申請須知：

（一）付款辦法：

A. 訂金為樓價之三成，買方於前往房協售樓處辦理
購樓手續時，須繳付港幣$150,000.00元之銀行本票，
拍賣「香港房屋協會」，以繳付部份訂金；買家
於當日簽署臨時買賣合約時，除上述訂金外，另
須繳付訂金之餘額（餘額須以銀行本票或申請書
內任何成員之私人支票支付）。

B. 買方於簽署臨時買賣合約當日起計七天內（包
括星期六．日及公眾假期）到指定律師樓簽署正
式買賣合約及繳付預訂印花稅。倘買方未能在上
述指定期限內簽署正式買賣合約，則買方有權接
受該物業轉讓他人或另行處理，而毋須通知買方。

C. 樓價余數於入伙紙發出後並收到買方之書面通知
根據買賣合約的約定十四天內繳付及簽署轉讓契約。

D. 印花稅是根據樓宇之市值再以一定比例折算
計算（以政府印花稅盈餘實為準）。

（二）有關物業權方面，只可由申請人單獨擁有或採用「共
同業權」方式，由申請人及名為「尖沙咀居住房屋計劃」
申請表內任何成員家庭成員共同擁有業權。

（三）與此物業買賣有關費用，包括所有由代表香港房協
會律師收取有關業權大廈公契之律師費，代表買方辦
理買賣合約及轉讓契據之律師費、田土註冊費、雜
費及印花稅等一切費用概由買方負責。律師費及樓價
按律師公會釐定適用於尖沙咀居住房屋計劃準則收取。

（四）買方簽妥臨時買賣合約後，若需要按揭貸款以繳付樓
價之餘額，可向房協參與之銀行申請辦理貸款手續。

（五）買方若需向律師申請「職員住宅貸款計劃」，必須
先獲房協書面同意，房協有權不接受任何申請而毋須
作出解釋。

（六）所有住宅單位均依照若干條件出售，而主要包括以下
各項：

A. 登記按揭契約之田土註冊費由買方繳付。
B. 貸款機構或其律師安排有關按揭貸款之法律手續
費用由買方繳付。
C. 用途 — 各單位只限作住宅用途，由買方及其列
名於申請書內之家人居住。

D. 售售
i) 買方不得將該單位買賣合約或正式買賣合約之
權益轉讓或轉售。
ii) 買方在簽署轉讓契約後，若要出售其單位：

a. 在簽署轉讓契約日起計六年的五年內，買方
須照原來買價，除去可按揭中一切未清
還之價款外，至少可再轉讓不超過該物
業之價值
b. 在簽署轉讓契約期滿後，買方可將單位出售,
但必須向房協繳交一定之手續費，而
於該單位之轉讓之市值，將按當時未
付的市值差額依比例計算。

（七）除上述之轉售及按揭限制外，買方不論以任何方式轉
移或轉讓有關單位之權益時，都必須遵守房協規則內
之有關規定。

（八）出售住宅單位總數：將軍澳聖潔軒：1424 個

東涌半紅居：420 個

沙田碧瑩花園：508 個

注： 有關房協參與之銀行之貸款資料，將於稍後时间提供予
各申請人參考。【注意】房協並不承擔買方必需獲得
銀行按揭貸款之責任。

警告：各申請人請注意，倘若有人與申請人接觸，借詞可
協助申請而索取金錢或其他形式之報酬，申請人應即
向廉政公署、房協或房協舉報。此外，濫用房協職員
亦是犯違行為，會受到廉政公署或房協依法懲戒外，
亦會導致申請書被取消。
業主於出售單位之五年限制

(a) 除本特別條例(b)、(c)及(g)分項所述外，概無業主於其僱用樓價一價單位之日起2年內轉讓、按揭、抵押、出租、分賃或以其他方式出售該單位或該單位任何部份，或該單位任何部分權利或訂立任何協議，或直接或間接轉讓或接受任何款項、等值款項或其他具價值代價或目前或日後會影響該單位之任何交易訂立任何協議。

