

**BY HAND**

Estate Agents Authority  
48/F Hopewell Centre  
183 Queen's Road East  
Hong Kong

21 May 2013

Attention: Chief Executive Officer

Dear Sirs,

**Secondary Market Scheme in respect of  
Home Ownership Scheme, Private Sector Participation Scheme and  
Tenants Purchase Scheme**

1. We refer to the Secondary Market Scheme administered by the Hong Kong Housing Authority (HA). We would like to seek your assistance in informing your members the revision of the documentation under the Scheme.

**(A) Scheme of Extending Home Ownership Scheme (HOS) Secondary Market to White Form Buyers**

2. With the implementation of the above Scheme, White Form buyers are eligible to purchase flats under Secondary Market Scheme (SMS). In this regard, the HA will issue a different Certificate of Eligibility to Purchase for White form buyers. The existing Certificate of Eligibility to Purchase under Appendix 2 will be replaced by the enclosed new Certificate of Eligibility to Purchase under Appendix 2a and 2b for Green Form buyers and White Form buyers respectively.

3. We have also revised the form of Declaration by the Purchaser. Both Green form and White form buyer has to submit the revised Declaration (the new Appendix 4a) and the White form buyer has to submit an additional acknowledgement (the new Appendix 4b) when they apply for the Letter of Nomination. The Application Letter for the Letter of Nomination is also revised accordingly (Appendix 5). The updated version can be in use with immediate effect. In any event, the updated version must be adopted from **1 June 2013** onwards.

**(B) Sale of Surplus HOS Flats Phase 7**

**Blocks F, G, H, J, K and L of Tin Chung Court, Tin Shui Wai**

**Separate set of prescribed forms of Provisional Agreement for Sale and Purchase, Formal Agreement for Sale and Purchase, Assignment under SMS**

4. The HA has recently endorsed to put up the remaining stock of flats for sale in one go under the Sale of Surplus HOS Flats Phase 7.

5. The sale includes 825 flats of Blocks F, G, H, J, K and L of Tin Chung Court in Tin Shui Wai ("Designated Tin Chung Court Flats"). A list identifying all these flats is attached for your members' reference (the new Appendix 10).

6. We would like to bring to the attention of your members that there have been disputes between HA and the other owners of residential flats of Tin Chung Court over the liabilities for payment of management fees for the Tin Chung Court Flats ("the disputes"). Up to now, however, the disputes have not been resolved.

7. To give proper protection to its purchasers, HA has incorporated special conditions ("Special Conditions") including an indemnity from HA in favour of the purchasers, successors in title and assigns against certain claims subject to their compliance with the relevant conditions ("HA's Indemnity") in the relevant agreements for sale and purchase and assignments in its sale of the Designated Tin Chung Court Flats.

8. HA's purchasers of the Designated Tin Chung Court Flats may, after completion of their purchase, seek to sell their flats in the open market or under the SMS. For any such sale, HA has required, as one of the conditions precedent to its purchasers' and/or their successors' and assigns' entitlement to HA's Indemnity, that similar Special Conditions be added to the terms of any such subsequent sale. The same will also apply to any subsequent sales of any of the Designated Tin Chung Court Flats by the successors in title and assigns of HA's purchasers and the chargee banks exercising their power of sale during the subsistence of the disputes.

9. For sale of all flats under the SMS, the parties are required to adopt the prescribed forms of the Provisional Agreement for Sale and Purchase, the Agreement for Sale and Purchase and the Assignment (collectively "Sale Documents") (the present Appendix 3, Appendix 8 and Appendix 9). In view of the Special Conditions and HA's Indemnity for the Designated Tin Chung Court Flats, HA has prepared another set of prescribed forms of the Sale Documents pursuant to paragraph 4(c)(C) of the Schedule to the Housing Ordinance for the sales of the Designated Tin Chung Court Flats under the SMS, whether by an owner or by a chargee

exercising the power of sale under the relevant Legal Charge. Copies of such Sale Documents are attached to this letter. (new Appendix 3b, Appendix 8b and Appendix 9b). In the event of sale of the Designated Tin Chung Court Flats under the SMS while the disputes are still subsisting, the parties must adopt the attached prescribed forms of Sale Documents which are considered as authorized for the purpose of paragraph 4(c)(C) of the Schedule to the Housing Ordinance until HA informs you in writing to the contrary. HA would write to you for such purpose after the disputes have been resolved and it becomes unnecessary to adopt the attached prescribed forms of Sale Documents.

10. For sale of the Designated Tin Chung Court Flats in the open market, the parties are free to negotiate on the terms of the sale and purchase transaction. In order to gain the protection of HA's Indemnity, similar Special Conditions should be added in their sale documents. As the PASP is often signed at the front of estate agents and/or salespersons without any involvement of lawyers, the estate agents and the salespersons concerned should be reminded to include the Special Conditions in the PASP while the disputes are still subsisting. The estate agents and salespersons should urge the parties (both the vendor and purchaser) to seek appropriate legal advice before signing any binding agreement like PASP, and to conduct updated searches and enquiries of the legal position so that they are fully aware of the legal effect and implication of the PASP they are signing and the risk concerned.

11. It must, however, be emphasized that HA is not, by any of the matters aforesaid, offering any legal opinion to the parties to any such future sales, or warranting in any way that the provisions or covenants contained in any of the Sale Documents would adequately protect their interest or deal with any risk the parties may be faced with. It must be for the interested vendors and purchasers to seek legal advice on their position and the risks concerned, and after receiving such legal advice, to decide whether to proceed with any sale or purchase of any of the Designated Tin Chung Court Flats.

12. We would be grateful if you would kindly draw your members' special attention to this matter, so that appropriate action may be taken if they act for any parties who are selling or purchasing one of the Designated Tin Chung Court Flats, or are interested in doing so. In particular, your members should pay special attention that the appropriate prescribed forms of Sale Documents in the sale and purchase of the Designated Tin Chung Court Flats under the SMS should be adopted. For the sale of flats other than the Designated Tin Chung Court Flats under the SMS, the ordinary prescribed forms of Sale Documents should be adopted.

13. For the avoidance of doubt, we would also emphasize that nothing in this letter shall be construed as admission of liability by HA of the disputes or in any way prejudice HA's defence in respect of any of the related claims.

### **(C) Amendment of Stamp Duty Ordinance**

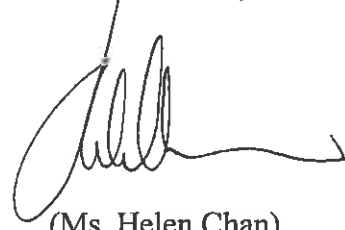
14. In view of the recent amendment of the Stamp Duty Ordinance, we have also amended the provisions relating to the payment of the stamp duty in both sets of the Provisional Agreement for Sale and Purchase and the Formal Agreement for Sale and Purchase. (Appendix 3a and 3b and Appendix 8a and 8b). The updated version can be in use with immediate effect. In any event, all members must adopt the updated version from 1 July 2013 onwards.

15. For your ease of reference, please see enclosed the updated version of the Procedural Guidelines of the Secondary Market Scheme together with its Appendices as follows:-

- Procedural Guidelines
- Appendix 1 – Certificate of Availability for Sale
- Appendix 2a - Certificate of Eligibility to Purchase (Green Form Status)
- Appendix 2b - Certificate of Eligibility to Purchase (White Form Status)
- Appendix 3a – Provisional Agreement for Sale and Purchase for all flats other than designated Tin Chung Court Flats
- Appendix 3b – Provisional Agreement for Sale and Purchase for designated Tin Chung Court Flats
- Appendix 4a - Declaration by the Purchaser
- Appendix 4b - Acknowledgement by White Form Buyer
- Appendix 5 – Application Letter for the Letter of Nomination
- Appendix 6 – Letter of Nomination
- Appendix 7 – Letter accompanying the issue of the Letter of Nomination
- Appendix 8a – Formal Agreement for Sale and Purchase for all flats other than designated Tin Chung Court Flats
- Appendix 8b – Formal Agreement for Sale and Purchase for designated Tin Chung Court Flats
- Appendix 9a – Assignment for all flats other than designated Tin Chung Court Flats
- Appendix 9b – Assignment for designated Tin Chung Court Flats
- Appendix 10 – List of designated Tin Chung Court Flats

16. We should be grateful if you can inform your members the above revised documents. If you have any queries, please do not hesitate to contact Ms. Helen Chan at 2761 6751 or Ms. Handa Lam at 2761 7115. Thank you for your assistance in this matter.

Yours faithfully,

A handwritten signature in black ink, appearing to be 'Helen Chan', written in a cursive style.

(Ms. Helen Chan)  
for Director of Housing

c.c. HM/HALU  
SHM/HS2 (w/o encls.)  
SES/HS1 (w/o encls.)

Encls.



## PROCEDURAL GUIDELINES OF THE SECONDARY MARKET SCHEME

1. Flat-owners who intend to dispose of their flats are required to apply to Housing Authority for a Certificate of Availability for the Sale ("CAS") after two years from the date of first assignment by Housing Authority (in case of HOS and TPS flats) or by the developer or Housing Authority (in case of PSPS flats).

### *Appendix 1 – Certificate of Availability for Sale*

2. Once the owners obtain the CAS, they can put the flats on sale in the Secondary Market. This can be done through the estate agents or by private negotiation.
3. Persons interested to purchase the flats in the Secondary Market are required to apply to Housing Authority for a Certificate of Eligibility to Purchase ("CEP"). Certain Green Form categories of persons are eligible to apply, namely the existing tenants of the public rental housing (PRH) estate of the Housing Authority and Housing Society or resident of Interim Housing Authority, and Green Form Certificates holders who include persons on the waiting list, persons affected by clearance and natural disaster, junior civil servants and public rental housing residents of HA who are issued with a Green Form Certificate due to divorce/splitting. Households living in private housing, who have submitted application under the Scheme of Extending the Home Ownership Scheme Secondary Market to White Form Buyers and are successfully allocated with quota, may also apply for a White Form CEP. The CEP will be valid for six months from the date of its issuance. The eligible purchasers are required to enter into a Provisional Agreement for Sale and Purchase ("PASP") within the validity period.

### *Appendix 2a– Certificate of Eligibility to Purchase (Green Form Status)*

### *Appendix 2b– Certificate of Eligibility to Purchase (White Form Status)*

4. The purchaser and the vendor either through the estate agent or by private negotiation will enter into a PASP which is in the prescribed form. Refer to Note.

### *Appendix 3a – Provisional Agreement for Sale and Purchase (For flats other than designated Tin Chung Court Flats)*

### *Appendix 3b – Provisional Agreement for Sale and Purchase (For designated Tin Chung Court Flats)*

5. Under the PASP, the Purchaser is required to apply for a Letter of Nomination from the Housing Authority at least seven (7) working days (or otherwise as the Housing Authority shall specify) before the signing of the Formal Agreement for Sale and Purchase ("ASP") but in any event no later than one month from the date of signing of the PASP.
6. The solicitors acting for the purchaser is required to apply on behalf of the purchaser for a Letter of Nomination from the Home Assistance Loan Unit (Secondary Market Scheme) of the Housing Authority. The solicitors are required to use a standard form of application letter (Appendix 5) accompanying by the originals of the CEP and CAS, a copy of the PASP, a Declaration (i.e. Appendix 4a for all purchasers) and an Acknowledgment (i.e. Appendix 4b for White Form Buyers only) signed by the purchaser and witnessed by the solicitor and a cashier order/solicitors' cheque for HK\$780 (subject to revision by the Housing Authority) being the application fee for the Letter of Nomination payable to Hong Kong Housing Authority.

### *Appendix 4a – Declaration by the purchaser (for all purchasers)*

### *Appendix 4b – Declaration by the purchaser (for White form Buyers only)*

*Acknowledgment*

*Appendix 5 – Application Letter for the Letter of Nomination**Appendix 6 – Letter of Nomination*

7. Having checked the details, a Letter of Nomination will be issued to the requesting solicitors subject to the condition that the solicitors will undertake to inform the Home Assistance Loan Unit (Secondary Market Scheme) of the progress of the sale and purchase, the date of signing of the ASP and the Assignment.

*Appendix 7 – Letter accompanying the issue of the Letter of Nomination*

8. The purchaser's solicitors are advised to register the Letter of Nomination in the relevant Land Registry.
9. The vendor and the purchaser will sign the ASP (also in the prescribed form) on a date agreed between the parties. The solicitors acting for the parties should advise the parties of the premium liability and for this purpose should check the title documents carefully to identify the relevant last assignment of the flat by the Housing Authority or by the developer (as the case may be) and provide in the ASP the appropriate Initial Market Value and Purchase Price as defined under paragraph 1 of the Schedule to the Housing Ordinance for such calculation. Refer to Note.

*Appendix 8a – Formal Agreement for Sale and Purchase for all flats other than designated Tin Chung Court Flats**Appendix 8b – Formal Agreement for Sale and Purchase for designated Tin Chung Court Flats*

10. Housing Authority has arranged with a number of financial institutions who will provide mortgage financing to the purchasers. Guarantee similar to the ones presently adopted for HOS/PSPS will be provided by HA to the financial institutions provided (inter alia) that a standard mortgage form is used.
11. Upon completion, the purchaser and the vendor will execute an assignment which is also in the prescribed form. The solicitors acting for the purchaser shall notify the Home Assistance Loan Unit (Secondary Market Scheme) of the Housing Authority the date of the ASP and the Assignment. Refer to Note.

*Appendix 9a – Assignment for all flats other than designated Tin Chung Court Flats**Appendix 9b – Assignment for designated Tin Chung Court Flats*

Note: Special Conditions including an indemnity from the Housing Authority are incorporated in the Provisional Agreement for Sale and Purchase, Formal Agreement for Sale and Purchase and Assignment for certain designated Tin Chung Court Flats

*Appendix 10 – List of designated Tin Chung Court Flats*



Application No.

申請書號碼：

Certificate No.

證明書號碼：

"Certificate of Availability for Sale"  
for Sale of Flats under  
Home Ownership Schemes Secondary Market Scheme  
under paragraph 4(c) of the Schedule to the Housing Ordinance (Cap.283)

居屋第二市場計劃  
「可供出售證明書」  
根據房屋條例（第283章）附表第4(c)段發出

Property :  
物業

Date of first assignment<sup>(1)</sup> :  
首次售出日期<sup>(1)</sup>

Date of the last HOS/PSPS/TPS assignment<sup>(2)</sup> :  
最近一份居者有其屋 / 私人機構參建居屋 / 租者置其屋轉讓契據日期<sup>(2)</sup>

Based on our records, we certify that the captioned property be available for sale under paragraph 4(c) of the Schedule to the Housing Ordinance (Cap. 283) as from \_\_\_\_\_, subject to the Premium Liability<sup>(3)</sup> to be assessed based on the information contained in the last HOS/PSPS/TPS assignment, particulars of which are as follows:

現根據本署的記錄，證明上述物業由 \_\_\_\_\_ 起，可根據房屋條例（第283章）附表第4(c)段的規定出售，惟該物業出售後仍有補償責任<sup>(3)</sup>的規限，補償金額將根據該物業最近一份居者有其屋 / 私人機構參建居屋 / 租者置其屋轉讓契據所載以下的資料釐定：

Purchase Price<sup>(4)</sup>  
當時購入價<sup>(4)</sup>

Initial Market Value<sup>(5)</sup>  
當初市值<sup>(5)</sup>

Please note this Certificate is not a document that certifies the Vendor's title of the Property.  
請注意此證明書並非確認這物業賣方業權的文件。

for Director of Housing  
房屋署署長

( \_\_\_\_\_ 代行)

Date :  
日期

- Notes:
- (1) For HOS/TPS flats, the date of first assignment refers to the date of first assignment of a particular flat from the Hong Kong Housing Authority to a purchaser, and in the case of PSPS flats, from the developer to the purchaser nominated by the Hong Kong Housing Authority or from the Hong Kong Housing Authority to a purchaser.
  - (2) The last HOS/PSPS/TPS assignment means the latest assignment under which the property was acquired from the Hong Kong Housing Authority/Developer under the Home Ownership Scheme/Private Sector Participation Scheme/Tenants Purchase Scheme.
  - (3) The amount of premium payable to the Hong Kong Housing Authority to relax the alienation restriction of the captioned property will be assessed upon application. The actual amount to be paid will be based on the "Prevailing Market Value" of the property at the time of payment of premium, as assessed by the Director of Housing and by the following calculation:

$$\text{Premium} = \frac{\text{Prevailing Market Value} \times (\text{Initial Market Value} - \text{Purchase Price})}{\text{Initial Market Value}}$$

- (4) "Purchase Price" as extracted from the last HOS/PSPS/TPS assignment means:
  - (a) where a list price is not specified in the deed of assignment, the consideration stated in the deed of assignment;
  - (b) where a list price is specified in the deed of assignment, the list price (applicable to flats sold on "Immediate Mortgage" term offered from HOS Phase 13B - Phase 16B and to TPS flats).
- (5) "Initial Market Value" means the full market value stated in the last HOS/PSPS/TPS assignment.
- (6) For the avoidance of doubts, this Certificate of Availability for Sale only certifies the date from which the flat is available for sale. It does not in any event certify other matters such as the owner's title to the property. Intending purchaser is strongly advised to seek independent legal advice on these matters and to verify the identity of the vendor.

## 譯文

- 註釋:
- (1) 就「居者有其屋計劃」/「租者置其屋計劃」樓宇而言，首次售出日期指由香港房屋委員會第一次將單位售予購樓人士時所簽訂的轉讓契據的日期；就「私人機構參建居屋計劃」樓宇而言，首次售出日期指由發展商將單位售予香港房屋委員會所指定的人士而簽訂轉讓契據的日期或由香港房屋委員會第一次將單位售予購樓人士的轉讓契據的日期。
  - (2) 最近一份居者有其屋計劃/私人參建居屋計劃/租者置其屋計劃轉讓契據指最近一次由香港房屋委員會/發展商經居者有其屋計劃/私人機構參建居屋計劃/租者置其屋計劃將樓宇售予購樓人士時所簽訂的轉讓契據。
  - (3) 香港房屋委員會會於收到業主申請時評定解除物業轉讓限制的補償金額，而實際需付金額，則根據物業於補償時的市值，由房屋署署長按下列公式評定：
 
$$\text{補償} = \frac{\text{補償時市值} \times (\text{當初市值} - \text{當時購入價})}{\text{當初市值}}$$
  - (4) 當時購入價是取自最近一份居者有其屋計劃/私人參建居屋計劃/租者置其屋計劃轉讓契據，並指：
    - (a) 若轉讓契據上沒有註明原來定價，則為轉讓契據所載的售價；
    - (b) 若轉讓契據上註明原來定價，則為該定價（適用於居屋計劃第十三期乙及十六期乙以「即時按揭」方式出售的樓宇及租者置其屋計劃單位）。
  - (5) 當初市值指最近一份居者有其屋計劃/私人機構參建居屋計劃/租者置其屋計劃轉讓契據上所載的十足市值。
  - (6) 此「可供出售證明書」只用作證明業主可在指定日期後在「居屋第二市場計劃」出售其單位，而並非用作證明其他事項，例如物業的業權。準買家必須就該等事項徵詢法律意見並在簽署臨時買賣合約前清楚查核業主的身份。



Application No.

