



Legal Service Sub-Division

2/F, Block II, Housing Authority Headquarters

Tel. No. 2761-6751

Our ref.: HD(LSS) 81/8/1

Fax No. 2711-3690

Your ref.:

BY HAND

14 June 2017

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

Dear Sirs

Green Form Subsidised Home Ownership Pilot Scheme
Sale of Flats by Owners within 5 years from date of first assignment

We refer to the Green Form Subsidised Home Ownership Pilot Scheme (GSH) recently launched by the Hong Kong Housing Authority (HA). We would like to seek your assistance in informing your members the resale restrictions and the arrangement and procedures in handling the resale which are specific to the GSH flats.

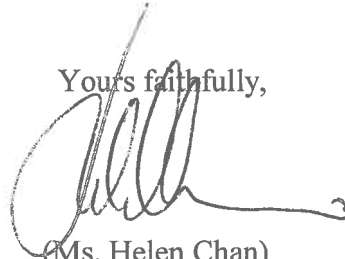
2. The relevant information is attached to this letter. The procedures applicable for the sale and purchase of GSH flats by the flat owners and the purchasers are respectively set out in the "Guide to Owners for Sale of Flats" and the "Guide to Purchasers for Nomination to Purchase" as attached. The other relevant documentation other prescribed forms are also attached.

3. We should be grateful if you can inform your members the above arrangement and the documentation. If you have any queries on this letter, please do not hesitate to contact Ms. Helen Chan at 2761 6751 or Ms. Handa Lam at 2761 7115. Thank you very much for your assistance in this matter.

Attachment

1. Guide to Owners for Sale of Flats
2. Guide to Purchasers for Nomination to Purchase
3. Certificate of Eligibility to Sell
4. Certificate of Eligibility to Purchase
5. Letter of Intent
6. Deed of Undertaking by the Owner

Yours faithfully,

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

(Ms. Helen Chan)
for Director of Housing

Encl.

c.c. CES/HS

綠表置居先導計劃
業主於首次轉讓日期起計的五年內出售單位

業主出售單位的指引

一般資料

1. 就綠表置居先導計劃(綠置居)下發售的單位而言，首次轉讓日期是指由香港房屋委員會(房委會)將單位首次轉讓予購樓人士(綠置居業主)的轉讓契據日期。
2. 在綠置居下發售的單位，須遵守以下的轉讓限制：

- (a) 由房委會第一次將單位售予業主的轉讓契據的日期(首次轉讓日期)起計的兩年內：

業主須申請將單位出售予房委會。按現行政策，房委會不會回購單位，但會行使《房屋條例》(第 283 章)賦予的權力提名買家。單位將根據房委會不時訂立的程序和規定，以原來買價轉讓予房委會的提名人。房委會將發出「出售資格證明書」以證明業主符合資格去物色合資格的買家(須為持有「綠表購買資格證明書」的買家)，業主須自行自費物色合資格的買家去向房委會申請提名。如(i)自房委會收到單位業主申請將單位出售的日期起計的 6 個月內未有提名申請或所有提交之申請均不成功，而房委會並沒有發出「提名信」；或(ii)房委會發出「提名信」後 4 個月內並未完成單位的轉讓，以較遲者為準，業主可在繳付補價後於公開市場出售單位。若業主無意在公開市場出售單位，可再向房委會提出新的單位出售申請。

- (b) 首次轉讓日期起計的第三至第五年內：

業主可：

- 在無須繳付補價的情況下，在「居屋第二市場」按業主自行議定的價格出售單位予房委會提名的「綠表購買資格證明書」持有人；或
- 申請將單位出售予房委會。按現行政策，房委會不會回購單位，但會行使《房屋條例》(第 283 章)賦予的權力提名買家。單位將根據房委會不時訂立的程序和規定，按房屋署署長評定的售價(即由房屋署署長評估單位在出售申請提出時的市值，扣除從房委會購買單位時享有的折扣的售價)轉讓予房委會的提名人。業主須申請評定單位的售價，並繳付有關費用。房委會將發出「出售資格證明書」以證明業主符合資格去物

色合資格的買家（須為持有「綠表購買資格證明書」的買家），業主須自行自費物色合資格的買家去向房委會申請提名。如(i)自房委會收到單位業主申請將單位出售的日期起計的 6 個月內未有提名申請或所有提交之申請均不成功，而房委會並沒有發出「提名信」；或(ii)房委會發出「提名信」後 4 個月內並未完成單位的轉讓，以較遲者為準，業主可在繳付補價後於公開市場出售單位。若業主無意在公開市場出售單位，可再向房委會提出新的單位出售申請。

(c) 首次轉讓日期起計的五年後：

業主可：

- 在無須繳付補價的情況下，在「居屋第二市場」按業主自行議定的價格出售單位予房委會提名的人士；或
- 在繳付補價後於公開市場出售單位。

3. 房委會不會接受任何由首次轉讓日期起計五年後的回售申請。

4. 本指引訂明綠置居業主於首次轉讓日期起計五年內申請把單位回售予房委會時所須遵照的程序。

接受申請的程序

5. 綠置居業主須以房委會指定的表格申請把單位回售予房委會，並繳付所需的行政費。如申請回售的綠置居單位是由首次轉讓日期起計第三至五年內，行政費包括評估售價的費用。在任何情況下，行政費不作退款(包括在提出回售申請後，綠置居業主改在「居屋第二市場」出售單位的情況)，亦不可轉作其他申請的行政費。

6. 處理由首次轉讓日期起計兩年內的綠置居單位回售申請所需時間將不超過兩星期，處理由首次轉讓日期起計第三至第五年內的綠置居單位回售申請所需時間將不超過六星期(所需處理時間日後或會調整)。按現行政策，房委會不會回購單位，但會行使《房屋條例》(第 283 章)賦予的權力提名買家，業主須自行自費物色合資格的綠表買家供房委會作提名。由首次轉讓日期起計的兩年內，售價為房委會出售該綠置居單位的原來售價；由首次轉讓日期起計的第三至五年內，售價為房屋署署長評估該單位在回售申請提出時的市值，扣除從房委會購買單位時原有的折扣。房委會會向綠置居業主發出一份「出

