

Resale of Green Form Subsidised Home Ownership Scheme Flats of Ching Fu Court and Dip Tsui Court Application Guide

Before filling in the application form, applicants should read carefully the Invitation Letter of Express Flat Allocation Scheme (2023) – cum - Resale of Green Form Subsidised Home Ownership Scheme Flats of Ching Fu Court and Dip Tsui Court and Application Guide of Express Flat Allocation Scheme (2023) (EFAS (2023)) to understand the eligibility criteria, application details and priority for flat selection. Applicants who apply for the Resale of Green Form Subsidised Home Ownership Scheme Flats of Ching Fu Court and Dip Tsui Court (this sale exercise) must read the Application Guide of this sale exercise (this Application Guide) to understand the arrangements for flat purchasing. Once the applicants submit the application form of this sale exercise, it represents that they and their family member(s) listed in the application form understand the application requirements and agree to comply with the relevant regulations.

Those who have purchased a flat or have obtained a loan or subsidies under subsidised home ownership schemes, as well as their spouses are not eligible to apply for this sale exercise, please refer to paragraph 2 of this Application Guide for details.

After submitting the application form, please keep this Application Guide for future reference.

1. Eligibility Criteria

- 1.1 **The applicant and/ or all household(s) listed in the Public Rental Housing (PRH) application must meet the eligibility criteria of the application for EFAS (2023). Please refer to the Invitation Letter of Express Flat Allocation Scheme (2023) – cum - Resale of Green Form Subsidised Home Ownership Scheme Flats of Ching Fu Court and Dip Tsui Court, Application Guide of EFAS (2023) and this Application Guide for details.**
- 1.2 **The applicant must be at least 18 years old on the closing date of application and must become the owner of the flat purchased.**
- 1.3 **The applicant and/ or all household(s) listed in the PRH application must meet the eligibility criteria of the application for EFAS (2023) and this sale exercise from submission of the application form up to the date of signing the Agreement for Sale and Purchase (ASP) for the purchase of a flat of this sale exercise.** Those who are found ineligible will have their applications cancelled immediately, and the application fee paid is non-refundable and non-transferrable.
- 1.4 The applicant and/ or all household(s) listed in the PRH application has not received housing subsidies described in paragraph 2 below.
- 1.5 Those who were unsuccessful in previous applications for subsidised housing schemes under the Hong Kong Housing Authority (HA), the Hong Kong Housing Society (HKHS) or the Urban Renewal Authority (URA) may apply, provided that they meet the eligibility criteria.

2. Ineligible Applicants

- 2.1 Those who have purchased a flat or have obtained a loan or subsidies under the following subsidised home ownership schemes, as well as their spouses (including the spouses of purchasers and loan/ subsidies receivers who were unmarried at that time). Even if the relevant owner/ borrower has sold the flat or repaid the loan, he/ she, as well as his/ her spouse, are not eligible to apply:
 - (a) Home Ownership Scheme (HOS);
 - (b) Private Sector Participation Scheme (PSPS);
 - (c) Green Form Subsidised Home Ownership Pilot Scheme/ Green Form Subsidised Home Ownership Scheme(GSH);
 - (d) Middle Income Housing Scheme (MIHS) (Melody Garden);

- (e) Mortgage Subsidy Scheme (MSS);
 - (f) Buy or Rent Option (BRO);
 - (g) HOS Secondary Market Scheme (SMS)/ Interim Scheme (2013 & 2015)/ White Form Secondary Market Scheme (WSM);
 - (h) Home Purchase Loan Scheme (HPLS)/ Home Assistance Loan Scheme (HALS);
 - (i) Tenants Purchase Scheme (TPS) ;
 - (j) Any subsidised housing schemes administered by the HKHS (including Subsidised Sale Flats Projects, Flat-for-Sale Scheme (FFSS), FFSS Secondary Market Scheme, Sandwich Class Housing Scheme and loan/ subsidies under any subsidised housing schemes); and
 - (k) Any subsidised housing schemes administered by the URA.
- 2.2 Within two years after the date of execution of the Deed of Assignment for the purchase of a flat under paragraph 2.1, the crucial members (Note 1) are not eligible to apply (unless they get married or are permitted to receive the housing benefits provided by their employers). Other family members will not be bound by this restriction provided that they meet the eligibility criteria.
- 2.3 Member of the Civil Servants' Co-operative Building Society or any housing scheme of a similar nature or a lessee under any Government Built Housing Scheme (PRH tenants are exempted from this requirement).
- 2.4 Kowloon Walled City clearerees who have received the Government compensation set at HOS price level and who have opted to make self-arrangement for accommodation and their spouses listed on the clearance register (including the spouses of the clearerees who were unmarried at the time of receiving the compensation).
- 2.5 Clearerees who had opted to receive cash allowance/ ex-gratia payment granted by the HA/ HKHS/ URA / Lands Department in lieu of any form of PRH or Interim Housing (IH), are not allowed to apply within two years after the date of receipt of the allowance/ ex-gratia payment.
- 2.6 Qualified households affected by land resumption and clearance required under the Hong Kong section of Guangzhou-Shenzhen-Hong Kong Express Rail Link project and the Liantang/ Heung Yuen Wai Boundary Control Point and Associated Works, who had chosen the "ex-gratia cash allowance-only" option shall not apply within three years after the receipt of the allowance.
- 2.7 **The HA reserves the right to reject applications after scrutiny, and the application fees will not be refunded.**

