practice
  - 3.7.1 Conveyancing and Property Ordinance (Cap. 219)
    - 3.7.1.1 Land contracts to be in writing (Section 3)
    - 3.7.1.2 Certain instruments to be in writing (Section 5)
    - 3.7.1.3 Creation of interest in land by parol (Section 6)
  - 3.7.2 Land Registration Ordinance (Cap. 128)
    - 3.7.2.1 Registrable instruments
  - 3.7.3 Housing Ordinance (Cap. 283)
    - 3.7.3.1 Sale of land by Housing Authority (Section 17A)
    - 3.7.3.2 Particular conditions of sale (Section 17AA)
    - 3.7.3.3 Void alienations (Section 17B)
    - 3.7.3.4 Unlawful alienations (Section 27A)
    - 3.7.3.5 Alienation restrictions (Schedule)

- 3.7.4 Personal Data (Privacy) Ordinance (Cap. 486)
  - 3.7.4.1 Definition of personal data (Section 2)
  - 3.7.4.2 Data protection principles: purpose and manner of collection of personal data, accuracy and duration of retention of personal data, use of personal data, security of personal data, information to be generally available, access to personal data (Schedule 1)
  - 3.7.4.3 Direct marketing (Sections 35A to 35M)
- 3.7.5 Unconscionable Contracts Ordinance (Cap. 458) (Section 6)
- 3.7.6 Prevention of Bribery Ordinance (Cap. 201) (Sections 5 and 9)
- 3.7.7 Misrepresentation Ordinance (Cap. 284) (Section 3)
- 3.7.8 Residential Properties (First-hand Sales) Ordinance (Cap. 621)
  - 3.7.8.1 Saleable area (Section 8(1))
  - 3.7.8.2 Application (Section 10)
  - 3.7.8.3 Sales brochure (Sections 15, 16, 20(2), 22, 24(1), 24(5) and 25)
  - 3.7.8.4 Price list, general expression of intent and specific expression of intent etc. (Sections 29, 31, 32, 34, 35(1) and 35(3))
  - 3.7.8.5 Measurements to be taken in show flat (Section 42)
  - 3.7.8.6 Sales arrangements and other information (Sections 47 and 49)
  - 3.7.8.7 Preliminary agreement and agreement (Sections 52(1) and 53)
  - 3.7.8.8 Register of transactions (Sections 58, 60 and 61)
  - 3.7.8.9 Advertisement (Sections 70, 71, 73(7) and 74)
  - 3.7.8.10 Penalties for misrepresentation and dissemination of false or misleading information (Sections 75, 76 and 78)
  - 3.7.8.11 Electronic database on first-hand residential properties (Section 89)
- 3.8 Conveyancing practice and procedures: from preliminary agreement for sale and purchase to completion
- 3.9 Mortgages
  - 3.9.1 Different forms of mortgage
  - 3.9.2 Essential terms of mortgage and their common variations
  - 3.9.3 Floating and fixed-rate mortgages
  - 3.9.4 Application procedures and usual considerations in approving mortgages
- 3.10 The basics of property-related taxation
  - 3.10.1 Stamp duty
  - 3.10.2 Property tax
  - 3.10.3 Government rent
  - 3.10.4 Rates
  - 3.10.5 Profits tax

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## Part 4

# Introduction to land registration, land search and property- related information systems

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Salespersons are expected to be aware of how information is derived to conduct typical searches, the terminology involved, and to be able to interpret the information for clients.

| Which Section of the Syllabus | Level of Expectation  |
|-------------------------------|---|
| Part 4.1, 4.4 and 4.5         | Level 1 – Awareness   |
| Part 4.2 and 4.3              | Level 3 – Basic knowledge plus ability to make use of the knowledge in practice |

### 4.1 Technical terms and salient features of a land search

4.1.1 Property particulars: lot number and address of the property, details of the government lease under which the lot is held (the annual government rent payable, the lease term, the commencement date of the term and whether the term is renewable or not) etc.

4.1.2 Owner particulars: name of registered owner(s), types of ownership (sole owner, joint tenants/tenants in common, trustee etc.), assignment, deed of gift, letters of administration, probate etc.

4.1.3 Incumbrances: occupation permit, deed of mutual covenant (“DMC”), certificate of compliance, agreement for sale and purchase, nomination, order, mortgage or legal charge, release etc.

4.1.4 Other information: memorial number, date of instrument, date of registration, nature of instruments, parties involved, consideration, deed pending registration etc.

### 4.2 Land search

4.2.1 Historical versus current land search

4.2.2 Various methods of conducting land search: Integrated Registration Information System (“IRIS”), via third parties, government charges

### 4.3 How to analyse a search document

4.3.1 Most common complications spotted in a search: any subsisting encumbrances in a land search and their effect etc.

4.3.2 When a historical and current land search/company search/online search of the Rating and Valuation Department etc. is necessary and items to be checked

4.3.3 When to resort to legal consultation

### 4.4 Publicly available statistical information

4.4.1 Basic statistics related to the real estate trade: population, age, number of households, wage/earnings, expenditure on housing

- 4.4.2 Housing information
  - 4.4.2.1 Land population, land domestic household, house size (Housing Department)
  - 4.4.2.2 Government lease (Lands Department)
  - 4.4.2.3 Housing supply and demand (Housing Department, Rating and Valuation Department): stock of permanent residential flats: private; public: Home Ownership Scheme, Private Sector Participation Scheme, Housing Society subsidised sale flat, Housing Authority rental flats, Housing Society rental flats; production of permanent residential flats: by nature and by location, future production, redevelopment and clearance programme, total vacant private residential stock, housing demand projection; housing prices: prices of permanent residential flats
- 4.4.3 Transaction information (Land Registry)
  - 4.4.3.1 Sale and purchase agreements for building units and land
  - 4.4.3.2 Floor plan
  - 4.4.3.3 Rental information
- 4.5 Access to other land/property information systems
  - 4.5.1 Commercial property information providers
  - 4.5.2 Internet: government department web pages, publicly available estate agency web pages

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## **Part 5**

### **Introduction to building-related knowledge, property classification and property management**

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Salespersons are expected to be aware of the basic classification and terminology of buildings and that different aspects of buildings are regulated by law.

| <b>Which Section of the Syllabus</b> | <b>Level of Expectation</b> |
|--------------------------------------|-----------------------------|
| The whole of Part 5                  | Level 1 – Awareness         |

- 5.1 Government Lease conditions
  - 5.1.1 Particulars of the lot
  - 5.1.2 General conditions
  - 5.1.3 Special conditions
  - 5.1.4 Special categories
- 5.2 Buildings Ordinance (Cap. 123)
  - 5.2.1 Definition
  - 5.2.2 Parties involved and their duties



- 5.3 Issues affecting existing buildings
  - 5.3.1 Essential information
  - 5.3.2 Alterations and additions
  - 5.3.3 Change in use
- 5.4 Property management
  - 5.4.1 DMC
  - 5.4.2 Essential elements of property management
  - 5.4.3 Building Management Ordinance (Cap. 344)

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## Part 6

### Leasing and tenancy matters

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Salespersons are expected to have a basic knowledge of the terminology and concepts involved and the need to comply with the requirements of the law (specifically the Landlord and Tenant (Consolidation) Ordinance (Cap. 7)).

| Which Section of the Syllabus | Level of Expectation  |
|-------------------------------|---|
| The whole of Part 6           | Level 3 – Basic knowledge plus ability to make use of the knowledge in practice |

- 6.1 Types of tenancy
  - 6.1.1 Domestic
  - 6.1.2 Commercial
- 6.2 Stamp duty on tenancy agreement
- 6.3 Rights of tenant
  - 6.3.1 Exclusive possession
  - 6.3.2 Quiet enjoyment
- 6.4 Obligations of tenant
  - 6.4.1 Payment of rent
  - 6.4.2 Delivery of possession on termination of tenancy
- 6.5 Rights of landlord
  - 6.5.1 Receipt of rent
  - 6.5.2 Re-possession on tenant's default or statutory grounds
- 6.6 Obligations of landlord
  - 6.6.1 Structural and exterior repairs

