



地產代理監管局
ESTATE AGENTS AUTHORITY

Dear Licensees,

**Re: Secondary Market Scheme of Home Ownership Scheme,
Private Sector Participation Scheme and Tenants Purchase Scheme**

The Estate Agents Authority (“EAA”) is writing to draw your attention to the following points in relation to the revision of the documentation in the Secondary Market Scheme (“SMS”) administered by the Housing Authority (“HA”).

(A) Scheme of Extending Home Ownership Scheme Secondary Market to White Form Buyers

1. Certain White Form buyers (up to a quota of 5000) are eligible to purchase flats under the SMS.
2. HA 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.

(B) Sale of Designated Tin Chung Court Flats

3. As the disputes between HA and other owners of residential flats of Tin Chung Court over the liabilities for payment of management fees have not been resolved, HA has incorporated in the sale documents for the sale of the Designated Tin Chung Court Flats (a list of which is at **Annex A**) special conditions which include an indemnity from HA in favour of the purchasers and their successors in title against certain claims. For the sale of such Designated Tin Chung Court Flats under SMS, HA has prepared a special set of prescribed forms of sale documents including the Provisional Agreement for Sale and Purchase (“Special PASP”) incorporating similar special conditions.

Under SMS

4. In handling the sale and purchase of the Designated Tin Chung Court Flats under the SMS, licensees are required to adopt the Special PASP (i.e. the Provisional Agreement for Sale and Purchase for Designated Tin Chung Court Flats at **Annex C**) until HA advises in writing to the contrary. For the sale of flats other



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than the Designated Tin Chung Court Flats under the SMS, the ordinary prescribed form of the PASP for the SMS (i.e. the Provisional Agreement for Sale and Purchase for all flats other than Designated Tin Chung Court Flats at **Annex B**) should be adopted.

In Open Market

5. For the sale of the Designated Tin Chung Court Flats in the open market, similar special conditions should be added in the sale documents, including the provisional agreement for sale and purchase (“Open Market PASP”), in order to take the benefit of HA’s indemnity mentioned in paragraph 3 above.
6. As the Open Market PASP is often signed through the arrangement of estate agents, licensees are reminded to include the special conditions in the Open Market PASP while the disputes are still subsisting.
7. Licensees should urge the parties (both the vendor and purchaser) to seek legal advice **before** signing any provisional agreement for sale and purchase so that they may be aware of the implication and the risk concerned.

(C) Amendment of Stamp Duty Ordinance

8. HA has amended the provisions relating to the payment of the stamp duty in the Provisional Agreement for Sale and Purchase for all flats other than Designated Tin Chung Court Flats at **Annex B** and the Provisional Agreement for Sale and Purchase for Designated Tin Chung Court Flats at **Annex C**. These agreement forms may be used forthwith and must be used from 1 July 2013 onwards.

For your ease of reference, the letter from the HA dated 21 May 2013 is [attached](#).

In case of any enquiries about SMS, you may contact HA at 3162 0680.

Estate Agents Authority

3 June 2013

指定天頌苑單位的清單

List of designated Tin Chung Court Flats

<u>Court</u>	<u>Block no.</u>	<u>Floor</u>	<u>Flat No.</u>
Tin Chung Court	K	1-40	1, 2, 3, 4, 5, 6, 7, 8
Tin Chung Court	L	1-40	1, 2, 3, 4, 5, 6, 7, 8

<u>Court</u>	<u>Block no.</u>	<u>Floor</u>	<u>Flat No.</u>
Tin Chung Court	F	1	2
Tin Chung Court	F	1	6
Tin Chung Court	F	5	2
Tin Chung Court	F	5	5
Tin Chung Court	F	6	1
Tin Chung Court	F	9	5
Tin Chung Court	F	10	2
Tin Chung Court	F	11	4
Tin Chung Court	F	11	7
Tin Chung Court	F	12	6
Tin Chung Court	F	13	8
Tin Chung Court	F	14	4
Tin Chung Court	F	16	7
Tin Chung Court	F	19	2
Tin Chung Court	F	20	5
Tin Chung Court	F	21	5
Tin Chung Court	F	22	3
Tin Chung Court	F	24	2
Tin Chung Court	F	24	7
Tin Chung Court	F	25	6
Tin Chung Court	F	25	7
Tin Chung Court	F	26	8
Tin Chung Court	F	27	6
Tin Chung Court	F	29	4
Tin Chung Court	F	29	7
Tin Chung Court	F	30	3
Tin Chung Court	F	30	8
Tin Chung Court	F	31	1
Tin Chung Court	F	32	4
Tin Chung Court	F	33	4
Tin Chung Court	F	34	2
Tin Chung Court	F	35	4
Tin Chung Court	F	36	3

