



**“Letting Scheme for Subsidised Sale Developments with Premium Unpaid”
Declaration and Undertaking of “Certificate of Participation - Owner” Holder**

Flat:

Name of the Estate:

Block/Tower:

Floor:

Flat/Unit:

No. of Bedroom [Advised by Owner(s)]:

*Nil/One only / *Two or above
(*Delete the inapplicable)

Name of Owner(s) :

HKID No.:

- (1) ()
- (2) ()
- (3) ()

Application No.:

“Certificate of Participation – Owner” No. :

I/We, being the owner(s) of the above Flat, hereby confirm that

1. I/We understand as the holder(s) of “Certificate of Participation – Owner” (the certificate is hereinafter referred to as “Owner Certificate” and the holder(s) is/are hereinafter referred to as “Owner Certificate Holder(s)”), I/we am/are permitted to participate in the “Letting Scheme for Subsidised Sale Developments with Premium Unpaid” (hereinafter referred to as “the Scheme”).
2. The above Flat belongs to *Hong Kong Housing Society (hereinafter referred to as “HKHS”) /*Hong Kong Housing Authority (hereinafter referred to as “HA”) (*delete the inapplicable) subsidised sale flat.
3. I/We acknowledge and undertake to comply with the terms and conditions stated in this “Declaration and Undertaking”.
4. I/We acknowledge that HKHS has the right to revise (including addition and/or deletion) any terms and conditions of this “Declaration and Undertaking” in accordance with the government authority’s requests without further notice and undertake to be bound by such terms and conditions as revised by HKHS from time to time¹.
5. I/We acknowledge that subject to our undertakings of and compliance with (i) the relevant Government Land Grant (including Modification Letter(s) and Waiver Letter(s)) and (ii) the Housing Ordinance (applicable to HA’s subsidised sale flats), subject to the terms and conditions of this “Declaration and Undertaking”, I/we may negotiate with and let the above Flat to person(s) holding a valid “Certificate of Participation – Tenant (PRH Applicant)” (the certificate is hereinafter referred to as “Tenant Certificate (PRH Applicant)” and the holder is hereinafter referred to as “Tenant Certificate (PRH Applicant) Holder(s)”) or person(s) holding a valid “Certificate of Participation – Tenant

¹ The latest revised version of the relevant terms and conditions in the future may be downloaded at the designated website of the Scheme: lettingscheme.hkhs.com or collected at HKHS Applications Section (G/F, Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong).

(White Form)”² (the certificate is hereinafter referred to as “Tenant Certificate (White Form)” and the holder is hereinafter referred to as “Tenant Certificate (White Form) Holder(s)).

6. I/We acknowledge and agree that HKHS will provide the information stated on the Owner Certificate and tenancy agreement signed by me/us (excluding personal data) to the public for reference. For instance,

Owner Certificate	Tenancy Agreement
• Certificate No.; • Date of Issuance; • Date of Expiration; and • The state of use.	• The commencement date and expiration date of the tenancy agreement; • The housing estate; • Floor (e.g. high/middle/low floor); • Rented area (e.g. entire flat, one bedroom or two bedrooms); and • Monthly rent.

7. I/We acknowledge that if I/we contravene any terms and conditions in this “Declaration and Undertaking” (including subsequent revision(s) by HKHS), HKHS has the right to revoke the Owner Certificate previously issued to me/us and reserves the right to claim any loss arising out of the contravention by me/us of the terms and conditions in this “Declaration and Undertaking”. In respect of the revocation of the Owner Certificate, HKHS has the right to notify the tenant (Tenant Certificate (PRH Applicant) Holder or Tenant Certificate (White Form) Holder) (if applicable) of the above Flat and government authority. HKHS shall not be liable for any losses incurred by me/us as a result thereof.
8. I/We acknowledge that I/we as the owner(s) am/are responsible to comply with the Buildings Ordinance and other laws and regulations relevant to the above Flat. I/We acknowledge that I/we am/are required to make the following declarations in the tenancy agreement:

The Landlord hereby makes the following statement that, when signing this agreement, he is not aware of:

- any breach of the Buildings Ordinance or notices, orders, etc. issued under the Buildings Ordinance in relation to the Premises; or
- any breach of other laws and regulations in relation to the Premises.

