Content

Title：	Operation Procedures for Sale of National Non-public Use Real Estate Ch
Date：	2019.07.08
Legislative：	1.Stipulation and promulgation in accordance with Order No. Tai-Tsai-Chan-Mi-zi-3108 dated April 15, 1970 from the National Property Administration 2.Amendment in accordance with Letter No. Tai-Tsai-Chan-Mi-zi-8388 dated July 18, 1975 from the National Property Administration 3.Amendment (of Article 7) in accordance with Letter No. Tai-Tsai-Chan-Fa-zi-12763 dated October 19, 1977 from the National Property Administration 4. Amendment (of Article 19) in accordance with Letter No. Tai-Tsai-Chan-Chu-II-85001378 dated May 10, 1996 from the National Property Administration 5. Amendment in accordance with Letter No. Tai-Tsai-Chan-Chu-Kuan-zi-0910023096 dated August 30, 2002 from the National Property Administration 6.Amendment (of Article 20) in accordance with Letter No. Tai-Tsai-Chan-Chu-Kuan-zi-0950005731 dated February 23, 2006 from the National Property Administration 7.Amendment and promulgation (of Article 5) in accordance with Order No. Tai-Tsai-Chan-Chu-Kuan-zi-0950016991 on June 8, 2006 from the National Property Administration 8. Amendment and promulgation (of Article 19) in accordance with Order No. Tai-Tsai-Chan-Chu-Kuan-zi-0960013130 dated May 2, 2007 from the National Property Administration 9. Amendment and promulgation (of Articles 19 and 20) in accordance with Order No. Tai-Tsai-Chan-Chu-Kuan-zi-0984001706 dated July 9, 2009 from the National Property Administration 10.Amendment and promulgation (of Article 4) in accordance with Order No. Tai-Tsai-Chan-Chu-Kuan-zi-0994000062 dated January 12, 2010 from the National Property Administration 11.Amendment and promulgation (of Article 24) in accordance with Order No. Tai-Tsai-Chan-Chu-Kuan-zi-10040021362 dated August 31, 2011 from the National Property Administration 12.Amendment and promulgation (of Articles 16 and 19) in accordance with Order No. Tai-Tsai-Chan-Chu-Kuan-zi-10140003001 dated February 21, 2012 from the National Property Administration 13.Amendment and promulgation in accordance with Order No. Tai-Tsai-Chan-Shu-Kuan-zi-10240031720 dated December 31, 2013 from the National Property Administration 14.Amendment and promulgation in accordance with Order No. Tai-Tsai-Chan-Shu-Kuan-zi-10440008920 dated June 15, 2015 from the National Property Administration 15.Amendment and promulgation in accordance with Order No. Tai-Tsai-Chan-Shu-Kuan-zi-10840005760 dated July 8, 2019 from the National Property Administration
Content：	Article 1 The Operation Procedures for Sale of National Non-public Use Real Estate (the “Operation Procedures”) is stipulated in accordance with the provisions of Article 74 of the Regulations for the Enforcement of the National Property Act by the National Property Administration (“NPA”) for the execution of the sale of national non-public use real estate. Article 2

The Region Branches subordinate to the NPA shall be the undertaking entity (hereinafter
referred to as the “sales agency”) for the
sale of national non-public use
real estate. For the sale of national non-public use
real estate where the approving authority and responsibility rests with the Executive Yuan or the Ministry of Finance, the
sales agency shall handle the matter according to the approval situation.

Article 3

For national non-public use
real estate that may be sold in accordance with the provisions of the National Property Act, the
sales agency may notify the lessee, co-owner, and owner of the adjacent land, etc. to apply for the purchase (hereinafter referred to as
“purchase”) along with supporting
documents. The notification made by the sales agency shall not represent an offer, nor the application for purchase
made by the purchase applicant. The application for purchase
made is only an “invitation to make an offer.”

Article 4

The procedures for accepting an application for the purchase of national non-public use
real estate are as follows:

Case acceptance

Survey and severance

Review

Evaluation (/assessment)

Notice of payment

Issuances of the title transfer certificate and handling of the registration of title transfer

The handling procedures in Subparagraphs (II) to (IV) of the preceding paragraph may be carried out simultaneously
by the sales agency depending on practical business needs.

Article 5

To apply for the purchase of national non-public use
real estate, the following documents shall be attached:

An application for the purchase of national non-public use
real estate (hereinafter referred to as “the Application”). However, where prior approval by the Executive Yuan or the Ministry of Finance is required, the Application can be attached after the sale (of the real
estate) is approved.

Applicant’s identity document:
For a natural person: A photocopy of the household certificate or ID card (where the photocopy shall be
affixed with the seal as a proof of consistency after self-verification against the original copy). Where the purchaser is a minor, or a person subject to the order of commencement of

guardianship or assistance, a signature and a seal on the Application are
required from a statutory agent, a guardian, or an assistant (Where the applicant is a minor, both parents shall be listed as the statutory agents. Where there is an agreement or a court decision determining the exercise or burden of the rights and obligations towards the minor children, and the household registration has been completed, only the father guardian or mother guardian shall be listed and appointed as the statutory agent, and the household registration information shall be attached).

For a juridical person: A photocopy of the certificate or document for the registration of the juridical
person, or the registration form for the establishment or change of the juridical person, and photocopies of the qualification certificate and identity supporting document of the representative of the juridical person.

For others that may be the subject of the rights: A photocopy of the case filed or the document approved
for reference by the competent authority within the validity period, and photocopies of the qualification certificate and identity supporting document of the representative.

Transcripts of registration and cadastral maps of the national land (building) under the purchase within
the last three months. However, where the national building is not registered, the registration transcript is not required.

Certificate of zoning for land use under the urban planning
for national lands (which can be exempted from being attached if the urban planning has not been implemented, the certificate of the incorporated use of fragmented lands
is available, or the official document of the competent authority has recorded the zoning under the urban planning). However, where the sales agency can process the inquiry (about the zoning) electronically, the zoning certificate may be exempted from being attached, and the
sales agency is to print the inquiry document for filing along with the case.

Where the purchaser entrusts another person to make the Application, a letter of entrustment shall be attached
or the entrustment relationship shall be clearly specified in the Application, as will a photocopy of the identity certificate of the mandatory.

Individual certificates that shall be attached according to the type of the purchase.

Other certificates that shall be attached as notified by the sales agency based on the review needs.