售資格證明書」，及通知他於物色合資格買家時所需採取的行動和程序，及如何完成買賣交易。「出售資格證明書」的有效期為六個月，由房委會收到單位回售申請表格之日起計。

物色合資格的買家

7. 獲發「出售資格證明書」後，綠置居業主須自行自費採取所需的步驟(例如自行或透過地產代理)物色合資格的買家，按「出售資格證明書」訂明的售價、規定和條件去購買該綠置居單位。除「出售資格證明書」訂明的售價外，綠置居業主不得就出售該物業收受買家任何形式或方式的其他代價(包括出售附屬於該綠置居單位的物件、傢俱、裝置及／或設備的代價，及以任何形式的安排，無論是獨立的協議或安排或其他方式，以掩飾或隱瞞任何其他代價)。
8. 合資格的買家必須是「居屋第二市場」計劃下的「綠表購買資格證明書」持有人。
9. 物色到合資格購買綠置居單位的買家及初步洽商購買條款後，綠置居業主須與買家簽訂一份按房委會訂明格式的「意向書」，及其他按房委會現行規定和「出售資格證明書」所訂明的文件。綠置居業主須簽署承諾契據，向房委會保證及確認除在「出售資格證明書」所訂明的售價外，於出售綠置居單位時不會收取其他代價¹。
10. 在簽署「意向書」後的七個工作天²內，合資格買家須透過代表律師向房委會遞交「意向書」、其他所需文件及指定的行政費(在任何情況下，行政費不會退還及不得轉讓)申請「提名信」。購買綠置居單位的買賣協議及轉讓契據只可於買家獲發「提名信」後方可簽署；「提名信」的申請須於預定的買賣協議或轉讓契據簽署日期前至少五個工作天提出，以較早者為準。
11. 如房委會在「意向書」簽署後的七個工作天內仍未收到提名申請，有關的「意向書」將不會被房委會接納作提名之用。若有關的「出售資格證明書」仍然有效，而綠置居業主及同一合資格買家仍然打算繼續進行原定意向的買賣，他們可簽署一份新的「意向書」；綠置居業主亦可重新物色另一位合資格的買家。

¹見第7段。

²在本指引中，工作天是指香港上海滙豐銀行有限公司於香港營業的日子，但星期六、日、公眾假期，及懸掛八號或以上熱帶氣旋警告信號或黑色暴雨警告信號的日子除外。

12. 申請經核准後，房委會會向該合資格的買家發出「提名信」，提名他作為提名人（綠置居提名人），及將發給綠置居提名人代表律師有關信件的副本交予綠置居業主作為通知。「提名信」須在「提名信」所訂明的程序及條件均獲遵照辦理的情況下，方為有效。
13. 如申請不被核准，該申請將不被接納；房委會會通知綠置居業主及該買家。如有關的「出售資格證明書」仍然有效，綠置居業主可重新物色另一位合資格的買家。

完成買賣交易

14. 綠置居業主及綠置居提名人須於「提名信」發出日期起計 4 個月內，根據「出售資格證明書」及「提名信」訂明的要求完成買賣交易。買賣協議及轉讓契據須載有「提名信」內所訂明的條款，及符合其相關條件和房委會現行規定。
15. 如綠置居單位的買賣交易未能於「提名信」發出日期起計 4 個月內完成，有關的「提名信」將歸於無效。

如任何下列事項於「提名信」發出後的任何時間內發生，綠置居提名人會被視作未能符合「提名信」所訂須在「提名信」發出後 4 個月內完成綠置居單位的買賣交易的條件。有關的「提名信」在發出後 4 個月將歸於無效：

- (a) 綠置居提名人表示不繼續進行購買，或向綠置居業主發出任何通知，表明綠置居提名人不會繼續進行購買綠置居單位的交易；或
- (b) 綠置居提名人撤銷或取消與綠置居業主簽署的買賣協議，或有關的買賣協議因任何原因被終止或歸於無效。

為免生疑問，以上事項的發生將不會被視作綠置居提名人拒絕接受綠置居業主的轉讓。

16. 「提名信」發出後，如買賣交易未能於「提名信」發出日期起計 4 個月內完成，及／或未能按照「提名信」所訂的程序及條件完成，「提名信」將歸於無效。如有關的「出售資格證明書」仍然有效，綠置居業主可重新物色另一位合資格的買家。

17. 如

- (a) 在「出售資格證明書」的有效期內，房委會未有收到「提名信」的申請，或所有提交的申請均不成功，因而房委會沒有發出「提名信」；或
- (b) 「提名信」發出後，買賣交易未能於「提名信」發出日期起計 4 個月內，及/或按「提名信」所要求的程序及條件完成(包括於交易完成後把指定文件於指定時限內提交給房委會)，「提名信」因此歸於無效，而房委會未有於「出售資格證明書」的有效期內作出其他提名，

綠置居業主可在「出售資格證明書」的有效期屆滿或「提名信」歸於無效後，以較後者為準，繳付補價後於公開市場出售綠置居單位。另外，如出售綠置居單位事宜仍是在首次轉讓日期起計的五年內，綠置居業主亦可向房委會提出將單位回售的新申請；如出售綠置居單位事宜是在首次轉讓日期起計的兩年後，業主亦可在無須繳付補價的情況下，於「居屋第二市場」按自行議定的價格，出售單位予「綠表購買資格證明書」持有人。

重要通知

- 18. 「意向書」並不對綠置居業主及合資格的買家構成有約束力的協議。綠置居業主只可於綠置居提名人獲發有關的「提名信」後，才與他簽署買賣綠置居單位的有約束力的協議。
- 19. 如任何「提名信」內所訂明的條件未獲遵照辦理，「提名信」將歸於無效，任何據此提名而完成的交易將不會有效。
- 20. 本指引只供參考之用，不應被視作任何法律意見。綠置居業主應就與出售綠置居單位的相關事宜徵詢獨立的法律意見，以便在交易的每個階段，包括簽署具約束力的協議之前及之後，皆得到保障。
- 21. 房委會會不時就本指引及其訂明的程序作出修訂。