- 6.7 Determination of tenancy
  - 6.7.1 By effluxion of time
  - 6.7.2 By mutual agreement
  - 6.7.3 The break clause
  - 6.7.4 Other means
- 6.8 Tenancy renewal procedures
  - 6.8.1 Renewal by agreement
  - 6.8.2 Other means
- 6.9 CR forms
  - 6.9.1 CR 109

# Appendix 3

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## SAMPLE QUESTIONS AND ANSWERS

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### Notes :

#### 1. All references to:

- (a) “Hong Kong” shall mean the Hong Kong Special Administrative Region (“HKSAR”).
- (b) “Government” shall mean The Government of the HKSAR.
- (c) the “Code of Ethics” shall mean the Code of Ethics issued by the Estate Agents Authority.
- (d) the “Practice Circular” shall mean the practice circulars issued by the Estate Agents Authority.
- (e) the “Licensing Regulation” shall mean the Estate Agents (Licensing) Regulation.
- (f) the “Practice Regulation” shall mean the Estate Agents Practice (General Duties and Hong Kong Residential Properties) Regulation.
- (g) a gender shall include the opposite and the neuter gender.
- (h) the singular shall include the plural and vice versa.

#### 2. Unless otherwise stated:

- (a) the Estate Agents Ordinance and its subsidiary legislation shall apply to all questions.
- (b) “estate agent”, “licensee” and “salesperson” shall mean a person holding a relevant licence under the Estate Agents Ordinance.
- (c) a “land search” refers to the land register of a property in the Land Registry.
- (d) “Property Information Form (Form 1)” and “Leasing Information Form (Form 2)” refer to the corresponding forms prescribed in the Practice Regulation.
- (d) “Estate Agency Agreement (Form 3)”, “Estate Agency Agreement (Form 4)”, “Estate Agency Agreement (Form 5)” and “Estate Agency Agreement (Form 6)” refer to the corresponding agreements prescribed in the Practice Regulation.

### 3. Table of Stamp Duty Rates:

Where the stamp duty calculated includes a fraction of \$1, round-up the duty to the nearest \$1.

#### Sale or Transfer of Immovable Property

##### A. Ad Valorem Stamp Duty (AVD)

###### Scale 1 AVD Rates

Part 1 of Scale 1:

A flat rate of 15% of the consideration or value of the property (whichever is the higher)

###### Scale 2 AVD Rates

| Consideration or value of the property<br>(whichever is the higher) | Rates at Scale 2                                |
|---|---|
| Up to \$2,000,000   | \$100   |
| \$2,000,001 to \$2,351,760  | \$100 + 10% of the excess over \$2,000,000      |
| \$2,351,761 to \$3,000,000  | 1.50%   |
| \$3,000,001 to \$3,290,320  | \$45,000 + 10% of the excess over \$3,000,000   |
| \$3,290,321 to \$4,000,000  | 2.25%   |
| \$4,000,001 to \$4,428,570  | \$90,000 + 10% of the excess over \$4,000,000   |
| \$4,428,571 to \$6,000,000  | 3.00%   |
| \$6,000,001 to \$6,720,000  | \$180,000 + 10% of the excess over \$6,000,000  |
| \$6,720,001 to \$20,000,000   | 3.75%   |
| \$20,000,001 to \$21,739,120  | \$750,000 + 10% of the excess over \$20,000,000 |
| \$21,739,121 and above  | 4.25%   |

Note: The exact consideration or value is used to compute AVD for property transfers and rounding-up to the nearest \$100 is not required.

##### B. Special Stamp Duty (SSD)

With effect from 20 November 2010, unless specifically exempted or otherwise provided, any residential property acquired on or after 20 November 2010, either by an individual or a company (regardless of where it is incorporated), and resold within 24 months (the property was acquired on or after 20 November 2010 and before 27 October 2012) or 36 months (the property was acquired on or after 27 October 2012), will be subject to SSD. SSD is calculated by reference to the stated consideration or the market value of the property (whichever is the higher), at the following rates for different holding periods of the property by the seller or transferor before disposal:-

| Holding period                                | The property was acquired on or after 20 November 2010 and before 27 October 2012 | The property was acquired on or after 27 October 2012 |
|---|---|---|
| 6 months or less                              | 15%   | 20%   |
| More than 6 months but for 12 months or less  | 10%   | 15%   |
| More than 12 months but for 24 months or less | 5%  | 10%   |
| More than 24 months but for 36 months or less | -   | 10%   |

**C. Buyer's Stamp Duty (BSD)**

With effect from 27 October 2012, unless specifically exempted or otherwise provided, BSD is payable on an agreement for sale or a conveyance on sale executed for the acquisition of any residential property. BSD is charged at 15% on the stated consideration or the market value of the property (whichever is the higher).

**Lease**

For lease of immovable property in Hong Kong, stamp duty is calculated at rates which vary with the term of the lease as follows:-

| Term  |                 | Rate   |
|---|-----------------|--|
| Not defined or is uncertain                             |                 | 0.25% of the yearly or average yearly rent (see Note)  |
| Exceeds   | Does not exceed |  |
|   | 1 year          | 0.25% of the total rent payable over the term of the lease (see Note)  |
| 1 year  | 3 years         | 0.5% of the yearly or average yearly rent (see Note)   |
| 3 years   |                 | 1% of the yearly or average yearly rent (see Note)   |
| Key money, construction fee etc. mentioned in the lease |                 | 4.25% of the consideration if rent is also payable under the lease. Otherwise, same duty as for a sale of immovable property |

Note: The yearly rent/average yearly rent/total rent has to be rounded-up to the nearest \$100.

**PLEASE CHOOSE THE BEST ANSWER**

\* Indicates the correct answer

1. Which of the following type(s) of information may be found in the Government Gazette?
- (i) names of candidates passing the Estate Agents Qualifying Examinations
  - (ii) names of licensees who have had specified conditions attached to their licence by the Disciplinary Committee
  - (iii) names of licensees whose licence has been suspended by the Disciplinary Committee
- A. (ii) only
- B. (iii) only
- C. (i) and (ii) only
- D. (i) and (iii) only
- \* E. (ii) and (iii) only
2. A purchaser intends to buy a flat for \$3 million. The land search shows that the vendor bought the flat in 2009 for \$6 million and mortgaged it to Money Bank under an “all monies” mortgage. In the circumstances, which of the following advice from the purchaser’s estate agent would best protect the purchaser’s interests?
- A. To pay the deposit by way of post-dated cheque
- B. To lower the offer to \$2.7 million
- C. To pay as little deposit as possible so as to minimise the purchaser’s loss in the event that the vendor is unable to complete the sale
- \* D. To have the deposit stakeheld by the vendor’s solicitors until the balance of the purchase price payable on completion is found sufficient to discharge the existing mortgage
- E. To pay the deposit direct to Money Bank so that the bank cannot foreclose on the property
3. Raymond is an estate agent who often refers clients to ABC Bank for mortgages. In order to secure favourable valuations, he gives the mortgage clerk of the bank \$2,000 per month. Which of the following Ordinance(s)/Code has/have Raymond breached?
- (i) Prevention of Bribery Ordinance
  - (ii) Conveyancing and Property Ordinance
  - (iii) Code of Ethics
- A. (i) only
- B. (ii) only
- C. (iii) only
- \* D. (i) and (iii) only
- E. (ii) and (iii) only
4. Under the Estate Agents Ordinance, which of the following are among the factors that the Estate Agents Authority must consider in determining whether a person is “a fit and proper person” to hold an estate agent’s licence (individual) or a salesperson’s licence?
- (i) The person is an undischarged bankrupt.
  - (ii) The person is a mentally disordered person within the meaning of the Mental Health Ordinance.
  - (iii) The person has relevant work experience.
  - (iv) The person was convicted of the offence of theft by a court in Hong Kong.
- A. (i) and (ii) only
- \* B. (i), (ii) and (iv) only
- C. (i), (iii) and (iv) only
- D. (ii), (iii) and (iv) only
- E. (i), (ii), (iii) and (iv)

