臨時買賣合約

CLEVER WISE HOLDINGS

Preliminary Sale & Purchase Agreement - 合約之一方為 BETWEEN THIS AGREEMENT is made on the (hereinafter called "the Vendor" of the first part and (持有*香港身份証號碼/商業登記証號碼 以下稱為 冒方 hereinafter called "the Purchaser 奉地產代理監管局諭:雙方務必提供地址, 否則日後如有需要或糾紛 將無法聯絡另一方 of the second part (Warning as per EAA circular: Each party must provide valid address, otherwise the other party could not be contacted 合 約 之 第 三 方 為 中 原 地 產 代 理 有 限 公 司 (持 牌 地 產 代 理 公 司 牌 昭 號 碼 C - 0.0.0.2.2.7 三 方 為 中 原 地 產 代 理 有 限 公 (持牌地產代理公司牌照號碼 whose registered office is situated at 10/F., Wharf T & T Centre, Harbour City, No. 7 Canton Road, Tsimshatsui, Kowloon (hereinafter called "the Agent") of the third part. 合約三方茲同意買賣條款如下 NOW IT IS HEREBY AGREED as follows 賣買雙方須以下列條款通過經紀出售及購入位於 The Vendor shall sell and the Purchaser shall purchase all that (hereinafter called "the said premises") through the Agent subject to the terms and conditions herein contained. 該 樓 宇 之 樓 價 為 港 幣
The purchase price of the said premises shall be HK\$ 買 方 須 按 which shall be paid by the Purchaser to the Lendor in the manner as follows: 須在簽本合約之同時付清作為臨時訂金 shall be paid upon signing of this Agreement as initial deposit Do24 或之前付清作為加付訂金 as further deposit. 或 之前付清作為加 shall be paid on or before 或之前付清作為加付訂金 (c) HK\$ as further deposit and/or part of purchase price. 港幣 須於買賣完成時付清作為樓價餘款而買賣須在 HK\$ 2) shall be paid upon completion on or before (d) as balance of purchase price. 約 須 於 Formal Agreement for Sale and Purchase of the said premises shall be signed on or before *買賣完成時賣方須負賣將該樓宁交吉 / 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 🚶 購入該樓宇。*賣方現於本合約上附上現有租約之副本 premises subject to the existing tenancy. * The Vendor enclosed herewith copy of the existing tenancy agreement 故本合約受賣方與原賣方原先 *曹方屬轉售者・ 買 賣 合 約 確認人 *The Vendor is selling as confirmor and this Agreement is subject to the terms and conditions of the principal agreement made between the Vendor 4/10/2024 宇 是 以 現狀出售 The said premises is sold to the Purchaser on "as is" basis. 該 樓 宇 是 《 印 花 税 務 條 例 》 第 1 1 7 章 2 9 A (1) 條 所 指 之 *往—宅 / 非 住 宅 The said premises is *residential / non-residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance Cap. 117. 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 買方悔約 Should the Purchaser fail to complete the purchase in the manner herein contained the deposit shall be forfeited to the Vendor and the Vendor shall ,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 then be entitled at his absolute discretion to sell the said premises to anyone he thinks fit and the Vendor shall not sue the Purchaser for any liabilities 買方進一步追究責任或要求賠償損失 and/or damages caused by the Purchaser's default of this Agreement 賣方悔約 如 賣 方 在 收 取 訂 金 後 不 依 合 約 條 款 將 該 樓 宇 售 予 買 方 , 則 賣 方 除 須 退 還 所 Should the Vendor after receiving the deposit paid hereunder fail to complete the sale in the manner herein contained the Vendor shall immediately ,並須以同等數目之金額賠償買方,以彌補買方之損失 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 方不可要求進一步賠償逼使賣方履行此合約 Purchaser shall not take any further action to claim for damages or to enforce specific performance 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 証 10. All deposits payable by the Purchaser shall be paid to the Vendor's solicitor as stakeholder who shall not release the same to the Vendor unless 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 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 外 印 花 税 (如 有) paid by the Vendor (if any). 經紀佣金 基於經紀已提供之服務,經紀有權在此合約後向賣方收取港幣 In consideration of the service rendered by the Agent, the Agent shall after this Agreement be entitled to receive HK\$. 及向買方收取港幣 作為佣金,該等佣金之繳交 n the Vendor and HK\$ from the Purchaser as commission, such commission shall be paid not later than 明白及知悉 及同意經 紀 將 委 The Vendor and the Purchaser hereby acknowledge and agree that the Agent shall authorize both parties. 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 solicitors to receive the Vendor's commission and the Purchaser's commission respectively for and on 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.

