

[重量行物業代理有限公司] C & L Property Agency Company Limited

香港九龍紅磡馬頭圍道37號紅磡商業中心B座7樓1A室 Room A, Unit 1, 7/F, Tower B, Hung Hom Commercial Centre, 37-39 Ma Tau Wai Road, Kowloon

No.

物業臨時買賣合約

PROVISIONAL AGREEMENT FOR SALE AND PURCHASE

賣方 Vendor	此合約訂於 This AGREEMENT is made on 合約第一方為 the first party 商業登記証號碼 Business Registration No. 以下稱"賣方" (hereinafter called "the Vendor"); and
買方 Purchaser	_____ BETWEEN _____ 持有香港身份證/ (holder of Hong Kong Identity Card No./ _____ 地址在 _____ _____ ) of _____ 以下稱"買方" (hereinafter called "the Purchaser"); and
代理 Agent	合約第三方為 重量行物業代理有限公司 the third party C & L Property Agency Company Limited 持有商業登記証號碼_____ 及持有地產代理(公司)牌照號碼.C-054539-A000 holder of Business Registration No._____ and holder of Estate Agent (Company) Licence No..C-054539-A000 註冊地址在.香港九龍紅磡馬頭圍道37號紅磡商業中心B座7樓1A室 of Room A, Unit 1, 7/F, Tower B, Hung Hom Commercial Centre, 37-39 Ma Tau Wai Road, Kowloon (hereinafter called "the Agent")
	合約三方茲同意買賣條款如下: - NOW IT IS HEREBY AGREED as follows:-
物業 Premises	(1.) 買賣雙方通過代理,同意以下列條款出售及購入 The Vendor agrees to sell and the Purchaser agrees to purchase, through the Agent subject to the terms and Conditions herein contained, all that _____ 以下稱 "該物業" _____ (hereinafter called "the said premises")
成交價及付款方法 Consideration and payment	(2.)該物業之成交價為港幣\$ _____ The Purchase price of the said premises shall be HK\$ _____ 買方須按下述方式付款予賣方 which shall be paid by the Purchaser to the Vendor in the manner as follows:- (a)於簽訂本合約之同時即付臨時訂金港幣\$ _____ Initial deposit shall be paid upon signing of this agreement in the sum of HK\$ _____ (b)於簽署正式買賣合約之時或以前,即 _____ Upon signing of the Formal Agreement for Sale and Purchase on or before _____ 加付訂金港幣\$ _____ Further deposit shall be paid in the sum of HK\$ _____ (c)再付訂金餘款於 _____ Further deposit shall be paid on or before _____ 即港幣\$ _____ in the sum of HK\$ _____
成交日期 Completion date	(d) 於完成交易之時或以前,即 _____ Balance of purchase price shall be paid upon completion on or before _____ 並在賣方之代表律師行付清樓價餘款港幣\$ _____ at Vendor's solicitors in the sum of HK\$ _____ * 上述 (a) 及 (b) 及 (c) 條文所列之訂金，須由賣方之律師行以保管人身份加以保管，並在確保該樓價餘款足夠清還現存之按揭時，方可將該訂金轉交賣方。 The deposits payable under (a) and (b) and (c) above shall be paid to the Vendor's solicitors as stakeholders who may release the same to the Vendor provided that the balance of the purchase price is sufficient to discharge the existing legal charge / mortgage.