Regarding the photocopies of the transcripts of registration and cadastral map, and the household supporting
document that must be attached to the Application for the purchase of

national non-public use real estate as provided by the Operating Procedures,
the sales agency is to handle the inquiry electronically and print the documents inquired about, for filing along with the case.
However, where the inquiry cannot be processed electronically, paper photocopies should be attached by the applicant.
Article 5-1
Regarding the
Application, commitment letter, letter of waiver, affidavit, letter of consent, letter of intent, or agreement documents (hereinafter "agreement documents" including agreements
on the scope of common use of the premises, agreements on heritage division), etc. that must be attached as provided by the Operating Procedures, unless otherwise provided,
each of the undersigned shall handle the document in the following manners:

Application, commitment letter, letter of waiver, affidavit, letter of consent, letter of intent:
Where the verification is conducted in person: Where the undersigned is a natural person with the ability
to act, he/she may be present in person (not to be represented by the mandatory) for the verification of his/her ID card and the affixation of his/her signature and seal, while taking a clear photo of his/her face to be printed in color for filing along with
the case. The Application and other
documents shall be noted with the wording "The undersigned is present in person for the affidavit with signature and seal, and has been verified to be the correct individual,"
and the undersigned and the verifier of the sales agency shall both affix their signatures and seals in the remarks field of the document.
Where the undersigned is a minor,
or a person subject to the order of commencement of guardianship or assistance, a statutory agent, a guardian, or an assistant shall be present in person for the verification of his/her ID card and the affixation of his/her signature and seal, and the matter
shall be handled in accordance with the aforementioned provisions (Where the applicant is a minor, both parents shall be listed as the statutory agents. Where there is an agreement or a court decision determining the exercise or burden of the rights and obligations
towards the minor children, and the household registration has been completed and the household registration information has been attached, only the father guardian or mother guardian shall be the statutory agent.).
Where the undersigned is the lessee of leased national non-public use real estate, the Application and other documents shall be affixed with the same seal as that in the lease agreement.
Where others are entrusted to handle the case: Where the Application and other documents are entrusted

to others to serve on behalf of the applicant, the letter of entrustment shall indicate the reasons and circumstances for the entrustment and shall be jointly affixed with the signatures and seals of the undersigned and the mandatory. Once such letter of entrustment is notarized or certified according to law, both the undersigned and the mandatory shall jointly affix to the Application and other documents their signatures and the same seals as those in the letter of entrustment.

Notarization or accreditation can be handled in accordance with the law.

Agreement documents:

All the undersigned or parties to the agreement need to be notarized or accredited in accordance with the law.

All documents need to be certified by a land administration agent in accordance with the Land Administration Agent Act.

Article 6

For those who apply for the purchase of the leased national non-public use real estate (hereinafter referred to as "the purchase of the leased national real estate") in accordance with the provisions of Paragraph 1 of Article 49 of the National Property Act, a lease contract for the national site (house and land) shall be attached (or an affidavit shall be attached where such a lease contract is lost).

Those who apply for the purchase of the leased site shall attach the following supporting documents of ownership of the above-ground constructional improvements:

Where the above-ground constructional improvements have been registered for ownership:

A photocopy of the landownership certificate or the transcript of the building registration.

Where the above-ground constructional improvements have not been registered for ownership:

An affidavit affirming that the constructional improvements are indeed owned by the purchaser.

Where there are multiple lessees of the houses and lands under a joint lease before making separate purchases, an agreement on the scope of common use of the houses shall be attached.

Article 7

For those who apply for the purchase of the national non-public use land (hereinafter referred to as "the purchase of the national fragmented land") in accordance with the provisions of Paragraph 3 of Article 49 of the National Property Act, the following documents shall be attached:

A certificate of the incorporated use of public and private fragmented lands issued by the local government within the valid period, or an official document where the local government determines joint construction

with adjacent land.

Transcripts of land registrations and cadastral maps made within the last three months for each piece of land within the scope of the incorporated use.

Letters of consent from the owners of the private land within the scope of incorporated use that are not a part of the joint purchase, which convey their agreement to the purchasers' purchase or their withdrawal from the purchase.

Article 8

For those who apply for the purchase of the construction site of the national houses in accordance with the provisions of Subparagraph 2, Paragraph 1, Article 52-1 of the National Property Act and Subparagraph 2, Paragraph 1, Article 55-1 of the Regulations for the Enforcement of the National Property Act, the supporting document of ownership of the above-ground constructional improvements shall be attached in accordance with the provisions of Paragraph 2, Article 6 of these Operation Procedures.

Article 9

For those who apply for the purchase of national non-public use real estate within the scope of the approved overall development in accordance with the provisions of Subparagraph 4, Paragraph 1, Article 52-1 of the National Property Act and Subparagraph 4, Paragraph 1, Article 55-1 of the Regulations for the Enforcement of the National Property Act, the following documents shall be attached:

The document of the development, preparation, or establishment permit issued by the competent authority of the respective industries.

The cadastral map of the scope of the approved overall development and all land inventories and registration transcripts within the scope.

Article 10

For those who apply for the purchase of national non-public use land with tomb(s) but not a part of a cemetery in accordance with Subparagraph 5, Paragraph 1, Article 52-1 of the National Property Act and Subparagraph 5, Paragraph 1, Article 55-1 of the Regulations for the Enforcement of the National Property Act, and such land was last recorded on the land register as "tomb" in the land category, the supporting document of the owner of the tomb shall be attached, and the matter shall be handled in the following manner:

Where the names of the deceased and the person erecting the tombstone are listed on the tombstone:

The tomb erector may make the purchase after providing an affidavit alone affirming himself/herself to be the owner of the tomb, or a document, issued by the competent authority of the tomb administration, stating the relationship between the deceased and the applicant.

Where not all of the tomb erectors apply for the purchase, the purchasers shall provide an affidavit affirming

their sole handling of the rights and obligations relationships with other tomb erectors or obligees.

Where the inheritors of the tomb erectors make the purchase, the matter shall be handled in the same manner as described in Items 1 and 2.

Where the name of the deceased is not listed on the tombstone, but the person erecting the tombstone is:

The tomb erector may make the purchase after providing an affidavit alone affirming himself/herself to be the owner of the tomb, or a certification issued by the competent authority of the tomb administration.

The matter can be handled in the same manner as described in Items 2 and 3 of Subparagraph (I) above.

Where the name of the deceased is listed on the tombstone, but the person erecting the tombstone is unknown,

the deceased's spouse, lineal relatives by blood or siblings (where the household registration information or other identity documents shall be submitted) may make the purchase, where the matter shall be handled in the manner of affidavit as described in Subparagraph (I) above.

Article 11

For those who apply for the purchase of national non-public use real estate with special use or location circumstances in accordance with the provisions of Subparagraph 6, Paragraph 1, Article 52-1 of the National Property Act, as well as Subparagraph 6, Paragraph 1 and Subparagraphs 1 to 4, Paragraph 3 of Article 55-1 of the Regulations for the Enforcement of National Property Act, the following documents shall be attached according to the actual circumstances of the individual case:

Documents that can prove that the buildings on national land are legal buildings and the supporting document of the ownership as provided in Paragraph 2, Article 6 above.

