

PROVISIONAL AGREEMENT FOR SALE AND PURCHASE

臨時買賣合約

THIS AGREEMENT is made on _____ **BETWEEN**

此合約訂於

(1) _____ (Holder(s) of Hong Kong Identity Card(s) No(s). _____)
持有香港身份證號碼

and Holder(s) of Certificate of Availability for Sale No. _____) of
並持有可供出售證明書編號 _____ 地址在

_____ (hereinafter called "the Vendor");
(以下簡稱 "賣方")

(2) _____ (Holder(s) of Hong Kong Identity Card(s) No(s). _____)
持有香港身份證號碼

and Holder(s) of Certificate of Eligibility to Purchase No. _____) of
並持有購買資格證明書編號 _____ 地址在

_____ (hereinafter called "the Purchaser"); and
(以下簡稱 "買方")

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

of _____ (hereinafter called "the Agent").
地址在 _____ (以下簡稱 "代理")

NOW IT IS HEREBY AGREED as follows:-

合約雙／三方同意買賣條款如下

1. The Vendor agrees to sell and the Purchaser agrees to purchase *[through the Agent] the Property known as _____ (hereinafter called "the Property") subject to the terms and conditions herein contained.
買賣雙方同意根據以下條款出售及購入 _____
_____ (以下稱 "該物業") 。
2. The purchase price of the Property is HK\$ _____ which shall be paid by the Purchaser to the Vendor in the following manner:-
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) Initial deposit of HK\$ _____ shall be paid upon signing of this Agreement;
於簽訂本合約時付臨時訂金港幣 _____ ；
 - (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 _____ 日或之前簽訂正式買賣合約時再付訂金港幣 _____ ；
 - (c) Balance of purchase price of HK\$ _____ shall be paid upon completion which should take place on or before _____ .
於 _____ 年 _____ 月 _____ 日或之前成交時需付樓價餘款港幣 _____ 。

* Delete if inapplicable
請將不適用的刪去

3. 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.
該物業成交手續必須於 _____ 年 _____ 月 _____ 日或之前完成。除第17段所述明外，該物業是以免除所有負擔或債項之情況下售予買方。
4. Upon completion, the Vendor shall deliver vacant possession of the Property to the Purchaser.
成交時，賣方須將該物業交吉予買方。
5. The Purchaser shall not sub-sell the Property or transfer the benefit of this Agreement, whether by way of 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. Notwithstanding anything hereinbefore contained, the Purchaser may appoint an attorney as approved by Hong Kong Housing Society (hereinafter called "the Housing Society") in writing to execute the Formal Agreement for Sale and Purchase and/or the Assignment of the Property. The Purchaser shall, in such event, deliver certified copies of the relevant Power of Attorney and approval letter issued by the Housing Society to the Vendor or his solicitors before execution of the Formal Agreement for Sale and Purchase and/or Assignment by his/her lawful attorney.
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。儘管以上所提及的限制，買方可委托授權人代其簽署正式買賣合約及／或樓契。惟買方必須事先取得香港房屋協會（以下稱“房協”）之書面同意。買方並須在受委托人簽署正式買賣合約及樓契前將有關的授權書及房協之書面同意之認證副本交予賣方或其代表律師。
6. The Vendor and the Purchaser agree that they shall separately appoint their own solicitors.
買賣雙方同意分別委托其代表律師。

The Vendor shall be represented by _____ and the
賣方代表律師為 _____

Purchaser shall be represented by _____
買方代表律師為 _____
7. Each party shall bear its own legal costs. Subject to Clause 11 hereof, all stamp duty shall be borne by the Purchaser.
買賣雙方各自負責其律師費。除第11段所規定外，買方須支付所有釐印費。
8. The Purchaser agrees to apply to the Housing Society for a Letter of Nomination within ten days 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.
買方同意在簽訂正式買賣合約的最少五個工作天前（但不得超過此合約日期計之十天內）向房協申請提名信。
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.
為使買方能申請提名信，賣方同意在簽訂此合約後 _____ 天內將可供出售證明書之正本交予買方或其律師。
10. Should the Purchaser fail to obtain a Letter of Nomination (other than 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.
如買方未能在簽署正式買賣合約前取得提名信（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，賣方除可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。
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

* Delete if inapplicable
請將不適用的刪去

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.

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/補償予買方釐印費。買方並有權要求強制執行此合約及向賣方追討其他損失。

- *12. 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 _____.

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 _____。

- *13. 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 Agent HK\$ _____ as liquidated damages.

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，須即時付予代理港幣 _____ 作為賠償代理之損失。

14. The Property is sold to the Purchaser on an "as is" basis.

該物業是以現狀售予買方。

15. This Agreement supersedes all prior negotiations, representations, understanding and agreements between the parties hereto.

此合約取代*雙／三方過往所有之談判、聲稱、理解及協議。

16. It is hereby agreed that the sale and purchase hereof shall include the chattels, furniture and fittings as set out in the Remarks.

本買賣包括備註內所列之傢俬及裝設。

17. The Purchaser acknowledges that he is purchasing the Property subject to the liability for payment of premium as set out in the relevant Land Grant/Conditions and Waiver Letters issued by the Government of the Hong Kong Special Administrative Region in respect of the Property. 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 as specified in the latest assignment under which the Property was acquired from the Housing Society under the Flat-for-Sale Scheme are HK\$ _____ and HK\$ _____ respectively.

買家須承擔根據該物業有關之土地官契／官契合約及香港特別行政區政府發出之各豁免書內所述該物業所應繳付補價的責任。賣方聲稱，根據以上計算補價金額的方法，該物業根據最近一份由房協經住宅發售計劃將該物業售予購樓人士所簽訂之轉讓契據上所載的當初市值為港幣 _____，而當時購入價為港幣 _____。

18. If the Purchaser consists of more than one person, they shall hold the Property as Joint Tenants.

若買方多於一人，他們必須以共同管業方式持有該物業。

- *19. It is hereby agreed that the Agent is the Agent for both the Vendor and the Purchaser/for the Vendor only/for the Purchaser only.

本合約之代理為買賣雙方之代理／只為賣方代理／只為買方代理。

20. This Agreement is subject to the terms and conditions applicable to the sale and purchase of Flat-for-Sale Scheme flats in the Secondary Market.

此合約受有關在住宅發售計劃第二市場出售及購買住宅發售計劃單位的條款限制。

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

此買賣為必買必賣。

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

此合約以英文本為準。

- * Delete if inapplicable
請將不適用的刪去

*Signed by the Agent:)
代理簽署)
)
)

(cheque no. _____)
支票號碼

HKHS33/16Jun99/DHC [DHC/H3/98]