SIGNED BY THE PURCHASER

FOR ET CH DEHALF

ANDLIMITED

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,並在該樓宇成交日支付該佣金予經紀

SIGNED BY THE AGENT

款中(如有)扣起賣方佣金

CLEVER WISE HOLDINGS LIMITED SHEWE BY THE WENDOR TO

悔約責任 何情况下,若賣方或買方未能履行本合約之條款賣出或買入該 12. If in any cases, either the Vendor or the Purchaser fails to complete the sale or purchase in the manner herein contained, the defaulting party shall 一 万 須 立 刻 根 據 上 述 第 十 一 條 買 賣 雙 方 各 自 應 付 之 經 紀 佣 金 數 目 之 總 和 賠 償 予 forthwith compensate the Agent the total of the commission payable by the Vendor and the Purchaser to the Agent respectively pursuant to clause 11 經 紀 作 為 算 定 賠 償 hereinabove as liquidated damages 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 13. Should the Vendor and Purchaser after signing this Agreement both agree to cancel this Agreement without the consent of the Agent, they will jointly

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 and separately become the defaulting parties of this Agreement and will still be liable for the payment of their own commission mentioned herein before. 雙方同意從價印花稅由買方支付,額外印花稅(如有)則由賣方支付。然而, 14. Both parties agree that ad valorem stamp duty shall be paid by the Purchaser and Special Stamp Duty (if any) shall be paid by the Vendor. However, 悔 約 之 一 方 須 負 責 繳 付 有 關 之 從 價 印 花 税 、 額 外 印 花 税 及 買 家 印 花 税 (如 有) 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).

如該樓宇為住宅物業,除香港永久性居民外,任何人士(包括註冊公司) 15. If the said premises is a residential property and the Purchaser is any person (including a company incorporated) except a Hong Kong 購買該樓字均須負責繳付「買家印花税 Permanent Resident, the Purchaser shall be liable to pay the Buyer's Stamp Duty.

分別委託 賣雙方同意分別委託其代表律師,雙方各自負責其律師費 律師 16. The Vendor and the Purchaser agree that they shall separately appoint their own solicitors. Each party shall pay his own legal costs. 個人資料 雙方已知悉經紀的私隱政策聲明和收集個人資料聲明

17. The Vendor and the Purchaser acknowledged the Privacy Policy Statement & Personal Information Collection Statement of the Agent. 賣 雙 方 同 意 經 紀 使 用 其 姓 名 、 電 話 、 電 郵 向 其 提 供 樓 盤 資 訊

18. The Vendor and the Purchaser agree the Agent to use their names, telephone numbers, email addresses for providing them the information of real 揭服務、中原薈會藉服務及活動資訊 estate properties, mortgage services, and membership services and activities provided by Centaline Club.

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 19. 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, 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 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. 附加條款 /

本合約各方同意受到下列附加條款約束: 20. The parties hereto hereby agree to be bound by the following additional terms:

承諾及 ,除本合約所載之內容外 , 經紀之所 有 職 級 低於分行經理之員工, 協議 The vendor and the purchaser acknowledge that except as expressly stated in this Agreement, no staff of the Agent at the grade level below Branch Manage 均 無 權 代 表 經 紀 作 出 任 何 無 論 是 明 確 或 暗 示 的 承 諾 、 保 證 或 陳 述 。 本 合 約 取 代 任 何 過 往 之 has the authority to make or give any promises, warranties or representations, express or implied, on behalf of the Agent. This Agreement supersedes all 三方在談判中的聲稱、理解、承諾與及協議 prior negotiations, representation, understanding and agreements of the parties hereto. 如英文版本及中文版本有抵觸或不一致之處時, 以英文版本為進

22. In case of conflict or inconsistency between the Chinese and English version, the English version shall prevail.

合約三方茲於上述年月日憑此親筆簽字為據 AS WITNESS the hands of the parties hereto the day and year first before written.

方 簽 罢 SIGNED BY THE VENDOR For and on behalf of **CLEVER WISE HOLDINGS LIMITED** 智聰控股有限公司 Authorised Signature(s) 姓名Name

身份証號碼HKID No. 茲收到上述規定之訂金 RECEIVED the above mentioned sum 400000 HK\$

答 方 SIGNED BY THE PURCHASER FOR & CH DEHALF

姓名 Name A431362(6)

SIGNED BY THE AGENT For and on behalf of 地 產 代 理 有 限 公 司 CENTALINE PROPERTY AGENCY LIMITED

紀 簽

姓名 Name 牌照號碼 Licence No.

*請將不適用刪去 Delete, if inappropriate

見誇人

WITNESS: