

臨時買賣合約
PRELIMINARY AGREEMENT FOR SALE AND PURCHASE此合約訂於
This AGREEMENT is made on 01/11/2024 合約第一方為 NG CHUN WAH賣方
Vendor 持有香港身份證/商業登記証號碼
(holder of Hong Kong Identity Card/Business Registration Number) N568501(8)地址在
of _____ 以下稱“賣方”
hereinafter called “the Vendor”;
and合約第二方為
this second party MO MAN CHING買方
Purchaser 持有香港身份證/商業登記証號碼
(holder of Hong Kong Identity Card/Business Registration Number) N521586(8)地址在
of _____ 以下稱“買方”
hereinafter called “Purchaser”;
and合約第三方為
the third party 天置物業代理有限公司 TIN CHI PROPERTY AGENCY LIMITED代理
Agent 持有商業登記証號碼 72189862 及持有地產代理(公司)牌照號碼
holder of Business Registration Number and holder of Estate Agent (Company) License No. C-987532地址在
of 元朗洪水橋盈福街11號洪福樓地下A舖 以下稱“代理”
Shop A, G/F, Hung Fook Building, 11 Ying Fuk Street, Hung Shui Kiu, Yuen Long, New Territories hereinafter called
“Tenant”合約三方茲同意條款如下
NOW IT IS HEREBY AGREED as follows:1. 機宇
Premises 買賣雙方須以下列條款 透過經紀出售及購入位於 MAI NING BUILDING, MEI FONG ST, KWAI CHUNG
The Vendor shall sell and the Purchaser shall purchase all that(以下稱“該樓宇”)之物業
(hereinafter called “the said premises”) through the Agent subject to the terms and conditions herein contained.2. 成交價及付款方
Consideration and manner of payment 該樓宇之樓價為港幣 5,800,000.00 買方須按下述方式付款
The purchase price of the said premises shall be HK\$ which shall be paid by the Purchase to the Vendor
in the manor as follows:

- a. 港幣 580,000.00 須在簽本合約之同時付清作為訂金
HK\$ shall be paid upon signing of this Agreement as deposit.
- b. 港幣 580,000.00 須於 01/11/2024 或之前付清作為首期餘
HK\$ shall be paid on or before 款 further deposit.
- c. 港幣 須於 或之前付清作為部份樓
HK\$ shall be paid on or before 款 part of purchase price.
- d. 港幣 須於買賣設計時付清作為樓價餘的而買賣須在 或之前完成
HK\$ shall be paid upon completion on or before as balance of purchase price.

3. 簽署正式合約日期
Date of S&P 正式買賣合約須於 08/11/2024 或以前簽妥
Formal Agreement for Sale and Purchase of the said premises shall be signed on or before4. 物業是否交吉出售
Vacant possession 買賣完成時賣方須負責將該樓宇交吉 / 買方同意連同該樓宇現有之租約一起
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. *The Vendor enclosed herewith copy of the existing tenancy agreement.5. 確認人
Selling as confirmor 賣方是以確認人身份出售該物
The Vendor is selling as cofirmor.6. 產權負擔
Encumbrances 該物業是以免除所有產權負擔之情況下售予買方、其代名人或轉購人。
The said premises shall be sold to the Purchaser, its nominee or sub-purchaser free from encumbrances.7. 現狀出售
As it basis 該樓宇是以現狀售予買方
The said premises is sold to the Purchaser, on “as is” basis.8. 住宅 / 非住宅
Resi/Non-Resi 該樓宇是《印花稅務條例》第117章 29A(1)條所指之*住宅 / 非住宅物業
The said premises is *residential/non-residential property within the meaning of Section 29A(1) of The Stamp Duty Ordinance Cap. 117.9. 買方悔約
Purchaser fails to perform 如買方未能履行本合約之條款以至本合約不能順利完成則已付之訂金將由賣方沒收, 而賣方有權再將該樓宇出售予任何人, 惟賣方不可再為此而向買方進一步追究責任或要求賠償損失
Should the Purchaser fail to complete the purchase in the manner herein contained the deposit shall be forfeited to the Vendor and Vendor shall then be entitled at his absolute discretion to resell the said premises to anyone he thinks fit and the Vendor shall not sue the Purchaser for any liabilities and/or damages caused by the Purchaser's default of this Agreement.10. 賣方悔約
Vendor fails to perform 如賣方在收取訂金後不依本合約之條款將該樓宇售予買方, 則賣方除須退還所有買方已付之訂金外, 並須以同等數目之金額賠償買方, 以彌補買方之損失, 惟買方不可要求進一步賠償逼使賣方履行此合約
Should the Vendor after receiving the deposit paid hereunder fail to complete the sale in the manner herein contained the Vendor shall immediately compensate the Purchaser with a sum equivalent to the amount of the deposit as liquidated damages together with the refund of the deposit and the Purchaser shall not take any further action to claim for damages or to enforce specific performance.11. 賣方悔約
Stakehold deposit a. 所有2(a)項、2(b)項及2(c)項之買方支付的訂金須交予賣方其代表律師作為中間人託管直至賣方能證明樓價尾數足夠清還該樓宇現存之法定押記 / 按揭貸款及業主尚未繳付之額外印花稅(如有)
All deposits of item 2(a), 2(b), and 2(c) payable by the Purchaser shall be paid to the Vendor's solicitor as stakeholder who shall not release the same to the Vendor unless it is proved that the balance of the purchase price is sufficient to discharge the existing legal charge/mortgage and the Special Stamp Duty not yet paid by the Vendor (if any).