Tin Chung Court	F	36	4
Tin Chung Court	F	37	3
Tin Chung Court	F	37	4
Tin Chung Court	F	37	7
Tin Chung Court	F	37	8
Tin Chung Court	F	38	5
Tin Chung Court	F	39	1
Tin Chung Court	F	39	4
Tin Chung Court	F	39	5
Tin Chung Court	F	39	8
Tin Chung Court	F	40	8
Tin Chung Court	G	1	5
Tin Chung Court	G	1	8
Tin Chung Court	G	2	5
Tin Chung Court	G	2	8
Tin Chung Court	G	4	1
Tin Chung Court	G	4	8
Tin Chung Court	G	6	1
Tin Chung Court	G	6	6
Tin Chung Court	G	6	8
Tin Chung Court	G	8	3
Tin Chung Court	G	10	2
Tin Chung Court	G	10	3
Tin Chung Court	G	10	5
Tin Chung Court	G	11	8
Tin Chung Court	G	12	6
Tin Chung Court	G	13	1
Tin Chung Court	G	16	4
Tin Chung Court	G	18	8
Tin Chung Court	G	20	2
Tin Chung Court	G	20	3
Tin Chung Court	G	20	7
Tin Chung Court	G	21	4
Tin Chung Court	G	22	5
Tin Chung Court	G	22	7
Tin Chung Court	G	22	8
Tin Chung Court	G	23	7
Tin Chung Court	G	25	6
Tin Chung Court	G	27	2
Tin Chung Court	G	29	1
Tin Chung Court	G	29	2
Tin Chung Court	G	29	3
Tin Chung Court	G	29	5
Tin Chung Court	G	31	8

Tin Chung Court	G	32	4
Tin Chung Court	G	34	6
Tin Chung Court	G	35	7
Tin Chung Court	G	36	2
Tin Chung Court	G	36	4
Tin Chung Court	G	36	5
Tin Chung Court	G	36	8
Tin Chung Court	G	38	1
Tin Chung Court	G	38	5
Tin Chung Court	G	38	6
Tin Chung Court	G	40	6
Tin Chung Court	H	1	6
Tin Chung Court	H	5	1
Tin Chung Court	H	5	2
Tin Chung Court	H	5	4
Tin Chung Court	H	6	5
Tin Chung Court	H	7	5
Tin Chung Court	H	7	6
Tin Chung Court	H	8	6
Tin Chung Court	H	8	8
Tin Chung Court	H	9	5
Tin Chung Court	H	12	4
Tin Chung Court	H	13	2
Tin Chung Court	H	13	5
Tin Chung Court	H	16	8
Tin Chung Court	H	17	6
Tin Chung Court	H	19	3
Tin Chung Court	H	19	6
Tin Chung Court	H	20	5
Tin Chung Court	H	20	6
Tin Chung Court	H	21	6
Tin Chung Court	H	22	2
Tin Chung Court	H	22	8
Tin Chung Court	H	23	1
Tin Chung Court	H	23	4
Tin Chung Court	H	24	7
Tin Chung Court	H	25	1
Tin Chung Court	H	25	2
Tin Chung Court	H	25	6
Tin Chung Court	H	26	5
Tin Chung Court	H	26	8
Tin Chung Court	H	27	5
Tin Chung Court	H	28	5
Tin Chung Court	H	28	8

Tin Chung Court	H	29	3
Tin Chung Court	H	29	4
Tin Chung Court	H	29	7
Tin Chung Court	H	30	2
Tin Chung Court	H	31	4
Tin Chung Court	H	33	1
Tin Chung Court	H	33	7
Tin Chung Court	H	33	8
Tin Chung Court	H	35	4
Tin Chung Court	H	36	4
Tin Chung Court	H	36	6
Tin Chung Court	H	37	7
Tin Chung Court	H	38	6
Tin Chung Court	H	39	4
Tin Chung Court	H	40	6
Tin Chung Court	H	40	8
Tin Chung Court	J	1	6
Tin Chung Court	J	2	2
Tin Chung Court	J	2	7
Tin Chung Court	J	3	3
Tin Chung Court	J	3	6
Tin Chung Court	J	4	7
Tin Chung Court	J	4	8
Tin Chung Court	J	5	7
Tin Chung Court	J	6	6
Tin Chung Court	J	7	5
Tin Chung Court	J	8	1
Tin Chung Court	J	8	3
Tin Chung Court	J	8	7
Tin Chung Court	J	9	1
Tin Chung Court	J	10	5
Tin Chung Court	J	10	7
Tin Chung Court	J	10	8
Tin Chung Court	J	12	8
Tin Chung Court	J	13	4
Tin Chung Court	J	13	6
Tin Chung Court	J	15	7
Tin Chung Court	J	16	1
Tin Chung Court	J	17	5
Tin Chung Court	J	18	8
Tin Chung Court	J	19	4
Tin Chung Court	J	19	5
Tin Chung Court	J	20	8
Tin Chung Court	J	21	3

Tin Chung Court	J	23	6
Tin Chung Court	J	23	7
Tin Chung Court	J	24	2
Tin Chung Court	J	25	1
Tin Chung Court	J	25	7
Tin Chung Court	J	27	3
Tin Chung Court	J	29	1
Tin Chung Court	J	29	3
Tin Chung Court	J	29	7
Tin Chung Court	J	30	3
Tin Chung Court	J	30	5
Tin Chung Court	J	32	1
Tin Chung Court	J	33	1
Tin Chung Court	J	33	6
Tin Chung Court	J	34	7
Tin Chung Court	J	37	4
Tin Chung Court	J	39	4
Tin Chung Court	J	39	6
Tin Chung Court	J	40	4
Tin Chung Court	J	40	7

