## 出售綠表置居計劃單位

# Sale of Green Form Subsidised 2024 Home Ownership Scheme Flats



里售單

放鑽苑 KAI CHUEN

高宏苑 KO WANG

錦柏苑 KAM PAK COURT

清濤苑 CHING TAO COURT

[樓簡介單]

SALES LEAFLET 張

## 索取申請文件

由開始接受申請前7日直至申請結束期間,申請表、申請須知及本售樓簡介單張可在下列地點索取:

- 房委會綠置居銷售小組辦事處 (九龍觀塘開源道33號建生廣場一樓) (較接近港鐵觀塘站B3出口)
- 房委會客務中心 (九龍橫頭磡南道3號第一層平台) (近港鐵樂富站A出口)
- 房委會轄下各屋邨辦事處及分區租約事務管理處
- 香港房屋協會轄下各出租屋邨辦事處
- 民政事務總署轄下各民政諮詢中心

## **To Obtain Application Documents**

Starting seven days before the commencement and up to the end of the application period, application forms, application guides and this sales leaflet can be obtained from:

- The office of the Green Form Subsidised Home Ownership Scheme Sales Unit of the HA (1/F, Pioneer Place, 33 Hoi Yuen Road, Kwun Tong, Kowloon) (nearer to MTR Exit B3, Kwun Tong MTR Station)
- HA Customer Service Centre (Podium Level 1, 3 Wang Tau Hom South Road, Kowloon) (near Exit A, Lok Fu MTR Station)
- Estate Offices and District Tenancy Management Offices of the HA
- Rental Estate Offices of the Hong Kong Housing Society
- Home Affairs Enquiry Centres of Home Affairs Department



或從以下網址下載 or downloaded from the website below www.housingauthority.gov.hk/gsh/2024

#### 發展項目的資料 INFORMATION ON THE DEVELOPMENTS

發展項目	啟鑽苑	高宏苑	錦柏苑	 清濤苑	
Development	Kai Chuen Court	Ko Wang Court	Kam Pak Court	Ching Tao Court	
街道名稱及門牌 號數 Name of street and street number	彩虹道235號 235 Choi Hung Road	欣榮街131號* 131 Yan Wing Street*	恆泰路2號* 2 Hang Tai Road*	清曉路1號 1 Ching Hiu Road	
區域 District	慈雲山、鑽石 山及新蒲崗 Tsz Wan Shan, Diamond Hill and San Po Kong	茶果嶺、油塘 、鯉魚門 Cha Kwo Ling, Yau Tong, Lei Yue Mun	馬鞍山 Ma On Shan	粉嶺/上水 Fanling/Sheung Shui	
住宅大廈座數 Number of domestic block(s)	5座住宅大廈 1座及2座:公共租住房屋(公屋) 3座至5座:綠表置居計劃(綠置居) 5 domestic blocks Block 1 and Block 2: Public Rental Housing (PRH) Block 3 to Block 5: Green Form Subsidised Home Ownership Scheme (GSH)	2	3	1	
委任建築師 Appointed architect	房屋署總建築師 (五) Chief Architect (5), Housing Department	房屋署總建築師 (發展及標準策劃) Chief Architect (Development and Standards), Housing Department	房屋署總建築師 (五) Chief Architect (5), Housing Department	房屋署總建築師 (二) Chief Architect (2), Housing Department	
承建商 Building contractor	新福港營造有限公司 Sun Fook Kong Construction Limited	中國建築工程 (香港) 有限公司 China State Construction Engineering (Hong Kong) Limited	中國建築工程 (香港) 有限公司 China State Construction Engineering (Hong Kong) Limited	中國海外房屋工程 有限公司 China Overseas Building Construction Ltd.	
代表賣方的律師 事務所 Firm(s) of solicitors acting for the vendor	麥黃張律師行,李楚正 律師事務所,高露雲 律師行 Gary Mak, Dennis Wong & Chang; C. C. Lee & Co.; Wilkinson & Grist	高露雲律師行,中倫 律師事務所有限法律責 任合夥,劉漢銓律師行 Wilkinson & Grist; Zhong Lun Law Firm LLP; Chu & Lau	麥黃張律師行,陳添耀、 陳瑛律師事務所 Gary Mak, Dennis Wong & Chang; Raymond T.Y. Chan, Victoria Chan & Co.	高露雲律師行 Wilkinson & Grist	
事 志 <i>士 5 C b</i> n bb 3%	(預計關鍵日期,是受到買賣協議所允許的任何延期所規限的。) (The estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase.)				
盡賣方所知的發展項目的預計關鍵日期 To the best of the vendor's knowledge, the estimated material date for the Development	啟鑽苑已於2023年12月 28日獲發佔用文件 (即佔用許可證) An occupation document (i.e. Occupation Permit) of Kai Chuen Court was obtained on 28 December 2023.	高宏苑A座及B座已分別 於2025年4月29日及 2025年5月28日獲發佔用 文件(即佔用許可證) The occupation documents (i.e. Occupation Permit) of Block A and Block B, Ko Wang Court were obtained on 29 April 2025 and 28 May 2025 respectively.	2026年7月31日^ 31 July 2026^	清濤苑已於2024年7月 18日獲發佔用文件 (即佔用許可證) An occupation document (i.e. Occupation Permit) of Ching Tao Court was obtained on 18 July 2024.	