(b) 業主可於上述2年內，按揭或抵押其獲轉讓之單位，但僅可按承讓人批准或規定之方式及載有之條款按揭或抵押予銀行或其他財務機構（就本分項而言僅包括根據香港法例第1015章財政司司長條例註冊成立之財政司司團）或經承讓人核准由業主之僱用樓價之樓客，以註資購買上述單位或重新注資購買上述單位或重新注資由現有購置單位之抵押或按揭作抵押之未償還貸款。

業主於首5年出售單位

(c) (i) 持任何業主有意於其獲轉讓該單位之日起2年內出售或以其他方式轉讓其單位，該業主必須以書面通知承讓人，而承讓人則有權購回該單位及其根據本地契約所售予業主之樓價（不包括業主已付之利息及任何法律費用及有關開支）或以下各項而購回單位：

(a) 任何欠債或將欠债本金額或利息或損壞單位任何按揭或抵押之其他額項或無償贖回債；

(b) 由承讓人按實購買作為維修單位內任何損壞或損壞之合理費用之任何額項；

(c) 間接單位直至單位交吉予承讓人之日（不包括該日）之前一切支出；及

(d) 有關業主轉讓之切應付法律費用或其他開支、費用及登記費，

或由承讓人以絕對酌情權拒絕。

(ii) 憲承讓人有意購買根據本特別條例(c)及(i)分項出售之任何單位，其須於接獲業主之出售通知

後二十八天內向有關單位地址之業主提交有關購買該單位之書面通知，據此業主須以由承讓人訂

訂之格式予承讓人訂立一份轉讓契約。

(iii) 憲承讓人並無根據本特別條例(c)及(ii)分項向業主提交購買通知，該業主有權在其認為適當時

出售或以其他方式處置該單位，惟須向代表政府

之承讓人支付等於在付款時該單位之十五市值

（由承讓人評估及由地政總署長批准）之比例

之款項，該比例乃向業主出售該單位之十五市

值（轉讓契約所述）中，業主獲轉讓單位時尚未

支付之款項之相同比例。

業主於5年後出售單位

(d) 於向業主轉讓單位之日起5年後，業主有權於其認為

適當時出售或以其他方式處置其單位，惟須向代表政

府之承讓人支付等於在付款時該單位之十五市值

（由承讓人評估及由地政總署長批准）之比例

之款項，該比例乃向業主出售時該單位之十五市

值（轉讓契約所述）中，業主獲轉讓單位時尚未支付之款項之相同比例。

(e) 在評估根據本特別條例(c)、(iii)及(d)分項業主應

付之款項時，承讓人須規定及業主向承讓人支付其行政

費用及支出，並提交估值師編製（由承讓人不時決

定及經地政總署長批准）之估值師編製中）有關

其單位之估值報告，估值費用由業主支付。惟該估

值報告書載承讓人及地政總署長參考之用及不能對

承讓人就業主根據本特別條例(c)及(d)分項

應付之款項評估有任何約束力。地政總署署長可隨時

對估價按揭受承讓人提交之估值或作出本身決定，而該

決定根據本特別條例(c)及(d)分項業主應付

之款項乃最終及決定性的。

(f) (i) 憲承讓人有意購買單位之轉讓中聲明該單位以按揭價出

售，並指明按揭前之正常樓價，則就本特別條

例(c)及(ii)分項所述，該正常價格須被視為單位原

本售予業主之樓價。
(ii) 根據本特別條件 (g) (i) 分項之承讓人事前書面批准須待以下條件達成後方會發出：
(a) 上述向父母、配偶、子女或同父母之兄弟姊妹（以下統稱「受讓人」）作出之承讓人批准之格式進行，並須載有承讓人規定之條款；
(b) 業主之單位或單位任何部份及其所佔該地段之不分割份數須被視為 (ii) 由承讓人及 (ii) 於上述單位獲轉讓予業主之日轉讓予受讓人，而因此，本特別條件 (a) 至 (j) 分項將適用於受讓人；及
(c) 業主及受讓人須支付該項轉讓之一切費用，包括批准該項轉讓之行政費用及承讓人就批准本特別條件 (g) (i) 分項所述之裁決所支付之法律費用。