Certificate No.

**"Certificate of Eligibility to Purchase"  
for Sale of Flats under  
Home Ownership Schemes Secondary Market Scheme  
under Paragraph 4(c) of the Schedule to the Housing Ordinance (Cap.283)  
(Green Form Status)**

This is to certify that \_\_\_\_\_ (Hong Kong Identity Card No. \_\_\_\_\_) is eligible for the purchase of a flat under the Home Ownership Scheme (HOS)/Private Sector Participation Scheme (PSPS)/Tenants Purchase Scheme(TPS) pursuant to paragraph 4(c) of the Schedule to the Housing Ordinance, subject to the terms and conditions stipulated overleaf.

( \_\_\_\_\_ )  
for Director of Housing

Date of issue:

Date of validity:

申請書號碼：

證明書號碼：

**居屋第二市場計劃  
「購買資格證明書」  
根據房屋條例(第 283 章)附表第 4(c)段發出  
(綠表資格)**

現證明 \_\_\_\_\_ 先生 / 女士  
(香港身份證號碼： \_\_\_\_\_) 合資格根據房屋條例附表第 4(c)段的規定，購買居者有其屋計劃 / 私人機構參建居屋計劃 / 租者置其屋計劃樓宇，惟買賣須符合背頁載列的條款及條件。

房屋署署長

( \_\_\_\_\_ )

簽發日期：

有效日期：

## Terms and Conditions

1. This "Certificate of Eligibility to Purchase" is valid for six months from the date of issue.
2. The issue of this Certificate entitles the holder of this Certificate within the validity period to enter into a provisional agreement for sale and purchase of a flat in respect of which a "Certificate of Availability for Sale" has been issued by the Hong Kong Housing Authority. The sale and purchase of the flat will be proceeded on the basis that upon completion, the liability for payment of premium (being a sum proportionate to the price discount for the latest sale of the flat under the Home Ownership Scheme/Private Sector Participation Scheme/Tenants Purchase Scheme) under paragraph 1 of the Schedule to the Housing Ordinance shall rest with the purchaser.
3. The provisional agreement for sale and purchase MUST be in the prescribed form as annexed in the Appendix 1 to this Certificate, subject to such modification as the Hong Kong Housing Authority may direct from time to time.
4. After purchase of a flat under SMS, should the purchaser(s) mortgage the flat to financial institution which entered into the Deed of Guarantee with the HA and if default on mortgage payments before paying off the mortgage loan, the financial institution concerned will sell the flat. Should the sale proceeds of the flat fail to cover the full outstanding balance of the mortgage and all the interest, legal costs, administration fees, etc. payable under the mortgage, the financial institution will, pursuant to the Deed of Guarantee, make a claim against the HA for the payment of all the above arrears that the purchaser(s) owe. The HA shall under the Deed of Guarantee pay the same to the financial institution. In relation to the payments made by the HA to the financial institution, the HA will then claim from the purchaser(s) all the above arrears and the interest.
5. The solicitor representing the purchaser(s) will apply to the HA for a Letter of Nomination within one month from the date of the Provisional Agreement for Sale and Purchase for confirmation of the eligibility of the purchaser(s), and that the purchaser(s) shall sign the formal Agreement for Sale and Purchase and the Deed of Assignment to complete the transaction only after the issue of the Letter of Nomination.
6. To obtain the "Letter of Nomination", the holder of this Certificate shall through his solicitors at least 7 working days prior to the date when the "Letter of Nomination" is required, submit to the Hong Kong Housing Authority the following documents:
  - (a) original of a "Certificate of Availability for Sale"
  - (b) original of a valid "Certificate of Eligibility to Purchase"
  - (c) a Declaration in support of the Application for Letter of Nomination duly declared by the purchaser(s) under the provisional agreement for sale and purchase in the form as annexed in Appendix 2 to this Certificate
  - (d) a copy of the provisional agreement for sale and purchase in the prescribed form
  - (e) application fee of HK\$780 (to be paid by cashier order or solicitors' cheque)

## 條款及條件

1. 此「購買資格證明書」由發出日期起六個月內有效。
2. 此證明書的持有人可於證明書的有效內簽訂臨時買賣合約，購買獲香港房屋委員會發出「可供出售證明書」的樓宇。就此等樓宇的買賣而言，樓宇買賣手續完成後，根據房屋條例附表第1段規定繳付補價的責任（即繳付根據最近一次該樓宇經居者有其屋計劃/私人機構參建居屋計劃/租者置其屋計劃發售時的折扣價格按比例計算的款額），便會由購樓者承擔。
3. 臨時買賣合約必須符合特定的格式（見附表1），該等格式可不時由香港房屋委員會指示修改。
4. 在購買「居屋第二市場計劃」單位（該單位）後，如買方把單位抵押給參予按揭計劃的財務機構而又在尚未償還所有按揭貸款前終止供款，財務機構將會出售該單位，若出售單位所得的款項未能全數償還買方向欠有關財務機構的按揭貸款餘額及一切有關的利息、法律及行政費用等，有關財務機構會根據「按揭保證契據」向房委會申索買方的上述所有欠款，而房委會亦會根據「按揭保證契據」支付財務機構該等欠款。此後，房委會將就有關上述支付財務機構之欠款向買方追討所有欠款及利息。
5. 買方同意在簽訂臨時買賣合約日期起計一個月內，由代表律師向房委會申請「提名信」以確認資格，在「提名信」發出後，方可簽訂正式買賣合約及轉讓契據，完成樓宇買賣手續。
6. 本證明書持有人如欲在某一日期獲發「提名信」，則須在該日期之前最少七個工作日，經律師向香港房屋委員會提交下述文件及繳交有關費用：
  - (a) 「可供出售證明書」正本
  - (b) 有效的「購買資格證明書」正本
  - (c) 一份由買方用作支持其申請提名信的聲明書（特定格式見附表2）
  - (d) 臨時買賣合約（該臨時買賣合約須用特定格式）
  - (e) 港幣七百八十元正的申請費（須以本票或律師樓發出的支票繳付）

7. Letter of Nomination will not be issued to a holder of Certificate of Eligibility to Purchase who is the tenant or family member of a public housing flat of the Hong Kong Housing Authority or Housing Society if as at the date of the provisional agreement for sale and purchase a notice for termination of the tenancy of the flat has been issued.
8. Letter of Nomination will not be issued if there is conviction of any person under Section 26(2) of the Housing Ordinance in respect of the application for this Certificate of Eligibility to Purchase.
9. Letter of Nomination will be invalidated by the Hong Kong Housing Authority if prior to completion of sale and purchase, there is conviction of any person under Section 26(2) of the Housing Ordinance in respect of the application for the Certificate of Eligibility to Purchase and/or the Letter of Nomination.
10. The holder of this Certificate of Eligibility to Purchase must be the purchaser under the provisional agreement for sale and purchase. If any other person shall also be named as the purchaser he/she must be a person listed in the application form for the Certificate of Eligibility to Purchase. The number of purchasers shall not exceed two. The purchasers must hold the property as Joint Tenants.
11. The purchaser(s) shall not sub-sell the property or transfer the benefit of the provisional agreement for sale and purchase and/or the formal agreement for sale and purchase, in whatever manner, before completion of the sale and purchase of the flat.
12. The Hong Kong Housing Authority may require the purchaser(s) such further document as the Hong Kong Housing Authority shall require to establish the eligibility of the purchaser(s) for the Letter of Nomination.
13. The Hong Kong Housing Authority shall not in any event be liable if the Letter of Nomination cannot be issued to the purchaser(s) within the period as specified under paragraph 5 above due to the non-compliance of any of the terms and conditions herein contained and or the inability of the purchaser(s) to provide to the Hong Kong Housing Authority all documents as required to prove his eligibility for the issue of the Letter of Nomination.

## 譯文

- 倘符合上述規定而在簽署臨時買賣合約當日，此證明書的持有人仍然符合香港房屋委員會有關購買該等樓宇的各項資格準則，便會獲發「提名信」。
7. 如本證明書的持有人為香港房屋委員會或房屋協會轄下屋邨單位的住戶或家庭成員，而在簽署臨時買賣合約當日香港房屋委員會/房屋協會已發出通知終止有關單位的租約，本證明書持有人將不會獲發「提名信」。
  8. 若發覺任何人士就有關本證明書觸犯房屋條例第26(2)條，本證明書持有人將不會獲發「提名信」。
  9. 若發覺任何人士在物業成交前就申請本證明書或「提名信」觸犯房屋條例第26(2)條，香港房屋委員會將有權取消所發出之「提名信」。
  10. 本證明書持有人必須為臨時買賣合約的買方。若買方多於一人，另一人必須是「購買資格證明書」申請表上所列之人士。買方最多不可超過兩人，並必須以聯權方式持有該樓宇。
  11. 買方不得在樓宇買賣成交前將樓宇或臨時買賣合約/正式買賣合約的權益轉讓或售予第三者。
  12. 香港房屋委員會可要求買方提供香港房屋委員會所需的其他文件，以證明買方符合獲發「提名信」的資格。
  13. 倘因本證明書所載的任何條款及條件不獲遵從，及/或買方無法向香港房屋委員會提供證明其合資格獲發「提名信」的一切所需文件，導致有關的「提名信」不能於上述第5段指定的期間內發給買方，香港房屋委員會概無須負上任何責任。



Application No.

Certificate No.

**"Certificate of Eligibility to Purchase"  
for Sale of Flats under  
Home Ownership Schemes Secondary Market Scheme  
under Paragraph 4(c) of the Schedule to the Housing Ordinance (Cap.283)  
(White Form Status)**

This is to certify that \_\_\_\_\_ (Hong Kong Identity Card No. \_\_\_\_\_) is eligible for the purchase of a flat under the Home Ownership Scheme (HOS)/Private Sector Participation Scheme (PSPS)/Tenants Purchase Scheme(TPS) pursuant to paragraph 4(c) of the Schedule to the Housing Ordinance, subject to the terms and conditions stipulated overleaf.

( \_\_\_\_\_ )  
for Director of Housing

Date:  
Date of Validity:

申請書號碼：

證明書號碼：

**居屋第二市場計劃  
「購買資格證明書」  
根據房屋條例(第 283 章)附表第 4(c)段發出  
(白表資格)**

現證明 \_\_\_\_\_ 先生 / 女士  
(香港身份證號碼： \_\_\_\_\_)合資格根據房屋條例附表第 4(c)段的規定，購買居者有其屋計劃 / 私人機構  
參建居屋計劃 / 租者置其屋計劃樓宇，惟買賣須符合背頁載列的條款及條件。

房屋署署長

( \_\_\_\_\_ 代行 )

日期：  
有效日期：

## Terms and Conditions

1. This "Certificate of Eligibility to Purchase" is valid for six months from the date of issue.
2. The issue of this Certificate entitles the holder of this Certificate within the validity period to enter into a provisional agreement for sale and purchase of a flat in respect of which a "Certificate of Availability for Sale" has been issued by the Hong Kong Housing Authority. The sale and purchase of the flat will be proceeded on the basis that upon completion, the liability for payment of premium (being a sum proportionate to the price discount for the latest sale of the flat under the Home Ownership Scheme/Private Sector Participation Scheme/Tenants Purchase Scheme) under paragraph 1 of the Schedule to the Housing Ordinance shall rest with the purchaser.
3. The provisional agreement for sale and purchase MUST be in the prescribed form as annexed in the Appendix 1 to this Certificate, subject to such modification as the Hong Kong Housing Authority may direct from time to time.
4. After purchase of a flat under SMS, should the purchaser(s) mortgage the flat to financial institution which entered into the Deed of Guarantee with the HA and if default on mortgage payments before paying off the mortgage loan, the financial institution concerned will sell the flat. Should the sale proceeds of the flat fail to cover the full outstanding balance of the mortgage and all the interest, legal costs, administration fees, etc. payable under the mortgage, the financial institution will, pursuant to the Deed of Guarantee, make a claim against the HA for the payment of all the above arrears that the purchaser(s) the purchaser(s) owe. The HA shall under the Deed of Guarantee pay the same to the financial institution. In relation to the payments made by the HA to the financial institution, the HA will then claim from the purchaser(s) all the above arrears and the interest.
5. The solicitor representing the purchaser(s) will apply to the HA for a Letter of Nomination within one month from the date of the Provisional Agreement for Sale and Purchase for confirmation of the eligibility of the purchaser(s), and that the purchaser(s) shall sign the formal Agreement for Sale and Purchase and the Deed of Assignment to complete the transaction only after the issue of the Letter of Nomination.
6. To obtain the "Letter of Nomination", the holder of this Certificate shall through his solicitors at least 7 working days prior to the date when the "Letter of Nomination" is required, submit to the Hong Kong Housing Authority the following documents:
  - (a) original of a "Certificate of Availability for Sale"
  - (b) original of a valid "Certificate of Eligibility to Purchase"
  - (c) a copy of the provisional agreement for sale and purchase in the prescribed form
  - (d) a Declaration in support of the Application for Letter of Nomination duly declared by the purchaser(s) under the provisional agreement for sale and purchase in the form as annexed in Appendix 2 to this Certificate
  - (e) a Declaration to acknowledge the Resale Restriction of Flat duly declared by the purchaser in the form as annexed in Appendix 3 to this Certificate
  - (f) application fee of HK\$780 (to be paid by cashier order or solicitors' cheque)

## 條款及條件

1. 此「購買資格證明書」由發出日期起六個月內有效。
2. 此證明書的持有人可於證明書的有效期內簽訂臨時買賣合約，購買獲香港房屋委員會發出「可供出售證明書」的樓宇。就此等樓宇的買賣而言，樓宇買賣手續完成後，根據房屋條例附表第 1 段規定繳付補價的責任（即繳付根據最近一次該樓宇經居者有其屋計劃/私人機構多建屋計劃/租者置其屋計劃發售時的折扣價格按比例計算的款額），便會由購樓者承擔。
3. 臨時買賣合約必須符合特定的格式（見附表 1），該等格式可不時由香港房屋委員會指示修改。
4. 在購買「居屋第二市場計劃」單位（該單位）後，如買方把單位抵押給參予按揭計劃的財務機構而又在尚未償還所有按揭貸款前終止供款，財務機構將會出售該單位，若出售單位所得的款項未能全數償還買方尚欠有關財務機構的按揭貸款餘額及一切有關的利息、法律及行政費用等，有關財務機構會根據「按揭保證契據」向房委會申索買方的上述所有欠款，而房委會亦會根據「按揭保證契據」支付財務機構該等欠款。此後，房委會將就有關上述支付財務機構之欠款向買方追討所有欠款及利息。
5. 買方同意在簽訂臨時買賣合約日期起計一個月內，由代表律師向房委會申請「提名信」以確認資格，在「提名信」發出後，方可簽訂正式買賣合約及轉讓契據，完成樓宇買賣手續。
6. 本證明書持有人如欲在某一日期獲發「提名信」，則須在該日期之前最少七個工作日，經律師向香港房屋委員會提交下述文件及繳交有關費用：
  - (a) 「可供出售證明書」正本
  - (b) 有效的「購買資格證明書」正本
  - (c) 臨時買賣合約（該臨時買賣合約須用特定格式）
  - (d) 一份由支持其申請提名信的聲明書（特定格式見附表 2）
  - (e) 一份由買方用作確認單位轉讓限制的聲明書（特定格式見附表 3）
  - (f) 港幣七百八十元正的申請費（須以本票或律師樓發出的支票繳付）

Subject to the above and provided that up to the date of signing the Provisional Agreement for Sale and Purchase and the date of applying for Letter of Nomination, the holder of this Certificate satisfies all the criteria as determined by the Hong Kong Housing Authority for eligibility for the purchase of a flat, a "Letter of Nomination" will be issued.

7. Letter of Nomination will not be issued if there is conviction of any person under Section 26(2) of the Housing Ordinance in respect of the application for this Certificate of Eligibility to Purchase.
8. Letter of Nomination will be invalidated by the Hong Kong Housing Authority if prior to completion of sale and purchase, there is conviction of any person under Section 26(2) of the Housing Ordinance in respect of the application for the Certificate of Eligibility to Purchase and/or the Letter of Nomination.
9. The holder of this Certificate of Eligibility to Purchase must be the purchaser under the provisional agreement for sale and purchase. If any other person shall also be named as the purchaser he/she must be a person listed in the application form for the Certificate of Eligibility to Purchase. The number of purchasers shall not exceed two. The purchasers must hold the property as Joint Tenants.
10. The purchaser(s) shall not sub-sell the property or transfer the benefit of the provisional agreement for sale and purchase and/or the formal agreement for sale and purchase, in whatever manner, before completion of the sale and purchase of the flat.
11. The Hong Kong Housing Authority may require the purchaser(s) such further document as the Hong Kong Housing Authority shall require to establish the eligibility of the purchaser(s) for the Letter of Nomination.
12. The Hong Kong Housing Authority shall not in any event be liable if the Letter of Nomination cannot be issued to the purchaser(s) within the period as specified under paragraph 5 above due to the non-compliance of any of the terms and conditions herein contained and or the inability of the purchaser(s) to provide to the Hong Kong Housing Authority all documents as required to prove his eligibility for the issue of the Letter of Nomination.
13. Within two years from the date of Assignment ("the restriction period") of the Flat purchased by white form buyers under the subject scheme (HOS / FPSS Secondary Market White Form status), the Flat cannot be sold under the Secondary Market Scheme for the HOS of the HA/ the FPSS of the HS; the HA/ HS will not buy back the Flat; and owners can at any time after payment of premium sell the Flat in the open market; and owners will not apply for the Certificate of Availability for Sale for the Flat from the HA/ HS during the restriction period. The HA/ HS will not issue any Certificate of Availability for Sale to the owner of the Flat within the restriction period. Owner includes but not be limited to the assignee approved by the HA/ HS for change of ownership under special circumstances; executor, administrator and beneficiary of the estate of the owner and the mortgagee or chargee of the owner.

