

Application No.
申請書號碼： _____

Certificate No.
證明書號碼： _____

**“Certificate of Eligibility to Purchase”
for purchase of flats under
Flat-for-Sale Scheme Secondary Market Scheme
(White Form Status)
住宅發售計劃第二市場
「購買資格證明書」
(白表資格)**

This is to certify that _____ (Hong Kong Identity Card No. _____) is eligible for the purchase of a flat in the Flat-for-Sale Scheme Secondary Market Scheme subject to the terms and conditions stipulated overleaf and such other terms and conditions applicable to the sale and purchase of Flat-for-Sale Scheme (“FFSS”) / Subsidised Sale Flats Project (“SSFP”) flats in the Secondary Market.

現證明 _____ (香港身份證號碼 _____) 合資格根據住宅發售計劃第二市場買賣的規定，購買住宅發售計劃 / 資助出售房屋項目樓宇，惟買賣須符合背頁載列及一切有關住宅發售計劃 / 資助出售房屋項目單位於第二市場買賣的條款及條件。

(_____ 代行)
for Chief Executive Officer and Executive Director
行政總裁兼執行總幹事

Date of Issue : _____
簽發日期 : _____
Date of Validity : _____ to _____
有效日期 : _____ 至 _____

Terms and Conditions

1. This "Certificate of Eligibility to Purchase" (White Form Status) is valid for 12 months from the date of issue.
2. The issue of this Certificate entitles the holder of this Certificate to enter into a Provisional Agreement for Sale and Purchase within the 12-month validity period for the purchase of a flat in respect of which a "Certificate of Availability for Sale" has been issued by the Hong Kong Housing Society ("HS"). The sale and purchase of the flat will be proceeded on the basis that upon completion, the liability for payment of premium (being a sum proportionate to the price discount for the latest sale of the flat under the FFSS / SSFP) shall rest with the purchaser(s).
3. The Provisional Agreement for Sale and Purchase MUST be in the prescribed form as annexed in the Appendices to this Certificate, subject to such modification as the HS may direct from time to time.
4. The solicitor representing the purchaser(s) will apply to the HS for a "Letter of Nomination" within one month from the date of the Provisional Agreement for Sale and Purchase for confirmation of the eligibility of the purchaser(s), and that the purchaser(s) shall sign the formal Agreement for Sale and Purchase and the Deed of Assignment to complete the transaction only after the issue of the "Letter of Nomination".
5. To obtain the "Letter of Nomination", the holder of this Certificate shall through his solicitors at least 7 working days prior to the date when the "Letter of Nomination" is required and within one month from the date of signing the Provisional Agreement for Sale and Purchase, submit to the HS the following documents :-
 - (a) original of the seller's valid "Certificate of Availability for Sale";
 - (b) original of the purchaser's valid "Certificate of Eligibility to Purchase" (White Form Status);
 - (c) a Statutory Declaration in support of the application for "Letter of Nomination" duly declared by the purchaser(s) under the Provisional Agreement for Sale and Purchase in the form as annexed in Appendices to this Certificate;
 - (d) a Letter of Agreement duly executed by the purchaser(s) and attested by his/their solicitors in the form as annexed in Appendices to this Certificate, except that the purchaser(s) of Kingston Terrace / SSFP shall not be required to execute a Letter of Agreement;
 - (e) a Declaration to acknowledge the Resale Restriction of Flat duly declared by the purchaser(s) in the form as annexed in Appendices to this Certificate;
 - (f) a copy of the Provisional Agreement for Sale and Purchase in the prescribed form; and
 - (g) application fee (as the HS may prescribe from time to time) to be paid by cashier's order or solicitors' cheque.
6. "Letter of Nomination" will not be issued if any information, statement or declaration furnished or made by any person to the HS in respect of the application for this "Certificate of Eligibility to Purchase" turns out to be false or misleading in a material particular.
7. "Letter of Nomination" will be invalidated by the HS if prior to completion of the sale and purchase, any information, statement or declaration furnished or made by any person to the HS in respect of the application for the "Certificate of Eligibility to Purchase" (White Form Status) and/or the "Letter of Nomination" turns out to be false or misleading in a material particular.
8. The holder of this "Certificate of Eligibility to Purchase" (White Form Status) must be the purchaser under the Provisional Agreement for Sale and Purchase. If any other person shall also be named as the purchaser he/she must be a person listed in the Confirmation Letter for collection of the "Certificate of Eligibility to Purchase" (White Form Status). The number of purchasers shall not exceed two and the purchasers must hold the property as Joint Tenants.
9. The purchaser(s) shall not sub-sell the property or transfer the benefit of the Provisional Agreement for Sale and Purchase and/or the formal Agreement for Sale and Purchase, in whatever manner, before completion of the sale and purchase of the flat.
10. The HS may require the purchaser(s) to provide such further document as may be necessary for the HS to verify the eligibility of the purchaser(s) for the "Letter of Nomination".
11. The HS shall not in any event be liable if the "Letter of Nomination" cannot be issued to the purchaser(s) on or prior to the date when it is required due to the non-compliance of any of the terms and conditions herein contained and/or the inability of the purchaser(s) to provide the HS with all the documents required to prove his eligibility for the issue of the "Letter of Nomination".
12. Within two years from the date of Assignment ("the restriction period") of FFSS / SSFP flat ("the Flat") purchased by white form buyers via the "White Form Secondary Market Scheme" of the Hong Kong Housing Authority, the Flat cannot be sold under the Flat-for-Sale Scheme Secondary Market Scheme of the HS; the HS will not buy back the Flat; and the white form buyers can at any time after payment of premium sell the Flat in the open market. After the purchase, the owners will not apply for the "Certificate of Availability for Sale" for the Flat from the HS during the restriction period. The HS will not issue any "Certificate of Availability for Sale" to the owner of the Flat within the restriction period. "Owner" includes but not limited to the assignee approved by the HS for change of ownership under special circumstances; executor, administrator and beneficiary of the estate of the owner and the mortgagee or chargee of the owner.

