



**HONG KONG
HOUSING SOCIETY**
香港房屋協會



Our Reference : AW/FFSS2MKT-GEN/sk

6 July 2017

By Fax (2598 9596) & By Hand

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

Dear Sir

Flat-for-Sale Scheme Secondary Market Scheme ("Scheme")

We refer to the Scheme administered by the Hong Kong Housing Society.

Please be informed that the conditions of Land Grant of Subsidised Sale Flats Project ("SSFP") is more or less the same as Flat-for-Sale Scheme ("FFSS"), SSFP owners may also from the third year onwards from the date of first assignment, sell their flats to eligible persons through the FFSS Secondary Market. The documentation for use in the captioned scheme has been revised in this regard.

The updated versions can be in use with effect from 13 July 2017. In any event, all your members must adopt the updated versions from **1 August 2017** onwards. Regarding this, we would like to seek your kind assistance in informing your members to adopt the updated versions.

For your ease of reference, please refer to the enclosed Schedule of the updated Procedural Guidelines of Secondary Market Scheme together with its Appendices.

Should you/your members have any enquiries on the matter, please feel free to contact our Ms Cheung at 2839 7755. Thank you for your kind assistance.

Yours faithfully
For and on behalf of
Hong Kong Housing Society


Andy Wong
Senior Manager (Planning & Development)

Encl

Schedule

<u>Item No.</u>	<u>Appendix</u>	<u>Document</u>
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(2)	Appendix 1	Certificate of Availability for Sale
(3)	Appendix 2a	Certificate of Eligibility to Purchase (Green Form Status)
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(5)	Appendix 3a	Provisional Agreement for Sale and Purchase (For flats other than Kingston Terrace Flats / Subsidised Sale Flats Project Flats)
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**PROCEDURAL GUIDELINES
FLAT-FOR-SALE SCHEME SECONDARY MARKET SCHEME**

1. Flat-owners of Flat-for-Sale Scheme (“FFSS”) and Subsidised Sale Flats Project who intend to dispose of their flats are required to apply to Hong Kong Housing Society (“HKHS”) for a Certificate of Availability for Sale (“CAS”) after two years from the date of first assignment by HKHS.

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 HKHS for a Certificate of Eligibility to Purchase (“CEP”). Certain Green Form categories of persons are eligible to apply, namely the existing tenants of any of the designated estates of HKHS (please refer to the Schedule hereto) or of the public rental housing (“PRH”) estate of the Hong Kong Housing Authority (“HA”) or resident of Interim Housing of HA, and Green Form Certificate holders who include persons on the waiting list, persons affected by clearance and natural disaster, junior civil servants and the HA's PRH residents 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 are successfully allocated with quota, may also apply for a White Form CEP. The CEP will be valid for twelve 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.

Appendix 3a - Provisional Agreement for Sale and Purchase (For flats other than Kingston Terrace / Subsidised Sale Flats Project Flats)

Appendix 3b - Provisional Agreement for Sale and Purchase (For Kingston Terrace / Subsidised Sale Flats Project Flats)

5. Under the PASP, the Purchaser is required to apply for a Letter of Nomination from the HKHS at least seven (7) working days (or otherwise as the HKHS 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 are required to apply on behalf of the purchaser for a Letter of Nomination from the FFSS Secondary Market Support Unit (“Support Unit”) of the HKHS. The solicitors are required to use a standard form of application letter (Appendix 5) accompanied by the originals of the CEP and CAS, a copy of the PASP, a Statutory Declaration (Appendix 4a for all purchasers) made by the purchaser, a Letter of Agreement (Appendix 4b for purchasers other than Kingston Terrace / Subsidised Sale Flats Project purchasers) executed by the purchaser and attested by his solicitors and an Acknowledgement Letter (Appendix 4c for White Form Buyers only) and a cashier order/solicitors’ cheque for the application fee (as HKHS may prescribe from time to time) for the Letter of Nomination payable to Hong Kong Housing Society.

Appendix 4a - Statutory Declaration by the purchaser (For all purchasers)

Appendix 4b - Letter of Agreement (For purchasers other than Kingston Terrace / Subsidised Sale Flats Project purchasers)

Appendix 4c - Acknowledgement Letter by purchasers (For White Form Buyers only)

Appendix 5 - Application Letter for the 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 Support Unit of the progress of the sale and purchase, the date of signing of the ASP and the Assignment.

Appendix 6 - Letter of Nomination

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 HKHS and provide in the ASP the appropriate Initial Market Value and the Purchase Price.

Appendix 8a - Formal Agreement for Sale and Purchase (For flats other than Kingston Terrace / Subsidised Sale Flats Project Flats)

Appendix 8b - Formal Agreement for Sale and Purchase (For Kingston Terrace / Subsidised Sale Flats Project Flats)

10. Upon signing of the ASP, the solicitors acting for the purchaser shall notify the Support Unit of the HKHS of the following :-
 - a. the date of the signing of the ASP; and
 - b. the scheduled completion date.
11. If there is any subsequent change of the scheduled completion date or if the sale and purchase has fallen through, the solicitors acting for the purchaser should forthwith notify the Support Unit.
12. The purchaser should arrange with banks, financial institutions or the organisation of the purchaser's employer approved by the HKHS for mortgage financing provided that (i) the bank or financial institution providing such mortgage financing shall adopt the standard mortgage form as approved or required by the HKHS and give to the HKHS a written undertaking to do so and (ii) any staff housing loan mortgage shall require the prior written consent of the HKHS and be in such form and contain such provisions as the HKHS shall approve or require.
13. 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 Support Unit the date of the ASP and the Assignment.

Appendix 9a - Assignment (For flats other than Kingston Terrace / Subsidised Sale Flats Project Flats)

Appendix 9b - Assignment (For Kingston Terrace / Subsidised Sale Flats Project Flats)

香港房屋協會指定出租屋邨

(截至二零零八年十二月三十一日)

Hong Kong Housing Society Designated Estates
by 31.12.2008

港島區 Hong Kong	九龍區 Kowloon	新界區 New Territories
明華大廈 Ming Wah Dai Ha	真善美村 Chun Seen Mei Chuen	偉景花園 Broadview Garden
健康村 (第三期) Healthy Village (Phase 3)	家維邨 Ka Wai Chuen	祖堯邨 Cho Yiu Chuen
觀龍樓 Kwun Lung Lau	樂民新村 Lok Man Sun Chuen	祈德尊新邨 Clague Garden Estate
勵德邨 Lai Tak Tsuen	觀塘花園大廈 Kwun Tong Garden Estate	滿樂大廈 Moon Lok Dai Ha
漁光村 Yue Kwong Chuen		乙明邨 Jat Min Chuen
		翠塘花園 Lakeside Garden
		對面海邨 Tui Min Hoi Chuen
		沙頭角邨 Sha Tau Kok Chuen
		茵怡花園 Verbena Heights

Application No.

申請書號碼： _____

Certificate No.

證明書號碼： _____

"Certificate of Availability for Sale"
for sale of flats under
Flat-for-Sale Scheme Secondary Market
住宅發售計劃第二市場
「可供出售證明書」

Property : _____
物業

Date of the first assignment ⁽¹⁾ : _____
首次售出日期⁽¹⁾

Date of the last assignment ⁽²⁾ : _____
最近一份轉讓契據日期⁽²⁾

Based on our records, we certify that the captioned property is available for sale under the terms and conditions applicable to the sale of flats in the Flat-for-Sale Scheme (FFSS) Secondary Market as from _____ subject to the Premium Liability ⁽³⁾. The Premium Liability is to be assessed based on the information contained in the last FFSS / Subsidised Sale Flats Project (SSFP) assignment, particulars of which are as follows :

現根據本會的紀錄，證明上述物業自 _____ 起，可根據於住宅發售計劃第二市場出售的規定出售，惟該物業出售後仍有補價責任的規限⁽³⁾，補價金額將根據該物業最近一份住宅發售計劃 / 資助出售房屋項目轉讓契據所載以下的資料釐定：

Purchase Price ⁽⁴⁾ : _____
當時購入價⁽⁴⁾

Initial Market Value ⁽⁵⁾ : _____
當初市值⁽⁵⁾

(_____) 代行
for Chief Executive Officer and Executive Director
行政總裁兼執行總幹事

Date of Issue : _____
簽發日期： _____

For Notes, see overleaf
註釋見後頁

Please note that this Certificate is not a document which certifies the Vendor's title to the Property.
請注意：此證明書並非確認該物業賣方業權的