The document showing that the local government is not to issue the certificate of the incorporated use of public and private fragmented lands, as well as the transcripts of land registration and cadastral map of the land adjacent to the national land within the last three months.

A document showing that the competent authority of the respective industries has determined that the business undertaking is a public enterprise.

A document showing that the relevant competent authority has determined that it is necessary to provide the national land for use based on its review and approval according to the principles of governance needs, business promotion, and public interests based on the business standpoint under competency.

Article 12

Those who apply for the purchase of national non-public use real estate in

accordance with the provisions
of the Special Law shall attach the following documents depending on the type of application:

Regarding purchases for mining lands in accordance with the provisions of the Mining Act:

A photocopy of the supporting document and detailed list of the mining land approved by the competent mining authority

A map of the mining area

A photocopy of the license for mining or prospecting of mineral deposits

Regarding purchases for construction lands required for constructing or improving the water conservancy facilities in accordance with the provisions of the Act of Irrigation Association Organization, as determined by the competent authority, it is necessary to provide supporting documents for the construction or improvement of water conservancy facilities by the irrigation association.

Regarding purchases for national non-public use land within the scope of the urban renewal business plan in accordance with the provisions of the Urban Renewal Act: Supporting documents issued by the competent authority for the approval of urban renewal business plan

Regarding purchases for the wholesale market or land required for the joint marketing of farmers' groups in accordance with the provisions of the Agricultural Products Market Transaction Act: Supporting documents approved by the competent authority

Regarding purchases for the land required for the development of the industrial park in accordance with the provisions of Articles 42 and 43 of the Statute for Industrial Innovation: Supporting documents approved by the competent authority for the establishment of the industrial park

Regarding purchases for the land required for the industrial expansion or the installation of pollution prevention equipment in accordance with the provisions of Article 65 of the Statute for Industrial Innovation: Certificates issued by the competent authority for industrial lands

Regarding purchases for the fragmentary or narrow pieces of national non-public use land required for private social housing in accordance with the provisions of the Housing Act: Supporting documents approved by the competent authority

Other supporting documents showing the subject can be sold according to special laws.

Article 13

When applying for the purchase of the national non-public use real estate, the purchaser shall undertake the following matters in the

Application:

The purchaser is willing to assume legal liability and unconditionally agrees to revoke or terminate the business relationship if the attached supporting documents are false and inaccurate. Where the registration of the transfer is completed, the purchaser is willing to restore the registration of the national ownership.

The acceptance of the abovementioned purchase of the real estate shall never be regarded by the purchaser as if the accepting authority has made an offer or commitment to the agreement of assignment or sale of the real estate.

Where there are multiple purchasers and the share of purchase is not specified, the purchasers agree to handle the purchase in the manner of equal share of rights, unless the lease of the national non-public use real estate clearly specifies the share of rights of the leasing.

Where the representative is not appointed, the purchasers are willing to accept the first person shown on the Application as the representative.

Where a discrepancy exists between the actual area and the sold area of the national non-public use land purchased by the purchaser due to errors in the measurement and registration by the land office, the purchaser is willing to accept price adjustment, within 15 years from the date of the payment, via supplement or refund of payment based on the price difference, free of interest, according to the price at the time of the assignment or sale based on the actual area of the land.

The sales agency sends out notifications based on the address stated in the Application. In the case such notifications cannot be served, the purchase shall be cancelled at the discretion of the sales agency.

Where the national non-public use land under the purchase is used for roadways, sidewalks, or ditches, the purchaser is willing to use the land in accordance with relevant laws and regulations after acquisition of the land, as well as to assume sole responsibility if there is any damage to the rights and interests of the third party.

The purchaser agrees to bear the land value tax, house tax, community development fees by construction projects, and other taxes of the national non-public use real estate under the purchase from the next day after the payment of the purchase price, and is willing to assume full responsibility for

any penalties and fines as a result of late payments.
The purchaser is willing to solely bear any registration
tariffs as a result of the registration of the transfer of ownership
of the national non-public use
real estate under the purchase
at the land
office, as well as any fines as a result of overdue applications.
The purchaser agrees that the
sales agency may collect or process the personal information of the
purchaser and the representative within the necessary scope based on
the specific purpose of the national
property management in accordance with the provisions of Article 15
of the Personal Data Protection Act, and may make use of such
information as necessary based on its statutory duties in accordance
with the provisions of Article 16 of the Personal Data Protection
Act.
Upon the notification of payments for the national non-public use
land under the purchase, where there is no such circumstance as
announcements of the result of the re-surveyed cadastral map, the
purchaser agrees to purchase the land with the pricing based on the
land area recorded
in the land registration transcript at that time of the issuance of
the land title transfer certificate. The purchaser also agrees that
upon the subsequent re-survey of the land under the purchase, no
further mutual payment supplement or refund should be applicable
regardless of any increase or decrease of the re-surveyed area. For
those lands located in the re-surveyed area of the cadastral map,
where there is such circumstance as announcements of the result of the
re-surveyed cadastral map, the purchaser agrees to
the pricing of the land based on the land area announced as per the
re-surveyed result before the registration of the change of the land
mark is handled at the land administration authority. The purchaser
also agrees that further mutual payment supplement
or refund should be applicable based on the re-surveyed area after
the registration of the change of the land
descriptions is handled at the land
office.
Where the national non-public use
land under the purchase is subsequently found to disallow private
ownership according to law at the time of sale, such that the act of
rights in rem, such as contract of purchase and sale, and transfer of
ownership,
become null and void, the purchaser agrees to the return of the paid
purchase price without interest from the
sales agency upon the revocation of the registration of the transfer
according to law. No objection shall ever be raised by the purchaser
Other undertakings required depending on individual circumstances.
Article 14

Where there is one of the following circumstances for given a purchase, the purchaser shall attach the commitment letter, letter of waiver, affidavit, letter of consent, or letter of intent:

Where the purchaser is not the lessee of the leased national non-public use real estate, the purchaser shall attach a letter of waiver from the lessee giving up the right to lease, or a letter of consent from the purchaser in undertaking the lease relationship, in accordance with the provisions of the Article 26 of these Operation Procedures.

Where the national non-public use real estate under the purchase is occupied, except for the circumstances where the purchaser has gained the legal right to use the real estate, the purchaser shall attach an affidavit affirming his/her solely handling of the above-ground objects upon obtaining the property right.

