

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

No. 0328373

**物業臨時買賣合約**

**PROVISIONAL AGREEMENT FOR SALE AND PURCHASE**

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

賣方  
Vendor

合約第一方為  
the first party Gentleman Investments Ltd. 持有香港身份證/  
(holder of Hong Kong Identity Card No./  
商業登記證號碼  
Business Registration No. 16764424 地址在 \_\_\_\_\_

買方  
Purchaser

合約第二方為  
the second party DUNG KWOK YEE, FUNG CHI WING 持有香港身份證/  
(holder of Hong Kong Identity Card No./  
商業登記證號碼  
Business Registration No. CA75666(2), E748022(2) 地址在 \_\_\_\_\_  
以下稱“買方”  
(hereinafter called "the Purchaser"); and

代理  
Agent

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  
Holder of Business Registration No. 20409943 及持有地產代理(公司)牌照號碼  
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  
Shop No. 1, G/F., 12 Hok Yuen St., Hung Hom, Kln. 以上稱“代理”  
(hereinafter called "the Agent")

物業  
Premises

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, 同意以下列條款出售及購入  
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 B1 ON 1ST FLOOR KAISER ESTATE NO. 41 MAN  
YUE STREET KOWLOON 以下稱“該物業”  
(hereinafter called "the said premises")

成交價及付款方式  
Consideration and payment

2. 該物業之成交價為港幣  
The purchase price of the said premises shall be HK\$ 20,000,000  
買方須按下列方式付款予賣方  
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 24 October 2014 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

成交日期  
Completion date

\*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.

負擔或債項  
Encumbrances

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.

交吉  
Vacant possession

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

確認人  
Selling as confimor

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

代表律師及印花稅  
Solicitors and stamp duty

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. \_\_\_\_\_  
而買方之代表律師為 鄧李律師行  
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.

買方悔約  
Purchaser fails to perform

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.

賣方悔約  
Vendor fails to perform

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  
惟賣方不得再向買方追究任何責任, 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.

代理佣金  
Agent's commission

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 15 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代為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

代理之賠償  
Compensation to Agent

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付予代理  
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 \_\_\_\_\_ 作為賠償代理之損失。  
defaulting party shall compensate at once the Agent HK\$ \_\_\_\_\_ 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, 買賣雙方將需在交易取消時即時各負責支付代  
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.

以現狀出售  
As is basis

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.

過往談判  
Prior negotiations

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.

動產  
Chattels

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.

住宅 / 非住宅  
Residential/Non-Residential

\*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.

總價值  
Certificate of value

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

委任代理  
Appointment of Agent

\*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

解釋  
Interpretation

\*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.

備註  
Remarks

18. 該物業以現狀交吉交易, 買家已知悉單位內之閣格及裝修曾經改動, 業  
主不會退還。買家已知悉1樓B, 室內有樓梯通往2樓B。買家  
將不會退還, 將由買家自行處理。20. 該物業為, 必買必賣。

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

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 warranty or representation for and on behalf of the Agent.

GENTLEMAN INVESTMENTS LIMITED  
振亨投資有限公司

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\$ 1,000,000

賣方簽收  
Signed by the Vendor

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

代理簽署接受  
Signed by the Agent

代理牌照號碼: S-146824

買方簽署接受  
Signed by the Purchaser

簽署人姓名  
Name of Signator(ies)  
身分證號碼  
I.D.No.(s)

支票號碼  
Cheque no. 091510 Bank of China