

**Provisional Agreement**  
**for sale and purchase of the entire issued share capital of the Company**  
公司（股份）買賣臨時協議書

Date of this Agreement :

合約日期：\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日

Name of the Company  
for Sale : \_\_\_\_\_ ("Company")

轉讓公司名稱 : \_\_\_\_\_ ("該公司")

B.R. No. 商業登記號碼 : _____	C. I. No. 公司編號 : _____
Vendor 轉讓方 : _____	HK.ID No. 身份證號碼 : _____
Address 地址 : _____	

Purchaser 認購方 : _____	HK.ID No. 身份證號碼 : _____
Address 地址 : _____	

Guarantor 公司擔保人 : _____	HK.ID No. 身份證號碼 : _____
Address 地址 : _____	

Agent 代理方 : 重量行物業代理有限公司	No. of the Estate Agent's Licence(s) 持牌地產代理牌照號碼 : C-054539
Registered Office 註冊地址 : ROOM A, UNIT 1, 7/F, TOWER B, HUNG HOM COMMERCIAL CENTRE, 37-39 MA TAU WAI ROAD, KLN.	

1. The Vendor agrees to sell and the Purchaser agrees to purchase the entire issued share capital of the Company ("Sale Share") and the shareholder's/director's loan ("Sale Loan") to the Company at the price of HK\$ \_\_\_\_\_ ("Purchase Price") which shall be payable by the Purchaser to the Vendor in the manner as follows:  
認購方與轉讓方協議，以港幣 \$ \_\_\_\_\_ ("轉讓費") 將該公司全部股份 ("出售股份") 及所有股東及/或董事貸給該公司的全部貸款 ("出售貸款") 轉讓予認購方，並根據下列之條款支付轉讓費予轉讓方：
- (a) HK\$ \_\_\_\_\_ as initial deposit (the "Initial Deposit") shall be paid by the Purchaser to the Vendor's solicitors upon signing of this Agreement.  
認購方於簽署此協議書時須支付臨時訂金港幣 \$ \_\_\_\_\_ ("臨時訂金") 予轉讓方的代表律師。
- (b) The Vendor and the Purchaser shall enter into a Formal Agreement for Sale and Purchase of the Sale Share ("Formal Agreement") on or before \_\_\_\_/\_\_\_\_/\_\_\_\_. Upon signing of the Formal Agreement by the Purchaser as aforesaid, the Purchaser shall pay HK\$ \_\_\_\_\_ (the "Further Deposit") as further deposit and part of the Purchase Price to the Vendor's solicitors. If the Formal Agreement cannot be signed by the Vendor and the Purchaser on or before \_\_\_\_/\_\_\_\_/\_\_\_\_, then the terms and conditions as contained in this Agreement shall prevail.  
認購方及轉讓方於 \_\_\_\_ 年 \_\_\_\_ 月 \_\_\_\_ 日或之前須簽署正式轉讓協議書，認購方並須同時支付港幣 \$ \_\_\_\_\_ ("加付訂金") 予轉讓方代表律師作為加付訂金及部份轉讓費用。  
如於 \_\_\_\_ 年 \_\_\_\_ 月 \_\_\_\_ 日買賣雙方未能就正式轉讓協議書內所載的條文達成一致意見，則雙方同意一切條文以本協議為依歸。
- (c) Completion of the sale and purchase of the Sale Share and Sale Loan shall take place at the office of the Vendor's Solicitors on \_\_\_\_/\_\_\_\_/\_\_\_\_ ("Completion Date") at or before 2:30 p.m. The balance of the Purchase Price of HK\$ \_\_\_\_\_ shall be paid by the Purchaser in favour of the Vendor upon completion as aforesaid.  
認購方及轉讓方須於 \_\_\_\_ 年 \_\_\_\_ 月 \_\_\_\_ 日 ("成交日") 下午 2:30 時或之前在轉讓方之代表律師樓完成出售股份及出售貸款轉讓手續，認購方並須同時支付港幣 \$ \_\_\_\_\_ 予轉讓方作為轉讓費餘款。

The Initial Deposit and Further Deposit under (a) and (b) above shall be held by the Vendor's solicitors as stakeholders who shall release the same to the Vendor upon completion.