Where there are multiple (including two) parties involving the purchaser(s) for the national fragmented land and the owner(s) of the private land required to be used in conjunction with the national land, and the owner(s) of the private land do not join the purchaser(s) in the purchase, a consent letter shall be attached in accordance with the provisions of Subparagraph (III) of Article 7 of these Operation Procedures.

In the purchase of the national fragmented land, where the national land managed by another authority within the scope of the incorporated use is not a part of the purchase by the purchaser, the purchaser shall attach an affidavit undertaking the assumption of sole responsibility in the independent construction on the partial piece of the national land so acquired.

In addition, where the certificate of incorporated use does not indicate matters required to be handled by the purchaser, and the current conditions are roadways and ditches, the purchaser further undertakes in the affidavit the handling of waste water, waste roads, and other matters in accordance with relevant building laws and regulations when applying for the construction.

Where the national non-public use land under the purchase is intertwined with the private land and cannot be used alone, or is characterized by special use or location circumstances, and not all of the owners of the private land that is intertwined with the national non-public use land would join the purchaser in the purchase, the purchaser shall attach the letter of consent from all non-participating private land owners conveying their agreement to the purchaser’s undertaking the purchase, or the letter of waiver from all non-participating private land owners conveying their withdrawal from the purchase.

Where the purchaser of the graveyard purchase case provides an affidavit elucidating that he/she is the

owner of the tomb, and undertaking his/her solely resolving of any disputes, an affidavit shall be attached.
In those purchase cases where the pricing for the sale of the land is, according to law, based on the current land value announced for the current term of land sale, a commitment letter shall be attached consenting to make payments as per notification where the pricing and land sale matters are based on the current land value announced in the current year.
Where the trustor or the trustee of the trust real estate applies for the purchase of the national non-public use real estate, the purchaser shall attach an affidavit affirming whether the national non-public use real estate under the purchase is to be registered as a trust asset which is to be handled in accordance with the related provisions of the trust agreement and the Trust Law, as well as affirming the assumption of sole responsibility if there is any dispute or damage to the rights and interests of a third party after the purchase of the real estate.
Where the purchaser is not the one who cannot conduct purchase and sale with the sales agency as stated in the provisions of the Act on Recusal of Public Servants Due to Conflicts of Interest, the purchaser shall attach an affidavit in accordance with the provisions of Article 27 of these Operation Procedures.
Where the national non-public use land under the purchase has been set up with drainage equipment for sewer users, the purchaser shall attach an affidavit undertaking willingness to agree to sustain the water supply and drainage for use after the purchase of the national land.
During the period of reassessment of land value, where the purchaser has paid the price and obtained title transfer certificate, yet has not completed the registration of the transfer of ownership, the purchaser shall fill in a letter of intent for declaration of the land price by choosing the method of land price declaration.
Where the national non-public use land under the purchase was registered as national lands not based on waivers after May 5, 2000 (inclusive), and there are buildings on the ground that have not been registered for preservation, the purchaser shall attach an affidavit undertaking that if the owners of the above-ground buildings plead for the confirmation of the existence of the preferential right to buy and the revocation of the registration of the land transfer in accordance with the provisions of Paragraph 1, Article 425-1, and derived provisions of Article 426-2 of the Civil Code or Article 104 of the Land Act, and are subsequently granted with a confirmation judgement or a compulsory enforcement with the same effect as a judgement

by the court, then the purchaser agrees to terminate the relationship of purchase and sale of the land, restore the registration of the national ownership, and accept the refund of the land price without interest. The co-owners of a nationally and privately co-owned land who apply for the purchase of national portions, the purchaser further affirms in the affidavit that no agreement has even been given to others for construction purpose on the jointly-owned land. Nevertheless, such an affidavit is exempted from attachment if the purchaser and the sales agency have entered into a site lease agreement, or if the purchase is made in accordance with the provisions of Article 52-2 of the National Property Act.

Where the purchase cases should include redemption or cancellation clauses as per provisions, the purchaser shall attach a commitment letter or an affidavit undertaking the willingness in handling the case as per agreement.

Where the purchase represents a portion (with an area less than 0.25 hectares) of the national non-public use farmland, under the circumstance where such portion may be merged with all the farmland adjacent to the purchaser's portion, the purchaser shall attach a commitment letter undertaking willingness to sever and merge all the farmland and the land under the purchase, and shall pay the purchase price according to the payment notice. Where there is a discrepancy between the area recorded on the title transfer certificate and the area recorded on the registration of transfer, the supplement or refund based on price difference shall be handled according to the increase or decrease area of the registration.

Where there are other matters requiring to be undertaken or affirmed according to the actual situation, yet the purchaser cannot be requested to perform such matters according to the provisions of the Civil Code.

Article 15

Case acceptance:

Case accepting personnel shall register the purchase case with notes in the sales operation module of the management system for the national non-public use properties, as well as issue a receipt to the purchaser for reference.

The receipt shall include remarks as follows:

This receipt is merely for the proof of the acceptance of the application for the sale, which is not an offer or undertaking of agreement of sale by the sales agency.

This receipt shall not be used as a certificate of title or mortgage.

Purchase cases may not be accepted under any of the following circumstances:

Where the name of the purchaser does not match the description in the attached identity document;

Where the site or house and land lease contract is not available for

the leased site or house and land
under the purchase case, except for those cases where the lease and purchase can be concurrently handled as per provisions.
Where a commitment letter is not attached for the purchase case involving the sale of the land with the
pricing based on the announced land value of the current term in accordance with the provisions of Subparagraph (VII) of Paragraph 1 of Article 14
of these Operation Procedures.
Where the certificate of incorporated use and
certificate of zoning for land uses under the urban planning have expired upon case acceptance.

Article 16

Survey and severance:

Survey and severance of the land shall be handled in accordance with the Operating Procedures for the Survey
of National Non-public Use Real Estate.