3. Applying for Other Subsidised Housing Schemes at the Same Time

Should the applicant and/ or all household(s) listed in the PRH application:

- 3.1 Also apply for other subsidised housing schemes and more than one applications are successful, they can only opt for one of the schemes and all other application(s) has/ have to be cancelled.
- 3.2 **Successfully purchased a flat under other subsidised housing schemes or accepted the PRH offer or selected a flat at EFAS (2023), their application for this sale exercise will be cancelled immediately. Even if they have cancelled the ASP of that flat or given up the selected flat at EFAS (2023), their eligibility for purchasing a flat under this sale exercise cannot be reverted. If the PRH application has been verified as eligible for PRH and the application is ready for allocation (except for frozen cases), joining this sale exercise will not affect the chance of being allocated a flat under the normal queue. (Note 2) (Please refer to paragraph (13) of the Application Guide of EFAS (2023))**

Note 1: A crucial member is a member, other than the owner, listed in the application to fulfill the eligibility criteria of the minimum number of two persons for family applicants.

Note 2: It is thus possible that offer letter will be issued under his/her normal PRH application, inviting the applicant to complete the intake formalities (including final offer) during this sale exercise. If the applicant refuses the offer, his/her application of this sale exercise will not be affected provided that he/she still holds valid chance of housing offer(s). If the applicant refuses to accept the final offer leading to cancellation of his/her PRH application, his/her application of this sale exercise will be cancelled accordingly.

- 3.3 Successfully acquired a flat under other subsidised housing schemes by **individual family member(s)** and who become owner(s) or member(s) of the acquired flat, he/ she/ they is/ are required to delete his/ her/ their name(s) from the application under this sale exercise. Accordingly, the HA will re-assess the eligibility of applicants under the application and the priority for flat selection.
- 3.4 Successfully acquire a flat under this sale exercise through signing of an ASP of a GSH flat, the application(s) for PRH (including IH) from the applicant and all household(s) listed in the PRH (including IH) application will be cancelled and no PRH flat will be allocated.

4. Payment of Application Fees

- 4.1 The application fee is **HK\$270**.
- 4.2 For online application, applicants are required to pay the application fee by a valid credit card (VISA, MasterCard, JCB or UnionPay) of the applicant or another person or via Faster Payment System (FPS).
- 4.3 For application by post/ by hand, applicants are required to pay the application fee at the time of submitting the application form under this sale exercise by a crossed cheque (**the cheque can be issued by applicants or other persons**) or cashier's order.
- 4.4 The cheque or cashier's order should be made payable to "**HONG KONG HOUSING AUTHORITY**". **The HKIC number and contact telephone number of the applicant should be written at the back of the cheque or cashier's order.** Please make reference to Annex (Template) of this Application Guide.
- 4.5 **Payment at convenience store, post-dated cheque, cash, gift cheque, postal order and electronic cheque will not be accepted. Application fee paid is non-refundable and non-transferrable. If the cheque or cashier's order is dishonoured for whatever reason, the application will be cancelled automatically.**

5. Change in Particulars of the Information Submitted or PRH Application

Applicants should update any changes of their family size or particulars (e.g. addition or deletion of family member, change of marital status, change of applicant, or change of the intention to join 'Harmonious Families Priority Scheme') to HD's Applications Sub-section in writing before the flat selection procedures because such updated information will affect the eligibility of the application, the order of priority for flat selection and the date for flat selection, etc. Under normal circumstances, requesting HD's Applications Sub-section for addition or deletion of family members during flat selection will not be entertained by GSH Sales Unit. Therefore, the applicant must complete the formalities for information update before flat selection. Whether the applicant will complete the purchase of the selected flat will be subject to his/her fulfillment of the eligibility vetting or review for PRH. Should there be any changes in the personal particulars or family circumstances which render them ineligible, the application will be cancelled and the HA and the HD shall not be responsible for any loss or claims arising therefrom. The application fees paid will not be refunded and cannot be transferred to other parties. (Please refer to paragraph (7) of the Application Guide of EFAS (2023)).