負擔或債項 Encumbrances	<p><b>(3.)</b> 該物業是以免除所有負擔或債項之情況下售予買方，買方之提名人或其承讓人。</p> <p>The said premises is to be sold to the Purchaser or its nominee(s), sub-purchaser(s) free from encumbrances</p>
交吉 Vacant possession	<p><b>(*4.)</b> 買賣完成時,賣方須將該物業交吉予買方 / 買方同意連同該物業現有之租約一起購入該物業。</p> <p>Upon completion, the Vendor shall deliver vacant possession of the said premises to the Purchaser. The Purchaser agrees to purchase the said premises subject to the existing tenancy.</p>
確認人 Selling as confirmor	<p><b>(*5.)</b> 賣方是以確認人身份售出該物業。</p> <p>The Vendor is selling as confirmor.</p>
代表律師及印花稅 Solicitors and stamp duty	<p><b>(6.)</b> 買賣雙方同意分別委託其代表律師。</p> <p>The Vendor and the Purchaser agree that they shall separately appoint their own solicitors.</p> <p>賣方代表律師為 _____</p> <p>The Vendor shall be represented by Messrs. _____</p> <p>而買方之代表律師為 _____</p> <p>whereas the Purchaser shall be represented by Messrs. _____</p> <p>雙方各自負責其律師費。除第8條所規定外,印花稅則由買方單獨負責。</p> <p>Each party shall pay its own legal costs. Subject to clause 8 hereof, all stamp duty shall be borne by the Purchaser solely.</p>
買方悔約  Purchaser fails to perform	<p><b>(7.)</b> 如買方未能履行本合約之條款完成買賣，賣方除將買方已付之臨時訂金沒收外，並有權將該物業再行售予他人，惟賣方不可再為此向買方追究任何責任或要求任何賠償或特定履行。</p> <p>Should the Purchaser fail to complete the purchase in the manner herein contained, the initial deposit shall be forfeited to the Vendor and the vendor shall then be entitled at his absolute discretion to sell the said premises to anyone he thinks fit and the Vendor shall not sue the Purchaser for any liabilities and / or damages or to enforce specific performance.</p>
賣方悔約  Vendor fails to perform	<p><b>(8.)</b> 如賣方在收取臨時訂金後,不依本合約之條款完成買賣。則賣方除須退還買方所付之臨時訂金全數外,並須以同等數目之金額賠償予買方。另賣方須負責繳付,退還本合約之印花稅(如有)，惟買方不得再向賣方追究任何責任,包括其他賠償或特定履行。</p> <p>Should the Vendor after receiving the initial deposit paid hereunder fail to complete the sale in the manner herein contained, the Vendor shall immediately compensate the Purchaser with a refund of the initial deposit together with a sum equivalent to the amount of the initial deposit as liquidated damages and the reimbursement payment (as the case may be) of stamp duty of the said premises and the Purchaser shall not take any further action to claim for damages or to enforce specific performance.</p>