9. I/We acknowledge that the subsidised sale flats under the Scheme are subject to (i) the Housing Ordinance (applicable to HA’s subsidised sale flats), (ii) the “Nomination Certificate” issued by HA (applicable to HA’s subsidised sale flats), (iii) the “Nomination Certificate” issued by HKHS (applicable to HKHS’s subsidised sale flats), (iv) the relevant Government Land Grant (including Modification Letter(s) and Waiver Letter(s)), (v) terms and conditions (including subsequent revision(s) by HKHS from time to time) contained in the “Declaration and Undertaking” signed by Owner Certificate Holder and Tenant Certificate (PRH Applicant) Holder or Tenant Certificate (White Form) Holder, and (vi) the terms and conditions as stipulated by the government authority in respect of the Scheme from time to time. In the event of any controversies or inconsistencies between certain or all of the terms and conditions contained in the above “Declaration and Undertaking” and the terms and conditions as stipulated by the government authority in respect of the Scheme from time to time, then those terms and conditions as stipulated by the government authority in respect of the Scheme from time to time shall prevail over certain or all of the terms and conditions stated in these “Declaration and Undertaking”.
10. I/We acknowledge that if the above Flat is a HKHS’s subsidised sale flat, the above Flat shall also be subject to the terms and conditions of the relevant Waiver Letter(s) issued by the Lands Department in respect of the Scheme. Lands Department is entitled to terminate or revoke the relevant Waiver Letter(s) at any time in accordance with the terms contained in the relevant Waiver Letter(s). If the Lands Department terminates or revokes the Waiver Letter(s) in respect of the above Flat, HKHS will also revoke the Owner Certificate previously issued to me/us. HKHS shall

- 2 Tenant Certificate (White Form) will be revoked, terminated and become invalid in case of the following:

- (i) Upon issuance of the notice of revocation to the Tenant Certificate (White Form) Holder; or
- (ii) (If there is an existing tenancy agreement entered into with an Owner Certificate Holder as of the Date of Expiration of Tenant Certificate (White Form)) on the expiration date or sooner determination of the tenancy agreement (as the case may be and the earlier of the two shall prevail); or
- (iii) (If there is no existing tenancy agreement entered into with an Owner Certificate Holder as of the Date of Expiration of Tenant Certificate (White Form)) on the Date of Expiration of Tenant Certificate (White Form); or
- (iv) Other circumstances (if any) as stated in (i) the terms and conditions of the Scheme and (ii) the relevant Government Land Grant (including Modification Letter(s) and the Waiver Letter(s)).

not be liable for any loss suffered by me/us. In any circumstances where the relevant Waiver Letter(s) is revoked, I/we undertake not to claim for any compensation from the government or HKHS.