(h) 根據本特別條件 (c) (ii) 分項，任何由承讓人給予業主之通知或確認或交付業主在有關單位之地址或最後所知業主在香港之地址，則該通知視為充份送達予業主。以郵寄方式送達之通知須於正常郵寄後可送達所寄地址之時視為業主接收。

(i) 根據本特別條件 (c) (ii) 分項，承讓人獲貿易之單位後，須以由承讓人釐定及由房委會批核之價格向合資格獲資助房屋之人士或多位人士出售該單位。
5-year restriction on sale of units by owner

(a) Except as provided in sub-clauses (b), (c) and (g) of this Special Condition, no owner shall during a period of 5 years from the date of the assignment to him of a unit, assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of such unit or any part thereof or any interest therein or enter into any agreement so to do, or solicit or accept, whether directly or indirectly, any money, money's worth or other valuable consideration or enter into any agreement so to do in respect of any transaction, present or future, affecting such unit.

Approved mortgage(s)

(b) An owner may during the said period of 5 years mortgage or charge a unit assigned to him but only by way of mortgage or charge to a bank or other financial institution (which for the purpose of this sub-clause only shall include the Financial Secretary Incorporated, incorporated under Financial Secretary Incorporation Ordinance Cap. 1015 of the Laws of Hong Kong) or the organization of the owner's employer approved by the Grantee, in such form and containing such provisions as the Grantee shall approve or require, for the purpose of financing the purchase of the said unit or refinancing the purchase of the said unit or refinancing (an) outstanding loan(s) secured by (an) existing charge(s) or mortgages(s) over the said unit.

Sale of units by owner during the first 5 years

(c) (i) In the event that any owner shall be desirous of selling or otherwise assigning his unit during the period of 5 years from the date of assignment to him of such unit, he shall so notify the Grantee in writing, and the Grantee in that event shall be entitled to purchase the unit back with vacant possession and at the price (excluding interest and any legal fees and conveyancing expenses paid by the owner) at which it was originally sold to the owner under these Conditions less:

(a) any amount due or to become due for principal and interest or otherwise under any mortgage or charge of the unit or alternatively free from incumbrances;
(b) any amount certified by the Grantee as being the reasonable cost of making good any damage or deterioration to the unit;
(c) all outgoings in respect of the unit up to but excluding the date of delivery of vacant possession of the unit to the Grantee; and

(d) all legal costs and other expenses, fees and stamp duty payable in respect of the assignment by the owner,
or reject it at the sole discretion of the Grantee.

(ii) In the event that the Grantee shall be desirous of purchasing any unit offered to it under sub-clause (c) (i) of this Special Condition, it shall, within twenty-eight days of receiving the owner's notice of sale, serve upon the owner at the address of the unit in question a notice in writing to that effect whereupon the owner shall enter into a deed of assignment of the unit to the Grantee in a form prepared by the Grantee.

(iii) In the event that the Grantee does not serve upon the owner a notice to purchase in accordance with sub-clause (c) (ii) of this Special Condition, such owner shall be entitled to sell or otherwise dispose of the unit as he sees fit subject to the payment to the Grantee on behalf of the Government an amount equal to that proportion of the full market value, as assessed by the Grantee and approved by the Director, of the unit at the time of that payment which is the same proportion of the full market value as specified in the deed of assignment, of the unit at the time of the sale to the owner which was not paid by the owner at the time of the assignment to him.

Sale of units by owner after 5 years

(d) After a period of 5 years from the date of assignment to him of a unit, an owner shall be entitled to sell or otherwise dispose of his unit as he sees fit subject to the payment to the Grantee on behalf of the Government an amount equal to that proportion of the full market value, as assessed by the Grantee and approved by the Director, of the unit at the time of that payment which is the same proportion of the full market value, as specified in the deed of assignment, of the unit at the time of the sale to the owner which was not paid by the owner at the time of the assignment to him.

