

Use and Occupation

According to the Agreement for Sale and Purchase (ASP) entered between the purchaser and the Hong Kong Housing Authority (the vendor) for the purchase of the flat, the purchaser shall use the flat for residential purposes only, and shall ensure that the flat shall be occupied by himself and all the members of his family named in the Application Form for the purchase of the flat. If, without the prior written consent of the vendor, any family member, including the purchaser, ceases to actually or permanently live in the flat for whatsoever reason(s) and for whatsoever period(s), the vendor has the absolute right to require the purchaser to assign the flat back to the vendor free from encumbrances at the purchase price as set out in the ASP less any amount certified by the vendor as being the reasonable cost of making good any damage or deterioration to the flat and the costs and expenses for discharging any encumbrance(s) on the flat and for preparing and/or approving the assignment of the flat (the amount of which so determined and certified by the vendor shall be final and conclusive). The purchaser shall forthwith upon the written request of the vendor (and in any event not later than 28 days from the date of the request) execute an assignment (in the form to be prepared or approved by the vendor in its sole and absolute discretion) of the flat back to the vendor free from encumbrances and on or before the purchaser's execution of the assignment, deliver to the vendor vacant possession of the flat.