11. I/We acknowledge that the prescribed tenancy agreement³ for the Scheme specifies that at any time during the tenancy period, if the Tenant Certificate (PRH Applicant) Holder or Tenant Certificate (White Form) Holder and/or any family member(s) listed on the relevant Tenant Certificate (PRH Applicant) or Tenant Certificate (White Form) confirm(s) acceptance of a Light Public Housing unit allocated by Housing Bureau or Transitional Housing unit recognised by Housing Bureau as a Category A tenant or Transitional Rental Housing unit provided by HKHS (T-Home) or a traditional Public Rental Housing flat allocated by HA/Housing Department or Rental Estate unit allocated by HKHS, or directly or indirectly in any manner own(s) any domestic property in Hong Kong⁴, the Tenant Certificate (PRH Applicant) Holder or Tenant Certificate (White Form) Holder shall within 14 days terminate the tenancy agreement by serving a two months' notice in writing to me/us. If Tenant Certificate (PRH Applicant) Holder or Tenant Certificate (White Form) Holder terminates the tenancy agreement under this term, he/she shall not be required to make any compensation to me/us.
12. If the Tenant Certificate (PRH Applicant) Holder or Tenant Certificate (White Form) Holder and/or any family member(s) listed on the relevant Tenant Certificate (PRH Applicant) or Tenant Certificate (White Form) has/have entered into any agreement (including provisional agreement) to purchase any domestic property in Hong Kong but the property concerned or the transaction has not been completed yet and the relevant assignment has not yet been executed, the Tenant Certificate (PRH Applicant) Holder or Tenant Certificate (White Form) Holder shall not be obliged to serve on me/us the 2 months' notice specified in paragraph 11 above to terminate the tenancy agreement but the Tenant Certificate (PRH Applicant) Holder or the Tenant Certificate (White Form) Holder shall, within 14 days from the date of execution of the Deed of Assignment of that domestic property serve on me/us a 2 months' notice in writing to terminate the tenancy agreement provided that the Tenant Certificate (PRH Applicant) Holder or Tenant Certificate (White Form) Holder shall truthfully report to HKHS the entering into any agreement (including provisional agreement) to acquire any domestic property in any manner in Hong Kong within 14 days therefrom.
13. I/We understand that if there is any change to the ownership of or payment of premium for the above Flat, I/we must inform HKHS in writing.

³ The prescribed tenancy agreements can be downloaded at the designated website of the Scheme: lettingscheme.hkhs.com or collected at HKHS Applications Section (G/F, Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong) during office hours. HKHS reserves the right to revise the prescribed tenancy agreement without further notice.

⁴ Tenant Certificate (PRH Applicant) Holders or Tenant Certificate (White Form) Holders and/or any family member(s) will be regarded as owning directly or indirectly any domestic property in Hong Kong in any one of the following circumstances:

[Applicable to Tenant Certificate (PRH Applicant) Holders and/or any family member(s)]

- (i) own(s) or co-own(s) or has/have an interest in any domestic property in Hong Kong (including a beneficiary of the estate of any deceased person which includes any domestic property in Hong Kong); or
- (ii) has/have entered into any agreement (including provisional agreement) to purchase any domestic property in Hong Kong; or
- (iii) hold(s) more than 50% of the shares in a company which owns, directly or through its subsidiaries, any domestic property in Hong Kong.

Domestic property includes any domestic property, uncompleted private domestic property, rooftop structure approved by the Building Authority, domestic building lots and small house grants approved by the Lands Department in Hong Kong.

[Applicable to Tenant Certificate (White Form) Holders and/or any family member(s)]

- (i) owned or co-owned any domestic property in Hong Kong or any interest in such kind of property; or
- (ii) entered into any agreement which is still valid and subsisting (including preliminary agreement) to purchase any domestic property in Hong Kong; or
- (iii) owned more than 50% of the shares in a company which directly or through a subsidiary company owned any domestic property in Hong Kong; or
- (iv) been a beneficiary of the estate of any deceased person which includes any domestic property or land in Hong Kong; or
- (v) assigned any domestic properties in Hong Kong or any interest in such properties in Hong Kong (the date of assignment shall be the date of execution of the Deed of Assignment), or
- (vi) withdrawn from any company which owned any domestic property in Hong Kong in which the applicant/family member(s) of the family owned more than 50% of the shares.

Domestic properties include any domestic property, uncompleted private domestic property, rooftop structure approved by the Buildings Department, domestic building lots and small house grants approved by the Lands Department in Hong Kong.

14. I/We acknowledge and agree that after signing the tenancy agreement with a Tenant Certificate (White Form) Holder, HKHS will issue me/us quarterly demand notes in respect of leasing of the above Flat. Upon receipt of the demand notes issued by HKHS, I/We undertake to pay the Letting Permit Fee payable to HKHS within the deadline and in the manner specified on the demand notes.

Terms and Conditions

1. The Owner Certificate Holder who exercises and uses the Owner Certificate is subject to the terms and conditions (including subsequent revision(s) by HKHS from time to time) of this “Declaration and Undertaking”. The subsidised sale flats under the Scheme are subject to (i) the Housing Ordinance (applicable to HA’s subsidised sale flats), (ii) the “Nomination Certificate” issued by HA (applicable to HA’s subsidised sale flats), (iii) the “Nomination Certificate” issued by HKHS (applicable to HKHS’s subsidised sale flats), (iv) the relevant Government Land Grant (including Modification Letter(s) and Waiver Letter(s)), (v) terms and conditions (including subsequent revision(s) by HKHS from time to time) contained in the “Declaration and Undertaking” signed by Owner Certificate Holder and Tenant Certificate (PRH Applicant) Holder or Tenant Certificate (White Form) Holder, and (vi) the terms and conditions as stipulated by the government authority in respect of the Scheme from time to time. In the event of any controversies or inconsistencies between certain or all of the terms and conditions contained in the above “Declaration and Undertaking” and the terms and conditions as stipulated by the government authority in respect of the Scheme from time to time, then those terms and conditions as stipulated by the government authority in respect of the Scheme from time to time shall prevail over certain or all of the terms and conditions stated in these “Declaration and Undertaking”.
2. The Owner Certificate Holder shall not assign or sell his/her interests in the Owner Certificate to a third party.
3. HKHS reserves the right to review whether the Owner Certificate Holder remains eligible for the Scheme at any time. Upon receipt of a notice issued by HKHS, the Owner Certificate Holder shall allow HKHS or its representatives, HA or its representatives to enter the Flat for internal inspection and provide HKHS with information and related documents as requested by HKHS for review purposes. If the Owner Certificate Holder fails to pass the review, HKHS has the right to revoke the Owner Certificate held by him/her, and notify the relevant review results to the tenant (Tenant Certificate (PRH Applicant) Holder or Tenant Certificate (White Form) Holder) (if applicable) of the relevant flat and government authority. HKHS shall not be liable for any losses incurred by the Owner Certificate Holder as a result thereof.
4. The Owner Certificate Holder shall only enter into tenancy agreement with Tenant Certificate (PRH Applicant) Holder or Tenant Certificate (White Form) Holder under the circumstances below.
 - 4.1 If there is “Nil/One only” bedroom in the above Flat as specified on the relevant Owner Certificate, Owner Certificate Holder can only let the entire flat to one Tenant Certificate (PRH Applicant) Holder or one Tenant Certificate (White Form) Holder.
 - 4.2 If there are “Two or above” bedrooms in the above Flat as specified on the relevant Owner Certificate, Owner Certificate Holder can (i) let one or more bedrooms to at most two Tenant Certificate (PRH Applicant) Holders, and each Tenant Certificate (PRH Applicant) Holder must at least rent one bedroom, or (ii) let the entire flat to one Tenant Certificate (PRH Applicant) Holder, or (iii) let the entire flat to one Tenant Certificate (White Form) Holder.
 - 4.3 If it is specified on the relevant Owner Certificate that the flat is a HA’s subsidised sale flat, Tenant Certificate (PRH Applicant) Holder or Tenant Certificate (White Form) Holder must apply to HA for a “Nomination Certificate”⁵ for the flat/bedroom (as the case may be) in accordance with the regulations of HA, and must only enter into the tenancy agreement after obtaining such “Nomination Certificate” from HA. (Under no circumstance does HKHS guarantee that Tenant Certificate (PRH Applicant) Holder or Tenant Certificate (White Form) Holder can obtain a “Nomination Certificate” issued by HA successfully.)