(a) 及 (b) 項之臨時及加付訂金將由轉讓方律師保管，直至成交時才可發放予轉讓方。

2. The Vendor warrants with the Purchaser that the Company is not liable to any loan or debt liability save and except Sale Loan as at Completion and it is not involved whether as plaintiff or defendant or otherwise in any court proceedings and no such proceedings are threatened or pending. The Vendor hereby further warrants that he shall be responsible for any liability as a result of or in connection with any such loan or debt liability or proceedings incurred as aforesaid on or before the Completion Date.  
轉讓方須保證該公司於成交日沒有任何負債（股東負債除外）或法律訴訟在進行中，若日後有任何在轉讓日當日或之前已存在之債務或訴訟所引起之有關財務法律責任需由轉讓方全權負責。
3. The Vendor declares and warrants that the Company is the legal and beneficial owner of the property described in the Schedule 1 hereto ("Property") free from all encumbrances and that the Company has a good title to the Property. The Vendor hereby agrees and warrants that the Vendor shall at his own cost and expenses discharge the existing mortgage, if any, and all other charges (if any) of the Property to the intent that the Property will on or before completion of the sale and purchase of the Sale Share free from encumbrances.  
轉讓方聲明及保證該公司乃附表一所述之物業之正式及合法持有人（“該物業”）及該物業的業權完好。轉讓方同意及保證於完成出售股份買賣成交日或之前將該物業現有的所有按揭和借貸清還。
4. On the Completion Date and upon the payment of the balance of the Purchase Price by the Purchaser as aforesaid, the Vendor shall:  
於成交日成交同時，當認購方如期繳付所有轉讓費餘款予轉讓方，轉讓方須作下列安排：
- (a) sign all necessary documents to transfer and arrange for registration of the Sale Share in the name of the Purchaser or its nominee;  
簽署所有有效文件將出售股份轉讓並登記認購方或其指定人名下；
  - (b) deliver to the Purchaser all the relevant corporate documents of the Company, including but not limited to the certificate of incorporation, business registration certificates, register of shareholders, register of directors, all transfer of shares documents since the incorporation of the Company, common seal and chop, printed copies of the memorandum and articles of association, minutes of meetings, contracts, tax returns and relevant documents, audited accounts since the incorporation of the Company;  
將該公司一切有關文件及物件，包括但不限於該公司註冊證書、商業登記證、股東名冊、董事名冊、圖章、鋼印、公司章程，該公司成立日至成交日的轉股文件、股東會及董事會會議記錄，合約，報稅表及有關稅務文件、該公司成立日至成交日的經審計的會計賬目等交予認購方；
  - (c) deliver to the Purchaser the share certificate(s) representing the entire issued share capital of the Company and all other un-issued share certificates of the Company;  
將出售股份之股票及一切該公司未發行之股票交與認購方；
  - (d) arrange for resignation of all the existing directors and secretary of the Company and arrange for election of the new directors to sit in the board of the Company and appointment of a new secretary to be nominated by the Purchaser;  
轉讓方之所有董事及秘書均得辭退該公司之董事及秘書職位，並安排委任認購方或其指定人成為該公司之董事及秘書；
  - (e) procure the Company to revoke and cancel all existing bank account(s) opened and maintained by the Company (if any);  
取消該公司之一切銀行戶口（如有）；
  - (f) procure the Company to convene Resolutions in Waiting of both of the Sole director and the Sole shareholder for the purpose of transacting and approving the aforesaid businesses;  
安排該公司唯一董事及股東會議通過及承認上述之一切安排；
  - (g) in accordance with the direction of the Purchaser, the Vendor shall deliver all the title deeds and documents of the Property to the solicitors to be appointed by the Purchaser for handling and the Vendor shall settle and pay to its own Solicitors costs and expenses thereby incurred.  
轉讓方須按認購方之指示將該物業所有業權契據轉交認購方指定之律師辦理並付清轉讓方之代表律師之費用。
5. The Vendor hereby warrants and undertakes to the Purchaser that as at the date of this Agreement:  
轉讓方保證及承諾認購方以下幾點：
- (a) the Vendor is the sole beneficial owner of the Sale Share of the Company and the Company has no other shareholder;  
轉讓方擁有出售股份的全部股份權益，該公司並沒有其他股東；
  - (b) the Sale Share is not subject to any mortgage, charges, liens, pledges for securing any liabilities of any party;  
出售股份權益沒有任何抵押或其他按揭；