2017年6月

綠表置居先導計劃
業主於首次轉讓日期起計的五年內出售單位

買家申請提名的指引

一般資料

1. 就綠表置居先導計劃(綠置居)下發售的單位而言，首次轉讓日期是指由香港房屋委員會(房委會)將單位首次轉讓予購樓人士(綠置居業主)的轉讓契據日期。
2. 在綠置居下發售的單位，是受以下轉讓限制的約束：
 - (a) 由房委會第一次將單位售予業主的轉讓契據的日期(首次轉讓日期)起計的兩年內：

業主須申請將單位出售予房委會。按現行政策，房委會不會回購單位，但會行使《房屋條例》(第 283 章)賦予的權力提名買家。單位將根據房委會不時訂立的程序和規定，以原來買價轉讓予房委會的提名人。房委會將發出「出售資格證明書」以證明業主符合資格去物色合資格的買家(須為持有「綠表購買資格證明書」的買家)，業主須自行自費物色合資格的買家去向房委會申請提名。如(i)自房委會收到單位業主申請將單位出售的日期起計的6個月內未有提名申請或所有提交之申請均不成功，而房委會並沒有發出「提名信」；或(ii)房委會發出「提名信」後4個月內並未完成單位的轉讓，以較遲者為準，業主可在繳付補價後於公開市場出售單位。若業主無意在公開市場出售單位，可再向房委會提出新的單位出售申請。

- (b) 首次轉讓日期起計的第三至第五年內：

業主可：

- 在無須繳付補價的情況下，在「居屋第二市場」按業主自行議定的價格出售單位予房委會提名的「綠表購買資格證明書」持有人；
或
- 申請將單位出售予房委會。按現行政策，房委會不會回購單位，但會行使《房屋條例》(第 283 章)賦予的權力提名買家。單位將根據房委會不時訂立的程序和規定，按房屋署署長評定的售價(即

由房屋署署長評估單位在出售申請提出時的市值，扣除從房委會購買單位時享有的折扣的售價）轉讓予房委會的提名人。業主須申請評定單位的售價，並繳付有關費用。房委會將發出「出售資格證明書」以證明業主符合資格去物色合資格的買家（須為持有「綠表購買資格證明書」的買家），業主須自行自費物色合資格的買家去向房委會申請提名。如(i)自房委會收到單位業主申請將單位出售的日期起計的 6 個月內未有提名申請或所有提交之申請均不成功，而房委會並沒有發出「提名信」；或(ii)房委會發出「提名信」後 4 個月內並未完成單位的轉讓，以較遲者為準，業主可在繳付補價後於公開市場出售單位。若業主無意在公開市場出售單位，可再向房委會提出新的單位出售申請。

(c) 首次轉讓日期起計的五年後：

業主可：

- 在無須繳付補價的情況下，在「居屋第二市場」按業主自行議定的價格出售單位予房委會提名的人士；或
- 在繳付補價後於公開市場出售單位。

3. 房委會不會接受任何由首次轉讓日期起計五年後的回售申請。
4. 本指引訂明買家申請購買綠置居業主由首次轉讓日期起計五年內出售的綠置居單位的提名程序。

資格

5. 只有在「居屋第二市場」計劃下持有有效「綠表購買資格證明書」的人士才有資格取得提名。

物色綠置居單位

6. 如綠置居業主申請把單位回售予房委會而獲得接受，房委會會向他發出一份「出售資格證明書」。「出售資格證明書」會訂明有關綠置居單位的售價及該證明書的有效期(由房委會收到單位回售申請表格的日期起計的 6 個月)。除「出售資格證明書」訂明的售價外，綠置居業主

不得就出售該物業收受買家任何形式或方式的其他代價（包括出售附屬於該綠置居單位的物件、傢俱、裝置及/或設備的代價，及以任何形式的安排，無論是獨立的協議或安排或其他方式，以掩飾或隱瞞任何其他代價）。

7. 在「出售資格證明書」的有效期內，持有有效「出售資格證明書」的綠置居業主可與「綠表購買資格證明書」持有人洽商購買該證明書所指定的綠置居單位。如「綠表購買資格證明書」持有人有意以房委會提名人身份購買該綠置居單位，他須與綠置居業主簽訂一份按房委會訂明格式的「意向書」，並向綠置居業主取得「出售資格證明書」所訂明的其他申請「提名信」的表格及文件。
8. 在簽署「意向書」後的七個工作天¹內及在「出售資格證明書」的有效期屆滿前，「綠表購買資格證明書」持有人須透過代表律師向房委會遞交「意向書」及其他所需表格及文件申請「提名信」。「綠表購買資格證明書」持有人須繳付指定的行政費（行政費不作退款，亦不得轉作其他申請的費用）。如房委會在有關「意向書」簽署後的七個工作天內仍未收到提名申請，該「意向書」將不會被房委會接納作提名之用。若有關的「出售資格證明書」仍然有效，而綠置居業主及同一「綠表購買資格證明書」持有人仍然有意繼續進行原定意向的買賣，他們可簽署一份新的「意向書」。購買綠置居單位的買賣協議及轉讓契據只可於「綠表購買資格證明書」持有人獲發給「提名信」後才簽署；「提名信」的申請須於預定的買賣協議或轉讓契據簽署日期前至少五個工作天提出，以較早者為準。
9. 「綠表購買資格證明書」持有人的代表律師於申請「提名信」時，須向房委會遞交訂明格式的「承諾書」，保證有關律師會（i）分別取得綠置居業主及綠置居提名人以訂明格式作出的法定宣誓，分別聲明除「出售資格證明書」及「提名信」訂明的買賣價外，有關的買賣交易沒有涉及其他代價；及（ii）在完成買賣綠置居單位交易後一個月內²，以書面通知房委會有關交易已完成及其轉讓日期和買賣價、確認有關綠置居單位的買賣協議及轉讓契據已包含房委會的訂明條款，及向房委會提交有關的法定宣誓的正本。

¹在本指引中，工作天是指香港上海滙豐銀行有限公司於香港營業的日子，但星期六、日、公眾假期，及懸掛八號或以上熱帶氣旋警告信號或黑色暴雨警告信號的日子除外。

²房委會有絕對酌情權決定是否延長所需時間。綠置居單位業主及綠置居提名人無權就房委會同意或拒絕延長所需時間的決定提出反對。

10. 申請經核准後，房委會會向「綠表購買資格證明書」持有人發出「提名信」，提名他作為提名人(綠置居提名人)，及將發給綠置居提名人代表律師有關信件的副本交予綠置居業主作為通知。「提名信」須在「提名信」所訂明的程序及條件均獲遵照辦理的情況下，方為有效。

完成買賣交易

11. 綠置居業主及綠置居提名人須於「提名信」發出日期起計 4 個月內，根據「出售資格證明書」及「提名信」訂明的要求完成買賣交易。買賣協議及轉讓契據須載有「提名信」內所訂明的條款，及符合其相關條件和房委會現行規定。
12. 「提名信」是在須符合所訂明的條件均獲遵照辦理的情況下發出。若任何條件未有履行，包括(但不限於)：
 - (a) 買賣綠置居單位的交易因任何理由未能按照「提名信」所訂的程序及條件於「提名信」發出日期起計 4 個月內完成；或
 - (b) 如房委會未有接獲綠置居提名人的代表律師根據以上第 9(ii)段所述，於轉讓日期後的一個月內²通知買賣交易已完成；或
 - (c) 如房委會未有於轉讓日期後一個月內²接獲以上第 9(i)段所述的綠置居業主及綠置居提名人所作的法定宣誓的正本；或
 - (d) 如買賣協議及／或轉讓契據沒有包含房委會的訂明條款及／或沒有遵照房委會在「提名信」所訂明的條件辦理，

「提名信」將歸於無效。在「出售資格證明書」的有效期限屆滿後，或「提名信」歸於無效後，以較後者為準，而房委會沒有作出購買綠置居單位的提名，房委會可被視作拒絕接受綠置居業主的轉讓；綠置居業主可(i)於繳付補價後在公開市場出售其單位；(ii) 如出售綠置居單位事宜仍是在首次轉讓日期起計的五年內，向房委會提出將單位回售的新申請；或(iii) 由首次轉讓日期起計的兩年後，在無須繳付補價的情況下，於「居屋第二市場」按自行議定的價格，把綠置居單位出售予「綠表購買資格證明書」持有人。

13. 房委會收到以上第 9 段所述的綠置居業主及綠置居提名人所作的法定

宣誓及轉讓通知後，會向綠置居提名人的律師發出認收信，及建議有關律師把認收信在土地註冊處登記。

重要通知

14. 「意向書」並不對綠置居業主及「綠表購買資格證明書」持有人構成有約束力的協議。綠置居業主只可於綠置居提名人獲發有關的「提名信」後，才與他簽署買賣綠置居單位的有約束力的協議。
15. 如任何「提名信」內所訂明的條件（包括但不限於以上第 11 段所述的條件）未獲遵照辦理，「提名信」將歸於無效，任何據此提名而完成的交易將不會有效。
16. 「綠表購買資格證明書」持有人或綠置居提名人（視乎情況）不可因 (i) 「提名信」發出後綠置居業主因任何原因未有簽立買賣協議及／或轉讓契據，不論是基於綠置居業主或綠置居提名人的失責行為，或其他原因；及／或(ii)不論是否綠置居業主或綠置居提名人的失責行為而令至「提名信」所訂明的條件未獲遵照辦理時，房委會接受綠置居業主的補價，向房委會提出任何索償。
17. 本指引只供參考之用，不應被視作任何法律意見。「綠表購買資格證明書」持有人或綠置居提名人（視乎情況）應就與購買綠置居單位的相關事宜，特別是確保綠置居業主會遵照「提名信」所訂明的條款及條件行事，徵詢獨立的法律意見，以便在交易的每個階段，包括簽署具約束力的協議之前及之後，皆得到保障。
18. 綠置居提名人日後於首次轉讓日期起計五年內出售其綠置居單位，亦須遵守以上第 2 段所述的相同轉讓限制。請參考現行適用的《綠表置居先導計劃業主於首次轉讓日期起計的五年內出售單位_業主出售單位的指引》所訂的程序。
19. 房委會會不時就本指引及其訂明的程序作出修訂。

2017 年 6 月

[Version 6.2017]

Application No. :

申請書號碼

Certificate No. :

證明書號碼:

“Certificate of Eligibility to Sell”
for Sale of Flats under
the Green Form Subsidised Home Ownership Pilot Scheme

綠表置居先導計劃
「出售資格證明書」

Property :
物業:

Date of first assignment⁽¹⁾ :
首次轉讓契據日期⁽¹⁾:

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

This is to certify that _____ (Holder(s) of Hong Kong Identity Card No. _____) (“Owner”) is/are eligible to sell the captioned property to a person nominated by the Hong Kong Housing Authority (“Nominee”). The sale of the property is subject to the Premium Liability⁽³⁾ to be assessed based on the information contained in the last assignment, particulars of which are as follows:

現證明 [_____] (香港身份證號碼 _____) (「業主」) 有資格出售上述物業予香港房屋委員會提名的人(「提名人」)。惟該物業出售後仍有補價責任⁽³⁾的規限，補價金額將根據該物業最近一份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⁾ :
最初市值⁽⁵⁾:

The sale to the Nominee shall be subject to the following conditions:
出售予提名人須受制於下述條款:

1. The sale price shall be HK\$[_____]. Apart from this sale price, no other consideration in any form or manner whatsoever can be received by the Owner for the sale of the property.
售價為港幣[_____]。除售價外，業主不得就出售該物業收受任何形式或方式的其他代價。
2. The Nominee shall be a person holding a Certificate of Eligibility to Purchase for Green Form applicants under the HOS Secondary Market Scheme (“Eligible Purchaser”).
提名人必須是居屋第二市場計劃綠表購買資格證明書之持有人士(「合資格買家」)。
3. This Certificate shall be valid until [xxx]. The Owner may sign a Letter of Intent (in a form specified by the Hong Kong Housing Authority (HA)) with an Eligible Purchaser who is interested to purchase the property during the validity period of this Certificate and the application for

nomination must be made within 7 working days from the date of signing of the Letter of Intent. The Letter of Intent does not constitute a binding agreement for the sale and purchase. The Eligible Purchaser shall apply to the Hong Kong Housing Authority for nomination as a Nominee to proceed with the purchase of the property.