6. Arrangement for Flat Selection

- 6.1 Flat selection for EFAS (2023) and this sale exercise will be carried out separately. Flat selection for EFAS (2023) will be held at Housing Authority Customer Service Centre (Address: 3 Wang Tau Hom South Road, Lok Fu, Kowloon), and flat selection for this sale exercise will be held at office of the GSH Sales Unit (Address: 1/F, Pioneer Place, 33 Hoi Yuen Road, Kwun Tong, Kowloon). Flat Selection Notifications for EFAS (2023) and this sale exercise will be sent to applicants separately.
- 6.2 Should an applicant apply for both EFAS (2023) and this sale exercise, he/ she can only select a flat in one of the scheme/ exercise. Once an applicant has successfully selected a flat in EFAS (2023)/ this sale exercise, the application for the other scheme/ exercise will be cancelled immediately. Even if he/ she has given up the selected flat at EFAS (2023) or cancelled the ASP of that flat, the application for the other scheme/ exercise cannot be reverted. (Please refer to paragraph (12) of the Application Guide of EFAS (2023)).
- 6.3 The sales brochures and price lists of Ching Fu Court and Dip Tsui Court are available from office of the GSH Sales Unit (Address: 1/F, Pioneer Place, 33 Hoi Yuen Road, Kwun Tong, Kowloon) (nearer to Exit B3, Kwun Tong MTR station) and the HA/ HD designated websites seven days before the flat selection period of this sale exercise.

- 6.4 The HA will offer to sell the flats that are covered in a price list. The HA has the absolute right to withdraw from the sale of any flat at any time during the sales period.
- 6.5 **The HA will invite applicants according to the priority of flat selection stated in paragraph (1) of the Application Guide of EFAS (2023) for flat selection of GSH flat in the office of GSH Sales Unit at the specified time by batches.**
- 6.6 **Since Flat Selection Notification is sent out before the flat selection date, the HA and HD do not guarantee that flats will be available for selection by the time the applicants show up at the appointed time. If all flats are selected, the flat selection appointment arranged for them will be withheld. Please pay attention to the latest sale status.**
- 6.7 Applicants who fail to keep their appointment as set out in the Flat Selection Notification will lose their eligibility for flat selection and their flat selection priority will be taken up by others lower in the queue. The application fee paid will not be refunded. If an applicant needs to change his/ her appointment (the appointment can only be postponed but cannot be advanced), he/ she has to seek the GSH Sales Unit's prior approval in writing. Change of appointment can only be effected upon approval, the applicant's order of priority for flat selection will be deferred accordingly. The HA and HD will not guarantee that there will be available flat for selection after change of the appointment.
- 6.8 During individual flat selection sessions on the flat selection days, after registration of all applicants, the attending applicants will be listed according to their flat selection priority. They will then be arranged to enter the flat selection room accordingly. Applicants should take note of the latest information on flats available for selection displayed at the screens of the GSH Sales Unit. For all applicants who have been arranged to enter the flat selection room, selection of flat is on "first select first served" basis (subject to acknowledgement by computer). The selected flat, once confirmed by applicants, cannot be changed. Applicant who has been confirmed eligible for PRH normally has to sign the ASP within the same day.
- 6.9 The applicant and the joint owner (if any) should have the mental capacity (if necessary, the HA may require the concerned person(s) to provide a recent medical proof) to understand the nature and effect of all application documents relating to this sale exercise and legal documents, such as the ASP/ Deed of Assignment of flat and so on, which he/ she signs.
- 6.10 If an applicant or any family member who intend to become a joint owner is not able to turn up in person to complete the relevant formalities, he/ she is required to obtain prior written approval from the GSH Sales Unit and sign a valid Power of Attorney at a solicitor firm to authorise a family member aged 18 or above listed in the PRH application to complete the purchase on his/ her behalf. If the applicant is the only person listed in the PRH application, he/ she may authorise a relative to complete the purchase on his/ her behalf, provided that the authorised person is aged 18 or above and is holding a valid Power of Attorney. Applicants shall submit a written application to GSH Sales Unit as early as possible before the date of flat selection so as to avoid delay in completing the purchase formalities due to the time required to process relevant documents. Applicants need to bear and be responsible for all the fees required for obtaining the Power of Attorney.
- 6.11 If an applicant turns up at the GSH Sales Unit at the appointed time but fails to select a flat while stock still lasts, he/ she will be deemed as giving up his/ her chance of flat selection. The applicant will not be given another chance for flat selection again. The application fee paid will not be refunded.
- 6.12 If the applicant's eligibility for PRH has yet to be verified after the flat selection, the HD's Applications Sub-section will immediately make an appointment for the detailed vetting interview with the applicant. In general, the interview will be conducted within one month, counting from the date of flat selection. If the applicant (and the authorized person who attended the flat selection session on behalf of the applicant) fails to make the appointment date of the detailed vetting interview right after the flat selection, the application for this sale exercise will be immediately cancelled and the selected flat will not be reserved. The application fee paid will not be refunded. Based on the principle of optimising public housing resources, the HD's Applications Sub-section will not consider the requests of the applicant (and the authorized person) for postponing the interview for more than two months, counting from the date of selection of the flat under this sale exercise. The applicant and his/her family member(s) reaching the age of 18 (if any) included in the PRH application must attend an interview at the office of HD's Applications Sub-section as scheduled and complete the required procedures in person; otherwise, the application for this sale exercise will be cancelled and the selected flat will not be reserved. The application fee paid will not be refunded.

