Dear Licensees,

Re: Flat-for-Sale Scheme ("FFSS") Secondary Market

The Estate Agents Authority ("EAA") is writing to draw your attention to the following points in relation to the revision of the documentation relating to the above Scheme administered by the Hong Kong Housing Society ("HS").

(A) Scheme of Extending Home Ownership Scheme Secondary Market to White Form Buyers of the Housing Authority ("HA")

- 1. With the implementation of the above Scheme, certain White Form Buyers (holders of the Approval Letter for FFSS Secondary Market issued by HA (up to a quota of 5,000)) are eligible to purchase flats under the FFSS Secondary Market.
- 2. HS will issue a different Certificate of Eligibility to Purchase ("CEP") for White Form buyers. The existing CEP will be replaced by two new CEPs for Green Form Buyers and White Form Buyers respectively.
- 3. In handling the sale and purchase of flats under the FFSS Secondary Market, licensees are required to adopt the prescribed forms of Provisional Agreement for Sale and Purchase ("PASP") at **Annex A** for Kingston Terrace Flats and **Annex B** for flats other than Kingston Terrace Flats respectively.

(B) Amendment of Stamp Duty Ordinance

4. HS has amended the provisions relating to the payment of the stamp duty in both sets of prescribed forms of PASP. These updated forms may be used forthwith and must be used from 1 July 2013 onwards.

For your ease of reference, the letter from the HS dated 6 June 2013 is attached.

In case of any enquiries about the FFSS Secondary Market, you may contact HS at 2839 7373.

For Kingston Terrace Flats 適用於景新臺單位

Annex A

Appendix3b

PROVISIONAL AGREEMENT FOR SALE AND PURCHASE

臨時買賣合約

| | AGREEMENT is made on | |
|----|---|--|
| 合約 | 這丁於 | 由以下各方簽訂: |
| ı | | (Holder(s) of |
| | | 持有 |
| | *Business Registration No./ Hong Kong Identity *商業登記號碼/香港身份證號碼 | Card(s) No(s). |
| | and Holder(s) of Certificate of Availability for Sa並持有可供出售證明書編號 | ale No) o 地址在 |
| | | |
| | | (hereinafter called "the Vendor"); (以下簡稱"賣方") |
| | (Holder(s) of Hong 持有香港身份 | g Kong Identity Card(s) Nos(s) 分證號碼 |
| | | |
| | and Holder(s) of Certificate of Eligibility to Purc 並持有購買資格證明書編號 | mase No |
| | | (hereinafter called "the Purchaser"); and |
| | | (以下簡稱 "買方") |
| 3) | | (Holder of Business Registration No 持有商業登記號碼 |
| |) of | |
| | | 地址在 |
| | | (hereinafter called "the Vendor's Agent") and (以下簡稱 "賣方代理") 及 |
| | | (Holder of Business Registration No. |
| | | 持有商業登記號碼 |
| |) of | |
| | | 地址在 |
| | | (hereinafter called "the Purchaser's Agent").] (以下簡稱"買方代理") |
| | OR | |
| 3) | | (Holder of Business Registration No 持有商業登記號碼 |
| |) of | 1.0 to 150 NV 75 ng mana |
| | | 地址在 |
| | | (hereinafter called "the Agent"). |
| | | (以下簡稱 "代理")] |