- (c) the Vendor has the sole right and authority to sell, transfer or dispose of the Sale Share of the Company free from all liens, charges, incumbrances, pre-emption rights, equities and other third party rights whatsoever;  
轉讓方有權將出售股份權益在沒有產權負擔情況下出售予認購方而無須得到第三者同意；
- (d) on or before the Completion Date, the Vendor shall not assign, transfer or part with the interest of the Sale Share or any part thereof to any party (except the sale and purchase of the Sale Share contemplated herein), and the Vendor shall procure that the Company will not issue additional shares or creation of new class of shares or alteration of rights to any class of shares, purchase and acquire any asset or declare any dividend;  
於成交日期或之前該公司不得轉讓出售股份及發行新股或增加其資產或分紅；
- (e) on or before the Completion Date, the Company shall not be involved in any legal proceeding or dispute in tax liability, or violate any law or any rule or regulation of any governmental body affecting any of the Company;  
轉讓方保證該公司於成交日或之前不會有任何官司、稅務問題、違法事情等；
- (f) the Company has always been in compliance to supply all its relevant records and document to any competent authority as required by the current legislation, rule and regulation.  
該公司一向遵守法律條例所提交保存之有關紀錄或文件。
6. The Guarantor, as primary obligor and not merely as surety, hereby unconditionally and irrevocably guarantees to the Purchaser, and shall, on the Completion Date, unconditionally and irrevocably guarantee to the Purchaser and the Company, the due observance and performance by the Vendor of all the agreements, obligations, commitments and undertakings contained in this Agreement and in the Formal Agreement (hereinafter called the "Guaranteed Obligations") on the part of the Vendor to be observed and performed and that the warranties given or provided by the Vendor to the Purchaser under this Agreement and the Formal Agreement are true, accurate and correct and the Guarantor undertakes and agrees to indemnify the Purchaser and the Company and keep the Purchaser and the Company fully indemnified against all losses, costs, expenses and damages whatsoever which may be sustained by the Purchaser and/or the Company by reason of or in connection with any failure of the Vendor to perform any of the Guaranteed Obligations or breach of any of the warranties.  
擔保人（不僅作為保證人，亦為主要負責人）謹此無條件及不可撤回地向認購方保證，亦須於交易完成當日無條件及不可撤回地分別向認購方及該公司保證，轉讓方將遵守及履行本協議及正式買賣協議所載轉讓方須遵守及履行的所有協定、責任、承擔及承諾（下稱“保證責任”），而轉讓方根據本協議向認購方及／或該公司作出或提供的保證均屬真實、準確及無誤，且擔保人承諾及同意就認購方及／或該公司由於或關於轉讓方未能履行任何保證責任或違反任何保證而可能招致的一切虧損、成本、開支及損失，向認購方及該公司作出全面彌償保證。
7. Within 3 days after the Completion Date, the Purchaser hereby agrees to pay a service charge of HK\$ \_\_\_\_\_ to C & L PROPERTY AGENCY COMPANY LTD. for its service rendered in relation to this Agreement.  
認購方同意於成交日後3天內支付 重量行物業代理有限公司 港幣 \$ \_\_\_\_\_ 作為服務費。
8. Within 3 days after the Completion Date, the Vendor hereby agrees to pay a service charge of HK\$ \_\_\_\_\_ to C & L PROPERTY AGENCY COMPANY LTD. for its service rendered in relation to this Agreement.  
轉讓方同意於成交日後3天內支付 重量行物業代理有限公司 港幣 \$ \_\_\_\_\_ 作為服務費。
9. Should the Vendor fail to complete the sale and purchase of the Sale Share and the Sale Loan of the Company in accordance with this Agreement, the Vendor agrees to pay all service charges of HK\$ \_\_\_\_\_ to C & L PROPERTY AGENCY COMPANY LTD.  
如轉讓方於簽署此協議書後不履行此協議完成出售股份及出售貸款轉讓手續，轉讓方須支付港幣 \$ \_\_\_\_\_ 予 重量行物業代理有限公司 作為服務費。
10. Should the Purchaser fail to complete the sale and purchase of the shares of the Company in accordance with this Agreement, the Purchaser agrees to pay all service charges of HK\$ \_\_\_\_\_ to C & L PROPERTY AGENCY COMPANY LTD.  
如認購方於簽署此協議書後不履行此協議完成出售股份及 出售貸款轉讓手續，認購方須支付港幣 \$ \_\_\_\_\_ 予 重量行物業代理有限公司 作為服務費。
11. Each of the Vendor and the Purchaser hereby consents and agrees to instruct their own solicitors to act for each of them in this Agreement and the sale and purchase of Sale Share and Sale Loan contemplated herein and each party shall pay, bear his / its own legal costs and disbursements  
認購方及轉讓方同意各自委託律師代表處理此股份買賣協議及辦理出售股份及出售貸款轉讓之事宜。雙方須各自承擔其律師費及開支。
12. The Vendor shall be represented by \_\_\_\_\_ whereas the Purchaser shall be represented by \_\_\_\_\_.  
賣方的律師代表為 \_\_\_\_\_，而買方的律師代表為 \_\_\_\_\_。