5. Under the Practice Regulation, the vendor's estate agent shall have in his possession which of the following information relating to his client's property?
- (i) current ownership and subsisting encumbrances
  - (ii) saleable area
  - (iii) user of property
- A. (i) only
- B. (i) and (ii) only
- C. (i) and (iii) only
- D. (ii) and (iii) only
- \* E. (i), (ii) and (iii)
6. It is common for a married couple to own a property as joint tenants because:
- (i) any one of them can sign the provisional agreement on behalf of the other by virtue of his capacity as a joint tenant when selling the property
  - (ii) if one of them assigns his interest in the property to a third person by way of gift with the other co-owner's consent, no stamp duty is payable on the assignment
  - (iii) if one of them passes away, the survivor has an automatic right of succession to the deceased's interest in the property
- \* A. (iii) only
- B. (i) and (ii) only
- C. (i) and (iii) only
- D. (ii) and (iii) only
- E. (i), (ii) and (iii)
7. Despite the vendor client's insistence that she will not list or sell her property for anything less than \$5.2 million, a dual agent takes the initiative to advertise the property for a "may try" price of \$4.8 million and persuades a purchaser client to view the property, suggesting that it is a good buy. The agent may have breached the provisions of which of the following?
- (i) Practice Regulation – for advertising the property at a price other than that instructed by his vendor client
  - (ii) Code of Ethics – (in his capacity as the purchaser's agent) for knowingly showing his purchaser client a property with a fictitious list price
  - (iii) the general conditions of his licence
- A. (i) only
- B. (ii) only
- \* C. (i) and (ii) only
- D. (i) and (iii) only
- E. (ii) and (iii) only
8. Which of the following statements is **NOT** included as a Data Protection Principle under the Personal Data (Privacy) Ordinance?
- \* A. Personal data may be used for any purpose that benefits the data subject provided that he is informed of such purpose as soon as possible after such use
  - B. Personal data shall not be kept longer than is necessary for the fulfilment of the purpose of collection
  - C. Personal data shall be collected for a lawful purpose
  - D. A data user shall take all practicable steps to prevent any accidental access to the personal data it holds
  - E. A data subject shall have access to his personal data held by a data user

9. Which of the following statements in respect of a Deed of Gift of a property is **NOT CORRECT**?
- \* A. It is not registrable in the Land Registry
  - B. It is a document of title
  - C. It may be invalidated by the bankruptcy of the donor
  - D. It may be made in favour of more than one donee
  - E. It is charged for stamp duty at the full market value of the property
10. Which of the following persons/bodies are normally parties to the Deed of Mutual Covenant of a building?
- (i) the developer
  - (ii) the Transport and Housing Bureau
  - (iii) the first purchaser buying from the developer
  - (iv) the management company
- A. (i) and (iii) only
  - B. (i) and (iv) only
  - C. (ii) and (iii) only
  - \* D. (i), (iii) and (iv) only
  - E. (i), (ii), (iii) and (iv)
11. Under common law, which of the following is **NOT** an essential element of a contract?
- A. Offer
  - B. Acceptance
  - C. Consideration
  - \* D. Remedies for breach
  - E. Intention to contract
12. Tim's estate agent's licence was recently revoked by the Estate Agents Authority. Under the Estate Agents Ordinance and the Licensing Regulation, Tim is **NOT** entitled to make an application for a licence without the consent of the Estate Agents Authority within what period of the revocation date?
- A. 6 months
  - B. 9 months
  - \* C. 12 months
  - D. 18 months
  - E. 24 months
13. A recruitment advertisement reads: "Estate agents required. Single female without children preferred." This advertisement may be in breach of which of the following anti-discrimination laws in Hong Kong?
- (i) Sex Discrimination Ordinance
  - (ii) Disability Discrimination Ordinance
  - (iii) Family Status Discrimination Ordinance
- A. (i) only
  - B. (ii) only
  - C. (iii) only
  - D. (i) and (ii) only
  - \* E. (i) and (iii) only
14. A tenancy agreement signed in April 2009 has the following terms:
1. Duration : 24 months
  2. Monthly Rent :  
\$10,000 for the first 12 months  
\$15,000 for the last 12 months
  3. Rent-free period: the first 3 months
- Inclusive of a counterpart tenancy agreement, what is the total stamp duty payable?



- A. \$600
- B. \$625
- \* C. \$680
- D. \$750
- E. \$900

**Note:**

**The following is a sample of the case study of the Qualifying Examinations. The complexity of the Case Study in an actual examination may be different from what is shown, or there may be two short cases instead of a long one. Only 8 questions are shown here for illustration purpose.**

**Part II**

**CASE STUDY**

**Leasing of Property A**

1. Teddy is the tenant of Flat A, 12<sup>th</sup> Floor, Fragrant Garden, 25 Sunflower Road, Hong Kong (“Property A”), and for years has been sharing it with his brother, Sales. The current 2-year tenancy agreement has a few more months to run. Sales graduated last month and now works as a salesperson for XYZ Estate Agency (“XYZ”) which is located very near Property A.
2. Teddy has just found a new job in Macau and so will soon move over there. Knowing that with no proof of stable income the landlord will probably be reluctant to transfer the tenancy to Sales, Teddy agrees to continue to deal with the landlord as if he were to remain the tenant, so long as Sales continues to pay the rent and also a small amount of “tea money” to Teddy for all the trouble every month.

**Listing of Property A**

3. One day in April 2010, Mr. Au Tsz Bun (“Au”) walked into XYZ and enquired with Sales the procedures for arranging the sale of his property with a sitting

tenant. Sales immediately realised that Au is his landlord when Au gave him the address of Property A. Sales however did not tell Au he lives there. Sales suggested that if Au appointed XYZ as an exclusive agent for 6 months, XYZ will advertise Property A on the front page of *Property Post*, a popular weekly property magazine, for the whole period.

4. Au asked if the exclusive agency can be for a shorter period, and Sales told him that it has been XYZ’s policy to require six months minimum for exclusive agency services. After some negotiation, Au agreed to appoint XYZ as exclusive agent for Property A for four months and as non-exclusive agent for the following two months. Sales started completing Form 1 and Form 3.
5. Au agreed to list Property A for \$3 million, which was recorded in Form 3. Sales phoned Banker Q who gave a verbal valuation of \$2.5 million only. Au said he would not sell Property A for anything less than \$2.8 million. XYZ’s computer record showed that in the past month two nearby comparable properties fetched \$2.45 million and \$2.5 million respectively, and Sales considered it a waste of valuable marketing resources to advertise Property A for \$3 million.
6. Sales believed that for the best interest of Au it would be vital marketing strategy to get prospective purchasers to enquire of and take a look at Property A, and so he decided to advertise Property A with a “try price” of \$2.4 million alongside a list price of \$3 million in *Property Post*. The day after Property A was advertised Sales received an offer of \$2.45 million from Client A. The following day Client B offered \$2.5 million, and at the same time Client C informed Sales that he might make a higher offer the next day after checking valuation, and requested Sales not to present Au with offers from any clients until Client C made an offer.

**Ownership of Property A**

7. Au told Sales that though Property A has been in the joint names of himself and his wife, he is in fact the sole beneficial owner

because all deposits and mortgage payments have been paid by him. Au also told Sales that his wife has agreed to sell Property A in exchange for him agreeing to a divorce; that she now lives somewhere in Mainland China and Au is doubtful if he can locate her to sign any documents to sell Property A.

C: Letter from Tai Dai Wai & Co.