- Notes : (1) The date of the first assignment refers to the date of the first assignment of a particular flat from Hong Kong Housing Society to a purchaser.
- (2) The last FFSS / SSFP assignment means the latest assignment under which the property was acquired from Hong Kong Housing Society under the FFSS / SSFP.
- (3) The amount of premium payable to the Government of the Hong Kong Special Administrative Region to relax the alienation restriction of the captioned property will be assessed upon application after expiry of the 5-year restriction period from the date of the first assignment. 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 following calculation:
- $$\text{Premium} = \frac{\text{Prevailing Market Value (Initial Market Value - Purchase Price)}}{\text{Initial Market Value}}$$
- (4) "Purchase Price" as extracted from the last FFSS / SSFP assignment means:
- (a) where a regular price is not specified in the deed of assignment, the consideration stated in the deed of assignment;
- (b) where a regular price is specified in the deed of assignment, the regular price (applicable to flats of Broadview Garden sold on "Immediate Mortgage" term offered in Phase 12B).
- (5) "Initial Market Value" means the full market value stated in the last FFSS / SSFP assignment.
- (6) For the avoidance of doubt, 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) 首次售出日期指由香港房屋協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。
- (2) 最近一份住宅發售計劃 / 資助出售房屋項目轉讓契據指最近一次由香港房屋協會將住宅發售計劃 / 資助出售房屋項目樓宇售予購樓人士時所簽訂的轉讓契據。
- (3) 有關物業的業主於物業首次售出日期起計五年轉售限期屆滿後，可向香港特別行政區政府繳付補價，解除物業的轉讓限制。補價金額會於收到業主的申請後評定，而實際需付金額，則根據物業於補價時的市值，按照下列公式釐訂：
- $$\text{補價} = \frac{\text{補價時市值} \times (\text{當初市值} - \text{當時購入價})}{\text{當初市值}}$$
- (4) 當時購入價是取自最近一份住宅發售計劃 / 資助出售房屋項目轉讓契據，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（適用於十二期乙之偉景花園以「即時按揭」方式出售的樓宇）。
- (5) 當初市值指最近一份住宅發售計劃 / 資助出售房屋項目轉讓契據上所載的十足市值。
- (6) 此「可供出售證明書」祇用作證明業主可在指定日期後在住宅發售計劃第二市場出售其單位，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.
申請書號碼： _____

Certificate No.
證明書號碼： _____

“Certificate of Eligibility to Purchase”
for purchase of flats under
Flat-for-Sale Scheme Secondary Market
(Green Form Status)
住宅發售計劃第二市場
「購買資格證明書」
(綠表資格)

This is to certify that _____ (Hong Kong Identity Card No. _____)
is eligible for the purchase of a flat in the Flat-for-Sale Scheme (FFSS) Secondary Market subject to
the terms and conditions stipulated overleaf and such other terms and conditions applicable to the sale
and purchase of FFSS / Subsidised Sale Flats Project (SSFP) flats in the Secondary Market.

現證明 _____ (香港身份證號碼 _____)
合資格根據住宅發售計劃於第二市場買賣的規定，購買住宅發售計劃 / 資助出售房屋項目樓
宇，惟買賣須符合背頁載列及一切有關住宅發售計劃 / 資助出售房屋項目單位於第二市場買
賣的條款及條件。

(_____ 代行)
for Chief Executive Officer and Executive Director
行政總裁兼執行總幹事

Date of Issue : _____
簽發日期 : _____
Date of Validity : _____ to _____
有效日期 : _____ 至 _____

Terms and Conditions

1. This "Certificate of Eligibility to Purchase" is valid for 12 months from the date of issue.
2. The issue of this Certificate entitles the holder of this Certificate to enter into a provisional agreement for sale and purchase within the validity period for the purchase of a flat in respect of which a "Certificate of Availability for Sale" has been issued by Hong Kong Housing Society. 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 FFSS / SSFP) shall rest with the purchaser.
3. The provisional agreement for sale and purchase MUST be in the prescribed form as annexed in the Appendices to this Certificate, subject to such modification as Hong Kong Housing Society may direct from time to time.
4. The holder of this Certificate MUST seek the nomination of Hong Kong Housing Society and obtain a "Letter of Nomination" before he/she can enter into a formal agreement for sale and purchase and/or be eligible for the purchase of the flat.
5. 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 and within one month from the date of signing the Provisional Agreement for Sale and Purchase, submit to Hong Kong Housing Society the following documents :-
 - (a) original of a "Certificate of Availability for Sale";
 - (b) original of a valid "Certificate of Eligibility to Purchase";
 - (c) a Statutory 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 Appendices to this Certificate;
 - (d) a Letter of Agreement duly executed by the purchaser(s) and attested by his/their solicitors in the form as annexed in Appendices to this Certificate, except that the purchaser(s) of Kingston Terrace / SSFP shall not be required to execute a Letter of Agreement;
 - (e) a copy of the provisional agreement for sale and purchase in the prescribed form; and
 - (f) application fee (as Hong Kong Housing Society may prescribe from time to time) to be paid by cashier order or solicitors' cheque.

Subject to the above and provided that as at the date of the provisional agreement for sale and purchase the holder of this Certificate satisfies all the criteria as determined by Hong Kong Housing Society for eligibility for the purchase of the flat, a "Letter of Nomination" will be issued.

6. "Letter of Nomination" will not be issued to a holder of "Certificate of Eligibility to Purchase" who is the tenant of a designated housing flat of Hong Kong Housing Society or a public housing flat of the Hong Kong Housing Authority or a family member of such tenant 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.
7. "Letter of Nomination" will not be issued if any information, statement or declaration furnished or made by any person to Hong Kong Housing Society in respect of the application for this "Certificate of Eligibility to Purchase" turns out to be false or misleading in a material particular.
8. "Letter of Nomination" will be invalidated by Hong Kong Housing Society if prior to completion of the sale and purchase, any information, statement or declaration furnished or made by any person to Hong Kong Housing Society in respect of the application for the "Certificate of Eligibility to Purchase" and/or the "Letter of Nomination" turns out to be false or misleading in a material particular.
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 and 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. Hong Kong Housing Society may require the purchaser(s) to provide such further document as may be necessary for Hong Kong Housing Society to verify the eligibility of the purchaser(s) for the "Letter of Nomination".
12. Hong Kong Housing Society shall not in any event be liable if the "Letter of Nomination" cannot be issued to the purchaser(s) on or prior to the date when it is required due to the non-compliance of any of the terms and conditions herein contained and/or the inability of the purchaser(s) to provide Hong Kong Housing Society with all the documents required to prove his eligibility for the issue of the "Letter of Nomination".

條款及條件

1. 此「購買資格證明書」由發出日期起十二個月內有效。
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，購買獲香港房屋協會發出「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，繳付補價的責任(即繳付根據最近一次該樓宇經住宅發售計劃 / 資助出售房屋項目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(見附件)，該等格式可不時由香港房屋協會指示修改。
4. 此證明書的持有人必須獲得香港房屋協會提名，並取得「提名信」，方可簽訂正式買賣合約，以及或有資格購買樓宇，或完成樓宇買賣手續。
5. 本證明書的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及簽訂臨時買賣合約後的一個月內，經律師向香港房屋協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中申請提名信的法定聲明書(特定格式見附件);
 - (d) 一份由買方簽訂及其律師見證的同意書(特定格式見附件)，惟購買景新臺 / 資助出售房屋項目單位之買方，毋須簽訂此同意書;
 - (e) 臨時買賣合約副本(該臨時買賣合約須用特定格式); 及
 - (f) 申請費用(可不時由香港房屋協會訂明)須以本票或律師樓發出的支票繳付。

譯文

- 倘符合上述規定而在簽署臨時買賣合約當日，此證明書的持有人符合香港房屋協會有關購買該等樓宇的各項資格準則，便會獲發「提名信」。
6. 如本證書持有人為香港房屋協會或香港房屋委員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協會/香港房屋委員會已發出通知終止有關單位的租約，本證書持有人將不會獲發「提名信」。
 7. 若發覺任何人士就有關申請本證明書而向香港房屋協會提供或作出任何虛假或在要項上有誤導成份的資料、陳述或聲明，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有關申請本證明書或「提名信」而向香港房屋協會提供或作出任何虛假或在要項上有誤導成份的資料、陳述或聲明，香港房屋協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，並必須要以共同管業方式持有該樓宇。
 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. 香港房屋協會可要求買方提供香港房屋協會所需的其他文件，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協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」不能於本證明書持有人欲獲發「提名信」之日期或之前發給買方，香港房屋協會概無須負上任何責任。

Application No.
申請書號碼： _____

Certificate No.
證明書號碼： _____

“Certificate of Eligibility to Purchase”
for purchase of flats under
Flat-for-Sale Scheme Secondary Market
(White Form Status)
住宅發售計劃第二市場
「購買資格證明書」
(白表資格)

This is to certify that _____ (Hong Kong Identity Card No. _____)
is eligible for the purchase of a flat in the Flat-for-Sale Scheme (FFSS) Secondary Market subject to the
terms and conditions stipulated overleaf and such other terms and conditions applicable to the sale and
purchase of FFSS / Subsidised Sale Flats Project (SSFP) flats in the Secondary Market.