13. All stamp duty (whether ad valorem or otherwise) in relation to the sale and purchase and transfer of the Sale Share and the Sale Loan contemplated herein shall be paid by the Purchaser solely.  
出售股份及出售貸款買賣及轉讓之所有印花稅由認購方單獨支付。
14. Unless otherwise specified herein, time shall in every respect be of the essence of this Agreement.  
除非另有明確規定，否則時間為本協議的要素。
15. It is hereby declared that the sale and purchase hereof shall include the furniture and fittings as set out in the Schedule 2 hereto.  
本買賣包括附表二內所列之傢俬及裝設。
16. This Agreement, when executed, constitutes legally binding and enforceable obligations of the Vendor and the Purchaser hereto in accordance with the terms and conditions herein. This Agreement shall be governed by and construed in all respects in accordance with the laws of The Hong Kong Special Administrative Region.  
本協議一經買賣雙方簽署，即構成雙方之間具有法律約束力並可執行的合約；本協議受香港法律規管。
17. The Chinese translation of this Agreement is for reference only and in case of ambiguity or conflict between the English and Chinese version, the English version shall prevail.  
本協議的中文譯本謹供參考之用，如有爭議，仍以英文本為準。
18. The Purchaser acknowledges that it is unable to use the Property and/or the shares of the Company as collateral for any loan to finance this transaction. Both the Vendor and the Purchaser shall seek its own professional advices from its solicitors and bankers on the terms of this Agreement and the financial arrangement before execution of this Agreement.  
認購方知悉其於成交日或之前不能以該物業或該公司股份作為抵押以獲取貸款以完成此交易，轉讓及認購雙方須於簽署本協議前自行就本協議的內容及其財務安排諮詢律師及銀行意見。
19. The parties hereto further agree that they shall be respectively bound by and entitled to the benefit of the Special Conditions set out in the Schedule 3 provided that if there is any inconsistency or conflict between the provisions of the above Clauses and the provisions of the Special Conditions, the latter shall prevail.  
雙方同意遵守附表三的特別條件，如本協議條款與特別條件有差異，應以特別條件為準。