8. As proof that all mortgage payments have been made by him, Au showed Sales his bank pass book and some recent mortgage repayment receipts. Au also produced a signed Declaration of Authority (**Annex A**) stating that Au would bear full responsibility for any problem that might arise from his wife, Chan Ngar Man (“Chan”) not signing the *estate agency agreement* and provisional agreement. Au assured Sales that the Declaration is a valid authorisation.
9. **Annex B** is a land search of Property A. Au told Sales there is no need to worry about the court order as his wife has no legal interest in Property A. Au showed Sales a letter from his solicitors to prove that he is the sole beneficial owner of Property A (**Annex C**).

#### **List of Annexes:**

- A: Declaration of Authority
- B: Land Search Record

**DECLARATION OF AUTHORITY**

To: (estate agent/purchaser) \_\_\_\_\_

I declare and confirm that I have obtained the authority of Chan Ngar Man (joint owner of Flat A, 12<sup>th</sup> Floor, Fragrant Garden, 25 Sunflower Road, Hong Kong ) to sign any [estate agency/provisional sale and purchase] agreement in respect of the above property on her behalf.

I warrant that I shall perform the terms of the agreement so signed and shall indemnify you against all damages and costs for anything arising from my signing the agreement on her behalf.

Signature : Au Tsz Bun

Name/HKID of representative : Au Tsz Bun / D123456(7)

Address : Room 123, Fat Fat Building, No.123 Treetop Road, Hong Kong.

Date: 30th December 2009

**土地註冊處 THE LAND REGISTRY  
土地登記冊 LAND REGISTER**

印製於 PRINTED AT: INTERNET SEARCH (DOWNLOAD)  
查冊日期及時間 SEARCH DATE AND TIME: 15/04/2010 10:39  
查冊者姓名 NAME OF SEARCHER: X  
查冊種類 SEARCH TYPE: HISTORICAL AND CURRENT

本登記冊列明有關物業截至 15/04/2010 08:30 之資料  
THE INFORMATION SET OUT BELOW CONTAINS PARTICULARS OF THE PROPERTY UP TO 08:30 ON 15/04/2010.

備存土地紀錄以供市民查閱旨在防止秘密及有欺詐成分的物業轉易，以及提供容易追溯和確定土地財產及不動產業權的方法。土地紀錄內載的資料不得用於與土地紀錄的宗旨無關之目的，使用所提供的資料須符合《個人資料（私隱）條例》的規定。

The land records are kept and made available to members of the public to prevent secret and fraudulent conveyances, and to provide means whereby the titles to real and immovable property may be easily traced and ascertained. The information contained in the land records shall not be used for purposes that are not related to the purposes of the land records. The use of information provided is subject to the provisions in the Personal Data (Privacy) Ordinance.

**物業資料**

**PROPERTY PARTICULARS**

物業參考編號

PROPERTY REFERENCE NUMBER (PRN) :

地段編號

LOT NO. : INLAND LOT NO.1021

批約 HELD UNDER : GOVERNMENT LEASE

年期 LEASE TERM : 75 YEARS RENEWABLE FOR 75 YEARS

開始日期 COMMENCEMENT OF LEASE TERM : 07/ 09/ 1898

每年地稅 RENT PER ANNUM : \$2.00

所佔地段份數

SHARE OF THE LOT : 7/1213

物業地址

ADDRESS : FLAT A ON 12<sup>th</sup> FLOOR  
FRAGRANT GARDEN  
25 SUNFLOWER ROAD  
HONG KONG

物業備註 REMARKS :

**業主資料**

**OWNER PARTICULARS**

| 業主姓名<br>NAME OF OWNER       | 身分 (如非唯一擁有人)<br>CAPACITY<br>(IF NOT SOLE OWNER) | 註冊摘要編號<br>MEMORIAL NO.                     | 文件日期<br>DATE OF<br>INSTRUMENT | 註冊日期<br>DATE OF<br>REGISTRATION | 代價<br>CONSIDERATION |
|-----------------------------|---|--|-------------------------------|---------------------------------|---------------------|
| FRAGRANT COMPANY LIMITED    |   | UB704717<br>REMARKS: ASSIGNMENT OF IL1021  | 11/ 08/ 1976                  | 08/ 09/ 1976                    | \$800,000.00        |
| CHEUNG SIU HENG             |   | UB903534<br>REMARKS : ASSIGNMENT WITH PLAN | -                             | -                               | -                   |
| AU TSZ BUN<br>CHAN NGAR MAN | JOINT TENANT<br>JOINT TENANT                    | UB1973047                                  | 07/ 11/ 1986                  | 16/ 11/ 1986                    | \$380,000.00        |

**物業涉及的轉轉**  
**INCUMBRANCES**

| <u>註冊摘要編號</u><br>MEMORIAL NO. | <u>文件日期</u><br>DATE OF INSTRUMENT | <u>註冊日期</u><br>DATE OF REGISTRATION | <u>文件性質</u><br>NATURE   | <u>受惠各方</u><br>IN FAVOUR OF  | <u>代價</u><br>CONSIDERATION |
|-------------------------------|-----------------------------------|-------------------------------------|---|--|----------------------------|
| UB749889                      | 20/ 04/ 1977                      | 19/ 05/ 1977                        | BUILDING MORTGAGE   | BIG BANK   |                            |
| UB843764                      | 03/ 01/ 1979                      | 23/ 01/ 1979                        | DISCHARGE BY RECEIPT  |  |                            |
| UB900629                      | 12/ 10/ 1979                      | 03/ 11/ 1979                        | DEED OF MUTUAL COVENANT   |  | --                         |
| UB1942701                     | 21/ 08/ 1986                      | 12/ 09/ 1986                        | AGREEMENT FOR SALE AND PURCHASE                                   | AU TSZ BUN<br>CHAN NGAR MAN<br>(JOINT TENANTS)<br>REMARKS: SEE ASSIGNMENT<br>MEMORIAL NO.UB1973047 | \$380,000.00               |
| UB1973048                     | 07/ 11/ 1986                      | 16/ 11/ 1986                        | MORTGAGE TO SECURE GENERAL BANKING FACILITIES                     | SMALL BANK   |                            |
| 09121546435763                | 20/ 11/ 2009                      | 15/ 12/ 2009                        | CERTIFIED TRUE COPY NOTICE OF AN APPLICATION FOR ANCILLARY RELIEF | AU CHAN NGAR MAN "PETITIONER"<br>AU TSZ BUN "RESPONDENT"<br>REMARKS: IN F.C.M.C.NO.4604 OF 2009    |                            |

**等待註冊的契約**

**DEEDS PENDING REGISTRATION**

無 NIL

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登記冊末端 END OF REGISTER

**TAI DAI WAI & Co.  
Solicitors and Notaries**

Your Ref.: CCW/SC/B00-55/SC  
Our Ref.: BBC/135

22 January 2010

Messrs. But Siu Ming & Co.  
Solicitors, Suite 123, 1/F.,  
Ho Ho Building,  
7 Queen's Road Central,  
Hong Kong.

Dear Sirs,

**Re: F.C.M.C.No. 4604 of 2009**

We are in receipt of your letter of 20 January 2010, the assertions therein are denied absolutely. We are instructed that your client, Chan Ngar Man, has agreed not to ask for any maintenance costs should our client, Mr. Au Tsz Bun, expedite the divorce proceedings, which condition our client has indeed complied with.

Though your client has been named a joint owner of the property at Flat A, 12<sup>th</sup> Floor, Fragrant Garden, 25 Sunflower Road, Hong Kong, we are instructed our client is its sole beneficial owner as the deposit for the property purchase and all monthly mortgage repayments are paid by our client (see copies of payment receipts enclosed). Your client is therefore holding her share of the property, if any (which is denied), in trust for our client only.

We hereby demand you to cause the registration of the Notice of Application for Ancillary Relief to be vacated within 14 days of this letter. All our client's rights are hereby reserved.

Yours faithfully,

*[signed]*  
Tai Dai Wai & Co.