- \*上述門牌號數為臨時門牌號數,有待該發展項目建成時確認。The above street number is provisional and is subject to confirmation when the Development is completed.
- 各方面均屬完成的日期。有關「關鍵日期」定義的詳請,請參閱 《一手住宅物業銷售條例》第2條。
- 2. 房委會須在遵照經批准的建築圖則的情況下在各方面均屬完成後 的14日內,以書面為該項目申請佔用文件(即佔用許可證)。
- 3. 房委會須在佔用文件(即佔用許可證)發出後的六個月內,就其有 能力有效地轉讓有關物業一事,以書面通知買方。
- ^1.「關鍵日期」指該發展項目在遵照經批准的建築圖則的情況下在 ^1. "Material date" means the date on which the Development is completed in all respects in compliance with the approved building plans. For details of the definition of "material date", please refer to section 2 of the Residential Properties (First-hand Sales) Ordinance.
  - 2. The HA shall apply in writing for an occupation document (i.e. Occupation Permit) in respect of the  ${\tt Development\ within\ 14\ days\ after\ its\ having\ completed\ the\ Development\ in\ all\ respects\ in\ compliance}$ with the approved building plans.
  - $3. \ \ The \ HA \ shall \ notify \ the \ purchaser \ in \ writing \ that \ it \ is \ in \ a \ position \ validly \ to \ assign \ the \ property \ within \ 6$ months after the issue of the occupation document (i.e. Occupation Permit).

## 以下資料適用於本單張所列之四個發展項目 Information below applies to all four developments in this leaflet

賣方:香港房屋委員會

**Vendor:** Hong Kong Housing Authority

已為發展項目的建造提供貸款或已承諾為該項建造提 供融資的認可機構:不適用

Authorised Institution that has made a loan, or has undertaken to provide finance, for the construction of the Development: Not applicable

已為發展項目的建造提供貸款的任何其他人:不適用

Any other person who has made a loan for the construction of the Development: Not applicable

#### 重售單位資料的面積 AREA OF THE RE-SALE FLATS

發展項目 Development	啟鑽苑 Kai Chuen Court	高宏苑 Ko Wang Court	錦柏苑 Kam Pak Court	清濤苑 Ching Tao Court
將出售的住宅物 業數目* Number of residential properties to be offered for sale*	4	64	31	48
住宅物業的實用 面積# 平方米(平方呎) Saleable area of residential properties# sq.m. (sq.ft.)	17.1 - 35.0 (184 - 377)	17.2 - 42.1 (185 - 453)	17.1 - 36.0 (184 - 388)	25.7 - 41.5 (277 - 447)

<sup>\*</sup> 啟鑽苑、高宏苑、錦柏苑及清濤苑可供出售的重售單位數目可能有所更改並可能多於上述數字,上述數字截至2025年4月30日。 最終可供出售的重售單位資料,將於開始選購單位前公布。

#上述之實用面積,只代表2025年4月30日當日,已確認將出售的重售單位之實用面積。

The saleable areas stated above represent only the saleable areas of those re-sale flats confirmed to be offered for sale as at 30 April 2025.

上述實用面積是按照《一手住宅物業銷售條例》第8條計算得出。

The saleable areas as stated above are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance.

啟鑽苑住宅物業均不設露台、工作平台、陽台、空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭及庭院。
There is no provision of balcony, utility platform, verandah, air-conditioning plant room, bay window, cockloft, flat roof, garden, parking space, roof, stairhood, terrace and yard in respect of the residential properties in Kai Chuen Court.

