



## Terms and Conditions

1. Upon the approval of the application made by the Subscriber in the Subscription Form, there shall constitute an agreement between the Land Registry and the Subscriber (hereinafter called "this agreement") that the Land Registry shall supply to the Subscriber the following service, namely, the provision of the data as defined in Clause 2 (which data are hereinafter called "**MDB**") for such period and at such subscription fee as specified in the Subscription Form subject to this Terms and Conditions. The personal data provided by the Subscriber will be governed by the policy stated in the Personal Information Collection Statement (if applicable).
2. In this agreement "**MDB**" means such data as contained in the Memorial Day Book(s) kept or available in the Land Registry which comprises the memorial particulars of documents delivered or lodged with the Land Registry for registration in a day or days pursuant to the Land Registration Ordinance (Cap.128) and its regulations.
3. The MDB ordered under this agreement will be provided by the Land Registry to the Subscriber in files known as **MDB data files** in electronic form or in such other form as from time to time determined by the Land Registry.
4. The Subscriber shall be solely responsible for the acquisition of his own computer equipment, software, skills or other technical support in order to have access to the MDB contained in a MDB data file. Guidelines may be given from time to time by the Land Registry to the Subscriber as to access to the content of the MDB data files, but the Land Registry does not assume responsibility in whatever respect in connection therewith.
5. The Subscriber must provide a valid e-mail address for delivery. The MDB shall be delivered to the Subscriber's last known e-mail address for delivery by electronic means and subject to such delivery charges as currently adopted by the Land Registry at the date of approval of the Subscriber's application. Except for any contingent failure of e-mail or computer system, any change of the form of MDB data files, the mode of delivery and the delivery charge shall be notified by the Land Registry to the Subscriber by not less than 14 days' written notice which shall take effect upon the expiry of the notice. The service will be provided daily except for (local time) Sundays, public holidays, black rainstorm warning days and gale warning days (hoisting Signal No.8 or above) and any Saturdays on which such service is not provided.

6. Upon application for subscription of MDB, the Subscriber shall pay to the Land Registry an administrative fee specified in the Subscription Form ("**application fee**"), which fee shall not be set-off against any subscription fees payable. Application fee is not refundable except upon the Subscriber's application being rejected by the Land Registry.

7. If after the expiry of subsisting subscription or after the termination of service for provision of MDB for whatever reason, the Subscriber is desirous of subscribing for MDB again, a fresh application with application fee shall be submitted. For a current subscriber, if any application for renewal of subscription for another period is duly made and delivered to the Land Registry not less than 7 days before the expiry of the subsisting subscription period, no application fee is payable.

8. Subscription fees for the whole subscription period shall be paid in full in advance upon submission of the Subscription Form. All subscription fees paid are not refundable save as otherwise provided in this agreement.

9. The subscription period and the subscription fees will be counted and paid on a full month basis. Each month of the subscription period shall run from the 1st day to the last day of each calendar month. For a subscription which takes effect on a date later than the 1st day of a calendar month, a full month's subscription fee shall still be payable without any pro rata deduction but all the MDB beginning with the 1st day of that calendar month will be provided by the Land Registry to the Subscriber on the first delivery of service.

10. The Land Registry may terminate the service to the Subscriber in any one of the following manners :-

- (a) By Notice: Without assigning any reason, by giving not less than 30 days' notice in writing ("**LR Notice of Termination**") to the Subscriber.
- (b) For Breach: If there is any breach of any term or condition of this agreement on the part of the Subscriber, forthwith by notice in writing stating the nature of breach ("**LR's Notice of Breach**"); such notice will be effective upon being served on the Subscriber. In any dispute arising from LR's Notice of Breach, the Land Registry may rely on any breach of agreement actually committed by the Subscriber despite such breach has not been stated or accurately stated in the LR's Notice of Breach.
- (c) Following the termination of service pursuant to Clause 10(a), the Land Registry shall refund to the Subscriber a due proportion of the subscription fees for the

unexpired term of the subscription period which will be calculated on a pro rata daily basis. No refund of subscription fees will be available for a termination of service pursuant to Clause 10(b) due to a breach of agreement.

- (d) Any termination of service by the Land Registry pursuant to this clause shall be without prejudice to any rights or claims which have accrued or may have accrued to the Land Registry against the Subscriber by reason of any other or any antecedent breach of the terms or conditions on the part of the Subscriber.

