



Legal Service Sub-Division

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

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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.

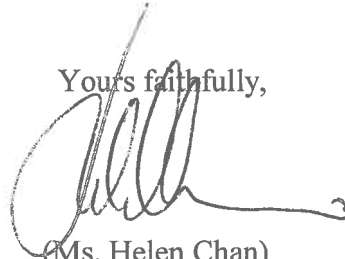
2. The relevant information is attached to this letter. The procedures applicable for the sale and purchase of GSH flats by the flat owners and the purchasers are respectively set out in the "Guide to Owners for Sale of Flats" and the "Guide to Purchasers for Nomination to Purchase" as attached. The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

Green Form Subsidised Home Ownership Pilot Scheme
Sale of Flats by Owners within 5 Years from date of First Assignment

Guide to Owners for Sale of Flats

GENERAL INFORMATION

1. For flats sold under the Green Form Subsidised Home Ownership Pilot Scheme (GSH), the date of the first assignment refers to the date of the deed of assignment whereby the Housing Authority (HA) first sells a flat to a purchaser (GSH owner).

2. Flats sold under GSH are subject to resale restrictions:
 - (a) Within the first two years from the date of the first deed of assignment of the flat from the HA to a flat owner (date of first assignment):

The owner has to offer to sell the flat to the HA. Under existing policy, the HA will not buy back the flat, but will exercise the power under the Housing Ordinance (Cap. 283) to nominate a buyer. The flat is to be assigned to a nominee of the HA at the original purchase price in accordance with the procedures and requirements as from time to time stipulated by the HA. The HA will issue a Certificate of Eligibility to Sell (CES) certifying the flat owner's eligibility to find an eligible purchaser (who needs to be a buyer holding a Green Form Certificate of Eligibility to Purchase (GF CEP holder)) and the flat owner has to identify at his/her own costs and expenses an eligible purchaser who will apply to the HA for nomination. If (i) no application for nomination is made to the HA or if all submitted applications are unsuccessful with no Letter of Nomination (LN) being issued by the HA within 6 months from the date of receipt of the offer to sell the flat to the HA; or (ii) after a LN has been issued by the HA the assignment of the flat is not completed within 4 months from the date of the LN, whichever is the later, the flat owner may sell the flat in the open market after payment of premium. If the flat owner does not wish to sell the flat in the open market, he/she may make a new offer for sale of the flat to the HA.

(b) Between the third to the fifth year from the date of first assignment:

The flat owner may either:

- sell the flat in the HOS Secondary Market to a GF CEP holder nominated by the HA without payment of premium and at his/her own negotiated price; or
- offer to sell the flat to the HA. Under existing policy, the HA will not buy back the flat, but will exercise the power under the Housing Ordinance (Cap. 283) to nominate a buyer. The flat is to be assigned to a nominee of the HA at the price assessed by the Director of Housing (which is the market price as assessed by the Director of Housing at the time when the offer to sell the flat to the HA was made, less the original discount when the flat was purchased from the HA) in accordance with the procedures and requirements as from time to time stipulated by the HA. The flat owner will need to apply for assessment of the price of the flat and pay the required administrative fee. The HA will issue a CES certifying the flat owner's eligibility to find an eligible purchaser (who needs to be a GF CEP holder), and the flat owner has to identify at his/her own costs and expenses an eligible purchaser who will apply to the HA for nomination. If (i) no application for nomination is made to the HA or if all submitted applications are unsuccessful with no LN being issued by the HA within 6 months from the date of receipt of the offer to sell the flat to the HA, or (ii) after a LN has been issued by the HA the assignment of the flat is not completed within 4 months from the date of the LN, whichever is the later, the flat owner may sell the flat in the open market after payment of premium. If the flat owner does not wish to sell the flat in the open market, he/she may make a new offer for sale of the flat to the HA.

(c) After five years from the date of first assignment:

The flat owner may either:

- sell the flat in the HOS Secondary Market to a person nominated by the HA without payment of premium and at his/her own negotiated price; or
- sell the flat in the open market after payment of premium.

3. The HA will not accept any offer to sell after five years from the date of

first assignment.

4. This Guide sets out the procedures that the GSH owners have to follow for application for offer for sale of GSH flats to the HA within five years from the date of first assignment.