高宏苑住宅物業均不設工作平台、陽台、空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭及庭院。只有A座17號至20號單位設有減音露台。

There is no provision of utility platform, verandah, air-conditioning plant room, bay window, cockloft, flat roof, garden, parking space, roof, stairhood, terrace and yard in respect of the residential properties in Ko Wang Court. Acoustic balconies are provided in Flats 17 to 20 of Block A only.

錦柏苑住宅物業均不設露台、工作平台、陽台、空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭及庭院。 There is no provision of balcony, utility platform, verandah, air-conditioning plant room, bay window, cockloft, flat roof, garden, parking space, roof, stairhood, terrace and yard in respect of the residential properties in Kam Pak Court.

清濤苑住宅物業均不設露台、工作平台、陽台、空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭及庭院。
There is no provision of balcony, utility platform, verandah, air-conditioning plant room, bay window, cockloft, flat roof, garden, parking space, roof, stairhood, terrace and yard in respect of the residential properties in Ching Tao Court.

註:上述以平方呎列明之面積是以1平方米=10.764平方呎換算,並四捨五入至整數平方呎。

Note: The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot.

售樓說明書及價單可於選購單位期間 在房委會綠置居銷售小組辦事處索取 或從以下網址下載。在選購單位前, 準買方如欲了解各發展項目的詳情, 請參閱售樓說明書。

During the flat selection period, sales brochures and price lists can be obtained at the office of the Green Form Subsidised Home Ownership Scheme Sales Unit of the HA or downloaded from the websites below. Prospective purchasers should make reference to the sales brochures for details of respective developments before flat selection.

## 啟鑽苑 Kai Chuen Court:

www.housingauthority.gov.hk/gsh/2024/KaiChuen

## 高宏苑 Ko Wang Court:

www.housingauthority.gov.hk/gsh/2024/KoWang

## 錦柏苑 Kam Pak Court:

www.housingauthority.gov.hk/gsh/2024/KamPak

## 清濤苑 Ching Tao Court:

www.housingauthority.gov.hk/gsh/2024/ChingTao

The number of re-sale flats to be offered for sale in Kai Chuen Court, Ko Wang Court, Kam Pak Court and Ching Tao Court is subject to change and may be more than the number stated above. The stated number is as at 30 April 2025. The finalised details of re-sale flats for sale will be announced prior to the commencement of flat selection.

#### 只適用於啟鑽苑 Applicable to Kai Chuen Court only

- (a) 在簽署轉讓契據前,買方不得把單位轉讓予其他 人士或機構。若買方要求撤銷買賣協議,且獲房 委會同意,房委會有權保留一筆相等於售價百分 之五的款額,作為同意撤銷買賣協議買方應付的 代價。此外,撤銷買賣協議受買賣協議的條款限 制,包括買方須向房委會支付或償付與撤銷買賣 協議有關或其引致的一切法律費用、收費及代付 費用(包括印花稅(如有)及註冊費)。
- (b) 若買方成為業主後轉讓或出租其單位,須按照轉讓契據的條款和政府租契所載的條款、契諾 及條件處理。房委會不會回購或提名買家(居 者有其屋計劃(居屋)第二市場除外)購買啟 鑽苑單位,而下列轉讓限制將適用於有關單位 的業主:
  - (i) 由房委會首次將單位售予業主的轉讓契據 (下稱「首次轉讓契據」)日期起計兩年內:
    - 業主須在無需繳付補價的情況下,在居屋 第二市場以不高於列於首次轉讓契據的原 來買價(註1)出售單位予房委會提名的 綠表買家。
  - (ii) 由首次轉讓契據日期起計第三至第十年內:
    - 業主須在無需繳付補價的情況下,在居屋 第二市場按業主自行議定的價格出售單位 予房委會提名的綠表買家。
  - (iii) 由首次轉讓契據日期起計十年後:
    - 業主可在無需繳付補價的情況下,在居屋 第二市場按業主自行議定的價格出售單位 予房委會提名的綠表買家。
    - 業主亦可在繳付補價後於公開市場出售或 出租單位。
    - 業主須繳付的補價,是根據屆時該單位並 無轉讓限制的市值,按照該單位首次轉讓 契據中所訂明的最初市值與原來買價(註 1)的差額的百分比計算。換句話說,補 價相等於原來買價(註1)的折扣,化為 現值計算。(註2)
    - 有關補價程序,請瀏覽房委會/房屋署網站 (www.housingauthority.gov.hk)。
- (c) 買方須注意,在計算購樓時的折扣率所沿用的最初市值,是根據買方簽訂買賣協議時的市值。本銷售計劃單位的售價一經訂定,於銷售期間將維持不變,而訂定售價的時間和簽訂買賣協議的時間一般約有數個月的差距。在這期間,單位的市值可能會隨市況的轉變而調整。因此,買方簽訂買賣協議時的確實折扣率或會與訂定售價時的折扣率有所不同。補價款項將以簽訂買賣協議時確實的折扣率計算。
- (d) 任何違反與單位有關的買賣協議的任何條款或條件或違反單位的轉讓契據內的任何契諾所作出的按揭、其他押記、轉讓或其他讓與、連同任何關於如此按揭、押記、轉讓或以其他方式讓與的協議(下稱「非法讓與」),根據《房屋條例》(第283章)第17B條均屬無效。任何人就其單位作出非法讓與即屬犯罪,將面臨《房屋條例》(第283章)第27A條下之刑罰。
- 註1: 原來買價相等於售價,及是指首次轉讓契據中所列明的單位購買價。
- 註2: 有關計算補價的詳情,以轉讓契據的條款和政府租契所載的條款、 契諾及條件為準。