為「指定天頌苑單位」以外的其他單位而設

For flats other than Designated Tin Chung Court Flats

Appendix 3a

臨時買賣合約

PROVISIONAL AGREEMENT FOR SALE AND PURCHASE

此合約訂於

THIS AGREEMENT is made on _____ **BETWEEN**

持有*商業登記證號碼/香港身份證號碼

(1) _____ (Holder(s) of *Business Registration No./Hong Kong Identity Card(s) No(s)
並持有可供出售證明書編號

_____ and Holder of Certificate of Availability for Sale No.
地址在

_____) of _____

以下稱“賣方”

_____ (hereinafter called "the Vendor");

持有香港身份證號碼

(2) _____ (Holder(s) of Hong Kong Identity Card(s) No(s).
並持有購買資格證明書編號

_____ and Holder of Certificate of Eligibility to Purchase No.
地址在

_____) of _____

以下稱“買方”

_____ (hereinafter called "the Purchaser"); and

持有商業登記證號碼

*[(3) _____ (Holder of Business Registration Certificate No.
地址在

_____) of _____

以下稱“賣方代理”及

_____ (hereinafter called "the Vendor's Agent") and

_____ (Holder of Business Registration Certificate No.
地址在

_____) of _____

以下稱“買方代理”

_____ (hereinafter called "the Purchaser's Agent").]

OR

持有商業登記證號碼

*[(3) _____ (Holder of Business Registration Certificate No.
地址在

_____) of _____

以下稱“代理”

_____ (hereinafter called "the Agent").]

合約雙 / 三方同意買賣條款如下
NOW IT IS HEREBY AGREED as follows:-

1. 買賣雙方同意根據以下條款 * [並透過買方代理及賣方代理/代理] 出售及購入
_____ (以下稱"該物業")。

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 _____ (hereinafter called "the Property") subject to the terms and conditions herein contained.

2. 該物業之成交價為港幣 _____ 買方須按以下之付款方法付予賣方。
(a) 於簽訂本合約時付臨時訂金港幣 _____
(b) 於 _____ 年 _____ 月 _____ 日前簽訂正式買賣合約時再付訂金港幣 _____
(c) 於 _____ 年 _____ 月 _____ 日前成交時需付樓價餘款港幣 _____

The purchase price of the Property is HK\$ _____ which shall be paid by the Purchaser to the Vendor in the following manner:-

- (a) Initial deposit of HK\$ _____ shall be paid upon signing of this Agreement;
(b) Further deposit of HK\$ _____ shall be paid upon signing of the Formal Agreement for Sale and Purchase on or before _____[#]; and
(c) Balance of purchase price of HK\$ _____ shall be paid upon completion which should take place on or before _____.

買賣雙方於訂定簽訂正式買賣合約日期時須參閱下列第 8 項。

When fixing the date of signing of the Formal Agreement for Sale and Purchase, the Purchaser and Vendor should refer to Clause 8 below.

- *[3. 該物業成交手續必須於 _____ 年 _____ 月 _____ 日或之前完成。除第 17 項所述明外，該物業是以免除所有負擔或債項之情況下售予買方。

Completion shall take place on or before _____ and the Property is to be sold to the Purchaser subject to Clause 17 hereof but otherwise free from incumbrances.]

OR

{In case of mortgagee sale, the following Clause 3 shall be adopted.}

- *[3 該物業成交手續必須於 _____ 年 _____ 月 _____ 日或之前完成。除第 17 項所述明外，該物業是以免除於土地註冊處登記之按揭契/法定押記號碼[_____]內賦予按揭人之贖按樓權之情況下售予買方。

Completion shall take place on or before _____ and the Property is to be sold to the Purchaser subject to Clause 17 hereof but otherwise free from the equity of redemption under a Mortgage/Legal Charge registered in the Land Registry by Memorial No. [_____].]

4. 成交時,賣方須將該物業交吉予買方。
Upon completion, the Vendor shall deliver vacant possession of the Property to the Purchaser.

5. 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 Purchaser shall not sub-sell the Property or transfer the benefit of this Agreement, whether by way of a 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.

6. 買賣雙方同意分別委托其代表律師
賣方代表律師為 _____
買方代表律師為 _____

The Vendor and the Purchaser agree that they shall separately appoint their own solicitors.
The Vendor shall be represented by _____ and the Purchaser shall be represented by _____.

7. (a) 買賣雙方各自負責其律師費。
(b) *[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]作出全面補償。
(c) *[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) 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補償。

- (a) Each party shall bear its own legal costs.
(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.
(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.
* (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.

8. 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七個工作天向房屋委員會申請提名信。

The Purchaser agrees to apply to the Housing Authority 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.

9. 為使買方能申請提名信,賣方同意在簽訂此合約後_____天內,但必須在簽訂正式買賣合約前七個工作天,將可供出售證明書之正本交予買方或其律師。

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.

10. 如買方未能在簽署正式買賣合約前取得提名信(如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 Purchaser fail to obtain a Letter of Nomination (otherwise 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.