Encl.(omitted in case study)

1. For the purpose of completing the *Property Information Form* (Form 1), which of the following is/are current and subsisting encumbrances on Property A according to the land search?
- (i) Building Mortgage Memorial No.UB749889
  - (ii) Mortgage Memorial No.UB1973048
  - (iii) Certified True Copy Notice of An Application for Ancillary Relief Memorial No.09121546435763
- A. (iii) only
- B. (i) and (ii) only
- C. (i) and (iii) only
- \* D. (ii) and (iii) only
- E. (i), (ii) and (iii)
2. Which of the following statements is/are correct?
- (i) Cheung Siu Heng was the vendor in Agreement Memorial No.UB1942701
  - (ii) the purchase of Property A by Au and Chan was financed by a mortgage loan under Mortgage Memorial No.UB1973048
  - (iii) Certified True Copy Notice of An Application for Ancillary Relief Memorial No.09121546435763 shows that Chan has legally become the sole owner of Property A
- A. (ii) only
- \* B. (i) and (ii) only
- C. (i) and (iii) only
- D. (ii) and (iii) only
- E. (i), (ii) and (iii)
3. For the purposes of completing the *Property Information Form* (Form 1) in April 2010, what is the unexpired term of the Government lease inclusive of the renewable term (a period exceeding six months shall be counted as one year)?
- A. 32 years
- \* B. 38 years
- C. 50 years
- D. 75 years
- E. 150 years
4. Which of the following statements about Sales' disclosure of interests under Clause 9 of the Estate Agency Agreement (Form 3) is/are correct?
- (i) there is nothing for him to disclose
  - (ii) he should disclose that he resides in Property A of which his brother is the tenant
  - (iii) he should disclose that his brother is the tenant of Property A
  - (iv) he should disclose the selling price of comparable properties
- A. (i) only
- B. (iii) only
- \* C. (ii) and (iii) only
- D. (ii) and (iv) only
- E. (iii) and (iv) only

5. In respect of the offers from Client A and Client B and the potential offer from Client C, Sales should:
- balance of purchase price is sufficient to discharge all mortgages and charges
- A. not inform Au of offers below \$2.8 million (iii) Not to be released until a land search is available
- B. inform Au of Client B's offer only A. (i) only
- \* C. inform Au of the offers received from Clients A and B in the order he received them B. (ii) only
- D. inform Au of Client B's offer and then Client A's offer C. (iii) only
- E. wait for Client C's offer and then inform Au of all the three offers received in the order he received them \* D. (i) and (ii) only
- E. (i) and (iii) only
6. To comply with the Practice Regulation and the Practice Circular, Sales may advertise Property A at which of the following price(s) if there are no further written instructions?
- (i) \$3 million
- (ii) \$2.5 million
- (iii) \$2.4 million
- \* A. (i) only
- B. (i) and (ii) only
- C. (i) and (iii) only
- D. (ii) and (iii) only
- E. (i), (ii) and (iii)
7. Sales is a dual agent also serving the client who agreed to buy Property A. As it was a Sunday, the purchaser could not reach his lawyer for advice about the various matters shown on the land search. Au was adamant that unless the agreement was signed on that day he would not sell to the purchaser. To resolve the deadlock, Sales suggested that all deposits should be stakeheld by Au's solicitors as he thought this would best protect both clients' interests. Both parties agreed and Sales proceeded to complete the provisional agreement. To protect his clients' interests, how should the deposits be stakeheld?
- (i) Not to be released until the purchaser accepts the title
- (ii) Not to be released until there is evidence to prove that the
8. For Au to validly execute on behalf of Chan all agreements and assignments for the sale of Property A, which of the following steps need be taken?
- (i) Au executes the Declaration of Authority as a deed under seal
- (ii) Chan writes Au an authorisation letter showing her signature consenting to the sale of Property A
- (iii) Chan executes a power of attorney by deed appointing Au to execute documents relating to the sale of Property A on her behalf
- A. (i) only
- \* B. (iii) only
- C. (i) or (ii) only
- D. (i) or (iii) only
- E. (ii) or (iii) only



## Appendix 4

### SAMPLES OF QUESTION BOOK FRONT COVERS AND ANSWER SHEET

|                               |          |
|-------------------------------|----------|
| <b>Question Book Version:</b> | <b>A</b> |
| <b>Candidate No.:</b>         |          |
| <b>Seat No.:</b>              |          |

### ESTATE AGENTS QUALIFYING EXAMINATION

### QUESTION BOOK

**6:30 p.m. – 9:30 p.m. (3 hours)**

1. Each candidate is given **ONE Question Book** and **ONE Answer Sheet**. If you have more than one Question Book and/or one Answer Sheet, please raise your hand and inform an invigilator.
2. When told by the invigilator to open this Question Book, please check that there are **50 questions**. The words 'END OF PAPER' appear after Question 50.
3. Answer **ALL** questions. **All answers should be marked on the Answer Sheet**.
4. Part I (Question 1 to Question 30) carries 60 marks, and Part II (Question 31 to Question 50) carries 40 marks.
5. You may give **only ONE answer for each question**. No mark will be scored for any question with more than one answer.
6. You may **NOT** leave during the first 90 minutes or the last 30 minutes of the examination.
7. This **Question Book**, the **Answer Sheet** and all other papers shall **NOT** be taken away from this examination hall.
8. **DO NOT** use the Admission Form or the Answer Sheet as rough work sheets. **Rough work can only be done on the Question Book**, but **DO NOT** remove or tear any sheets from the Question Book.

(Please **DO NOT** open this **Question Book** until you are told to do so.)

|                               |          |
|-------------------------------|----------|
| <b>Question Book Version:</b> | <b>A</b> |
| <b>Candidate No.:</b>         |          |
| <b>Seat No.:</b>              |          |

## SALESPERSONS QUALIFYING EXAMINATION

### QUESTION BOOK

**6:30 p.m. – 9:00 p.m. (2 hours 30 minutes)**

1. Each candidate is given **ONE Question Book** and **ONE Answer Sheet**. If you have more than one Question Book and/or one Answer Sheet, please raise your hand and inform an invigilator.
2. When told by the invigilator to open this Question Book, please check that there are **50 questions**. The words ‘END OF PAPER’ appear after Question 50.
3. Answer **ALL** questions. **All answers should be marked on the Answer Sheet**.
4. Part I (Question 1 to Question 40) carries 80 marks, and Part II (Question 41 to Question 50) carries 20 marks.
5. You may give **only ONE answer for each question**. No mark will be scored for any question with more than one answer.
6. You may **NOT** leave during the first 90 minutes or the last 30 minutes of the examination.
7. This **Question Book**, the **Answer Sheet** and all other papers shall **NOT** be taken away from this examination hall.
8. **DO NOT** use the Admission Form or the Answer Sheet as rough work sheets. **Rough work can only be done on the Question Book**, but **DO NOT** remove or tear any sheets from the Question Book.

(Please **DO NOT** open this **Question Book** until you are told to do so.)

(Answer Sheet sample)



答題紙 ANSWER SHEET

|                                |  |
|--------------------------------|--|
| 考試日期<br>Date of Examination    |  |
| 考試編號<br>Examination Number     |  |
| 試場編號<br>Venue Number           |  |
| 座位編號<br>Seat Number            |  |
| 考生簽署<br>Signature of Candidate |  |

試題冊版本  
Question Book Version    A    B    C    D  
           

試題語文  
Question Language    中文 CHI    英文 ENG  
   

資格考試  
Qualifying Exam    地產代理 EA    營業員 SP  
   

考生編號 Candidate No

**EAA**

|   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 |
| 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 |
| 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 |
| 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 |
| 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 |
| 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 |

請將答案填在此答題紙上

須用 H.B.鉛筆填寫

考生須照下圖所示填劃答案：

23    A    B    C    D    E

填塗時須用力著色，每題只可填塗一格，不可填塗出格外。

使用潔淨膠擦將錯填答案徹底擦去。

切勿摺皺此答題紙

**PLEASE MARK YOUR ANSWERS HERE**

USE AN H.B. PENCIL ONLY

Mark your answers as follows:

23    A    B    C    D    E

The mark should be bold. Mark one box only for each question and do not mark outside a box.

