樓盤資料
Hong Kong Housing Society ("Housing Society") Sandwich Class Housing Scheme

Notes to Purchasers

1. Payment Terms
   A Purchaser should bring along to the sales office of the Housing Society a cashier order for HK$200,000.00 payable to "HONG KONG HOUSING SOCIETY" to secure the deposit payable upon signing of the Provisional Agreement for Sale and Purchase. The amount for the deposit may be charged and will be notified of the change amount once the signing of the Provisional Agreement for Sale and Purchase.

2. Formal Agreement for Sale and Purchase
   A. The Purchaser shall in seven days from the date of signing the Provisional Agreement for Sale and Purchase (including the date of signing) Saturdays, Sundays and public holidays) and has signed and returned the final version of the Standard Agreement for Sale and Purchase, and two further deposits shall be paid. The second deposit shall be remitted by 10% of the Purchase Price on the day of the offer of the appointed solicitor.

B. If the final day for signing the forms Agreement for Sale and Purchase falls on a Sunday, a public holiday or any day on which telephone service is not available, the Purchaser shall be entitled to postpone the signing until the following day or, if a Bank Reconciliation Signa Warning is issued, the next business day, and the deposit shall be remitted by 10% of the Purchase Price on the day of the offer of the appointed solicitor.

C. In the event that the Purchaser fails to sign the formal Agreement for Sale and Purchase, the Housing Society shall be entitled to forfeit the deposit as a penalty of the contract. And to reject the deposit if the Purchaser does not show evidence of having a bank account or does not pay the deposit when notified by the Housing Society.

D. The sale and purchase of the Property shall be completed within 45 days from the date of signing the formal Agreement for Sale and Purchase unless the parties agree otherwise in writing. The sale and purchase shall be completed by the Purchaser.

3. Stamp Duty
   Stamp duty will be assessed on the full market value of the Property at the date of the Provisional Agreement for Sale and Purchase. A flat rate of 0.97 of the market value of the Property will be charged by the Stamp Duty Department.

4. Completion Date
   The sale and purchase of the Property shall be completed within 45 days from the date of signing the formal Agreement for Sale and Purchase unless the parties agree otherwise in writing. The sale and purchase shall be completed by the Purchaser.

5. Title
   A successful applicant must produce the Property selected by him or her with a clear title to the property.

6. Legal Costs and Liens
   The Purchaser shall bear the costs incurred in the completion of the Legal Costs and Liens. The Purchaser shall be responsible for the costs incurred in the completion of the legal costs.

7. Arrangement of Mortgage Finance and Mortgage Conditions
   A. After signing the Provisional Agreement for Sale and Purchase, the Purchaser may arrange mortgage finance with any bank or mortgagee. However, the Housing Society shall not be held liable for any mortgage finance arranged by the Purchaser.

   B. In case the Purchaser wishes to take up a mortgage from another bank or mortgagee, the Purchaser shall inform the Housing Society in writing before the signing of the Provisional Agreement for Sale and Purchase.

8. Resale Conditions
   All resale units are subject to certain terms and conditions, which are as follows:
   A. User - the units for sale are for residential purposes only and are for use by the user and the user's family members included in the user's category.

   B. Resale restrictions
      (i) The Purchaser shall not assign or otherwise dispose of the property, enter into assignment of purchase, transfer or mortgage his estate in the property, or assign or otherwise dispose of the property, or in any way create a charge or other security upon the property, without the written consent of the Housing Society.

   C. Transfer of ownership
      (ii) The transfer of ownership or the assignment of purchase shall be considered to be an assignment of the property, and the assignor and assignee shall be considered to be a Purchaser and a Sub-Purchaser, respectively.

   D. Termination of agreement
      (iii) The agreement shall be terminated if the Purchaser fails to complete the sale and purchase within the prescribed period.

   E. Payment of property tax
      (iv) The Purchaser shall pay all property tax and other duties and fees levied on the sale and purchase of the property.

   F. Transfer of ownership
      (v) The transfer of ownership or the assignment of purchase shall be considered to be a transfer of ownership, and the assignor and assignee shall be considered to be the owner and the sub-owner, respectively.