PROCEDURES FOR ACCEPTANCE OF APPLICATION

5. The GSH owner shall submit to the HA an application in a prescribed form to offer to sell the GSH flat to the HA (the Offer) and pay the requisite administrative fee. For sale of GSH flats within the third to fifth year from the date of first assignment, the administrative fee will include the costs for assessment of the price. The administrative fee is not refundable under any circumstances (including the situation when after the offer to sell the GSH flat is made, the GSH owner would like to sell the flat under the HOS Secondary Market) nor transferrable to other applications.
6. The processing time for the application (which may be subject to change) for the sale of GSH flats within the first and second year from the date of first assignment is not more than 2 weeks; and for the sale of GSH flats within the third to fifth year from the date of first assignment is not more than 6 weeks. Under existing policy, the HA will not buy back the flat, but will exercise the power under the Housing Ordinance (Cap. 283) to nominate a buyer, the owner is required to find such an eligible Green Form purchaser at his own costs and expenses for nomination by the HA. For sale of GSH flats within 2 years from the date of first assignment, the sale price will be the original purchase price of the GSH flat sold by the HA; and for sale of GSH flats within the third to fifth year from the date of first assignment, the sale price will be the price assessed by the Director of Housing at the time when the offer to sell the GSH flat was made less the original discount when the GSH flat was purchased from the HA. The HA will issue a CES to the GSH owner and inform the GSH owner the actions and procedures required to find an eligible purchaser and how to complete the sale and purchase. The CES is valid for a period of 6 months from the date of receipt of the Offer by the HA.

FINDING AN ELIGIBLE PURCHASER

7. After obtaining the CES, the GSH owner shall at his own costs and expenses take such steps as necessary to find an eligible purchaser (e.g. locating the eligible purchaser by his own means or through an estate agent) to purchase the GSH flat at the price and in accordance with the requirements and conditions as set out in the CES. Apart from the sale price set out in the CES, no other consideration in any form or manner whatsoever (including consideration for sale of chattels, furniture, fittings and/or fixtures or otherwise in or appertaining to the GSH flat, 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) can be received by the GSH owner from the purchaser of the GSH flat.
8. The eligible purchaser must be a person holding a Certificate of Eligibility to Purchase for Green Form applicant under the HOS Secondary Market Scheme (GF CEP holder).
9. Upon identification of an eligible purchaser who is interested to purchase the GSH flat and preliminary discussion of the terms of purchase, the GSH owner and the purchaser shall sign a Letter of Intent (in a prescribed form as specified by the HA) and such other documents as required according to prevailing requirements of the HA and those conditions as set out in the CES. The GSH owner is required to sign a Deed of Undertaking to the HA to undertake, warrant and confirm that apart from the sale price set out in the CES, no other consideration¹ will be received for the sale of the GSH flat.
10. Within 7 working days² from the date of signing of the Letter of Intent, the eligible purchaser shall through his solicitors submit to the HA the Letter of Intent and other requisite forms and documents with the prescribed administrative fee (which is neither refundable nor transferrable under any circumstances) to apply for a LN. The agreement for sale and purchase and

¹ See paragraph 7

² Working day in this Guide means a day on which The Hongkong and Shanghai Banking Corporation Limited is open for business in Hong Kong but excluding Saturday, Sunday, public holiday and any day on which typhoon signal no.8 or above or black rainstorm signal is hoisted.

the assignment of the GSH flat can only be signed after a LN is issued to the purchaser, and application for the LN must be made at least 5 working days before the intended date for the execution of the agreement for sale and purchase or the assignment, whichever is the earlier.

11. If the application is not received by the HA within 7 working days from the date of signing of the Letter of Intent, the Letter of Intent will no longer be accepted by the HA for the purpose of nomination. If the CES is still valid, a fresh Letter of Intent can be signed between the GSH owner and the same eligible purchaser if they still want to proceed with the intended sale and purchase, or the GSH owner can take action to find another eligible purchaser again.
12. If the application is approved, the HA will issue a LN to the eligible purchaser as the nominee (GSH nominee) and provide to the GSH owner a copy of the relevant letter to the GSH nominee's solicitors for information. The validity of the LN is subject to compliance of the required procedures and conditions as set out in the LN.
13. If the application is not approved, the HA will notify the GSH owner and the purchaser that the application is unsuccessful. If the CES is still valid, the GSH owner can take action to find another eligible purchaser again.

COMPLETION OF THE SALE

14. The GSH owner and the GSH nominee must complete the sale and purchase of the GSH flat in accordance with the requirements set out in the CES and the LN within 4 months from date of the LN. The agreement for sale and purchase and the assignment shall contain such terms and in compliance with the prevailing requirements of the HA and those conditions as set out in the LN.
15. If the sale and purchase of the GSH flat is not completed within 4 months from the date of the LN, the LN will be void.