^{*} Delete if inapplicable 請將不適用的刪去

NOW IT IS HEREBY AGREED as follows:-

合約雙 / 三方同意買賣條款如下

| 1. | | The Vendor agrees to sell and the Purchaser agrees to purchase *[through the Vendor's Agent and the Purchaser's Agent/the Agent] the Property known as | | | | | | | | |
|------|------------------------------|--|--------------------------------------|-----------------------------------|---------------------------------|--|--|-------------------------------|----------------------------|--|
| | 買賣 | | | | | | | | | |
| 2. | | | | | | | | wh | ich shal | l be paid by |
| | | | | | in the follow | | | 以下之付 | 款方法(| 寸予賣方:- |
| | (a) | Agre | ement; | | | | shall be paid upon signing of this ; | | | |
| | (b) | Furth Form | er depo | sit of H ement f | K\$ for Sale and P | urchase on o | or before | shall be p | aid upor | n signing of the ; and |
| | | 於 | | | | | | | | · |
| | (c) | Balar | nce of poletion v | urchase vhich sh | price of HK\$ nould take pla | s ce on or bef | ore | | shall | be paid upon |
| | | 於 | | | 日或之前原 | | | | | |
| *[3. | 買賣! Comp to the 該物! | 雙方於 letion s Purcha 業成交 | 丁定簽記 hall tak ser subj 手續必須 | 订正式员 e place ect to C 項於 | lause 17 here | 時須參閱T of but other 月 日 | wise free fro | and the | brances. | y is to be sold 述明外,該物 |
| | | | | | | OR | | | | • |
| | {In ca | se of m | ortgage | e sale, t | he following | Clause 3 sha | all be adopte | ed.} | | |
| *[3. | to the under 該物 業是」 | Purcha a Mort 業成交 以免除於 | aser sub gage/Le 手續必多 | ject to gal Cha 頁於 主冊處登 | Clause 17 he rge registered | ereof but oth I in the Land 月 日基 | nerwise free I Registry by 或之前完成 | from the y Memori 。除第 1 | e equity al No.[7段所 | y is to be sold of redemption]. 述明外,該物 安揭人之贖按 |
| 4. | | _ | | | or shall delive 吉予買方。 | r vacant pos | session of th | ne Propert | y to the | Purchaser. |
| | ete if ina 不適用 | | le | | | | | | | |

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| 5. | | The Purchaser shall not sub-sell the Property or transfer the benefit of thi way of direct or indirect reservation, right of first refusal, option, tru nomination or any other method, arrangement or document of any de unconditional, or enter into any agreement so to do before the completion of the Property. 在成交前,買方不得用任何形式將該物業或此合約之權益轉讓或售了 | st or power of attorney scription, conditional or of the sale and purchase |
|----|---|--|--|
| 6. | | The Vendor and the Purchaser agree that they shall separately appoint the 買賣雙方同意分別委托其代表律師。 | |
| | | The Vendor shall be represented by | and the |
| | | Purchaser shall be represented by | |
| 7. | | (a) Each party shall bear its own legal costs. 賈賣雙方各自負責其律師費。 | |
| | | (b) The ad valorem stamp duty shall be borne by the *[Purchaser/ Vendor Vendor] shall keep the *[Purchaser/ Vendor] fully indemnified in responsible [買方/賣方] 須支付從價印花稅,*[買方/賣方] 並須就該等費用面補償。 | pect thereof. |
| | | (c) The special stamp duty, if any, shall be borne by the *[Purch *[Purchaser/ Vendor] shall keep the *[Purchaser/ Vendor] fully thereof. *[買方/賣方] 須支付額外印花稅(如有),*[買方/賣方] 並須続 | indemnified in respect |
| | * | 方] 作出全面補償。 (d) The buyer's stamp duty, if any, shall be borne by the Purchaser and the Vendor fully indemnified in respect thereof. 賈方須支付賈家印花稅(如有),賈方並須就該等費用向賣方作 | |
| 8. | | The Purchaser agrees to apply to the Housing Society for a Letter of | Nomination within one |
| ο. | | month from the date of this Agreement but in any event no later than sev the signing of the Formal Agreement for Sale and Purchase. | en working days prior to |
| | | 買方同意在此合約日期計之一個月內,但必須在簽訂正式買賣合約 協申請提名信。 | 別取少「凹上下入門房 |
| 9. | | In order to enable the Purchaser to apply for the Letter of Nominatio tender the original of the Certificate of Availability for Sale to the Puwithin days from the date of this Agreement but in any exworking days prior to the signing of the Formal Agreement for Sale and PA使買方能申請提名信,賣方同意在簽訂此合約後 天內買賣合約前最少七個工作天,將可供出售證明書之正本交予買方或其 | rchaser or his solicitors vent no later than seven urchase. 」,但必須在簽訂正式 |
| | | | |