**Signed by the Vendor:**

轉讓方簽署：

**Signed by the Purchaser :**

認購方簽署：

**Signed by the Guarantor:**

擔保人簽署：

\_\_\_\_\_  
Name :

姓 名：

\_\_\_\_\_  
Name :

姓 名：

\_\_\_\_\_  
Name :

姓 名：

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**Signed by the Agent :**

代理方簽署：

**Signed by the Company:**

該公司簽署：

\_\_\_\_\_  
Name :

姓 名：

\_\_\_\_\_  
Name :

姓 名：

The Vendor acknowledges receipt of the cheque for the initial deposit of HK\$ \_\_\_\_\_

(Cheque No. : \_\_\_\_\_ / Bank : \_\_\_\_\_ )

轉讓方簽收臨時訂金支票港幣 \$ \_\_\_\_\_

銀行支票號碼： \_\_\_\_\_

銀 行 名 稱： \_\_\_\_\_

\_\_\_\_\_  
轉讓方

Name :

姓 名：

Schedule 1

附表一

**The Property :**

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**Signed by the Vendor:**

轉讓方簽署：

**Signed by the Purchaser :**

認購方簽署：

**Signed by the Guarantor:**

擔保人簽署：

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Name :

姓 名：

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Name :

姓 名：

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Name :

姓 名：

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**Signed by the Agent:**

代理方簽署：

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**Signed by the Company:**

該公司簽署：

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Name :

姓 名：

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Name :

姓 名：

Schedule 2  
附表二

Furniture and Fittings list :

傢俬及裝設清單：

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Schedule 3  
附表三

**Special Conditions:**

**特別條件：**

1. The Formal Agreement shall incorporate the terms as provided herein and the usual terms, and the usual undertakings and warranties given by a vendor and a purchaser in an agreement for the sale and purchase of shares of a Hong Kong property investment holding company.  
買賣股份及債權之正式合約將包含本合約的條文及一般買賣香港物業投資公司股份合約內的慣常條文，及買賣雙方的慣常承諾及保證。
2. Completion shall be subject to and conditional on:
  - (a) the Purchaser having completed his due diligence review on the business, financial, legal and other aspects of the Company and being satisfied with the results thereof; and
  - (b) the Vendor having procured the Company to give and prove a good title to the Property in accordance with Sections 13A and 13 of the Conveyancing and Property Ordinance (Cap.219 of the Laws of Hong Kong).

If any of the foregoing conditions is not fulfilled (or waived by the Purchaser) on or before the Completion Date, the Purchaser shall be entitled to cancel this Agreement whereupon the Initial Deposit and the Further Deposit shall be returned by the Vendor or the Vendor's solicitors to the Purchaser forthwith.

待達成下述條件後，本協議項下擬進行的交易方可完成：

- (a) 認購方完成對該公司之業務、財務、法律及其他各方面的盡職調查，並且對調查結果感到滿意；及
- (b) 轉讓方促使該公司根據香港法例第219章《物業轉易及財產條例》第13A條及13條給予業權及證明該公司對該物業有妥善的業權。

如以上任何一項條件未能於完成日期或之前達成（或獲認購方豁免），認購方有權取消本協議，而轉讓方或轉讓方律師亦須立即退回認購方已付的臨時訂金及加付訂金。

3. To facilitate the carrying out of the due diligence review by the Purchaser, the Vendor hereby undertakes to deliver to the Purchaser or the Purchaser's solicitors all documents relating to the Company for the past 7 years within 30 days from the date of this Agreement to enable the Purchaser to carry out the due diligence review. If it is discovered during the due diligence review that there is any irregularity, the Vendor or the Vendor's solicitors shall rectify the same as soon as possible. In addition, the Vendor shall procure the Company to deliver to the Purchaser's solicitors within 30 days from the date of signing of this Agreement all title deeds and documents relating to the Property for providing title to the Property.