Article 17

Review:

Collation of the certificates and review of the cases
shall be handled according to the type of the purchase case and the legal basis. Where the preliminary review result shows conformity to the provisions of assignment and sale
of the real estate, yet there is any incomplete attachment of the certificates, incorrectness of the attached, or any needs in handling outstanding matters, the purchaser shall be notified to rectify the situations within fifteen to thirty days from the next
day upon receiving the notification.
Common matters for review:
Whether there are any circumstances in which the transfer to private ownership is not allowed or the sale
is not allowed according to laws and regulations.
Whether the land under the purchase case is reserved for public facilities as provided in all subparagraphs,
Paragraph 1, Article 42 of the Urban Planning Law.
Whether the land under the purchase case is within the scope of a conservation forest.
Whether the land under the purchase case is appropriated or reserved for public use by a government agency.
Whether the non-urban land defined is classified as the land for transportation and water resource, and
shall be reserved for public use as determined by the municipal or county (city) governments, except for those purchase cases involving national fragmented lands or national lands within the scope of the approved overall development in accordance with the
provisions of Articles 42, 43 and 65 of the Statute for Industrial Innovation.
Whether the land under the purchase case is an irrigation ditch

required for preservation as determined by the irrigation association.
Whether the land under the purchase case is within the scope of the river zone, except for those cases handled in accordance with the provisions of Article 42 of the Statute for Industrial Innovation.
Whether the land under the purchase case is situated in an ecological protection area, a special landscape area, a historical site preservation area of the national parks, and a recreation area in the national parks such as Kenting, Yangmingshan, Taijiang, etc.
Whether the purchaser, in the case of a temple, has obtained the qualification as the subject of rights.
Whether the purchaser, in the case of a foreigner, is in compliance with the provisions of Articles 17 to 20 of the Land Act.
Whether the purchaser is in compliance with the provisions of Article 69 of the Act Governing Relations between the People of the Taiwan Area and the Mainland Area, in case the purchaser is of a person, juridical person, group, or other institution in the Mainland Area, or a company invested in a third area.
Whether the purchaser, in the name of an incorporated foundation or a company, has obtained the status of a juridical person as per provisions.
Whether the certificate of zoning for land uses under the urban planning is within the valid period upon case acceptance.
Whether there are special restrictions in registration cases of property cadastration and Column “Other matters.”
Whether there are other settings of rights.
Whether any preferential right to buy is applicable.
Whether use compensations or other fees should be recovered.
Where the national land under the purchase is farmland as provided in the Agricultural Development Act:
Whether the part of such land under the purchase complies with the provisions of Article 16 of the Agricultural Development Act, as well as whether the purchaser complies with the provisions of Articles 33 and 34 of the Agricultural Development Act.
Where the national land under the purchase is an indigenous reserved land approved by the tax collection authority for tax deduction - whether the assignee’s qualifications meet the restrictions as specified in Article 37 of the Slopeland Conservation And Utilization Act and Article 18 of the Regulations on Development and Management of the

Lands Reserved for Indigenous People;
whether the transcript of the land registration under the purchase is noted as an indigenous reserved land; and whether the application has been accepted for incorporation
into the indigenous reserved land.
Other matters required for review according to the type of the purchase case and the provisions of laws
and regulations.
Matters for review under the purchase of the leased national real estate:
Whether a lease for the site or house (land) is available.
Whether the national public use real estate was previously open for lease by tender by other authorities,
but was subsequently open through a replaced lease agreement by the NPA after such real estate was taken over by the NPA.
Whether the lease term has expired and whether the lease relationship has been renewed.
Whether there is a special agreement in the lease for the sale of the real estate without restriction.
Whether the purchaser is the current lessee.
Matters for review under the purchase of the national fragmented land:
Whether the certificate of incorporated use is within the valid period upon case acceptance.
Whether the certificate of incorporated use is noted with matters requiring the purchaser to handle;
And where the certificate of incorporated use does not indicate matters required to
be handled by the purchaser, and the current conditions are roadways and ditches: Whether the purchaser further undertakes the handling of waste water, waste roads, and other matters in accordance with relevant building laws and regulations when applying for construction (the satisfaction of the provision of Item 5, Subparagraph (II)
of these Operation Procedures is to result in the exemption from the determination by the local government).
Whether the owners of the private land within the scope of incorporated use that are not a part of the
joint purchase convey their agreement to the purchasers' purchase or their withdrawal from the purchase.
Where there is another national land under the management of
another authority within the scope of incorporated use, and the other authority is unwilling to
deliver such land:
Whether the purchaser provides an affidavit undertaking the assumption of sole responsibility in the independent construction on the partial piece of the national land after
so acquired (it is unnecessary to consult other public land management agencies for their preferential right when assigning or

selling the land).
Whether national non-public use land within the scope of incorporated use is not providing the sale due to the provisions of Directions for Disposal of Private Land Owner to Apply for Annexation and Use of Adjacent National Non-public Use Land.
Matters for review under the assignment and sale case approved by the Executive Yuan or the Ministry of Finance in accordance with the provisions of Articles 50, 51, and 52-1 of the National Property Act:
Before the purchase is approved, it is necessary to verify whether the land use control is compatible with the business plan approved by the competent authority of the respective industries.
After the purchase is approved: Whether there are any changes to the object, subject, or the legal basis of the assignment or sale (excluding the situations in each item, Subparagraph (V) of Article 24 of these Operation Procedures); and whether the purchaser has fulfilled the relevant additional conditions.
Where the purchaser is notified to proceed to the purchase within the time limit of 30 days as per the purchase case, and whether the purchaser has proceeded to the purchase along with attached certificates the purchase within the time limit.
Sale made according to special laws:
Whether the supporting documents mentioned in the various subparagraphs of Article 12 of these Operation Procedures are provided.
The order of the acceptance and review of the purchase is as follows:
Where multiple purchase cases of the national land are in competition or cooperation, they are reviewed and handled in the order of the case acceptance, except for the sale cases which shall be reviewed and handled with higher priority in accordance with Article 52-2 of the National Property Act.
In the case of applying for the leasing of national non-public use real estate in accordance with the provisions of Subparagraph 2, Paragraph 1, Article 42 of the National Property Act, if before paying compensation for years of occupying period as per the notification of the leasing authority and the formulation of the lease agreement, another case of purchase is made in applying for the purchase of the same target of the national non-public use real estate in accordance with the provisions of Articles 50 to 52, and Paragraph 2 of Article 52-1 of the National Property Act, and Subparagraphs 3 and 4, Paragraph 3, Article 55-1 of the Regulations for the Enforcement of National Property Act, or other special laws, then the purchase case shall be reviewed

and handled with higher priority. Moreover, other cases, in competition or cooperation, of leasing and purchase of the same target of the national non-public use real estate shall be reviewed and handled in the order of case acceptance.

Article 18

Evaluation/assessment:

Evaluation/assessment shall be handled in accordance with the Appraisal Regulations for National Property and the Operating Procedures for the Assessment of National Properties, unless otherwise provided by other laws or by the Executive Yuan where such other provisions shall prevail.

Once the sales price is determined via the assessment, if such amount is at least NT$50,000,000, then an approval shall be obtained from the National Audit Office.

Where the national non-public use real estate in the preceding subparagraph is not successfully sold for some reason, and the purchaser is making another application for purchase again, such re-purchase may be exempted from being reported to the National Audit Office for approval again, provided the applicable legal basis remains identical, and there are no such matters as required for re-assessed as provided in Article 9 of the Appraisal Regulations for National Property.