11. 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。

Should the Vendor fail to tender the original of the Certificate of Availability for Sale to the 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.

- *[12. 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_____。]

In consideration of the services rendered by the Vendor's Agent and the Purchaser's Agent, the 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 _____.]

OR

- *[12. 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_____。]

In consideration of the services rendered by the Agent, the Agent shall be entitled to receive HK\$_____ from the Vendor and HK\$_____ from the Purchaser as commission. Such commission shall be paid on or before _____.]

- *[13. 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_____/代理港幣_____作為賠償代理之損失。]

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 HK\$_____ as liquidated damages.]

14. 該物業是以現狀售予買方。

The Property is sold to the Purchaser on an "as is" basis.

15. 此合約取代*雙/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 between the parties hereto.

16. 本買賣包括備註內所列之傢俬及裝設。

It is hereby agreed that the sale and purchase hereof shall include the chattels, furniture and fittings as set out in the Remarks.

17. 買家須承擔根據房屋條例(283 章)附表第 1 段內所述該物業所應繳付補價的責任。
賣方聲稱根據房屋條例附表第 1(b)段計算補價金額的方法,該物業的當初市值為
港幣_____，而當時購入價為港幣_____。

The Purchaser acknowledges that he is purchasing the Property subject to the liability for payment of premium as set out in paragraph 1 of the Schedule to the Housing Ordinance Cap.283. The Vendor declares that for the purpose of calculation of the amount of premium under paragraph 1(b) of the Schedule to the Housing Ordinance, the Initial Market Value and the Purchase Price of the Property are HK\$ _____ and HK\$ _____ respectively.

18. 若買方多於一人，他們須以聯權方式持有該物業。

If the Purchaser is more than one person, they shall hold the Property as Joint Tenants.

19. 本合約之*[賣方代理只代表賣方及買方代理只代表買方/代理為買賣雙方之代理/只為賣方代理/只為買方代理]。

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].

20. 買賣雙方聲稱他們在香港房屋委員會居屋第二市場計劃出售及購買該物業，並承認此合約受房屋條例第 283 章附表內所述的條款、契約及條件及其任何修訂所規限。

It is declared by the Vendor and the Purchaser that they are selling and purchasing the Property under the HOS Secondary Market Scheme of the Hong Kong Housing Authority and acknowledge that this Agreement is subject to the terms, covenants and conditions mentioned in the Schedule to the Housing Ordinance (Cap.283) and any amendments thereto.

21. 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。

The sale and purchase hereof 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.

22. 此合約是具有法律約束力。
This Agreement constitutes a legally binding agreement between the parties hereto.

23. 此合約以英文本為準。
This Agreement should be interpreted in its English version in case of ambiguities.

24. 備註
Remarks : _____

* 請將不適用的刪去
Delete if inapplicable

附表
SCHEDULE

附加條款
Additional Terms

賣方簽署

Signed by the Vendor:)
)
)
) _____

買方簽署

Signed by the Purchaser:)
)
)
) _____

賣方代理簽署

*[Signed by the Vendor's Agent)
地產代理(個人)牌照)
Estate Agent's Licence)
(Individual) No.)
) _____

買方代理簽署

Signed by the Purchaser's Agent)
地產代理(個人)牌照)
Estate Agent's Licence)
(Individual) No.)
) _____]

OR

代理簽署

*[Signed by the Agent :)
地產代理(個人)牌照)
Estate Agent's Licence)
(Individual) No.)
) _____]

茲收到買方臨時訂金港幣

Received from the Purchaser the initial deposit of HK\$

支票號碼

(cheque no.)

* 請將不適用的刪去

Delete if inapplicable

為「指定天頌苑單位」而設
For Designated Tin Chung Court Flats

Appendix 3b

臨時買賣合約
PROVISIONAL AGREEMENT FOR SALE AND PURCHASE

此合約訂於

THIS AGREEMENT is made on _____ **BETWEEN**

持有*商業登記證號碼/香港身份證號碼
(1) _____ (Holder(s) of *Business Registration No./Hong Kong Identity Card(s) No(s)
並持有可供出售證明書編號
_____ and Holder of Certificate of Availability for Sale No.
_____ 地址在 _____
_____) of _____
以下稱“賣方”
_____ (hereinafter called "the Vendor");

持有香港身份證號碼
(2) _____ (Holder(s) of Hong Kong Identity Card(s) No(s). _____
並持有購買資格證明書編號
_____ and Holder of Certificate of Eligibility to Purchase No.
_____ 地址在 _____
_____) of _____
以下稱“買方”
_____ (hereinafter called "the Purchaser"); and

持有商業登記證號碼
*[(3) _____ (Holder of Business Registration Certificate No.
_____ 地址在 _____
_____) of _____
以下稱“賣方代理”及
_____ (hereinafter called "the Vendor's Agent") and
_____ (Holder of Business Registration Certificate No.
_____ 地址在 _____
_____) of _____
以下稱“買方代理”
_____ (hereinafter called "the Purchaser's Agent").]

