

公司牌照號碼:
P-004571



進達物業代理

Target Property Agency Company
九龍紅磡鶴園街12號地下1號舖
Shop No. 1, G/F, 12 Hok Yuen St., Hung Hom, Kln.
Tel: 2330 1130 Fax: 2334 4866
物業臨時買賣合約

No 0328372

PROVISIONAL AGREEMENT FOR SALE AND PURCHASE

此合約訂於
This AGREEMENT is made on 14 October 2014 BETWEEN

合約第一方為
the first party GAIN TRADE ENTERPRISE LIMITED 持有香港身份證/
商業登記證號碼 3528496 地址在 (holder of Hong Kong Identity Card No./
Business Registration No. 3528496) of

以下稱“賣方”
(hereinafter called "the Vendor"); and
合約第二方為
the second party LEE YUK HING 持有香港身份證/
商業登記證號碼 G128507 (5) 地址在 (holder of Hong Kong Identity Card No./
Business Registration No. G128507 (5)) of
以下稱“買方”
(hereinafter called "the Purchaser"); and

合約第三方為
the third party 進達物業代理 Target Property Agency Company
持有商業登記證號碼 20409943 及持有地產代理(公司)牌照號碼 P-004571
Holder of Business Registration No. 20409943 and holder of Estate Agent (company) Licence No. P-004571
註冊地址在 九龍紅磡鶴園街12號地下1號舖 以上稱“代理”
of Shop No. 1, G/F, 12 Hok Yuen St., Hung Hom, Kln. (hereinafter called "the Agent")

合約三方茲同意買賣條款如下:
NOW IT IS HEREBY AGREED as follows:

1. 買賣雙方通過代理, 同意以下條款出售及購入
The Vendor agrees to sell and the Purchaser agrees to purchase, through the Agent subject to the terms and conditions herein
Contained, all that UNIT B ON 2ND FLOOR KAISER ESTATE No. 41 MAN YUE STREET, KOWLOON 以下稱“該物業”
(hereinafter called "the said premises")

2. 該物業之成交價為港幣
The purchase price of the said premises shall be HK\$ 20,000,000

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\$ 1,000,000

(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 28 October 2014

加付訂金港幣
further deposit shall be paid in the sum of HK\$ 3,000,000

(c) 再付訂金餘款於
Further deposit shall be paid on or before _____

即港幣
in the sum of HK\$ _____

(d) 於完成交易之時或以前, 即
Balance of purchase price shall be paid upon completion on or before 15 January 2015

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\$ 16,000,000

* 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,
The further deposits payable under (a) and (b) and (c) above shall be paid to the Vendor's solicitors as stakeholders who may release the

並在確保該樓價餘款足夠清還現存之按揭及債務時, 方可將該訂金轉交賣方。
Same to the Vendor provided that the balance of the purchase price is sufficient to discharge the existing legal charge/mortgage.

3. 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入。
The said premises is to be sold to the Purchaser or its nominee(s), Sub-purchaser(s) free from encumbrances.

4. 買賣完成時, 賣方須將該物業交予買方 / 買方同意
Upon completion, the Vendor shall deliver vacant possession of the said premises to the Purchaser / The Purchaser agrees to

連同該物業現有之租約一起購入該物業。
purchase the said premises subject to the existing tenancy.

5. 賣方是以確認人身份出售該物業。
The Vendor is selling as confimor.

6. 買賣雙方同意分別委任其代表律師。
The Vendor and the Purchaser agree that they shall separately appoint their own solicitors.

賣方代表律師為
The Vendor shall be represented by Messrs. 鄧李律師行

而買方之代表律師為
whereas the Purchaser shall be represented by Messrs. _____

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。
Each party shall pay its own legal costs. Subject to clause 8 hereof, all stamp duty shall be borne by the Purchaser solely.

7. 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訂金沒收外,
Should the Purchaser fail to complete the purchase in the manner herein contained, the deposit shall be forfeited to the Vendor and

並有權將該物業再行售予他人,
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

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。
sue the Purchaser for any liabilities and / or damages or to enforce specific performance.