現證明 _____ (香港身份證號碼 _____)
合資格根據住宅發售計劃於第二市場買賣的規定，購買住宅發售計劃 / 資助出售房屋項目樓
宇，惟買賣須符合背頁載列及一切有關住宅發售計劃 / 資助出售房屋項目單位於第二市場買
賣的條款及條件。

(_____ 代行)
for Chief Executive Officer and Executive Director
行政總裁兼執行總幹事

Date of Issue : _____
簽發日期 : _____
Date of Validity : _____ to _____
有效日期 : _____ 至 _____

Terms and Conditions

1. This "Certificate of Eligibility to Purchase" is valid for 12 months from the date of issue.
2. The issue of this Certificate entitles the holder of this Certificate to enter into a provisional agreement for sale and purchase within the validity period for the purchase of a flat in respect of which a "Certificate of Availability for Sale" has been issued by Hong Kong Housing Society. 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 FFSS / SSFP) shall rest with the purchaser.
3. The provisional agreement for sale and purchase MUST be in the prescribed form as annexed in the Appendices to this Certificate, subject to such modification as Hong Kong Housing Society may direct from time to time.
4. The holder of this Certificate MUST seek the nomination of Hong Kong Housing Society and obtain a "Letter of Nomination" before he/she can enter into a formal agreement for sale and purchase and/or be eligible for the purchase of the flat.
5. 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 and within one month from the date of signing the Provisional Agreement for Sale and Purchase, submit to Hong Kong Housing Society the following documents :-
 - (a) original of a "Certificate of Availability for Sale";
 - (b) original of a valid "Certificate of Eligibility to Purchase";
 - (c) a Statutory 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 Appendices to this Certificate;
 - (d) a Letter of Agreement duly executed by the purchaser(s) and attested by his/their solicitors in the form as annexed in Appendices to this Certificate, except that the purchaser(s) of Kingston Terrace / SSFP shall not be required to execute a Letter of Agreement;
 - (e) a Declaration to acknowledge the Resale Restriction of Flat duly declared by the purchaser(s) in the form as annexed in Appendices to this Certificate;
 - (f) a copy of the provisional agreement for sale and purchase in the prescribed form; and
 - (g) application fee (as Hong Kong Housing Society may prescribe from time to time) to be paid by cashier order or solicitors' cheque.
6. "Letter of Nomination" will not be issued if any information, statement or declaration furnished or made by any person to Hong Kong Housing Society in respect of the application for this "Certificate of Eligibility to Purchase" turns out to be false or misleading in a material particular.
7. "Letter of Nomination" will be invalidated by Hong Kong Housing Society if prior to completion of the sale and purchase, any information, statement or declaration furnished or made by any person to Hong Kong Housing Society in respect of the application for the "Certificate of Eligibility to Purchase" and/or the "Letter of Nomination" turns out to be false or misleading in a material particular.
8. 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 and the purchasers must hold the property as Joint Tenants.
9. 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.
10. Hong Kong Housing Society may require the purchaser(s) to provide such further document as may be necessary for Hong Kong Housing Society to verify the eligibility of the purchaser(s) for the "Letter of Nomination".
11. Hong Kong Housing Society shall not in any event be liable if the "Letter of Nomination" cannot be issued to the purchaser(s) on or prior to the date when it is required due to the non-compliance of any of the terms and conditions herein contained and/or the inability of the purchaser(s) to provide Hong Kong Housing Society with all the documents required to prove his eligibility for the issue of the "Letter of Nomination".
12. Within two years from the date of Assignment ("the restriction period") of FFSS / SSFP flat ("the Flat") purchased under the Scheme **【Extending the Home Ownership Scheme Secondary Market to White Form Buyers (20XX)】**, the Flat cannot be sold under the Flat-for-Sale Scheme Secondary Market; Hong Kong Housing Society will not buy back the Flat; and owners can at any time after payment of premium sell the Flat in the open market. After the purchase, the owners will not apply for the "Certificate of Availability for Sale" for the Flat from Hong Kong Housing Society within the restriction period. Hong Kong Housing Society will not issue any "Certificate of Availability for Sale" to the owner of the Flat within the restriction period. "Owner" includes but not limited to the assignee approved by Hong Kong Housing Society 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.

Subject to the above and provided that as at the date of the provisional agreement for sale and purchase the holder of this Certificate satisfies all the criteria as determined by Hong Kong Housing Society for eligibility for the purchase of the flat, a "Letter of Nomination" will be issued.

條款及條件

1. 此「購買資格證明書」由發出日期起十二個月內有效。
2. 此證明書的持有人可於證明書的有效期限內簽訂臨時買賣合約，購買獲香港房屋協會發出「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，繳付補價的責任(即繳付根據最近一次該樓宇經住宅發售計劃 / 資助出售房屋項目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(見附件)，該等格式可不時由香港房屋協會指示修改。
4. 此證明書的持有人必須獲得香港房屋協會提名，並取得「提名信」，方可簽訂正式買賣合約，以及或有資格購買樓宇，或完成樓宇買賣手續。
5. 本證明書的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及簽訂臨時買賣合約後的一個月內，經律師向香港房屋協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法定聲明書(特定格式見附件)；
 - (d) 一份由買方簽訂及其律師見證的同意書(特定格式見附件)，惟購買新臺 / 資助出售房屋項目單位之買方，毋須簽訂此同意書；
 - (e) 一份由買方用作確認單位轉讓限制的聲明書(特定格式見附件)；
 - (f) 臨時買賣合約副本(該臨時買賣合約須用特定格式)；及
 - (g) 申請費用(可不時由香港房屋協會證明)須以本票或律師樓發出的支票繳付。

倘符合上述規定而在簽署臨時買賣合約當日，此證明書的持有人符合香港房屋協會有關購買該等樓宇的各項資格準則，便會獲發「提名信」。

譯文

6. 若發覺任何人士就有關申請本證明書而向香港房屋協會提供或作出任何虛假或在要項上有誤導成份的資料、陳述或聲明，本證明書持有人將不會獲發「提名信」。
7. 若發覺任何人士在物業成交前就有關申請本證明書或「提名信」而向香港房屋協會提供或作出任何虛假或在要項上有誤導成份的資料、陳述或聲明，香港房屋協會將有權取消所發出之「提名信」。
8. 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，並必須以聯權共同管業方式持有該樓宇。
9. 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。
10. 香港房屋協會可要求買方提供香港房屋協會所需的其他文件，以證明買方符合獲發「提名信」的資格。
11. 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協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」不能於本證明書持有人欲獲發「提名信」之日期或之前發給買方，香港房屋協會概無須負上任何責任。
12. 由買方透過**【擴展「居者有其屋計劃」第二市場至白表買家(20XX)】**計劃所購得的「住宅發售計劃」/「資助出售房屋項目」單位(以下簡稱「該單位」)的轉讓契據日期起兩年內(以下簡稱「限制期」)，該單位不可在香港房屋協會「住宅發售計劃」第二市場出售；香港房屋協會不會回購該單位；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香港房屋協會申請「可供出售證明書」。香港房屋協會在限制內不會向業主發出該單位的「可供出售證明書」。「業主」包括但並不限於獲香港房屋協會根據個別情況酌情批准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。

**For flats other than Kingston Terrace /
Subsidised Sale Flats Project Flats
適用於各屋苑單位(景新臺 / 資助出售房屋項目除外)**

Appendix 3a

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

THIS AGREEMENT is made on _____ **BETWEEN**
此合約訂於 _____ 由以下各方簽訂：

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

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

*[(3) _____ (Holder of Business Registration No.
持有商業登記號碼
_____) of _____
地址在
_____ (hereinafter called "the Vendor's Agent") and
(以下簡稱 "賣方代理") 及
_____ (Holder of Business Registration No.
持有商業登記號碼
_____) of _____
地址在
_____ (hereinafter called "the Purchaser's Agent").]
(以下簡稱 "買方代理")

