



## **“Flat for Flat Pilot Scheme for Elderly Owners” “Trade Down Permit” Application Guide**

### **1. Eligibility Criteria for Flat for Flat Pilot Scheme for Elderly Owners (“the Flat for Flat Pilot Scheme”)**

1.1 Applicant(s) who have the ownership of a flat in the designated subsidised sale developments of the Hong Kong Housing Society (“HS”) <sup>(Note 1)</sup>, provided that the following conditions are met:

- (a) Applicant(s) and all listed family member(s) must be 60 years of age or above; and
- (b) Applicant(s) must be the owner and all the joint owner(s) (if any) of a flat in the designated subsidised sale developments of HS (“the Flat”); and
- (c) One of the applicants must have owned or co-owned with joint owner(s) the title of the Flat for 10 years or above (from the date of signing the Deed of Assignment in respect of the Flat) on the date of submitting the application form (“AF”); if the applicants acquired the ownership in the capacity as the beneficiary(ies) of the estate of the deceased owner, the title of the Flat must have reached 10 years or above from the date of the Deed of Assent by virtue of which the beneficiary(ies) of the estate of the deceased owner acquired the Flat; and
- (d) The Flat is still subject to the restrictions on alienation of the Government Land Grant and the Modification Letter(s) (flat with premium unpaid);
- (e) Applicants who are holding valid “Certificate of Availability for Sale” (“CAS”) under the “Flat-for-Sale Scheme Secondary Market” can also apply. They are required to provide the Certificate No. of the CAS for HS’s reference; and
- (f) **Except for the original Flat, neither the applicant nor any of the listed family members has, during the period from 24 months prior to the date of submitting the AF and up to the time of signing the provisional agreement for sale and purchase of the new flat:**

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Note 1: Designated subsidised sale developments of HS include: “Flat-for-Sale Scheme”: Healthy Village Phase 1, Healthy Village Phase 2, Ka Wai Chuen Phase III & IV, Clague Garden Estate, Broadview Garden, Cronin Garden, Verbena Heights, Bo Shek Mansion, Lakeside Garden, Kai Tak Garden and Kingston Terrace.

- (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 (including Provisional Agreement for Sale and Purchase) to purchase any domestic property in Hong Kong; or
- (iii) owned more than 50% of the shares in a company in Hong Kong which directly or through a subsidiary company owned any domestic property in Hong Kong; or
- (iv) been a beneficiary of any domestic property (including land) in Hong Kong; or
- (v) assigned any domestic property in Hong Kong or any interest in such property in Hong Kong (the date of assignment means 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/ listed family member(s) owned more than 50% of the shares.

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

- 1.2 If there is any dispute over the interpretation of the aforesaid eligibility criteria, decision by HS shall be regarded as final.

## **2. Important Notes for Application and AF Submission**

- 2.1 Eligible owners may request HS to send copies of the introduction leaflet of the Flat for Flat Pilot Scheme, the AF and the application guide (“AG”) by post.

- 2.2 The introduction leaflet of the Flat for Flat Pilot Scheme, the AF and the AG are also obtainable at the following locations during office hours or by downloading from the following website:

- (a) Hong Kong Housing Society FFSS Secondary Market Support Unit, G/F., Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong (Office hours: 8:30 a.m. to 12:30 p.m. and 1:30 p.m. to 5:30 p.m. from Monday to Friday, excluding Saturdays, Sundays and public holidays);

- (b) The HS’s website:  
<https://www.hkhs.com/en/application/subsidised-sale-housing/id/196>.