* Delete if inapplicable 請將不適用的刪去

- 10. Should the Purchaser fail to obtain a Letter of Nomination (other than due to the Vendor's failure to tender the said Certificate of Availability for Sale pursuant to Clause 9 above) before the signing of the Formal Agreement for Sale and Purchase or fail to complete the purchase in manner herein contained or fail to observe any of the terms contained in this Agreement, the deposit shall be forfeited to the Vendor and the Vendor shall then be entitled at his sole discretion to sell the Property to other eligible purchasers as he thinks fit but without prejudice to the Vendor's right to claim specific performance and damages from the Purchaser. 如買方未能在簽署正式買賣合約前取得提名信(因賣方未能履行本合約之第 9 項所導致除 外)或買方未能履行本合約內之條款完成買賣或未能履行任何本合約之其他條款,賣方除可 將買方已付之訂金沒收外,並有權將該物業再行出售予他人。賣方並有權要求強制執行此 合約及向買方追討其他損失。 Should the Vendor fail to tender the original of the Certificate of Availability for Sale to the 11. Purchaser or his solicitors according to Clause 9 of this Agreement or fail to complete the sale in the manner herein contained or fail to comply with any of the terms of this Agreement, the Vendor shall forthwith return the deposit to the Purchaser and shall pay to the Purchaser a sum equivalent to the amount of the initial deposit as liquidated damages but without prejudice to the Purchaser's right to claim specific performance and damages from the Vendor. 如賣方未能依本合約第 9 項將可供出售證明書交予買方或其律師或未能依本合約之條款完 成買賣或未能履行任何本合約之其他條款,賣方須退還買方所付之訂金全數,並須以同等 數目之金額賠償予買方。買方並有權要求強制執行此合約及向賣方追討其他損失。 In consideration of the services rendered by the Vendor's Agent and the Purchaser's Agent, the *[12. Vendor's Agent shall be entitled to receive HK\$ from the Vendor and the Purchaser's Agent shall be entitled to receive HK\$ from the Purchaser as commission. Such commission shall be paid on or before 基於賣方代理及買方代理在促成該物業買賣中所提供之服務,賣方代理有權向賣方收取港 幣______及買方代理有權向買方收取港幣 _______作為佣金, OR In consideration of the services rendered by the Agent, the Agent shall be entitled to receive *****[12. from the Vendor and HK\$ from the Purchaser as commission. Such commission shall be paid on or before 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 _____,並向買方收取 _________作為佣金,該佣金之繳付不 得遲於 。] If in any case either the Vendor or the Purchaser fails to complete the sale and purchase in the manner herein mentioned, the defaulting party shall compensate at once the Vendor's Agent HK\$______ and the Purchaser's Agent HK\$_____ / the Agent as liquidated damages. HK\$ 無論在任何情況下,若買方或賣方未能履行本合約之條款買入或賣出該物業,則悔約的一 方,須即時付予賣方代理港幣 _____ 及買方代理港幣 14. The Property is sold to the Purchaser on an "as is" basis.
- * Delete if inapplicable 請將不適用的刪去

該物業是以現狀售予買方。

| 15. | This Agreement supersedes all prior negotiations, representation, understanding and agreements between the parties hereto. 此合約取代*雙/三方過往所有之談判、聲稱、理解及協議。 |
|-----|---|
| 16. | It is hereby agreed that the sale and purchase hereof shall include the chattels, furniture and fittings as set out in the Remarks. 本買賣包括備註內所列之傢俬及裝設。 |
| 17. | The Purchaser acknowledges that he is purchasing the Property subject to the liability for payment of premium as set out in the relevant Land Grant/Conditions in respect of the Property. The Vendor declares that for the purpose of calculation of the amount of premium, the Initial Market Value and the Purchase Price of the Property as specified in the latest assignment under which the Property was acquired from the Housing Society under the Flat-for-Sale Scheme are HK\$ |
| 18. | If the Purchaser consists of more than one person, they shall hold the Property as Joint Tenants. 若買方多於一人,他們必須以聯權共有方式持有該物業。 |
| 19. | It is hereby agreed that *[the Vendor's Agent is the agent of the Vendor only and the Purchaser's Agent is the agent of the Purchaser only/the Agent is the agent for both the Vendor and the Purchaser/for the Vendor only/for the Purchaser only.] 本合約之*[賣方代理只代表賣方及買方代理只代表賣方人買方代理只代表賣方人可以表賣方代理,以為買方代理。] |
| 20. | This Agreement is subject to the terms and conditions applicable to the sale and purchase of Flat-for-Sale Scheme flats in the Secondary Market. 此合約受有關在住宅發售計劃第二市場出售及購買住宅發售計劃單位的條款限制。 |
| 21. | The sale and purchase of the Property is also subject to the additional terms (if any) set out in the Schedule hereto and in the event of any contradiction between such additional terms and the prescribed terms and provisions of this provisional agreement and the Formal Agreement for Sale and Purchase, the prescribed terms and conditions shall prevail. 本買賣亦受本附表內所列之附加條款(如有的話)限制,如附表內之附加條款與本臨時買賣合約及正式買賣合約所規定的條款有任何抵觸之處,即以所規定的條款為準。 |
| 22. | This Agreement constitutes a legally binding agreement between the parties hereto. 此合約是具有法律約束力。 |
| 23. | This Agreement should be interpreted in its English Version in case of ambiguities. 此合約以英文本為準。 |
| 24. | Remarks: 備註: |
| | ete if inapplicable 不適用的刪去 |