印花稅 Stamp duty	<p><b>(9a.)</b> 從價印花稅由買方單獨負責。</p> <p><b>(9a.)</b> All ad valorem stamp duty shall be borne by the Purchaser solely.</p> <p><b>(9b.)</b> 如買方為公司/非香港永久性居民,買方知悉除上述第9a條之從價印花稅外，除非獲得豁免，否則買家印花稅(稅率為該物業成交價或市價之15%，以較高者為準)亦須由買方單獨負責,並須於法定期限內支付。如買方為個人,買方於簽署合約前須先自行核實其是否為香港永久性居民。</p> <p>If the Purchaser is a company / non-Hong Kong permanent resident, the Purchaser is aware that apart from the ad valorem stamp duty mentioned in clause 9a hereof, unless exempted, Buyer's Stamp Duty (at the rate or 15% of the stated consideration or the market value of the said premises, whichever is higher) shall also be borne by the Purchaser solely and paid within the statutory prescribed time limit. If the Purchaser is an individual, the Purchaser shall verify whether he/she is a Hong Kong permanent resident or not before signing this Agreement.</p> <p><b>(9c.)</b> *額外印花稅(如有)則由賣方單獨負責買方單獨負責。負責繳付額外印花稅之一方須繳付由印花稅署所評定之附加額外印花稅及因延遲繳付額外印花稅之罰款(如有)。</p> <p>*Special stamp duty (if any) shall be paid by * the Vendor solely / the Purchaser solely. The party responsible for payment of the special stamp duty shall pay and additional special stamp duty and penalty for late stamping (if any) as assessed by the Stamp Office.</p> <p>如賣方須負責額外印花稅，賣方須於繳付額外印花稅指定日期前適時繳付額外印花稅指定日期前適時繳付予買方律師樓一筆等同賣方須繳付之額外印花稅的金額，賣方須不可撤回地授權買方律師樓運用該金額作繳付額外印花稅之用。如賣方違反本條款，買方有權於成交價餘款中扣減款項，及運用如此被扣減之款項作繳付額外印花稅及延遲繳付之罰款(如有)之用。</p> <p>Where the Vendor is responsible for payment of the special stamp duty, the Vendor shall within the prescribed period for payment pay to the Purchaser's solicitors a sum equivalent to the amount of the special stamp duty payable by the Vendor on timely basis and shall irrevocably authorise the Purchaser's solicitors to apply the same for the purpose of payment of the special stamp duty. Breach of this clause on the part of the Vendor entitles the Purchaser to make deduction from the balance of the purchase price and apply the sum so deducted for the purpose of payment of special stamp duty and penalty for late stamping(if any).</p> <p><b>(9d.)</b> 如該物業為或包括住宅物業，買方知悉若在取得該物業之日起計的36個月內處置該物業,買方有責任繳付因該處置而產生的額外印花稅。</p> <p>If the said premises are or comprise of residential property, the Purchaser hereby acknowledges that if the said premises is disposed of by the Purchaser within 36 months from the date of acquisition, the Purchaser shall be liable to pay the special stamp duty arising from such disposition.</p> <p><b>(9e.)</b> 本條款於該物業交易完成後仍然有效。</p> <p>This clause shall survive completion.</p>