11. The MDB shall not be used by any person other than the Subscriber, nor shall the MDB be used for any purpose other than the Subscriber's own use. The Subscriber shall not lend, lease, license or resell the MDB in its original form or in any other form. The Subscriber shall not copy or reproduce or transmit the MDB or any part thereof in any form by any means for use by any person other than the Subscriber.

12. The Subscriber shall not use the MDB for activities which are unlawful or which are objectionable as determined by the Land Registry absolutely. In particular, the MDB shall not be used for activities in violation of any provisions of the Personal Data (Privacy) Ordinance (Cap.486) ["**PDPO**"] or the Copyright Ordinance (Cap.528).

13. The Land Registry shall not be responsible for the accuracy, completeness and/or consistency of the MDB nor shall the Land Registry be required to make any subsequent amendments to the MDB data file or files after they have been delivered to the Subscriber.

14 (a) The Land Registry shall not be liable to the Subscriber or any other person for any loss or damage arising directly or indirectly from use of the MDB or from any error, deficiency or fraud therein or in connection therewith or from any failure or delay in the provision of the MDB, whether such loss or damage is caused by negligence or otherwise.

- (b) The Land Registry has an absolute discretion in choosing the mode of delivery considered by it to be reliable and of reasonable despatch, and there is no warranty that the MDB will be delivered in time for any specific purpose of the Subscriber.

15. The Land Registry reserves the right to amend any particular format, layout and/or transmission media of the MDB and also to add to, delete and/or to vary the types of information as contained in the MDB or the MDB data files upon 14 days' notice to the Subscriber.

16. Both the subscription fees and the Subscriber's rights under the terms and conditions herein shall be personal to the Subscriber and cannot be assigned or transferred to any third party.

17. The Subscriber hereby authorizes the Land Registry to provide a third party with such information relating to the Subscriber in order to comply with any order of a court or tribunal or a request from a government agency or authority of local or foreign jurisdiction.

18. The Subscriber shall notify the Land Registry immediately upon any change of the particulars given in the Subscription Form. Notices to be given to the Subscriber shall be deemed to be duly served on the Subscriber if given in writing and served by hand delivery or by post to the last known business address or sent by fax or by e-mail to the last known fax number or e-mail address for correspondence as provided by the Subscriber to the Land Registry.

19. The terms and conditions herein shall be governed by and construed according to the laws of Hong Kong. Any disputes between the parties arising out of this agreement shall be submitted to the adjudication by the courts of Hong Kong.

## PERSONAL INFORMATION COLLECTION STATEMENT

### 1. Purpose of Collection

The personal data collected in this form will be used by the Land Registry for the following purposes :-

- (a) to carry out activities relating to the provision of services by the Land Registry;
- (b) to facilitate communications; and
- (c) to produce statistics relating to the Land Registry's services.

You understand that the provision of your personal data is voluntary. If you fail to provide information as required in this form, the Land Registry may not be able to provide the requested service.

Please do NOT provide any personal data (including personal data relating to third parties) which are not specifically required to be submitted. Where information of any third party is included in this form or any document(s) filed in relation to it, the Land Registry will treat that you have obtained consent from such third party to disclose such information for the purposes above.

### 2. Classes of Transferees

You understand that the personal data provided in this form may be disclosed or transferred to parties relevant where such disclosure or transfer is necessary for the purposes as stated in paragraph 1 above.

### 3. Access to Personal Data

You understand that pursuant to Sections 18 and 22 and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Cap. 486) (“**PDPO**”), you have the right to request access to and correction of your personal data held by the Land Registry. Under PDPO, the Land Registry is entitled to charge a fee to process the said request. Any such request shall be made to the Personal Data (Privacy) Officer of the Land Registry at 28<sup>th</sup> Floor, Queensway Government Offices, 66 Queensway, Hong Kong.



**THE LAND REGISTRY**  
**Memorial Day Book (MDB)**

**1 Product**

1.1 MDB data files.

**2 Product Description**

2.1 5 MDB data files which contain MDB particulars will be supplied in a *single compressed* file and delivered to subscribers according to the delivery methods mentioned in para. 6. Subscribers must restore the compressed MDB data files according to para. 8 “Steps to restore MDB data files”.

