

Provisional Agreement 臨時買賣協議

On 於 _____ year 年 _____ Month 月 _____ Day 日 is made 訂立

1. **Vendor Name 賣方姓名:** _____
Address 地址: _____

Hong Kong Identity Card No. 香港身份證號碼: _____ (Individual 個人)
Business Registration No. 商業登記號碼: _____ (Company 公司)
Vendor's Solicitors Name 賣方律師名稱: _____
2. **Purchaser Name 買方姓名:** _____
Address 地址: _____

Hong Kong Identity Card No. 香港身份證號碼: _____ (Individual 個人)
Business Registration No. 商業登記號碼: _____ (Company 公司)
Purchaser's Solicitors Name 買方律師名稱: _____
3. **Premises Address 物業地址:** _____
_____ (as shown at the Land Registry 如土地註冊處所示)
The said premises is a [residential]/[commercial] property. 本物業是[住宅]/[非住宅]物業。
4. **Agreement 協定:** Vendor agrees to sell and the Purchaser agrees to buy the said premises pursuant to terms of this Agreement. Parties shall inform each other of the names, addresses and telephone numbers of their respective solicitors within 4 days upon signing this Agreement in respect of the sale and purchase of the said premises under this Agreement. 根據本協議條款賣方同意售賣本物業，而買方亦同意購買本物業。雙方應在簽署本協議後 4 日內相互告知各自律師的姓名、地址和電話號碼，以進行本協議之本次買賣交易。
5. **Purchase Price 買價:** HK\$ 港幣 _____ 元。
6. **Completion Date 完成交易日:** _____ year 年 _____ month 月 _____ day 日 (or earlier 或當日前)。

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7. **Payment Terms 付款條款:**

- (a) Upon signing this Agreement, the Purchaser shall pay the Vendor the Initial Deposit of 在簽署本協議時買方須向賣方支付首期訂金 HK\$港幣 _____ 元。
- (b) On 在 _____ year 年 ____ Month 月 ____ Day 日 (or earlier 或當日前), the Purchaser shall pay the Vendor a Further Deposit of 買方須再向賣方支付另一期訂金 HK\$ 港幣 _____ 元。
- (c) Upon the Completion Date, the Purchaser shall pay the Vendor the balance of the purchase price upon the date of completion 在完成交易日，買方須向賣方支付買價的餘款。
- (d) The Further Deposit shall be paid to the Vendor's solicitors, who shall hold the same as escrow until the Purchaser could verify the Vendor's title of the said premise in accordance with the terms of this Agreement. The Purchaser shall pay the Further Deposit and the balance of the Purchase Price by a cashier's order issued by a licensed bank operating in Hong Kong or a cheque issued by a solicitors' firm. 另一期訂金須向賣方律師支付，由賣方律師以代管人身份持有，直至買方依據本協議條款核實賣方在本物業的業權為止。在買方繳付另一期訂金及買價的餘款的款項時，均須以在香港經營的持牌銀行所發的本票或律師事務所支票支付。

8. **Formal Agreement 正式協議:** on 在 _____ year 年 ____ month 月 ____ day 日 (or earlier 或當日前), Parties shall sign a Formal Agreement and the Formal Agreement shall supersede this Agreement. If the Parties are unable to reach an agreement on the content of the Formal Agreement, the Parties shall continue to be legally bound by this Agreement. 買賣雙方簽署的正式買賣協議，而該正式協議將取代本協議。如買賣雙方未能就正式協議的條款達成協議，雙方仍須繼續受本協議約束。

9. **Possession/Lease 管有權/租賃:** Vacant possession of the said premises shall be delivered to the Purchaser by the Vendor upon the Completion Date. If the said premises is sold in conjunction with the following lease agreement, the Purchaser shall be bound by and have the benefit of the lease agreement which were described below: 賣方須在完成交易時將本物業的空置管有權交付買方。若本物業連同下述租賃協議出售，買方須受該租賃協議規限，並享有該租賃協議的利

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益，該租賃協議的詳情簡述如下：

- (a) Tenant Name 租客姓名：_____
- (b) Lease Term 租賃期： From 由_____ year 年_____ month 月_____ day 日
to 至 _____ year 年_____ month 月_____ day 日
- (c) Monthly Rental 每月租金： HK\$ 港幣 _____ 元。
- (d) Rental Deposit 租約按金： HK\$ 港幣 _____ 元。

- 10. **Appliances and Household Items 裝置及家居物品：** The purchase price includes fixed attachments to the said premises listed in Schedule 1 to this Agreement. Such attachments are not subject to any mortgage, charge, lien, instalment hire purchase or conditional sale agreement. 買價包括本協議 附表 1 所列的物業的固定附著物品。該等物品不受任何按揭、押記、留置權、分期付款租購或有條件售賣協議規限。
- 11. **Mortgage/Charge 按揭/押記：** The said premises shall be sold free of any mortgage or charge. If the said premises is subject to any mortgage or charge, the Vendor shall discharge any mortgage or charge on the Property upon the Completion Date. 本物業將在不受任何按揭或押記規限的情況下出售。若本物業受任何按揭或押記規限，賣方須在完成交易日，將本物業的任何按揭或押記解除。
- 12. **Illegal Structure 非法構築物：** The Vendor is not aware of any illegal or unauthorized structures built on the said premises, except otherwise already disclosed to the Purchaser. 賣方並不知悉有任何非法或未經許可建於本物業上的構築物，除了已向買方披露了的，則屬例外。
- 13. **Notice 通知：** The Vendor is not aware of any notice given for the following circumstances 賣方並不知悉有任何就以下情況發出的通知：
 - (a) repossession or compulsory acquisition of the said premises 收回或強制收購本物業；或
 - (b) require the Vendor to carry out any building work on the said premises; or require the Vendor to contribute to the outstanding deficit in the management accounts; or require the Vendor to contribute to the costs of any building work which has not been completed pursuant to any regulation. 要求賣方對本物業進行任何建築工程；或要求賣方分擔管

