

**PROPERTY INFORMATION FORM**

**FORM 1**

**for use in the sale and purchase of residential properties in Hong Kong**

Note : Part 1 of this Form should be completed by the licensed estate agent and Part 2 should be completed by the vendor or the licensed estate agent

PART 1

PROPERTY INFORMATION

**Part A: Address of the Property**

("Property")

**Part B: Prescribed information of the Property**

Types of information	Prescribed source (see note 11)	Date of obtaining the information
<b>1. Particulars of current ownership and subsisting encumbrances registered in the Land Registry:</b> Name(s) of owner(s):	A	
Subsisting encumbrances : (a) court orders: <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", state the particulars :	A	
(b) building orders: : <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", state the particulars:	A	
(c) slope maintenance orders: <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", state the particulars:	A	
(d) lease: <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", state the particulars :	A	
(e) mortgage or charge: <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", state the particulars:	A	
(f) other matters registered as encumbrances:  Note: Copy of land search from the Land Registry shall be attached.	A	
<b>2. Floor area of the Property:</b> <input type="checkbox"/> (a) saleable area provided by the Rating and Valuation Department:	B	

	<input type="checkbox"/> (b) saleable area stipulated in the agreement for sale and purchase of the first assignment:	A	
	<input type="checkbox"/> (c) no information can be obtained under paragraph (a) or (b).		
3.	<b>Year of completion:</b> Year of completion of the Property (or the building of which the Property forms part) as stipulated in the occupation permit or, if the occupation permit is not available, the relevant certificate of compliance or letter of no objection to occupy:	A/B/C*	
4.	<b>User restrictions:</b> User under the occupation permit:	A/C*	
5.	<b>Government lease:</b> (a) unexpired term of the lease:		
	(b) right of renewal: <input type="checkbox"/> Yes <input type="checkbox"/> No	A	
6.	If a Government lease is to be granted, state the term of the proposed lease:	A	

**Part C: Other information about the Property which may be provided**

1. The annual Government rent : HK\$ \_\_\_\_\_
2. The quarterly rates : HK\$ \_\_\_\_\_
3. The monthly management fee : HK\$ \_\_\_\_\_
4. Owners incorporation established:  Yes  No
5. The floor area and source of information are : \_\_\_\_\_
6. The Property falls within the following categories:
  - Tenant Purchase Scheme;
  - Home Ownership Scheme;
  - Private Sector Participation Scheme;
  - Sandwich Class Housing;
  - Flat for Sale Scheme (Housing Society);
 (Note : In the categories above, flats on which premium has been paid are not included in the category concerned.)
  - "Village" type houses in the New Territories;
  - others, please specify: \_\_\_\_\_

PART 2

VENDOR'S STATEMENT

1. Are there any structural additions to or alterations of any part of the Property or the building of which the Property forms part, which have been or are or shall be made by the Vendor or any other person, during the period of the Vendor's ownership of the Property?

Yes  No

If "yes", please provide particulars: \_\_\_\_\_

2. Are there any structural additions to or alterations of any part of the Property or the building of which the Property forms part, which have been made by any person, before the period of the Vendor's ownership of the Property?

Yes  No  Not known

If "yes", please provide particulars: \_\_\_\_\_

3. Are there any reinstatements, rectification, repairs or improvements to any part of the Property or the building of which the Property forms part, which have been or are or shall be required by the Government or the management office or the owners incorporation of the building, during the period of the Vendor's ownership of the Property?

Yes  No

If "yes", please provide particulars: \_\_\_\_\_

4. Are there any reinstatements, rectification, repairs or improvements to any part of the Property or the building of which the Property forms part, which have been required by the Government or the management office or the owners incorporation of the building, before the period of the Vendor's ownership of the Property?

Yes  No  Not known

If "yes", please provide particulars: \_\_\_\_\_

5. Are there any of the following works, the cost of which a purchaser of the Property shall be wholly or partly liable, which have been or are or shall be required or proposed by the Government or the management office or the owners incorporation of the building of which the Property forms part as regards any part of the Property or the building?

reinstatement or rectification work  repairs or improvements work  slope maintenance work

others  none  not known

Please state the nature of the work required or proposed, if any, and the cost/estimated cost\* of works for which the purchaser will be liable: \_\_\_\_\_

6.  (a) The Property is to be sold with vacant possession. OR

(b) The Property is to be sold subject to a lease/licence for a specific term/statutory tenancy\* as follows:

- The monthly rental is HK\$\_\_\_\_\_ (inclusive of  rates;  Government rent;  management fee).

- The term is \_\_\_\_\_ year(s) \_\_\_\_\_ month(s) beginning on \_\_\_\_\_ (D/M/Y) and expiring on \_\_\_\_\_ (D/M/Y) (both days inclusive).

- Other terms:

break clause  rental review  option to renew

other special terms; please specify: \_\_\_\_\_

- All the information given by \_\_\_\_\_ ("Vendor") in Part 2 of this Form are true and correct within the Vendor's knowledge.

Signature of Vendor: \_\_\_\_\_ Date: \_\_\_\_\_

OR

- We, \_\_\_\_\_ ("Agent" (see note 12)), acting for the Vendor, have duly advised the Vendor to provide information in Part 2 of this Form but the Vendor decided not to provide the same.

We, \_\_\_\_\_ (“Agent” (see note 12)), are reasonably satisfied as regards the accuracy of the information contained in this Form.

Signature of the estate agent/salesperson signing for and on behalf of Agent:

\_\_\_\_\_

Name and licence number of the signatory:

\_\_\_\_\_

Number of Agent’s statement of particulars of business:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone number:

\_\_\_\_\_

Fax number:

\_\_\_\_\_

Date:

\_\_\_\_\_

#### NOTES

1. This Form should not be used with any alterations.
2. Nothing in Part 2 of this Form shall be construed as affecting or defining the terms and conditions of an agreement for sale and purchase to be entered into between the Vendor and a purchaser.
3. A licensed estate agent is required to provide to the Vendor the original or a copy of the completed Form either before entering into an estate agency agreement with the Vendor or before the entering into of an agreement for sale and purchase between the Vendor and a purchaser in respect of the Property, at the option of the Vendor.
4. A licensed estate agent is required to provide to a purchaser the original or a copy of the completed Form unless the purchaser specifically waives his right to receive the same.
5. A purchaser or the Vendor should seek legal or other professional advice if:
  - (a) he is in doubt of the effects and implications of any of the encumbrances listed in Part B in Part 1 of this Form;
  - (b) any prescribed information is not available or he is in doubt of any information provided herein; or
  - (c) he wishes to obtain additional information which is not provided in this Form.
6. Complete all questions and fill in all blanks except Part C in Part 1. If any question is not applicable, please write “N/A” which means not applicable. If any prescribed information is not available, please write “Not Available”.
7. A separate form should be completed for each property.
8. Any material changes in the given information should be conveyed immediately to the recipients of this Form.
9. “\*” means delete whichever is inappropriate. Provisions deleted must be initialled. Where appropriate, mark a tick “√” in the box  provided.
10. Documentary evidence of the information provided in Part 2 of this Form may be attached by the Vendor.
11. Prescribed sources of information:
  - A: Land Registry
  - B: Rating and Valuation Department
  - C: Buildings Department
12. Enter the name of the estate agency business entity concerned.