## 譯文

- 倘符合上述規定而直至簽署臨時買賣合約及申請「提名信」時，此證明書的持有人仍然符合香港房屋委員會有關購買該等樓宇的各項資格準則，便會獲發「提名信」。
7. 若發覺任何人士就有關本證明書觸犯房屋條例第 26(2)條，本證明書持有人將不會獲發「提名信」。
  8. 若發覺任何人士在物業成交前就申請本證明書或「提名信」觸犯房屋條例第 26(2)條，香港房屋委員會將有權取消所發出之「提名信」。
  9. 本證明書持有人必須為臨時買賣合約的買方。若買方多於一人，另一人必須是「購買資格證明書」申請表上所列之人士。買方最多不可超過兩人，並必須以聯名方式持有該樓宇。
  10. 買方不得在樓宇買賣成交前將樓宇或臨時買賣合約/正式買賣合約的權益轉讓或售予第三者。
  11. 香港房屋委員會可要求買方提供香港房屋委員會所需的其他文件，以證明買方符合獲發「提名信」的資格。
  12. 倘因本證明書所載的任何條款及條件不獲遵從，及/或買方無法向香港房屋委員會提供證明其合資格獲發「提名信」的一切所需文件，導致有關的「提名信」不能於上述第 5 段指定的期間內發給買方，香港房屋委員會概無須負上任何責任。
  13. 由買方買入經本計劃（「居者有其屋計劃」/「住宅發售計劃」第二市場白表資格）所購買的單位（「該單位」）的轉讓契據日期起計兩年內（「限制期」），該單位不可在房委會「居者有其屋計劃」第二市場出售，房委會不會回購該單位，及買方成為業主後可在任何時間於繳付補價後在公開市場出售該單位；但不可在限制期內就該單位向房委會申請「可供出售證明書」。房委會在限制期內不會向業主發出該單位「可供出售證明書」。業主包括但並不限於獲房委會根據個別情況酌情批准轉讓的承讓人；因業主去世獲法庭頒令的遺囑執行人、遺產管理人、遺產受益人及業主之按揭銀行及受押記人。

**For flats other than Designated Tin Chung Court Flats**

Appendix 3a

**臨時買賣合約  
PROVISIONAL AGREEMENT FOR SALE AND PURCHASE**

此合約訂於

**THIS AGREEMENT** is made on \_\_\_\_\_ **BETWEEN**

持有\*商業登記證號碼/香港身份證號碼

(1) \_\_\_\_\_ (Holder(s) of \*Business Registration No./Hong Kong Identity Card(s) No(s)  
並持有可供出售證明書編號

\_\_\_\_\_ and Holder of Certificate of Availability for Sale No.  
地址在

\_\_\_\_\_ ) of \_\_\_\_\_

以下稱"賣方"

\_\_\_\_\_ (hereinafter called "the Vendor");

持有香港身份證號碼

(2) \_\_\_\_\_ (Holder(s) of Hong Kong Identity Card(s) No(s). \_\_\_\_\_  
並持有購買資格證明書編號

\_\_\_\_\_ and Holder of Certificate of Eligibility to Purchase No.  
地址在

\_\_\_\_\_ ) of \_\_\_\_\_

以下稱"買方"

\_\_\_\_\_ (hereinafter called "the Purchaser"); and

持有商業登記證號碼

\*[(3) \_\_\_\_\_ (Holder of Business Registration Certificate No.  
地址在

\_\_\_\_\_ ) of \_\_\_\_\_

以下稱"賣方代理" 及

\_\_\_\_\_ (hereinafter called "the Vendor's Agent") and

\_\_\_\_\_ (Holder of Business Registration Certificate No.  
地址在

\_\_\_\_\_ ) of \_\_\_\_\_

以下稱"買方代理"

\_\_\_\_\_ (hereinafter called "the Purchaser's Agent").]

OR

持有商業登記證號碼

\*[(3) \_\_\_\_\_ (Holder of Business Registration Certificate No.  
地址在

\_\_\_\_\_ ) of \_\_\_\_\_

以下稱"代理"

\_\_\_\_\_ (hereinafter called "the Agent").]

合約雙 / 三方同意買賣條款如下  
NOW IT IS HEREBY AGREED as follows:-

1. 買賣雙方同意根據以下條款 \* [並透過買方代理及賣方代理/代理] 出售及購入 \_\_\_\_\_ (以下稱"該物業") 。

The Vendor agrees to sell and the Purchaser agrees to purchase \*[through the Vendor's Agent and the Purchaser's Agent/the Agent,] the Property known as \_\_\_\_\_ (hereinafter called "the Property") subject to the terms and conditions herein contained.

2. 該物業之成交價為港幣 \_\_\_\_\_ 買方須按以下之付款方法付予賣方 。
- (a) 於簽訂本合約時付臨時訂金港幣 \_\_\_\_\_
- (b) 於 年 月 日前\*簽訂正式買賣合約時再付訂金港幣 \_\_\_\_\_
- (c) 於 年 月 日前成交時需付樓價餘款港幣 \_\_\_\_\_

The purchase price of the Property is HK\$ \_\_\_\_\_ which shall be paid by the Purchaser to the Vendor in the following manner:-

- (a) Initial deposit of HK\$ \_\_\_\_\_ shall be paid upon signing of this Agreement;
- (b) Further deposit of HK\$ \_\_\_\_\_ shall be paid upon signing of the Formal Agreement for Sale and Purchase on or before \_\_\_\_\_ #; and
- (c) Balance of purchase price of HK\$ \_\_\_\_\_ shall be paid upon completion which should take place on or before \_\_\_\_\_.

# 買賣雙方於訂定簽訂正式買賣合約日期時須參閱下列第 8 項。

When fixing the date of signing of the Formal Agreement for Sale and Purchase, the Purchaser and Vendor should refer to Clause 8 below.

- \*[3. 該物業成交手續必須於 年 月 日或之前完成。除第 17 項所述明外，該物業是以免除所有負擔或債項之情況下售予買方。

Completion shall take place on or before \_\_\_\_\_ and the Property is to be sold to the Purchaser subject to Clause 17 hereof but otherwise free from incumbrances.]

OR

{In case of mortgagee sale, the following Clause 3 shall be adopted.}

- \*[3 該物業成交手續必須於 年 月 日或之前完成。除第 17 項所述明外，該物業是以免除於土地註冊處登記之按揭契/法定押記號碼[ ]內賦予按揭人之贖按樓權之情況下售予買方。

Completion shall take place on or before \_\_\_\_\_ and the Property is to be sold to the Purchaser subject to Clause 17 hereof but otherwise free from the equity of redemption under a Mortgage/Legal Charge registered in the Land Registry by Memorial No. [ ].]

4. 成交時, 賣方須將該物業交吉予買方。  
Upon completion, the Vendor shall deliver vacant possession of the Property to the Purchaser.



5. 在成交前,買方不得用任何形式將該物業或此合約之權益轉讓或售予第三者。  
The Purchaser shall not sub-sell the Property or transfer the benefit of this Agreement, whether by way of a direct or indirect reservation, right of first refusal, option, trust or power of attorney, nomination or any other method, arrangement or document of any description, conditional or unconditional, or enter into any agreement so to do before the completion of the sale and purchase of the Property.

6. 買賣雙方同意分別委托其代表律師  
賣方代表律師為 \_\_\_\_\_  
買方代表律師為 \_\_\_\_\_

The Vendor and the Purchaser agree that they shall separately appoint their own solicitors. The Vendor shall be represented by \_\_\_\_\_ and the Purchaser shall be represented by \_\_\_\_\_.

7. (a) 買賣雙方各自負責其律師費。  
(b) \*[買方/賣方]須支付從價印花稅, \*[買方/賣方]並須就該等費用向\*[買方/賣方]作出全面補償。  
(c) \*[買方/賣方]須支付額外印花稅(如有), \*[買方/賣方]並須就該等費用向\*[買方/賣方]作出全面補償。  
\* (d) 買方須支付買家印花稅(如有), 買方並須就該等費用向賣方作出全補償。

- (a) Each party shall bear its own legal costs.  
(b) The ad valorem stamp duty shall be borne by the \*[Purchaser/Vendor] and the \*[Purchaser/Vendor] shall keep the \*[Purchaser/Vendor] fully indemnified in respect thereof.  
(c) The special stamp duty, if any, shall be borne by the \*[Purchaser/Vendor] and \*[the Purchaser/Vendor] shall keep the\* [Purchaser/Vendor] fully indemnified in respect thereof.  
\* (d) The buyer's stamp duty, if any, shall be borne by the Purchaser and the Purchaser shall keep the Vendor fully indemnified in respect thereof.

8. 買方同意在此合約日期計之一個月內,但必須在簽訂正式買賣合約前七個工作天向房屋委員會申請提名信。

The Purchaser agrees to apply to the Housing Authority for a Letter of Nomination within one month from the date of this Agreement but in any event no later than seven working days prior to the signing of the Formal Agreement for Sale and Purchase.

9. 為使買方能申請提名信,賣方同意在簽訂此合約後\_\_\_\_\_天內,但必須在簽訂正式買賣合約前七個工作天,將可供出售證明書之正本交予買方或其律師。

In order to enable the Purchaser to apply for the Letter of Nomination, the Vendor agrees to tender the original of the Certificate of Availability for Sale to the Purchaser or his solicitors within \_\_\_\_\_ days from the date of this Agreement but in any event no later than seven working days prior to the signing of the Formal Agreement for Sale and Purchase.

10. 如買方未能在簽署正式買賣合約前取得提名信(如因賣方未能履行本合約之第9項所導致除外)或買方未能履行本合約內之條款完成買賣或未能履行任何本合約之其他條款,賣方除將買方已付之訂金沒收外,並有權將該物業再行出售予他人。賣方並有權要求強制執行此合約及向買方追討其他損失。

Should the Purchaser fail to obtain a Letter of Nomination (otherwise due to the Vendor's failure to tender the said Certificate of Availability for Sale pursuant to Clause 9 above) before the signing of the Formal Agreement for Sale and Purchase or fail to complete the purchase in manner herein contained or fail to observe any of the terms contained in this Agreement, the deposit shall be forfeited to the Vendor and the Vendor shall then be entitled at his sole discretion to sell the Property to other eligible purchasers as he thinks fit but without prejudice to the Vendor's right to claim specific performance and damages from the Purchaser.

11. 如賣方未能依本合約第9項將可供出售證明書交予買方或其律師或未能依本合約之條款完成買賣或未能履行任何本合約之其他條款,賣方須退還買方所付之訂金全數,並須以同等數目之金額賠償予買方。買方並有權要求強制執行此合約及向賣方追討其他損失。

Should the Vendor fail to tender the original of the Certificate of Availability for Sale to the Purchaser or his solicitors according to Clause 9 of this Agreement or fail to complete the sale in the manner herein contained or fail to comply with any of the terms of this Agreement, the Vendor shall forthwith return the deposit to the Purchaser and shall pay to the Purchaser a sum equivalent to the amount of the initial deposit as liquidated damages but without prejudice to the Purchaser's right to claim specific performance and damages from the Vendor.

- \*[12. 基於賣方代理及買方代理在促成該物業買賣中所提供之服務,賣方代理有權向賣方收取港幣\_\_\_\_\_及買方代理有權向買方收取港幣\_\_\_\_\_作為佣金,該佣金之繳付不得遲於\_\_\_\_\_]

In consideration of the services rendered by the Vendor's Agent and the Purchaser's Agent, the Vendor's Agent shall be entitled to receive HK\$\_\_\_\_\_ from the Vendor and the Purchaser's Agent shall be entitled to receive HK\$\_\_\_\_\_ from the Purchaser as commission. Such commission shall be paid on or before \_\_\_\_\_.]

OR

- \*[12. 基於代理在促成該物業買賣中所提供之服務,代理有權向賣方收取\_\_\_\_\_並向買方收取\_\_\_\_\_作為佣金,該佣金之繳付不得遲於\_\_\_\_\_。]

In consideration of the services rendered by the Agent, the Agent shall be entitled to receive HK\$\_\_\_\_\_ from the Vendor and HK\$\_\_\_\_\_ from the Purchaser as commission. Such commission shall be paid on or before \_\_\_\_\_.]

- \*[13. 無論在任何情況下,若買方或賣方未能履行本合約之條款買入或賣出該物業,則悔約的一方,須即時付予賣方代理港幣\_\_\_\_\_及買方代理港幣\_\_\_\_\_/代理港幣\_\_\_\_\_作為賠償代理之損失。]

If in any case either the Vendor or the Purchaser fails to complete the sale and purchase in the manner herein mentioned, the defaulting party shall compensate at once the Vendor's Agent HK\$\_\_\_\_\_ and the Purchaser's Agent HK\$\_\_\_\_\_/the Agent HK\$\_\_\_\_\_ as liquidated damages.]

14. 該物業是以現狀售予買方。  
The Property is sold to the Purchaser on an "as is" basis.
15. 此合約取代\*雙/三方過往所有之談判、聲稱、理解及協議。  
This Agreement supersedes all prior negotiations, representation, understanding and agreements between the parties hereto.
16. 本買賣包括備註內所列之傢俬及裝設。  
It is hereby agreed that the sale and purchase hereof shall include the chattels, furniture and fittings as set out in the Remarks.
17. 買家須承擔根據房屋條例(283章)附表第1段內所述該物業所應繳付補價的責任。  
賣方聲稱根據房屋條例附表第1(b)段計算補價金額的方法,該物業的當初市值為港幣\_\_\_\_\_，而當時購入價為港幣\_\_\_\_\_。

The Purchaser acknowledges that he is purchasing the Property subject to the liability for payment of premium as set out in paragraph 1 of the Schedule to the Housing Ordinance Cap.283. The Vendor declares that for the purpose of calculation of the amount of premium under paragraph 1(b) of the Schedule to the Housing Ordinance, the Initial Market Value and the Purchase Price of the Property are HK\$ \_\_\_\_\_ and HK\$ \_\_\_\_\_ respectively.

18. 若買方多於一人，他們須以聯權方式持有該物業。  
If the Purchaser is more than one person, they shall hold the Property as Joint Tenants.
19. 本合約之\*[賣方代理只代表賣方及買方代理只代表買方/代理為買賣雙方之代理/只為賣方代理/只為買方代理]。  
It is hereby agreed that \*[the Vendor's Agent is the agent of the Vendor only and the Purchaser's Agent is the agent of the Purchaser only/the Agent is the agent for both the Vendor and the Purchaser/for the Vendor only/for the Purchaser only].
20. 買賣雙方聲稱他們在香港房屋委員會居屋第二市場計劃出售及購買該物業，並承認此合約受房屋條例第283章附表內所述的條款、契約及條件及其任何修訂所規限。

It is declared by the Vendor and the Purchaser that they are selling and purchasing the Property under the HOS Secondary Market Scheme of the Hong Kong Housing Authority and acknowledge that this Agreement is subject to the terms, covenants and conditions mentioned in the Schedule to the Housing Ordinance (Cap.283) and any amendments thereto.

21. 本買賣亦受本附表內所列之附加條款(如有的話)限制，如附表內之附加條款與本臨時買賣合約及正式買賣合約所規定的條款有任何抵觸之處，即以所規定的條款為準。

The sale and purchase hereof is also subject to the additional terms (if any) set out in the Schedule hereto and in the event of any contradiction between such additional terms and the prescribed terms and provisions of this provisional agreement and the Formal Agreement for Sale and Purchase, the prescribed terms and conditions shall prevail.

22. 此合約是具有法律約束力。  
This Agreement constitutes a legally binding agreement between the parties hereto.

23. 此合約以英文本為準。  
This Agreement should be interpreted in its English version in case of ambiguities.

24. 備註  
Remarks : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* 請將不適用的刪去  
Delete if inapplicable

附表  
**SCHEDULE**

附加條款  
**Additional Terms**

賣方簽署

Signed by the Vendor : )  
)  
)  
) \_\_\_\_\_

買方簽署

Signed by the Purchaser: )  
)  
)  
) \_\_\_\_\_

賣方代理簽署

\*[Signed by the Vendor's Agent)  
地產代理(個人)牌照 )  
Estate Agent's Licence )  
(Individual) No. )  
) \_\_\_\_\_

買方代理簽署

Signed by the Purchaser's Agent )  
地產代理(個人)牌照 )  
Estate Agent's Licence )  
(Individual) No. )  
) \_\_\_\_\_ ]

OR

代理簽署

\*[Signed by the Agent : )  
地產代理(個人)牌照 )  
Estate Agent's Licence )  
(Individual) No. )  
) \_\_\_\_\_ ]

茲收到買方臨時訂金港幣  
Received from the Purchaser the initial deposit of HK\$  
支票號碼  
(cheque no. )

\* 請將不適用的刪去  
Delete if inapplicable

**For Designated Tin Chung Court Flats**

Appendix 3b

**臨時買賣合約  
PROVISIONAL AGREEMENT FOR SALE AND PURCHASE**

此合約訂於

**THIS AGREEMENT** is made on \_\_\_\_\_ **BETWEEN**

(1) \_\_\_\_\_ 持有\*商業登記證號碼/香港身份證號碼  
(Holder(s) of \*Business Registration No./Hong Kong Identity Card(s) No(s)  
\_\_\_\_\_ 並持有可供出售證明書編號  
\_\_\_\_\_ and Holder of Certificate of Availability for Sale No.  
\_\_\_\_\_ 地址在  
\_\_\_\_\_ ) of \_\_\_\_\_  
\_\_\_\_\_ 以下稱"賣方"  
(hereinafter called "the Vendor");

(2) \_\_\_\_\_ 持有香港身份證號碼  
(Holder(s) of Hong Kong Identity Card(s) No(s). \_\_\_\_\_  
\_\_\_\_\_ 並持有購買資格證明書編號  
\_\_\_\_\_ and Holder of Certificate of Eligibility to Purchase No.  
\_\_\_\_\_ 地址在  
\_\_\_\_\_ ) of \_\_\_\_\_  
\_\_\_\_\_ 以下稱"買方"  
(hereinafter called "the Purchaser"); and

\*[(3) \_\_\_\_\_ 持有商業登記證號碼  
(Holder of Business Registration Certificate No.  
\_\_\_\_\_ 地址在  
\_\_\_\_\_ ) of \_\_\_\_\_  
\_\_\_\_\_ 以下稱 "賣方代理" 及  
(hereinafter called "the Vendor's Agent") and  
\_\_\_\_\_ (Holder of Business Registration Certificate No.  
\_\_\_\_\_ 地址在  
\_\_\_\_\_ ) of \_\_\_\_\_  
\_\_\_\_\_ 以下稱 "買方代理"  
(hereinafter called "the Purchaser's Agent").]

OR

\*[(3) \_\_\_\_\_ 持有商業登記證號碼  
(Holder of Business Registration Certificate No.  
\_\_\_\_\_ 地址在  
\_\_\_\_\_ ) of \_\_\_\_\_  
\_\_\_\_\_ 以下稱 "代理"  
(hereinafter called "the Agent").]

合約雙 / 三方同意買賣條款如下  
NOW IT IS HEREBY AGREED as follows:-

1. 買賣雙方同意根據以下條款 \* [並透過買方代理及賣方代理/代理] 出售及購入  
\_\_\_\_\_ (以下稱"該物業")。

The Vendor agrees to sell and the Purchaser agrees to purchase \*[through the Vendor's Agent and the Purchaser's Agent/the Agent,] the Property known as \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "the Property") subject to the terms and conditions herein contained.