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附表 <u>SCHEDULE</u>

附加條款 Additional Terms

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| 賣方簽署 | | | |
|---|--|--|---|
| Signed by the Vendor: |) | | |
| |) | | |
| |) | | |
| | / | | *************************************** |
| | | | |
| 買方簽署 | | | |
| Signed by the Purchaser: |) | | |
| |) | | |
| |) | | |
| |) | | |
| | | | |
| | | | |
| *[Signed by the Vendor's Agent | t) | | |
| Estate Agent's Licence |) | | |
| (Individual) No. |) | | |
| 賣方代理簽署 |) | | |
| 地產代理(個人)牌照 |) | | |
| |) | | |
| | | | |
| | | | |
| Signed by the Purchaser's Agent | +) | | |
| Estate Agent's Licence |) | | |
| (Individual) No. | , | | |
| 買方代理簽署 |) | | |
| 地產代理(個人)牌照 | í | | |
| 20座10年(四次)/丹州 | ,) | | 1 |
| | , | ARABAMANA AMARAN AMARA | J. |
| | | OR | |
| | | | |
| *[Signed by the Agent |) | | |
| Estate Agent's Licence |) | | |
| (Individual) No. |) | | |
| 代理簽署 |) | | |
| 地產代理(個人)牌照 |) | | ** |
| |) | *** | |
| | | | |
| Received from the Purchaser the | e initial deposi | t of HK\$ | |
| 茲收到買方臨時訂金港幣 | | | |
| المستسببين 14 ما المسام المحكولات في المام في المراجع مي حراب محدود والمستموم | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | |
| | | | |
| (cheque no. |) | | • |
| 支票號碼 | | | |
| | | | |
| | | | |
| * Delete if inapplicable | | | |

請將不適用的刪去

Annex B

For flats other than Kingston Terrace Flats 適用於各屋苑單位(景新臺除外)

Appendix 3a

PROVISIONAL AGREEMENT FOR SALE AND PURCHASE

臨時買賣合約

| 約訂於由於由以下各方 | 簽訂: |
|--|--------------------|
| (H | |
| *Business Registration No./ Hong Kong Identity Card(s) No(s). | 持有 / |
| *商業登記號碼/香港身份證號碼 | |
| and Holder(s) of Certificate of Availability for Sale No 並持有可供出售證明書編號 |) of 地址在 |
| hereinafter called "the Vendor" (以下簡稱 "賣方" | '); ") |
| (Holder(s) of Hong Kong Identity Card(s) Nos(s) 持有香港身份證號碼 | |
| and Holder(s) of Certificate of Eligibility to Purchase No 並持有購買資格證明書編號 |) of 地址在 |
| (hereinafter called "the Purchas (以下簡稱"買方") | |
| (Holder of Business Regi 持有商業登記號 | 虎碼 |
|) of | |
| 也址在 (hereinafter called "the Vendor's / (以下簡稱 "賣方代理") | |
| (Holder of Business Regis 持有商業登記號) of | stration No. 虎碼 |
|) of | |
| 也址住 (hereinafter called "the Purchaser" (以下簡稱 "買方代理 | |
| OR | |
| (Holder of Business Regi 持有商業登記號 | |
| | |
| (以下簡稱 "代理")] | 1. |