OR

*[(3) _____ (Holder of Business Registration No.
持有商業登記號碼
_____) of _____
地址在
_____ (hereinafter called "the Agent").
(以下簡稱 "代理")]

* Delete if inapplicable
請將不適用的刪去

NOW IT IS HEREBY AGREED as follows:-

合約雙 / 三方同意買賣條款如下

1. 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.
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")。

2. The purchase price of the Property is HK\$ _____ which shall be paid by the Purchaser to the Vendor in the following manner:-
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) Initial deposit of HK\$ _____ shall be paid upon signing of this Agreement;
於簽訂本合約時付臨時訂金港幣 _____;
- (b) Further deposit of HK\$ _____ shall be paid upon signing of the Formal Agreement for Sale and Purchase on or before _____; and
於 _____ 年 _____ 月 _____ 日或之前簽訂正式買賣合約時再付訂金港幣 _____;
- (c) Balance of purchase price of HK\$ _____ shall be paid upon completion which should take place on or before _____.
於 _____ 年 _____ 月 _____ 日或之前成交時需付樓價餘款港幣 _____。

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

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

OR

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

*[3. 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.[_____].
該物業成交手續必須於 _____ 年 _____ 月 _____ 日或之前完成。除第 17 段所述明外，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揭樓權之情況下售予買方。]

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

* Delete if inapplicable
請將不適用的刪去

5. The Purchaser shall not sub-sell the Property or transfer the benefit of this Agreement, whether by way of 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.

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。

6. The Vendor and the Purchaser agree that they shall separately appoint their own solicitors.
買賣雙方同意分別委托其代表律師。

The Vendor shall be represented by _____ and the
賣方代表律師為

Purchaser shall be represented by _____.
買方代表律師為

7. (a) Each party shall bear its own legal costs.
買賣雙方各自負責其律師費。
- (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.
[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) 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.
[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) 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.
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面補償。

8. The Purchaser agrees to apply to the Hong Kong Housing Society (hereinafter called "the Housing Society") 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.

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最少七個工作天向香港房屋協會（以下簡稱 "房協"）申請提名信。

9. 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.

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最少七個工作天，將可供出售證明書之正本交予買方或其律師。

* Delete if inapplicable
請將不適用的刪去

10. Should the Purchaser fail to obtain a Letter of Nomination (other than 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.

如買方未能在簽署正式買賣合約前取得提名信(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，賣方除可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。

11. 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.

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。

- *[12. 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 _____.

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_____。]

OR

- *[12. 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 _____.

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_____。]

- *[13. 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.

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。]

14. The Property is sold to the Purchaser on an "as is" basis.
該物業是以現狀售予買方。

* Delete if inapplicable
請將不適用的刪去

15. This Agreement supersedes all prior negotiations, representation, understanding and agreements between the parties hereto.
此合約取代*雙/三方過往所有之談判、聲稱、理解及協議。
16. It is hereby agreed that the sale and purchase hereof shall include the chattels, furniture and fittings as set out in the Remarks.
本買賣包括備註內所列之傢俬及裝設。
17. The Purchaser acknowledges that he is purchasing the Property subject to the liability for payment of premium as set out in the relevant Land Grant/Conditions and Waiver Letters issued by the Government of the Hong Kong Special Administrative Region in respect of the Property. The Vendor declares that for the purpose of calculation of the amount of premium, the Initial Market Value and the Purchase Price of the Property as specified in the latest assignment under which the Property was acquired from the Housing Society under the Flat-for-Sale Scheme are HK\$ _____ and HK\$ _____ respectively.
買家須承擔根據該物業有關之批地文件 / 批地條件及香港特別行政區政府發出之各豁免書內所述該物業所應繳付補價的責任。賣方聲稱，根據以上計算補價金額的方法，該物業根據最近一份由房協經住宅發售計劃將該物業售予購樓人士所簽訂之轉讓契據上所載的當初市值為港幣 _____，而當時購入價為港幣 _____。
18. If the Purchaser consists of more than one person, they shall hold the Property as Joint Tenants.
若買方多於一人，他們必須以聯權共有方式持有該物業。
19. 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.]
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。]
20. This Agreement is subject to the terms and conditions applicable to the sale and purchase of Flat-for-Sale Scheme flats in the Secondary Market.
此合約受有關在住宅發售計劃第二市場出售及購買住宅發售計劃單位的條款限制。
21. The sale and purchase of the Property 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.
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。
22. This Agreement constitutes a legally binding agreement between the parties hereto.
此合約是具有法律約束力。
23. This Agreement should be interpreted in its English Version in case of ambiguities.
此合約以英文本為準。
24. Remarks:
備註：

* Delete if inapplicable 請將不適用的刪去

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:

)
)
)
)

*[Signed by the Vendor's Agent

Estate Agent's Licence

(Individual) No.

賣方代理簽署

地產代理(個人)牌照

)
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)

Signed by the Purchaser's Agent

Estate Agent's Licence

(Individual) No.

買方代理簽署

地產代理(個人)牌照

)
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)
)

_____]

OR

*[Signed by the Agent

Estate Agent's Licence

(Individual) No.

代理簽署

地產代理(個人)牌照

)
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)
)

_____]

Received from the Purchaser the initial deposit of HK\$ _____

茲收到買方臨時訂金港幣 _____

(cheque no. _____)

支票號碼

* Delete if inapplicable

請將不適用的刪去

PROVISIONAL AGREEMENT FOR SALE AND PURCHASE
臨時買賣合約

THIS AGREEMENT is made on _____ **BETWEEN**
此合約訂於 _____ 由以下各方簽訂：

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

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

*[(3) _____ (Holder of Business Registration No.
持有商業登記號碼
_____) of _____
地址在
_____ (hereinafter called "the Vendor's Agent") and
(以下簡稱 "賣方代理") 及
_____ (Holder of Business Registration No.
持有商業登記號碼
_____) of _____
地址在
_____ (hereinafter called "the Purchaser's Agent").]
(以下簡稱 "買方代理")

OR

*[(3) _____ (Holder of Business Registration No.
持有商業登記號碼
_____) of _____
地址在
_____ (hereinafter called "the Agent").
(以下簡稱 "代理")]

* Delete if inapplicable
請將不適用的刪去

NOW IT IS HEREBY AGREED as follows:-

合約雙 / 三方同意買賣條款如下

1. 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.
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")。
2. The purchase price of the Property is HK\$ _____ which shall be paid by the Purchaser to the Vendor in the following manner:-
該物業之成交價為港幣 _____，買方須按以下之付款方式付予賣方:-
 - (a) Initial deposit of HK\$ _____ shall be paid upon signing of this Agreement;
於簽訂本合約時付臨時訂金港幣 _____;
 - (b) Further deposit of HK\$ _____ shall be paid upon signing of the Formal Agreement for Sale and Purchase on or before _____; and
於 _____ 年 _____ 月 _____ 日或之前簽訂正式買賣合約時再付訂金港幣 _____;
 - (c) Balance of purchase price of HK\$ _____ shall be paid upon completion which should take place on or before _____.
於 _____ 年 _____ 月 _____ 日或之前成交時需付樓價餘款港幣 _____。
- # When fixing the date of signing of the Formal Agreement for Sale and Purchase, the Purchaser and the Vendor should refer to Clause 8 below.
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。
- *[3. 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.
該物業成交手續必須於 _____ 年 _____ 月 _____ 日或之前完成。除第 17 段所述明外，該物業是以免除所有負擔或債項之情況下售予買方。]

OR

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

- *[3. 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.[_____].
該物業成交手續必須於 _____ 年 _____ 月 _____ 日或之前完成。除第 17 段所述明外，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揭權之情況下售予買方。]
4. Upon completion, the Vendor shall deliver vacant possession of the Property to the Purchaser.
成交時，賣方須將該物業交吉予買方。

* Delete if inapplicable

請將不適用的刪去

5. The Purchaser shall not sub-sell the Property or transfer the benefit of this Agreement, whether by way of 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.

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。

6. The Vendor and the Purchaser agree that they shall separately appoint their own solicitors. 買賣雙方同意分別委托其代表律師。

The Vendor shall be represented by _____ and the
賣方代表律師為

Purchaser shall be represented by _____.
買方代表律師為

7. (a) Each party shall bear its own legal costs.
買賣雙方各自負責其律師費。
- (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.
[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) 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.
[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) 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.
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面補償。

8. The Purchaser agrees to apply to the Hong Kong Housing Society (hereinafter called "the Housing Society") 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.