OR

持有商業登記證號碼
*[(3) _____ (Holder of Business Registration Certificate No.
_____ 地址在 _____
_____) of _____
以下稱“代理”
_____ (hereinafter called "the Agent").]

合約雙 / 三方同意買賣條款如下
NOW IT IS HEREBY AGREED as follows:-

1. 買賣雙方同意根據以下條款 * [並透過買方代理及賣方代理/代理] 出售及購入 _____ (以下稱"該物業")。

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 _____ (hereinafter called "the Property") subject to the terms and conditions herein contained.

2. 該物業之成交價為港幣 _____ 買方須按以下之付款方法付予賣方。

- (a) 於簽訂本合約時付臨時訂金港幣 _____
(b) 於 _____ 年 _____ 月 _____ 日前簽訂正式買賣合約時再付訂金港幣 _____
(c) 於 _____ 年 _____ 月 _____ 日前成交時需付樓價餘款港幣 _____

The purchase price of the Property is HK\$ _____ which shall be paid by the Purchaser to the Vendor in the following manner:-

- (a) Initial deposit of HK\$ _____ shall be paid upon signing of this Agreement;
(b) Further deposit of HK\$ _____ shall be paid upon signing of the Formal Agreement for Sale and Purchase on or before _____; and
(c) Balance of purchase price of HK\$ _____ shall be paid upon completion which should take place on or before _____.

買賣雙方於訂定簽訂正式買賣合約日期時須參閱下列第 8 項。

When fixing the date of signing of the Formal Agreement for Sale and Purchase, the Purchaser and Vendor should refer to Clause 8 below.

3. *[該物業成交手續必須於 _____ 年 _____ 月 _____ 日或之前完成。除第 17 項及附表 1 內之特別條款所述明外，該物業是以免除所有負擔或債項之情況下售予買方。為避免疑問，如附表 1 內之特別條款與本臨時買賣合約所規定的條款有任何抵觸之處，即以特別條款為準。

Completion shall take place on or before _____ and the Property is to be sold to the Purchaser subject to Clause 17 hereof and the Special Conditions set out in Schedule 1 hereto ("the Special Conditions") but otherwise free from incumbrances. For the avoidance of doubt, in the event of any contradiction between the prescribed terms and provisions of this provisional agreement and any of the Special Conditions, the provisions of the Special Conditions shall prevail.]

OR

{如由承按人出售}

{In case of mortgagee sale}

*[該物業成交手續必須於 _____ 年 _____ 月 _____ 日或之前完成。除第 17 項及附表 1 內之特別條款所述明外，該物業是以免除於土地註冊處登記之按揭契/法定押記號碼[_____] 內賦予按揭人之贖按樓權之情況下售予買方。為避免疑問，如附表 1 內之特別條款與本臨時買賣合約所規定的條款有任何抵觸之處，即以特別條款為準。

Completion shall take place on or before _____ and the Property is to be sold to the Purchaser subject to Clause 17 hereof and the Special Conditions set out in Schedule 1 hereto ("the Special Conditions") but otherwise free from the equity of redemption under a Mortgage/Legal Charge registered in the Land Registry by Memorial No. [_____]]. For the avoidance of doubt, in the event of any contradiction between the prescribed terms and provisions of this provisional agreement and any of the Special Conditions, the provisions of the Special Conditions shall prevail.]

4. 成交時，賣方須將該物業交吉予買方。

Upon completion, the Vendor shall deliver vacant possession of the Property to the Purchaser.

5. 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 Purchaser shall not sub-sell the Property or transfer the benefit of this Agreement, whether by way of a 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.

6. 買賣雙方同意分別委托其代表律師

賣方代表律師為 _____

買方代表律師為 _____

The Vendor and the Purchaser agree that they shall separately appoint their own solicitors.

The Vendor shall be represented by _____ and the Purchaser shall be represented by _____.

7. (a) 買賣雙方各自負責其律師費。

(b) *[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]作出全面補償。

(c) *[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) 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補償。

(a) Each party shall bear its own legal costs.

(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.

(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.

* (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.

8. 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七個工作天向香港房屋委員會（“房委會”）申請提名信。

The Purchaser agrees to apply to the Hong Kong Housing Authority ("the Housing Authority") 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.

9. 為使買方能申請提名信，賣方同意在簽訂此合約後_____天內，但必須在簽訂正式買賣合約前七個工作天，將可供出售證明書之正本交予買方或其律師。

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.

10. 如買方未能在簽署正式買賣合約前取得提名信(如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 Purchaser fail to obtain a Letter of Nomination (otherwise 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.

11. 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。

Should the Vendor fail to tender the original of the Certificate of Availability for Sale to the 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.

- *[12. 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_____。]

In consideration of the services rendered by the Vendor's Agent and the Purchaser's Agent, the 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 _____.]

OR

- *[12. 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_____。]

In consideration of the services rendered by the Agent, the Agent shall be entitled to receive HK\$_____ from the Vendor and HK\$_____ from the Purchaser as commission. Such commission shall be paid on or before _____.]

- *[13. 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 _____ / 代理港幣 _____ 作為賠償代理之損失。

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 HK\$ _____ as liquidated damages.]

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

15. 此合約取代*雙/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 between the parties hereto.