If any of the following events occurs at any time after the issue of the LN, the GSH nominee shall be considered as not complying with the condition of the LN to complete the sale and purchase of the GSH flat within 4

months from the date of the LN and the LN will be void upon the expiry of 4 months from the date of the LN -

- (a) the GSH nominee signifies the intention not to proceed with the purchase of the GSH flat or give any notice to the GSH owner that the GSH nominee will not proceed with the purchase; or
- (b) the GSH nominee rescinds or cancels the agreement for sale and purchase signed with the GSH owner or the agreement for sale and purchase is otherwise terminated or of no effect for whatever reason.

For the avoidance of doubt, the occurrence of the above event(s) shall not be regarded as the GSH nominee declining the assignment from the GSH owner.

16. After the LN is issued, if the sale and purchase is not completed within 4 months from the date of the LN and/or not completed in compliance with the required procedures and conditions under the LN, the LN is void and the GSH owner can take action to find another eligible purchaser again if the CES is still valid.

17. If -

- (a) no application for LN is received by the HA during the validity period of the CES or if all submitted applications are unsuccessful with no LN being issued by the HA; or
- (b) after the LN has been issued, the sale and purchase of the GSH flat is not completed within 4 months from the date of the LN and/or is not completed in compliance with the required procedures and conditions under the LN (including the receipt of requisite documents by the HA within the required time after completion), and the LN is void as a result thereof and no other nomination is made by the HA during the validity period of the CES,

the GSH owner can sell the GSH flat in the open market after payment of premium after the validity period of the CES has expired or after the LN has become void, whichever is the later. Alternatively, the GSH owner can submit a new offer to sell the GSH flat to the HA if the sale of the GSH flat is still within five years from the date of first assignment, or the GSH owner may sell the GSH flat in the HOS Secondary Market to a GF CEP holder

without payment of premium at a freely negotiated price if the sale of GSH flat is after two years from the date of first assignment.

IMPORTANT NOTICE

18. The Letter of Intent does not constitute a binding agreement between the GSH owner and the eligible purchaser. The GSH owner can only enter into a binding agreement relating to the sale of the GSH flat with a GSH nominee after the issue of the relevant LN.
19. If any of the conditions as set out in the LN is not complied with, the LN will be void and any transaction executed pursuant to such nomination will not be valid.
20. This Guide is for information purpose only and shall not be treated as any legal advice. The GSH owner is urged to seek independent legal advice on matters relating to the sale of GSH flat for his protection at each stage of the transaction, both before and after the signing of any binding agreement.
21. The Guide and procedures herein are subject to revision from time to time by the HA.

June 2017

Green Form Subsidised Home Ownership Pilot Scheme
Sale of Flats by Owners within 5 Years from the date of First Assignment

Guide to Purchasers for Nomination to Purchase

GENERAL INFORMATION

1. For flats sold under the Green Form Subsidised Home Ownership Pilot Scheme (GSH), the date of the first assignment refers to the date of the deed of assignment whereby the Housing Authority (HA) first sells a flat to a purchaser (GSH owner).

2. Flats sold under GSH are subject to resale restrictions:
 - (a) Within the first two years from the date of the first deed of assignment of the flat from the HA to a flat owner (date of first assignment):

The owner has to offer to sell the flat to the HA. Under existing policy, the HA will not buy back the flat, but will exercise the power under the Housing Ordinance (Cap. 283) to nominate a buyer. The flat is to be assigned to a nominee of the HA at the original purchase price in accordance with the procedures and requirements as from time to time stipulated by the HA. The HA will issue a Certificate of Eligibility to Sell (CES) certifying the flat owner's eligibility to find an eligible purchaser (who needs to be a buyer holding a Green Form Certificate of Eligibility to Purchase (GF CEP holder)) and the flat owner has to identify at his/her own costs and expenses an eligible purchaser who will apply to the HA for nomination. If (i) no application for nomination is made to the HA or if all submitted applications are unsuccessful with no Letter of Nomination (LN) being issued by the HA within 6 months from the date of receipt of the offer to sell the flat to the HA; or (ii) after a LN has been issued by the HA the assignment of the flat is not completed within 4 months from the date of the LN, whichever is the later, the flat owner may sell the flat in the open market after payment of premium. If the flat owner does not wish to sell the flat in the open market, he/she may make a new offer for sale of the flat to the HA.

(b) Between the third to the fifth year from the date of first assignment:

The flat owner may either:

- sell the flat in the HOS Secondary Market to a GF CEP holder nominated by the HA without payment of premium and at his/her own negotiated price; or
- offer to sell the flat to the HA. Under existing policy, the HA will not buy back the flat, but will exercise the power under the Housing Ordinance (Cap. 283) to nominate a buyer. The flat is to be assigned to a nominee of the HA at the price assessed by the Director of Housing (which is the market price as assessed by the Director of Housing at the time when the offer to sell the flat to the HA was made, less the original discount when the flat was purchased from the HA) in accordance with the procedures and requirements as from time to time stipulated by the HA. The flat owner will need to apply for assessment of the price of the flat and pay the required administrative fee. The HA will issue a CES certifying the flat owner's eligibility to find an eligible purchaser (who needs to be a GF CEP holder), and the flat owner has to identify at his/her own costs and expenses an eligible purchaser who will apply to the HA for nomination. If (i) no application for nomination is made to the HA or if all submitted applications are unsuccessful with no LN being issued by the HA within 6 months from the date of receipt of the offer to sell the flat to the HA, or (ii) after a LN has been issued by the HA the assignment of the flat is not completed within 4 months from the date of the LN, whichever is the later, the flat owner may sell the flat in the open market after payment of premium. If the flat owner does not wish to sell the flat in the open market, he/she may make a new offer for sale of the flat to the HA.

(c) After five years from the date of first assignment:

The flat owner may either:

- sell the flat in the HOS Secondary Market to a person nominated by the HA without payment of premium and at his/her own negotiated price; or
- sell the flat in the open market after payment of premium.

3. The HA will not accept any offer to sell after five years from the date of first assignment.
4. This Guide sets out the procedures for application for nomination to purchase GSH flats from GSH owners within five years from the date of first assignment.

ELIGIBILITY

5. Only a person holding a valid Certificate of Eligibility to Purchase for a Green Form applicant (GF CEP holder) under the HOS Secondary Market Scheme will be eligible for nomination.

FINDING A GSH FLAT

6. If a GSH owner has offered to sell a GSH flat to the HA and the offer is accepted by the HA, a CES will be issued to the GSH owner. The CES will set out the sale price for the GSH flat and the validity period of the CES (which is a period of 6 months from the date of receipt of offer by the HA). No other consideration in any form or manner whatsoever (including consideration for sale of chattels, furniture, fittings and/or fixtures or otherwise in or appertaining to the GSH flat, 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) can be received by the GSH owner from the purchaser other than the sale price as stipulated in the CES.
7. During the validity period of the CES, a GF CEP holder can enter into discussion with the GSH owner holding a valid CES for purchase of the GSH flat specified under the CES. If the GF CEP holder is interested in purchasing the GSH flat as a nominee of the HA, the GF CEP holder shall sign a Letter of Intent in a prescribed form as specified by the HA with the GSH owner and obtain from the GSH owner other requisite forms and documents as set out in the CES for application for the LN.

8. Within 7 working days¹ from the date of signing of the Letter of Intent and before the expiry of the validity period of the CES, the GF CEP holder shall through his solicitors submit to the HA the Letter of Intent and other requisite forms and documents to apply for a LN. The GF CEP holder is required to pay the prescribed administrative fee for the application (which is neither refundable nor transferrable to other applications). If the application is not received by the HA within 7 working days from the date of signing of the Letter of Intent, the Letter of Intent will no longer be accepted by the HA for the purpose of nomination. If the GSH owner and the same GF CEP holder still want to proceed with the intended sale and purchase and if the CES is still valid, a fresh Letter of Intent can be signed. The agreement for sale and purchase and the assignment of the GSH flat can only be signed after a LN is issued to the GF CEP holder, and application for the LN must be made at least 5 working days before the intended date for the execution of the agreement for sale and purchase or assignment, whichever is the earlier.
9. At the time of application for the LN, the solicitors of the GF CEP holder shall provide an undertaking in the prescribed form to the HA that the solicitors will (i) obtain respectively from the GSH owner and the GSH nominee a statutory declaration in the prescribed form declaring to the effect that there is no other consideration involved in the sale and purchase other than the price stipulated in the CES and LN respectively; and (ii) within one month from the completion of the sale and purchase of the GSH flat², notify the HA in writing of the completion, inform the HA the date of assignment and the purchase price, confirm that the agreement for sale and purchase and the assignment of the GSH flat contain the terms prescribed by the HA, and submit the original statutory declarations to the HA.