- 6.13 Applicant who has been confirmed eligible for PRH will receive the “Notice of signing ASP” in about two weeks from the date of letter of confirming his/ her eligibility for PRH or the flat selection date (whichever is the latter). He/ She and/ or any family member who intend to become a joint owner is required to bring along a cashier’s order in the sum of not less than 5% of the purchase price for the deposit and other required documents, to sign the ASP at the office of GSH Sales Unit on the date specified in the “Notice of signing ASP” in person. Should an applicant who has selected a flat or any family member who intend to become a joint owner fail to turn up at the GSH Sales Unit to sign the relevant ASP within the specified time, he/she will be deemed as giving up the selected flat and the flat shall be taken back. The applicant concerned will not be given another chance for flat selection. The application fee paid will not be refunded.
- 6.14 Applicant who failed the detailed vetting of PRH application or his/ her flat selection priority is affected by any changes of family composition (e.g. from family applicant to one-person applicant), the selected GSH flat under this sale exercise will be recovered. The application fee paid will not be refunded. The HA and the HD may invite the remaining applicants to select the recovered GSH flats according to their priority of flat selection.
- 6.15 After the execution of the ASP of a GSH flat of this sale exercise, if the purchaser is proved to be ineligible, the ASP of the flat signed will be cancelled and all fees and charges paid (including deposit) in respect of the application/ purchase will not be refunded.
- 6.16 Arrangement of flat selection is subject to relevant sale arrangement issued by the HA from time to time. In case of dispute, the HA’s decision shall be final.

7. Ownership Arrangement

- 7.1 The applicant must become the owner of the flat purchased. The applicant, however, may choose to share the ownership with one of the adult family members listed in the PRH application provided that the ownership is in the form of joint tenancy not inheritable by a third party. This family member is required to turn up in person with the applicant at the GSH Sales Unit for completion of necessary formalities.
- 7.2 If an applicant or any family member who intend to become a joint owner is not able to turn up in person to complete the relevant formalities, he/ she is required to obtain prior written approval from the GSH Sales Unit and sign a valid Power of Attorney at a solicitor firm to authorise a family member aged 18 or above listed in the PRH application to complete the purchase on his/ her behalf. If the applicant is the only person listed in the PRH application, he/ she may authorise a relative to complete the purchase on his/ her behalf, provided that the authorised person is aged 18 or above and is holding a valid Power of Attorney. Applicants need to bear and be responsible for all the fees required for obtaining the Power of Attorney.

8. Paying Purchase Price and Obtaining Legal Title to the Flats

- 8.1 Before the signing of the ASP, all purchasers are urged to appoint a firm of solicitors of their choice to advise them on matters relating to the purchase of a GSH flat, such as alienation restrictions, stamp duties, etc., and to act for them in relation to their purchase of the flat. The firm of solicitors will be able to give advice to them at every stage of the purchase. Although the purchasers will sign the ASP before the staff of the HA, the staff will only interpret the contents of the ASP to the purchasers and attest their signing of the ASP. The staff will not give the purchasers any legal advice on the ASP or any other matters in connection with the transaction.
- 8.2 The purchaser of a GSH flat must, at the time of signing the ASP at the GSH Sales Unit, bring along with him/ her a cashier’s order in the sum of not less than 5% of the purchase price for paying the deposit.
- 8.3 For completed building(s), the HA or HA’s appointed solicitors shall within 28 days after the date of signing the ASP notify the purchasers in writing in relation to the completion of sale and purchase. The purchasers shall complete the remaining conveyancing formalities and pay the balance of the purchase price within 14 days after the date of such notice or such other date as specified in the notice.

- 8.4 If the price of the GSH flat is over one million dollars, purchasers must appoint a separate firm of solicitors of their choice to act for them in relation to the transaction. Such firm of solicitors should not be the firm of solicitors appointed by the HA for the concerned flat. If the price of the GSH flat does not exceed one million dollars, purchasers may either appoint a separate firm of solicitors of their choice to act for them in relation to the transaction; or appoint the HA's appointed solicitors to act for them in relation to the transaction.
- (a) If the purchaser appoints a separate firm of solicitors to act for them in relation to the transaction, that firm of solicitors will be able to give independent advice such as alienation restrictions, stamp duties, etc. to the purchasers at every stage of the purchase. The purchasers have to pay the legal costs and expenses of their own solicitors. Purchasers are required to notify the HA the name and contact details of their appointed solicitors within reasonable time before completion or other time to be specified by the HA.
 - (b) If the price of the flat does not exceed one million dollars, the purchasers can appoint the HA's appointed solicitors to act for him/her for the completion of sale and purchase of the flat. The HA's appointed solicitors for the flat will be acting jointly for the HA and the purchasers under such arrangement. If a conflict of interest arises between the HA and the purchasers, the HA's appointed solicitors may not be able to protect the purchasers' interests. For this type of joint representation cases, the purchasers are required to pay all legal costs and expenses of the solicitors for the completion of the sale and purchase.