Article 19

Notice of payment:

Where the assignment and sale is approved, the purchaser shall be notified in writing of the payment deadline which shall be 30 days calculated from the next day upon the issuance of the payment notice.

Where the purchaser requests deferred payment, such request application shall be made prior to the expiry of the payment period, whereas the sales agency may, at its own discretion, extend the payment period for up to 60 additional days from the next day of the expiry of the payment period, while interest due to the deferred payment shall be calculated and collected at the statutory interest rate on a daily basis. Where a legal use relationship exists, the price shall be charged according to the original use relationship during the existence of such relationship, without any interest charges due to the deferred payment. However, where the purchase is made by the purchaser for the economic and industrial development or for construction needs of the central authorities or local governments, the extension of the payment period is not subject to the above-mentioned limit of 60 days.

Within the payment period or the extended payment period, the purchaser may raise an objection to the selling

price once only, where the handling methods are as follows:

By following the result from the objection handling procedure, where the sales agency dismisses the objection, the period, from the date of receiving the objection to the date of issuing the notice of dismissal of the object, shall not be counted into the period of the payment or of the interest charge due to the deferred payment.

By following the result from the objection handling procedure, where the sales agency shall conduct re-assessment according to the assessment procedure, the purchaser shall be notified of the cancellation of the previous payment notice, and of the issuance of another payment notice after the completion of the re- assessment procedure.

The payment period or the extended payment period as issued and notified by the sales agency may incorporate the time required for the postal delivery of the notice, whereas in case such objection is dismissed, the payment period or the extended payment period may not incorporate the time required for the postal delivery of the dismissal notice.

The time required for the postal delivery in the preceding paragraph shall be specified by the sales agency according to the actual situation.

Article 20

Issuances of the title transfer certificate and handling of the registration of title transfer:

After the purchaser pays the price with a lump sum in full, the sales agency shall immediately handle the transfer of property cadastration and issue a title transfer certificate within five days, unless otherwise under special circumstances where the income from disposal of the property is affected.

The date of issuance of the title transfer certificate is the actual payment date of the purchaser. However, where the purchaser pays the price at the financial institution by check, the date of payment in full shall be the date stamped by the financial institution on the payment notice, and the title transfer certificate is not issued until the check is cashed.

In case a lump sum payment in full made by the purchaser:

The title transfer certificate can be collected by the purchaser, via a notice to the purchaser, within five days, or can be served to the purchaser by registered and receipt requested mail. When collecting in person, the purchaser shall be verified against the information of the purchaser, and be requested to affix his/her seal on the stub of the title transfer certificate.

Where the title transfer certificate is not collected by the purchaser

within the time limit, it shall be served to the purchaser by registered and receipt requested mail. After the related registration document and form is chopped by the sales agency, they shall be given to the purchaser for the handling of the registration of the title transfer at the land office within the jurisdiction within the time limit specified by the Land Act.

Article 21

After issuing the title transfer certificate, the sales agency shall notify the land administration office where the land is located, of the information such as the marking, the holding, and the object of the assignment and sale, of the real estate, and the Certificate No. of title transfer.

Article 22

If the price payment is not made within the payment period, the purchase case shall be cancelled and the purchaser shall be notified thereof, while the purchase case shall be filed for reference.

Article 23

In the sale case of the object of sale as the owner of a specific real estate, if the object of the sale has such real estate transferred to/ registered under a third party (excluding the circumstance of inheritance) before payment is made as per payment notice, then the purchase case shall be handled in the following manner within a time limit or cancelled beyond such time limit, unless otherwise approved by the Executive Yuan or the Ministry of Finance for re-reporting and re-approval:

Both the owners before and after the transfer of the assignment and sale shall jointly apply to change the name of the purchaser, and the new owner shall become the purchaser for the subsequent handling of the purchase case.

The new owner shall make a new application for purchase along with supporting documents and the original purchase shall be cancelled. However, whatever processing procedure already completed in the original purchase shall be sustained, unless otherwise already beyond the time limit as per provisions.

In the case of the purchase of the national fragmented land, if the owner of the private land within the scope of incorporated use has such land transferred to/ registered under a third party before the payment is made as per payment notice, then the purchase case shall be handled in the following manner:

Where the certificate of incorporated use shall be re-applied as per the review by the local government, the sales agency shall notify the purchaser to re-apply to the local government for the issuance of the certificate of incorporated use within a time limit, or the purchase case shall be cancelled beyond the time limit.

Where the certificate of incorporated use does not need re-application

as per the review by the local government
or due to lack of relevant provisions, the purchase case shall be handled within the time limit according to the methods in the preceding subparagraphs, or cancelled beyond the time limit.

Article 24

Under any one of the following circumstances after the review of the purchase case, the purchase case may
be cancelled and the purchaser may be notified of the reasons:

Where there is any noncompliance with the statutory provisions for the sale of the property.

Where any one of the following circumstances is applicable to the real estate under the purchase:

Where the process of being registered as the national property for the land has not been completed.

Where the property shall not be sold, or transferred to private ownership, as per statutory provisions.

Where the property has been approved for the purpose, plan, or disposal method by the Executive Yuan, the
Ministry of Finance, the NPA, or the sales agency.

Where the property under the purchase case has been applied for appropriation or reserved for public use
by a government authority.

Where the non-urban land defined is classified as the land for transportation and water resource, or with
the current status as roadways, ditches, and sidewalks, which shall be reserved for public use or is characterized with the easement relation as determined by the competent authority, except for those purchase cases satisfying the proviso of Item 5, Subparagraph (II), Article 17 of these Operation Procedures.

Where the land is currently an irrigation ditch required for preservation as determined by the irrigation
association.

Where the property is involved in a dispute that cannot be resolved in a short period of time, and such
dispute is significant enough to affect the key elements for the assignment or sale.

Where the property has been paid for, applied against the compensation, or sold without the completion
of the registration of the title transfer.

Where the property is on loan and unable to be recalled in a short period of time.

Where the holder with the preferential right to buy has paid for the purchase under the same conditions.

Where the land fails be severed as per statutory provisions.

Where matters involving the handling by other authorities, yet such matters cannot be handled as per the
review by and the reply from such other authorities.

Where the land is now restricted from sale due to the change of zoning

for land uses
under the urban planning, or from transfer to private ownership as planned, before the payment is made as per payment notice.
Where the purchaser is notified to make correction, yet fails to rectify accordingly within the deadline,
or to complete the correction according to the correction matters within the deadline.
Where the purchaser is notified to make payment, yet fails to pay accordingly within the deadline, or to
complete the payment in full before the deadline.
Where the object, subject, or legal basis of the sale has changed for the case of sale previously approved
by the Executive Yuan or the Ministry of Finance, excluding the following situations:
The object of the sale dies, and the inheritor becomes the succeeding purchaser.
In the case of sale that is handled as per approximate area, a discrepancy is evident between the actual
area and the original approved area after the subject of the sale is severed and registered by the land
office according to the actual scope of use. As well, the location and scope of the land after the partition do not affect the key elements of the assignment or sale.
There is a change to the subject of the assignment or sale due to the re-survey of the cadastral map by
the land office. As well, the location and scope of the land after the re-survey do not affect the key elements of the assignment or sale.