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最少七個工作天向香港房屋協會（以下簡稱 "房協"）申請提名信。

9. 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.

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最少七個工作天，將可供出售證明書之正本交予買方或其律師。

* Delete if inapplicable

請將不適用的刪去

10. Should the Purchaser fail to obtain a Letter of Nomination (other than 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.

如買方未能在簽署正式買賣合約前取得提名信(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,賣方除可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。

11. 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.

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。

*[12. 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 _____.

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_____。]

OR

*[12. 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 _____.

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_____。]

*[13. 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.

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。]

14. The Property is sold to the Purchaser on an "as is" basis.
該物業是以現狀售予買方。

* Delete if inapplicable
請將不適用的刪去

15. This Agreement supersedes all prior negotiations, representation, understanding and agreements between the parties hereto.
此合約取代*雙/三方過往所有之談判、聲稱、理解及協議。
16. It is hereby agreed that the sale and purchase hereof shall include the chattels, furniture and fittings as set out in the Remarks.
本買賣包括備註內所列之傢俬及裝設。
17. The Purchaser acknowledges that he is purchasing the Property subject to the liability for payment of premium as set out in the relevant Land Grant/Conditions in respect of the Property. The Vendor declares that for the purpose of calculation of the amount of premium, the Initial Market Value and the Purchase Price of the Property as specified in the latest assignment under which the Property was acquired from the Housing Society under the Flat-for-Sale Scheme / Subsidised Sale Flats Projects are HK\$_____ and HK\$_____ respectively.
買家須承擔根據該物業有關之批地文件 / 批地條件內所述該物業所應繳付補價的責任。賣方聲稱，根據以上計算補價金額的方法，該物業根據最近一份由房協經住宅發售計劃 / 資助出售房屋項目將該物業售予購樓人士所簽訂之轉讓契據上所載的當初市值為港幣_____，而當時購入價為港幣_____。
18. If the Purchaser consists of more than one person, they shall hold the Property as Joint Tenants.
若買方多於一人，他們必須以聯權共有方式持有該物業。
19. 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.]
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。]
20. This Agreement is subject to the terms and conditions applicable to the sale and purchase of Flat-for-Sale Scheme / Subsidised Sale Flats Projects flats in the Secondary Market.
此合約受有關在住宅發售計劃第二市場出售及購買住宅發售計劃 / 資助出售房屋項目單位的條款限制。
21. The sale and purchase of the Property 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.
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。
22. This Agreement constitutes a legally binding agreement between the parties hereto.
此合約是具有法律約束力。
23. This Agreement should be interpreted in its English Version in case of ambiguities.
此合約以英文本為準。
24. Remarks:
備註：
-
-

* Delete if inapplicable
請將不適用的刪去

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:

)
)
)
)

*[Signed by the Vendor's Agent

Estate Agent's Licence

(Individual) No.

賣方代理簽署

地產代理(個人)牌照

)
)
)
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)

Signed by the Purchaser's Agent

Estate Agent's Licence

(Individual) No.

買方代理簽署

地產代理(個人)牌照

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_____]

OR

*[Signed by the Agent

Estate Agent's Licence

(Individual) No.

代理簽署

地產代理(個人)牌照

)
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)

_____]

Received from the Purchaser the initial deposit of HK\$ _____

茲收到買方臨時訂金港幣 _____

(cheque no. _____)

支票號碼

* Delete if inapplicable

請將不適用的刪去

**STATUTORY DECLARATION IN SUPPORT OF THE
APPLICATION FOR A LETTER OF NOMINATION**

To : Hong Kong Housing Society

Property :

Part A : Declared by all declarant(s)

I/We, _____ (Holder(s) of
Hong Kong Identity Card(s) No(s). _____ [both] of _____
_____, purchaser(s) of the
above property pursuant to Certificate of Eligibility to Purchase No. _____ (“the
Certificate”), solemnly and sincerely declare as follows :-

* The information provided by me/us and/or my/our family member(s) to
Hong Kong Housing Society as stated in the Application Form regarding
my/our application for the Certificate is, up to the date of the signing of the
Provisional Agreement for Sale and Purchase, still accurate.

* The information provided by me/us and/or my/our family member(s) to
Hong Kong Housing Society 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 of the signing of the Provisional
Agreement for Sale and Purchase, still accurate:-

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

Part B :

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

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

- * the date of the Confirmation Letter for Collection of Certificate of Eligibility to Purchase (White Form Status)/
- * 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 only)

to the date of the signing of the Provisional Agreement for Sale and Purchase (a) do not own or co-own any domestic property, (b) do not own more than 50% share in a company which owns domestic property, and (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.

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

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 Hong Kong Housing Society in relation to my/our application for nomination as purchaser(s) to purchase the above property. I/We understand that any person who knowingly and wilfully makes a statement false in a material particular in a statutory declaration shall be guilty of an offence under Section 36 of the Crimes Ordinance and shall be liable on conviction upon indictment to imprisonment for two years and to a fine.

AND I/we make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Ordinance.

Dated the _____ Day of _____ 20____

DECLARED BY-

+

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

in the presence of :

Solicitor,
Hong Kong SAR

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

*> DECLARED at)
)
this day of)
through the interpretation of)
of)
)
the said interpreter having also first)
declared [or sworn, as the case may be])
that he had truly, distinctly and audibly)
interpreted the contents of this document)
to the declarant(s), and that he would)
truly and faithfully interpret the)
declaration about to be administered to)
him/them.)

Before me,

Solicitor,
Hong Kong SAR

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

*> I, _____ of _____, solemnly and sincerely declare** that I well understand the English and [state foreign language] languages and that I have truly, distinctly and audibly interpreted the contents of this document to the declarant(s), [Insert name(s)], and that I will truly and faithfully interpret the declaration about to be administered to him/them.

Declared at _____)
_____)
_____)
this _____ day of _____)

Before me,

Solicitor,
Hong Kong SAR

* Delete if inappropriate

> For use where Declarant(s) is/are unfamiliar with the English language

** In case of an oath, substitute "swear" for "solemnly and sincerely declare"

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

[本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。]

支持申請提名信之法定聲明

致：香港房屋協會

物業：_____

A 部份：所有聲明人需作如下聲明

本人/吾等_____ (香港身份證號碼_____
_____)，現居於_____，根據購買資格證明書（「證明書」）號碼_____購買上述物業，現謹以至誠鄭重聲明如下：

*本人/吾等及/或本人/吾等之家庭成員與本人/吾等申請上述證明書有關而於申請表內向香港房屋協會提供之資料直至臨時買賣合約的簽署日期為止仍為真確。

*本人/吾等及/或本人/吾等之家庭成員與本人/吾等申請上述證明書有關而於申請表內向香港房屋協會提供之資料已有所改變。本人/吾等聲明除下列資料外，上述申請表所載之一切其他資料直至臨時買賣合約的簽署日期為止仍為真確：

*請刪去不適用者，聲明人需加簽刪改處。
+聲明人需在律師面前作出此聲明。

B 部份：

如聲明人/諸聲明人為香港房屋協會轄下之出租屋邨或香港房屋委員會轄下之公屋的租戶或認可住客或香港房屋委員會轄下之中轉房屋的住戶，則刪去此部份。

如聲明人/諸聲明人不屬於上述任何一類人士，請刪去不適用的。

本人/吾等僅此聲明本人/吾等申請表內之家庭成員，於下列之日期起計

- * 申領白表資格「購買資格證明書」確認書的日期/
- * 擴展「居者有其屋計劃」第二市場至白表買家申請書遞交日期/
- * 一般輪候冊申請書遞交日期/
- * 申請初級公務員公共房屋配額截止日期/
- * 清拆前登記日期/
- * 「購買資格證明書」申請書遞交日期 (只限於長者租金津貼計劃人士)

至臨時買賣合約的簽署日期，本人/吾等及本人/吾等包括申請表內之家庭成員——(甲)沒有擁有或共同擁有任何住宅物業，(乙)沒有在任何擁有住宅物業之公司擁有多於百分之五十之股權，及(丙)未有簽訂任何協議(包括臨時買賣合約)購買任何住宅物業。本人/吾等明白住宅物業包括任何戰後住宅物業、未完成之私人住宅物業、不受管制或自住戰前住宅物業，建築事務監督批准之天台搭建物、屋地及小型屋宇批地。