為配合認購方對該公司進行盡職調查，轉讓方謹此承諾於本協議日期起計30日內向買方或買方律師交付所有有關該公司過去七年之文件讓認購方進行對該公司之盡職調查，如調查發現任何問題，轉讓方或轉讓方律師須儘快解決。此外，轉讓方亦確保該公司須於本協議日期起計30日內將一切有關該物業業權的契據及文件送交認購方代表律師查閱。

4. The Vendor shall execute a Deed of Assignment of Loan to assign all the Sale Loan, other debt and obligations due and owing by the Company to them/him/her/it as at the Completion Date to the Purchaser or his/her/its nominee. The parties agree that the Purchase Price includes the consideration for the assignment of the Sale Loan.

轉讓方須於成交時簽署一份股東債權轉讓契 (Deed of Assignment of Loan) 將該公司全部股東債權轉讓給認購方。雙方同意轉讓費已包含轉讓股東債權的代價。



5. The Vendor shall have to prove good title to the Sale Share, the Sale Loan (as hereinbefore defined) and the Property to the Purchaser. The Vendor warrants that the Property shall be free from all encumbrances as at completion.  
轉讓方須向認購方證明出售股份、股東債權及物業之業權為完好轉讓方保證成交時該物業是沒有任何負擔或債項。
- (a) The Vendor warrants that the Company has not carried out any business save and except the holding of the Property and has never employed any employee.  
轉讓方保證該公司除持有該物業外，並無其他業務，亦無聘用僱員。
- (b) The Purchaser agrees that the Vendor may make use of part of the balance of the Purchase Price to redeem the existing mortgage on completion and accepts the Vendor 's solicitors' undertaking to deliver the relevant release/discharge to the Purchaser 's solicitors within 21 days after completion.  
認購方同意轉讓方成交時可利用價錢的一部份用作償還該物業的現有按揭貸款，並接受轉讓方律師承諾成交後 21 天內將有關按揭契及解除按揭契送交認購方律師。
- (c) The Vendor shall deliver a management accounts of the Company made up to the Completion Date which must be certified true and correct by the Vendor on completion and undertakes to procure the Company and the Company confirms and undertakes to deliver an audited accounts of the Company made up to the Completion Date within 30 days after completion.  
轉讓方須於成交時將該公司截至成交日的管理賬目（必須由轉讓方簽署證明真確無誤）交予認購方，轉讓方承諾及該公司確認及承諾於成交日後30天內將截至成交日及經審計的賬目送交認購方。
- (d) The Property shall be sold on "as-is" basis. Upon completion Property to the Purchaser.  
該物業將以現況出售認購方。
- (e) On completion, the Vendor shall execute a Deed of Tax Indemnity for a period seven (7) years after the Completion Date in a form approved by the Purchaser in favour of the Purchaser or the Purchaser 's nominee(s).  
成交時，轉讓方須簽署一份由認購方代表律師審批的稅務責任彌償保證書，彌償保證有效期為成交日後的七年。
6. Both the Company and the Guarantor join in this Agreement as parties to signify their agreement to the terms and conditions herein so far as the Company and/or the Guarantor is concerned.  
該公司及擔保人加入簽署本協議書以確認該公司及／或擔保人分別同意及接受本協議書條文(只限與該公司及／或擔保人有關的條文)並受該等條文約束。
7. (a) The Company hereby warrants and declares that the Company has not received any notice or order from any Government or other competent authority requiring the Company to demolish or reinstate any part of the said Premises. If it should be discovered that such notice or order exists on or before Completion, all the costs and liabilities in compliance such demolition or re-instatement shall be borne and paid by the Vendor.  
該公司聲明沒有收到政府或有關部門的通知或命令要求維修該物業，如交易前該公司收到該等通知或命令或該等通知或命令於交易日或以前經已發出，一切履行該等通知或命令的責任及費用等由轉讓方負責。
- (b) The Company hereby declares that the Company has not received any notice or order from any Government or other competent authority or the Manager or the Management Committee of the Building of which the Property forms part requiring the Company as one of the co-owners of the said Building to effect repair to any common part and facilities of the said Building. If it should be discovered that any such notice or order exists on or before Completion, all the costs and liabilities for such repair shall be borne by the Vendor.  
該公司聲明沒有收到政府或有關部門或大廈管業處或大廈立案法團的通知或命令要求維修上述大廈的一切公共地方或設備，如交易前該公司收到該等通知或命令或該等通知或命令於交易日或以前經已發出，一切履行該等通知或命令的責任及費用等由轉讓方負責。