- (a) 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 Agreement for Sale and Purchase (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 being required to pay or reimburse the HA for all legal costs, charges and disbursements (including stamp duty (if any) and registration fee) in connection with or arising from the cancellation of the ASP.
- (b) A purchaser who wishes to assign or let the flat after becoming an owner will be subject to the terms of the Deed of Assignment and the terms, covenants and conditions contained in the Government lease. For Kai Chuen Court, the HA will not buy back or nominate a buyer (except Home Ownership Scheme (HOS) Secondary Market) to buy the flats, and the following alienation restrictions will apply to the owners:
  - (i) 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 nominated by the HA without payment of premium and at a price not more than the original purchase price (Note 1) under the first assignment.
  - (ii) From 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 Green Form buyer nominated by the HA without payment of premium and at his/her own negotiated price.
  - (iii) After ten years from the date of the first assignment:
    - The owner may sell the flat in the HOS Secondary Market to a Green Form buyer nominated by the HA without payment of premium and at his/her own negotiated price.
    - The owner may also sell or let the flat in the open market after payment of premium.
    - 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 (Note 1) 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 (Note 1) to the prevailing market value. (Note 2)
    - Please refer to the HA/HD website (www.housingauthority.gov.hk) for details of the premium payment procedures.
- (c) 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 the current 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.
- (d) Any purported mortgage, other charge, assignment or other alienation, together with any agreement so to mortgage, charge, assign or otherwise alienate in breach of any term or condition of the ASP or any covenant in the Deed of Assignment of the flat ("unlawful alienation") shall be void under Section 17B of the Housing Ordinance (Cap. 283). Any person committing unlawful alienation of his/her flat commits an offence and will be subject to criminal sanction under Section 27A of the Housing Ordinance (Cap. 283).
- Note 1: Original purchase price is equal to the sale price and means the price of the flat as specified in the first assignment.
- Note 2: The details of calculation of premium will be subject to the terms of the Deed of Assignment and the terms, covenants and conditions contained in the Government lease.