C 部份：所有聲明人需作如下聲明

本人/吾等明白上述資料及申請表內之資料是與本人/吾等申請被提名為購買上述物業之買家有關而向香港房屋協會提供的。本人/吾等明白任何人如明知而故意在法定聲明內作出在要項上屬虛假的陳述，會觸犯刑事罪行條例第 36 條，一經循公訴程序定罪，可被判監禁兩年及罰款。

本人/吾等謹憑藉宣誓及聲明條例衷誠作出此項鄭重聲明，並確信其為真確無訛。

年 月 日

*請刪去不適用者，聲明人需加簽刪改處。

+聲明人需在律師面前作出此聲明。

下列聲明人作出聲明：

<u>聲明人姓名</u>	<u>香港身份證號碼</u>	<u>簽署</u>
_____	_____ ()	_____
_____	_____ ()	_____

在下列人士面前作出，

香港特別行政區律師

*請刪去不適用者，聲明人需加簽刪改處。
+聲明人需在律師面前作出此聲明。

*>此項聲明於 年 月 日)
在))
作出，是經由))
作為傳譯員，而此傳譯員亦已先行))
聲明【或宣誓，視屬何情況而定】))
他已將本文件內容向聲明人/諸聲明))
人作出真實明確及清晰可聞的傳))
譯，並會將本人即將為聲明人/諸聲))
明人主持的聲明忠實向其傳譯。))

在本人面前作出，

香港特別行政區律師

*請刪去不適用者，聲明人需加簽刪改處。
+聲明人需在律師面前作出此聲明。

*>本人 _____，在 _____ 任職，謹以至誠鄭重聲明**，本人諳熟本文件所採用的法定語文及【述明其他外國語文】，本人已將本文件內容向聲明人/諸聲明人【填上姓名】作真實明確及清晰可聞的傳譯，並會將即將為其主持的聲明忠實向其傳譯。

此項聲明於 _____ 年 _____ 月 _____ 日)
在 _____)
作出 _____)

在本人面前作出，

香港特別行政區律師

*將不適用者刪去

>如聲明人/諸聲明人不諳熟英文

**如屬誓言，則以「謹此宣誓」代替「謹以至誠鄭重聲明」

*請刪去不適用者，聲明人需加簽刪改處。
+聲明人需在律師面前作出此聲明。

LETTER OF AGREEMENT

To : Hong Kong Housing Society

Re :

("the Property") _____

I/We, _____, refer to my/our agreement to purchase the Property in the Flat-for-Sale Scheme Secondary Market pursuant to the Provisional Agreement for Sale and Purchase dated [_____] ("the Agreement").

For the sake of clarity and to alleviate any doubt, I/we hereby AGREE and CONFIRM that should I/we successfully complete the purchase of the Property pursuant to the Agreement,

- (i) I/we will adopt and abide by the provisions regarding the periods of resale restrictions contained in paragraphs 1(1) and 1(2) of the Waiver Letter dated [_____] ("the Waiver Letter") as supplemented by paragraphs Nos. (2) and (3) respectively of the Supplemental Waiver Letter dated [_____] ("the Supplemental Waiver Letter") both issued by the Director of Lands in respect of the captioned development to the intent that :-
- a. for the purpose of the relevant provisions of the Land Grant under which the Property is held ("the Land Grant") as mentioned in paragraph No. (2) of the Supplemental Waiver letter, I/we shall adopt a period of 5 years from the date of the first assignment of the Property from you to the first time owner (as defined in the Waiver Letter) so that the period of 10 years referred to in the said provisions of the Land Grant shall be deemed to be substituted by a period of 5 years from the date of the first assignment of the Property from you to the first time owner; and
 - b. for the purpose of the relevant provisions of the Land Grant as mentioned in paragraph 1(2) of the Waiver Letter, I/we shall adopt a period of 2 years from the date of the first assignment of the Property from you to the first time owner so that the period of 5 years referred to in the said provisions of the Land Grant shall be deemed to be substituted by a period of 2 years from the date of the first assignment of the Property from you to the first

time owner.

- (ii) I/we will adopt the method as contained in paragraph No. (5) of the Supplemental Waiver Letter for fixing the price for assignment of the Property to you.

This letter is for the benefit of you and your successors and assigns.

Dated this day of

SIGN SEALED and DELIVERED by)
)
)
)
)
)
)
in the presence of :-)

Solicitor
Hong Kong SAR

[本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。]

同意書

致：香港房屋協會

事由：

(「該物業」)

本人/吾等 已同意根據 年 月 日之臨時買賣協議(「協議」)購買住宅發售計劃第二市場之該物業。

為清楚並為減少疑問起見，本人/吾等在此同意及確認倘若本人/吾等根據協議成功購買該物業，本人/吾等將採納及遵守

- (i) 地政總署署長就上述發展於「 發 出 之 豁 免 書 (「豁免書」)內第1(1)及第1(2)段及於「 發 出 之 補 充 豁 免 書 (「補充豁免書」)內第(2)及第(3)段分別補充的有關轉售限制之條款，用意為：-
- a. 為施行補充豁免書第(2)段所述批地書(該物業根據該批地書持有)(「批地書」)內有關之條款，本人/吾等將採納一段由貴會第一次將該物業轉讓予首次業主(如豁免書定義)之日期起計為期5年之期限，而批地書之上述條款所述之10年期須被視為由一5年期代替，從貴會第一次將該物業轉讓予首次業主之日起計算；及
 - b. 為施行豁免書第1(2)段所述批地書內有關之條款，本人/吾等將採納一段為期2年之期限，以貴會第一次將該物業轉讓予首次業主之日期為起算之日，而批地書之上述條款所述之5年期須被視為由一2年期代替，從貴會第一次將該物業轉讓予首次業主之日起計。
- (ii) 補充豁免書內第(5)段所述有關把該物業轉售予房協的計算售價方法。

本同意書應使貴署及貴署之繼承人及承讓入受益。

日期：

由)

)

)

簽署、蓋章及交付)

見證人：

香港特別行政區律師

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

Acknowledgement Letter
(regarding the Two-Year Restriction Period)
確 認 書
(關於兩年限制期)

To : Hong Kong Housing Society

致 : 香港房屋協會

Property Address _____

(“the Flat”)

物業地址 _____

(“該單位”)

I/ We hereby acknowledge and confirm that I/we understand the following and its implication prior to my/our (a) submission of the application form for the Certificate of Eligibility to Purchase to Hong Kong Housing Society (“HS”) under the Flat-for-Sale Scheme (“FFSS”) Secondary Market (White Form Status) via the Extending the Home Ownership Scheme (HOS) Secondary Market to White Form Buyers (20XX) (the “Scheme”) of the Hong Kong Housing Authority (“HA”) and (b) signing of the Provisional Agreement for Sale and Purchase of the Flat:-

我/我們僅此確認及明白在(a)遞交香港房屋協會(“房協”)「住宅發售計劃第二市場(白表資格)」的購買資格證明書申請書(經香港房屋委員會(“房委會”)的【擴展「居者有其屋計劃」第二市場至白表買家(20XX年)】(“該計劃”))之前及 (b)簽署該單位之臨時買賣合約之前,本人/我們已獲悉以下事項及其影響:-

- (i) within two years from the date of Assignment (“the restriction period”) of the Flat purchased by the white form buyer under the FFSS Secondary Market (White Form Status) via the Scheme, the Flat cannot be sold under the FFSS Secondary Market of the HS;
由買方透過房委會的該計劃買入經「住宅發售計劃第二市場(白表資格)」所購買的該單位的轉讓契據日期起計兩年內(“限制期”),該單位不可在房協「住宅發售計劃第二市場」出售;
- (ii) HS will not buy back the Flat;
房協不會回購該單位;
- (iii) owner can at any time after payment of premium sell the Flat in the open market.
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。

I/We hereby further agree and undertake that I/we will not apply for the Certificate of Availability for Sale for the Flat from the HS within the restriction period. I/We hereby acknowledge and confirm my/our understanding that the 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 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.