^{*} Delete if inapplicable 請將不適用的刪去

NOW IT IS HEREBY AGREED as follows:-

合約雙 / 三方同意買賣條款如下

| and 買 | l condition 賣雙方同意 | 意根據」 | 以下條款 | * Agent) the Proper to the Pr | 理及賣方代理/代 | 戏理] 出售》 | 及購入 | |
|---|--|---|---|---|---|---|---|--|
| | | | | | which shall be paid by | | | oaid by |
| | | | | n the following man | | 以下之付款 | 欠方法付予賣 | 方:- |
| (a) | Agree | ement; | | 。 語時訂金港幣 | | | upon signin | g of this |
| (b) | Furth | er depo | sit of HK | (\$ r Sale and Purchase | | shall be pa | id upon signi | ng of the |
| | Form 於 | al Agre 年 | ement fo | r Sale and Purchase 日或之前簽訂正 | e on or before 式買賣合約時再化 | 寸訂全港的 | タ | ; and : |
| | | • | | | | | | |
| (c) | Balar | nce of p | urchase p | orice of HK\$ould take place on c | r before | | shall be pa | id upon |
| | 於 | 年 | 月 | 日或之前成交時常 | 露付樓價餘款港幣 | <u></u> | | • |
| and 買了 | the Vend 遺雙方於記 | or shou 丁定簽記 | ld refer to 訂正式買 | ing of the Formal o Clause 8 below. 賣合約日期時須爹 | Agreement for Sa >関下列第8項。 | ale and Pu | rchase, the P | urchaser |
| and 買了 Con to t | the Vend 賣雙方於 mpletion so he Purchason 物業成交 | or shou 丁定簽記 hall tak ser subj 手續必須 | ld refer to 訂正式買 e place of ject to Cla 須於 | o Clause 8 below. 賣合約日期時須参 n or before ause 17 hereof but o 年 月 之情況下售予買力 | Agreement for Sa 中期 8項。 otherwise free fro 日或之前完成 | ale and Pu and the mincumbi | Property is to | urchaser be sold |
| and 買了 Con to t | the Vend 賣雙方於 mpletion so he Purchason 物業成交 | or shou 丁定簽記 hall tak ser subj 手續必須 | ld refer to 訂正式買 e place of ject to Cla 須於 | o Clause 8 below. 賣合約日期時須参 n or before ause 17 hereof but 6 年 月 | Agreement for Sa 中期 8項。 otherwise free fro 日或之前完成 | ale and Pu and the mincumbi | Property is to | urchaser be sold |
| and 買了 Con to t 該集 | the Vend 賣雙方於言 mpletion so he Purchaso 勿業成交 是以免除戶 | or shou 丁定簽記 hall tak ser subj 手續必須 折有負担 | Id refer to 訂正式買 e place of fect to Cla 須於 詹或債項 | o Clause 8 below. 賣合約日期時須参 n or before ause 17 hereof but o 年 月 之情況下售予買力 | Agreement for Sa 中期 8項。 otherwise free fro 日或之前完成 可。] | ale and Pu _ and the m incumb 。除第 17 | Property is to | urchaser be sold |
| and 買了 Contott 該業 {In Contott und 该業 | the Vend 賣雙方於言 mpletion so he Purchase 勿業成交 是以免除所 case of manual of the Purchase he Purchase der a Mortage 勿業成交 | or shou 丁定簽記 hall tak ser subj 手續負抗 ortgage hall tak ser sub gage/Le 手續必必 | Id refer to 打正式買 e place o ject to Cla 須達或債項 e sale, the e place o ject to C egal Char 須於 達田 競發 | o Clause 8 below. 賣合約日期時須参 n or before ause 17 hereof but o 年 月 之情況下售予買力 OR | Agreement for Sa 中 | and the mincumber of the from the from the Memorial of the from t | Property is to ances. Property is to property is to equity of red. No.[| urchaser be sold so be sold lemption lemption lemption |