#### 只適用於高宏苑/錦柏苑/清濤苑 Applicable to Ko Wang Court / Kam Pak Court / Ching Tao Court only

- (a) 在簽署轉讓契據前,買方不得把單位轉讓予其他 人士或機構。若買方要求撤銷買賣協議,且獲房 委會同意,房委會有權保留一筆相等於售價百分 之五的款額,作為同意撤銷買賣協議買方應付的 代價。此外,撤銷買賣協議受買賣協議的條款限 制,包括買方須向房委會支付或償付與撤銷買賣 協議有關或其引致的一切法律費用、收費及代付 費用(包括印花稅(如有)及註冊費)。
- (b) 若買方成為業主後轉讓或出租其單位,須按照轉讓契據的條款和政府租契所載的條款、契諾 及條件處理。房委會不會回購或提名買家(居 者有其屋計劃(居屋)第二市場除外)購買高 宏苑/錦柏苑/清濤苑單位,而下列轉讓限制 將適用於有關單位的業主:
  - (i) 由房委會首次將單位售予業主的轉讓契據 (下稱「首次轉讓契據」)日期起計五年內:
    - 業主須在無需繳付補價的情況下,在居屋 第二市場以不高於列於首次轉讓契據的原 來買價(註1)出售單位予房委會提名的 綠表買家。
  - (ii) 由首次轉讓契據日期起計第六至第十五年內:
    - 業主須在無需繳付補價的情況下,在居屋 第二市場按業主自行議定的價格出售單位 予房委會提名的綠表買家。
  - (iii) 由首次轉讓契據日期起計十五年後:
    - 業主可在無需繳付補價的情況下,在居屋 第二市場按業主自行議定的價格出售單位 予房委會提名的綠表買家。
    - 業主亦可在繳付補價後於公開市場出售或 出租單位。
    - 業主須繳付的補價,是根據屆時該單位並 無轉讓限制的市值,按照該單位首次轉讓 契據中所訂明的最初市值與原來買價(註 1)的差額的百分比計算。換句話說,補 價相等於原來買價(註1)的折扣,化為 現值計算。(註2)
    - 有關補價程序,請瀏覽房委會/房屋署網站 (www.housingauthority.gov.hk)。
- (c) 買方須注意,在計算購樓時的折扣率所沿用的最初市值,是根據買方簽訂買賣協議時的市值。本銷售計劃單位的售價一經訂定,於銷售期間將維持不變,而訂定售價的時間和簽訂買賣協議的時間一般約有數個月的差距。在這期間,單位的市值可能會隨市況的轉變而調整。因此,買方簽訂買賣協議時的確實折扣率或會與訂定售價時的折扣率有所不同。補價款項將以簽訂買賣協議時確實的折扣率計算。
- (d) 任何違反與單位有關的買賣協議的任何條款或條件或違反單位的轉讓契據內的任何契諾所作出的按揭、其他押記、轉讓或其他讓與、連同任何關於如此按揭、押記、轉讓或以其他方式讓與的協議(下稱「非法讓與」),根據《房屋條例》(第283章)第17B條均屬無效。任何人就其單位作出非法讓與即屬犯罪,將面臨《房屋條例》(第283章)第27A條下之刑罰。
- 註1: 原來買價相等於售價,及是指首次轉讓契據中所列明的單位購買價。
- 註2: 有關計算補價的詳情,以轉讓契據的條款和政府租契所載的條款、 契諾及條件為準。

- (a) 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 Agreement for Sale and Purchase (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 being required to pay or reimburse the HA for all legal costs, charges and disbursements (including stamp duty (if any) and registration fee) in connection with or arising from the cancellation of the ASP.
- (b) A purchaser who wishes to assign or let the flat after becoming an owner will be subject to the terms of the Deed of Assignment and the terms, covenants and conditions contained in the Government lease. For Ko Wang Court/ Kam Pak Court/ Ching Tao Court, the HA will not buy back or nominate a buyer (except Home Ownership Scheme (HOS) Secondary Market) to buy the flats, and the following alienation restrictions will apply to the owners:
  - (i) Within the first five 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 nominated by the HA without payment of premium and at a price not more than the original purchase price (Note 1) under the first assignment.
  - (ii) From the sixth to the fifteenth year from the date of the first assignment:
    - The owner has to sell the flat in the HOS Secondary Market to a Green Form buyer nominated by the HA without payment of premium and at his/her own negotiated price.
  - (iii) After fifteen years from the date of the first assignment:
    - The owner may sell the flat in the HOS Secondary Market to a Green Form buyer nominated by the HA without payment of premium and at his/her own negotiated price.
    - The owner may also sell or let the flat in the open market after payment of premium.
    - 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 (Note 1) 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 (Note 1) to the prevailing market value. (Note 2)
    - Please refer to the HA/HD website (www.housingauthority.gov.hk) for details of the premium payment procedures.
- (c) 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 the current 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.
- (d) Any purported mortgage, other charge, assignment or other alienation, together with any agreement so to mortgage, charge, assign or otherwise alienate in breach of any term or condition of the ASP or any covenant in the Deed of Assignment of the flat ("unlawful alienation") shall be void under Section 17B of the Housing Ordinance (Cap. 283). Any person committing unlawful alienation of his/her flat commits an offence and will be subject to criminal sanction under Section 27A of the Housing Ordinance (Cap. 283).
- Note 1: Original purchase price is equal to the sale price and means the price of the flat as specified in the first assignment.
- Note 2: The details of calculation of premium will be subject to the terms of the Deed of Assignment and the terms, covenants and conditions contained in the Government lease.

