

For flats other than flats in Hoi Lok Court, Kai Long Court, Yu Tai Court and Lai Tsui Court

**臨時買賣合約
PROVISIONAL AGREEMENT FOR SALE AND PURCHASE**

此合約訂於

THIS AGREEMENT is made on _____ **BETWEEN**

持有*商業登記證號碼/香港身份證號碼

(1) _____ (Holder(s) of *Business Registration No./Hong Kong Identity Card(s) No(s)
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");

持有香港身份證號碼

(2) _____ (Holder(s) of Hong Kong Identity Card(s) No(s). _____
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

持有商業登記證號碼

*[(3) _____ (Holder of Business Registration Certificate No.
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
_____ (以下稱"該物業")。

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 _____
_____ (hereinafter called "the Property") subject to the terms and conditions herein contained.

2. 該物業之成交價為港幣 _____ 買方須按以下之付款方法付予賣方。

- (a) 於簽訂本合約時付臨時訂金港幣 _____
(b) 於 _____ 年 _____ 月 _____ 日前簽訂正式買賣合約時再付訂金港幣 _____
(c) 於 _____ 年 _____ 月 _____ 日前成交時需付樓價餘款港幣 _____

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

- (a) Initial deposit of HK\$ _____ shall be paid upon signing of this Agreement;
(b) Further deposit of HK\$ _____ shall be paid upon signing of the Formal Agreement for Sale and Purchase on or before _____[#]; and
(c) Balance of purchase price of HK\$ _____ shall be paid upon completion which should take place on or before _____.

買賣雙方於訂定簽訂正式買賣合約日期時須參閱下列第 8 項。

When fixing the date of signing of the Formal Agreement for Sale and Purchase, the Purchaser and Vendor should refer to Clause 8 below.

- *[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或債項之情況下售予買方。

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 incumbrances.]

OR

[如以承按人出售物業，須採用以下第 3 條款。

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. [_____].]

4. 成交時，賣方須將該物業交吉予買方。

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

5. 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。
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.

6. 買賣雙方同意分別委托其代表律師
賣方代表律師為 _____
買方代表律師為 _____

The Vendor and the Purchaser agree that they shall separately appoint their own solicitors.
The Vendor shall be represented by _____ and the Purchaser shall be represented by _____.

7. (a) 買賣雙方各自負責其律師費。
(b) *[買方/賣方]須支付從價印花稅, *[買方/賣方]並須就該等費用向*[買方/賣方]作出全面補償。
(c) *[買方/賣方]須支付額外印花稅(如有), *[買方/賣方]並須就該等費用向*[買方/賣方]作出全面補償。
* (d) 買方須支付買家印花稅(如有), 買方並須就該等費用向賣方作出全補償。
(a) Each party shall bear its own legal costs.
(b) The ad valorem stamp duty shall be borne by the *[Purchaser/Vendor] and the *[Purchaser/Vendor] shall keep the *[Purchaser/Vendor] fully indemnified in respect thereof.
(c) The special stamp duty, if any, shall be borne by the *[Purchaser/Vendor] and *[the Purchaser/Vendor] shall keep the* [Purchaser/Vendor] fully indemnified in respect thereof.
* (d) The buyer's stamp duty, if any, shall be borne by the Purchaser and the Purchaser shall keep the Vendor fully indemnified in respect thereof.

8. 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五個工作天向房屋委員會申請提名信。

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 five working days prior to the signing of the Formal Agreement for Sale and Purchase.

9. 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。

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.

10. 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9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,並有權將該物業再行出售予他人。賣方並有權要求強制執行此合約及向買方追討其他損失。

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.

11. 如賣方未能依本合約第9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。買方並有權要求強制執行此合約及向賣方追討其他損失。

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 but without prejudice to the Purchaser's right to claim specific performance and damages from the Vendor.

- *[12. 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_____及買方代理有權向買方收取港幣_____作為佣金,該佣金之繳付不得遲於_____。]

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 _____.]

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_____並向買方收取_____作為佣金,該佣金之繳付不得遲於_____。]

In consideration of the services rendered by the Agent, the Agent shall be entitled to receive HK\$_____ from the Vendor and HK\$_____ 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。]

If in any case either the Vendor or the Purchaser fails to complete the sale and purchase in the manner herein mentioned, the defaulting party shall compensate at once the Vendor's Agent HK\$_____ and the 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。買家須承擔所述該物業所應繳付補價的責任。賣方聲稱計算補價金額的方法,該物業的當初市值為 港幣 _____, 而當時購入價為港幣 _____。

It is declared by the Vendor and the Purchaser that they are selling and purchasing the Property under the Home Ownership Scheme Secondary Market Scheme of the Hong Kong Housing Authority. The Purchaser acknowledges that he is purchasing the Property subject to the liability for payment of premium. The Vendor declares that for the purpose of calculation of the amount of premium, 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。

The Vendor and the Purchaser 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.]

[如該物業的第一份契據沒有此條款,第 20 條款並不適用。

Clause 20 is not applicable if the first assignment of the Property does not contain such a provision.]

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. 本合約不擬及不給予任何非簽署本合約的人士在〈合約(第三者權利) 條例〉(第 623 章) 下任何強制執行本合約的任何條款的權利。

Nothing in this Agreement confers or purports to confer on any third party any benefit or any right pursuant to the Contract (Rights of Third Parties) Ordinance (cap. 623) to enforce any term of this Agreement.

23. 此合約是具有法律約束力。

This Agreement constitutes a legally binding agreement between the parties hereto.

24. 此合約以英文本為準。

This Agreement should be interpreted in its English version in case of ambiguities.

25. 備註

Remarks : _____

- * 請將不適用的刪去
Delete if inapplicable

This form can be used for flats in King Tai Court, Hoi Lok Court, Kai Long Court, Yu Tai Court and Lai Tsui Court after the expiry of 5 years from the date of the first assignment of the relevant flat
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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.)

* 請將不適用的刪去

Delete if inapplicable