

臨時買賣合約

PROVISIONAL AGREEMENT FOR SALE AND PURCHASE

此合約訂於

THIS AGREEMENT is made on _____ BETWEEN

(1) _____ (Holder(s) of *Business Registration No./Hong Kong Identity Card(s) No(s) _____ 持有*商業登記證號碼/香港身份證號碼 並持有可供出售證明書編號 _____ and Holder of Certificate of Availability for Sale No. _____ 地址在 _____) of _____

以下稱"賣方" (hereinafter called "the Vendor");

(2) _____ (Holder(s) of Hong Kong Identity Card(s) No(s). _____ 持有香港身份證號碼 並持有購買資格證明書編號 _____ and Holder of Certificate of Eligibility to Purchase No. _____ 地址在 _____) of _____

以下稱"買方" (hereinafter called "the Purchaser"); and

*[(3) _____ (Holder of Business Registration Certificate No. _____ 持有商業登記證號碼 地址在 _____) of _____

以下稱"賣方代理"及 (hereinafter called "the Vendor's Agent") and

_____ (Holder of Business Registration Certificate No. _____ 地址在 _____) of _____

以下稱"買方代理" (hereinafter called "the Purchaser's Agent").]

OR 持有商業登記證號碼 *[(3) _____ (Holder of Business Registration Certificate No. _____ 地址在 _____) of _____

以下稱"代理" (hereinafter called "the Agent").]

合約雙 / 三方同意買賣條款如下 NOW IT IS HEREBY AGREED as follows:-

1. 買賣雙方同意根據以下條款 * [並透過買方代理及賣方代理/代理] 出售及購入 _____ The Vendor agrees to sell and the Purchaser agrees to purchase *[through the Vendor's Agent and the Purchaser's Agent/the Agent,] the Property known as _____ (以下稱"該物業")

_____ (hereinafter called "the Property") subject to the terms and conditions herein contained. 該物業之成交價為港幣 _____ 買方須按以下之付款方式付予賣方。

2. The purchase price of the Property is HK\$ _____ which shall be paid by the Purchaser to the Vendor in the following manner:-

- (a) 於簽訂本合約時付臨時訂金港幣 _____ Initial deposit of HK\$ _____ shall be paid upon signing of this Agreement; 於 _____ 年 _____ 月 _____ 日前# 簽訂正式買賣合約時再付訂金港幣 _____
(b) Further deposit of HK\$ _____ shall be paid upon signing of the Formal Agreement for Sale and Purchase on or before _____ #; and 於 _____ 年 _____ 月 _____ 日前成交時需付樓價餘款港幣 _____
(c) Balance of purchase price of HK\$ _____ shall be paid upon completion which should take place on or before _____.

When fixing the date of signing of the Formal Agreement for Sale and Purchase, the Purchaser and Vendor should refer to Clause 8 below. 買賣雙方於訂定簽訂正式買賣合約日期時須參閱下列第八項。

* Delete if inapplicable 請將不適用的刪去

*[3. 該物業成交手續必須於 年 月 日或之前完成。除第 17 項所述明外，該物業是以免除所有負擔 Completion shall take place on or before _____ and the Property is to be sold to the Purchaser subject to Clause 17 hereof but otherwise free from incumbrances.]

OR

{In case of mortgagee sale, the following Clause 3 shall be adopted.}

*[3 該物業成交手續必須於 年 月 日或之前完成。除第 17 項所述明外，該物業是以免除於土地註冊處登記之按揭契/法定押記號碼[]內賦予按揭人之贖按樓權之情況下售予買方。 Completion shall take place on or before _____ and the Property is to be sold to the Purchaser subject to Clause 17 hereof but otherwise free from the equity of redemption under a Mortgage/Legal Charge registered in the Land Registry by Memorial No. [].]

成交時，賣方須將該物業交吉予買方。

4. Upon completion, the Vendor shall deliver vacant possession of the Property to the Purchaser.

在成交前，買方不得用任何形式將該物業或此合約之權益轉讓或售予第三者。

5. The Purchaser shall not sub-sell the Property or transfer the benefit of this Agreement, whether by way of a direct or indirect reservation, right of first refusal, option, trust or power of attorney, nomination or any other method, arrangement or document of any description, conditional or unconditional, or enter into any agreement so to do before the completion of the sale and purchase of the Property.

買賣雙方同意分別委托其代表律師

6. The Vendor and the Purchaser agree that they shall separately appoint their own solicitors.

賣方代表律師為

The Vendor shall be represented by _____ and the

買方代表律師為

Purchaser shall be represented by _____.

買賣雙方各自負責其律師費。除第 11 項所規定外，買方須支付所有厘印費

7. Each party shall bear its own legal costs. Subject to Clause 11 hereof, all stamp duty shall be borne by the Purchaser.

買方同意在此合約日期計之一個月內，但必須在簽訂正式買賣合約前七個工作天向房屋委員會申請提名信。

8. The Purchaser agrees to apply to the Housing Authority for a Letter of Nomination within one month from the date of this Agreement but in any event no later than seven working days prior to the signing of the Formal Agreement for Sale and Purchase.

為使買方能申請提名信，賣方同意在簽訂此合約後 _____ 天內，但必須在簽訂正式買賣合約前七個工作天，將可供出售證明書之正本交予買方或其律師。

9. In order to enable the Purchaser to apply for the Letter of Nomination, the Vendor agrees to tender the original of the Certificate of Availability for Sale to the Purchaser or his solicitors within _____ days from the date of this Agreement but in any event no later than seven working days prior to the signing of the Formal Agreement for Sale and Purchase.

如買方未能在簽署正式買賣合約前取得提名信(如因賣方未能履行本合約之第九項所導致除外)或買方未能履行本合約內之條款完成買賣或未能履行任何本合約之其他條款，賣方除將買方已付之訂金沒收外，並有權將該 Certificate of Availability for Sale pursuant to Clause 9 above) before the signing of the Formal Agreement for Sale

10. Should the Purchaser fail to obtain a Letter of Nomination (otherwise due to the Vendor's failure to tender the said Certificate of Availability for Sale pursuant to Clause 9 above) before the signing of the Formal Agreement for Sale and Purchase or fail to complete the purchase in manner herein contained or fail to observe any of the terms contained in this Agreement, the deposit shall be forfeited to the Vendor and the Vendor shall then be entitled at his sole discretion to sell the Property to other eligible purchasers as he thinks fit but without prejudice to the Vendor's right to claim specific performance and damages from the Purchaser.

如賣方未能依本合約第九項將可供出售證明書交予買方或其律師或未能依本合約之條款完成買賣或未能履行任何本合約之其他條款，賣方須退還買方所付之訂金全數，並須以同等數目之金額賠償予買方，另須繳付/補償予買方厘印費。買方並有權要求強制執行此合約及向賣方追討其他損失。

11. Should the Vendor fail to tender the original of the Certificate of Availability for Sale to the Purchaser or his solicitors according to Clause 9 of this Agreement or fail to complete the sale in the manner herein contained or fail to comply with any of the terms of this Agreement, the Vendor shall forthwith return the deposit to the Purchaser and shall pay to the Purchaser a sum equivalent to the amount of the initial deposit as liquidated damages and shall also reimburse the Purchaser with the payment of stamp duty but without prejudice to the Purchaser's right to claim specific performance and damages from the Vendor.

基於賣方代理及買方代理在促成該物業買賣中所提供之服務，賣方代理有權向賣方收取港幣 _____

*[12. In consideration of the services rendered by the Vendor's Agent and the Purchaser's Agent, the Vendor's Agent shall be entitled to receive HK\$ _____ from the Vendor and the Purchaser's Agent shall be entitled to receive HK\$ _____ from the Purchaser as commission. Such commission shall be paid on or before _____.]

* Delete if inapplicable
請將不適用的刪去

OR

- *[12. 基於代理在促成該物業買賣中所提供之服務，代理有權向賣方收取 _____ 並在向買方收取 _____ 作為佣金，該佣金之繳付不得遲於 _____ from the Vendor and _____ from the Purchaser as commission. Such commission shall be paid on or before _____.]
- *[13. 無論在任何情況下，若買方或賣方未能履行本合約之條款買入或賣出該物業，則悔約的一方，須即時付予賣方代理港幣 _____ 及買方代理港幣 _____ /代理港幣 _____ 作為賠償代理之損失。 Purchaser's Agent HK\$ _____ /the Agent HK\$ _____ as liquidated damages.]
14. 該物業是以現狀售予買方。
The Property is sold to the Purchaser on an "as is" basis.
15. 此合約取代 * 雙/三方過往所有之談判、聲稱、理解及協議。
This Agreement supersedes all prior negotiations, representation, understanding and agreements between the parties hereto.
16. 本買賣包括備註內所列之傢俬及裝設。
It is hereby agreed that the sale and purchase hereof shall include the chattels, furniture and fittings as set out in the Remarks.
17. 買家須承擔根據房屋條例(283章)附表第1段內所述該物業所應繳付補價的責任。賣方聲稱根據房屋條例附表第1(b)段計算補價金額的方法，該物業的當初市值為港幣 _____ ， out in paragraph 1 of the Schedule to the Housing Ordinance Cap.283. The Vendor declares that for the purpose of 而當時購入價為港幣 _____ 。 calculation of the amount of premium under paragraph 1(b) of the Schedule to the Housing Ordinance, the Initial Market Value and the Purchase Price of the Property are HK\$ _____ and HK\$ _____ respectively.
18. 若買方多於一人，他們須以聯權方式持有該物業。
If the Purchaser is more than one person, they shall hold the Property as Joint Tenants.
19. 本合約之賣方代理只代表賣方及買方代理只代表買方/代理為買賣雙方之代理/只為賣方代理/只為買方代理。
It is hereby agreed that *[the Vendor's Agent is the agent of the Vendor only and the Purchaser's Agent is the agent of the Purchaser only/the Agent is the agent for both the Vendor and the Purchaser/for the Vendor only/for the Purchaser only.]
20. 買賣雙方聲稱他們在香港房屋委員會居屋第二市場計劃出售及購買該物業，並承認此合約受房屋條例第283章附表內所述的條款、契約及條件及其任何修訂所規限第二市場出售及購買居屋的條款限制。
Secondary Market Scheme of the Hong Kong Housing Authority and acknowledge that this Agreement is subject to the terms, covenants and conditions mentioned in the Schedule to the Housing Ordinance (Cap.283) and any amendments thereto.
21. 本買賣亦受本附表內所列之附加條款(如有的話)限制，如附表內之附加條款與本臨時買賣合約及正式買賣合約所規定的條款有任何抵觸之處，即以所規定的條款為準。
The sale and purchase hereof is also subject to the additional terms (if any) set out in the Schedule hereto and in the event of any contradiction between such additional terms and the prescribed terms and provisions of this provisional agreement and the Formal Agreement for Sale and Purchase, the prescribed terms and conditions shall prevail.
22. 此合約是具有法律約束力。
This Agreement constitutes a legally binding agreement between the parties hereto.
23. 此合約以英文本為準。
This Agreement should be interpreted in its English version in case of ambiguities.
24. 備註
Remarks: _____

附表
SCHEDULE

附加條款
Additional Terms

賣方簽署

Signed by the Vendor :)
)
)

買方簽署

Signed by the Purchaser:)
)
)

賣方代理簽署

*[Signed by the Vendor's Agent)
地產代理(個人)牌照)
Estate Agent's Licence)
(Individual) No.)
)

買方代理簽署

*Signed by the Purchaser's Agent)
地產代理(個人)牌照)
Estate Agent's Licence)
(Individual) No.)
)

OR

代理簽署

*[Signed by the Agent :)
地產代理(個人)牌照)
Estate Agent's Licence)
(Individual) No.)
)

茲收到買方臨時訂金港幣

Received from the Purchaser the initial deposit of HK\$
支票號碼
(cheque no.)

* Delete if inapplicable
請將不適用的刪去