   G. Compensation
      (vi) The compensation for any breach of the agreement shall be the recovery of the Property Price and any other losses incurred by the Housing Society.

   H. Notice of termination
      (vii) The Housing Society shall have the right to terminate the agreement if the Purchaser fails to complete the sale and purchase within the prescribed period.

9. Completion with Government Grant
   The Purchaser must comply with all other terms and conditions and restrictions contained in the Government Grant in any transfer of disposal of interest in the Property in addition to the above-mentioned notices on sale and mortgage.

   Warning: Should any other matters or other reasons from the applicant or the government be subject to the agreement, the applicant should immediately notify the Government Grant and the Housing Society.

   Special Condition in the Government Grant relating to Re-sale Restriction
   3 year Restriction on Sale of Units by Owners
      (i) Except as provided in sub-paragraphs (ii) and (iii), this Special Condition, no owner shall dispose of any unit from the date of assignment to him, whether by disposal, mortgage, charge, assignment, or otherwise, without the written consent of the owner of the unit.

   (ii) An owner may dispose of the unit by mortgage or sale to a tenant, subject to a mortgage, or a charge, and shall be held in trust for the benefit of the owner of the unit.

   (iii) An owner may dispose of the unit by mortgage or sale to a tenant, subject to a mortgage, or a charge, and shall be held in trust for the benefit of the owner of the unit.

   Approved Mortgages
      (iv) An owner may dispose of the unit by mortgage or sale to a tenant, subject to a mortgage, or a charge, and shall be held in trust for the benefit of the owner of the unit.

   (v) An owner may dispose of the unit by mortgage or sale to a tenant, subject to a mortgage, or a charge, and shall be held in trust for the benefit of the owner of the unit.

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Sale of Units by Owner during the First 5 years

(1) 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 Grantor in writing, and the Grantor 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 commissions or expenses paid by the owner) at which it was originally sold to the owner under those Conditions (i.e.):

(a) any amount due of or to become due for periodical interest or otherwise under any mortgage charge of the unit or alternatively free from encumbrances;
(b) any amount certified by the Grantor as being the reasonable cost of making good any damages or deterioration to the unit;
(c) all arrears in respect of the unit up to but excluding the date of vacating possession of the unit to the Grantor; and
(d) all legal costs and other expenses, fees and stamp duty payable in respect of the assignment by the owner, or any of them, at the sole discretion of the Grantor.

(2) In the event that the Grantee shall be desirous of purchasing any unit offered to it under sub-clause (1) 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 a question 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 Grantor.

(3) In the event that the Grantor does not serve upon the owner a notice to purchase in accordance with sub-clause (1) of the 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 Grantor on behalf of the Government an amount equal to that proportion of the full market value, as assessed by the Grantor 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 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

(4) 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 Grantor on behalf of the Government an amount equal to that proportion of the full market value, as assessed by the Grantor and approved by the Director, 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.

(5) In assessing the amount to be paid by an owner under sub-clauses (4)(a) and (d) of this Special Condition, the Grantor shall require such owner (pay to the Grantor its administrative costs and expenses and to submit a valuation report on his unit prepared, at the expense of such owner, by a value chosen from a panel of values as may from time to time be determined by the Grantor with the approval of the Director, provided that such valuation report shall be used by the Grantor and the Director for reference only and shall not in any way be binding on the Grantor in its assessment of the amount payable by the owner under sub-clauses (4)(a) and (d) of this Special Condition. The Director may at his sole discretion accept the assessment submitted by the Grantor or make his own determination and his decision on the amount payable by the owner under sub-clauses (4)(a) and (d) of this Special Condition shall be final and conclusive.

(6) If the Grantee declines in an assignment of a unit that the unit is sold at a discounted price and the amount of the regular price behind such discount, the regular price, unless and until for the purpose of sub clause (1) of this Special Condition be otherwise fixed for the purpose of which the unit was originally sold to the owner.

(7) For the purpose of sub-clause (6) 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 Grantor of the time of the assignment by the owner shall be deemed to have paid an amount equal to the regular price at the time of the assignment to him.