Article 25

The operating period and control method of the purchase case shall be determined by the
sales agency depending on the jurisdictional and actual needs, and then reported to the NPA for future reference.

Article 26

Where the purchaser is not the lessee of the leased national non-public use real estate, the following
methods shall be followed:
For those
lease agreements in the nature of site, forest land, farmland or aquacultural land not applicable to the provisions of the 37.5% Arable Rent Reduction Act, etc., the purchaser is required to attach a letter of consent
waiving the lessee’s right to lease. Or, if such letter of consent cannot be attached, to attach a letter of consent agreeing to accept a leasing relationship.
For those lease agreements in the nature of farmland or aquacultural land which are applicable to the provisions
of the 37.5% Arable Rent Reduction Act:

Where the lease agreement may be terminated due to conformity to the provisions of Paragraph 1, Article 76 of the Equalization of Land Rights Act and Subparagraph 5, Paragraph 1, Article 17 of the 37.5% Arable Rent Reduction Act, the purchaser is not required to attach the letter of consent waving the lessee's right to lease.

Where the lease agreement may be terminated due to nonconformity to the provisions of Paragraph 1, Article 76 of the Equalization of Land Rights Act and Subparagraph 5, Paragraph 1, Article 17 of the 37.5% Arable Rent Reduction Act, the purchaser is required to attach a letter of consent waiving the lessee's right to lease. Or, if such letter of consent cannot be attached, to attach a letter of consent agreeing to accept a leasing relationship. Moreover, after the sale is approved and the purchaser is willing to make the purchase, the purchaser shall notify the lessee meeting the provisions of Article 107 of the Land Act and Article 5 of the Farmland Readjustment Act in determining the exercise of the preferential right to buy.

Where Taiwan Power Company (TPC) is in need of using the national land that has been leased by the sales agency for the establishment of public business, the lease agreement shall not be terminated due to the need for the establishment of public business, unless otherwise for reasons stipulated by law. TPC is required to attach the letter of consent from the lessee waiving the lessee's right to lease.

Article 27

Where the purchaser is not restricted in conducting purchase and sale with the sales agency as excluded by the provisions of the Act on Recusal of Public Servants Due to Conflicts of Interest, the following methods shall be followed:

For natural persons, juridical persons, or other non-juristic entities that can be the subject of the rights:

the purchaser shall provide an affidavit affirming that none of the purchasers, oneself, or a related responsible person, director, independent director, supervisor, manager, or person in a similar position, is a member of the Legislative Yuan or the Control Yuan, a public servant supervising the business of national properties who is employed at the Executive Yuan, the Ministry of Finance, the NPA, or the sales agency, or a party related to such members or public servants.

For state-owned enterprises:

The competent authority shall be resorted to in determining whether the act of the transaction is indeed for the implementation of national construction or public policy, or for the purpose of public welfare, and in compliance with the provisions of the proviso in Subparagraph 5, Paragraph 1, Article 14 of the Act on Recusal of Public Servants Due to Conflicts

of Interest. The subject state-owned enterprise shall provide an affidavit affirming the aforementioned matters.

Where the competent authority and its affiliated state-owned enterprise have not handled the review and determination or made affirmation via affidavit according to the matters in the preceding item, the state-owned enterprise shall provide an affidavit for affirmation according to the method mentioned in Subparagraph (I) above.

Article 28

Where another party enjoys the preferential right to buy on the national non-public use real estate under the purchase, the following methods shall be followed:

After the price is assessed (or calculated) according to the Appraisal Regulations for National Property or other legal provisions, the purchaser is first notified to reply, within a time limit, whether he/she is willing to pay for the purchase. Once the purchaser expresses his/her willingness to pay for the purchase, the party with the preferential right to buy is then consulted regarding his/her willingness to purchase the subject property under the same conditions. The abovementioned notice to the purchaser is deemed to have been issued in accordance with the provisions of Paragraph 3 of Article 29 of the Operating Procedures for the Assessment of National Properties.

After the objection, if any, to the price raised by the purchase is handled according to the objection handling procedure, the purchaser is notified again of the price, either the same as the original assessed (or calculated) price or the newly assessed or appraised price, and is requested to reply, within a time limit, whether he/she is willing to pay for the purchase. Once the purchaser expresses his/her willingness to pay for the purchase, the party with the preferential right to buy is then consulted regarding his/her willingness to purchase the subject property under the same conditions.

Where the party with the preferential right to buy waives his/her preferential right to buy or fails to claim such right within the time limit, the purchaser shall be notified to make payment within a time limit

When the official letter to the party with the preferential right to buy cannot be served, it shall be handled according to the delivery method provided in the Administrative Procedure Act.

Article 29

Where the real estate under the purchase is leased or occupied by the purchaser, the rents or compensations for use that must be recovered shall be recorded in the payment notice, including starting and ending dates, as well as the amount, for the collection, where the purchaser shall be required to pay the outstanding amount in full along with the price. The calculation

of the outstanding amount shall be based on the relevant provisions of the Regulations for Leasing of National Non-public Use Real Estate and the Disposal Directions for Occupied National Non-public Use Real Estate, which shall cover the time until the date
such payment is made.

Article 30
Where the title transfer certificate is lost, the purchaser can apply to the
sales agency for a replacement, whereas the
sales agency shall reissue the certificate within three days with the word "Reissue" stamped on the upper right corner of the certificate and shall notify the land administration
authority.
When the applicant dies, some inheritors may submit a copy of the household registration certificate containing
the applicant's death record, a copy of the inheritor's household registration certificate and the genealogical list of inheritance, and apply for a reissue after they are willing to resolve any disputes.
Article 31
In the event of the death of the purchaser, the legitimate inheritor shall apply for transfer of ownership
of the purchase in accordance with the following provisions:
Where the purchaser dies before the
sales agency notifies the purchaser of the payment, some of the inheritors may provide photocopies of the supporting documents, namely the household registration certificate
containing the death record of the purchaser, the inheritor's household registration certificate, and the genealogical list of inheritance; as well as provide an affidavit affirming inheritor's willingness to accept the
sales agency's change of the name of the purchaser into the name of all inheritors (except for those waving the right to inherit) after any disputes are dealt with, where
the original purchase case is to proceed therefrom continuously.
Where the purchaser dies without making the payment after the
sales agency notifies the purchaser of the payment, if the inheritor pays for the payment on behalf of the deceased purchaser, then the inheritor may provide photocopies of
the supporting documents, namely the household registration certificate containing the death record of the purchaser, the inheritor's household registration certificate, and the genealogical list of inheritance; as well as provide an affidavit affirming inheritor's
willingness to be issued with a title transfer certificate in the name of all inheritors (except for those waving the right to inherit) after any disputes are dealt with, where such title transfer certificate can be used for the registration of the title right

transfer.