2. 該物業之成交價為港幣 \_\_\_\_\_ 買方須按以下之付款方法付予賣方。  
(a) 於簽訂本合約時付臨時訂金港幣 \_\_\_\_\_  
(b) 於 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日前<sup>#</sup>簽訂正式買賣合約時再付訂金港幣 \_\_\_\_\_  
(c) 於 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日前成交時需付樓價餘款港幣 \_\_\_\_\_

The purchase price of the Property is HK\$ \_\_\_\_\_ which shall be paid by the Purchaser to the Vendor in the following manner:-

- (a) Initial deposit of HK\$ \_\_\_\_\_ shall be paid upon signing of this Agreement;  
(b) Further deposit of HK\$ \_\_\_\_\_ shall be paid upon signing of the Formal Agreement for Sale and Purchase on or before \_\_\_\_\_<sup>#</sup>; and  
(c) Balance of purchase price of HK\$ \_\_\_\_\_ shall be paid upon completion which should take place on or before \_\_\_\_\_.

# 買賣雙方於訂定簽訂正式買賣合約日期時須參閱下列第 8 項。

When fixing the date of signing of the Formal Agreement for Sale and Purchase, the Purchaser and Vendor should refer to Clause 8 below.

3. \* [該物業成交手續必須於 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日或之前完成。除第 17 項及附表 1 內之特別條款所述明外，該物業是以免除所有負擔或債項之情況下售予買方。為避免疑問，如附表 1 內之特別條款與本臨時買賣合約所規定的條款有任何抵觸之處，即以特別條款為準。]

Completion shall take place on or before \_\_\_\_\_ and the Property is to be sold to the Purchaser subject to Clause 17 hereof and the Special Conditions set out in Schedule 1 hereto ("the Special Conditions") but otherwise free from incumbrances. For the avoidance of doubt, in the event of any contradiction between the prescribed terms and provisions of this provisional agreement and any of the Special Conditions, the provisions of the Special Conditions shall prevail.]

OR

{如由承按人出售}  
{In case of mortgagee sale}

\* [該物業成交手續必須於 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日或之前完成。除第 17 項及附表 1 內之特別條款所述明外，該物業是以免除於土地註冊處登記之按揭契/法定押記號碼[ \_\_\_\_\_ ] 內賦予按揭人之贖按樓權之情況下售予買方。為避免疑問，如附表 1 內之特別條款與本臨時買賣合約所規定的條款有任何抵觸之處，即以特別條款為準。]



Completion shall take place on or before \_\_\_\_\_ and the Property is to be sold to the Purchaser subject to Clause 17 hereof and the Special Conditions set out in Schedule 1 hereto ("the Special Conditions") but otherwise free from the equity of redemption under a Mortgage/Legal Charge registered in the Land Registry by Memorial No. [ \_\_\_\_\_ ]. For the avoidance of doubt, in the event of any contradiction between the prescribed terms and provisions of this provisional agreement and any of the Special Conditions, the provisions of the Special Conditions shall prevail.]

4. 成交時，賣方須將該物業交吉予買方。

Upon completion, the Vendor shall deliver vacant possession of the Property to the Purchaser.

5. 在成交前，買方不得用任何形式將該物業或此合約之權益轉讓或售予第三者。

The Purchaser shall not sub-sell the Property or transfer the benefit of this Agreement, whether by way of a direct or indirect reservation, right of first refusal, option, trust or power of attorney, nomination or any other method, arrangement or document of any description, conditional or unconditional, or enter into any agreement so to do before the completion of the sale and purchase of the Property.

6. 買賣雙方同意分別委托其代表律師

賣方代表律師為 \_\_\_\_\_

買方代表律師為 \_\_\_\_\_

The Vendor and the Purchaser agree that they shall separately appoint their own solicitors.

The Vendor shall be represented by \_\_\_\_\_ and the Purchaser shall be represented by \_\_\_\_\_.

7. (a) 買賣雙方各自負責其律師費。

(b) \*[買方/賣方]須支付從價印花稅，\*[買方/賣方]並須就該等費用向\*[買方/賣方]作出全面補償。

(c) \*[買方/賣方]須支付額外印花稅(如有)，\*[買方/賣方]並須就該等費用向\*[買方/賣方]作出全面補償。

\* (d) 買方須支付買家印花稅(如有)，買方並須就該等費用向賣方作出全補償。

(a) Each party shall bear its own legal costs.

(b) The ad valorem stamp duty shall be borne by the \*[Purchaser/Vendor] and the \*[Purchaser/Vendor] shall keep the \*[Purchaser/Vendor] fully indemnified in respect thereof.

(c) The special stamp duty, if any, shall be borne by the \*[Purchaser/Vendor] and \*[the Purchaser/Vendor] shall keep the\* [Purchaser/Vendor] fully indemnified in respect thereof.

\* (d) The buyer's stamp duty, if any, shall be borne by the Purchaser and the Purchaser shall keep the Vendor fully indemnified in respect thereof.

8. 買方同意在此合約日期計之一個月內，但必須在簽訂正式買賣合約前七個工作天向香港房屋委員會("房委會")申請提名信。

The Purchaser agrees to apply to the Hong Kong Housing Authority ("the Housing Authority") for a Letter of Nomination within one month from the date of this Agreement but in any event no later than seven working days prior to the signing of the Formal Agreement for Sale and Purchase.

9. 為使買方能申請提名信，賣方同意在簽訂此合約後\_\_\_\_\_ 天內，但必須在簽訂正式買賣合約前七個工作天，將可供出售證明書之正本交予買方或其律師。

In order to enable the Purchaser to apply for the Letter of Nomination, the Vendor agrees to tender the original of the Certificate of Availability for Sale to the Purchaser or his solicitors within \_\_\_\_\_ days from the date of this Agreement but in any event no later than seven working days prior to the signing of the Formal Agreement for Sale and Purchase.

10. 如買方未能在簽署正式買賣合約前取得提名信(如因賣方未能履行本合約之第 9 項所導致除外)或買方未能履行本合約內之條款完成買賣或未能履行任何本合約之其他條款，賣方除將買方已付之訂金沒收外，並有權將該物業再行出售予他人。賣方並有權要求強制執行此合約及向買方追討其他損失。

Should the Purchaser fail to obtain a Letter of Nomination (otherwise due to the Vendor's failure to tender the said Certificate of Availability for Sale pursuant to Clause 9 above) before the signing of the Formal Agreement for Sale and Purchase or fail to complete the purchase in manner herein contained or fail to observe any of the terms contained in this Agreement, the deposit shall be forfeited to the Vendor and the Vendor shall then be entitled at his sole discretion to sell the Property to other eligible purchasers as he thinks fit but without prejudice to the Vendor's right to claim specific performance and damages from the Purchaser.

11. 如賣方未能依本合約第 9 項將可供出售證明書交予買方或其律師或未能依本合約之條款完成買賣或未能履行任何本合約之其他條款，賣方須退還買方所付之訂金全數，並須以同等數目之金額賠償予買方。買方並有權要求強制執行此合約及向賣方追討其他損失。

Should the Vendor fail to tender the original of the Certificate of Availability for Sale to the Purchaser or his solicitors according to Clause 9 of this Agreement or fail to complete the sale in the manner herein contained or fail to comply with any of the terms of this Agreement, the Vendor shall forthwith return the deposit to the Purchaser and shall pay to the Purchaser a sum equivalent to the amount of the initial deposit as liquidated damages but without prejudice to the Purchaser's right to claim specific performance and damages from the Vendor.

- \*[12. 基於賣方代理及買方代理在促成該物業買賣中所提供之服務，賣方代理有權向賣方收取港幣\_\_\_\_\_ 及買方代理有權向買方收取港幣 \_\_\_\_\_ 作為佣金，該佣金之繳付不得遲於 \_\_\_\_\_]

In consideration of the services rendered by the Vendor's Agent and the Purchaser's Agent, the Vendor's Agent shall be entitled to receive HK\$ \_\_\_\_\_ from the Vendor and the Purchaser's Agent shall be entitled to receive HK\$ \_\_\_\_\_ from the Purchaser as commission. Such commission shall be paid on or before \_\_\_\_\_.]

OR

- \*[12. 基於代理在促成該物業買賣中所提供之服務，代理有權向賣方收取 \_\_\_\_\_ 並向買方收取 \_\_\_\_\_ 作為佣金，該佣金之繳付不得遲於 \_\_\_\_\_]

In consideration of the services rendered by the Agent, the Agent shall be entitled to receive HK\$ \_\_\_\_\_ from the Vendor and HK\$ \_\_\_\_\_ from the Purchaser as commission. Such commission shall be paid on or before \_\_\_\_\_.]

- \*[13. 無論在任何情況下，若買方或賣方未能履行本合約之條款買入或賣出該物業，則悔約的一方，須即時付予賣方代理港幣 \_\_\_\_\_ 及買方代理港幣 \_\_\_\_\_ / 代理港幣 \_\_\_\_\_ 作為賠償代理之損失。

If in any case either the Vendor or the Purchaser fails to complete the sale and purchase in the manner herein mentioned, the defaulting party shall compensate at once the Vendor's Agent HK\$ \_\_\_\_\_ and the Purchaser's Agent HK\$ \_\_\_\_\_ /the Agent HK\$ \_\_\_\_\_ as liquidated damages.]

14. 該物業是以現狀售予買方。

The Property is sold to the Purchaser on an "as is" basis.

15. 此合約取代\*雙/三方過往所有之談判、聲稱、理解及協議。

This Agreement supersedes all prior negotiations, representation, understanding and agreements between the parties hereto.

16. 本買賣包括備註內所列之傢俬及裝設。

It is hereby agreed that the sale and purchase hereof shall include the chattels, furniture and fittings as set out in the Remarks.

17. 買家須承擔根據房屋條例(283章)附表第1段內所述該物業所應繳付補價的責任。賣方聲稱根據房屋條例附表第1(b)段計算補價金額的方法，該物業的當初市值為港幣 \_\_\_\_\_，而當時購入價為港幣 \_\_\_\_\_。

The Purchaser acknowledges that he is purchasing the Property subject to the liability for payment of premium as set out in paragraph 1 of the Schedule to the Housing Ordinance Cap.283. The Vendor declares that for the purpose of calculation of the amount of premium under paragraph 1(b) of the Schedule to the Housing Ordinance, the Initial Market Value and the Purchase Price of the Property are HK\$ \_\_\_\_\_ and HK\$ \_\_\_\_\_ respectively.

18. 若買方多於一人，他們須以聯權方式持有該物業。

If the Purchaser is more than one person, they shall hold the Property as Joint Tenants.

19. 本合約之\*[賣方代理只代表賣方及買方代理只代表買方/代理為買賣雙方之代理/只為賣方代理/只為買方代理]。

It is hereby agreed that \*[the Vendor's Agent is the agent of the Vendor only and the Purchaser's Agent is the agent of the Purchaser only/the Agent is the agent for both the Vendor and the Purchaser/for the Vendor only/for the Purchaser only].

20. 買賣雙方聲稱他們在房委會居屋第二市場計劃出售及購買該物業，並承認此合約受房屋條例第283章附表內所述的條款、契約及條件及其任何修訂所規限。

It is declared by the Vendor and the Purchaser that they are selling and purchasing the Property under the HOS Secondary Market Scheme of the Housing Authority and acknowledge that this Agreement is subject to the terms, covenants and conditions mentioned in the Schedule to the Housing Ordinance (Cap.283) and any amendments thereto.

21. 本買賣亦受附表 2 內所列之附加條款(如有的話)限制,如附表 2 內之附加條款與本臨時買賣合約及正式買賣合約所規定的條款有任何抵觸之處,即以所規定的條款為準。

The sale and purchase hereof is also subject to the additional terms (if any) set out in the Schedule 2 hereto and in the event of any contradiction between such additional terms and the prescribed terms and provisions of this provisional agreement and the Formal Agreement for Sale and Purchase, the prescribed terms and conditions shall prevail.

22. 此合約是具有法律約束力。  
This Agreement constitutes a legally binding agreement between the parties hereto.

23. 此合約以英文本為準。  
This Agreement should be interpreted in its English version in case of ambiguities.

24. 備註

Remarks : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* 請將不適用的刪去  
Delete if inapplicable

**附表 1**  
**SCHEDULE 1**

**Special Conditions**

1. The Purchaser hereby expressly agrees, admits and acknowledges that:-
  - (i) The Purchaser is fully aware that there are disputes between the Housing Authority and the other owners of Tin Chung Court over the liabilities to pay the management fees and also interest, collection charge, costs and/or other expenses arising thereon under the Deed of Mutual Covenant and Deed of Grant registered in the Land Registry by Memorial No.YL889084 ("the Deed of Mutual Covenant") in respect of the units, including the Property, of (a) Blocks K and L of Tin Chung Court for the period from 28th December 1999 up to 23rd November 2008 and (b) Blocks F, G, H and J of Tin Chung Court for the period from 28th December 1999 to 22nd April 2001 (collectively "the management fees in dispute").
  - (ii) The total amount of the management fees in dispute (excluding the said interest, collection charge, costs and/or other expenses) is HK\$45,073,812.31 with the breakdown as follows:-
    - (a) For Flat Nos. 1, 2, 5 and 6 of Blocks K and L, at HK\$60,629.71 per flat;
    - (b) For Flat Nos. 3, 4, 7 and 8 of Blocks K and L, at HK\$47,517.75 per flat;
    - (c) For Flats Nos. 1, 2, 5 and 6 of Blocks F, G, H and J, at HK\$9,168.45 per flat; and
    - (d) For Flats Nos. 3, 4, 7 and 8 of Blocks F, G, H and J, at HK\$7,185.65 per flat.
  - (iii) According to the terms of the Deed of Mutual Covenant,
    - (a) Interest shall accrue at the rate not exceeding 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited on the amount unpaid; and
    - (b) Collection charge shall be calculated at the rate not exceeding 10% of the amount payable, and there may also be liability for other expenses incurred in or in connection with recovering of the amount payable including legal expenses on a solicitor and own client basis.
  - (iv) The management fees in dispute may affect, and may constitute blots on, the title to the Property and may also have other legal consequences affecting the Property and the Purchaser as future owner of the Property. Without prejudice to the generality of the foregoing, the management fees in dispute (1) may result in a charge arising over or memorandum of charge being registered against the Property for the amounts involved in the management fees in dispute, (2) may result in litigation or proceedings involving, claims or demands or action being made or taken against and/or liabilities of the Vendor and the Purchaser for payment of the management fees in dispute, (3) may result in lis pendens being registered in the Land Registry against the Property, (4) may affect the Purchaser and/or his successors and assigns in obtaining any loan and/or financing by a charge or mortgage over the Property and (5) may affect the Purchaser's subsequent sale of the Property.
  - (v) No payment of the management fees in dispute was made by the Housing Authority and the Vendor.
  - (vi) The Purchaser is not entitled to require the Vendor to pay the management fees in dispute or any part thereof, and the Vendor shall not be obliged to pay the same and/or produce or deliver to the Purchaser any receipts and/or document(s) proving or showing the payment thereof, before, on or after the completion of the sale and purchase of the Property hereunder.
  - (vii) The Purchaser shall not raise any requisitions on or take any objection to the title to

the Property based upon, in relation to or concerning the management fees in dispute and/or any legal consequences arising therefrom, including but not limited to any issues, liabilities, claims, demands, actions, charges or memorandum of charges, litigation or proceedings, lis pendens or otherwise blots on title arising therefrom.

- (viii) Save for enforcement of the provisions and pursuing against the Vendor for breach of any of the warranty, declaration and undertaking made and given by the Vendor in paragraph 3 hereunder, the Purchaser, whether before, on or after the completion of the sale and purchase of the Property hereunder, shall have no claim whatsoever against the Vendor, whether for loss, damage, compensation, set off or any other legal or equitable relief in any form whatsoever, in relation to or concerning the management fees in dispute and/or legal consequences arising therefrom, including but not limited to any issues, liabilities, claims, demands, actions, charges or memorandum of charges, litigation or proceedings, lis pendens or otherwise blots on title arising therefrom.
- (ix) The Purchaser shall complete the purchase of the Property (1) without any abatement in purchase price and (2) subject to the management fees in dispute and all legal consequences arising therefrom and to any encumbrance on and/or blots on title to the Property constituted by and/or arising from the management fees in dispute.

2. The Purchaser hereby acknowledges and declares that no warranty or representation is given or made by the Vendor as to whether any: -

- (i) memorandum of charge or lis pendens in respect of the management fees in dispute has been or will be made and/or registered in the Land Registry against the Property;  
or
- (ii) charge for the management fees in dispute has arisen or will arise over the Property;  
or
- (iii) claims, demands, actions, litigation or legal proceedings has been or will be made, taken or instituted against the Vendor for recovery of the management fees in dispute.

The Purchaser hereby agrees and declares that even if any memorandum of charge or lis pendens in respect of the management fees in dispute has been or will be made and/or registered in the Land Registry against the Property, or any charge for the management fees in dispute has arisen or will arise over the Property, or any claims, demands, actions, litigation or legal proceedings has been or will be made, taken or instituted against either or both of the Vendor and the Purchaser for recovery of the management fees in dispute now or at any time hereafter, the Purchaser shall nevertheless purchase and complete his purchase of the Property subject to such memorandum of charge, charge, lis pendens and/or claims, demands, actions, litigation and/or legal proceedings and without any abatement of the purchase price.

- 3. (i) \*[The Property is sold subject to and with the benefit of the indemnity ("the Indemnity") given by the Housing Authority under the first assignment executed in or after 2013 for sale of the Property of all claims demands actions proceedings and/or litigation received including all interest, costs and expenses in connection therewith in respect of the management fees in dispute.]

OR

{In case of mortgagee sale}

\*[The Property is sold subject to and with the benefit of the indemnity given by the Housing Authority under the Deed of Guarantee dated [ ] of all claims demands actions proceedings and/or litigation received including all interest, costs and expenses in connection therewith in respect of the management fees in dispute.]

- (ii) The Vendor hereby warrants and declares that the Vendor has fully and punctually performed and observed each and every of the conditions ("the Conditions") required to be observed and performed as a condition precedent to the Vendor's and/or his successors' and assigns' entitlement to or enforcement of the Indemnity and would continue to perform and observe the Conditions up to the completion of the sale and purchase of the Property.
  - (iii) The Purchaser hereby agrees to perform and observe each and every of the Conditions.
4. The Purchaser acknowledges and confirms that the Purchaser has been advised to make his own enquiries and seek independent legal advice on the foregoing matters before signing this Agreement and that the Purchaser will not claim afterwards that the Purchaser is not legally bound by the above Special Conditions.

