樓盤資料 (第二版)
1. Payment Terms
A purchaser should bring to the sales office of the Housing Society a cashier order for HKD $100,000 or more payable to "HONG KONG HOUSING SOCIETY" to entitle the deposit payable upon signing of the Provisional Agreement for Sale and Purchase. The amount for the deposit may be changed and purchasers will be notified of the change in writing prior to the signing of the Provisional Agreement for Sale and Purchase.

2. Formal Agreement for Sale and Purchase
A. The purchaser shall within seven days from the date of signing the Provisional Agreement for Sale and Purchase (including the date of signing), Saturdays, Sundays and public holidays shall sign the Formal Agreement for Sale and Purchase and shall pay the estimated stamp duty and the further deposit balance of the deposit equal to 15% of the Purchase Price at the office of the appointed solicitors.

B. If the last day for signing the formal Agreement for Sale and Purchase falls on a Sunday, a public holiday or a day on which no opinion is held or a Black Rainstorm Signal Warning is issued at any time between 9:00 am and 5:00 pm, the signing of the formal agreement for Sale and Purchase shall be automatically postponed to the immediately following day which is a Sunday or a public holiday and on which no opinion is held or a Black Rainstorm Signal Warning is issued at any time between 9:00 am and 5:00 pm.

C. In the event that the Purchaser failed to sign the formal Agreement for Sale and Purchase, the Housing Society shall be entitled to retain as liquidation of the contract a deposit or part of the deposit paid by the Purchaser. In the event that the Purchaser failed to complete the purchase of the Property, the Purchaser shall be entitled to a refund of the deposit paid on the date of signing the formal Agreement for Sale and Purchase.

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, with a certain discount (subject to the final decision of the Stamp Office).

4. Completion Date
The sale and purchase of the Property shall be completed within 45 days from the date of signing the Provisional Agreement for Sale and Purchase where the balance of the Purchase Price shall be paid by the Purchaser.

5. Title
A successful applicant must purchase the Property, together with his or her spouse or parent with his/her family members included in the application, joint tenancy.

6. Legal Costs and Disbursements
The Purchaser shall bear all legal disbursements for the formal Agreement for Sale and Purchase, the Assignor, the Landowner, the Judicial Capital, the Supplemental Deed or Multiple Capitalation and the Management Agreement (if any), including the cost of certified copies of all deeds and documents for the Property, plan fees, registration fees, stamp duty, etc. However, in the event that the Purchaser instructs a separate firm of solicitors to represent him/her, the Housing Society and the Purchaser shall respectively bear their own legal fees in respect of the formal Agreements for Sale and Purchase and the Assignor and the Solicitor for the Purchase, plan fees, registration fees, stamp duty, and all other costs that may necessarily be borne by the Purchaser solely.

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/financial institution that has given an undertaking to the Housing Society to adopt the standard loan charge form submitted by the Housing Society to assist them in making the provision of mortgage finance. List of banks and institutions that have given undertaking to the Housing Society to adopt the standard loan charge form (as submitted by the Housing Society) has already been provided to the Purchaser.

B. In the event of the Purchaser seeking to obtain a Home Owners Mortgage from the Housing Society, the Housing Society shall be entitled to refuse the application at its sole discretion without explanation.

C. All legal costs, expenses, and other charges chargeable by the bank/financial institution or their solicitors in connection to any mortgage finance shall be paid by the Purchaser solely.

8. Resale Conditions
All residential units are sold subject to certain terms and conditions, which include, among others, the following:

A. User - the units for sale are for residential purposes only and are to be used as the residence of the Purchaser and his/her family members included in the application.

B. Resale restrictions
(1) The Purchaser shall retain and give effect to the terms of the Resale Agreement entered into with the Housing Society to the extent specified in the Resale Agreement.

(2) All the Residential Units sold are subject to the Resale Agreement, which is append to this document.

C. If the Purchaser wishes to resell the Property after the execution of the assignment, the Purchaser shall comply with the terms and conditions stated in the Resale Agreement.

9. Compliance with Government Grant
The Purchaser must comply with all other terms, conditions and restrictions contained in the Government Grant in any transaction or disposer of his interest in the Property in addition to the above-mentioned restrictions on sale and mortgage.

Wiring: Should an applicant sell the Property, it is the applicant's responsibility to ensure that the full market value of the Property is recovered in the transaction, including all interest paid on the Government Grant.