Wrong marks should be completely erased with a clean rubber.

**DO NOT FOLD THIS SHEET**

| A | B                        | C                        | D                        | E                        |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| 1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| A  | B                        | C                        | D                        | E                        |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| 6  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| A  | B                        | C                        | D                        | E                        |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| 11 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 14 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 15 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| A  | B                        | C                        | D                        | E                        |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| 16 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 17 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 18 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 19 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 20 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| A  | B                        | C                        | D                        | E                        |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| 21 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 22 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 23 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 24 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 25 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| A  | B                        | C                        | D                        | E                        |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| 26 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 27 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 28 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 29 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 30 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| A  | B                        | C                        | D                        | E                        |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| 31 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 32 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 33 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 34 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 35 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| A  | B                        | C                        | D                        | E                        |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| 36 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 37 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 38 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 39 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 40 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| A  | B                        | C                        | D                        | E                        |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| 41 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 42 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 43 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 44 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 45 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| A  | B                        | C                        | D                        | E                        |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| 46 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 47 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 48 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 49 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 50 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| A  | B                        | C                        | D                        | E                        |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| 51 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 52 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 53 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 54 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 55 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| A  | B                        | C                        | D                        | E                        |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| 56 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 57 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 58 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 59 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 60 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

## Appendix 5

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### REGISTRATION METHODS

There are two methods for registration:

- (a) Registration online
  - Register at the website of the PEAK Exam Centre ([www.vtc.edu.hk/cpdc/eonline/EAA](http://www.vtc.edu.hk/cpdc/eonline/EAA)) in person and pay the examination fee by credit card (Visa Card, Master Card or UnionPay).
  - Cut-off Date: 2 weeks before examination.
- (b) Registration by post
  - The completed Entry Form together with a photocopy of the candidate's valid HKID Card / Passport and a crossed cheque or a cashier's order for the proper amount of examination fee payable to "Vocational Training Council" should be sent to the PEAK Exam Centre by post. Submit early to avoid postal delay. Please ensure that sufficient postage is paid to avoid unsuccessful delivery. The sender will bear any consequences arising from not paying sufficient postage.
  - The postmark date on the envelope shall be deemed the date of registration. However, only applications with postmark dates within the registration period and received within the said period will be processed.
  - Cut-off Date: 3 weeks before examination.
  - PEAK Exam Centre will send an acknowledgement of receipt of the Entry Form to the candidate's mobile phone by a text message after receipt of the Entry Form.
  - Candidates should contact the PEAK Exam Centre if they do not receive any text message from the PEAK Exam Centre 7 working days after posting of the Entry Forms. The concerned candidates may be required to register in person or by a representative at the PEAK Exam Centre 2 weeks before the examination if necessary.

Registration methods, cut-off dates, etc. mentioned above may be subject to change where necessary.

## Appendix 6

### INSTRUCTIONS TO CANDIDATES (PAPER-BASED EXAMINATION)

#### WARNINGS:

1. **IMPERSONATION AT AN EXAMINATION MAY LEAD TO DISQUALIFICATION FROM THE EXAMINATION AND/OR PROSECUTION FOR CRIMINAL OFFENCE(S).**
2. **ANY CANDIDATE CONVICTED OF AN OFFENCE INVOLVING A DISHONEST OR FRAUDULENT ACT IN RELATION TO ANY QUALIFYING EXAMINATION ORGANISED BY THE ESTATE AGENTS AUTHORITY (“EAA”) WOULD BE DISQUALIFIED FROM THE RELEVANT EXAMINATION AND BE PROHIBITED FROM REGISTERING FOR ANY SUBSEQUENT QUALIFYING EXAMINATION FOR A PERIOD OF TWO YEARS FROM THE DATE OF THE CONVICTION.**

*The following instructions must be carefully noted and observed in every detail.*

#### **A. Check your Admission Form before the Examination**

1. Check carefully that the information printed on your Admission Form (i.e. name (English and Chinese), Hong Kong Identity Card number/Passport number, date and time of the examination and question language) corresponds with that in your Entry Form. If you discover a discrepancy, you must make a written request to the PEAK Examination Centre, Vocational Training Council (“PEAK Exam Centre”) for amendment at least 1 week before the examination.

Note: **Fees paid are not refundable or transferable** save in exceptional circumstances and subject to the approval of the EAA.

#### **B. Instructions regarding Examination Venue Admission**

1. You must take the examination at the examination venue specified on your Admission Form. Candidates who go to an examination venue other than the one stated on their Admission Form may not be allowed to take the examination. Even if you are admitted to take the examination, **3 marks will be deducted**. You may contact the PEAK Exam Centre to enquire about the location of the examination venue before the examination.
2. Arrive at the examination venue **15 minutes** before the examination time specified on your Admission Form.
3. Bring your original Admission Form and your original and valid Hong Kong Identity Card/Passport (“identification document”) to the examination venue. **The identification document must be the same as the one stated on your Entry Form**. The chief invigilator may refuse to admit a candidate who cannot show his/her Admission Form and his/her identification document. Even if you are admitted to take the examination and you can produce your original and valid identification document within the next working day after the examination, **5 marks will be deducted**. You will be **disqualified** if you fail to produce your original and valid identification document to verify your identity within the next working day after the examination. If you registered online, please print your Admission Form on blank A4-sized white paper and bring it to the examination.
4. Parking facilities will not be available at the examination venue.

5. Late Admission

- (a) If you arrive late but not more than 45 minutes after the designated start time of the examination as stated in the Admission Form, you will be admitted to the examination venue but no extra time will be given to you.
- (b) **You will not be admitted to the examination venue 45 minutes after the designated start time of the examination**, unless the chief invigilator determines otherwise.
- (c) Even if you are admitted to the examination venue 45 minutes after the designated start time of the examination, you will be **disqualified** from the examination and no mark for the examination will be given to you unless you satisfy the EAA that there are very exceptional circumstances justifying your lateness.

**C. Instructions at the Examination Venue**

1. You must occupy the seat assigned to you in accordance with *the seating plan displayed at the examination venue*.
2. You will be instructed to complete the required candidate information on the answer sheet. Invigilators will not complete the information for you.
3. You must not start to read and/or work on the question book before being instructed to do so. Otherwise, **3 marks will be deducted**.
4. **You may not leave the examination venue during the first 90 minutes or during the last 30 minutes of the examination**. Otherwise, you will be **disqualified**.
5. If you wish to leave the examination venue during the permitted time, you must tie up your question book **and** answer sheet and make sure that you have completed all the necessary details on your answer sheet and question book cover. Then, you should raise your hand to summon an invigilator to submit the examination materials. You may leave the examination venue with the approval of the invigilator.
6. No writing instruments will be provided at the examination venue. Please bring the following items for the examination:  
⇒
  - H.B. pencils
  - a soft eraser
  - a pencil sharpener
7. Do not place any kind of bag on your desk.
8. You are not allowed to use any dictionary during the examination.
9. Handling of Personal Belongings/Unauthorised Articles

You must put all your personal belongings in a bag. The bag must be properly closed and small enough to be placed under the chair or in an area assigned by the chief invigilator/invigilators before the examination begins. However, the PEAK Exam Centre will not be responsible for safekeeping your belongings. If you bring a pencil box into the examination venue, you must place the contents on your desk and put the empty box under the chair. You will not be allowed to take out any articles from your bag during the examination. If you are found to possess any unauthorised articles including but not limited to books, dictionaries, notes, papers, electronic devices, etc. that are not placed according to examination rules during the examination, you may be **disqualified** from the examination. If you are found to possess any kind of electronic devices (e.g. calculators, mobile phones, Bluetooth headphones/headsets, camera devices/equipment, electronic dictionaries, smart watches with mobile applications installed or other electronic devices which can store and/or display texts, record and/or play audio and/or

video, etc.) that are not placed according to examination rules during the examination, even in the absence of any indication of cheating by you and regardless of whether any sound was emitted from it, (i) **3 marks will be deducted** if such electronic device is switched off; and (ii) **5 marks will be deducted** if such electronic device is switched on.