9. Mortgage Arrangement

- 9.1 Purchasers should assess their own financial capability and eligibility for mortgage (if applicable) before entering into purchasing formalities. After signing the ASP, a purchaser requiring a mortgage loan to pay the balance of the purchase price should apply to a bank or financial institution on the approved list (participating bank or financial institution), which is available from the GSH Sales Unit, for a mortgage loan on special concessionary terms specified by the HA; and the mortgage conditions are subject to final approval by the participating bank or financial institution concerned. The participating bank or financial institution have entered into a Deed of Guarantee (DoG) (Note 3) with the HA. Some of the mortgage terms are as follows:
- (a) loan amount not exceeding the balance of the purchase price after deposit;
 - (b) maximum repayment period of 25 years; and
 - (c) interest rate (Note 4) at a maximum of the Best Lending Rate quoted by the participating bank or financial institution concerned minus 0.5% per annum.

If the purchaser wishes to mortgage with other bank or financial institution which has not entered into a DoG with the HA, the purchaser is required to obtain prior approval from the Director of Housing for such mortgage arrangement. The purchaser is reminded to allow sufficient time to apply to the HD for processing of the relevant approval in order to avoid any possible delay in the mortgage arrangement and an administrative fee is required for the concerned application. Please contact the bank or financial institution concerned for enquiries on mortgage arrangement directly.

- 9.2 A purchaser may also obtain a loan to cover the balance of the purchase price under a mortgage from his/ her employer who offers a bona fide staff housing mortgage loan scheme provided that prior approval from the Director of Housing is obtained.
- 9.3 Except with the approval of the Director of Housing, the purchaser shall not use the flat purchased to secure any other form of mortgage financing or refinancing, including increasing the amount of the mortgage loan. For details, please contact the GSH Sales Unit.

Note 3 : As provided in the applicable DoG, the maximum guarantee period for flats under the HOS and GSH is 30 years counting from the date of their first assignment, while the maximum guarantee period for TPS flats is 25 years from the date of first assignment of the TPS flats.

Note 4 : Starting from 1 November 2022, participating banks or financial institutions may offer a mortgage plan that makes reference to the Hong Kong Interbank Offered Rate to their existing mortgagors, present owners and new purchasers of Subsidised Sale Flat Scheme flats in the primary market and under the Secondary Market Scheme, in addition to mortgage plan that makes reference to the Best Lending Rate. Please contact the participating banks or financial institutions for details.

- 9.4 If the purchaser, who has mortgaged the flat purchased to a participating bank or financial institution, defaults on mortgage payments before paying off the mortgage loan, the participating bank or 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 participating bank or financial institution will, pursuant to the DoG, make a claim against the HA for the payment of all the above arrears that the purchaser owes. The HA shall then under the DoG pay the same to the participating bank or financial institution. In relation to the payments made by the HA to the participating bank or financial institution, the HA will then recover such payments and the interest from the purchaser.

10. Fees and Charges to be Paid Upon Purchasing a Flat

- 10.1 The purchaser, when completing the formalities of purchasing a flat, is required to pay fees including but not limited to the following:
- (a) All stamp duties payable (Note 5);
 - (b) Registration fees for registration of the deeds in the Land Registry;
 - (c) Legal costs:
 - (i) If the purchaser appoints a separate firm of solicitors of his/ her choice to act for him/ her in relation to the sale and purchase of the GSH flat, he/ she has to pay the legal costs and expenses of his/ her solicitors;
 - (ii) If the price of the GSH flat does not exceed one million dollars, the purchaser can appoint the HA's appointed solicitors to act for him/ her for the completion of sale and purchase of the GSH flat. For this type of joint representation cases, the purchaser has to pay the solicitor the legal cost and expenses to be agreed between the purchaser and the solicitor. (Note: The HA's appointed solicitors for the GSH flat will be acting jointly for the HA and the purchasers under such arrangement. If a conflict of interest arises between the HA and the purchaser, the HA's appointed solicitors may not be able to protect the purchaser's interests);
 - (d) The fees for certified copies of the deeds (including the Government lease, the Deed of Mutual Covenant and other relevant title deeds);
 - (e) In the event of the purchaser failing to complete the transaction by the specified date in accordance with the ASP, the HA shall, without prejudice to any other remedy, be entitled to demand and receive from the purchaser payment of interest on the balance of the purchase price at the rate of 2% per annum above the Best Lending Rate as announced by the Hongkong and Shanghai Banking Corporation Limited;
 - (f) Debris removal fee (if any), decoration deposit (if any) and special fund (if any); and
 - (g) Management fee, management fee deposit, advance payments of management fees (if any) and the levy payable (if any) and penalty (if any) as prescribed by the Property Management Services Authority.
- 10.2 If the purchaser requires a mortgage loan to finance the purchase of the flat, he/ she is also required to pay:
- (a) The fee for registration of the mortgage deed in the Land Registry; and
 - (b) Legal costs of the solicitors acting for the bank or the financial institution offering the loan for the mortgage arrangements. (Note: If the bank or the financial institution appoints also the HA's appointed solicitors to handle the mortgage arrangements, the solicitors will charge the purchaser a separate fee.)