- 2.3 All owners and joint owners (if any) of the Flat (“Applicants”) must be stated in the same AF, and signed by the Applicants. Only one AF can be submitted for one flat. If duplicated applications are found, they will all be null and void.
- 2.4 Applicants shall post the completed and signed AF together with Identity Card copies of Applicants and all listed family member(s) as well as the application fee to “Hong Kong Housing Society”, FFSS Secondary Market Support Unit. Please indicate [**“Flat for Flat Pilot Scheme for Elderly Owners”**] on the cover of the envelope. If the AF cannot be delivered to HS due to insufficient postage, the application will not be processed. Please refer to the address in paragraph 2.2(a) above.
- 2.5 The application fee is HK\$250 and must be paid by crossed cheque or cashier’s order payable to **“HONG KONG HOUSING SOCIETY”**. Cash, gift cheque, post-dated cheque, bank draft or E-cheque will not be accepted. Application fee paid is non-refundable and non-transferable irrespective of the application result. If the cheque/cashier’s order is dishonored, the application will be cancelled. Please write the name of owner(s) on the back of the cheque or cashier’s order.
- 2.6 All information provided must be true and correct or else HS is entitled to cancel such application. Applications that are not submitted by the specified method will not be accepted. HS reserves the right not to accept any application.

### **3. Approval Process**

- 3.1 Upon receipt of the AF, HS will first review whether the Applicants meet the eligibility criteria stated in paragraph 1 above.
- 3.2 HS will contact and invite the Applicants to attend HS’s office at G/F., Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong during its office hours to complete the procedures and collect the “Trade Down Permit” (“TDP”).
- 3.3 HS reserves the right to reject any application.
- 3.4 Applicants must undertake and sign to agree to comply with the terms and conditions of the TDP issued by HS. For details, please refer to paragraph 4 below.

### **4. “Trade Down” Arrangements and the Key Terms and Conditions for the Issuance of TDP**

- 4.1 An owner who holds a valid TDP and CAS issued by HS can sell his/her original Flat in the FFSS Secondary Market to a holder of a valid “Certificate of Eligibility to Purchase” (“CEP”) without payment of premium at any time from date of TDP.

- 4.2 After completion of the assignment for the sale and purchase of the original Flat, the applicant can produce the copy of TDP to HS for the application of a CEP and/or to Hong Kong Housing Authority (“HA”) for the application of a “Certificate of Eligibility to Purchase (White Form Status)”. The TDP will be kept by the HS or HA for record when the owner’s solicitor applies for a Letter of Nomination with the TDP.
- 4.3 **Applicant will have to arrange for the accommodation by himself/herself at his/her own costs during the transitional period (i.e. from the completion of the sale of the original Flat up to the completion of the assignment for sale and purchase of the New Flat under the FFSS Secondary Market or Home Ownership Scheme (“HOS”) Secondary Market).**
- 4.4 Applicant who holds a CEP can purchase a subsidized sale flat with saleable area smaller <sup>(Note 2)</sup> than the original Flat (“New Flat”) through the FFSS Secondary Market or HOS Secondary Market without payment of premium at any time from date of CEP. The New Flat purchased shall be for co-occupation by all the Applicants and the listed family members.
- 4.5 For purchase of New Flat, the solicitor of Applicants is also required to apply for a Letter of Nomination to the HS or HA and further provide (i) saleable area of the New Flat, (ii) Statutory Declaration in Support of the Application for a Letter of Nomination, (iii) Letter of Agreement (if applicable) and (iv) Acknowledgement Letter of 2 years Resale Restriction.
- 4.6 **The CEP will be void if the applicant / listed family members buy a domestic property in Hong Kong during the period from 24 months preceding the date of application of TDP and up to the time of signing the Provisional Agreement for Sale and Purchase of the New Flat, even if the property is subsequently sold during the said period.**
- 4.7 **The CEP is non-transferable or non-inheritable and applicable to the CEP holder only.** In the event of the holder of the CEP passing away, the CEP shall be null and void.
- 4.8 **A TDP holder must undertake that within two years from the date of the assignment of the New Flat (“the restriction period”), the New Flat cannot be sold under FFSS Secondary Market or HOS Secondary Market.** Within the restriction period, owner can only sell the New Flat in the open market by payment of premium. As to when the premium can be paid for a HOS flat, applicants should take reference to the alienation restrictions on the individual court of the HA.
- 4.9 If an owner is in breach of any of the terms or conditions under the TDP, HS is entitled to revoke the TDP, and/or pursue any claim for loss arising