16. 本買賣包括備註內所列之傢俬及裝設。
It is hereby agreed that the sale and purchase hereof shall include the chattels, furniture and fittings as set out in the Remarks.

17. 買家須承擔根據房屋條例(283 章)附表第 1 段內所述該物業所應繳付補價的責任。
賣方聲稱根據房屋條例附表第 1(b)段計算補價金額的方法,該物業的當初市值為港幣 _____, 而當時購入價為港幣 _____

The Purchaser acknowledges that he is purchasing the Property subject to the liability for payment of premium as set out in paragraph 1 of the Schedule to the Housing Ordinance Cap.283. The Vendor declares that for the purpose of calculation of the amount of premium under paragraph 1(b) of the Schedule to the Housing Ordinance, the Initial Market Value and the Purchase Price of the Property are HK\$ _____ and HK\$ _____ respectively.

18. 若買方多於一人，他們須以聯權方式持有該物業。
If the Purchaser is more than one person, they shall hold the Property as Joint Tenants.

19. 本合約之*[賣方代理只代表賣方及買方代理只代表買方/代理為買賣雙方之代理/只為賣方代理/只為買方代理]。

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].

20. 買賣雙方聲稱他們在房委會居屋第二市場計劃出售及購買該物業，並承認此合約受房屋條例第 283 章附表內所述的條款、契約及條件及其任何修訂所規限。

It is declared by the Vendor and the Purchaser that they are selling and purchasing the Property under the HOS Secondary Market Scheme of the Housing Authority and acknowledge that this Agreement is subject to the terms, covenants and conditions mentioned in the Schedule to the Housing Ordinance (Cap.283) and any amendments thereto.

21. 本買賣亦受附表 2 內所列之附加條款(如有的話)限制,如附表 2 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。

The sale and purchase hereof is also subject to the additional terms (if any) set out in the Schedule 2 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.

22. 此合約是具有法律約束力。
This Agreement constitutes a legally binding agreement between the parties hereto.

23. 此合約以英文本為準。
This Agreement should be interpreted in its English version in case of ambiguities.

24. 備註

Remarks : _____

* 請將不適用的刪去
Delete if inapplicable

附表 1
SCHEDULE 1

Special Conditions

1. The Purchaser hereby expressly agrees, admits and acknowledges that:-
- (i) The Purchaser is fully aware that there are disputes between the Housing Authority and the other owners of Tin Chung Court over the liabilities to pay the management fees and also interest, collection charge, costs and/or other expenses arising thereon under the Deed of Mutual Covenant and Deed of Grant registered in the Land Registry by Memorial No. YL889084 ("the Deed of Mutual Covenant") in respect of the units, including the Property, of (a) Blocks K and L of Tin Chung Court for the period from 28th December 1999 up to 23rd November 2008 and (b) Blocks F, G, H and J of Tin Chung Court for the period from 28th December 1999 to 22nd April 2001 (collectively "the management fees in dispute").
 - (ii) The total amount of the management fees in dispute (excluding the said interest, collection charge, costs and/or other expenses) is HK\$45,073,812.31 with the breakdown as follows:-
 - (a) For Flat Nos. 1, 2, 5 and 6 of Blocks K and L, at HK\$60,629.71 per flat;
 - (b) For Flat Nos. 3, 4, 7 and 8 of Blocks K and L, at HK\$47,517.75 per flat;
 - (c) For Flats Nos. 1, 2, 5 and 6 of Blocks F, G, H and J, at HK\$9,168.45 per flat; and
 - (d) For Flats Nos. 3, 4, 7 and 8 of Blocks F, G, H and J, at HK\$7,185.65 per flat.
 - (iii) According to the terms of the Deed of Mutual Covenant,
 - (a) Interest shall accrue at the rate not exceeding 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited on the amount unpaid; and
 - (b) Collection charge shall be calculated at the rate not exceeding 10% of the amount payable, and there may also be liability for other expenses incurred in or in connection with recovering of the amount payable including legal expenses on a solicitor and own client basis.
 - (iv) The management fees in dispute may affect, and may constitute blots on, the title to the Property and may also have other legal consequences affecting the Property and the Purchaser as future owner of the Property. Without prejudice to the generality of the foregoing, the management fees in dispute (1) may result in a charge arising over or memorandum of charge being registered against the Property for the amounts involved in the management fees in dispute, (2) may result in litigation or proceedings involving, claims or demands or action being made or taken against and/or liabilities of the Vendor and the Purchaser for payment of the management fees in dispute, (3) may result in lis pendens being registered in the Land Registry against the Property, (4) may affect the Purchaser and/or his successors and assigns in obtaining any loan and/or financing by a charge or mortgage over the Property and (5) may affect the Purchaser's subsequent sale of the Property.
 - (v) No payment of the management fees in dispute was made by the Housing Authority and the Vendor.
 - (vi) The Purchaser is not entitled to require the Vendor to pay the management fees in dispute or any part thereof, and the Vendor shall not be obliged to pay the same and/or produce or deliver to the Purchaser any receipts and/or document(s) proving or showing the payment thereof, before, on or after the completion of the sale and purchase of the Property hereunder.
 - (vii) The Purchaser shall not raise any requisitions on or take any objection to the title to

the Property based upon, in relation to or concerning the management fees in dispute and/or any legal consequences arising therefrom, including but not limited to any issues, liabilities, claims, demands, actions, charges or memorandum of charges, litigation or proceedings, lis pendens or otherwise blots on title arising therefrom.