本證明書有效期至[xxxx]。於本證明書有效期間內，業主可與有意購買該物業的合資格買家簽署以香港房屋委員會(房委會)訂明格式的意向書，並須自簽署意向書之日起計 7 個工作天內作出提名申請。意向書不構成有約束力的買賣協議。合資格買家須向香港房屋委員會申請成為提名人以進行購買該物業。

4. Upon the issue of a Letter of Nomination to an Eligible Purchaser and as one of the conditions of the Letter of Nomination, the sale and purchase of the property shall be completed within 4 months from the date of the Letter of Nomination (or such period as extended by the HA at its absolute discretion) in accordance with the terms and conditions set out in the Letter of Nomination. If after the issue of the Letter of Nomination, the Nominee signifies the intention not to proceed with the purchase or gives any notice to the Owner not to proceed with the purchase, or rescinds or cancels the agreement for sale and purchase signed with the Owner, or the agreement for sale and purchase is otherwise terminated or of no effect for whatever reason, the Nominee shall be considered as not in compliance with the condition of the Letter of Nomination to complete the sale and purchase of the Property within 4 months from the date of the Letter of Nomination (or such period as extended by HA at its absolute discretion), but shall not be regarded as declining the assignment from the Owner. Upon the expiry of 4 months from the date of the Letter of Nomination (or such period as extended by the HA at its discretion), the Letter of Nomination shall be void.

當向合資格買家發出提名信後，作為提名信的條件之一，該物業的買賣須於發出提名信之日起計 4 個月內（或房委會全權自行決定延長的期間內）按照提名信所訂明的條款及條件完成。如果發出提名信後，提名人向業主表達出不再繼續購買的意向、或就不再繼續購買發出任何通知、或者撤消或取消與業主簽訂的買賣協議、或者該買賣協議被以其他方式終結或因任何原因無效，提名人會被視為未能按照提名信的條件於發出提名信之日起計 4 個月內（或房委會全權自行決定延長的期間內）完成該物業的買賣，而非被視為拒絕接受業主的轉讓。於發出提名信之日起計 4 個月（或房委會全權自行決定延長的期間）後，則該提名信歸於無效。

5. Upon assignment of the property to the Nominee, the property is still subject to alienation restrictions and Premium Liability to be assessed as stated in the Schedule to the Housing Ordinance Cap.283.

有關物業轉讓予提名人後，該物業仍受轉讓限制及補價責任的約束，補價責任的評估規定在《房屋條例》（香港法例第 283 章）之附表中說明。

6. If (i) after the validity period of this Certificate has expired, no application for nomination is so received by the Hong Kong Housing Authority; or if all the submitted applications are unsuccessful with no nomination being made; or (ii) after a Letter of Nomination has been issued, the sale and purchase of the property is not completed within 4 months from the date of the Letter of Nomination (or such period as extended by the HA at its discretion) and/or is not completed in compliance with the requisite requirements, and the Letter of Nomination is void as a result thereof and no other nomination is made, the Owner may after the validity period of this Certificate has expired or after the time when the Letter of Nomination is void, whichever is the later, either:-

如果 (i) 本證明書有效期屆滿後，香港房屋委員會未收到提名申請，或所有提交的申請都不成功並未能達成提名；或 (ii) 提名信發出後，該物業的買賣未能於發出提名信之日起計 4 個月內（或房委會全權自行決定延長的期間內）完成，及/或未能遵從訂明的要求，導致提名信歸於無效及未有其他提名達成，業主可於本證明書有效期屆滿後或提名信歸於無效後（以較遲者為準）選擇以下方式出售該物業：-

- (i) sell the property in the open market after payment of premium to the Hong Kong Housing Authority; or

向香港房屋委員會繳付補價後將該物業於公開市場出售；或

- (ii) before expiry of 5 years from the date of first assignment, make a new offer to sell the property to the Hong Kong Housing Authority; or
如該物業自首次轉讓契據之日起計未超過 5 年，業主可重新申請將該物業售予香港房屋委員會；或
- (iii) from the third year from the date of first assignment onward, sell the property in the HOS Secondary Market at a freely negotiated price⁽⁶⁾.
由首次轉讓契據日期起計的第 3 年開始，業主可將該物業於居屋第二市場自由議價出售⁽⁶⁾。

Please note that this Certificate is not a document that certifies the Owner's title of the property⁽⁷⁾.
請注意本證明書並非確認該物業業主業權的文件⁽⁷⁾。

for Director of Housing
房屋署署長
(代行)
Date:
日期:

For Notes, see overleaf
註釋見後頁

Notes:

- (1) The date of first assignment refers to the date of the deed of assignment whereby the Hong Kong Housing Authority first sells a flat to a purchaser.
- (2) The last assignment means the latest assignment of the property (i) from the Hong Kong Housing Authority to a purchaser or (ii) to a purchaser nominated by the Hong Kong Housing Authority after the owner had offered to sell the property to the Hong Kong Housing Authority.
- (3) The amount of premium payable to the Hong Kong Housing Authority to remove the alienation restriction of the captioned property will be assessed upon application. The actual amount to be paid will be based on the Prevailing Market Value of the property at the time of payment of premium, as assessed by the Director of Housing and by the following calculation:

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

- (4) "Purchase Price" as extracted from the last assignment means:
 - (a) where a list price is not specified in the deed of assignment, the consideration stated in the deed of assignment;
 - (b) where a list price is specified in the deed of assignment, the list price.
- (5) "Initial Market Value" means the full market value stated in the last assignment.
- (6) During the third to fifth years from the date of first assignment, the Owner can only sell the property under the HOS Secondary Market Scheme to a person holding a Certificate of Eligibility to Purchase for Green Form applicant.
- (7) For the avoidance of doubts, this Certificate of Eligibility to Sell only certifies the Owner is eligible to sell the property to a Nominee. It does not in any event certify other matters such as the owner's title to the property. The Eligible Purchaser is strongly advised to seek independent legal advice on these matters and to verify the identity of the owner before signing any document.