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The Purchaser shall not sub-sell the Property or transfer the benefit of this Agreement, whether by 5. way of direct or indirect reservation, right of first refusal, option, trust or power of attorney, nomination or any other method, arrangement or document of any description, conditional or unconditional, or enter into any agreement so to do before the completion of the sale and purchase of the Property. 在成交前,買方不得用任何形式將該物業或此合約之權益轉讓或售予第三者。 The Vendor and the Purchaser agree that they shall separately appoint their own solicitors. 6. 買賣雙方同意分別委托其代表律師。 The Vendor shall be represented by _____ and the 賣方代表律師為 Purchaser shall be represented by _____ 買方代表律師為 7. (a) Each party shall bear its own legal costs. 買賣雙方各自負責其律師費。 (b) The ad valorem stamp duty shall be borne by the *[Purchaser/ Vendor] and the *[Purchaser/ Vendor] shall keep the *[Purchaser/ Vendor] fully indemnified in respect thereof. *[買方/賣方] 須支付從價印花稅, *[買方/賣方] 並須就該等費用向 *[買方/賣方] 作出全 而補償。 (c) The special stamp duty, if any, shall be borne by the *[Purchaser/ Vendor] and the *[Purchaser/ Vendor] shall keep the *[Purchaser/ Vendor] fully indemnified in respect thereof. *[買方/賣方] 須支付額外印花稅(如有),*[買方/賣方] 並須就該等費用向*[買方/賣 方] 作出全面補償。 (d) The buyer's stamp duty, if any, shall be borne by the Purchaser and the Purchaser shall keep the Vendor fully indemnified in respect thereof. 買方須支付買家印花稅(如有),買方並須就該等費用向賣方作出全面補償。 8. The Purchaser agrees to apply to the Housing Society for a Letter of Nomination within one month from the date of this Agreement but in any event no later than seven working days prior to the signing of the Formal Agreement for Sale and Purchase. 買方同意在此合約日期計之一個月內,但必須在簽訂正式買賣合約前最少七個工作天向房 協申請提名信。 9. In order to enable the Purchaser to apply for the Letter of Nomination, the Vendor agrees to tender the original of the Certificate of Availability for Sale to the Purchaser or his solicitors within days from the date of this Agreement but in any event no later than seven working days prior to the signing of the Formal Agreement for Sale and Purchase. 為使買方能申請提名信,賣方同意在簽訂此合約後 天内,但必須在簽訂正式 買賣合約前最少七個工作天,將可供出售證明書之正本交予買方或其律師。

請將不適用的刪去

* Delete if inapplicable

- Should the Purchaser fail to obtain a Letter of Nomination (other than due to the Vendor's failure 10. to tender the said Certificate of Availability for Sale pursuant to Clause 9 above) before the signing of the Formal Agreement for Sale and Purchase or fail to complete the purchase in manner herein contained or fail to observe any of the terms contained in this Agreement, the deposit shall be forfeited to the Vendor and the Vendor shall then be entitled at his sole discretion to sell the Property to other eligible purchasers as he thinks fit but without prejudice to the Vendor's right to claim specific performance and damages from the Purchaser. 如買方未能在簽署正式買賣合約前取得提名信(因賣方未能履行本合約之第 9 項所導致除 外)或買方未能履行本合約內之條款完成買賣或未能履行任何本合約之其他條款,賣方除 可將買方已付之訂金沒收外,並有權將該物業再行出售予他人。賣方並有權要求強制執行 此合約及向買方追討其他損失。
- Should the Vendor fail to tender the original of the Certificate of Availability for Sale to the 11. Purchaser or his solicitors according to Clause 9 of this Agreement or fail to complete the sale in the manner herein contained or fail to comply with any of the terms of this Agreement, the Vendor shall forthwith return the deposit to the Purchaser and shall pay to the Purchaser a sum equivalent to the amount of the initial deposit as liquidated damages but without prejudice to the Purchaser's right to claim specific performance and damages from the Vendor. 如賣方未能依本合約第 9 項將可供出售證明書交予買方或其律師或未能依本合約之條款完 成買賣或未能履行任何本合約之其他條款,賣方須退還買方所付之訂金全數,並須以同等 數目之金額賠償予買方。買方並有權要求強制執行此合約及向賣方追討其他損失。

| *[12. | In consideration of the services rendered by the Vendor's Agent | |
|-------|---|-------------------------|
| | Vendor's Agent shall be entitled to receive HK\$ | from the Vendor and the |
| | Purchaser's Agent shall be entitled to receive HK\$ | from the Purchaser as |
| | commission. Such commission shall be paid on or before | • |
| | 基於賣方代理及買方代理在促成該物業買賣中所提供之服務 | ,賣方代理有權向賣方收取港 |
| | 幣及買方代理有權向買方收取港幣 _ | 作為佣金, |
| | 該佣金之繳付不得遲於 | |
| | OR | |
| *[12. | In consideration of the services rendered by the Agent, the Ag | |
| | HK\$ from the Vendor and HK\$ | from the |
| | Purchaser as commission. Such commission shall be paid on or be | ciore |
| | 基於代理在促成該物業買賣中所提供之服務 | |
| | ,並向買方收取 | - 作為佣金,該佣金乙繳付个 |
| | 得遲於。] | |
| *[13. | If in any case either the Vendor or the Purchaser fails to complete | |
| | manner herein mentioned, the defaulting party shall compensat | |
| | HK\$ and the Purchaser's Agent HK\$ | / the Agent |
| | HK\$ as liquidated damages. | |
| | 無論在任何情況下,若買方或賣方未能履行本合約之條款買。 | 人或賣出該物業,則悔約的一 |
| | 方,須即時付予賣方代理港幣 | 及 買 方 代 理 港 幣 |
| | / 代理港幣/ | 乍為賠償代理之損失。] |
| | | |
| 14. | The Property is sold to the Purchaser on an "as is" basis. | |