#### 用涂及居住 USE AND OCCUPATION

買方只可將該物業作私人住宅用途,及受制於《房屋 條例》(第283章)、「限制轉讓條款」、「政府批地書」 及其任何修訂條文或變更的規定,並確保該物業將由 其本人及名列申請表上的全部家庭成員居住。任何家 庭成員(包括買方本人在內)倘事前未得房委會的書 面同意,不再實際或永久居於該物業,則不論原因為 何,房委會有權要求買方把該物業轉讓回房委會,而 買方在收到房委會的書面通知後,須立即把該物業轉 讓回房委會,有關費用及支出概由買方負責。

The purchaser shall use the property for private residential purposes only, and subject to the Housing Ordinance (Cap. 283), the Restriction on Alienation Clause, the Government Grant and any amendments or modifications thereto, shall ensure that the property shall be occupied by himself and all the members of his family named in the Application Form. If, without the prior written consent of the HA, any family member, including the purchaser, ceases to actually or permanently live in the property for whatsoever reason(s), the HA has the right to require the purchaser to assign the property back to the HA. The purchaser shall forthwith upon the written notice of the HA assign the property back to the HA at the costs and expenses of the purchaser.

### 委聘律師的安排 ARRANGEMENTS ON APPOINTMENT OF SOLICITORS

- (i) 在簽署買賣協議前,買方宜自行委聘屬意的律師行 就與購買綠表置居計劃(綠置居)單位有關的事宜, 例如轉讓限制、權利和責任、印花稅等,向買方提 供意見,及代表他們辦理購買單位的手續。有關律 師行能夠在購樓交易的每個階段向買方提供意見。 買方會在房委會的職員面前,簽署買賣協議。儘 管如此,有關職員只會向買方詮釋買賣協議的內 容,並見證其簽署買賣協議,但不會就買賣協議 或與交易有關的任何其他事宜,向買方提供任何 法律意見。
- (ii) 如所購綠置居單位的售價為一百萬元以上 買方必須自行委聘屬意的律師行代表他們辦理購 買事宜。該律師行不可以是房委會為有關單位所 委聘的律師行。

如所購綠置居單位的售價不超逾一百萬元 買方可:

- 自行委聘屬意的律師行代表他們辦理購買綠置居 單位事宜;或
- 與房委會所委聘的代表律師行商議代表他們辦 理購買綠置居單位事宜。
- (iii) 如買方自行委聘律師行代表他們辦理買賣交易,該 律師行便能夠在購樓交易的每個階段向買方提供獨 立意見,例如轉讓限制、權利和責任、印花稅等。 買方須負責支付代表他們的律師的費用及開支。 如買方選擇委聘房委會的代表律師行代表他們辦理

買賣交易,有關律師行將同時代表房委會及買方。 買方須負責支付辦理買賣交易的所有律師的費用及 開支。同時,如房委會與買方之間出現利益衝突, 房委會的代表律師行可能不能夠保障買方的利益。

- 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 flat under the Green Form Subsidised Home Ownership Scheme (GSH), such as alienation restrictions, rights and obligations, 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.
- (ii) 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
- · consult with the HA's solicitors to act for them in relation to the transaction.
- (iii) If the purchasers appoint 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, rights and obligations, stamp duties, etc. to them at every stage of the purchase. The purchasers have to pay the legal costs and expenses of their own solicitors.

If the purchasers appoint the HA's solicitors to act for them in relation to the transaction, the solicitors will be acting jointly for the HA and the purchasers. Purchasers are required to pay all legal costs and expenses of the solicitors for completion of the sale and purchase. If a conflict of interest arises between the HA and the purchasers, the HA's solicitors may not be able to protect the purchaser's interests.

## 資料展覽 EXHIBITION OF INFORMATION

#### 房委會綠置居銷售小組辦事處

(九龍觀塘開源道 33 號建生廣場一樓) 設有本次銷售的資料展覽。

房委會綠置居銷售小組辦事處開放時間

由開始接受申請前7日直至申請結束期間 每日上午8時至晚上7時

Exhibition of information on this sale exercise is displayed at the office of the Green Form Subsidised Home Ownership Scheme Sales Unit of the HA on 1/F, Pioneer Place, 33 Hoi Yuen Road, Kwun Tong, Kowloon.

Opening Hours of the office of the Green Form Subsidised Home Ownership Scheme Sales Unit of the HA

8 am to 7 pm daily starting seven days before the commencement and up to the end of the application period.



銷售熱線 SALES HOTLINE 2712 8000

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