我/我們僅此同意並承諾不會在限制期內就該單位向房協申請「可供出售證明書」。我/我們僅此確認及明白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。

	Name 姓名	HKIC No. 身分證號碼	Signature 簽署
Applicant 申請人	_____	_____	_____
Family Member 家庭成員	_____	_____	_____
Family Member 家庭成員	_____	_____	_____
Family Member 家庭成員	_____	_____	_____
Family Member 家庭成員	_____	_____	_____
Family Member 家庭成員	_____	_____	_____
Family Member 家庭成員	_____	_____	_____
Family Member 家庭成員	_____	_____	_____
Date 日期	/ /		

Hong Kong Housing Society
Flat-for-Sale Scheme Secondary Market Support Unit
[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 Statutory Declaration dated _____ made by the Applicant(s) in support of the Application for Letter of Nomination;
5. a Letter of Agreement dated _____ executed by the Applicant(s) and attested by us; and
- @ 6. an Acknowledgement Letter in relation to the Two-year Restriction Period by White Form Buyer(s) only; and
7. 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,

* Delete as appropriate

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

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

Application No. _____

Letter of Nomination No. _____

**“LETTER OF NOMINATION”
for purchase of flats under
Flat-for-Sale Scheme Secondary Market**

Property: _____

Hong Kong Housing Society, 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 Statutory Declaration dated _____ in support of the Application for Letter of Nomination;
- (d) a Letter of Agreement dated _____ (for purchasers other than Kingston Terrace / Subsidised Sale Flats Project purchasers only); and
- (e) a Provisional Agreement for Sale and Purchase dated _____ in respect of the captioned property,

hereby nominate _____ (Holder(s) of Hong Kong Identity Card(s) No(s). _____) 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 applicable to the sale and purchase of Flat-for-Sale Scheme / Subsidised Sale Flats Project flats in the Secondary Market 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 Appendix 8a or 8b and Appendix 9a or 9b of the “Procedural Guidelines of the Flat-for-Sale Scheme Secondary Market Scheme” referred to in relevant Law Society Circular(s), subject to such modification as Hong Kong Housing Society 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, any information, statement or declaration furnished or made by any person to Hong Kong Housing Society in respect of the application for the Certificate of Eligibility to Purchase and/or this Letter of Nomination turns out to be false or misleading in a material particular.

(_____)
for Chief Executive Officer and Executive Director

Date : _____

Our Reference

Your Reference

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 enable 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 Support Unit of Hong Kong Housing Society (“HKHS”) :-

- (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 note that any belated reply may lead to the late recovery of unit of designated estates of HKHS or public rental housing unit of the Hong Kong Housing Authority (“HA”) from the purchaser(s) who is/are residing in such unit and required to deliver vacant possession of such unit to HKHS within 2 months from the date of execution of the Assignment or to the HA within 60 days (subject to the latest policies of HA) from the date of execution of the Assignment; and
- (2) forthwith in the event that 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 HKHS 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 and on behalf of
Hong Kong Housing Society

Encl.

For flats other than Kingston Terrace /
Subsidised Sale Flats Project Flats

Appendix 8a

Dated the _____ day of _____

I _____ *I*
(the "Vendor")

AND

I _____ *I*
(the "Purchaser")

AGREEMENT

FOR SALE AND PURCHASE

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

WHEREAS the Purchaser is an eligible purchaser within the definition set out in the relevant Waiver Letter as supplemented by the relevant Supplemental Waiver Letter ("the **Waiver Letters**") with respect to the Government Grant ("the Government Grant") as set out in the **Sixth Schedule** hereto, who is nominated by Hong Kong Housing Society ("the Housing Society") to purchase the Property as hereinafter defined subject to the terms, covenants and conditions applicable to the sale and purchase of Flat-for-Sale Scheme flats in the Secondary Market from time to time

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 Third Schedule hereto and the appurtenances thereto ("the Property ") and TOGETHER with all rights of way (if any) and other rights and all privileges, easements and appurtenances thereunto belonging or appertaining AND 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 Fourth Schedule hereto and shall be paid by the Purchaser to the Vendor in the manner set out in the Fourth Schedule 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 solicitors' 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)" shall be amended to "as mortgagee/legal chargee" and "incumbrances" shall be amended to "the equity of redemption under a Mortgage/Legal Charge registered in the Land Registry by Memorial No.[] and the Vendor shall only be required to give the usual limited covenant in the capacity of mortgagee/legal chargee 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, Waiver Letters and DMC 6. The Property is sold subject to and with the benefit of the Government Grant, the Waiver Letters and a Waiver Letter as supplemented by a Supplemental Waiver Letter issued by the Housing Society as set out in the Sixth Schedule hereto ("HKHS Waiver Letters"), for the residue of the term 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 Mutual

Covenant, Sub-Deed of Mutual Covenant and/or 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 or 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 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. | 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.

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 Society before completion, the deposit(s) 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 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 prescribed terms 19. This Agreement and the subsequent Assignment are subject to the terms, covenants and conditions mentioned in the Government Grant, the Waiver Letters and HKHS Waiver Letters and such terms and conditions as are applicable to the sale and purchase of Flat-for-Sale Scheme flats in the Secondary Market 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 the Government Grant and the Waiver Letters. The Vendor declares that for the purpose of calculation of the amount of premium, the Initial Market Value and the Purchase Price of the Property are specified in Assignment Memorial No. [] as HK\$[] and HK\$[] respectively.
- Miscellaneous 21. 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.

22. 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.
23. 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.
24. 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.
25. 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.
26. Where two or more persons are included in the expression "the Vendor" and/or "the 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.
27. Each party hereto hereby warrants and represents to and undertakes with the other that the information specified in the **Seventh Schedule** hereto is in all respects accurate insofar as within the knowledge of such party.
28. 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\$[].

29. There are incorporated into this Agreement as if they were herein written the conditions respectively on the part of the Vendor and the Purchaser set out in Part A of the Second Schedule to the Conveyancing and Property Ordinance (Cap.219). In the event of conflict between any of such conditions and the provisions in this Agreement, the latter provisions shall prevail.

Additional terms 30. The sale and purchase hereof is also subject to the additional terms (if any) set out in the **Eighth 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.

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 : Beneficial Owner(s)/Personal Representative(s)/Mortgagee(s)

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 _____
(at or before _____ on a weekday other than a Saturday and at or before _____ on a Saturday).

THE SIXTH SCHEDULE ABOVE REFERRED TO

**Particulars of Government Grant,
Waiver Letters, HKHS Waiver Letters and Deed(s) of Mutual Covenant**

THE SEVENTH SCHEDULE ABOVE REFERRED TO

Information included for the purposes of Section 29B(1) of the Stamp Duty Ordinance (Cap.117).

- (A) The Vendor's name: see the Second Schedule.
The Purchaser's name: see the Second Schedule.
- (B) The Vendor's Identification No.: see the Second Schedule.
The Purchaser's Identification No.: see the Second Schedule.
- (C) Where either party is not an individual but is registered under the Business Registration Ordinance.
The Vendor's Business Registration No.: []
The Purchaser's Business Registration No.: N/A
- (D) Description and location of the Property: see the Third Schedule.
- (E) The Property comprises residential property within the meanings of Section 29A(1).
- (F) The date of this Agreement: see the First Schedule.
- (G) The date of any preceding unwritten sale agreement or agreement for sale made between the same parties on the same terms:
[]
- (H) The date of the Conveyance on Sale:
The parties have agreed the Completion Date specified in the Fifth Schedule as the agreed date for the conveyance on sale pursuant to this Agreement.
- (I) The agreed consideration:
There is an agreed consideration for the conveyance on sale that is to, or may, take place pursuant to this Agreement and the amount or value of the agreed consideration is stated in the Fourth Schedule.
- (J) Amount or value of any other consideration which each person executing the document knows has been paid or given or has been agreed to be paid or given to any person for or in connection with the agreement for sale or any conveyance on sale (excluding legal expenses and estate agents' commission):
Other consideration payable by the Vendor:
HK\$[]
Benefit to which consideration relates:-
[]
Name of Recipient: []
Address of Recipient: []
Identification No. or Business Registration No.
[]
Other consideration payable by the Purchaser:
HK\$[]

Benefit to which consideration relates:-

[]

Name of Recipient: []

Address of Recipient: []

Identification No. or Business Registration No.:

[]

THE EIGHTH SCHEDULE ABOVE REFERRED TO

Additional Terms

[Note: Parties are free to agree on additional terms in this Eighth Schedule provided that 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 presence of :-)

Solicitor,
Hong Kong SAR

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

Solicitor,
Hong Kong SAR

INTERPRETED to the Vendor by :-

Clerk to Messrs.
Solicitor, Hong Kong SAR

INTERPRETED to the Purchaser by :-

Clerk to Messrs.
Solicitor, Hong Kong SAR

[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\$)
)
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)
 Hong Kong Currency being initial deposit as above)
mentioned.)