註釋:

- (1) 首次轉讓契據日期指由香港房屋委員會將單位首次轉讓予購樓人士的轉讓契據日期。
- (2) 最近一份轉讓契據指本物業最近一次 (i) 由香港房屋委員會轉讓予購樓人士所簽訂的轉讓契據或 (ii) 於本物業業主申請將本物業售回予香港房屋委員會後轉讓予香港房屋委員會的提名人的轉讓契據。
- (3) 解除本物業之轉讓限制所應支付給香港房屋委員會的補價金額將於申請時評估。實際應付金額，則需根據該物業於補價當時的現行市值，由房屋署署長按下列公式評定：

$$\text{補價} = \frac{\text{補價時市值 (最初市值 - 當時購入價)}}{\text{最初市值}}$$

- (4) 「當時購入價」是取自最近一份轉讓契據，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代價；
 - (b) 若轉讓契據上有註明原來定價，則為該定價。
- (5) 「最初市值」指最近一份轉讓契據上所載的十足市值。
- (6) 在首份轉讓契據第三至第五年內，業主於居屋第二市場計劃只可將該物業出售給持有綠表購買資格證明書的買家。
- (7) 為避免疑問，此「出售資格證明書」只證明業主有資格出售該物業予提名人，而並不在任何情況下證明其他事項，例如業主對該物業的業權。合資格買家須就該等事項徵詢獨立法律意見並在簽署任何文件前核實業主的身份。



香港房屋委員會
Hong Kong Housing Authority

Application No. PA
Certificate No. PC

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

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

(_____)
for Director of Housing
Date of issue: _____
Date of validity: _____ to _____

申請書號碼: PA
證明書號碼: PC

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

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

房屋署署長
(_____ 代行)

簽發日期: _____ 至 _____
有效日期: _____

Terms and Conditions

1. This "Certificate of Eligibility to Purchase (Green Form Status)" is valid for twelve months from the date of issue.
2. The issue of this Certificate entitles the holder of this Certificate within the 12-month validity period to enter into a provisional agreement for sale and purchase of a flat in respect of which a "Certificate of Availability for Sale" has been issued by the Hong Kong Housing Authority (HA). The sale and purchase of the flat will be proceeded on the basis that upon completion, the liability for payment of premium (being a sum proportionate to the price discount for the latest sale of the flat under the Home Ownership Scheme/Private Sector Participation Scheme/Tenants Purchase Scheme) under paragraph 1 of the Schedule to the Housing Ordinance shall rest with the purchaser(s).
3. The provisional agreement for sale and purchase MUST be in the prescribed form, subject to such modification as the HA may direct from time to time.
4. After purchase of a flat under SMS, should the purchaser(s) mortgage the flat to financial institution which entered into the Deed of Guarantee with the HA and if default on mortgage payments before paying off the mortgage loan, the financial institution concerned will sell the flat. Should the sale proceeds of the flat fail to cover the full outstanding balance of the mortgage and all the interest, legal costs, administration fees, etc. payable under the mortgage, the financial institution will, pursuant to the Deed of Guarantee, make a claim against the HA for the payment of all the above arrears that the purchaser(s) owe. The HA shall under the Deed of Guarantee pay the same to the financial institution. In relation to the payments made by the HA to the financial institution, the HA will then claim from the purchaser(s) all the above arrears and the interest.
5. The solicitor representing the purchaser(s) will apply to the HA for a Letter of Nomination within one month from the date of the Provisional Agreement for Sale and Purchase for confirmation of the eligibility of the purchaser(s), and that the purchaser(s) shall sign the formal Agreement for Sale and Purchase and the Deed of Assignment to complete the transaction only after the issue of the Letter of Nomination.
6. To obtain the "Letter of Nomination", the holder of this Certificate shall through his solicitors at least 5 working days prior to the date when the "Letter of Nomination" is required, submit to the HA the following documents:
 - (a) original of a "Certificate of Availability for Sale"
 - (b) original of a valid "Certificate of Eligibility to Purchase (Green Form Status)"
 - (c) a copy of the provisional agreement for sale and purchase in the prescribed form
 - (d) a Declaration in support of the Application for Letter of Nomination duly declared by the purchaser(s) under the provisional agreement for sale and purchase in the prescribed form.
 - (e) application fee of HK\$880 (to be paid by cashier order or solicitors' cheque)

條款及條件

1. 此綠表資格「購買資格證明書」由發出日期起 12 個月內有效。
2. 此證明書的持有人可於證明書的 12 個月有效期內簽訂臨時買賣合約，購買獲香港房屋委員會（房委會）發出「可供出售證明書」的樓宇，就此等樓宇的買賣而言，樓宇買賣手續完成後，根據房屋條例附表第 1 段規定繳付補價的責任（即繳付根據最近一次該樓宇經居者有其屋計劃/私人機構參建屋屋計劃/租者置其屋計劃發售時的折扣價格按比例計算的款額），便會由購樓者承擔。
3. 臨時買賣合約必須符合特定的格式，該等格式可不時由房委會指示修改。
4. 在購買「屋宇第二市場計劃」單位（該單位）後，如買方把單位抵押給參予按揭計劃的財務機構而又在尚未償還所有按揭貸款前終止供款，財務機構將會出售該單位，若出售單位所得的款項未能全數償還買方尚欠有關財務機構的按揭貸款餘額及一切有關的利息、法律及行政費用等，有關財務機構會根據「按揭保證契據」向房委會申索買方的上述所有欠款，而房委會亦會根據「按揭保證契據」支付財務機構該等欠款。此後，房委會將就有關上述支付財務機構之欠款向買方追討所有欠款及利息。
5. 買方同意在簽訂臨時買賣合約日期起計一個月內，由代表律師向房委會申請「提名信」以確認資格，在「提名信」發出後，方可簽訂正式買賣合約及轉讓契據，完成樓宇買賣手續。
6. 本證明書持有人如欲在某一日日期獲發「提名信」，則須在該日期之前最少 5 個工作日，經律師向房委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) 有效的綠表資格「購買資格證明書」正本
 - (c) 一份由買方用作支持其申請提名信的聲明書（特定格式）
 - (d) 臨時買賣合約（該臨時買賣合約須用特定格式）
 - (e) 港幣 880 元正的申請費（須以本票或律師樓發出的支票繳付）