b. 成交當日或之前,收到任何經政府發出或大廈業主立案法團通過之維修令或任何產權負擔的所需費用,一概由賣方負責,成交後由買方負責。
All parties agree that all cost (if any) on all demolition, refurbish, maintenance, and/or renovation orders issued by either the related agents or departments of the HKSAR Government or by the owners' committee/owners' incorporations, its agents or its legal representatives of the said premises shall be borne by the Vendor before the completion date of this agreement and by the Purchaser after the said date.

12. 經紀佣金
Agent's commission
- 基於代理在促成該物業租賃中提供之服務,代理有權向業主收取港幣 58,000.00 及向買方收取 from the Vendor and
- 港幣 0.00 作為佣金,該等佣金之繳交日期不得遲過 30/11/2024
HK\$ than from the Purchaser as commission, such commission shall be paid not later than
- 買賣雙方明白及知悉及同意經紀將委託買賣雙方律師代為分別收取賣方佣金及買方佣金。賣方將授權其律師在該樓宇之樓價餘款中(如有)扣起賣方佣金,並在該樓宇成交日支付該佣金予經紀
The Vendor and the Purchaser hereby acknowledge and agree that the Agent shall authorize both parties solicitors to receive the Vendor's commission and the Purchaser's commission respectively for and behalf of the Agent. The Vendor shall authorize his/her/its solicitors to deduct the Vendor's commission from the balance of the purchase price (if any) and to pay the same to the Agent upon completion.
13. 代理之賠償
Compensation to agent
- 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樓宇,則悔約的一方須立刻根據上述第十二條買賣雙方各自應付之代理佣金數目之總和賠償予代理作為商定賠償
If in any case, either the Vendor or the Purchaser fails to complete the sale or the purchase in the manner herein contained, the defaulting party shall forthwith compensate the Agent the total of the commission payable by the Vendor and the Purchaser to the agent respectively pursuant to clause 12 herein above as liquidated damages.
14. 取消合約
Cancellation of agreement
- 簽署本合約後,如買賣雙方在未得經紀同意下協議取消本合約,則買賣雙方將同時及分別成為本合約之毀約者,並仍須各自負責付予經紀應得之上述佣金
Should the Vendor and the Purchaser after signing this agreement both agree to cancel this Agreement without the consent of the Agent, they will jointly and separately become the defaulting parties of this Agreement and will still be liable for the payment of their own commission mentioned herein before.
15. 印花稅
Stamp Duty
- 簽署本合約後,如買賣雙方在未得經紀同意下協議取消本合約,則買賣雙方將同時及分別成為本合約之毀約者,並仍須各自負責付予經紀應得之上述佣金
Both parties agree that ad valorem stamp duty shall be pad by the Purchaser and special stamp duty (if any) shall be paid by the Vendor, however, the defaulting party shall be responsible for the payment of the relevant ad valorem stamp duty, the special stamp duty, and buyer's stamp duty (if any).
- a. 成交當日或之前,收到任何經政府發出或大廈業主立案法團通過之維修令或任何產權負擔的所需費用,一概由賣方負責,成交後由買方負責。
If the said premises is a residential property and the Purchaser is any person (including a company incorporated) except a Hong Kong permanent resident, the Purchaser shall be liable to pay the buyer's stamp duty.