- (viii) Save for enforcement of the provisions and pursuing against the Vendor for breach of any of the warranty, declaration and undertaking made and given by the Vendor in paragraph 3 hereunder, the Purchaser, whether before, on or after the completion of the sale and purchase of the Property hereunder, shall have no claim whatsoever against the Vendor, whether for loss, damage, compensation, set off or any other legal or equitable relief in any form whatsoever, in relation to or concerning the management fees in dispute and/or legal consequences arising therefrom, including but not limited to any issues, liabilities, claims, demands, actions, charges or memorandum of charges, litigation or proceedings, lis pendens or otherwise blots on title arising therefrom.
- (ix) The Purchaser shall complete the purchase of the Property (1) without any abatement in purchase price and (2) subject to the management fees in dispute and all legal consequences arising therefrom and to any encumbrance on and/or blots on title to the Property constituted by and/or arising from the management fees in dispute.

2. The Purchaser hereby acknowledges and declares that no warranty or representation is given or made by the Vendor as to whether any: -

- (i) memorandum of charge or lis pendens in respect of the management fees in dispute has been or will be made and/or registered in the Land Registry against the Property;
or
- (ii) charge for the management fees in dispute has arisen or will arise over the Property;
or
- (iii) claims, demands, actions, litigation or legal proceedings has been or will be made, taken or instituted against the Vendor for recovery of the management fees in dispute.

The Purchaser hereby agrees and declares that even if any memorandum of charge or lis pendens in respect of the management fees in dispute has been or will be made and/or registered in the Land Registry against the Property, or any charge for the management fees in dispute has arisen or will arise over the Property, or any claims, demands, actions, litigation or legal proceedings has been or will be made, taken or instituted against either or both of the Vendor and the Purchaser for recovery of the management fees in dispute now or at any time hereafter, the Purchaser shall nevertheless purchase and complete his purchase of the Property subject to such memorandum of charge, charge, lis pendens and/or claims, demands, actions, litigation and/or legal proceedings and without any abatement of the purchase price.

3. (i) *[The Property is sold subject to and with the benefit of the indemnity ("the Indemnity") given by the Housing Authority under the first assignment executed in or after 2013 for sale of the Property of all claims demands actions proceedings and/or litigation received including all interest, costs and expenses in connection therewith in respect of the management fees in dispute.]

OR

{In case of mortgagee sale}

*[The Property is sold subject to and with the benefit of the indemnity given by the Housing Authority under the Deed of Guarantee dated [] of all claims demands actions proceedings and/or litigation received including all interest, costs and expenses in connection therewith in respect of the management fees in dispute.]

- (ii) The Vendor hereby warrants and declares that the Vendor has fully and punctually performed and observed each and every of the conditions ("the Conditions") required to be observed and performed as a condition precedent to the Vendor's and/or his successors' and assigns' entitlement to or enforcement of the Indemnity and would continue to perform and observe the Conditions up to the completion of the sale and purchase of the Property.
 - (iii) The Purchaser hereby agrees to perform and observe each and every of the Conditions.
- 4. The Purchaser acknowledges and confirms that the Purchaser has been advised to make his own enquiries and seek independent legal advice on the foregoing matters before signing this Agreement and that the Purchaser will not claim afterwards that the Purchaser is not legally bound by the above Special Conditions.

