

Hoi Lok Court, Kai Long Court, Yu Tai Court and Lai Tsui Court

Appendix 1b

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 *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). _____
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.
_____ 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

*[(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式付予賣方。

- (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 項及附表 1 內之特別條款所述明外，該物業是以免除所有負擔或債項之情況下售予買方。為避免疑問，如附表 1 內之特別條款與本臨時買賣合約所規定的條款有任何抵觸之處，即以特別條款為準。

Completion shall take place on or before _____ and the Property is to be sold to the Purchaser subject to Clause 17 hereof and the Special Condition set out in Schedule 1 hereto ("the Special Conditions") but otherwise free from incumbrances. For the avoidance of doubt, in the event of any contradiction between the prescribed terms and provisions of this provisional agreement and any of the Special Conditions, the provisions of the Special Conditions shall prevail.]

OR

{如由承接人出售}

{In case of mortgagee sale}

*[該物業成交手續必須於 年 月 日或之前完成。除第 17 項及附表 1 內之特別條款所述明外，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。為避免疑問，如附表 1 內之特別條款與本合約所規定的條款有任何抵觸之處，即以特別條款為準。

Completion shall take place on or before _____ and the Property is to be sold to the Purchaser subject to Clause 17 hereof and the Special Condition set out in Schedule 1 hereto (“the Special Conditions”) but otherwise free from the equity of redemption under a Mortgage/Legal Charge registered in the Land Registry by Memorial No. [_____]. For the avoidance of doubt, in the event of any contradiction between the prescribed terms and provisions of this Agreement and any of the Special Conditions, the provisions of the Special Conditions shall prevail.]

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香港房屋委員會 (“房委會”)申請提名信。

The Purchaser agrees to apply to the Hong Kong Housing Authority (“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 _____，而當時購入價為港幣 _____。

The Purchaser acknowledges that he is purchasing the Property subject to the liability for payment of premium as set out in paragraph 1 of the Schedule to the Housing Ordinance Cap.283. The Vendor declares that for the purpose of 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房委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。

It is declared by the Vendor and the Purchaser that they are selling and purchasing the Property under the HOS Secondary Market Scheme of the 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. 本買賣亦受附表 2 內所列之附加條款(如有的話)限制,如附表 2 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 2 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. 除附表 1 內之特別條款所述明外,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。

Save and except as provided in the Special Condition set out in Schedule 1 hereto, 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

After the expiry of 5 years from the date of the first assignment of the Property, either this form or the form of the Provisional Agreement for Sale and Purchase “For flats other than flats in Hoi Lok Court, Kai Long Court, Yu Tai Court and Lai Tsui Court”- Appendix 1a of the Procedural Guidelines of the Secondary Market Scheme may be used

附表 1
SCHEDULE 1

Special Condition

1. The Purchaser hereby confirms and acknowledges that in the event that the Purchaser (for the purpose of this Condition includes the Purchaser's successors and assigns) shall offer to assign the Property to the Hong Kong Housing Authority within five years from the date of the first assignment whereby the Hong Kong Housing Authority first sells the Property to a purchaser ("the First Assignment"), the Hong Kong Housing Authority may nominate a nominee to purchase the Property at the price stipulated in paragraph 2 of the Schedule to the Housing Ordinance (Cap.283). The Purchaser hereby covenants with the Hong Kong Housing Authority (and its successors and assigns) that the Purchaser shall comply with the requirements and the procedures as stipulated by the Hong Kong Housing Authority (and its successors and assigns) that in the event that the Purchaser sells or otherwise assigns the Property within five years from the date of the First Assignment, the Purchaser shall sell or otherwise assign the Property upon the condition that the subsequent purchaser or assignee shall enter into the same binding covenant as the covenants herein contained to the intent that such covenant shall enure for the benefit of and be enforceable by the Hong Kong Housing Authority and its successors and assigns.

2. The Hong Kong Housing Authority (including its assigns and successors) is entitled to enforce any right conferred on them arising out of or under paragraph (a) of this Special Condition herein against the Purchaser.

特別條款

1. 買方特此確認及承認，倘若買方(就本條款而言，包括買方的繼承人及受讓人)於香港房屋委員會將單位首次轉讓予購樓人士的轉讓契據(以下稱“首次轉讓契據”)日期起計五年內提出要約將該物業轉讓予香港房屋委員會，香港房屋委員會可提名一位提名人以《房屋條例》(第 283 章)附表中第二段訂定的價格向買方購買該物業。買方持此向香港房屋委員會(及其繼承人及受讓人)作出契諾，買方必須遵從香港房屋委員會(及其繼承人及受讓人)就提名、買賣及轉讓該物業不時訂立的要求及程序。買方特此再向香港房屋委員會(及其繼承人及受讓人)作出契諾，倘若買方於首次轉讓契據日期起計五年內出售或以任何方式轉讓該物業，買方必須以繼後的買家或受讓人必須作出與在此所載契諾具相同約束力的契諾的條件下，出售或以任何方式轉讓該物業，藉以使該契諾可由香港房屋委員會(及其繼承人和受讓人)受益及執行。
2. 香港房屋委員會(及其繼承人及受讓人) 有權向買方執行此特別條款(1) 段撫予的權益。

附表 2
SCHEDULE 2

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