* Delete if inapplicable 請將不適用的刪去

該物業是以現狀售予買方。

| This Agreement supersedes all prior negotiations, representation, understanding and agreements between the parties hereto. 此合約取代*雙/三方過往所有之談判、聲稱、理解及協議。 It is hereby agreed that the sale and purchase hereof shall include the chattels, furniture and fittings as set out in the Remarks. 本買賣包括備註內所列之傢俬及裝設。 The Purchaser acknowledges that he is purchasing the Property subject to the liability for payment of premium as set out in the relevant Land Grant/Conditions and Waiver Letters issued by the Government of the Hong Kong Special Administrative Region in respect of the Property. |
|--|
| fittings as set out in the Remarks. 本買賣包括備註內所列之傢俬及裝設。 The Purchaser acknowledges that he is purchasing the Property subject to the liability for payment of premium as set out in the relevant Land Grant/Conditions and Waiver Letters issued |
| payment of premium as set out in the relevant Land Grant/Conditions and Waiver Letters issued |
| The Vendor declares that for the purpose of calculation of the amount of premium, the Initial Market Value and the Purchase Price of the Property as specified in the latest assignment under which the Property was acquired from the Housing Society under the Flat-for-Sale Scheme are HK\$ |
| If the Purchaser consists of more than one person, they shall hold the Property as Joint Tenants. 若買方多於一人,他們必須以聯權共有方式持有該物業。 |
| It is hereby agreed that *[the Vendor's Agent is the agent of the Vendor only and the Purchaser's Agent is the agent of the Purchaser only/the Agent is the agent for both the Vendor and the Purchaser/for the Vendor only/for the Purchaser only.] 本合約之*[賣方代理只代表賣方及買方代理只代表賣方人買方代理只代表賣方人理/只為賣方代理/只為賣方代理/只為賣方代理/只為賣方代理。] |
| This Agreement is subject to the terms and conditions applicable to the sale and purchase of Flat-for-Sale Scheme flats in the Secondary Market. 此合約受有關在住宅發售計劃第二市場出售及購買住宅發售計劃單位的條款限制。 |
| The sale and purchase of the Property is also subject to the additional terms (if any) set out in the Schedule hereto and in the event of any contradiction between such additional terms and the prescribed terms and provisions of this provisional agreement and the Formal Agreement for Sale and Purchase, the prescribed terms and conditions shall prevail. 本買賣亦受本附表內所列之附加條款(如有的話)限制,如附表內之附加條款與本臨時買賣合約及正式買賣合約所規定的條款有任何抵觸之處,即以所規定的條款為準。 |
| This Agreement constitutes a legally binding agreement between the parties hereto. 此合約是具有法律約束力。 |
| This Agreement should be interpreted in its English Version in case of ambiguities. 此合約以英文本為準。 |
| Remarks: 備註: |
| |

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附表 <u>SCHEDULE</u>

附加條款 <u>Additional Terms</u>

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| 賣方簽署 | | | |
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| Signed by the Vendor:) |)) | | |
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| , | | | ······ |
| 買方簽署 | | | |
| Signed by the Purchaser:) | † } | | |
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| *[Signed by the Vendor's Agent Estate Agent's Licence |) | | |
| (Individual) No. |) | | |
| 賣方代理簽署 地產代理(個人)牌照 |) | | |
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| Signed by the Purchaser's Agent |) | | |
| Estate Agent's Licence (Individual) No. |) | | |
| 買方代理簽署 |) | | |
| 地產代理(個人)牌照 |) | | , |
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| | | OR | |
| *[Signed by the Agent |) | | |
| Estate Agent's Licence (Individual) No. |) | | |
| 代理簽署 |) | | |
| 地產代理(個人)牌照 |) | | |
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| Received from the Purchaser the | initial denos | eit of HK\$ | |
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* Delete if inapplicable 請將不適用的刪去