特別條款

1. 買方現明確同意、承認和確認：

- (i) 買方完全知悉房委會與天頌苑其他業主就(a) 1999年12月28日至2008年11月23日期間該屋苑K座和L座各單位以及(b) 1999年12月28日至2001年4月22日期間該屋苑F座、G座、H座和J座各單位(包括該物業)根據公契規定的管理費及其引致的利息、追收費、費用及/或其他開支的支付責任(以下統稱「爭議管理費」)發生爭議。
- (ii) 爭議管理費(不包括上述利息、追收費、費用及/或其他開支)總額為港幣45,073,812.31元,分項數字如下:
 - (a) K座和L座1室、2室、5室和6室,每單位港幣60,629.71元;
 - (b) K座和L座3室、4室、7室和8室,每單位港幣47,517.75元;
 - (c) F座、G座、H座和J座1室、2室、5室和6室,每單位港幣9,168.45元;以及
 - (d) F座、G座、H座和J座3室、4室、7室和8室,每單位港幣7,185.65元。
- (iii) 公契條款規定:
 - (a) 欠款的利息,以年利率不高於香港上海滙豐銀行有限公司不時訂定的最優惠利率加兩釐計算;以及
 - (b) 追收費為不超過應付款項的10%,而業主亦可能須支付因追討此等款項而招致或牽涉之所有其他開支,包括法律費用(律師費及委辦費)。
- (iv) 爭議管理費可能影響該物業的業權,亦可能構成該物業業權的污點,並可能為該物業和買方作為該物業的其後業主帶來其他法律後果。在不損害上文概括性的原則下,爭議管理費(1)可能導致該物業因爭議管理費所涉金額而受制於押記或有押記備忘錄註冊在案;(2)可能導致賣方和買方因支付爭議管理費問題而牽涉訴訟或法律程序,須面對申索或要求或法律行動及/或承擔法律責任;(3)可能導致該物業在土地註冊處有註冊在案的待決案件;(4)可能影響買方及/或其繼承人和受讓人以該物業作押記或按揭而取得任何貸款及/或資金;以及(5)可能影響買方日後出售該物業。
- (v) 房委會及賣方並無繳付爭議管理費。
- (vi) 買方無權要求賣方繳付爭議管理費或其任何部分,賣方亦無須在本文所述該物業完成買賣之前、之時或之後,繳付爭議管理費及/或向買方交出或交付任何證明或顯示已繳付該筆費用的收據及/或文件。
- (vii) 買方不會基於爭議管理費及/或因而引致的法律後果或與之相關或相干的事項(包括但不限於因爭議管理費而導致的任何爭論點、法律責任、申索、要求、法律行動、押記、押記備忘錄、訴訟或法律程序、待決案件或其他業權污點),對該物業的業權提出任何要求或反對事項。
- (viii) 除了為執行及追討買方違反下文第3段所述的保證、聲明及承諾外,買方無論是在本文所述該物業完成買賣之前、之時或之後,均不得就與爭議管理費及/或其引致的法律後果(包括但不限於因而導致的任何事項、法律責任、申索、要求、法律行動、押記、押記備忘錄、訴訟或法律程序、待決案件或其他業權污點)向賣方作出任何申索,包括相關或相干的損失、損害、補償、抵銷或任何形式的其他法律或衡平法濟助。
- (ix) 買方須在下述情況下完成購買該物業的手續:(1)樓價不作任何扣減;以及(2)受限

於爭議管理費和其引致的所有法律後果，以及爭議管理費對該物業的業權構成及/或因而導致的負擔及/或污點。

2. 買方現確認和聲明，賣方沒有就下述事宜給予保證或作出陳述：

- (i) 該物業是否已有或將有關於爭議管理費的押記備忘錄或待決案件及/或該等押記備忘錄或待決案件是否已在或將在土地註冊處註冊在案；或
- (ii) 該物業有否因爭議管理費而已受制或將受制於押記；或
- (iii) 賣方是否已經或將會面對關於追收爭議管理費的申索、要求、法律行動、訴訟或法律程序。

買方現同意和聲明，即使在目前或此後任何時間，該物業已有或將有任何關於爭議管理費的押記備忘錄或待決案件及/或該等押記備忘錄或待決案件已在或將在土地註冊處註冊在案，或該物業因爭議管理費而已受制或將受制於押記，或買賣雙方或其中一方已經或將會面對任何有關追收爭議管理費的申索、要求、法律行動、訴訟或法律程序，買方仍須在受限於該等押記備忘錄、押記、待決案件及/或申索、要求、法律行動、訴訟及/或法律程序，以及在樓價不作任何扣減的前提下，購買和完成其購買該物業的手續。

3. (i) *[該物業是按照及連同載於 2013 年及其後該物業出售的首次轉讓契約內，就因爭議管理費所引起的所有申索、要求、法律行動、法律程序及/或訴訟，包括所有利息、費用和與之相關的開支，由房委會所作之彌償的權益出售。]

{ 如由承接人出售 }

*[該物業是按照及連同載於[年 月 日]簽訂的保證書內，就因爭議管理費所引起的所有申索、要求、法律行動、法律程序及/或訴訟，包括所有利息、費用和與之相關的開支，由房委會所作之彌償的權益出售。]

- (ii) 賣方保證及聲明，作為賣方以及其繼承人和受讓人享有該等彌償權利或執行該等彌償的先決條件，賣方已充份及準時地遵守和履行每一項須遵守的條款(下稱「條款」)，並會繼續遵守和履行該等條款直至完成買賣協議。

- (iii) 買方同意遵守和履行每一項條款。

4. 買方確認和證實，買方已獲悉在簽署本協議前可就上述事宜自行查詢和尋求獨立法律意見，買方亦不會在事後聲稱上述特別條款對買方沒有法律約束力。

附表 2
SCHEDULE 2

附加條款
Additional Terms

賣方簽署

Signed by the Vendor :)
)
)
)

買方簽署

Signed by the Purchaser:)
)
)
)

賣方代理簽署

*[Signed by the Vendor's Agent)

地產代理(個人)牌照)
Estate Agent's Licence)
(Individual) No.)
)

買方代理簽署

Signed by the Purchaser's Agent)
地產代理(個人)牌照)
Estate Agent's Licence)
(Individual) No.)
)

_____]

OR

代理簽署

*[Signed by the Agent :)
地產代理(個人)牌照)
Estate Agent's Licence)
(Individual) No.)
)

_____]

茲收到買方臨時訂金港幣

Received from the Purchaser the initial deposit of HK\$

支票號碼

(cheque no.)

* 請將不適用的刪去

Delete if inapplicable