Special Condition in the Government Grant relating to Resale Restriction
5-year Restriction on Sale of Units by Owners
By: (insert as provided in Schedule G7) (insert as provided in Schedule H7) (insert as provided in Schedule I7) (insert as provided in Schedule J7) (insert as provided in Schedule K7) (insert as provided in Schedule L7) (insert as provided in Schedule M7) (insert as provided in Schedule N7) (insert as provided in Schedule O7) (insert as provided in Schedule P7) Approved Mortgage(s)

An owner may sell his unit after a period of 5 years from the date of the assignment to the owner of the Residential Unit, which is subject to the terms and conditions stated in the Resale Agreement and the Government Grant.
Sale of Units by Owner during the First 5 years

(4) (a) In the event that any owner shall be desirous of selling or otherwise disposing of 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 expenses incurred) paid by the owner at which it was originally sold to the owner under these Conditions, less:

(i) any amount due to become due for principal and interest otherwise under any mortgage or charge of the unit or alternatively free from incumbrances;
(ii) any amount certified by the Grantee as being the reasonable cost of making good any damage or deterioration to the unit;
(iii) 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
(iv) all legal costs and other expenses, fees and stamp duty payable in respect of the assignment by the owner, or on the sale at the sole discretion of the Grantee.

(b) In the event that the Grantee shall be desirous of purchasing any unit offered to it under sub-clause (a)(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 that he will purchase the unit at the same price, less any amount due to him under sub-clause (a)(i), at which the unit was sold to the owner under these Conditions, less:

(i) any amount due to become due for principal and interest otherwise under any mortgage or charge of the unit or alternatively free from incumbrances;
(ii) any amount certified by the Grantee as being the reasonable cost of making good any damage or deterioration to the unit;
(iii) 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
(iv) all legal costs and other expenses, fees and stamp duty payable in respect of the assignment by the owner, or on the sale at the sole discretion of the Grantee.

(5) In the event that the Grantee does not serve upon the owner a notice to purchase in accordance with sub-clause (a)(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 date 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

(6) 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, 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 as that 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.

(7) In assessing the amount to be paid by an owner under sub-clauses (c)(ii) and (d)(i) 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 the 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-clause (c)(ii) 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)(ii) and (d)(i) 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)(ii) and (d)(i) 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)(ii) and (d)(i) 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)(ii) and (d)(i) of this Special Condition.

(8) (i) If the Grantee declines 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 indicated shall be the price at which the unit was originally sold to the owner.

(9) (a) In the event that the Grantee declines 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 indicated shall be the price at which the unit was originally sold to the owner.

(b) For the purpose of sub-clauses (f)(ii) and (f)(iii) 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 or transfer which was 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.

(c) No notice or anything herein contained to the contrary, no owner may in conformity with all conditions of any imposed by the Grantee and subject to sub-clause (g)(ii) of this Special Condition, assign his unit or part thereof of his interest therein to his parents, spouse, children or siblings subject to the production of satisfactory documentary evidence of such relationship without making payment under sub-clause (f)(ii) of this Special Condition after such owner has first 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 requirements herein (if any) from time to time set down by the Secretary for Housing or the Secretary for Works or any successor in that behalf thereunder.

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

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

(ii) the said assignment to the parents, spouse, children or siblings of that owner shall not be executed until such time as possession of the unit shall have been transferred to the assignees (as defined in the Grantee and sub-clause (g)(ii)(b) of this Special Condition shall apply to the assignees accordingly and if the said assignment and the assigns shall bear all the costs of such assignment including the administration 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)(b) of this Special Condition.

(e) Any notice to be served by the Grantee on the owner under a sub-clause (c)(ii) 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 it is posted in due course of post it would have been deemed described at the address to which it was sent.

(f) Having purchased a unit offered to it under sub-clause (c)(ii) of this Special Condition the Grantee shall, if necessary, 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'

(1) For the purpose of this Special Condition:

(i) "Owner" means a person to whom the Grantee has assigned or agreed to assign an undivided share or undivided shares of any of the flats together with the rights of exclusive possession of a unit in the building or buildings awarded or to be awarded on the let under sub-clause (b)(ii) of Special Conditions referring to some of the persons referred to in the last sentence of sub-clause (b)(ii) of Special Conditions including his successors-in-title and the mortgagee or chargee in respect of any of the units;

(ii) "unit" means a residential flat or unit in the building or buildings awarded or to be awarded on the let under sub-clause (b)(ii) of Special Conditions including his successors-in-title and the mortgagee or chargee in respect of any of the units;

(iii) "title" means a residential flat or unit in the building or buildings awarded or to be awarded on the let under sub-clause (b)(ii) of Special Conditions including his successors-in-title and the mortgagee or chargee in respect of any of the units.

(iv) The expression "Grantee" excludes its engee.

In the Special Condition, "Grantee" means Hong Kong Housing Society.
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 abuts 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, 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 property 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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