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

7. Letter of Nomination will not be issued to a holder of Certificate of Eligibility to Purchase (Green Form Status) who is the tenant or family member of a public housing flat of the HA or Housing Society if as at the date of the provisional agreement for sale and purchase, a notice for termination of the tenancy agreement/temporary tenancy card of the flat has been issued OR the public housing flat was self-surrendered and the tenancy had been terminated.
8. Letter of Nomination will not be issued if there is conviction of any person under Section 26(2) of the Housing Ordinance in respect of the application for this Certificate of Eligibility to Purchase.
9. Letter of Nomination will be invalidated by the HA if prior to completion of sale and purchase, there is conviction of any person under Section 26(2) of the Housing Ordinance in respect of the application for the Certificate of Eligibility to Purchase and/or the Letter of Nomination.
10. The holder of this Certificate of Eligibility to Purchase (Green Form Status) must be the purchaser under the provisional agreement for sale and purchase. If any other person shall also be named as the purchaser, he/she must be a person listed in the application form for the Certificate of Eligibility to Purchase. The number of purchasers shall not exceed two. The purchasers must hold the property as Joint Tenants.
11. The purchaser(s) shall not sub-sell the property or transfer the benefit of the provisional agreement for sale and purchase and/or the formal agreement for sale and purchase, in whatever manner, before completion of the sale and purchase of the flat.
12. The HA may require the purchaser(s) such further document as the HA shall require to establish the eligibility of the purchaser(s) for the Letter of Nomination.
13. The HA shall not in any event be liable if the Letter of Nomination cannot be issued to the purchaser(s) within the period as specified under paragraph 6 above due to the non-compliance of any of the terms and conditions herein contained and/or the inability of the purchaser(s) to provide to the HA all documents as required to prove his eligibility for the issue of the Letter of Nomination.

譯文

- 倘符合上述規定而直至簽署臨時買賣合約當日，此證明書的持有人仍然符合房委會有關購買該等樓宇的各項資格準則，便會獲發「提名信」。
7. 如本證明書的持有人為房委會或房屋協會轄下屋邨單位的住戶或家庭成員，而在簽署臨時買賣合約當日房委會/房屋協會已發出通知終止有關單位的租約/暫准租用證，或自行終止租約/暫准租用證及已騰空及交還有關公屋單位，本證明書持有人將不會獲發「提名信」。
 8. 若發覺任何人士就有關本證明書觸犯房屋條例第 26(2) 條，本證明書持有人將不會獲發「提名信」。
 9. 若發覺任何人士在物業成交前就申請本證明書或「提名信」觸犯房屋條例第 26(2) 條，房委會將有權取消所發出之「提名信」。
 10. 本證明書持有人必須為臨時買賣合約的買方。若買方多於一人，另一人必須是綠表資格「購買資格證明書」申請表上所列之人士，買方最多不可超過兩人，並必須以聯權方式持有該樓宇。
 11. 買方不得在樓宇買賣成交前將樓宇或臨時買賣合約/正式買賣合約的權益轉讓或售予第三者。
 12. 房委會可要求買方提供房委會所需的其他文件，以證明買方符合獲發「提名信」的資格。
 13. 倘因本證明書所載的任何條款及條件不獲遵從，及/或買方無法向房委會提供證明其合資格獲發「提名信」的一切所需文件，導致有關的「提名信」不能於上述第 6 段指定的期間內發給買方，房委會概無須負上任何責任。

LETTER OF INTENT
意向書

**THIS LETTER OF INTENT CONFIRMS THE INTENTION OF THE PARTIES
HERETO AS FOLLOWS:**

本意向書確認雙方意向如下:

1. **SALE AND PURCHASE OF PROPERTY**

The Owner intends to sell and the Eligible Purchaser intends to purchase the Property known as _____ (“the Property”) on the following terms:

物業的買賣

業主有意按以下條款出售及合資格買方有意按以下條款購入 _____ (“該物業”)。

- (a) The purchase price of the Property shall be HK\$ _____ (“the Purchase Price”). Apart from the Purchase price, no other consideration in any form or manner whatsoever can be received by the Owner for the sale of the Property.

該物業的成交價為港幣 _____ 元 (“買賣價”)。除買賣價外，業主就該物業之買賣不可以用任何形式或方式收取其他之代價。

- (b) Completion to take place on or before _____.

該物業的成交手續於 _____ 年 _____ 月 _____ 日或之前完成。

- (c) Upon completion, the Owner shall deliver vacant possession of the Property to the Eligible Purchaser.

成交時，業主將該物業交吉予合資格買方。

- (d) It is hereby agreed that the sale and purchase of the Property and the Purchase Price shall include the chattels, furniture and fittings (if any) as set out in part I of the Schedule hereto.

買賣該物業及買賣價將包括附表中第一部分所列的物件、傢俬及裝置 (若有)。

- (e) (i) The ad valorem stamp duty shall be borne by the *Owner / Eligible Purchaser .

*業主 / 合資格買方 須支付從價印花稅。

- (ii) The special stamp duty, if any, shall be borne by the *Owner / Eligible Purchaser .

*業主 / 合資格買方 須支付額外印花稅 (如有)。

- (iii) The buyer’s stamp duty, if any, shall be borne by the Eligible Purchaser.