⁵ Regarding the application form and application guide of HA’s “Nomination Certificate”, please call 3162 0666 or attend the Home Assistance Loan Unit (address: Room 202, 2/F, Lung Cheung Office Block, 138 Lung Cheung Road, Wong Tai Sin, Kowloon, Hong Kong) for enquiry. Tenant Certificate (PRH Applicant) Holders or Tenant Certificate (White Form) Holders can also download the application form at <https://www.housingauthority.gov.hk/en/common/pdf/global-elements/forms/general-information/HD1142.pdf>, or fill in and submit online application immediately at <https://eform.cefs.gov.hk/form/hou065/en/>.

- 4.4 If it is specified on the relevant Owner Certificate that the Flat is a HKHS's subsidised sale flat, Tenant Certificate (PRH Applicant) Holder or Tenant Certificate (White Form) Holder must apply from HKHS for a "Nomination Certificate"⁶ for the flat/bedroom (as the case may be), and must only enter into the tenancy agreement after obtaining such "Nomination Certificate" from HKHS. (Under no circumstance does HKHS guarantee that or Tenant Certificate (PRH Applicant) Holder or Tenant Certificate (White Form) Holder can obtain a "Nomination Certificate" successfully.)
- 4.5 Owner Certificate, Tenant Certificate (PRH Applicant) or Tenant Certificate (White Form) and "Nomination Certificate" must remain valid as at the date of signing of the tenancy agreement (or renewal of the tenancy agreement)⁷ and throughout the term of the tenancy agreement.
5. Owner Certificate Holder and Tenant Certificate (PRH Applicant) Holder or Tenant Certificate (White Form) Holder must use the prescribed tenancy agreement (applicable to the prevailing latest version)³ under the Scheme when signing or renewing the tenancy agreement.
6. The commencement date of the term of the tenancy agreements signed with the Tenant Certificate (PRH Applicant) Holder shall not be later than 1 November 2029 and the expiration date of the tenancy agreements shall not exceed 31 October 2031.
7. The commencement date of the term of the tenancy agreements signed with the Tenant Certificate (White Form) Holder shall fall no earlier than the issuance date of the Tenant Certificate (White Form) and no later than one (1) year after such issuance date ("the Date of Expiration"), and the expiration date of the tenancy agreements shall not exceed 31 October 2031.
8. After signing or renewing the tenancy agreement, the Owner Certificate Holder shall complete and sign the "Notice of Execution of the Tenancy Agreement (For Owner)"⁸ prepared by HKHS, and within 2 weeks submit online or post the said notice to HKHS Applications Section. Please indicate "Letting Scheme for Subsidised Sale Developments with Premium Unpaid" and the application number on the cover of the envelope.
9. If the Owner Certificate Holder decides to renew the tenancy agreement with the Tenant Certificate (PRH Applicant) Holder or Tenant Certificate (White Form) Holder, the Owner Certificate Holder shall complete and sign the "Notice of Soon-To-Expire Tenancy Agreement (For Owner)"⁸ prepared by HKHS, and at least 2 months before the expiration date of the tenancy agreement submit online or post the said notice to HKHS Applications Section. Please indicate "Letting Scheme for Subsidised Sale Developments with Premium Unpaid" and the application number on the cover of the envelope.
10. If the Owner Certificate Holder and Tenant Certificate (PRH Applicant) Holder or Tenant Certificate (White Form) Holder terminate the tenancy agreement before the expiration date of the tenancy agreement, the Owner Certificate Holder shall within 2 weeks upon the issue/receipt of the relevant notice of termination of the tenancy agreement, complete and sign the "Notice of Early Termination of the Tenancy Agreement (For Owner)"⁸ prepared by HKHS and submit online or post the said notice to HKHS Applications Section. Please indicate "Letting Scheme for Subsidised Sale Developments with Premium Unpaid" and the application number on the cover of the envelope.
11. HKHS reserves the right to revoke and terminate Owner Certificate upon issuance of the notice to the Owner Certificate Holder.

⁶ Regarding the application form and application guide of HKHS's "Nomination Certificate", please call 8108 0678 or attend HKHS Applications Section (G/F, Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong) for enquiry. The application form can also be downloaded at the designated website of the Scheme: lettingscheme.hkhs.com or collected at HKHS Applications during the office hours.

⁷ Regarding the latest status of the Owner Certificate and Tenant Certificate (PRH Applicant) or Tenant Certificate (White Form), please visit the designated website of the Scheme: lettingscheme.hkhs.com or call the Scheme hotline on 8108 0678 for enquiry.

⁸ The relevant notices can be filled in and submitted online at the "Owner and Tenant Information Sharing Platform" after login. They can also be downloaded at the designated website of the Scheme: lettingscheme.hkhs.com, or collected at HKHS Applications Section (G/F, Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong) during office hours.

12. The Owner Certificate will be revoked, terminated and become invalid in case of the following:
- 12.1 Any change to the ownership of the above Flat; or
 - 12.2 The alienation restrictions under the Housing Ordinance (applicable to HA's subsidised sale flats) are no longer applicable to the above Flat (i.e. premium paid); or
 - 12.3 The alienation restrictions under relevant Government Land Grant, Modification Letter(s) and Waiver Letter(s) (applicable to HKHS's subsidised sale flats) are no longer applicable to the above Flat (i.e. premium paid); or
 - 12.4 Upon issuance of the notice of revocation to the Owner Certificate Holder; or
 - 12.5 (If there is an existing tenancy agreement (including renewal of the tenancy agreement) of the above Flat as of 2 November 2029) on the expiration date or sooner determination of such tenancy agreement; or
 - 12.6 (If there are more than one existing tenancy agreements (including renewal of the tenancy agreement) of the above Flat as of 2 November 2029) on the expiration date or sooner determination of the last expired or determined tenancy agreement; or
 - 12.7 (If there is no existing tenancy agreement (including renewal of the tenancy agreement) of the above Flat as of 2 November 2029) on 2 November 2029; or
 - 12.8 Other circumstances (if any) as stated in (i) the terms and conditions of the Scheme, (ii) the terms and conditions stated in the "Declaration and Undertaking" signed by the above Owner(s) and (iii) the relevant Government Land Grant, the relevant Modification Letter(s) and the relevant Waiver Letter(s) issued by the Lands Department.
13. The Owner Certificate Holder must settle all outstanding payments of the Letting Permit Fee (if any) before transferring the ownership of the Flat or paying the premium of the Flat.
14. In the event that the Owner Certificate Holder fails to pay the Letting Permit Fee within the deadline stated on any of the demand notes:
- 14.1 Interest at the rate of 5% per annum on any unpaid Letting Permit Fee calculated from the due date to the date of actual payment will be imposed for each late payment. A further collection charge of 10% will be imposed on the total amount due (including the interests already imposed) which remains unpaid six months after the last day for payment in order to cover the additional administrative costs. All interests and collection charges will not be waived;
 - 14.2 HA/HKHS may at any time apply for a charging order against the Flat and register such charging order at the Land Registry;
 - 14.3 HKHS reserves the right to revoke the Owner Certificate held by the Owner Certificate Holders, as the transfer or letting out of the Flat remains subject to the restrictions of (i) the Government Land Grant and the Modification Letter(s) and the Waiver Letter(s) (applicable to HKHS's subsidised sale flats) or (ii) the Housing Ordinance (applicable to HA's subsidised sale flats);
 - 14.4 HA/HKHS reserves the right to take legal action against the Owner Certificate Holders;
 - 14.5 HA/HKHS reserves the right to refer the unlawful alienation case to the relevant government department (including but not limited to Lands Department) for follow-up; and
 - 14.6 HA/HKHS reserves the right to claim against the Owner Certificate Holder any loss arising out of the failure of the owner to pay the Letting Permit Fee, including but not limited to all related legal fees and administrative fees.
 - 14.7 HKHS reserves the right to reject the owner to re-apply for a new Owner Certificate.

Signature(s) of :
the Owner(s)

(1) _____ ()

(2) _____ ()

(3) _____ ()

Date : _____