Subject to the above and provided that up to the date of the Provisional Agreement for Sale and Purchase, the holder of this Certificate satisfies all the criteria as determined by the HS for eligibility for the purchase of the flat, a "Letter of Nomination" will be issued.

條款及條件

1. 此白表資格「購買資格證明書」由發出日期起12個月內有效。
2. 此證明書的持有人可於證明書的12個月有效期內簽訂臨時買賣合約，購買獲香港房屋協會(「房協」)發出「可供出售證明書」的樓宇。就此等樓宇的買賣而言，樓宇買賣手續完成後，繳付補價的責任(即繳付根據最近一次該樓宇經住宅發售計劃 / 資助出售房屋項目發售時的折扣價格按比例計算的款額)，便會由購樓者承擔。
3. 臨時買賣合約必須符合特定的格式(見附件)，該等格式可不時由房協指示修改。
4. 買方同意在簽訂臨時買賣合約日期起一個月內，由代表律師向房協申請「提名信」以確認資格，在「提名信」發出後，方可簽訂正式買賣合約及轉讓契據完成樓宇買賣手續。
5. 本證明書的持有人如欲在某一日期獲發「提名信」，則須在該日期之前最少7個工作日及簽訂臨時買賣合約後的一個月內，經律師向香港房屋協會提交下述文件及繳交有關費用：
 - (a) 賣方的有效的「可供出售證明書」正本；
 - (b) 買方的有效的白表資格「購買資格證明書」正本；
 - (c) 一份由買方用作支持其申請提名信的法定聲明書(特定格式見附件)；
 - (d) 一份由買方簽訂及其律師見證的同意書(特定格式見附件)，惟購買景新臺 / 資助出售房屋項目單位之買方，毋須簽訂此同意書；
 - (e) 一份由買方用作確認單位轉讓限制的聲明書(特定格式見附件)；
 - (f) 臨時買賣合約副本(該臨時買賣合約須用特定格式)；及
 - (g) 申請費用(可不時由房協訂明)須以銀行本票或律師樓發出的支票繳付。

倘符合上述規定而直至在簽署臨時買賣合約當日，此證明書的持有人仍然符合房協有關購買該等樓宇的各項資格準則，便會獲發「提名信」。

譯文

6. 若發覺任何人士就有關申請本證明書而向房協提供或作出任何虛假或在要項上有誤導成份的資料、陳述或聲明，本證明書持有人將不會獲發「提名信」。
7. 若發覺任何人士在物業成交前就有關申請本證明書或「提名信」而向房協提供或作出任何虛假或在要項上有誤導成份的資料、陳述或聲明，房協將有權取消所發出之「提名信」。
8. 本白表資格「購買資格證明書」持有人必須為臨時買賣合約的買方。若買方多於一人，另一人必須是申領白表資格「購買資格證明書」確認書上所列之人士。買方最多不可超過兩人，並必須以聯權方式持有該樓宇。
9. 買方不得在樓宇買賣成交前將樓宇或臨時買賣合約/正式買賣合約的權益轉讓或售予第三者。
10. 房協可要求買方提供房協所需的其他文件，以證明買方符合獲發「提名信」的資格。
11. 倘因本證明書所載的任何條款及條件不獲遵從，及/或買方無法向房協提供證明其合資格獲發「提名信」的一切所需文件，導致有關的「提名信」不能於本證明書持有人欲獲發「提名信」之日期或之前發給買方，房協概無須負上任何責任。
12. 由買方透過【「白表居屋第二市場計劃」】所購得的「住宅發售計劃」/「資助出售房屋項目」單位(「該單位」)的轉讓契據日期起計兩年內(「限制期」)，該單位不可在房協「住宅發售計劃」第二市場出售；房協不會回購該單位；及買方成為業主後可在任何時間於繳付補價後在公開市場出售該單位；但不可在限制期內就該單位向房協申請「可供出售證明書」。房協在限制內不會向業主發出該單位的「可供出售證明書」。「業主」包括但並不限於獲房協根據個別情況酌情批核業權轉讓的承讓人；因業主去世獲法庭頒令的遺囑執行人、遺產管理人、遺產受益人及業主之按揭銀行及受押記人。