合資格買方須支付買家印花稅 (如有)。

- (f) *Each party shall bear its own legal costs.
- * 雙方各自負責其律師費。
 - *The Owner to pay to the Eligible Purchaser the legal costs incurred by the Eligible Purchaser.
 - * 業主支付合資格買方的律師費。
 - *The Eligible Purchaser to pay to the Owner the legal costs incurred by the Owner.
 - *合資格買方支付業主的律師費。

2. LETTER OF NOMINATION

The Eligible Purchaser shall apply to the Hong Kong Housing Authority for a Letter of Nomination within 7 working days (defined as a day on which The Hongkong and Shanghai Banking Corporation Limited is open for business in Hong Kong, except Saturdays, Sundays, public holidays and a day on which typhoon signal no.8 or above, or black rainstorm signal is hoisted) from the date hereof. After issue of the Letter of Nomination to the Eligible Purchaser, the Owner and the Eligible Purchaser shall proceed with the sale and purchase of the Property in accordance with the requirements as set by the Hong Kong Housing Authority.

提名信

合資格買方須於本意向書的日期起計 7 個工作天(定義為香港上海滙豐銀行有限公司於香港營業的日子，但星期六、日、公眾假期及懸掛八號或以上熱帶氣旋警告信號或黑色暴雨警告訊信號之日子除外)內向香港房屋委員會申請提名信。於發出提名信給合資格買方後，業主及合資格買方需根據香港房屋委員會所立之規定進行該物業之買賣。

3. NON BINDING EFFECT

It is mutually acknowledged and agreed that this Letter of Intent is an expression of intent only and the contents herein as well as the discussions and negotiations in relation to the proposed sale and purchase of the Property do not create any legally binding or enforceable rights or obligations between the parties hereto unless and until a Letter of Nomination is granted and issued by the Hong Kong Housing Authority to the Eligible Purchaser and a binding formal Agreement for Sale and Purchase of the Property containing such terms and conditions as prescribed by the Hong Kong Housing Authority is agreed and executed by the parties hereto. For the avoidance of doubt, this Letter of Intent shall not amount to any alienation of the Property.

無約束力

雙方知悉及同意本意向書只表達雙方意向。本意向書的內容以及就買賣該物業的討論及談判並不對雙方構成任何具法律約束力或可執行的權利或責任，除非及直

至香港房屋委員會向合資格買方發出提名信及雙方協議並簽立該物業具法律約束力包含香港房屋委員會所訂明之條款及條件的正式買賣協議。為免生疑問，本意向書不構成該物業的任何轉讓。

Dated the day of

[]年[]月[]日

The Owner
業主

HKID Card No.:
香港身份證號碼：

Certificate of Eligibility to Sell No.:
出售資格證明書編號：

Address:
地址：

The Eligible Purchaser
合資格買方

HKID Card No.:
香港身份證號碼：

Certificate of Eligibility to Purchase
No.:
購買資格證明書編號：

Address:
地址：

*Delete if inapplicable

請將不適用的刪去

SCHEDULE

附表

Part I

(Chattels, Furniture and Fittings)

第一部分

(物件、傢俬及裝置)

The Owner
業主

The Eligible Purchaser
合資格買方

DEED OF UNDERTAKING

承諾契據

To : Hong Kong Housing Authority
致 : 香港房屋委員會

Property

物業地址 : _____

I/We am/are the owner of the above Property (“the Property”).

本人/我等為上述物業的註冊業主(“該物業”)。

By a Letter of Intent dated _____ (“the Letter of Intent”) signed between me/us as the owner and _____ as the eligible purchaser(s) (“the Eligible Purchaser”), I/we and the Eligible Purchaser confirmed our intention to proceed with the sale and purchase of the Property in accordance with the terms and conditions therein, subject to the issuance of a Letter of Nomination by the Hong Kong Housing Authority (“the Authority”) to the Eligible Purchaser.

通過一份由本人/我等作為業主及_____作為合資格買方(“合資格買方”)，日期為_____的意向書(“該意向書”)，本人/我等及合資格買方確認有意依照該意向書的條款進行有關該物業的買賣，並須經香港房屋委員會(“房委會”)向合資格買方發出提名信。

IN CONSIDERATION of your granting of a Letter of Nomination to the Eligible Purchaser, I/we hereby jointly and severally **CONFIRM AND UNDERTAKE** that apart from the sale price stipulated in the Certificate of Eligibility to Sell issued to me/us by the Authority, no other consideration in any form or manner whatsoever (including consideration for sale of chattels, furniture, fittings and/or fixtures appertaining to the Property, and any arrangement in any form or manner whatsoever, whether by separate agreement or arrangement or otherwise, to conceal, hide or cover up any other consideration) has been or will be received by me/us from the Eligible Purchaser for the sale of the Property.

鑑於房委會向合資格買方發出提名信，本人/我等共同及各別確認及承諾，除房委會於向本人/我等發出的出售資格證明書中所訂明的售價外，本人/我等未曾亦將不會在出售該物業的過程中以任何形式或方式向合資格買方收取任何其他代價(包括出售附屬於該物業之物件、傢俱、裝置及/或設備之代價，及以任何形式之安排，無論是獨立的協議或安排或其他方式，以掩飾或隱瞞任何其他的代價)。

I/We agree that in the event of any breach of the above undertaking, without prejudice to any other rights which the Authority may have against me/us, I/we shall forthwith on demand pay to the Authority all sums received by me/us in addition to the said sale price from the Eligible Purchaser.

本人/我等同意，若本人/我等違反上述承諾，則在無損房委會其他針對本人/我等的權利下，本人/我等須應要求立即向房委會支付除該售價以外，本人/我等在出售該物業的過程中向合資格買方收取的所有金額。

Date

日期：_____

Signed Sealed and Delivered by

由我/我等簽署、蓋印及交付：

	<u>Name</u> 姓名	<u>HKID Card No.</u> 香港身份證號碼	<u>Signature</u> 簽署
Owner (1) 業主(1)		()	
	_____	_____	_____
Owner (2) 業主(2)		()	
	_____	_____	_____
Owner (3) 業主(3)		()	
	_____	_____	_____