## 特別條款

### 1. 買方現明確同意、承認和確認：

- (i) 買方完全知悉房委會與天頌苑其他業主就(a) 1999年12月28日至2008年11月23日期間該屋苑K座和L座各單位以及(b) 1999年12月28日至2001年4月22日期間該屋苑F座、G座、H座和J座各單位(包括該物業)根據公契規定的管理費及其引致的利息、追收費、費用及/或其他開支的支付責任(以下統稱「爭議管理費」)發生爭議。
- (ii) 爭議管理費(不包括上述利息、追收費、費用及/或其他開支)總額為港幣45,073,812.31元,分項數字如下:
  - (a) K座和L座1室、2室、5室和6室,每單位港幣60,629.71元;
  - (b) K座和L座3室、4室、7室和8室,每單位港幣47,517.75元;
  - (c) F座、G座、H座和J座1室、2室、5室和6室,每單位港幣9,168.45元;以及
  - (d) F座、G座、H座和J座3室、4室、7室和8室,每單位港幣7,185.65元。
- (iii) 公契條款規定:
  - (a) 欠款的利息,以年利率不高於香港上海滙豐銀行有限公司不時訂定的最優惠利率加兩釐計算;以及
  - (b) 追收費為不超過應付款項的10%,而業主亦可能須支付因追討此等款項而招致或牽涉之所有其他開支,包括法律費用(律師費及委辦費)。
- (iv) 爭議管理費可能影響該物業的業權,亦可能構成該物業業權的污點,並可能為該物業和買方作為該物業的其後業主帶來其他法律後果。在不損害上文概括性的原則下,爭議管理費(1)可能導致該物業因爭議管理費所涉金額而受制於押記或有押記備忘錄註冊在案;(2)可能導致賣方和買方因支付爭議管理費問題而牽涉訴訟或法律程序,須面對申索或要求或法律行動及/或承擔法律責任;(3)可能導致該物業在土地註冊處有註冊在案的待決案件;(4)可能影響買方及/或其繼承人和受讓人以該物業作押記或按揭而取得任何貸款及/或資金;以及(5)可能影響買方日後出售該物業。
- (v) 房委會及賣方並無繳付爭議管理費。
- (vi) 買方無權要求賣方繳付爭議管理費或其任何部分,賣方亦無須在本文所述該物業完成買賣之前、之時或之後,繳付爭議管理費及/或向買方交出或交付任何證明或顯示已繳付該筆費用的收據及/或文件。
- (vii) 買方不會基於爭議管理費及/或因而引致的法律後果或與之相關或相干的事項(包括但不限於因爭議管理費而導致的任何爭論點、法律責任、申索、要求、法律行動、押記、押記備忘錄、訴訟或法律程序、待決案件或其他業權污點),對該物業的業權提出任何要求或反對事項。
- (viii) 除了為執行及追討買方違反下文第3段所述的保證、聲明及承諾外,買方無論是在本文所述該物業完成買賣之前、之時或之後,均不得就與爭議管理費及/或其引致的法律後果(包括但不限於因而導致的任何事項、法律責任、申索、要求、法律行動、押記、押記備忘錄、訴訟或法律程序、待決案件或其他業權污點)向賣方作出任何申索,包括相關或相干的損失、損害、補償、抵銷或任何形式的其他法律或衡平法濟助。
- (ix) 買方須在下述情況下完成購買該物業的手續:(1)樓價不作任何扣減;以及(2)受限



於爭議管理費和其引致的所有法律後果，以及爭議管理費對該物業的業權構成及/或因而導致的負擔及/或污點。

2. 買方現確認和聲明，賣方沒有就下述事宜給予保證或作出陳述：

- (i) 該物業是否已有或將有關於爭議管理費的押記備忘錄或待決案件及/或該等押記備忘錄或待決案件是否已在或將在土地註冊處註冊在案；或
- (ii) 該物業有否因爭議管理費而已受制或將受制於押記；或
- (iii) 賣方是否已經或將會面對關於追收爭議管理費的申索、要求、法律行動、訴訟或法律程序。

買方現同意和聲明，即使在目前或此後任何時間，該物業已有或將有任何關於爭議管理費的押記備忘錄或待決案件及/或該等押記備忘錄或待決案件已在或將在土地註冊處註冊在案，或該物業因爭議管理費而已受制或將受制於押記，或買賣雙方或其中一方已經或將會面對任何有關追收爭議管理費的申索、要求、法律行動、訴訟或法律程序，買方仍須在受限於該等押記備忘錄、押記、待決案件及/或申索、要求、法律行動、訴訟及/或法律程序，以及在樓價不作任何扣減的前提下，購買和完成其購買該物業的手續。

3. (i) \*[該物業是按照及連同載於 2013 年及其後該物業出售的首次轉讓契約內，就因爭議管理費所引起的所有申索、要求、法律行動、法律程序及/或訴訟，包括所有利息、費用和與之相關的開支，由房委會所作之彌償的權益出售。]

{ 如由承接人出售 }

\*[該物業是按照及連同載於[ 年 月 日]簽訂的保證書內，就因爭議管理費所引起的所有申索、要求、法律行動、法律程序及/或訴訟，包括所有利息、費用和與之相關的開支，由房委會所作之彌償的權益出售。]

- (ii) 賣方保證及聲明，作為賣方以及其繼承人和受讓人享有該等彌償權利或執行該等彌償的先決條件，賣方已充份及準時地遵守和履行每一項須遵守的條款(下稱「條款」)，並會繼續遵守和履行該等條款直至完成買賣協議。
- (iii) 買方同意遵守和履行每一項條款。

4. 買方確認和證實，買方已獲悉在簽署本協議前可就上述事宜自行查詢和尋求獨立法律意見，買方亦不會在事後聲稱上述特別條款對買方沒有法律約束力。

附表 2  
SCHEDULE 2

附加條款  
Additional Terms

賣方簽署

Signed by the Vendor : )  
)  
)  
) \_\_\_\_\_

買方簽署

Signed by the Purchaser: )  
)  
)  
) \_\_\_\_\_

賣方代理簽署

\*[Signed by the Vendor's Agent)  
地產代理(個人)牌照 )  
Estate Agent's Licence )  
(Individual) No. )  
) \_\_\_\_\_

買方代理簽署

Signed by the Purchaser's Agent )  
地產代理(個人)牌照 )  
Estate Agent's Licence )  
(Individual) No. )  
) \_\_\_\_\_ ]

OR

代理簽署

\*[Signed by the Agent : )  
地產代理(個人)牌照 )  
Estate Agent's Licence )  
(Individual) No. )  
) \_\_\_\_\_ ]

茲收到買方臨時訂金港幣

Received from the Purchaser the initial deposit of HK\$

支票號碼

(cheque no. )

\* 請將不適用的刪去

Delete if inapplicable



**Hong Kong Housing Authority**  
**Declaration in Support of the**  
**Application for a Letter of Nomination for Sale of Flats under**  
**Home Ownership Schemes Secondary Market Scheme**  
**under Paragraph 4(c) of the Schedule to the Housing Ordinance**  
**(Cap.283)**

To : Hong Kong Housing Authority

Property :

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**Part A: Declared by all declarant(s)**

I/ We, \_\_\_\_\_ (Holder of Hong Kong Identity Card No. \_\_\_\_\_)  
 and \_\_\_\_\_ (Holder of Hong Kong Identity Card No. \_\_\_\_\_) purchaser(s)  
 of the above property pursuant to Certificate of Eligibility to Purchase No. \_\_\_\_\_ ("the Certificate"),  
 hereby declare that

\*the information provided by me /us and /or my/ our family member(s) to the Hong Kong Housing Authority as stated in the Application Form regarding my/our application for the Certificate is, up to the date hereof, still accurate

\*the information provided by me/ us and/ or my/ our family member(s) to the Hong Kong Housing Authority as stated in the Application Form regarding my/our application for the Certificate has since then been changed and I/ we declare that save as those set out below, all other information set out in the said Application Form is, up to the date hereof, still accurate:-

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**Part B:**

[This part is to be deleted for declarant(s) who is/ are tenant or authorized occupants of a public rental flat of the Hong Kong Housing Authority or the Hong Kong Housing Society, or resident of Interim Housing of the Hong Kong Housing Authority]

[For declarant(s) who is/ are not those as described above, please delete as appropriate]

- \* Delete where inappropriate and deletion(s) countersigned by the declarant(s)
- + The declarant(s) shall sign this Declaration before a solicitor

I/ We declare that I/ we and my/ our family members included in the Application Form at any time from

- \*the date of the Application Form for Extending the Home Ownership Scheme Secondary Market to White Form Buyers/
- \*the date of the General Waiting List Application Form/
- \*the closing date for submitting the application for the Junior Civil Servants Public Housing Quota/
- \*the date of pre-clearance survey/
- \*the date of the Application Form for Certificate of Eligibility to Purchase (for recipients of Rent Allowance for Elderly Scheme OR staff of Estate Assistant grade only)

until now (a) do not own or co-own any domestic property, (b) do not own more than 50% of the shares in a company which owns domestic property, or (c) have not entered into an agreement including provisional agreement to purchase any domestic property. I/ We understand that domestic property includes any post-war domestic property, uncompleted private domestic property, uncontrolled or self-occupied pre-war domestic property, roof top structure approved by the Building Authority, building lots and Small House Grants.

**Part C: Declared by all declarant(s)**

I/ We understand that the above information and the information contained in the Application Form are provided to the Hong Kong Housing Authority in relation to my/ our application for nomination as purchaser(s) to purchase the above property. I/ We understand that any person who makes any statement or provides any information to the Hong Kong Housing Authority in respect of any matter relating to the purchase of a flat which he knows to be false or misleading shall be guilty of an offence under Section 26(2) of the Housing Ordinance and shall be liable on conviction to a fine of \$500,000 and to imprisonment for one year. When a person is convicted of such an offence in relation to the purchase of flat by him, the court may under Section 26A of the Housing Ordinance order either (a) that the flat so purchased be transferred to the Hong Kong Housing Authority or its nominee or (b) that the offender forfeit to the Hong Kong Housing Authority a sum equivalent to the difference between the purchase price of the flat and its full market value at the date of the conviction.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

+DECLARED BY-

<u>Name of Purchaser(s)</u>	<u>HKIC No.</u>	<u>Signature</u>
_____	_____ ( )	_____
_____	_____ ( )	_____

in the presence of :

Solicitor,  
Hong Kong

Interpreted by:

- \* Delete where inappropriate and deletion(s) countersigned by the declarant(s)
- + The declarant(s) shall sign this Declaration before a solicitor

致：房屋署署長  
To: Director of Housing

白表買家申請提名信時一併呈交  
To be submitted by White Form Buyer(s) when  
tendering application for Letter of Nomination.

[ 物業地址 ]  
[Address of the flat]

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我/我們確認及明白:-

I/ We acknowledge and understand that:

- (i) 由買方買入經本計劃(「居者有其屋計劃」/「住宅發售計劃」第二市場白表資格)所購買的單位(“該單位”)的轉讓契據日期起計兩年內(“限制期”),該單位不可在香港房屋委員會(“房委會”)「居者有其屋計劃」第二市場 / 香港房屋協會(“房協”)「住宅發售計劃」第二市場出售;  
within two years from the date of Assignment (“the restriction period”) of the above flat (“the Flat”) purchased by the white form buyer under the subject scheme [ Home Ownership Scheme (HOS) / Flat-for-Sale Scheme (FFSS) Secondary Market White Form status ], the Flat cannot be sold under the Secondary Market Scheme for the HOS of the Hong Kong Housing Authority (“HA”) / the FFSS of the Housing Society (“HS”);
- (ii) 房委會/房協不會回購該單位;  
HA / HS will not buy back the Flat;
- (iii) 我/我們成為業主後可在任何時間於繳付補價後在公開市場出售該單位。  
owner can at any time after payment of premium sell the Flat in the open market.

我/我們並承諾不會在限制期內就該單位向房委會/房協申請「可供出售證明書」。我/我們確認及明白房委會/房協在限制期內不會向業主發出該單位「可供出售證明書」。業主包括但並不限於獲房委會/房協根據個別情況酌情批核業權轉讓的承讓人;因業主去世獲法庭頒令的遺囑執行人、遺產管理人、遺產受益人及業主之按揭銀行及受押記人。  
I/We further agree that I/we will not apply for the Certificate of Availability for Sale for the Flat from the HA / HS during the restriction period. I/We acknowledge and understand that the HA / HS will not issue any Certificate of Availability for Sale to the owner of the Flat within the restriction period. Owner includes but not be limited to the assignee approved by the HA/HS for change of ownership under special circumstances; executor, administrator and beneficiary of the estate of the owner and the mortgagee or chargee of the owner.

買方姓名  
Name of Purchaser(s)

香港身份證號碼  
HKIC No.

簽署  
Signature

\_\_\_\_\_

\_\_\_\_\_ ( )

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ ( )

\_\_\_\_\_

日期: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Date:





Hong Kong Housing Authority,  
[Address]

Dear Sirs,

Re: Application for a Letter of Nomination  
[Property Address]

We have instructions to act for [Name(s) of Applicant(s)] in his/ her/ their purchase of a property as mentioned in the enclosed Provisional Agreement for Sale and Purchase.

We are instructed to apply on his/ her/ their behalf a Letter of Nomination and enclose herewith the following documents in support thereof:-

1. The original of the Certificate of Availability for Sale No. \_\_\_\_\_;
2. The original of the Certificate of Eligibility to Purchase No. \_\_\_\_\_;
3. A copy of the Provisional Agreement for Sale and Purchase;
4. A Declaration in support of the Application for Letter of Nomination dated \_\_\_\_\_ signed by the Applicant(s) ;
5. \*@ An acknowledgement in relation to the Resale Restriction by White Form Buyer(s) only; and
6. Our cheque/ cashier order for HK\$ \_\_\_\_\_ drawn in your favour being the application fee for the Letter of Nomination.

\*We shall be grateful if you can send us the Letter of Nomination by post/

\*We shall send our representative to collect the Letter of Nomination at your office on or after \_\_\_\_\_ #

Yours faithfully,

@ To be deleted for applicants other than White Form Buyer(s)

\* Delete as appropriate

# A date which must be at least seven(7) working days after the receipt of the application by the Housing Authority



Application No.

Letter of Nomination No.

**"LETTER OF NOMINATION"**  
**for Sale of Flats under**  
**Home Ownership Schemes Secondary Market Scheme**  
**under Paragraph 4(c) of the Schedule to the Housing Ordinance (Cap.283)**

The Hong Kong Housing Authority, having regard to

- (a) a valid "Certificate of Eligibility to Purchase" (Cert. No. \_\_\_\_\_);
- (b) a "Certificate of Availability for Sale" of the captioned property (Cert. No. \_\_\_\_\_);
- (c) a Declaration in support of the Application for Letter of Nomination dated \_\_\_\_\_; and
- (d) a Provisional Agreement for Sale and Purchase dated \_\_\_\_\_ in respect of the captioned property.

hereby nominate

(Holder(s) of Hong Kong Identity Card No. \_\_\_\_\_)

as purchaser(s) to purchase the captioned property pursuant to the Provisional Agreement for Sale and Purchase and subject to the terms, covenants and conditions mentioned in the Schedule to the Housing Ordinance (Cap.283) and any amendments that may be made thereto from time to time, and subject to the condition that the formal agreement for sale and purchase and the assignment for completion of the sale and purchase shall be in the forms as set out in the Procedural Guidelines on the Secondary Market Scheme referred to in Law Society Circular, subject to such modification as the Hong Kong Housing Authority may direct from time to time.

This Letter of Nomination will be invalidated if prior to the completion of the sale and purchase of the captioned property, there is conviction of any person under Section 26(2) of the Housing Ordinance in respect of the application for the Certificate of Eligibility to Purchase and/or this Letter of Nomination.

( \_\_\_\_\_ )  
for Director of Housing

Date:



 香港房屋委員會  
Hong Kong Housing Authority

Our Ref.:  
Your Ref.:

Tel :  
Fax :

Dear Sirs,

Application for "Letter of Nomination"

Purchaser :  
Property :

I refer to your application for "Letter of Nomination" on behalf of  
("the Purchaser") and enclose a "Letter of Nomination" to the  
Purchaser to proceed with the purchase of the above property.

Please note that this "Letter of Nomination" is sent to you subject to your undertaking  
to notify the Home Assistance Loan Unit of the Hong Kong Housing Authority :-

- (1) the date of the Agreement for Sale and Purchase (ASP) and the date of execution of the Assignment within 10 days after completion; by completing and returning the attached reply slip to this office. Please also noted that any belated reply may lead to the late recovery of public housing unit from the purchaser(s) who is/are residing in and required to deliver vacant possession of the unit to the Housing Authority within 60 days form the date of execution of assignment; and
- (2) forthwith in the event the sale and purchase shall be cancelled or shall not be proceeded with in accordance with the Provisional Agreement for Sale and Purchase and/or the ASP for whatever reason.

Your undertaking shall be deemed given unless you advise us to the contrary as soon as practicable and if a revised form of undertaking cannot be agreed, you shall return the "Letter of Nomination" to the Hong Kong Housing Authority on demand.

For the benefit of your client, you are advised to register the "Letter of Nomination" in the Land Registry as part of the documentation for the sale and purchase of the property.

Yours faithfully,

( )  
for Director of Housing

Encl.



**For flats other than Designated Tin Chung Court Flats**

**THIS AGREEMENT** is made on the day and year as specified in the **First Schedule** hereto **BETWEEN** the person(s) whose description and address are set out in **Part 1 of the Second Schedule** hereto ("the Vendor") of the one part and the person(s) whose description and address are set out in **Part 2 of the Second Schedule** hereto ("the Purchaser") of the other part.

**WHEREAS** the Purchaser is a prescribed nominee within the definition set out in the Paragraph 1A of the Schedule to the Housing Ordinance (Cap.283), who is nominated by the Hong Kong Housing Authority ("the Housing Authority") to purchase the Property as hereinafter defined subject to the terms, covenants and conditions in the Schedule to the Housing Ordinance (Cap.283).