代理佣金 Agent's commission	<p>(10a.) 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港幣\$ _____ 並向買方收取</p> <p>In consideration of the services rendered by the Agent, the Agent shall be entitled to receive HK\$ _____ from the Vendor and</p> <p>港幣\$ _____ 作為佣金。(分別為「賣方佣金"及"買方佣金”)</p> <p>HK\$ _____ from the Purchaser as commission (respectively the Vendor Commission" and "the Purchaser</p> <p>(10b.) 賣方佣金及買方佣金之繳付不得遲於</p> <p>The Vendor Commission and the Purchaser Commission shall be paid not later than _____</p> <p>(*10c.) 買賣雙方明白及知悉代理已委託賣方律師及買方律師代為分別收取賣方佣金及買方佣金。</p> <p>The Vendor and the Purchaser hereby acknowledge that the Agent shall authorize the Vendor's Solicitors and the Purchaser's Solicitors respectively to collect and receive the Vendor Commission and the Purchaser Commission for and on behalf of the Agent.</p> <p>(10d.) 賣方承諾將授權其律師在該物業成交日時於該物業之樓價餘款中(若有)扣起賣方佣金並支付該佣金予代理。</p> <p>The Vendor hereby covenants that the Vendor shall authorize its Solicitors to deduct the Vendor Commission from the balance of the Purchase Price (if any) and to pay the same to the Agent upon completion of the sale and purchase of the said premises.</p>
代理之賠償 Agent's commission	<p>(11a.) 無論在任何情況下,若賣方或買方未能履行本合約之條款賣出或買入該物業,則悔約的一方須即時付予代理</p> <p>if in any case either the Vendor or the purchaser fails to complete the sale or purchase in the manner herein contained, the defaulting party shall compensate to Agent.</p> <p>港幣\$ _____ 作為賠償代理之損失。</p> <p>at once the Agent HK\$ _____ as agreed damages.</p> <p>(11b.) 如買賣雙方在簽署本合約後未得代理書面同意下達成協議取消本合約所涉及的交易,買賣雙方將需在交易取消時即時各自負責支付代理根據本合約第10a條各自所需負責的佣金及費用。</p> <p>In the event that Vendor and the Purchaser shall after the signing of this Agreement agree to cancel the transaction under this Agreement without the prior written consent of the Agent, each of the Vendor and Purchaser shall upon cancellation of the transaction forthwith be liable to pay the Agent the commission and fees payable by them under clause 10a of this Agreement.</p>
以現狀出售 As is basis	<p>(12.) 該物業是以現狀售予買方。</p> <p>The said premises is sold to the Purchaser on an "as is basis".</p>
責任 Liabilities	<p>(13a.) 如賣方或買方是有限公司而不依本合約之條款完成買賣,代表該有限公司簽署的人須負責支付及承擔代理應收之所有佣金。</p> <p>Should the Vendor or the Purchaser be a limited company which fails to complete the sale or purchase in the manner herein contained, the person(s) who signed this Agreement on behalf of the limited company shall be personally liable for all commission due to the Agent.</p> <p>(13b.) 如本合約由賣方或買方的代理人或授權人簽署,則代理人或授權人須承擔本合約之所有責任。</p> <p>Should the signatory be donee(s) or attorney(s) of the Vendor / Purchaser, the donee(s) or attorney(s) shall be personally liable for all the liabilities arising from this Agreement.</p>
宣稱 Declaration	<p>(14.) 賣方宣稱其為該物業之唯一業主或業主已得其他聯名業主之同意。</p> <p>The Vendor declares that he/she is the sole registered owner of the said Premises or otherwise he / she has the consent and approval of the other joint owner(s).</p>
過往談判 Prior negotiations	<p>(15.) 此合約取代三方過往所有之談判、聲稱、理解及協議。</p> <p>This agreement supersedes all prior negotiations, representation, understanding and agreements of the parties hereto.</p>
動產 Chattels	<p>(16.) 本買賣包括附表內所列之動產、傢俬及裝設。</p> <p>It is hereby declared that the sale and purchase hereof shall include the chattels, furniture and fittings asset out in the Schedule attached hereto.</p>
住宅/非住宅 residential/non-residential	<p>(*17.) 茲証明此項買賣之物業根據印花稅條例第117章29A (1)段之定義乃住宅/非住宅物業。</p> <p>It is hereby certified that the transaction hereby affected relates to residential non-residential premises within the meaning of Section 29A(1) of the Stamp Duty Ordinance Cap.</p>
委任代理 Appointment of Agent	<p>(*18.) 茲聲明本合約之代理為買賣雙方代理 /只是賣方代理 /只是買方代理。</p> <p>It is hereby declared that the Agent is the Agent for both the Vendor and the Purchaser for the Vendor only for the Purchaser only.</p>
解釋 Interpretation	<p>(*19.) 此合約以中/英文本為準。</p> <p>This agreement should be interpreted in its Chinese / English version in case of ambiguities.</p>
備註 Remarks	<p>(*20.) _____</p>

賣方簽署接受 Signed by the Vendor	代理簽署接受 Signed by the Agent	買方簽署接受 Signed by the Purchaser
簽署人姓名 Name of Signator(ies)	代理姓名 Name of Agent	簽署人姓名 Name of Signator(ies)
身份証號碼 I.D.No.(s)	牌照號碼 Licence No.(s)	身份証號碼 I.D.No.(s)
身份証號碼 I.D.No.(s)	牌照號碼 Licence No.(s)	身份証號碼 I.D.No.(s)

茲收到買方臨時訂金現金/支票號碼 \_\_\_\_\_ 由 \_\_\_\_\_ 銀行發出，金額港幣\$ \_\_\_\_\_ 元  
Received from the Purchaser the initial deposit in Cash/by Cheque No. \_\_\_\_\_ of \_\_\_\_\_ Bank in the sum of HK\$ \_\_\_\_\_ only

賣方簽收 Acknowledge Receipt by the Vendor	* 刪去不適用者 Delete if inapplicable
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