10. Switch off all mobile phones, Bluetooth headphones/headsets and other electronic devices, and ensure that no sound is emitted from these devices during the examination. Deactivate the alarm function before switching off your mobile phone and/or any electronic device.
11. Even if an electronic device is placed according to examination rules, should any sound be emitted from it during an examination, **2 marks will be deducted** for an initial breach and heavier sanction(s) will be imposed for further breaches.
12. You are not allowed to take photographs, audio-recording or video-recording inside the examination venue. Any photographs or recordings taken and their associated equipment would be taken away for further inspection and the photographs and/or recordings will be erased by the chief invigilator.

13. Environment of the Examination Venue

- (a) If there are any undesirable conditions at the examination venue, you should inform an invigilator of the same immediately. Since it is difficult to collect circumstantial evidence after the examination, no consideration will be given to candidates who do not report unsatisfactory conditions at the venue in writing.
- (b) In general, no consideration will be given to candidates' claims of performance being affected by any of the following factors:
  - (i) Normal background noise at examination venues – You should not expect complete silence at the examination venue as there may be normal background noise coming from outside vehicles, normal school activities, school bells, coughing and sniffing of neighbouring candidates, candidates entering and leaving the examination venue etc. during an examination.
  - (ii) Unsuitable room temperature – Examinations take place at various times throughout the year, and room temperatures of various examination venues may differ and the PEAK Exam Centre may not be able to adjust the examination venue temperature to suit each and every individual's requirements.
  - (iii) Change of seat – If the reported undesirable condition at the examination venue may be rectified or improved by a seat change, the chief invigilator may, upon your request, arrange a seat change if the need is genuine and a spare seat is available at the venue. In any case, no extra examination time will be given with regard to any change of seat.

14. Checking for electronic devices

You may be required to be scanned by electronic detection scanning devices (for example, hand-held metal detectors/wands) at such time and place, and in particular before/after going to the toilet, as may be decided by an invigilator. Failure to comply with such requirement will result in dismissal from the examination venue, and your examination fees will not be refunded.

15. Smoking or eating is not allowed at the examination venue. Candidates who smoke or eat during an examination may be **asked to leave the examination venue immediately**.
16. You are advised to bring a watch to time the examination as not all examination venues have a clock. Watches with functions/applications other than those of timekeeping are not permitted. The examination time is in accordance with the time announced by the chief invigilator.



#### **D. Instructions during the Examination**

1. Place your original identification document on the top right-hand corner of your desk to facilitate verification of your identity by the invigilator. The identification document presented must be consistent with the identification document stated in the Entry Form. Candidates must be clearly identifiable from their identification document. Where the invigilator is of the view that the photograph on the identification document does not resemble the candidate or has doubts about the validity or authenticity of the documentation, the candidate in question will be required to provide further information and assistance to the invigilator and/or chief invigilator for the verification of his/her identity. The PEAK Exam Centre and/or the EAA have the right to conduct an investigation against the candidate(s) involved and withhold releasing his/her score or cancel his/her score (if already released) pending completion of the investigation. Candidates should be cooperative. The EAA has the right to **disqualify** the candidate if he/she is not cooperative in the investigation. If you do not have your Admission Form during the examination, report to an invigilator immediately. Keep the Admission Form after the examination for record purposes.
2. Read carefully and carry out the instructions given on the question book and the multiple-choice answer sheet. Do not write your name on the question book or answer sheet.
3. When you receive your question book, check that you have been given the correct paper and language version of the question book. However, do not turn over the pages of the question book or start working until you are instructed to do so. You will only be provided with the question book in the language opted by you in the Entry Form. A Table of Stamp Duty Rates will be provided in the question book.
4. You should do rough work in your question book only. Do not write anything on the Admission Form. If you write anything on the materials other than the question book and answer sheet (such as writing on the Admission Form), it will be considered as copying or retaining information relating to the examination questions and/or answers.
5. Answer sheets will be marked by an optical mark reader. When filling in the boxes on the answer sheet, aim to fill in the box completely by a blunt HB pencil. Fill one box for each question. **No marks will be given** if two or more boxes are filled for the same question. Rub out completely any boxes you wish to change by using a good quality soft eraser and not the one on the end of your pencil. Answers written in the question book will **not be marked**.
6. If you need to go to the toilet, you must raise your hand first. Wait for the invigilator to escort you to the toilet. Your IN/OUT time will be recorded. No extra time will be given to make up for the time lost. If you take any unauthorised articles and/or examination materials out of the examination venue or bring any unauthorised articles back with you, you may be **disqualified**.
7. You should raise your hand to seek the invigilator's assistance if you encounter any problems during the examination.
8. If you have any queries about the contents of an examination question or you believe that there is an error in an examination question, you may at the end of the examination ask the invigilator to give you a "Candidate's Note". You may write your query down in the note and hand it to the invigilator before you leave the examination venue.
9. Keep quiet when leaving the examination venue early as other candidates may still be working on the examination.



#### **E. Instructions at the end of the Examination**

**All question books and answer sheets will be collected by the invigilators after the end of the examination. No material distributed to you can be taken out of the examination venue at any time during or after the examination.**

1. When the chief invigilator announces that the time is up, immediately stop working on your answer sheet and place your pencil/any stationeries down. Remain seated and silent while the invigilators are collecting your materials. Wait until the chief invigilator has checked and counted all the question books, answer sheets and other examination materials. When all the materials have been collected, the chief invigilator will announce your dismissal.
2. You must not continue to work on your answer sheet after being told to stop at the end of the examination. Otherwise, **3 marks will be deducted**.
3. The answer sheet and question book must be submitted at the end of the examination.
4. You may be **disqualified** if you do not follow the instructions given by the chief invigilator or an invigilator.
5. You may be asked to complete and sign on a “Candidate’s Note” for follow up by the PEAK Exam Centre and/or the EAA if you are suspected to have committed a breach of any of the instructions herein.

#### **F. Breach of Examination Regulations**

**You are warned that any of the following acts may lead to prosecution and/or refusal of permission to sit or prohibition from registering for examination for a period reasonably determined by the EAA and/or disqualification from the examination and/or deduction of marks:**

1. Obtaining knowledge of contents of question books prior to the examination.
2. Cheating or attempting to cheat or conducting yourself in such a manner which can reasonably be construed as cheating or attempting to cheat.
3. Copying from notes, books, electronic devices or any other thing brought into the examination venue or from the work of another candidate.
4. Possession of unauthorised article(s), including any kind of electronic devices, that are not placed according to examination rules during the examination. Any such acts may be considered sufficient grounds for a charge of attempting to cheat and may lead to disqualification.
5. Copying or retaining any information relating to examination questions and/or answers.
6. Communicating or attempting to communicate in any form with persons inside or outside the examination venue during the examination.
7. Operating any mobile communication device at the examination venue. If you speak or communicate on or use any mobile communication device or electronic device during an examination, you **may be asked to leave the examination venue immediately and will not be allowed to continue with the examination**.
8. Taking photographs, audio-recording or video-recording inside the examination venue.
9. Allowing any electronic device that is placed according to examination rules to emit sound during an examination.
10. Starting to read and/or work on the question book before being instructed to do so or continuing to work on your answer sheet including using an eraser or filling in information, etc. after being told to stop at the end of the examination.