(e) In assessing the amount to be paid by an owner under sub-clauses (c) (iii) and (d) of this Special Condition, the Grantee shall require such owner to pay to the Grantee its administrative costs and expenses and to submit a valuation report on his unit prepared, at the expense of such owner, by a valuer chosen from a panel of valuers as may from time to time be determined by the Grantee with the approval of the Director, provided that such valuation report shall be used by the Grantee and the Director for reference only and shall not
in any way be binding on the Grantee in its assessment of the amount payable by the owner under sub-clauses (c) (iii) and (d) of this Special Condition. The Director may at his sole discretion accept the assessment submitted by the Grantee or make his own determination and his decision on the amount payable by the owner under sub-clauses (c) (iii) and (d) of this Special Condition shall be final and conclusive.

(f) (i) If the Grantee declares in an assignment of a unit that the unit is sold at a discounted price and indicated the amount of the regular price before such discount, the regular price so indicated shall for the purpose of sub-clauses (c) (i) of this Special Condition be deemed to be the price at which the unit was originally sold to the owner.

(ii) For the purpose of sub-clauses (c) (iii) and (d) of this Special Condition the said regular price shall be used in calculating the proportion of the full market value of the unit at the time of the sale to the owner which was not paid by the owner to the Grantee at the time of the assignment to him in that event the owner shall be deemed to have paid an amount equal to the regular price at the time of the assignment to him.

(g) (i) Notwithstanding anything herein contained or to the contrary, an owner may, in conformity with all conditions (if any) imposed by the Grantee and subject to sub-clause (g) (ii) of this Special Condition, assign his unit or part thereof or his interest therein to his parents, spouse, children or siblings (subject to the production of satisfactory documentary evidence of relationship) without making payment under sub-clauses (c) (iii) and (d) of this Special Condition and after such owner has applied for and obtained a prior written approval from the Grantee who shall have sole and absolute discretion (subject to the Grantee complying with the guidelines thereon (if any) from time to time set down by the Secretary for Housing) to approve or reject such application without giving reasons therefore.

(ii) The prior written approval of the Grantee under sub-clause (g) (i) of this Special Condition is given on conditions that:

(a) the said assignment to the parents, spouse, children or siblings of that owner (hereafter called "the assignees") shall be in a form approved by the Grantee and shall contain such provisions as may be required by the Grantee;

(b) the unit of the owner or any part thereof and the undivided shares therein shall be deemed to have been assigned to the assignees (i) by the Grantee and (ii) on the date on which the said unit was assigned to such owner and sub-clauses (a) to (j) of this Special Condition shall apply to the assignees accordingly; and

(c) the owner and the assignees shall bear all the costs of such assignment including the administrative costs and expenses of the Grantee in approving the assignment and the legal costs incurred by the Grantee in approving the form mentioned in sub-clause (g) (ii) (a) of this Special Condition.

(h) Any notice to be served by the Grantee on the owner under sub-clause (c) (ii) of this Special Condition shall be sufficiently served on the owner if delivered to the owner by post at the address of the owner at the address of the unit in question or at the owner's last known address in Hong Kong. A notice sent by post shall be deemed to have been received by the owner at the time when in due course of post it would have been delivered at the address to which it was sent.

(i) Having purchased a unit offered to it under sub-clause (c) (ii) of this Special Condition, the Grantee shall thereafter sell such unit to a person or persons who qualify for assisted housing at such price to be fixed by the Grantee and approved by the Secretary for Housing.

Definitions of 'owner', 'unit' and 'Grantee'

(j) For the purpose of this Special Condition:

(1) "owner" means a person to whom the Grantee has assigned or agreed to assign an undivided share or undivided shares of and in the lot together with the right of exclusive possession of a unit in the building or buildings erected or to be erected on the lot under sub-clause (b) of Special Condition No. (22)*, and for the purpose of sub-clauses (a) to (i) of this Special Condition includes his successors-in-title and the mortgagee or chargee in respect of the unit;

(2) "unit" means a residential flat or unit in the building or buildings erected or to be erected on the lot and to which an undivided share or undivided shares of and in the lot has or have been allotted; and

(3) the expression "Grantee" excludes its assigns.

* For The Pinnacle: Special Condition No. (16)