8. (a) Should the Vendor fail to complete the sale in accordance with the terms and conditions herein contained (except as a result of default by the Purchaser), the Vendor shall forthwith return to the Purchaser the deposits and the Purchaser shall be entitled to claim all damages losses and expenses suffered or incurred by the Purchaser arising from the default on the part of the Vendor. The right of the Purchaser to claim for damages and losses as aforesaid should be without prejudice to the right of the Purchaser to seek for specific performance of the terms herein in lieu of or in addition to damages.  
若轉讓方不按照本協議書完成交易(因認購方的過失除外)，轉讓方須立即退還認購方已付之訂金，認購方並可向轉讓方追討賠償。本條文並不妨礙認購方就轉讓方違反本協議書的條文尋求其他賠償方法，包括但不限於向法院申請強制履行令的權利。
- (b) Should the Purchaser fail to complete the purchase in accordance with the terms and conditions herein contained (except as a result of default by the Vendor), the Vendor shall have the right to forfeit the deposits absolutely and the Vendor shall then be entitled at his absolute discretion to dispose of or otherwise deal with the Sale Share and Loan Advance but without prejudice to the rights and remedies which the Vendor may have against the Purchaser, including the right to claim for damages for further losses and damages. The right of the Vendor to claim for damages and losses as aforesaid should be without prejudice to the right of the Vendor to seek for specific performance of the terms herein in lieu of or in addition to damages.  
若認購方不按照本協議書完成交易(因轉讓方的過失除外)，轉讓方有權即時沒收認購方已付之訂金，轉讓方並有權向認購方追討賠償。本條文並不妨礙轉讓方就認購方違反本協議書的條文尋求其他賠償方法，包括但不限於向法院申請強制履行令的權利。
9. This Agreement is subject to existing tenancy (a copy of the tenancy agreement has been produced to the Purchaser for perusal). The Vendor shall refund the rental deposit to the Company on completion.  
該物業連同現有之租約(複印本已交認購方覽閱)。轉讓方須於成交日將所有租約按金交回該公司。
10. This Agreement shall be governed by and construed in all respects in accordance with the laws of the Hong Kong. Each Party hereto agrees that the courts of the Hong Kong shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes which may arise out of or in connection with this Agreement and for such purpose the Parties hereto irrevocably submit themselves to the non-exclusive jurisdiction of such courts.  
本協議書受香港法律規管並按照香港法律解釋而本協議書各方不可撤銷地接受香港法院的非獨有司法管轄權管轄。買賣雙方均可向香港法院申請強制執行本協議書的任何條文。

**Signed by the Vendor :**

轉讓方簽署：

**Signed by the Purchaser :**

認購方簽署：

**Signed by the Guarantor :**

擔保人簽署：

\_\_\_\_\_  
Name :

姓 名：

\_\_\_\_\_  
Name :

姓 名：

\_\_\_\_\_  
Name :

姓 名：

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**Signed by the Agent :**

代理方簽署：

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**Signed by the Company:**

該公司簽署：

\_\_\_\_\_  
Name :

姓 名：

\_\_\_\_\_  
Name :

姓 名：