2.2 Chinese characters in any of the 5 MDB data files are encoded in Unicode v3.0 using UTF-8 transformation.

2.3 The *single compressed* file is to be produced by ARJ version 2.50a for DOS.

2.4 Total size of the 5 data files after decompression is estimated to be between 1 MB to 3 MB, depending on the number of memorials involved.

2.5 Record layouts of the MDB data files and sample data contents are at Annex B for illustration.

*Note:* The number and size of the data files described above are per single product.

**3 Hardware and Software Configuration**

3.1 Subscribers are required to acquire their own computer equipment, software and skills for reading the data files as described above. The recommended computer configuration for receiving MDB data files by e-mail is at Annex C.

**4 Charges**

4.1 Application fee is HK\$500.

4.2 Subscription fee is HK\$15,000 per month.

4.3 Payment should be made by crossed cheque or bank draft payable to “The Government of the Hong Kong Special Administrative Region” or “The Land Registry”.

**5 Terms and Conditions of Use**

5.1 The Terms and Conditions are attached to the Subscription Form.

## **6 Delivery of MDB Data Files**

- 6.1 The compressed file will be sent to subscribers' last known e-mail addresses for delivery daily except for (local time) Saturdays, Sundays and public holidays.
- 6.2 In case of any contingent failure of e-mail or computer system, the compressed file will be delivered in form of a 3.5" diskette by local courier service, or by any other delivery mode as the Land Registry considers appropriate, to subscribers.

## **7 Enrolment**

- 7.1 Apply to the Land Registry on Subscription Form [LR/MDB/1].

## **8 Steps to Restore MDB Data Files**

- 8.1 Create a temporary sub-directory (e.g. MDB.WRK) in a PC hard disk initially, (note: this step is not required if the sub-directory has been already created)
  - Open Windows Explorer, click "File" in the function bar, select "New" and then "Folder".
  - Rename the folder (e.g. MDB.WRK).
- 8.2 Delete all previous MDB data files in the temporary sub-directory, if any.
- 8.3 Detach all files contained in Land Registry's e-mail to the temporary sub-directory.
- 8.4 Under the DOS environment, restore MDB data files by typing the following command:

```
C:\WINDOWS>CD\MDB.WRK
```

```
C:\MDB.WRK>UNARJ E MDB
```

- End -

**The Land Registry – Integrated Registration Information System Memorial Day Book File Format**

Record Layout of File MDB.FL1

Field No	Field Description	Position	Format	Remarks
1.	Memorial Number	1 - 14	X(14)	
2.	Stamp Duty	15 - 28	9(14)	In cents. Right-justified with no leading zero.
3.	Stamp Office Instrument Reference Number	29 - 44	X(16)	
4.	Date of Instrument	45 - 52	9(8)	In yyyyymmdd date format.
5.	Date of Delivery	53 - 60	9(8)	In yyyyymmdd date format.
6.	Nature of Instrument	61 - 165	X(105)	
7.	Consideration (HK\$)	166 - 181	9(16)	In cents. Right-justified with no leading zero.
8.	Consideration (Text)	182 - 281	X(100)	
9.	Consideration Part Code	282 - 285	X(4)	
10.	Solicitors	286 - 425	X(140)	Trailing spaces will be truncated.

Record Layout of File MDB.FL4

Field No	Field Description	Position	Format	Remarks
1.	Memorial Number	1 - 14	X(14)	
2.	Property Reference Number	15 - 22	X(8)	
3.	Lot Identifier	23 - 342	X(320)	Trailing spaces will be truncated if Lot Locations (both Chinese and English) are blank.
4.	Lot Location (English)	343 - 683	X(341)	Trailing spaces will be truncated if Lot Location (Chinese) is blank. If the current entry has reached the pre-defined number of registers that can be displayed for a memorial, " AND OTHER PROPERTIES" will be appended.
5.	Lot Location (Chinese)	684 -1333	X(650)	Trailing spaces will be truncated. The Chinese character is encoded in Unicode (UTF-8). If the current entry has reached the pre-defined number of registers that can be displayed for a memorial, "及其他物業" will be appended.