Note 5 : The HA is not responsible for stamp duties related matters. The stamp duty for a flat under the GSH is collected by the Stamp Office under the Inland Revenue Department basing on the market value of the GSH flat for stamp duty purpose assessed by the Rating and Valuation Department. Stamp duty is not assessed basing on the initial market value or purchase price of the GSH flat. Purchasers may consult their appointed solicitors for matters related to stamp duty of the GSH flat. Purchasers may call the Stamp Office of Inland Revenue Department at 2594 3202 or browse its website (www.ird.gov.hk/eng/faq/index.htm) for details.

11. Special Restrictions on Purchasers and Their Family Members

All the flats sold under this sale exercise are subject to certain conditions. The main conditions are-

- 11.1 **Application for other housing subsidies** – successful flat purchasers and their spouses (including the spouses of the purchasers who were unmarried at the time) under this sale exercise will be debarred from all subsidised housing schemes administered by the HA, the HKHS or the URA in future.
- 11.2 If the purchaser and/ or family members listed in the PRH application is/ are on the household record of other subsidised housing schemes, he/ she/ they shall move out from such unit(s) and have his/ her/ their name(s) deleted from the respective household register or record.
- 11.3 **Mortgage** – the purchaser may secure a first mortgage to cover the balance of the purchase price of the flat only as provided in paragraphs 9.1 and 9.2 above. Except with the approval of the Director of Housing, the purchaser shall not secure any other form of mortgage financing or refinancing, or increase the amount of the mortgage loan prior to the payment of premium.
- 11.4 **Use and Occupation** - the flats should be used only for residential purposes and for occupation by the purchaser and the family members listed in the PRH application. Only the spouse and child(ren) aged under 18 of the owner or joint-owner are allowed to add to the household register of the GSH flat in future. If without the prior written consent of the HA, the purchaser and any family member ceases to actually or permanently live in the flat for whatever reasons(s), the HA has the right to require the purchaser to assign the flat back to the HA. The purchaser shall forthwith upon the written notice of the HA assign the flat back to the HA at the costs and expense of the purchaser. According to Section 22 of the Housing Ordinance (Cap.283), staff of HD are empowered to enter and inspect the flat. Pursuant to Section 29 of the Housing Ordinance (Cap.283), any person who obstructs staff of HD in the exercise of any power or the performance of any duty conferred or imposed under the Housing Ordinance shall be guilty of an offence and liable on conviction to a fine at level 3 as specified in Schedule 8 of the Criminal Procedure Ordinance (Cap.221) and to imprisonment for 6 months. According to Section 25 of the Housing Ordinance (Cap.283), staff of HD are empowered to require the owner or occupier of the flat to provide specified particulars. Any owner or occupier who refuses to provide the particulars required shall be guilty of an offence and liable on conviction to a fine at level 4 as specified in the same Schedule and to imprisonment for 3 months; any owner or occupier who knowingly makes a false statement in furnishing the particulars required shall also be guilty of an offence and liable to a fine at level 5 as specified in the same Schedule and to imprisonment for 6 months. (Note: As at the date of printing the Application Guide of this sale exercise, the maximum fines at level 3, level 4 and level 5 are HK\$10,000, HK\$25,000 and HK\$50,000 respectively.)
- 11.5 **Deletion of record** – deletion of crucial members (Note 1) can only be effected after the purchase of a flat for two years (as from the date of execution of the Deed of Assignment), unless they get married or are permitted to receive the housing benefits provided by their employers.
- 11.6 **Assignment or letting** –
 - 11.6.1 The flat shall not be assigned by the purchaser to any other person or organisation before executing the Deed of Assignment. If a purchaser requests for cancelling the ASP where the HA agrees to the same, the HA shall be entitled to retain a sum equivalent to 5% of the purchase price as consideration for his agreeing to cancel the ASP. Besides, the cancellation of the ASP is subject to the provisions of the ASP including the purchaser is required to pay or reimburse the HA for all legal costs, charges and disbursements (including stamp duty, if any) in connection with or arising from the cancellation of the ASP.
 - 11.6.2 A purchaser who wishes to assign or let the GSH flat after becoming an owner of a flat at Ching Fu Court or Dip Tsui Court sold under this sale exercise as per the Deed of Assignment will be subject to the terms of the Deed of Assignment and the terms, covenants and conditions contained in the Government lease. The HA will not buy back or nominate a buyer (except HOS Secondary Market) to buy the above flats, and the following alienation restrictions will apply to the owners of the above flats:
 - (a) Within the first two years from the date of the first Deed of Assignment of the flat from the HA to an owner (the first assignment), the owner has to sell the flat in the HOS Secondary Market to a Green Form Buyer (GF Buyer) nominated by the HA without payment of premium and at a price not more than the original purchase price under the first assignment.

