

LETTER OF AGREEMENT

To : Hong Kong Housing Society

Re :

("the Property") _____

I/We, _____, refer to my/our agreement to purchase the Property in the Flat-for-Sale Scheme Secondary Market Scheme pursuant to the Provisional Agreement for Sale and Purchase dated [_____] ("the Agreement").

For the sake of clarity and to alleviate any doubt, I/we hereby AGREE and CONFIRM that should I/we successfully complete the purchase of the Property pursuant to the Agreement,

- (i) I/we will adopt and abide by the provisions regarding the periods of resale restrictions contained in paragraphs 1(1) and 1(2) of the Waiver Letter dated [_____] ("the Waiver Letter") as supplemented by paragraphs Nos. (2) and (3) respectively of the Supplemental Waiver Letter dated [_____] ("the Supplemental Waiver Letter") both issued by the Director of Lands in respect of the captioned development to the intent that :-
- a. for the purpose of the relevant provisions of the Land Grant under which the Property is held ("the Land Grant") as mentioned in paragraph No. (2) of the Supplemental Waiver letter, I/we shall adopt a period of 5 years from the date of the first assignment of the Property from you to the first time owner (as defined in the Waiver Letter) so that the period of 10 years referred to in the said provisions of the Land Grant shall be deemed to be substituted by a period of 5 years from the date of the first assignment of the Property from you to the first time owner; and
 - b. for the purpose of the relevant provisions of the Land Grant as mentioned in paragraph 1(2) of the Waiver Letter, I/we shall adopt a period of 2 years from the date of the first assignment of the Property from you to the first time owner so that the period of 5 years referred to in the said provisions of the Land Grant shall be deemed to be substituted by a period of 2 years from the date of the first assignment of the Property from you to the first

time owner.

- (ii) I/we will adopt the method as contained in paragraph No. (5) of the Supplemental Waiver Letter for fixing the price for assignment of the Property to you.

This letter is for the benefit of you and your successors and assigns.

Dated this day of

SIGN SEALED and DELIVERED by)
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)
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in the presence of :-)

Solicitor
Hong Kong SAR

[本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。]

同意書

致：香港房屋協會

事由：

(「該物業」)

本人 / 吾等 _____ 已同意根據 _____ 年 _____ 月 _____ 日之臨時買賣協議(「協議」)購買住宅發售計劃第二市場之該物業。

為清楚並為減少疑問起見，本人 / 吾等在此同意及確認倘若本人 / 吾等根據協議成功購買該物業，本人 / 吾等將採納及遵守。

- (i) 地政總署署長就上述發展於「_____」發出之豁免書(「豁免書」)內第 1(1) 及第 1(2)段及於「_____」發出之補充豁免書(「補充豁免書」)內第(2) 及 第(3) 段分別補充的有關轉售限制之條款，用意為：-
- a. 為施行補充豁免書第(2)段所述批地書(該物業根據該批地書持有)(「批地書」)內有關之條款，本人 / 吾等將採納一段由貴會第一次將該物業轉讓予首次業主(如豁免書定義) 之日期起計為期 5 年至期限，而批地書之上述條款所述之 10 年期須被視為由一 5 年期代替，從貴會第一次將該物業轉讓予首次業主之日起計算；及
 - b. 為施行豁免書第 1(2) 段所述批地書內有關之條款，本人 / 吾等將採納一段為期 2 年之期限，以貴會第一次將該物業轉讓予首次業主之日期為起算之日，而批地書之上述條款所述之 5 年期須被視為由一 2 年期代替，從貴會第一次將該物業轉讓予首次業主之日起計。
- (ii) 補充豁免書內第(5) 段所述有把該物業轉售予房協的計算售價方法。

本同意書應使貴署及貴署之繼承人及承讓人受益。

日期：

由)

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)

簽署、蓋章及交付)

見證人：

香港特別行政區律師