(8) Notwithstanding anything herein contained to the contrary, the owner may, in conformity with all conditions (if any) imposed by the Grantor and subject to sub-clause (7) of this Special Condition, assign his unit or part thereof or his interests therein to his parents, spouse, children or siblings subject to the production of satisfactory documentary evidence of relationship without making payment under sub-clauses (6) and (7) of this Special Condition after such owner has first applied for and obtained a prior written approval from the Grantor who shall have sole and absolute discretion (subject to the Grantor complying with the guidelines therein) and a period of time be determined by the Secretary for Housing to approve or reject such application without giving reasons therefor.

(9) The prior written approval of the Grantor under sub-clause (8) of this Special Condition is given on condition 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 Grantor and shall contain such provisions as may be required by the Grantor;
(b) the unit of the owner or any part thereof shall be subdivided and the undivided share therein shall be deemed to have been assigned to the assignees by the Grantor and the Director on the day on which the said unit was assigned to that owner and sub-clauses (6) to (7) 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 Grantor in approving the assignment and the legal costs incurred by the Grantor in approving the form mentioned in sub-clause (8) of this Special Condition.

(10) Any notice to be served by the Grantor to the owner under sub-clause (8) of this Special Condition shall be sufficiently served on the owner if delivered to the owner by post or left addressed to 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.

(11) Having purchased a unit offered to it under sub-clause (9) of this Special Condition, the Grantor shall thereafter sell such unit to a person or persons who qualify for assisted housing at such price to be fixed by the Grantor 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 Grantor has assigned 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 (1) of this Special Condition, relating to that section or sections, and for the purpose of sub-clauses (6) and (7) of this Special Condition includes his successors and assigns and the mortgagee in possession 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 in which an undivided share or undivided shares of and in the lot has or have been allotted and

(3) the expression “Grantee” includes its assignees.

In this Special Condition, “Grantee” means Hong Kong Housing Society.

After the above reference only. All references in Government report should be to Government-owned units.
1. **Meaning of Saleable Area**

This means the floor area exclusively allocated to the unit, including balconies and verandahs but excluding common areas such as stairs, lift shafts, lobbies and communal toilets.

2. **Definition of Saleable Area (實用面積) in the Formal Agreement for Sale and Purchase**

"Saleable Area" means:

(i) in relation to a unit enclosed by walls, the floor area of such unit (which shall include the floor area of any balconies and verandahs), measured from the exterior of the enclosing walls of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but shall exclude the common parts outside the enclosing walls of such unit. Provided that if any of the enclosing walls abut onto a common area, then the whole thickness of the enclosing walls which so abut shall be included;

(ii) in relation to any cockloft, the floor area of such cockloft measured from the interior of the enclosing walls of such cockloft;

(iii) in relation to any bay window which does not extend to the floor level of a unit, the area of such bay window measured from the exterior of the enclosing walls or glass windows of such bay window and from the point where the bay window meets the wall dropping to the floor level of a unit but excluding the thickness of such wall;

(iv) in relation to any carparking space, the area of such carparking space measured from the interior of its demarcating lines or enclosing walls, as the case may be;

(v) in relation to any yard, terrace, garden, flat roof or roof, the area of such yard, terrace, garden, flat roof or roof measured from the interior of their boundary lines, and where the boundary consists of a wall, then it shall be measured from the interior of such wall;

Where the Property consists of any of the above-mentioned items, the Saleable Area of each of such items shall be specified and described separately in the Agreement for Sale and Purchase.

3. **Method of Measurement**

The Royal Institution of Chartered Surveyors (Hong Kong Branch) and the Hong Kong Institution of Surveyors jointly with The Consumer Council advise the adoption of the following method of measurement of Saleable Area of premises when dealing with properly matters in Hong Kong.

The Saleable Area shall be measured from:

(i) the exterior of the enclosing walls of the units;

(ii) the middle of the party walls between two units.

It shall include the internal partitions and columns within the unit, but shall exclude the common parts outside the enclosing walls of such unit. If the enclosing wall abuts a common area, then the whole enclosing wall shall be included. If the unit abuts a light well or lift shaft, measurement shall be taken from the exterior of the enclosing walls facing the light well and/or lift.
香港房屋協會
HONG KONG HOUSING SOCIETY

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