Where the purchaser dies after making the payment but before the title transfer certificate is issued,

some of the inheritors may provide photocopies of the supporting documents, namely the household registration certificate containing the death record of the purchaser, the inheritor's household registration certificate, and the genealogical list of inheritance;

as well as provide an affidavit affirming the inheritor's willingness to collect the title transfer certificate on behalf of the purchaser after any disputes are dealt with, where the title transfer certificate is issued with the name of the original purchaser

and is registered by the inheritor according to the law.

Where the purchaser dies before making the supplement payment that is due, the inheritor, who collects

the title transfer certificate or applies for the registration of the title right transfer on behalf of the purchaser, may clear up the due payment before handling subsequent matters.

In the case of Subparagraphs (I) and (II) in the preceding paragraph, if all of the inheritors have attached

the estate division agreement, then a title transfer certificate may be issued in the name of partial inheritors in accordance with the agreement.

Article 32

For that national non-public use real estate that has been sold, the sales agency shall compile such information into a consolidated list which also incorporates information about those properties sold by tender, and shall submit such list

along with a letter to the NPA once every six months before the NPA further forwards such report to the Executive Yuan for future reference.

For the national non-public use real estate under sale, if the area is substantial and the price exceeds

NT$100 million, such information shall be compiled into a consolidated list and forwarded to the NPA once every six months, and further forwarded to the Finance Committee of the Legislative Yuan for future reference.

Any national non-public use lands under sale shall be first announced online, which cannot be handled for

sale until one month after such announced information has reached the Finance Committee of the Legislative Yuan. However, where the purchase case is cancelled as per provisions, if the purchaser re-applies for the purchase with the supporting documents, the

purchase subject has been announced online and reached the Finance Committee of the Legislative Yuan within the required time, the online announcement and compilation of the list of property information can be exempted.

Article 33

Where the purchase is in urgent need of using the land in advance, or the land needs under the purchase

does not allow the sale until the completion of certain matters, the

purchaser may apply to pay for an advance deposit after the sale is approved, who is then to be issued with a letter of consent for the right to use the national land or a certificate for agreeing to the handling of specific matters.

The collecting standard and payment method of the advance deposit in the preceding paragraph are as follows:

Calculation and charge is based on the estimated market price at that time with 50% markup (unless the price has been otherwise assessed by the Assessment Committee of the NPA, where the assessed price shall prevail for the calculation and collection):

Application types:

The owner of the adjacent land applies for the purchase of the national fragmented land, who is eager to merge the land for a construction case.

The sale has been approved (without conditions attached), yet the valuation or transfer registration procedures have not been completed, and the purchaser is urgently in need of using the land under the purchase case in advance.

Payment method: Payment shall be made in cash.

The calculation and collection is based on the estimated market price at that time:

Application types:

The agreement is established in land adjustment by the owner of the adjacent land, and such owner is in need of using the national land that shall be registered under the name of the owner after adjustment.

A government-owned enterprise applies for the sale in accordance with provisions of Article 50 of the National Property Act, and is in need of using the national land under the case due to the construction project.

The central competent authority, the special municipalities or county (city) governments, the public or private enterprise, or the owner establishing the business, is developing an industrial park, and is in need of using the national land under the case within the scope of such development.

Payment method: Payment shall be made in cash.

The calculation and collection is based on the estimated market price after the development or the converting classification:

Application types: The case of sale has been approved for handling after the completion of specific matters, where an application for converting classification or soil and water conservation is involved.

Payment method: Payment can be paid in cash, or be pledged against a deposit certificate set by a public or private bank.

Article 34

The area of the real estate under sale shall be based on the record in the land or building register of
the land office. However, upon finding the inconsistency of the area after sale, the purchaser may handle the re-survey of the land jointly with the sales agency, at the cost of the purchaser, within six months after the sale, unless such error is otherwise made by the land
office in survey or registration. Moreover, the area, increased or decreased after the correction, shall be the basis for the calculation of the price difference, and payment
supplement or refund shall be handled accordingly. The application for error correction cannot be accepted beyond the time limit.
Where the actual area of the land increases or decreases compared to the sold area due to an error in the
survey or registration by the land office in the preceding paragraph, the correction may be handled within 15 years from the date of the payment by the purchaser according
to the following provisions:

In the case of reduced area: The purchaser may apply for a refund of the overpaid price along with a letter
of consent agreeing to such refund for the area shortage without interest, while never claiming other compensation for damage.

In the case of increased area: The
sales agency shall calculate the difference in land price based on the price at the time of the sale, while notifying the purchaser to make the supplement payment. Regarding
the purchaser's failing to make the supplement payment, judicial proceedings may be resorted to, if necessary.

The formula for calculating the difference in land price, either underpay or overpay, in the preceding
two paragraphs is as follows: the price of the assignment or sale is divided by the area under the assignment or sale, which is then multiplied by the area increased or decreased.

Article 35

In the case of the sale of the national non-public use real estate, if the buyer requests the cancellation
of the contract of purchase and sale and the return of the payment previously made, then the following methods shall be followed:

Where the cause for the cancellation of the contract of purchase and sale is not attributable to both parties:
the contract of purchase and sale may be cancelled via agreement, and the payment previously made can be refunded without interest. In case the buyer requests the calculation of interest, the agreement shall be made such that the payment previously made shall
be refunded first, whereas the interest may be claimed through litigation proceedings.

Where the cause for the cancellation of the contract of purchase and sale is attributable to the
sales agency: The agreement shall be made for the return of the

payment previously made. In case the buyer requests the calculation of interest, the interest rate shall be
calculated based on the average interest rate for the one-year deposit of the five major banks announced by the Central Bank at the time of the application for the interest, without exceeding the statutory interest rate.
The returned land price shall be refunded by the sales agency, and the interest therefrom shall be paid by the sales agency under the funds related to the national property business, and any shortfall shall be handled according to the budgeting procedure.

Article 36

The format of the application, affidavit, commitment letter, etc. required for the handling of the sale
of the national non-public use real estate shall be separately specified by the NPA.

Data Source：Ministry of Finance, R.O.C. Laws and Regulations Retrieving System