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North Point, Hong Kong

21 May 1999

**Legal Advisory and Conveyancing Office  
Circular Memorandum No. 39**

**Amendments to Approved Form of  
Agreement for Sale and Purchase  
under the Consent Scheme**

Many purchasers opt to pay the balance of the purchase price payable under their Agreements for Sale and Purchase within a specified date of their entering into the agreement i.e. prior to the issue of the Certificate of Compliance or Consent to Assign. Accordingly, clause 3(3) of the approved form of Agreement for Sale and Purchase has been amended to allow for "immediate payment" as per the attached.

2. Pursuant to a Consent to Assign, a vendor can convey an equitable interest and not a legal estate. Although the approved form of Agreement does not stipulate that there be an assignment of a legal estate upon completion, with a view to avoiding the possibility of argument that the vendor must convey a legal estate on completion, a new subclause 12(2) has been added to the approved form of Agreement as per the attached.

3. The form of Agreement incorporating the above amendments may be used in respect of consents already issued as well as consents to be issued in the future.

(A L Robertson)  
Deputy Director/Legal (Ag)  
for Director of Lands

To: All Solicitors

Clause 3(3) In the event of the Purchaser being required pursuant to Schedule 4 to pay the balance of the purchase price when the Vendor is not at that time in a position validly to assign the Property to the Purchaser for whatever reason, the Purchaser shall be entitled to withhold such payment until the Vendor is in a position validly to assign the Property and has given at least 14 days' notice in writing to that effect to the Purchaser. Provided that where the Purchaser has opted for payment of the full balance of purchase price within      days of the signing hereof in accordance with Schedule 4 then this sub-clause (3) shall not apply.

Clause 12(2) The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.