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES** as follows:-

- |                   |      |   |
|-------------------|------|---|
| Sale and Purchase | 1.   | The Vendor shall sell and the Purchaser shall if more than one person, as joint tenants, purchase the Property described and set out in the <b>Third Schedule</b> hereto ("the Property") and the appurtenances thereto and <b>TOGETHER</b> with all rights of way (if any) and other rights and all privileges, easements and appurtenances thereunto belonging or appertaining <b>AND</b> all the estate, right, title, interest, property, claim and demand whatsoever of the Vendor in and to the Property.   |
| Purchase Price    | 2.   | The purchase price shall be the sum set out in the <b>Fourth Schedule</b> hereto and shall be paid by the Purchaser to the Vendor in the manner set out in the <b>Fourth Schedule</b> hereto.   |
| Manner of Payment | 3(a) | In respect of each payment of the purchase price or any part thereof required to be made hereunder, the Purchaser shall deliver to the Vendor or his solicitors on the date on which such payment is required to be made a cashier order issued by a licensed bank in Hong Kong and/or a solicitors' cheque in favour of the Vendor (or as he may direct) for the relevant amount.  |
|                   | (b)  | Where the purchase price or any part thereof is required to be applied by the Vendor to discharge an existing mortgage, charge or incumbrance, or to pay the Vendor's solicitors' costs or any person entitled to such payment on completion of the sale and purchase hereunder, the Vendor or his solicitors shall be entitled, by giving the Purchaser or his solicitors reasonable prior notice in writing, to require the Purchaser to split such payment and deliver to the Vendor's solicitors one or more cashier order(s) and/or solicitors' cheque(s) issued in favour of the person(s) or party/parties entitled to such payment(s) and a separate cashier order or solicitor's cheque in favour of the Vendor for the balance. |

- (c) The Purchaser shall not be deemed to have discharged the obligation to make payment hereunder unless in making such payment, the Purchaser also complies with the provisions of this sub-clause.
- Completion 4. The sale and purchase shall be completed at the office of the Vendor's solicitors on or before the date as set out in the **Fifth Schedule** hereto when the residue of the purchase price shall be fully paid, and on payment of the whole purchase price the Vendor and all other necessary parties (if any) will execute a proper Assignment of the Property to the Purchaser subject as herein mentioned but otherwise free from incumbrances.  
[In case of mortgagee sale, "and all other necessary parties (if any)" be amended to "as Mortgagee/Legal Chargee" and the "incumbrances" be amended to "the equity of redemption under a Mortgage/Legal Charge registered in the Land Registry by Memorial No. [XX] and the Vendor shall assign the Property as mortgagee/legal chargee and shall only be required to give the usual limited covenant in that capacity that the Vendor has not personally encumbered the Property."]
- Vacant possession 5. It is a condition of this Agreement that the Vendor shall deliver to the Purchaser vacant possession of the Property upon completion.
- Subject to Government Grant and DMC 6. The Property is sold subject to and with the benefit of the Government Grant, for the residue of the terms of years created thereby and with any right of renewal thereby granted and subject to and with the benefit of all easements (if any) subsisting therein and with the benefit of and subject to all rights of way (if any) and also subject to and with the benefit of the Deed of Covenant and Mutual Grant of Easements and Other Rights, Deed of Mutual Covenant, Sub-Deed of Mutual Covenant and Management Agreement, if any, and other documents as more particularly set out in the **Sixth Schedule** hereto.
- As is basis 7. The Purchaser acknowledges that the Purchaser has inspected the Property and the Property is sold by the Vendor and purchased by the Purchaser on an "as is" basis.
- No subsale and transfer of benefit of this Agreement 8. The Purchaser shall not sub-sell the Property or transfer the benefit of this Agreement whether by way of a direct or indirect reservation, right of first refusal, option, trust or power of attorney, nomination or any other method, arrangement or document of any description, conditional or unconditional or enter into any agreement so to do before the completion of the sale and purchase of the Property.
- Good Title 9. The Vendor shall at his own expense give title to the Property in accordance with Section 13A of the Conveyancing and Property Ordinance (Cap.219) and the Vendor shall, in accordance with section 13 of the said Ordinance, prove his title to the Property and produce to the Purchaser for his perusal such certified or attested copies of any



deeds or documents of title, wills and matters of public record as may be necessary to complete such title. Such of the documents of title as are required for the purpose of giving title to the Property will be delivered to the Purchaser. All other documents of title in the possession of the Vendor will be retained by him and he will, if required, give to the Purchaser a covenant for the safe custody, production and delivery of certified copies thereof at the expense of the Purchaser.

- Solicitors' cost 10. Each party shall pay his own solicitors' costs and disbursements of and incidental to the preparation approval completion and registration of this Agreement and the subsequent Assignment.
- Stamp Duty and registration fee 11. (a) The ad valorem stamp duty payable on this Agreement (if any) and the Assignment shall be borne by the \*[Purchaser/Vendor] and the \*[ Purchaser/Vendor] shall keep the \*[Purchaser/Vendor] fully indemnified in respect thereof.
- (b) The special stamp duty (if any) payable on this Agreement and the Assignment shall be borne by the \*[Purchaser/Vendor] and \*[the Purchaser/Vendor] shall keep the \*[Purchaser/Vendor] fully indemnified in respect thereof.
- \*[(c) The buyer's stamp duty (if any) payable on this Agreement and the Assignment shall be borne by the Purchaser and the Purchaser shall keep the Vendor fully indemnified in respect thereof. ]
- (d) All registration fees payable on this Agreement and the Assignment shall be borne and paid by the registration Purchaser.
- (e) In the event of the consideration stated in the Assignment being not accepted by the Collector of Stamp Revenue as representing the true value of the Property the excess or additional ad valorem stamp duty, special stamp duty \*[and/or buyer's stamp duty] charged in accordance with his valuation of the Property and the additional Land Registry registration fees for the Assignment (if any) shall be borne by the parties pursuant to sub-clauses (a), (b), (c) and (d) of this clause.
- (f) For the avoidance of doubt, the provisions of this Clause shall survive completion of the sale and purchase hereby effected.
- \*Delete if inapplicable
- Time 12. Time shall in every respect be of the essence of this Agreement.
- Requisitions 13. Any requisition or objection in respect of the title or otherwise shall be

on title

delivered in writing to the Vendor's solicitors within [ ] working days from the date of receipt of title deeds of the Property by the Purchaser's solicitors otherwise the same shall be considered as waived and if the Purchaser shall make and insist on any objection or requisition in respect of the title or otherwise which the Vendor shall be unable or (on the ground of difficulty, delay or expense or on any reasonable ground) unwilling to remove or comply with, the Vendor shall, notwithstanding any previous negotiation or litigation, be at liberty to cancel the sale upon giving to the Purchaser or his solicitors at least seven working days' notice in writing to that effect, in which case unless the objection or requisition shall have been in the meantime withdrawn, the sale shall on the expiry of the notice be cancelled and the Purchaser shall be entitled to a forthwith return of all amounts paid by him on account of the purchase price of the Property under this Agreement but without interest (if payment is made within seven days of demand), costs or compensation.

Purchaser's default

14. Should the Purchaser (other than due to the default of the Vendor) fail to complete the purchase in the manner in accordance with the terms hereof or fail to make any payments payable hereunder or the Purchaser's Letter of Nomination be invalidated by the Housing Authority before completion, the deposit paid by the Purchaser under the Fourth Schedule hereto shall be absolutely forfeited to the Vendor as and for liquidated damages who may (without tendering an assignment to the Purchaser) rescind the sale and resell the Property subject to such stipulations as the Vendor may think fit and any increase in price on a resale shall belong to the Vendor. Any deficiency in price and all expenses attending such resale shall be borne by the Purchaser and shall be recoverable by the Vendor as and for liquidated damages. On the exercise of the Vendor's right of rescission hereunder the Vendor shall have the right, if this Agreement shall have been registered in the Land Registry/the relevant New Territories Land Registry, to register at the Land Registry/the relevant New Territories Land Registry a Memorandum signed by the Vendor alone to rescind the sale of the Property and vacate such registration.

Vendor's default

15. In the event of the Vendor (other than due to the default of the Purchaser) failing to complete the sale of the Property in accordance with the terms of this Agreement, it shall not be necessary for the Purchaser to tender an Assignment to the Vendor for execution before taking proceedings to enforce specific performance of this Agreement in lieu of or in addition to a claim for damages for breach of this Agreement.

Specific performance

16. Nothing in this Agreement shall be so construed as to prevent either the Vendor or the Purchaser from bringing an action and obtaining a decree for specific performance of this Agreement either in lieu of the aforesaid damages or in addition to such damages as the party bringing such

action may have sustained by reason of the breach by the other party to this Agreement.

- Apportionment 17. Possession shall be retained and all outgoings shall be discharged by the Vendor up to but exclusive of the actual day of completion and as from and inclusive of that day possession shall be taken and all outgoings shall be discharged by the Purchaser and all outgoings shall if necessary be apportioned between the Vendor and the Purchaser and paid on completion.
- Notice 18. Any notice required to be served on the Purchaser shall be validly given if in writing and addressed to the Purchaser or the Purchaser's solicitors and delivered at or sent by prepaid post to the address of the Purchaser specified herein or such other address as may from time to time be notified in writing to the Vendor or its solicitors or to the address of the Purchaser's solicitors (as the case may be). A notice sent by prepaid post shall be deemed to have been received on the day following the posting thereof and if more than one person is named herein as Purchaser, service on any of them shall be good service at all. Any notice required to be served on the Vendor shall be validly given if in writing and addressed to the Vendor or the Vendor's solicitors and delivered at or sent to the Vendor or the Vendor's solicitors at the address specified herein (as the case may be).
- Subject to Housing Ordinance 19. This Agreement and the subsequent Assignment are subject to the terms, covenants and conditions mentioned in the Schedule to the Housing Ordinance (Cap.283) and any amendments that may be made thereto from time to time.
- Premium Liability 20. The Purchaser acknowledges that he is purchasing the Property subject to the liability for payment of premium as set out in paragraph 1 of the Schedule to the Housing Ordinance Cap.283. The Vendor declares that for the purpose of calculation of the amount of premium under paragraph 1(b) of the Schedule to the Housing Ordinance, the Initial Market Value and the Purchase Price of the Property are specified in Assignment Memorial No. \_\_\_\_\_ as HK\$ \_\_\_\_\_ and HK\$ \_\_\_\_\_ respectively.
- Stamping 21. This Agreement is exempted from the provisions of Part IIIA and the First Schedule of Stamp Duty Ordinance by virtue of Section 29H(1) of the said Ordinance.
- Additional terms 22. The sale and purchase hereof is also subject to the additional terms (if any) set out in the **Seventh Schedule** hereto and in the event of any contradiction between such additional terms and the foregoing conditions arising, the provisions of the foregoing conditions and terms shall prevail.

- Miscellaneous 23. In this Agreement (if the context permits or requires) the word "day" shall mean calendar day PROVIDED that when any of the date or dates stipulated for payment herein, or the date of completion, shall fall on a day which is not a business day (defined as a day on which licensed banks are open for business in Hong Kong) or shall fall on a day on which typhoon signal No. 8 or above or black rainstorm warning signal is hoisted in Hong Kong at any time between the hours of 9:30 a.m. and 5:00 p.m. such date or dates for payment or the date of completion (as the case may be) shall automatically be postponed to the next business day on which typhoon signal No. 8 or above or black rainstorm warning signal is not so hoisted as aforesaid.
24. Marginal notes herein are intended for guidance only and do not form part of this Agreement, nor shall they be taken into account in the construction or interpretation of this Agreement.
25. This Agreement sets out the full agreement between the parties hereto and shall supersede all previous and prior agreements, whether made verbally and/or in writing, between the parties hereto and/or through or by any person(s) on their behalves in respect of the Property.
26. In this Agreement (if the context permits or requires) words importing the singular number only shall include the plural number and vice versa; words importing the masculine gender only shall include the feminine gender and neuter gender and words importing persons shall include corporations.
27. The expressions the "Vendor" and/or the "Purchaser" wherever used shall (if the context so permits or requires) in the case of an individual include the person specifically named and his executors administrators and assigns and in the case of persons holding as joint tenants include the persons specifically named and the survivors or survivor of them and the executors and administrators of such survivor his or their assigns.
28. Where two or more persons are included in the expression "Vendor" and/or "Purchaser" then all agreements, covenants, conditions and obligations (implied or expressed) of that party shall be deemed to be made and given by such persons jointly and severally.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

the            day of

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**Part 1**

Vendor's Name(s)    :

Vendor's Address(es) :

Holder(s) of Hong Kong Identity Card(s) No(s). :

or

Business Registration No.

Capacity            :

**Part 2**

Purchaser's Name(s) :

Purchaser's Address(es)        :

Holder(s) of Hong Kong Identity Card(s) No(s). :

Capacity            : Sole Owner/Joint Tenants

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**Description of the Property**

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**Purchase Price and manner of payment**

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**Time and Date of Completion**

The completion date of this Agreement is on or before the \_\_\_\_\_ day of \_\_\_\_\_  
or before \_\_\_\_\_ (at or before \_\_\_\_\_ on a weekday other than a Saturday and at  
\_\_\_\_\_ on a Saturday).

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**Particulars of Government Grant and Deeds of Mutual Covenant**



**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

**Additional Terms**

[Note: Parties are free to agree on additional terms in the Seventh Schedule provided such terms are not inconsistent with the prescribed foregoing terms and conditions.]

**AS WITNESS** the hands of the parties hereto the day and year above mentioned.

**SIGNED** by the Vendor )  
)  
)  
)  
)  
)  
)  
in the presence of :- )

**SIGNED** by the Purchaser )  
)  
)  
)  
)  
)  
)  
in the presence of :- )

**INTERPRETED** to the Vendor by :-

**INTERPRETED** to the Purchaser by :-

[Note: The parties are free to amend the execution clause and receipt clause as circumstances require]

**RECEIVED** on or before the day and year first above )

written of and from the Purchaser the sum of DOLLARS )

HK\$  
=====

Hong Kong Currency being initial deposit as above )

mentioned. )

**WITNESS :-**

**RECEIVED** on the day and year first above written of )

and from the Purchaser the sum of DOLLARS )

HK\$  
=====

Hong Kong Currency being further deposit as above )

mentioned. )

**WITNESS :-**

Dated [ \_\_\_\_\_ ]

[ \_\_\_\_\_ ]  
(the "Vendor")

AND

[ \_\_\_\_\_ ]  
(the "Purchaser")

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**AGREEMENT  
FOR SALE AND PURCHASE**

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**For Designated Tin Chung Court Flats**

**THIS AGREEMENT** is made on the day and year as specified in the **First Schedule** hereto **BETWEEN** the person(s) whose description and address are set out in **Part 1 of the Second Schedule** hereto ("the Vendor") of the one part and the person(s) whose description and address are set out in **Part 2 of the Second Schedule** hereto ("the Purchaser") of the other part.

**WHEREAS** the Purchaser is a prescribed nominee within the definition set out in the Paragraph 1A of the Schedule to the Housing Ordinance (Cap.283), who is nominated by the Hong Kong Housing Authority ("the Housing Authority") to purchase the Property as hereinafter defined subject to the terms, covenants and conditions in the Schedule to the Housing Ordinance (Cap.283).

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES** as follows:-

- |                   |  |
|-------------------|--|
| Sale and Purchase | 1(a). The Vendor shall sell and the Purchaser shall if more than one person, as joint tenants, purchase the Property described and set out in the <b>Third Schedule</b> hereto ("the Property") and the appurtenances thereto and <b>TOGETHER</b> with all rights of way (if any) and other rights and all privileges, easements and appurtenances thereunto belonging or appertaining <b>AND</b> all the estate, right, title, interest, property, claim and demand whatsoever of the Vendor in and to the Property.  |
|                   | (b) Notwithstanding anything contained herein to the contrary, <ol style="list-style-type: none"><li>i. the sale and purchase of the Property shall be subject to the Special Conditions set out in the <b>Eighth Schedule</b> hereto ("the Special Conditions"); and</li><li>ii. in the event of any inconsistency or contradiction between provisions of the terms and conditions herein and any of the Special Conditions, the provisions of the Special Conditions shall prevail.</li></ol>  |
| Purchase Price    | 2. The purchase price shall be the sum set out in the <b>Fourth Schedule</b> hereto and shall be paid by the Purchaser to the Vendor in the manner set out in the <b>Fourth Schedule</b> hereto.   |
| Manner of Payment | 3(a) In respect of each payment of the purchase price or any part thereof required to be made hereunder, the Purchaser shall deliver to the Vendor or his solicitors on the date on which such payment is required to be made a cashier order issued by a licensed bank in Hong Kong and/or a solicitors' cheque in favour of the Vendor (or as he may direct) for the relevant amount.<br><br>(b) Where the purchase price or any part thereof is required to be applied by the Vendor to discharge an existing mortgage, charge or incumbrance, or to pay the Vendor's solicitors' costs or any person entitled to such payment on completion of the sale and purchase hereunder, the Vendor |

or his solicitors shall be entitled, by giving the Purchaser or his solicitors reasonable prior notice in writing, to require the Purchaser to split such payment and deliver to the Vendor's solicitors one or more cashier order(s) and/or solicitors' cheque(s) issued in favour of the person(s) or party/parties entitled to such payment(s) and a separate cashier order or solicitor's cheque in favour of the Vendor for the balance.

- (c) The Purchaser shall not be deemed to have discharged the obligation to make payment hereunder unless in making such payment, the Purchaser also complies with the provisions of this sub-clause.

- Completion 4. \*[The sale and purchase shall be completed at the office of the Vendor's solicitors on or before the date as set out in the **Fifth Schedule** hereto when the residue of the purchase price shall be fully paid, and on payment of the whole purchase price the Vendor and all other necessary parties (if any) will execute a proper Assignment of the Property to the Purchaser subject as herein mentioned and without prejudice to the generality of the foregoing subject to the matters stated in the Special Conditions, but otherwise free from incumbrances.]

OR

{In case of mortgagee sale, the following to be adopted}

\*[The sale and purchase shall be completed at the office of the Vendor's solicitors on or before the date as set out in the **Fifth Schedule** hereto when the residue of the purchase price shall be fully paid, and on payment of the whole purchase price the Vendor as Mortgagee/Legal Chargee will execute a proper Assignment of the Property to the Purchaser subject as herein mentioned and without prejudice to the generality of the foregoing subject to the matters stated in the Special Conditions, but otherwise free from the equity of redemption under a Mortgage/Legal Charge registered in the Land Registry by Memorial No. [XX] and the Vendor shall assign the Property as mortgagee/legal chargee and shall only be required to give the usual limited covenant in that capacity that the Vendor has not personally encumbered the Property.]

- Vacant possession 5. It is a condition of this Agreement that the Vendor shall deliver to the Purchaser vacant possession of the Property upon completion.

- Subject to Government Grant and DMC 6. The Property is sold subject to and with the benefit of the Government Grant, for the residue of the terms of years created thereby and with any right of renewal thereby granted and subject to and with the benefit of all easements (if any) subsisting therein and with the benefit of and subject to all rights of way (if any) and also subject to and with the benefit of the Deed of Covenant and Mutual Grant of Easements and Other Rights, Deed of Mutual Covenant, Sub-Deed of Mutual Covenant and Management Agreement, if any, and other documents as more particularly set out in the **Sixth Schedule** hereto.