Record Layout of File MDB.FL5

Field No	Field Description	Position	Format	Remarks
1.	Memorial Number	1 - 14	X(14)	
2.	Property Reference Number	15 - 22	X(8)	
3.	Lot Description	23 - 342	X(320)	Trailing spaces will be truncated if Lot Locations (both Chinese and English) are blank.
4.	Lot Location (English)	343 - 683	X(341)	Trailing spaces will be truncated if Lot Location (Chinese) is blank. If the current entry has reached the pre-defined number of registers that can be displayed for a memorial, " AND OTHER PROPERTIES" will be appended.
5.	Lot Location (Chinese)	684 - 1333	X(650)	Trailing spaces will be truncated. The Chinese character is encoded in Unicode (UTF-8). If the current entry has reached the pre-defined number of registers that can be displayed for a memorial, "及其他物業" will be appended.

Record Layout of File MDB.FL6

Field No	Field Description	Position	Format	Remarks
1.	Memorial Number	1 - 14	X(14)	
2.	Property Reference Number	15 - 22	X(8)	
3.	Lot Share	23 - 78	X(56)	
4.	Reference Lot Location	79 - 398	X(320)	Trailing spaces will be truncated if Register Locations (both Chinese and English) are blank.
5.	Register Location (English)	399 - 739	X(341)	Trailing spaces will be truncated if Register Location (Chinese) is blank. If the current entry has reached the pre-defined number of registers that can be displayed for a memorial, " AND OTHER PROPERTIES" will be appended.
6.	Register Location (Chinese)	740 - 1389	X(650)	Trailing spaces will be truncated. The Chinese character is encoded in Unicode (UTF-8). If the current entry has reached the pre-defined number of registers that can be displayed for a memorial, "及其他物業" will be appended.

Record Layout of File MDB.FL7

Field No	Field Description	Position	Format	Remarks
1.	Memorial Number	1 - 14	X(14)	
2.	Property Reference Number	15 - 22	X(8)	
3.	Lot Share	23 - 78	X(56)	
4.	Reference Lot Location	79 - 398	X(320)	Trailing spaces will be truncated if Register Locations (both Chinese and English) are blank.
5.	Register Location (English)	399 - 739	X(341)	Trailing spaces will be truncated if Register Location (Chinese) is blank. If the current entry has reached the pre-defined number of registers that can be displayed for a memorial, " AND OTHER PROPERTIES" will be appended.
6.	Register Location (Chinese)	740 - 1389	X(650)	Trailing spaces will be truncated. The Chinese character is encoded in Unicode (UTF-8). If the current entry has reached the pre-defined number of registers that can be displayed for a memorial, "及其他物業" will be appended.

## Sample Data of File MDB.FL1

<b>Memorial Number</b> Column Positions: 1 - 14	<b>Stamp Duty</b> Column Positions: 15 - 28	<b>Stamp Office Instrument Reference Number</b> Column Positions: 29 - 44	<b>Date of Instrument</b> Column Positions: 45 - 52	<b>Date of Delivery</b> Column Positions: 53 - 60	<b>Nature of Instrument</b> Column Positions: 61 - 165
11042200100019	634500	311287242004	20110421	20110422	AGREEMENT FOR SALE AND PURCHASE
11042200100034	90000		20110422	20110422	TENANCY AGREEMENT
<b>Consideration (HK\$)</b> Column Positions: 166 - 181		<b>Consideration (Text)</b> Column Positions: 182 - 281		<b>Consideration Part Code</b> Column Positions: 282 - 285	
85800000				PT.	
		THE RENT IS \$10,000 PER MONTH		XYZ & CO.	

## Sample Data of File MDB.FL4

<b>Memorial Number</b> Column Positions: 1 - 14	<b>Property Reference Number</b> Column Positions: 15 - 22	<b>Lot Identifier</b> Column Positions: 23 - 342
11042200100019	B2356897	SECTION Y OF TSUEN WAN TOWN LOT NO. 1001
11042200100034	A3568692	THE REMAINING PORTION OF TSUEN WAN TOWN LOT NO. 1234
<b>Lot Location (English)</b> Column Positions: 343 - 683		<b>Lot Location (Chinese)</b> Column Positions: 684 - 1333
NO. 1A TAI PA STREET, TSUEN WAN NEW TERRITORIES		新界荃灣大壩街 1A 號
ON LOK HOUSE, NOS 31-33 CHEUNG LUNG STREET, TSUEN WAN NEW TERRITORIES		

## Sample Data of File MDB.FL5

<b>Memorial Number</b> Column Positions: 1 - 14	<b>Property Reference Number</b> Column Positions: 15 - 22	<b>Lot Description</b> Column Positions: 23 - 342
11042200100019		SECTION G OF KWAI CHUNG TOWN LOT 2022
11042200100034		SUB-SECTION 2 OF TSUEN WAN TOWN LOT NO. 45
<b>Lot Location (English)</b> Column Positions: 343 - 683		<b>Lot Location (Chinese)</b> Column Positions: 684 - 1333
NO. 105 WO TONG TSUI STREET TSUEN WAN		
NO. 1036 TAI PAK TIN STREET TSUEN WAN		

## Sample Data of File MDB.FL6

<b>Memorial Number</b> Column Positions: 1 - 14	<b>Property Reference Number</b> Column Positions: 15 - 22	<b>Lot Share</b> Column Positions: 23 - 78	<b>Reference Lot Location</b> Column Positions: 79 - 398
11042200100019	B2350891	25/400	TSUEN WAN TOWN LOT NO. 987
11042200100034	B3588697	100/500	KWAI CHUNG TOWN LOT NO.2199
<b>Register Location (English)</b> Column Positions: 399 - 739			<b>Register Location (Chinese)</b> Column Positions: 740 - 1389
FLAT NO. T ON 23/F LUCKY MANSION NOS. 930-950 CHEONG TAI STREET TSUEN WAN NEW TERRITORIES			
17/F KAM LUK BUILDING NO. 63C SHEK YAM ROAD TSUEN WAN NEW TERRITORIES			新界荃灣石蔭路 63C 號幸運樓 17 樓

## Sample Data of File MDB.FL7

<b>Memorial Number</b> Column Positions: 1 - 14	<b>Property Reference Number</b> Column Positions: 15 - 22	<b>Lot Share</b> Column Positions: 23 - 78	<b>Reference Lot Location</b> Column Positions: 79 - 398
11042200100019		1/100	SECTION Y OF TSUEN WAN TOWN LOT NO. 1001
11042200100034		14/4000	THE REMAINING PORTION OF TSUEN WAN TOWN LOT NO. 1234
<b>Register Location (English)</b> Column Positions: 399 - 739			<b>Register Location (Chinese)</b> Column Positions: 740 - 1389
SHOP A ON G/F OF KAM FUNG GARDEN, NO. 101 CASTLE PEAK ROAD TSUEN WAN NEW TERRITORIES			
CAR PARK NO. 23 ON CP LEVEL RICH COURT NO. 837 HOI PA STREET TSUEN WAN NEW TERRITORIES			

**Recommended computer configuration for receiving MDB data files by e-mail**

CPU	<ul style="list-style-type: none"><li>● Intel P-III 550Mhz or above</li></ul>
RAM	<ul style="list-style-type: none"><li>● 256MB (minimum)</li></ul>
Hard Drive	<ul style="list-style-type: none"><li>● At least 200MB free space for checking MDB e-mail and temporary storage of attachment download.</li><li>● More storage is required if the attachments are to be kept.</li></ul>
Operating System	<ul style="list-style-type: none"><li>● Windows 2000, Windows XP</li><li>● For viewing Chinese, traditional Chinese language should be supported by the Operating System. Chinese plug-in such as RichWin is not supported.</li></ul>
Anti-virus Software	<ul style="list-style-type: none"><li>● The installation of a reliable anti-virus software is recommended when receiving MDB e-mail.</li></ul>
Connection	<ul style="list-style-type: none"><li>● Broadband connection (1.5Mps or above) is recommended for downloading MDB data files.</li></ul>

***Note:***

In addition to checking the Inbox of your e-mail account, it is recommended to look up the MDB e-mail in the spam / bulk mail / junk mail folder since they may have filtered as spam messages. It is also recommended that the Inbox of your e-mail account be cleared on a regular basis to prevent from exceeding the storage quota of your e-mail server. If you still cannot find the MDB e-mail, please contact the MDB Enquiry Hotline (Tel: 2867 8069). Re-e-mail will be considered on individual merits.