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理帳目中尚未清繳的赤字；或要求賣方分擔未依規定完成的建築工程的費用。

14. **Property Risk 物業風險:** The said premises is at the Vendor's risk until a Formal Agreement is signed. If the said premises is substantially damaged or destroyed by fire or other insurable event, or by the negligence or wilful act of the Vendor before that date, the Purchaser may, at his/her option, terminate this Agreement and recover all deposits paid to the Vendor. 本物業的風險須由賣方承擔，直至簽署正式協議為止。如在該日期前本物業由於發生火警或其他可投保的事件，或由於賣方的疏忽或故意作為，受到重大損害或毀壞，則買方可選擇終止本協議並取回已向賣方支付的所有訂金。
15. **Time 時間:** The time is of essence under this Agreement. If the obligations of this Agreement are to be performed from Monday to Friday, they must be performed before 5:00 pm; if they are to be performed on Saturday, they must be performed before 1:00 pm. Obligations that are required to be performed on Sundays, public holidays or on days when the No. 8 or higher Wind Signal or Black Rainstorm Warning is hoisted shall be postponed to the next working day. 本協議有關時間的規定，必須嚴格遵守。本協議的義務如須在星期一至星期五履行，則須在下午五時前履行；如須在星期六履行，則須在下午一時前履行。凡須在星期日、公眾假期或在懸掛八號或更高強風訊號或黑色暴雨警告的日子履行的義務，則須順延至下一工作天履行。
16. **Legal Costs and Stamp Duty 法律費用及印花稅:** Parties are each responsible for their own legal costs. The Purchaser shall pay stamp duty on this Agreement, the Formal Agreement or the Assignment subsequent thereto. 買賣雙方須各自負責本身的法律費用。買方須支付本協議、其後的正式協議或轉讓契的印花稅。
17. **Implied Terms 隱含條款:** All terms and conditions set out in the Schedule II of the Conveyancing and Property Ordinance are implied in this Agreement, unless they are in conflict with the express terms of this Agreement. 本協議須收納《物業轉易及財產條例》附表二所列條款及條件，但與本協議明文條款相抵觸者，則屬例外。
18. **Termination 撤銷權:** Either party may terminate this Agreement by giving written notice to the

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other party on or before the date of signing the Formal Agreement. 在簽署正式買賣協議當日或之前任何時間，任何一方可以書面通知對方撤銷本協議。

If the Purchaser terminates this Agreement, the Initial Deposit paid shall be forfeited by the Vendor and upon serving a notice of termination, the Purchaser shall also produce (i) a stamped copy of this Agreement to substantiate that the payment of the required stamp duty has been made; or (ii) a cashier order made payable to the Vendor or the Government of the Hong Kong Special Administrative Region in a sum equivalent to the amount of the stamp duty being levied under this Agreement. 如買方撤銷本協議，已付的首期訂金則由賣方沒收，並且買方須隨撤銷通知，附上 (i) 已蓋有印花的本協議副本一份，以提供證據證明已繳付本協議須付的印花稅；或(ii) 以賣方或香港特別行政區政府為抬頭人、款額相等於本協議須付的印花稅款額的本票一張。

If the Vendor terminates this Agreement: 如賣方撤銷本協議：

- (a) the Vendor shall make refund of the Initial Deposit to the Purchaser; 賣方須將買方已付的首期訂金退還買方；
- (b) the Vendor shall pay the Purchaser a sum equivalent to the Initial Deposit as compensation; 賣方須向買方支付相等金額作為補償； and 及
- (c) the Vendor shall pay the stamp duty being levied under this Agreement; or reimburse the Purchaser such stamp duty already paid under this Agreement. 賣方須繳付本協議須付的印花稅，或向買方付還就本協議已繳付的印花稅。

When either the Vendor or the Purchaser terminates this Agreement pursuant to the above terms, this Agreement shall be terminated without other remedies payable by one party to another. 在買方或賣方按照上述條款撤銷本協議時，本協議即告撤銷，而任何一方均無須向另一方作出其他補償。

19. This Agreement constitutes a legally binding agreement between the parties hereto; and this Agreement should be interpreted in its English version in case of ambiguities. 此合約是具有法律約束力，及此合約以英文本為準。

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20. If the Vendor and the Purchaser are selling and purchasing the said premises under the HOS Secondary Market Scheme of the Hong Kong Housing Authority, this Agreement shall be subject to the terms, covenants and conditions mentioned in the Schedule to the Housing Ordinance, Cap.283 and any amendments thereto; and the Purchaser is liable for payment of the premium as set out and calculated under the Housing Ordinance, Cap.283. 如買賣雙方根據香港房屋委員會的居屋第二市場計劃買賣上述物業，本協議須受 房屋條例第 283 章 附表所述的條款、契諾及條件及其任何修訂規限；買方有責任支付根據房屋條例第 283 章規定和計算的地價。

21. **Additional Terms 附加條款:** _____

Schedule 1 附表 1

The fixed attachments to the said premises were below: 物業的固定附著物如下:

Parties hereby sign this Agreement 賣方及買方在此簽署本協議:

Vendor 賣方

Purchaser 買方

The Vendor hereby signs and confirm his/her receipt from the Purchaser of the Initial Deposit in a sum of 賣方在此簽署確認收了買方首期訂金 HK\$港幣 _____ 元 by a cheque 的支票:

Vendor 賣方