

IN THE MATTER of (here insert the  
Particulars of the property)

and

IN THE MATTER of the Oaths and  
Declarations Ordinance

I, \_\_\_\_\_ of \_\_\_\_\_  
solicitor, do hereby solemnly and sincerely declare as follows:-

(1) I am a partner of the firm of \_\_\_\_\_  
solicitors who have been instructed by  
("the Owner") to act in connection with the sale of units in the  
development of the abovementioned property.

NOTE:  
AMEND AS  
APPROPRIATE

(2) I make this Declaration on behalf of the said firm ("my  
firm") preliminary to the sale of units in the said development.

NOTE:  
DELETE AS  
APPROPRIATE

(3) In accordance with instructions received from the Owner  
my firm have drawn up the forms of Sale and Purchase  
Agreement and Deed of Mutual Covenant for the sale of units in  
the development and the forms so drawn are now produced to  
me marked A-1 and A-2 exhibited hereto. I have personally  
examined the forms exhibit A-1 and confirm that the form of  
agreement contains all the clauses which are required by Rule 5C  
of the Solicitors' Practice Rules upon the sale of undivided shares  
in uncompleted buildings and that the form of Deed of Mutual  
Covenant conforms to the Guidelines referred to in Practice  
Direction No.A5 and that the Guidelines referred to in Practice  
Direction No.A5 do not apply because [here set out the reason  
e.g. a waiver has been granted by the Council or it is an  
industrial development, etc.]. / and that the form of Deed of

Mutual Covenant conforms to the Guidelines referred to in Practice Direction No.A5 save and except paragraphs ..... thereof which have been waived or modified by the Council as set out in a letter dated 19 , a copy whereof is produced and shown to me marked " ,

(4) Messrs. architects, the Authorised Person for the development for the purposes of the Buildings Ordinance have issued their certificates-

- (a) as to the costs expended and what remains to be expended to complete the building;
- (b) as to the stage the work has reached at the date of the certificate;
- (c) that consent to commence work on the said property has been issued by the Building Authority pursuant to the Building Ordinance;
- (d) that building works on the superstructure of the building have commenced/are expected to commence on the day of ; and
- (e) that under the provisions of the building contract referred to in (5) hereunder the building is due for completion and can be completed by the day of 19 .

NOTE:  
Delete as appropriate

The certificates in question are now produced to me and marked A-3, A-4, A-5, A-6, and A-7 and are exhibited hereto.

NOTE  
If more than one contractor is involved then identify all contracts

(5) A building contract covering the development has been entered into between the Owner and and a copy of the Memorandum of Agreement relating to the building

contract is now produced to me marked A-8 and exhibited hereto.

(6) My firm have received written confirmation from the Owner that the balance of the development costs will be financed in the following manner:-

(e.g. In its entirety by a building mortgage covering the costs of the entire development already entered into by the Owner with the X Bank)

I have no reason to doubt any of the information received from the Owner in this regard.

NOTE  
To be included if  
applicable

[(7)(a) In the event of the Mortgagee advising my firm for any reason of the cancellation of the facilities or; in the event of my firm becoming aware of any reason to doubt any of the information referred to in paragraph (6) of this Declaration, my firm recognize that no further units should be sold until a further Declaration has been registered adequately dealing with alternative financial arrangements to complete the development.

(b) In the event of my firm ceasing to act for the Owner in respect of the development and the sale of units therein it has been explained to the Owner that no further units should be sold until a further Declaration has been registered in like form to this Declaration by a partner of the alternative firm who has been instructed by the Owner to act in connection with the sale of units in the said development.

(8) My firm further undertake that all sums paid by Purchasers of units in the development will be held by my firm as Stakeholders and will not be released save in accordance with the provisions included in the Sale and Purchase Agreement

Exhibit A-1.

AND I MAKE this Declaration conscientiously believing the same to be true, by virtue of the Oaths and Declarations Ordinance.

DECLARED at

)  
)  
)  
)

Before me,

Solicitor,  
Hong Kong.

Note: While the actual wording of the Declaration has not been made mandatory all the matters covered by the precedent must be covered in each case.

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DECLARATION

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SOLICITORS, & C.  
HONG KONG.