

Notes for Filling up the Contract of Transfer of Ownership of Land or Constructional improvements

1. There are three types of sale contract of ownership separately used for applying for the registration of transaction of ownership, namely: the sale contract of ownership of land and constructional improvements, the sale contract of ownership of land, the sale contract of ownership of constructional improvements.
2. General guidance for filling in:
 - (1) Filling in the registration application form by using a brush pen, black or blue fountain pen or ballpoint pen, or by computer in the square style of Chinese writing.
 - (2) The writing shall be neat and not illegible. If there is any addition or deletion, the applicant shall affix his seal on top of the added or deleted areas and should not cross it out by using a liquid eraser.
 - (3) 「Total amount of transaction proceeds」 shall be filled in with Chinese capital letter such as “壹” (pronounced Yi) and “貳” (pronounced Ur). The remaining figures may be filled in by Arabic numerals.
 - (4) If there is a blank space in those columns such as 「Description of land」, 「Description of constructional improvements」, 「Agreed items other than those applied for registration」, and 「Contractors」, those blank columns shall be crossed out with an oblique line, or noted with the wording: 「Blank from this point」. If the column is not big enough to cover all the data, a list may be attached underneath the column with seals affixed on the form and its additional page.
3. Guidance to fill in each column:
 - (1) Columns (1)、(2)、(3)、(4) of 「Description of land」 shall be filled in according to the data recorded in the land register.
 - (2) Columns (6)、(7)、(8)、(9)、(10) of 「Description of constructional improvements」 shall be filled in according to the data recorded in the constructional improvements register.
 - (3) Columns (5)、(11) entitled 「Scope of right」 shall be filled in with the scope of right of each case (lot) disposed of. The wording: 「All」 shall be filled in if the whole scope of right is disposed of; and the share shall be filled in correspondingly if only part of the scope of right is disposed of.
 - (4) Column (12) entitled 「Total amount of transaction proceeds」 shall be filled in with the sum of proceeds of each land and constructional improvements disposed of according to the contract.
 - (5) Column (13) entitled 「Agreed items other than those applied for registration」 shall be filled in with those agreed items, in the contract, which are not appropriately filled in any other column.
 - (6) Column (14) entitled 「Village (Township, City, District)」 shall not be filled in with any wording since Article 28 of the Deed Act has been cancelled.
 - (7) Guidance to fill in each column of 「Contractors」 :
 - a. Firstly fill in the wording: “Purchaser” and then fill in his 「Name or title」, 「Share to purchase」, 「Date of birth」, 「ID card number」, 「Address」 and 「Affixing seal」; secondly fill in the wording: “Vendor” and then fill in his 「Name or title」, 「Share to dispose of」, 「Date of birth」, 「ID card number」, 「Address」 and 「Affixing seal」.
 - b. If the contractor is a legal person, then 「Date of birth」 needs not be filled in, but the words: “Legal representative” and his name shall be filled in the column below affixed with his seal.
 - c. If the contractor is a minor, then his act to draw up the contract shall be endorsed by

his legal agent, and the words: “Legal agent” and his 「Name」, 「Date of birth」, 「ID card number」, 「Address」 and 「Affixing seal」 shall be filled in the column below the column listing the minor, so as to ensure the validity of the contract .

- d. Those columns entitled 「Name」, 「Date of birth」, 「ID card number」, 「Address」 and 「Affixing seal」 shall be filled in according to the data recorded in the household book or the household register. Village and Neighbor-hood may not be filled in.

(8) Column (17) entitled 「Share to purchase」, 「Share to dispose of」, 「Village (Township, City, District)」 shall be filled in according to the actual share of right actually purchased or disposed of.

(9) Column (21) entitled 「Affixing seal」 :

- a. The obligee shall affix the seal with the same name or title as that filled in the form.
- b. The obligor shall affix the same seal as that in the certification of seal. If he personally presents himself at the registry, the matter shall be dealt with according to the provision of Paragraph two of Article 40 of the Land Registration Regulation.

(10) Column (22) entitled 「Date of the drawing up of the contract」 : Filling in with the date when the contract is drawn up.

4. After the drawing up of the contract, the stamps shall be bought and affixed to the back of the contract according to the provisions of the Stamp Duty Act.
5. Within one month of the drawing up of the contract, the deed duty of the transacted constructional improvements shall be reported and paid according to the provisions of the Deed Duty Act, whilst the land value increment tax of the transacted land shall be reported and paid according to the provisions of the Equalization of Land Rights Act, and then the registration of the property right shall be applied for. In case the application is made after the expiration of the said period, the applicant shall be fined according to the provisions of Paragraph two of Article 73 of the Land Law: 「...a fine equivalent to the registration fee for each month in arrears may be imposed on the applicant, limited to no more than twenty times of the registration fee. 」 .