- 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 **三十六** 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。
If the said premises is or comprises of residential property, the Purchaser hereby acknowledges that if the said premises is disposed of by the Purchaser within **36** months
16. 分別委託律師
Separately appoint solicitor
- 買賣雙方同意分別委託其代表律師,雙方各自負責其律師費
The Vendor and the Purchaser agree that they shall separately appoint their own solicitors, each party shall pay his own legal costs.
17. 個人資料
Personal Information
- 買賣雙方同意分別委託其代表律師,雙方各自負責其律師費
The Vendor and the Purchaser acknowledge the Privacy Policy Statement & Personal Information Collection Statement of the Agent.
18. 個人資料
Personally liable
- 如賣方或買方是有限公司而不依合約條款付佣金或賠償經紀之損失,該有限公司的簽署代表須以個人名義承擔繳付或賠償有關經紀應收之所有佣金或損失
Should the Vendor or the Purchaser be a limited company which fails to pay the commission or compensate the liquidated damages 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 or liquidated damages due to the Agent.
19. 備註
Interpretation
- 此合約內的英文本與中文本存有差異時,將以英文本為準。
The agreement should be interpreted in **English** version in case of ambiguities.
20. 附加條款
Additional terms
- 此合約內的英文本與中文本存有差異時,將以英文本為準。
The parties hereto hereby agree to be bound by the following additional items:
- 本合約之租金包括全屋入牆傢俬及裝設另包括單位內的冷氣機 **5** 部
The rent of this contract includes the whole house's built-in furniture and installations, and also includes **5** air conditioners in the unit.
- 冷氣機 **2** 部,雪櫃 **1** 部,抽油煙機 **1** 部,電視 **2** 部,煮食爐 **1** 部,抽氣扇 **1** 部,熱水爐 **1** 部,微波爐 **1** 部,洗衣機 **1** 部,燈飾 **2** 盞,床 **2** 張,衣櫃 **2** 個,沙發 **1** 張。
2 Air conditioners, **1** refrigerator, **1** range hood, **2** television, **1** stove, **1** exhaust fan, **1** water heater, **1** microwave, **1** washing machine, **2** lamp, **2** bed, **2** wardrobe, **1** sofa.
21. 承諾及協議
Prior negotiations
- 本合約取代任何過往之三方在談判中的聲稱、理解、承諾與及協議
The agreement supersedes all prior negotiations, representation understanding and agreements of the parties hereto.

天置物業代理有限公司

TIN CHI PROPERTY AGENCY LIMITED

地產代理(公司)牌照號碼:C-087532

TC No. S 00608

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賣方簽署
Signed by the Vendor

簽署人姓名
Name of Signatory(ies)

NG CHUN WAH

身份証號碼
ID Number(s)

N568501(8)

代理簽署接受
Signed by the Agent

代理姓名
Name of Agent

WONGG KA YING

牌照號碼
License Number(s)

LCS948794809

(分行名稱)
(Branch Name)

買方簽署
Signed by the Purchaser

簽署人姓名
Name of Signatory(ies)

MO MAN CHING

身份証號碼
ID Number(s)

N521586(8)

茲收到買方臨時訂金港幣

Received from the Purchaser the initial deposit in the sum of HK\$

58,00

00

(支票號碼

Cheque No.

銀行

賣方簽收

Signed by the Vendor