- (b) Between the third to the tenth year from the date of the first assignment, the owner has to sell the flat in the HOS Secondary Market to a GF buyer nominated by the HA without payment of premium and at his/ her own negotiated price.
- (c) After ten years from the date of the first assignment:
 - (i) The owner may sell the flat in the HOS Secondary Market to a GF buyer nominated by the HA without payment of premium and at his/ her own negotiated price.
 - (ii) The owner may also sell or let the flat in the open market after payment of premium.

11.6.3 The premium which the owner is required to pay is calculated based on the prevailing market value of the flat without alienation restrictions, and the percentage difference between the original purchase price of the flat and its initial market value as specified in the first assignment. In other words, the premium is calculated by applying the discount of the original purchase price to the prevailing market value.

Purchasers should take note that the initial market value used to calculate the discount at the time of purchase is the market value prevailing at the date of the ASP. The sale price of flats in this sale exercise, once fixed, will remain unchanged throughout the sale period. As there is normally a time lag of a few months between the fixing of the sale price and the signing of the ASP, during which the market value of a flat may fluctuate according to the market conditions, the actual discount rate at the time of signing the ASP may be different from that when the sale price was fixed. The actual discount at the time of signing the ASP will be adopted for calculation of the premium.

Please refer to the HA/HD website (www.housingauthority.gov.hk) for details of the premium payment procedures.

11.7 **Unlawful alienation or letting or parting with possession** – Any unlawful alienation or letting or parting with possession of the flat purchased under this sale exercise or any agreement for such alienation letting or purported letting or parting with possession shall be void. Any person having committed such act(s) has committed an offence and is liable to a fine of HK\$500,000 and to imprisonment for one year.

12. Important Notes

- 12.1 If any application form submitted contains false or incorrect information/ statement or representation, the application will be cancelled. Any ASP executed for flat purchased as a result of the false or misleading information provided shall be rescinded and all sums paid as deposit under the relevant ASP will be forfeited and any administrative fees paid will not be refunded. The decision of the HA and the HD on such false or incorrect information statement or representation shall be final.
- 12.2 Under Section 26(2) of the Housing Ordinance (Cap. 283), any person who makes any statement to the HA in respect of any matter relating to the purchase of a HA's subsidised sale flat (which shall include a GSH flat) or in providing any information to HA in respect of such matter, which he/ she knows to be false or misleading as to a material particular shall be guilty of an offence and liable on conviction to a fine of \$500,000 and to imprisonment for 1 year. According to Section 26A of the Housing Ordinance (Cap. 283), where a court convicts a person of an offence under Section 26(2) of the Housing Ordinance (Cap. 283) in relation to the purchase of such flat by him, the Court shall order either (a) that the flat purchased by the offender be transferred to the HA or the HA's nominee; or (b) the offender forfeit to the HA a sum equivalent to the difference between the purchase price and the market value of the flat without any restriction as to alienation as at the date of the conviction.
- 12.3 If the Court convicts another person under Section 26(2) of the Housing Ordinance (Cap. 283) in connection with the purchase of a HA's subsidised sale flat (which shall include a GSH flat) by the purchaser, the Court may, according to Section 26B of the Housing Ordinance (Cap. 283), order either (a) that the flat be transferred to the HA or the HA's nominee; or (b) the purchaser to forfeit to the HA a sum equivalent to the difference between the purchase price and the market value of the flat without any restriction as to alienation as at the date of the order.