賣方
Vendor

買方
Purchaser

代理
Agent

物業
Premises

成交價及付款方式
Consideration and payment

成交日期
Completion date

負擔或債項
Encumbrances

交吉
Vacant possession

確認人
Selling as confimor

代表律師及印花稅
Solicitors and stamp duty

買方悔約
Purchaser fails to perform

賣方悔約
Vendor fails to perform

代理佣金
Agent's commission

代理之賠償
Compensation to Agent

以現狀出售
As is basis

過往談判
Prior negotiations

動產
Chattels

住宅 / 非住宅
Residential/Non-Residential

總價值
Certificate of value

委任代理
Appointment of Agent

解釋
Interpretation

備註
Remarks

予買方及賣方之通知
Notice to the Purchaser and Vendor

Gain Trade Enterprise Limited
買達企業有限公司

賣方簽署接受
Signed by the Vendor

簽署人姓名
Name of Signator(ies)

身分證號碼
I.D.No.(s)

茲收到買方臨時訂金港幣
Received from the Purchaser the initial deposit in the sum of HK\$

賣方簽收
Signed by the Vendor

8. 如賣方在收取訂金後, 不依本合約之條款完成買賣
Should the Vendor after receiving the initial deposit paid hereunder fail to complete the sale in the manner herein contained, the
則賣方除須退還買方所付之訂金全數外, 並須以同等數目之金額賠償予買方。
Vendor shall immediately compensate the Purchaser with a refund of the initial deposit together with a sum equivalent to the amount
另負責繳付 / 退還本合約之印花稅,
of the initial deposit as liquidated damages and the reimbursement / payment (as the case may be) of stamp duty of the said
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。
Premises and the Purchaser shall not take any further action to claim for damages or to enforce specific performance.

9a. 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
In consideration of the services rendered by the Agent, the Agent shall be entitled to receive HK\$ 100,000
並向買方收取港幣 100,000 作為佣金。(分別為“賣方佣金”及“買方佣金”)
from the Vendor and HK\$ 100,000 from the Purchaser as commission (respectively the "Vendor Commission" and "the Purchaser Commission").

9b. 賣方佣金及買方佣金之繳付不得遲於
The Vendor Commission and the Purchaser commission shall be paid not later than 14 January 2015

9c. 買賣雙方明白及知悉代理已委託賣方律師及買方律師分別收取賣方佣金及買方佣金。
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.

9d. 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。
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

10a. 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, 則合約之一方須即時予代理
If in any case either the Vendor or the Purchaser fails to complete the sale or purchase in the manner herein contained, the
港幣 100,000 作為賠償代理之損失。
defaulting party shall compensate at once the Agent HK\$ 100,000 as agreed damages.

10b. 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之交易, 買賣雙方將需在各負責支付代
理根據本合約第九條各自所需負責的佣金及費用。
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 9 of this Agreement.

11. 該物業是以現狀售予買方。
The said premises is sold to the Purchaser on an "as is" basis.

12. 此合約取代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 of the parties hereto.

13. 本買賣包括附表內所列之動產、傢俬及裝設。
It is hereby declared that the sale and purchase hereof shall include the chattels, furniture and fittings as set out in the Schedule
attached hereto.

*14. 茲證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。
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. 117.

15. 茲證明此項買賣並非另一或另一組買賣之一部份。
It is hereby certified that the transaction hereby affected does not form part of a larger transaction or of a series of transactions in
而總價不超過港幣
respect of which the amount or value, or the aggregate amount or value of the consideration exceeds HK\$ 20,000,000

*16. 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。
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

*17. 此合約以中 / 英文本為準。
This agreement should be interpreted in its Chinese / English version in case of ambiguities.

18. 該物業以現狀交吉交易, 買家已知悉單位內之間格及裝修曾
經改動, 業主不會還原。買家已知悉1樓B1室內有樓梯
通往2樓B1。賣家將不會還原, 將由買家自行處理。20 該物業為必買

除本合約內所載列之事項外, 任何代理之低於分行經理職級之職員均無權代表代理作出任何承諾, 保證或陳述。
Save And Except those mentioned in this Agreement, any staff of the Agent ranking below branch manager has no authority to give or make

any promise, warranty or representation for and on behalf of the Agent.

Authorized Signature(s)

代理簽署接受
Signed by the Agent

簽署人姓名
Name of Signator(ies)

身分證號碼
I.D.No.(s)

代理牌照號碼: S-146824

支票號碼
Cheque no. 239411 渣打

* 刪去不適用者 To be deleted where inapplicable.