11. Attempting to take away from the examination venue any examination stationery such as the question book and/or answer sheet, refusing to return the question book and/or answer sheet or taking examination questions out of the examination venue.
12. Removing or tearing off any sheets from the question book.
13. Impersonating or attempting to impersonate or permitting such act in the examination.
14. Committing a dishonest or fraudulent act in relation to the examination and obtaining a conviction of an offence involving such act, you will be **disqualified** and be **prohibited from registering** for any subsequent qualifying examination for a period of **two years** from the date of the conviction.
15. Doing anything which causes disturbance to other candidates or disruption to the examination.
16. Failing to follow the requirements under the “Instructions to Candidates” (and Supplemental Guidelines thereto, if any) or the instructions of the chief invigilator or an invigilator during the examination.
17. Leaving, or attempting to leave the examination venue without permission or during the first 90 minutes of the examination or within 30 minutes before the end of the examination.

#### **G. Publication of Examination Results**

1. Result Slips will be sent to you by surface post by the PEAK Exam Centre 14 working days after the examination.
2. You can check your examination result online (if you have NOT disagreed to the posting of your examination result via such method) on the website ([www.vtc.edu.hk/cpdc](http://www.vtc.edu.hk/cpdc)) of the PEAK Exam Centre 14 working days after the examination. The results will be posted on the website for 1 month. The examination result (namely, Pass with Commendation/Pass/Fail/Absent/Disqualified) and the marks obtained in Parts I and II of the examination paper will be shown on the PEAK Exam Centre website. For candidates who received mark penalty for breach of examination regulation, their marks will only be shown on their Result Slips. No mark will be given for “Absent” and “Disqualified” candidates. **All results posted on the PEAK Exam Centre website are for reference only.** They are subject to the results printed on the Result Slips sent to candidates by post. **The result printed on the Result Slip is final and conclusive.**
3. There is no result checking services by telephone/email/in person at the PEAK Exam Centre or the EAA.

#### **H. Bad Weather/Unexpected Event Arrangements**

1. If the Pre-No. 8 Special Announcement, the typhoon signal No. 8 or above or the black rainstorm warning signal is issued and/or in force at or after 6:15 a.m. but before 11:00 a.m., examinations between 9:00 a.m. to 12:00 noon will be cancelled.
2. If the Pre-No. 8 Special Announcement, the typhoon signal No. 8 or above or the black rainstorm warning signal is issued and/or in force at or after 11:00 a.m. but before 4:00 p.m., examinations between 12:00 noon to 6:00 p.m. will be cancelled.
3. If the Pre-No. 8 Special Announcement, the typhoon signal No. 8 or above or the black rainstorm warning signal is issued and/or in force at or after 4:00 p.m., examinations between 6:00 p.m. to 10:00 p.m. will be cancelled.
4. The EAA or the PEAK Exam Centre may also cancel any examination due to bad weather, an act of God, labour strike, natural disaster, governmental action or intervention, riot, or any other

cause or circumstances not reasonably foreseeable and beyond the reasonable control of the EAA or the PEAK Exam Centre (collectively, “Unexpected Event”).

5. However, once the examination has commenced, it will continue for the full allotted time even if the Pre-No. 8 Special Announcement, the typhoon signal No. 8 or above or the black rainstorm warning signal is issued and/or in force, or an Unexpected Event in the opinion of the EAA has occurred, unless physical conditions in the examination venue are considered dangerous by the chief invigilator.
6. Candidates are advised to visit the website of the PEAK Exam Centre ([www.vtc.edu.hk/cpdc](http://www.vtc.edu.hk/cpdc)) for any special announcements concerning cancellation and/or postponement of examinations.
7. In case of bad weather/Unexpected Event and that the examination has to be cancelled, the PEAK Exam Centre or the EAA may, but is not obliged to, arrange for the candidates to take a re-scheduled examination. Candidates shall not object to the arrangements, and any requests for refunds or transfer of examination fee to another examination will not be entertained save in very exceptional circumstances supported by evidence and documents and subject to the approval of the EAA. Where an application for refund is approved, candidates will only be refunded the examination fee after deduction of the service fee charged per candidate by the PEAK Exam Centre or 50% of the examination fee, whichever is the lower.
8. In the event that the PEAK Exam Centre is closed on the day of publication of examination results due to bad weather/Unexpected Event, the examination results will be published on the next working day.

#### **I. Closure of Certain Examination Venue(s) due to an Unexpected Event**

1. In case certain examination venue(s) of a qualifying examination is/are closed due to an Unexpected Event but the same qualifying examination at other venue(s) will proceed as scheduled, the PEAK Exam Centre will notify affected candidates assigned to the closed venue(s) that their examination will be cancelled via mobile phone text message (SMS) as soon as practicable. As the venue provider may not give sufficient notice to the PEAK Exam Centre or the EAA before deciding to close their venue, candidates are advised to check the website of the PEAK Exam Centre ([www.vtc.edu.hk/cpdc](http://www.vtc.edu.hk/cpdc)) for relevant announcement 2 hours before the start of the examination to ensure that their assigned venue(s) will still be opened for the examination.
2. In case of closure of certain examination venue(s) due to an Unexpected Event and the examination to be held at such venue(s) has to be cancelled, the PEAK Exam Centre or the EAA may, but is not obliged to, arrange for the affected candidates assigned to the closed venue(s) to take a re-scheduled examination. Candidates shall not object to the arrangements, and any requests for refunds or transfer of examination fee to another examination will not be entertained save in very exceptional circumstances supported by evidence and documents and subject to the approval of the EAA. Where an application for refund is approved, candidates will only be refunded the examination fee after deduction of the service fee charged per candidate by the PEAK Exam Centre or 50% of the examination fee, whichever is the lower.
3. Candidates shall accept that neither the EAA nor the PEAK Exam Centre will be responsible for closure of certain examination venue(s) due to an Unexpected Event.

# **ENQUIRIES**

## **LICENSING ENQUIRIES**

### **Estate Agents Authority (EAA)**

|   |   |
|---|---|
| <b>Enquiry Hotline:</b>                               | 2111 2777   |
| <b>Fax:</b>   | 2119 9077   |
| <b>Address:</b>                                       | Room 2601, 26/F, Hopewell Centre<br>183 Queen's Road East<br>Wanchai, Hong Kong |
| <b>Website:</b>                                       | <a href="http://www.eaa.org.hk">www.eaa.org.hk</a>                              |
| <b>Office Hours:</b>                                  |   |
| <b>Mondays to Fridays:</b>                            | 8:45 a.m. to 5:45 p.m.<br>(open during lunch hour)                              |
| <b>Saturdays, Sundays<br/>&amp; General Holidays:</b> | Closed  |

## **EXAMINATION REGISTRATION**

### **Institute of Professional Education And Knowledge (PEAK) Examination Centre**

|  |   |
|--|---|
| <b>Enquiry Hotline:</b>                | 2919 1467 / 2919 1468 / 2919 1478   |
| <b>Address:</b>                        | Vocational Training Council<br>1/F, VTC Tower<br>27 Wood Road<br>Wanchai, Hong Kong |
| <b>Email:</b>                          | <a href="mailto:cpdc@vtc.edu.hk">cpdc@vtc.edu.hk</a>                                |
| <b>Website:</b>                        | <a href="http://www.vtc.edu.hk/cpdc">www.vtc.edu.hk/cpdc</a>                        |
| <b>Office Hours:</b>                   |   |
| <b>Mondays to Fridays:</b>             | 9:00 a.m. to 8:00 p.m. (open during lunch hour)                                     |
| <b>Saturdays:</b>                      | 9:00 a.m. to 12:00 noon   |
| <b>Sundays &amp; General Holidays:</b> | Closed  |
| <b>Enquiry Hotline Hours:</b>          |   |
| <b>Mondays to Fridays:</b>             | 9:00 a.m. to 5:15 p.m.  |
| <b>Saturdays:</b>                      | 9:00 a.m. to 12:00 noon   |
| <b>Sundays &amp; General Holidays:</b> | Closed  |

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EAA website: <http://www.eaa.org.hk>

Enquiry Hotline: 2111 2777

E-mail: [enquiry@eaa.org.hk](mailto:enquiry@eaa.org.hk)