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Note 2: Such “trade down” shall be defined in terms of saleable area only, which is based on the saleable area of the property stored in the property records of the Rating & Valuation Department (“R&V Department”). The information is available from the R&V Department property information at a cost of \$9 per enquiry online services or \$20 per enquiry in person (current rate subject to adjustment from time to time).

out of the breach of the TDP. HS is also entitled to notify the relevant government departments about the revocation of the TDP. HS shall not be responsible for any loss arising out of such revocation (if any).

- 4.10 If an owner breaches any of the terms or conditions of the TDP issued to him/her during the trade down arrangement, HS is entitled to issue a rectification order to the owner and/or institute legal proceedings against the owner.
- 4.11 An owner shall not assign or sell his/her interest in the TDP to a third party.
- 4.12 **The TDP is non-transferrable or non-inheritable and applicable to the holder(s) only.** In the event of the holder(s) of the TDP passing away before the execution of any Provisional Agreement for Sale and Purchase for purchase of the New Flat under the Flat for Flat Pilot Scheme, the TDP shall be null and void.
- 4.13 HS reserves the right to revise any terms and conditions in the TDP without prior notice. All holders of the TDP are required to undertake to be bound by all conditions as stipulated in the TDP from time to time.
- 4.14 The Flat for Flat Pilot Scheme is subject to the terms and conditions stated in the relevant Government Land Grants, Modification Letters, Government Lease, Housing Ordinance, TDP, CAS and CEP issued by HS and/or “Certificate of Eligibility to Purchase (White Form Status)” issued by HA to applicant, and the terms and conditions as stipulated by relevant government departments from time to time. In the event of any controversies or inconsistencies between the terms and conditions stated in the TDP, CAS and CEP issued by HS and/or “Certificate of Eligibility to Purchase (White Form Status)” issued by HA applicable to applicants and the terms and conditions as stipulated by relevant government departments in respect of the Flat for Flat Pilot Scheme from time to time, then those terms and conditions as stipulated by relevant government departments in respect of the Flat for Flat Pilot Scheme from time to time shall prevail over the terms and conditions stated in the TDP, CAS and CEP issued by HS and/or “Certificate of Eligibility to Purchase (White Form Statue)” issued by HA applicable to applicants.

## 5. Additional Notes

- 5.1 In addition to the stamp duty, the Applicants may be required to pay, including but not limited to, the following fees as they go through the procedure for the sale and purchase arrangements:
  - Commission fee charged by estate agent(s) for the conveyancing work (if the transaction was completed through estate agent(s)); and
  - Legal fee charged by lawyers for handling the conveyancing arrangements (if lawyers were engaged in handling the conveyancing of properties).

- 5.2 In the event of any controversies or disputes between the Applicants and the potential purchaser/seller regarding the sale and purchase arrangement (including but not limited to the terms and conditions of the agreement for sale and purchase), it shall be handled by the Applicants and the potential purchaser/seller on their own and HS/HA shall not be responsible for such matter.
- 5.3 HS is entitled to state the saleable area, name and Hong Kong Identity Card number of owner(s) of the Flat on the TDP issued by HS.

## **6. Providing or Making any False, Inaccurate or Misleading Information**

- 6.1 Any application which is found to contain any false or inaccurate or misleading information shall be cancelled, that any approval given on the basis of the false or inaccurate or misleading information shall be null and void, and that all monies thus paid shall be forfeited. The decision of HS shall be final as to whether any such statement or application contains such false or inaccurate or misleading information.
- 6.2 Any person who induces or causes HS to approve the relevant eligibility or causes the owner to carry out the trade down sale and purchase transaction by any deception or dishonest means (including the provision of false or inaccurate or misleading statement(s) in the AF) shall be guilty of a criminal offence.
- 6.3 If the Applicant provides or makes any information or statement or representation that is false or inaccurate or misleading in the application, HS will not issue the TDP.
- 6.4 If any person is found to have provided or made any information, statement or representation that is false or inaccurate or misleading after the issuance of the TDP, HS will revoke the TDP issued to any person and hold the person liable for any loss and liability resulting thereof.

## **7. Notes on Collection of Personal Data**

- 7.1 The personal data collected in the AF are used for processing the applications under the Flat for Flat Pilot Scheme and its related matters. HS may also use the information for statistical surveys and researches, and may for such purpose contact the Applicants. All personal data in the AF, including the declaration by the Applicants authorising the collection and comparison/checking/transfer of their personal data, are provided by the Applicants on voluntary basis. However, if insufficient information is provided by the Applicants, HS may not be able to process the relevant applications and the application fee paid will not be refunded.
- 7.2 When assessing the eligibility of the Applicants, HS has the right to compare and match the personal data provided in the AF with the relevant personal data collected for other purposes (manually or otherwise) in order

to ascertain whether such information is false or inaccurate or misleading, and may take appropriate action against the person(s) concerned on the basis of the result of the data comparison and matching. The Applicants shall also authorise HS to verify and match the relevant information with other government departments, public/ private organisations/ companies or the independent consultant companies appointed by HS or HS's existing records, and further agree for any government departments, private/ public organisations/ companies or the independent consultant companies appointed by HS to provide HS with the Applicants' personal data in their possession for the purpose of comparing or matching the information in the AF. The information provided may also be used by HS for conducting statistical surveys and researches. The Applicants should also agree that HS may pass the AF and the personal data on the TDP to be issued in respect of the applications to the data processing service contractor of HS for data processing in connection with their applications, and that the information provided will be passed to HS "Flat for Flat Pilot Scheme" Hotline for answering their enquiries.

7.3 When HS is reviewing the applications of the Flat for Flat Pilot Scheme or conducting review of the eligibility, HS may match the personal data provided by the Applicants in the AF against its existing records, or may disclose or verify such information to or with other government departments, public/ private organisations/ companies or the independent consultant companies appointed by HS for the purposes stated above.

7.4 Personal data provided in the AF are for the purpose of application under the Flat for Flat Pilot Scheme. Pursuant to the Personal Data (Privacy) Ordinance (Cap. 486), the Applicants are entitled to request access to or correction of the personal data stated in the AF. Where necessary, such requests should be made in writing and directed by post or fax (Fax no. : 2811 8700) to the Hong Kong Housing Society, G/F., Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong. A fee may be charged for the request for access to personal data and/or to obtain copy of personal data.

## **8. Warning**

Applicants should note that the fee payable to HS for application of TDP under the Flat for Flat Pilot Scheme is mentioned in paragraph 2.5 of this AG. If you are approached by any HS staff members, its agents or civil servants who offers to provide assistance in return for remuneration, you should report to the Independent Commission Against Corruption (ICAC) without delay. Attempted bribery is also an offence in law. HS will refer the case to the ICAC for investigation and is entitled to cancel the application irrespective of whether such person has been prosecuted or convicted of the relevant offence.

## **9. Contact Us**

9.1 Visit HS's website:  
<https://www.hkhs.com/en/application/subsidised-sale-housing/id/196> ; and

9.2 Call the enquiry hotline on 8102 0889 (8:30 a.m. to 12:30 p.m. and 1:30 p.m. to 5:30 p.m. from Monday to Friday, excluding Saturdays, Sundays and public holidays).

**Points to Note:**

1. This AG and the AF and its contents are not legally binding on HS. HS shall not be liable for any loss suffered by any person arising out of his/her reliance on this AG and/or the AF.
2. HS reserves the right to make amendments to this AG and/or any content in the AF without prior notice.