- As is basis 7. The Purchaser acknowledges that the Purchaser has inspected the Property and the Property is sold by the Vendor and purchased by the Purchaser on an "as is" basis.
- No subsale and transfer of benefit of this Agreement 8. The Purchaser shall not sub-sell the Property or transfer the benefit of this Agreement whether by way of a direct or indirect reservation, right of first refusal, option, trust or power of attorney, nomination or any other method, arrangement or document of any description, conditional or unconditional or enter into any agreement so to do before the completion of the sale and purchase of the Property.
- Good Title 9. Subject to the Special Conditions, the Vendor shall at his own expense give title to the Property in accordance with Section 13A of the Conveyancing and Property Ordinance (Cap.219) and the Vendor shall, in accordance with section 13 of the said Ordinance, prove his title to the Property and produce to the Purchaser for his perusal such certified or attested copies of any deeds or documents of title, wills and matters of public record as may be necessary to complete such title. Such of the documents of title as are required for the purpose of giving title to the Property will be delivered to the Purchaser. All other documents of title in the possession of the Vendor will be retained by him and he will, if required, give to the Purchaser a covenant for the safe custody, production and delivery of certified copies thereof at the expense of the Purchaser.
- Solicitors' cost 10. Each party shall pay his own solicitors' costs and disbursements of and incidental to the preparation approval completion and registration of this Agreement and the subsequent Assignment.
- Stamp Duty and registration fee 11. (a) The ad valorem stamp duty payable on this Agreement (if any) and the Assignment shall be borne by the \*[Purchaser/Vendor] and the \*[ Purchaser/Vendor] shall keep the \*[Purchaser/Vendor] fully indemnified in respect thereof.
- (b) The special stamp duty (if any) payable on this Agreement and the Assignment shall be borne by the \*[Purchaser/Vendor] and \*[the Purchaser/Vendor] shall keep the \*[Purchaser/Vendor] fully indemnified in respect thereof.
- \*(c) The buyer's stamp duty (if any) payable on this Agreement and the Assignment shall be borne by the Purchaser and the Purchaser shall keep the Vendor fully indemnified in respect thereof. ]
- (d) All registration fees payable on this Agreement and the Assignment shall be borne and paid by the registration Purchaser.

- (e) In the event of the consideration stated in the Assignment being not accepted by the Collector of Stamp Revenue as representing the true value of the Property the excess or additional ad valorem stamp duty, special stamp duty \*[and/or buyer's stamp duty] charged in accordance with his valuation of the Property and the additional Land Registry registration fees for the Assignment (if any) shall be borne by the parties pursuant to sub-clauses (a), (b), (c) and (d) of this clause.
- (f) For the avoidance of doubt, the provisions of this Clause shall survive completion of the sale and purchase hereby effected.

\*Delete if inapplicable

- |                       |       |   |
|-----------------------|-------|---|
| Time                  | 12.   | Time shall in every respect be of the essence of this Agreement.  |
| Requisitions on title | 13(a) | Any requisition or objection in respect of the title or otherwise shall be delivered in writing to the Vendor's solicitors within [      ] working days from the date of receipt of title deeds of the Property by the Purchaser's solicitors otherwise the same shall be considered as waived and if the Purchaser shall make and insist on any objection or requisition in respect of the title or otherwise which the Vendor shall be unable or (on the ground of difficulty, delay or expense or on any reasonable ground) unwilling to remove or comply with, the Vendor shall, notwithstanding any previous negotiation or litigation, be at liberty to cancel the sale upon giving to the Purchaser or his solicitors at least seven working days' notice in writing to that effect, in which case unless the objection or requisition shall have been in the meantime withdrawn, the sale shall on the expiry of the notice be cancelled and the Purchaser shall be entitled to a forthwith return of all amounts paid by him on account of the purchase price of the Property under this Agreement but without interest (if payment is made within seven days of demand), costs or compensation. |
|                       | (b)   | Notwithstanding Clause 13(a) above, the Purchaser acknowledges and agrees that his right to raise requisition or objection in respect of the title is subject to the Special Conditions.  |
| Purchaser's default   | 14.   | Should the Purchaser (other than due to the default of the Vendor) fail to complete the purchase in the manner in accordance with the terms hereof or fail to make any payments payable hereunder or the Purchaser's Letter of Nomination be invalidated by the Housing Authority before completion, the deposit paid by the Purchaser under the Fourth Schedule hereto shall be absolutely forfeited to the Vendor as and for liquidated damages who may (without tendering an assignment to the Purchaser) rescind the sale and resell the Property subject to such stipulations as the Vendor may think fit and any increase in price on a resale shall belong to the Vendor. Any deficiency in price and all expenses attending such resale shall be borne by the Purchaser and shall   |



be recoverable by the Vendor as and for liquidated damages. On the exercise of the Vendor's right of rescission hereunder the Vendor shall have the right, if this Agreement shall have been registered in the Land Registry, to register at the Land Registry a Memorandum signed by the Vendor alone to rescind the sale of the Property and vacate such registration.

- Vendor's default      15.      In the event of the Vendor (other than due to the default of the Purchaser) failing to complete the sale of the Property in accordance with the terms of this Agreement, it shall not be necessary for the Purchaser to tender an Assignment to the Vendor for execution before taking proceedings to enforce specific performance of this Agreement in lieu of or in addition to a claim for damages for breach of this Agreement.
- Specific performance      16.      Nothing in this Agreement shall be so construed as to prevent either the Vendor or the Purchaser from bringing an action and obtaining a decree for specific performance of this Agreement either in lieu of the aforesaid damages or in addition to such damages as the party bringing such action may have sustained by reason of the breach by the other party to this Agreement.
- Apportionment      17.      Possession shall be retained and subject to the Special Conditions, all outgoing shall be discharged by the Vendor up to but exclusive of the actual day of completion and as from and inclusive of that day possession shall be taken and all outgoing shall be discharged by the Purchaser and all outgoing shall if necessary be apportioned between the Vendor and the Purchaser and paid on completion.
- Notice      18.      Any notice required to be served on the Purchaser shall be validly given if in writing and addressed to the Purchaser or the Purchaser's solicitors and delivered at or sent by prepaid post to the address of the Purchaser specified herein or such other address as may from time to time be notified in writing to the Vendor or its solicitors or to the address of the Purchaser's solicitors (as the case may be). A notice sent by prepaid post shall be deemed to have been received on the day following the posting thereof and if more than one person is named herein as Purchaser, service on any of them shall be good service at all. Any notice required to be served on the Vendor shall be validly given if in writing and addressed to the Vendor or the Vendor's solicitors and delivered at or sent to the Vendor or the Vendor's solicitors at the address specified herein (as the case may be).
- Subject to Housing Ordinance      19.      This Agreement and the subsequent Assignment are subject to the terms, covenants and conditions mentioned in the Schedule to the Housing Ordinance (Cap.283) and any amendments that may be made thereto from time to time.

- Premium Liability 20. The Purchaser acknowledges that he is purchasing the Property subject to the liability for payment of premium as set out in paragraph 1 of the Schedule to the Housing Ordinance Cap.283. The Vendor declares that for the purpose of calculation of the amount of premium under paragraph 1(b) of the Schedule to the Housing Ordinance, the Initial Market Value and the Purchase Price of the Property are specified in Assignment Memorial No. \_\_\_\_\_ as HK\$ \_\_\_\_\_ and HK\$ \_\_\_\_\_ respectively.
- Stamping 21. This Agreement is exempted from the provisions of Part IIIA and the First Schedule of Stamp Duty Ordinance by virtue of Section 29H(1) of the said Ordinance.
- Additional terms 22. The sale and purchase hereof is also subject to the additional terms (if any) set out in the **Seventh Schedule** hereto and in the event of any contradiction between such additional terms and the foregoing conditions arising, the provisions of the foregoing conditions and terms shall prevail.
- Miscellaneous 23. In this Agreement (if the context permits or requires) the word "day" shall mean calendar day PROVIDED that when any of the date or dates stipulated for payment herein, or the date of completion, shall fall on a day which is not a business day (defined as a day on which licensed banks are open for business in Hong Kong) or shall fall on a day on which typhoon signal No. 8 or above or black rainstorm warning signal is hoisted in Hong Kong at any time between the hours of 9:30 a.m. and 5:00 p.m. such date or dates for payment or the date of completion (as the case may be) shall automatically be postponed to the next business day on which typhoon signal No. 8 or above or black rainstorm warning signal is not so hoisted as aforesaid.
24. Marginal notes herein are intended for guidance only and do not form part of this Agreement, nor shall they be taken into account in the construction or interpretation of this Agreement.
25. This Agreement sets out the full agreement between the parties hereto and shall supersede all previous and prior agreements, whether made verbally and/or in writing, between the parties hereto and/or through or by any person(s) on their behalves in respect of the Property.
26. In this Agreement (if the context permits or requires) words importing the singular number only shall include the plural number and vice versa; words importing the masculine gender only shall include the feminine gender and neuter gender and words importing persons shall include corporations.
27. The expressions the "Vendor" and/or the "Purchaser" wherever used shall (if the context so permits or requires) in the case of an individual include the person specifically named and his executors administrators

and assigns and in the case of persons holding as joint tenants include the persons specifically named and the survivors or survivor of them and the executors and administrators of such survivor his or their assigns.

28. Where two or more persons are included in the expression "Vendor" and/or "Purchaser" then all agreements, covenants, conditions and obligations (implied or expressed) of that party shall be deemed to be made and given by such persons jointly and severally.



**THE THIRD SCHEDULE ABOVE REFERRED TO**

**Description of the Property**



**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**Particulars of Government Grant and Deeds of Mutual Covenant**

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

**Additional Terms**

[Note: Parties are free to agree on additional terms in the Seventh Schedule provided such terms are not inconsistent with the prescribed foregoing terms and conditions.]



**THE EIGHTH SCHEDULE ABOVE REFERRED TO**

**Special Conditions**

1. The Purchaser hereby expressly agrees, admits and acknowledges that:-
  - (i) The Purchaser is fully aware that there are disputes between the Housing Authority and the other owners of Tin Chung Court over the liabilities to pay the management fees and also interest, collection charge, costs and/or other expenses arising thereon under the Deed of Mutual Covenant and Deed of Grant registered in the Land Registry by Memorial No.YL889084 (“the Deed of Mutual Covenant”) in respect of the units, including the Property, of (a) Blocks K and L of Tin Chung Court for the period from 28<sup>th</sup> December 1999 up to 23<sup>rd</sup> November 2008 and (b) Blocks F, G, H and J of Tin Chung Court for the period from 28<sup>th</sup> December 1999 to 22<sup>nd</sup> April 2001 (collectively “the management fees in dispute”).
  - (ii) The total amount of the management fees in dispute (excluding the said interest, collection charge, costs and/or other expenses) is HK\$45,073,812.31 with the breakdown as follows:-
    - (a) For Flat Nos. 1, 2, 5 and 6 of Blocks K and L, at HK\$60,629.71 per flat;
    - (b) For Flat Nos. 3, 4, 7 and 8 of Blocks K and L, at HK\$47,517.75 per flat;
    - (c) For Flats Nos.1, 2, 5 and 6 of Blocks F, G, H and J, at HK\$9,168.45 per flat; and
    - (d) For Flats Nos. 3, 4, 7 and 8 of Blocks F, G, H and J, at HK\$ 7,185.65 per flat.
  - (iii) According to the terms of the Deed of Mutual Covenant,
    - (a) Interest shall accrue at the rate not exceeding 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited on the amount unpaid; and
    - (b) Collection charge shall be calculated at the rate not exceeding 10% of the amount payable, and there may also be liability for other expenses incurred in or in connection with recovering of the amount payable including legal expenses on a solicitor and own client basis.

- (iv) The management fees in dispute may affect, and may constitute blots on, the title to the Property and may also have other legal consequences affecting the Property and the Purchaser as future owner of the Property. Without prejudice to the generality of the foregoing, the management fees in dispute (1) may result in a charge arising over or memorandum of charge being registered against the Property for the amounts involved in the management fees in dispute, (2) may result in litigation or proceedings involving claims or demands or action being made or taken against and/or liabilities of the Vendor and the Purchaser for payment of the management fees in dispute, (3) may result in lis pendens being registered in the Land Registry against the Property, (4) may affect the Purchaser and/or his successors and assigns in obtaining any loan and/or financing by a charge or mortgage over the Property and (5) may affect the Purchaser's subsequent sale of the Property.
- (v) No payment of the management fees in dispute was made by the Housing Authority and the Vendor.
- (vi) The Purchaser is not entitled to require the Vendor to pay the management fees in dispute or any part thereof, and the Vendor shall not be obliged to pay the same and/or produce or deliver to the Purchaser any receipts and/or document(s) proving or showing the payment thereof, before, on or after the completion of the sale and purchase of the Property hereunder.
- (vii) The Purchaser shall not raise any requisitions on or take any objection to the title to the Property based upon, in relation to or concerning the management fees in dispute and/or any legal consequences arising therefrom, including but not limited to any issues, liabilities, claims, demands, actions, charges or memorandum of charges, litigation or proceedings, lis pendens or otherwise blots on title arising therefrom.
- (viii) Save for enforcement of the provisions and pursuing against the Vendor for breach of any of the warranty, declaration and undertaking made and given by the Vendor in paragraph 3 hereunder, the Purchaser, whether before, on or after the completion of the sale and purchase of the Property hereunder, shall have no claim whatsoever against the Vendor, whether for loss, damage, compensation, set off or any other legal or equitable relief in any form whatsoever, in relation to

or concerning the management fees in dispute and/or legal consequences arising therefrom, including but not limited to any issues, liabilities, claims, demands, actions, charges or memorandum of charges, litigation or proceedings, lis pendens or otherwise blots on title arising therefrom.

(ix) The Purchaser shall complete the purchase of the Property (1) without any abatement in purchase price and (2) subject to the management fees in dispute and all legal consequences arising therefrom and to any encumbrance on and/or blots on title to the Property constituted by and/or arising from the management fees in dispute.

2. The Purchaser hereby acknowledges and declares that no warranty or representation is given or made by the Vendor as to whether any: -

(i) memorandum of charge or lis pendens in respect of the management fees in dispute has been or will be made and/or registered in the Land Registry against the Property; or

(ii) charge for the management fees in dispute has arisen or will arise over the Property; or

(iii) claims, demands, actions, litigation or legal proceedings has been or will be made, taken or instituted against the Vendor for recovery of the management fees in dispute.

The Purchaser hereby agrees and declares that even if any memorandum of charge or lis pendens in respect of the management fees in dispute has been or will be made and/or registered in the Land Registry against the Property, or any charge for the management fees in dispute has arisen or will arise over the Property, or any claims, demands, actions, litigation or legal proceedings has been or will be made, taken or instituted against either or both of the Vendor and the Purchaser for recovery of the management fees in dispute now or at any time hereafter, the Purchaser shall nevertheless purchase and complete his purchase of the Property subject to such memorandum of charge, charge, lis pendens and/or claims, demands, actions, litigation and/or legal proceedings and without any abatement of the purchase price.

3. (i) \*[The Property is sold subject to and with the benefit of the indemnity (“the Indemnity”) given by the Housing Authority under the first assignment executed in or after 2013 for sale of the Property of all claims demands actions

proceedings and/or litigation received including all interest, costs and expenses in connection therewith in respect of the management fees in dispute.]

OR

{In case of mortgagee sale, the following to be adopted.}

\*[The Property is sold subject to and with the benefit of the indemnity given by the Housing Authority under the Deed of Guarantee dated [ ] of all claims demands actions proceedings and/or litigation received including all interest, costs and expenses in connection therewith in respect of the management fees in dispute.]

- (ii) The Vendor hereby warrants and declares that the Vendor has fully and punctually performed and observed each and every of the conditions (“the Conditions”) required to be observed and performed as a condition precedent to the Vendor’s and/or his successors’ and assigns’ entitlement to or enforcement of the Indemnity and would continue to perform and observe the Conditions up to the completion of the sale and purchase of the Property.
- (iii) The Purchaser agrees to perform and observe each and every of the Conditions.

**AS WITNESS** the hands of the parties hereto the day and year above mentioned.

**SIGNED** by the Vendor )  
)  
)  
)  
)  
)  
)  
in the presence of :- )

**SIGNED** by the Purchaser )  
)  
)  
)  
)  
)  
in the presence of :- )

**INTERPRETED** to the Vendor by :-

**INTERPRETED** to the Purchaser by :-

[Note: The parties are free to amend the execution clause and receipt clause as circumstances require]

**RECEIVED** on or before the day and year first above  
written of and from the Purchaser the sum of **DOLLARS**

)  
)  
) **HK\$**  
\_\_\_\_\_  
\_\_\_\_\_

Hong Kong Currency being initial deposit as above  
mentioned.

**WITNESS :-**

**RECEIVED** on the day and year first above written of  
and from the Purchaser the sum of **DOLLARS**

)  
)  
) **HK\$**  
\_\_\_\_\_  
\_\_\_\_\_

Hong Kong Currency being further deposit as above  
mentioned.

**WITNESS :-**

Dated [ \_\_\_\_\_ ]

[ \_\_\_\_\_ ]  
(the "Vendor")

AND

[ \_\_\_\_\_ ]  
(the "Purchaser")

---

**AGREEMENT  
FOR SALE AND PURCHASE**

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**For flats other than Designated Tin Chung Court Flats**

**THIS ASSIGNMENT** is made the [ ] day of [ ]  
Two thousand [ ]

**BETWEEN :-**

(1)

(the "Vendor") and

(2)

(the "Purchaser")

**WHEREAS** the Purchaser is a prescribed nominee within the definition set out in the Paragraph 1A of the Schedule to the Housing Ordinance (Cap.283), who is nominated by the Hong Kong Housing Authority to purchase the Property as hereinafter defined subject to the terms, covenants and conditions in the Schedule to the Housing Ordinance (Cap.283).

[Note 1]

1. **IN CONSIDERATION** of the sum of **HONG KONG DOLLARS**

(**HK\$** ) paid by the Purchaser to the Vendor (receipt whereof is acknowledged) the Vendor [Note 2] **ASSIGNS** to the Purchaser the land described in the **Schedule** hereto (the "**Property**") **TO HOLD** the same unto the Purchaser (in the event of the Purchaser being more than one person, as joint tenants) for the residue of the term of years created by the Government Lease referred to in the Schedule ("the Government Lease") subject to the payment of the due proportion of the yearly government rent reserved by and the covenants conditions and provisos contained in the Government Lease And Subject to and with the benefit of [a Deed of Covenant and Mutual Grant of Easements and Other Rights, a Deed of Mutual Covenant, a Sub-Deed of Mutual Covenant or a Management Agreement] as more particularly described in the Schedule hereto ("**the Deed of Mutual Covenant**"). [Note 3]

2. This Assignment is subject to the terms covenants and conditions (hereinafter called "the said terms covenants and conditions") contained in the Schedule to the Housing Ordinance (Cap.283) and any amendments thereto.