WITNESS :-

Solicitor,
Hong Kong SAR

RECEIVED on the day and year first above written of)
and from the Purchaser the sum of)
DOLLARS) HK\$)
)
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)
 Hong Kong Currency being further deposit as above)
mentioned.)

WITNESS :-

Solicitor,
Hong Kong SAR

Dated the _____ day of _____

I
(the "Vendor") *I*

AND

I
(the "Purchaser") *I*

AGREEMENT

FOR SALE AND PURCHASE

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

WHEREAS the Purchaser is an eligible purchaser within the definition set out in the Government Grant described in the **Sixth Schedule** hereto ("the **Government Grant**"), who is nominated by Hong Kong Housing Society ("the **Housing Society**") to purchase the Property as hereinafter defined subject to the terms, covenants and conditions applicable to the sale and purchase of Flat-for-Sale Scheme / Subsidised Sale Flats Project flats in the Secondary Market from time to time

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 Third Schedule hereto and the appurtenances thereto ("the Property ") and TOGETHER with all rights of way (if any) and other rights and all privileges, easements and appurtenances thereunto belonging or appertaining AND 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 Fourth Schedule hereto and shall be paid by the Purchaser to the Vendor in the manner set out in the Fourth Schedule 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 solicitors' 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)" shall be amended to "as mortgagee/legal chargee" and "incumbrances" shall be amended to "the equity of redemption under a Mortgage/Legal Charge registered in the Land Registry by Memorial No.[] and the Vendor shall only be required to give the usual limited covenant in the capacity of mortgagee/legal chargee 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 term 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 Mutual Covenant, Sub-Deed of Mutual Covenant and/or 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 or 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 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. | 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. |

- 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 Society before completion, the deposit(s) 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 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 prescribed terms 19. This Agreement and the subsequent Assignment are subject to the terms, covenants and conditions mentioned in the Government Grant and such terms and conditions as are applicable to the sale and purchase of Flat-for-Sale Scheme / Subsidised Sale Flats Project flats in the Secondary Market 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 the Government Grant. The Vendor declares that for the purpose of calculation of the amount of premium, the Initial Market Value and the Purchase Price of the Property are specified in Assignment Memorial No. [] as HK\$[] and HK\$[] respectively.
- Miscellaneous 21. 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.

Ordinance (Cap.219). In the event of conflict between any of such conditions and the provisions in this Agreement, the latter provisions shall prevail.

Additional
terms

30. The sale and purchase hereof is also subject to the additional terms (if any) set out in the **Eighth 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.

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 : Beneficial Owner(s)/Personal Representative(s)/Mortgagee(s)

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 _____
(at or before _____ on a weekday other than a Saturday and at or before _____ on a Saturday).

THE SIXTH SCHEDULE ABOVE REFERRED TO

Particulars of Government Grant and Deed(s) of Mutual Covenant

THE SEVENTH SCHEDULE ABOVE REFERRED TO

Information included for the purposes of Section 29B(1) of the Stamp Duty Ordinance (Cap.117).

- (A) The Vendor's name: see the Second Schedule.
The Purchaser's name: see the Second Schedule.
- (B) The Vendor's Identification No.: see the Second Schedule.
The Purchaser's Identification No.: see the Second Schedule.
- (C) Where either party is not an individual but is registered under the Business Registration Ordinance.
The Vendor's Business Registration No.: []
The Purchaser's Business Registration No.: N/A
- (D) Description and location of the Property: see the Third Schedule.
- (E) The Property comprises residential property within the meanings of Section 29A(1).
- (F) The date of this Agreement: see the First Schedule.
- (G) The date of any preceding unwritten sale agreement or agreement for sale made between the same parties on the same terms:
[]
- (H) The date of the Conveyance on Sale:
The parties have agreed the Completion Date specified in the Fifth Schedule as the agreed date for the conveyance on sale pursuant to this Agreement.
- (I) The agreed consideration:
There is an agreed consideration for the conveyance on sale that is to, or may, take place pursuant to this Agreement and the amount or value of the agreed consideration is stated in the Fourth Schedule.
- (J) Amount or value of any other consideration which each person executing the document knows has been paid or given or has been agreed to be paid or given to any person for or in connection with the agreement for sale or any conveyance on sale (excluding legal expenses and estate agents' commission):
Other consideration payable by the Vendor:
HK\$[]
Benefit to which consideration relates:-
[]
Name of Recipient: []
Address of Recipient: []
Identification No. or Business Registration No.
[]
Other consideration payable by the Purchaser:
HK\$[]

Benefit to which consideration relates:-

[]

Name of Recipient: []

Address of Recipient: []

Identification No. or Business Registration No.:

[]

THE EIGHTH SCHEDULE ABOVE REFERRED TO

Additional Terms

[Note: Parties are free to agree on additional terms in this Eighth Schedule provided that 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 presence of :-)

Solicitor,
Hong Kong SAR

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

Solicitor,
Hong Kong SAR

INTERPRETED to the Vendor by :-

Clerk to Messrs.
Solicitor, Hong Kong SAR

INTERPRETED to the Purchaser by :-

Clerk to Messrs.
Solicitor, Hong Kong SAR

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

For flats other than Kingston Terrace /
Subsidised Sale Flats Project Flats

Dated the _____ day of _____

TO

ASSIGNMENT

of

THIS ASSIGNMENT is made the day of

B E T W E E N :-

(1)

(the "Vendor") and

(2)

(the "Purchaser").

WHEREAS the Purchaser is an eligible purchaser within the definition set out in the relevant Waiver Letter as supplemented by the relevant Supplemental Waiver Letter ("the Waiver Letters") with respect to the Government Lease ("the Government Lease") referred to in the Schedule hereto, who is nominated by Hong Kong Housing Society ("the Housing Society") to purchase the Property as hereinafter defined subject to the terms, covenants and conditions applicable to the sale and purchase of Flat-for-Sale Scheme flats in the Secondary Market from time to time. [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 Subject to the payment of a due proportion of the yearly Government rent reserved by and the covenants conditions and provisos contained the Government Lease And Subject to and with the benefit of the Waiver Letters and the Waiver Letter and the Supplemental Wavier Letter issued by the Housing Society as referred to in the Schedule hereto ("HKHS Waiver Letters") And Subject to and with the benefit of [the Deed of Mutual Covenant, the Sub-Deed of Mutual Covenant and the Management Agreement] more particularly described in the Schedule hereto ("**the Deed of Mutual Covenant**"). [Note 3]

- 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. (a) The Government Lease :-

(b) The Waiver Letters :-

(c) HKHS Waiver Letters :-

3. The Deed of Mutual Covenant :-

[Deed of Mutual Covenant/Sub-Deed of Mutual Covenant/Management Agreement]

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

Solicitor,
Hong Kong SAR

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

Solicitor,
Hong Kong SAR

INTERPRETED to the Vendor by :-

Clerk to Messrs.
Solicitor, Hong Kong SAR

INTERPRETED to the Purchaser by :-

Clerk to Messrs.
Solicitor, Hong Kong SAR

Dated the _____ **day of** _____

TO

ASSIGNMENT

of

THIS ASSIGNMENT is made the day of

B E T W E E N :-

(1)

(the "Vendor") and

(2)

(the "Purchaser").

WHEREAS the Purchaser is an eligible purchaser within the definition set out in the Government Lease described in the Schedule hereto ("the **Government Lease**"), who is nominated by Hong Kong Housing Society ("the **Housing Society**") to purchase the Property as hereinafter defined subject to the terms, covenants and conditions applicable to the sale and purchase of Flat-for-Sale Scheme / Subsidised Sale Flats Project flats in the Secondary Market from time to time. [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 Subject to the payment of a 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 [the Deed of Mutual Covenant, the Sub-Deed of Mutual Covenant and the Management Agreement] 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 contained in the Government Lease and such terms and conditions as are applicable to the sale and purchase of Flat-for-Sale Scheme / Subsidised Sale Flats Project flats in the Secondary

Market and any amendments that may be made thereto from time to time.

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 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 the Government Lease. The Vendor declares that for the purpose of calculation of the amount of premium, 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 and 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]

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

Solicitor,
Hong Kong SAR

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

Solicitor,
Hong Kong SAR

INTERPRETED to the Vendor by :-

Clerk to Messrs.
Solicitor, Hong Kong SAR

INTERPRETED to the Purchaser by :-

Clerk to Messrs.
Solicitor, Hong Kong SAR