13. Notes on Collection of Personal Data

- 13.1 The personal data collected in this application form are used for processing applications under this sale exercise and other matters pertaining to the enforcement of the Housing Ordinance (Cap. 283) or land lease related issues. The information provided may also be used by the HA and the HD for conducting statistical surveys and researches and to contact the applicants for such purposes. The personal data in the application form, including the declaration by the applicant and his/ her family members authorising the collection and comparison/ checking of their personal data, are provided by the applicant and his/ her family members on a voluntary basis. However, if insufficient information is provided, the HA and the HD may not be able to process the application. In that case, the application fee paid will not be refunded.
- 13.2 The personal data provided by the applicant and his/ her family members in the application form will be used by the HA and the HD for the processing of the application of EFAS (2023) and/ or this sale exercise and for the purposes of carrying out the checking/ verification and matching procedures. Such procedures include: (a) vetting the application and determining the eligibility of the applicant; (b) checking whether the applicant and his/ her family members have applied for other subsidised housing schemes; (c) giving approval to this application and handling any subsequent changes in family circumstances, property ownership, mortgage arrangements, sale of property, etc.; (d) the data are also used to prevent the purchaser and his/ her spouse from participating in any other subsidised housing schemes administered by the HA/ HKHS/ URA in future; and (e) preventing applicant and his/ her family members from enjoying double housing benefits.
- 13.3 When assessing the eligibility to apply and purchase of the applicant and his/ her family member(s), the HA and the HD may compare and match the personal data provided in the application form with the relevant personal data collected (manually or otherwise) for other purposes in order to ascertain whether such information is false or misleading, and may take appropriate action against the person(s) concerned on the basis of the result of the data comparison and matching. The applicant and his/ her family member(s) should also authorise the HA and the HD to disclose, verify and match the information concerned with other government departments (including but not limited to the Land Registry, Companies Registry, Transport Department, Immigration Department and Inland Revenue Department), public/ private organisations/ companies (including but not limited to the URA, the Mandatory Provident Fund Schemes Authority (MPFA), banks and financial institutions), or the employers concerned. Furthermore, the applicant and his/ her family member(s) should agree that any government departments (including but not limited to the Land Registry, Companies Registry, Transport Department, Immigration Department and Inland Revenue Department), public/ private organisations/ companies (including but not limited to the URA, the MPFA, banks and financial institutions), or the employers concerned may disclose the applicant's and his/ her family members' personal data (including but not limited to marital status and MPF contribution records) in their possession to the HA and the HD for the purpose of comparing and matching the information provided in the application form. The information provided may also be used by the HA and the HD for conducting statistical surveys and researches. The applicant and his/ her family member(s) should also agree that the HA and the HD may pass the application form and the supporting document(s) submitted to the HA's data processing service contractor for data processing in connection with his/ her application, and that the information provided will be passed to the HA Hotline/ HA Sales Hotline/ 1823 for answering his/ her enquiries.
- 13.4 For the purposes stated above, the HA and the HD may disclose the personal data provided by the applicant and his/ her family member(s) in the application form to other government departments (including but not limited to the Land Registry, Companies Registry, Transport Department, Immigration Department and Inland Revenue Department), and to employers concerned or relevant public/ private organisations/ companies (including but not limited to the URA, the MPFA, banks and financial institutions) or check such data with these parties.
- 13.5 The personal data provided in the application form are for application under this sale exercise. Pursuant to the Personal Data (Privacy) Ordinance (Cap. 486), the applicant and his/ her family member(s) are entitled to request access to or correction of the personal data stated in the application form. Where necessary, such requests should be made in writing and directed by post or fax (fax no. 2761 6363) to the Departmental Data Protection Officer of the HA Headquarters, 33 Fat Kwong Street, Ho Man Tin, Kowloon. A fee may be charged for the request for access to personal data.

14. Warning

Applicants should note that application fees payable to the HA for this sale exercise is stated in paragraph 4 of this Application Guide. If they are approached by any person who offers to provide assistance in return for remuneration, they should report to the Independent Commission Against Corruption (ICAC) without delay. Attempted bribery is also an offence in law. The HA will refer the case to the ICAC for investigation and cancel the application irrespective of whether such person has been prosecuted or convicted of the relevant offence.

15. Contact Us

For enquiries on application details of this sale exercise, please call HA Sales Hotline on 2712 8000 (handled by 1823), or write to the GSH Sales Unit at 1/F, Pioneer Place, 33 Hoi Yuen Road, Kwun Tong, Kowloon or browse the HA/HD website (www.housingauthority.gov.hk : Home > PRH Application > Express Flat Allocation Scheme) and the following websites:

Website for Ching Fu Court : www.housingauthority.gov.hk/efas/2023/ChingFu

Website for Dip Tsui Court : www.housingauthority.gov.hk/efas/2023/DipTsui

**For Reference Only
Completed Part B of the Application Form**

**Part B “Resale of Green Form Subsidised Home Ownership Scheme Flats
of Ching Fu Court and Dip Tsui Court”**

Cheque/Cashiers' Order No. **2 4 6 1 3 5** Bank Code **1 2 4** Branch Code **0 1 2**

Cheque No., Bank Code and Branch Code in this template are for reference only. Please fill in the information as shown on the submitted cheque.

Crossed cheque

In BLOCK letter (for reference only)

HONG KONG HOUSING AUTHORITY

TWO HUNDRED AND SEVENTY ONLY

HK \$ 270.00

Signature

of bearer

Day / Month / Year

246135 124 012 125678 001

Same as the date filling in the Application Form

Cross out bearer

The signature should be the same as the signature of bank account holder (Cheque can be issued by applicant or other persons).