¹ Working day in this Guide means a day on which The Hongkong and Shanghai Banking Corporation Limited is open for business in Hong Kong but excluding Saturday, Sunday, public holiday and any day on which typhoon signal no.8 or above or black rainstorm signal is hoisted.

² The required time may be extended by HA at its absolute discretion and neither the GSH owner nor the GSH nominee shall have the right to raise any objection as to any extension being granted or rejected

10. If the application is approved, the HA will issue a LN to the GF CEP holder as the nominee (GSH nominee) and provide to the GSH owner a copy of the relevant letter to the GSH nominee's solicitors for information. The validity of the LN is subject to compliance of the required procedures and conditions as set out in the LN.

COMPLETION OF PURCHASE

11. The GSH owner and the GSH nominee must complete the sale and purchase of the GSH flat in accordance with the requirements set out in the CES and the LN within 4 months from the date of the LN. The agreement for sale and purchase and the assignment shall contain such terms and in compliance with the prevailing requirements of the HA and those conditions as set out in the LN.
12. The LN is issued subject to and conditional upon compliance with the conditions as set out therein. In the event of any non-compliance of the conditions, including (but not be limited to):
 - (a) If for any reason the sale and purchase of the GSH flat is not completed in accordance with the required procedures and conditions under the LN within 4 months from the date of the LN; or
 - (b) If no notice of completion of sale and purchase as referred to in paragraph 9(ii) above is received by the HA from the solicitors of the GSH nominee within one month from the date of the assignment²; or
 - (c) If the original statutory declarations from the GSH owner and the GSH nominee referred to in paragraph 9(i) above are not received by HA within one month from the date of the assignment²; or
 - (d) If the agreement for sale and purchase and/or the assignment do not contain the required terms as prescribed by the HA and/or are not in compliance with the requirements of the HA as set out in the LN,

the LN is void. After the validity period of the CES has expired or after the LN has become void, whichever is the later, and if no nomination to

purchase the GSH flat is made by the HA, the HA shall be deemed to have declined the assignment from the GSH owner whereupon the GSH owner can (i) sell the GSH flat in the open market after payment of premium; (ii) make a new offer to sell the GSH flat to the HA if the sale of the GSH flat is still within five years from the date of first assignment or (iii) sell the GSH flat in the HOS Secondary Market to a GF CEP holder without payment of premium and at a freely negotiated price if the sale of the GSH flat is after two years from the date of first assignment.

13. Upon receipt of the statutory declarations made by the GSH owner and the GSH nominee and the notice of completion referred to in paragraph 9 above, the HA will issue an acknowledgement of receipt to the GSH nominee's solicitors and advise the solicitors to register the acknowledgement with the Land Registry.

IMPORTANT NOTICE

14. The Letter of Intent does not constitute a binding agreement between the GSH owner and the GF CEP holder. The GSH owner can only enter into a binding agreement relating to the sale of the GSH flat with a GSH nominee after the issue of the relevant LN.
15. If any of the conditions set out in the LN (including but not limited to those set out in paragraph 11 above) is not complied with, the LN will be void and any transactions executed pursuant to such nomination will not be valid.
16. The GF CEP holder or the GSH nominee (as the case may be) shall have no claim whatsoever against the HA (i) if no agreement for sale and purchase and/or assignment is executed by the GSH owner after the issue of LN for whatever reason, whether due to the default of the GSH owner or the GSH nominee or otherwise; and/or (ii) in respect of the HA accepting payment of premium from the GSH owner upon non-compliance of any conditions set out in the LN, whether due to the default of the GSH owner or GSH nominee.
17. This Guide is for information purpose only and shall not be treated as any

legal advice. The GF CEP holder / GSH nominee (as the case may be) is urged to seek independent legal advice on matters relating to the purchase of the GSH flat for his protection at each stage of the transaction, both before and after the signing of any binding agreement, and in particular how to ensure compliance by the GSH owner of the terms and conditions of the LN.

18. Any future sale of the GSH flat by the GSH nominee within five years from the date of first assignment will be subject to the same resale restrictions as set out in paragraph 2 above. Please refer to the prevailing “Green Form Subsidised Home Ownership Pilot Scheme Sale of Flats by Owners within 5 years from date of First Assignment – Guide to Owners for Sale of Flats” for information on the procedures.
19. The Guide and the procedures herein are subject to revision from time to time by the HA.

June 2017

[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.



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)		()	
	_____	_____	_____