3. The Vendor so far as relates to the Property hereby covenants with the Purchaser that the Deed of Mutual Covenant is now good valid and subsisting and in no way becomes

voidable and that the covenants terms and conditions contained in the Deed of Mutual Covenant have been observed and performed up to the date of this Assignment. [Note 4]

4. The Purchaser with the object and intention of affording to the Vendor a full and sufficient indemnity but not further or otherwise hereby covenants with the Vendor that the Purchaser will henceforth during the residue of the said term perform and observe all the covenants terms and conditions contained in the Deed of Mutual Covenant so far as they relate to or affect the Property but not further or otherwise and will indemnify and keep indemnified the Vendor from and against all actions suits costs expenses claims and demands for or on account of or in respect of the breach or the non-performance or non-observance of the said covenants terms and conditions or any of them.

5. It is hereby agreed and declared by the parties hereto that the respective covenants by the Vendor and the Purchaser implied by the Conveyancing and Property Ordinance (Cap.219) shall be construed and shall take effect so far as they affect or relate to the Property but not further or otherwise.

6. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds HK\$ [                      ].

7. The Purchaser acknowledges that he is purchasing the Property subject to the liability for payment of premium as set out in paragraph 1 of the Schedule to the Housing Ordinance Cap.283. The Vendor declares that for the purpose of calculation of the amount of premium under paragraph 1(b) of the Schedule to the Housing Ordinance, the Initial Market Value and the Purchase Price of the Property are specified in Assignment Memorial No. \_\_\_\_\_ as HK\$ \_\_\_\_\_ and HK\$ \_\_\_\_\_ respectively.

Note 1: Appropriate recitals regarding the capacity of the Vendor may be inserted.

Note 2: Insert the appropriate capacity of the Vendor. In case of mortgagee sale, may add "as Mortgagee/Legal Chargee in exercise of the power of sale conferred on it by the Mortgage/Legal Charge hereinafter mentioned and all other powers (if any) enabling it".

Note 3: In case of mortgagee sale, may add "BUT FREED AND DISCHARGED of and from all rights or equity of redemption of and from all principal, interest and claims whatsoever under a Mortgage/Legal Charge registered in the Land Registry by Memorial No. [XX]".

Note 4: In case of mortgagee sale, Clause 3 can be deleted with the subsequent clauses re-numbered.

Note 5: Parties are free to make amendment of the form for the purpose of incorporating covenants for compliance with the terms of the relevant deed of mutual covenant and/or the requirements set out in the first assignment of the Property.

Note 6: Parties are free to amend the execution clauses.

**IN WITNESS** whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

**SCHEDULE**

1. The Property :-

2. The Government Lease :-

3. The Deed of Mutual Covenant :-

[Deed of Mutual Covenant/Sub-Deed of Mutual Covenant/Management Agreement/Deed of Covenant and Mutual Grant of Easements and Other Rights.]

**SIGNED SEALED AND DELIVERED** )  
 )  
by the Vendor (having )  
 )  
been previously identified by )  
 )  
production of Hong Kong )  
 )  
Identity Card(s) No(s). ) )  
 )  
in the presence of :- )

**SIGNED SEALED AND DELIVERED** )  
 )  
by the Purchaser ( having )  
 )  
been previously identified by )  
 )  
production of Hong Kong )  
 )  
Identity Card(s) No(s). ) )  
 )  
in the presence of :- )

**INTERPRETED** to the Vendor by :-

**INTERPRETED** to the Purchaser by :-

Dated the [ \_\_\_\_\_ ] day of [ \_\_\_\_\_ ]

TO

---

**ASSIGNMENT**

of

---



**For Designated Tin Chung Court Flats**

**THIS ASSIGNMENT** is made the [ ] day of [ ]  
Two thousand [ ]

**BETWEEN :-**

(1) [ ]

(the "**Vendor**") and

(2)

(the "**Purchaser**")

**WHEREAS** the Purchaser is a prescribed nominee within the definition set out in the Paragraph 1A of the Schedule to the Housing Ordinance (Cap.283), who is nominated by the Hong Kong Housing Authority to purchase the Property as hereinafter defined subject to the terms, covenants and conditions in the Schedule to the Housing Ordinance (Cap.283).

[Note 1]

1. **IN CONSIDERATION** of the sum of **HONG KONG DOLLARS**

(**HK\$** ) paid by the Purchaser to the Vendor (receipt whereof is acknowledged) the Vendor [Note 2] **ASSIGNS** to the Purchaser the land described in the **Schedule** hereto (the "**Property**") **SUBJECT TO** and with the benefit of the Special Conditions contained in paragraph 4 of the Schedule hereto ("the said Special Conditions") **TO HOLD** the same unto the Purchaser (in the event of the Purchaser being more than one person, as joint tenants) for the residue of the term of years created by the Government Lease referred to in the Schedule ("the Government Lease") subject to the payment of the due proportion of the yearly government rent reserved by and the covenants conditions and provisos contained in the Government Lease And Subject to and with the benefit of [a Deed of Covenant and Mutual Grant of Easements and Other Rights, a Deed of Mutual Covenant, a Sub-Deed of Mutual Covenant or a Management Agreement] as more particularly described in the Schedule hereto ("**the Deed of Mutual Covenant**"). [Note 3]

2. This Assignment is subject to the terms covenants and conditions (hereinafter called "the said terms covenants and conditions") contained in the Schedule to the Housing Ordinance (Cap.283) and any amendments thereto.

3. The Vendor so far as relates to the Property hereby covenants with the Purchaser that the Deed of Mutual Covenant is now good valid and subsisting and in no way becomes voidable and that the covenants terms and conditions contained in the Deed of Mutual Covenant have been observed and performed up to the date of this Assignment. [Note 4]

4. The Purchaser with the object and intention of affording to the Vendor a full and sufficient indemnity but not further or otherwise hereby covenants with the Vendor that the Purchaser will henceforth during the residue of the said term perform and observe all the covenants terms and conditions contained in the Deed of Mutual Covenant so far as they relate to or affect the Property but not further or otherwise and will indemnify and keep indemnified the Vendor from and against all actions suits costs expenses claims and demands for or on account of or in respect of the breach or the non-performance or non-observance of the said covenants terms and conditions or any of them and hereby further covenants with the Vendor that the Purchaser shall be bound by the said Special Conditions and will observe, perform and comply with all the terms, conditions and covenant therein contained.

5. It is hereby agreed and declared by the parties hereto that the respective covenants by the Vendor and the Purchaser implied by the Conveyancing and Property Ordinance (Cap.219) shall be construed and shall take effect so far as they affect or relate to the Property but not further or otherwise.

6. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds HK\$ [                    ].

7. The Purchaser acknowledges that he is purchasing the Property subject to the liability for payment of premium as set out in paragraph 1 of the Schedule to the Housing Ordinance Cap.283. The Vendor declares that for the purpose of calculation of the amount of premium under paragraph 1(b) of the Schedule to the Housing Ordinance, the Initial Market Value and the Purchase Price of the Property are specified in Assignment Memorial No. \_\_\_\_\_ as HK\$ \_\_\_\_\_ and HK\$ \_\_\_\_\_ respectively.

Note 1: Appropriate recitals regarding the capacity of the Vendor may be inserted.

Note 2: Insert the appropriate capacity of the Vendor. In case of mortgagee sale, may add "as Mortgagee/Legal Chargee in exercise of the power of sale conferred on it by the Mortgage/Legal Charge hereinafter mentioned and all other powers (if any) enabling it".

Note 3: In case of mortgagee sale, may add "BUT FREED AND DISCHARGED of and from all rights or equity of redemption of and from all principal, interest and claims whatsoever under a Mortgage/Legal Charge registered in the Land Registry by Memorial No. [XX]".



Note 4: In case of mortgagee sale, Clause 3 can be deleted with the subsequent clauses re-numbered.

Note 5: Parties are free to make amendment of the form for the purpose of incorporating covenants for compliance with the terms of the relevant deed of mutual covenant and/or the requirements set out in the first assignment of the Property.

Note 6: Parties are free to amend the execution clauses.

IN WITNESS whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

### **SCHEDULE**

1. The Property :-

2. The Government Lease :-

3. The Deed of Mutual Covenant :-

[Deed of Mutual Covenant/Sub-Deed of Mutual Covenant/Management Agreement/Deed of Covenant and Mutual Grant of Easements and Other Rights.]

4. Special Conditions

(a) Notwithstanding the covenants by the Vendor implied by the Conveyancing and Property Ordinance (Cap.219) and herein contained, the Purchaser hereby expressly agrees, admits, acknowledges and covenants that:-

(i) The Purchaser is fully aware that there are disputes between the Hong Kong

Housing Authority and the other owners of Tin Chung Court over the liabilities to pay the management fees and also interest, collection charge, costs and/or other expenses arising thereon under the Deed of Mutual Covenant in respect of the units, including the Property, of (a) Blocks K and L of Tin Chung Court for the period from 28<sup>th</sup> December 1999 up to 23<sup>rd</sup> November 2008 and (b) Blocks F, G, H and J of Tin Chung Court for the period from 28<sup>th</sup> December 1999 to 22<sup>nd</sup> April 2001 (collectively “the management fees in dispute”).

- (ii) The total amount of the management fees in dispute (excluding the said interest, collection charge, costs and/or other expenses) is HK\$45,073,812.31, with the breakdown as follows:-
  - (I) For Flat Nos. 1, 2, 5 and 6 of Blocks K and L, at HK\$60,629.71 per flat; and
  - (II) For Flat Nos. 3, 4, 7 and 8 of Blocks K and L, at HK\$47,517.75 per flat.;
  - (III) For Flats Nos. 1, 2, 5 and 6 of Blocks F, G, H and J, at HK\$9,168.45 per flat; and
  - (IV) For Flats Nos. 3, 4, 7 and 8 of Blocks F, G, H and J, at HK\$ 7,185.65 per flat.
- (iii) According to the terms of the Deed of Mutual Covenant,
  - (I) Interest shall accrue at the rate not exceeding 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited on the amount unpaid; and
  - (II) Collection charge shall be calculated at the rate not exceeding 10% of the amount payable, and there may also be liability for other expenses incurred in or in connection with recovering of the amount payable including legal expenses on a solicitor and own client basis.
- (iv) The management fees in dispute may affect, and may constitute blots on, the title to the Property and may also have other legal consequences affecting the Property and the Purchaser as owner of the Property. Without prejudice to the generality of the foregoing, the management fees in dispute (1) may result in a charge arising over or memorandum of charge being registered against the Property for the amounts involved in the management fees in dispute, (2) may result in litigation or proceedings involving claims or demands or action being

made or taken against and/or liabilities of the Vendor and the Purchaser for payment of the management fees in dispute, (3) may result in lis pendens being registered in the Land Registry against the Property, (4) may affect the Purchaser and/or his successors and assigns in obtaining any loan and/or financing by a charge or mortgage over the Property and (5) may affect the Purchaser's subsequent sale of the Property.

- (v) No payment of the management fees in dispute was made by the Hong Kong Housing Authority and the Vendor.
- (vi) The Purchaser is not entitled to require the Vendor to pay the management fees in dispute or any part thereof, and the Vendor shall not be obliged to pay the same and/or produce or deliver to the Purchaser any receipts and/or document(s) proving or showing the payment thereof on or after the completion of the sale and purchase of the Property hereunder.
- (vii) The Purchaser has no right to raise any requisitions on or take any objection to the title to the Property based upon, in relation to or concerning the management fees in dispute and/or any legal consequences arising therefrom, including but not limited to any issues, liabilities, claims, demands, actions, charges or memorandum of charges, litigation or proceedings, lis pendens or otherwise blots on title arising therefrom.
- (viii) Save for enforcement of the provisions and pursuing against the Vendor for breach of any of the covenants made and given by the Vendor in paragraph (b) hereunder, the Purchaser, whether before, on or after the completion of the sale and purchase of the Property hereunder, shall have no claim whatsoever against the Vendor, whether for loss, damage, compensation, set off or any other legal or equitable relief in any form whatsoever, in relation to or concerning the management fees in dispute and/or legal consequences arising therefrom, including but not limited to any issues, liabilities, claims, demands, actions, charges or memorandum of charges, litigation or proceedings, lis pendens or otherwise blots on title arising therefrom.
- (ix) The Purchaser hereby completes the purchase of the Property subject to the management fees in dispute and all legal consequences arising therefrom and to any encumbrance on and/or blots on title to the Property constituted by and/or arising from the management fees in dispute including any

memorandum of charge or lis pendens that may have been registered in the Land Registry against the Property and/or any charge for the management fees in dispute may have been arisen over the Property and/or any claims, demands, actions, litigations or legal proceedings relating to or arising from the management fees in dispute that may have been made, taken or instituted against the Vendor or the Purchaser for recovery of the management fees in dispute.

- (b) (i) \*[The Property is sold subject to and with the benefit of the indemnity (“the Indemnity”) given by the Hong Kong Housing Authority under the first assignment executed in or after 2013 for sale of the Property of all claims demands actions proceedings and/or litigation received including all interest, costs and expenses in connection therewith in respect of the management fees in dispute.]

OR

{In case of mortgagee sale, the following to be adopted}

\*[The Property is sold subject to and with the benefit of the indemnity given by the Hong Kong Housing Authority under the Deed of Guarantee dated [ ] of all claims demands actions proceedings and/or litigation received including all interest, costs and expenses in connection therewith in respect of the management fees in dispute.]

- (ii) The Vendor hereby covenants with the Purchaser that the Vendor has fully and punctually performed and observed each and every of the conditions (“the Conditions”) required to be observed and performed as a condition precedent to the Vendor’s and/or his successors’ and assigns’ entitlement to or enforcement of the Indemnity up to the date of this Assignment.
- (iii) The Purchaser hereby covenants with the Vendor that the Purchaser shall henceforth perform and observe the Conditions.

**SIGNED SEALED AND DELIVERED )**  
)  
by the Vendor (having )  
)  
been previously identified by )  
)  
production of Hong Kong )  
)  
Identity Card(s) No(s). ) )  
)  
in the presence of :- )

**SIGNED SEALED AND DELIVERED )**  
)  
by the Purchaser ( having )  
)  
been previously identified by )  
)  
production of Hong Kong )  
)  
Identity Card(s) No(s). ) )  
)  
in the presence of :- )

**INTERPRETED** to the Vendor by :-

**INTERPRETED** to the Purchaser by :-

Dated the [ ] day of [ ]

TO

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**ASSIGNMENT**

of

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10

11

12

13



List of designated Tin Chung Court Flats

<u>Court</u>	<u>Block no.</u>	<u>Floor</u>	<u>Flat No.</u>
Tin Chung Court	K	1-40	1, 2, 3, 4, 5, 6, 7, 8
Tin Chung Court	L	1-40	1, 2, 3, 4, 5, 6, 7, 8

<u>Court</u>	<u>Block no.</u>	<u>Floor</u>	<u>Flat No.</u>
Tin Chung Court	F	1	2
Tin Chung Court	F	1	6
Tin Chung Court	F	5	2
Tin Chung Court	F	5	5
Tin Chung Court	F	6	1
Tin Chung Court	F	9	5
Tin Chung Court	F	10	2
Tin Chung Court	F	11	4
Tin Chung Court	F	11	7
Tin Chung Court	F	12	6
Tin Chung Court	F	13	8
Tin Chung Court	F	14	4
Tin Chung Court	F	16	7
Tin Chung Court	F	19	2
Tin Chung Court	F	20	5
Tin Chung Court	F	21	5
Tin Chung Court	F	22	3
Tin Chung Court	F	24	2
Tin Chung Court	F	24	7
Tin Chung Court	F	25	6
Tin Chung Court	F	25	7
Tin Chung Court	F	26	8
Tin Chung Court	F	27	6
Tin Chung Court	F	29	4
Tin Chung Court	F	29	7
Tin Chung Court	F	30	3
Tin Chung Court	F	30	8
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Tin Chung Court	F	33	4
Tin Chung Court	F	34	2
Tin Chung Court	F	35	4
Tin Chung Court	F	36	3

Tin Chung Court	F	36	4
Tin Chung Court	F	37	3
Tin Chung Court	F	37	4
Tin Chung Court	F	37	7
Tin Chung Court	F	37	8
Tin Chung Court	F	38	5
Tin Chung Court	F	39	1
Tin Chung Court	F	39	4
Tin Chung Court	F	39	5
Tin Chung Court	F	39	8
Tin Chung Court	F	40	8
Tin Chung Court	G	1	5
Tin Chung Court	G	1	8
Tin Chung Court	G	2	5
Tin Chung Court	G	2	8
Tin Chung Court	G	4	1
Tin Chung Court	G	4	8
Tin Chung Court	G	6	1
Tin Chung Court	G	6	6
Tin Chung Court	G	6	8
Tin Chung Court	G	8	3
Tin Chung Court	G	10	2
Tin Chung Court	G	10	3
Tin Chung Court	G	10	5
Tin Chung Court	G	11	8
Tin Chung Court	G	12	6
Tin Chung Court	G	13	1
Tin Chung Court	G	16	4
Tin Chung Court	G	18	8
Tin Chung Court	G	20	2
Tin Chung Court	G	20	3
Tin Chung Court	G	20	7
Tin Chung Court	G	21	4
Tin Chung Court	G	22	5
Tin Chung Court	G	22	7
Tin Chung Court	G	22	8
Tin Chung Court	G	23	7
Tin Chung Court	G	25	6
Tin Chung Court	G	27	2
Tin Chung Court	G	29	1
Tin Chung Court	G	29	2
Tin Chung Court	G	29	3
Tin Chung Court	G	29	5
Tin Chung Court	G	31	8

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Tin Chung Court	G	36	2
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Tin Chung Court	G	36	5
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Tin Chung Court	G	38	6
Tin Chung Court	G	40	6
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Tin Chung Court	H	5	1
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Tin Chung Court	H	6	5
Tin Chung Court	H	7	5
Tin Chung Court	H	7	6
Tin Chung Court	H	8	6
Tin Chung Court	H	8	8
Tin Chung Court	H	9	5
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Tin Chung Court	H	13	5
Tin Chung Court	H	16	8
Tin Chung Court	H	17	6
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Tin Chung Court	H	26	8
Tin Chung Court	H	27	5
Tin Chung Court	H	28	5
Tin Chung Court	H	28	8

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Tin Chung Court	H	36	4
Tin Chung Court	H	36	6
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Tin Chung Court	H	38	6
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Tin Chung Court	H	40	8
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Tin Chung Court	J	2	2
Tin Chung Court	J	2	7
Tin Chung Court	J	3	3
Tin Chung Court	J	3	6
Tin Chung Court	J	4	7
Tin Chung Court	J	4	8
Tin Chung Court	J	5	7
Tin Chung Court	J	6	6
Tin Chung Court	J	7	5
Tin Chung Court	J	8	1
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Tin Chung Court	J	8	7
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Tin Chung Court	J	10	7
Tin Chung Court	J	10	8
Tin Chung Court	J	12	8
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Tin Chung Court	J	15	7
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Tin Chung Court	J	37	4
Tin Chung Court	J	39	4
Tin Chung Court	J	39	6
Tin Chung Court	J	40	4
Tin Chung Court	J	40	7

