

# 13 臨時買賣合約的摘要

## SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

1. 買方在簽立臨時買賣合約時向賣方 (擁有人) 繳付相等於樓價 5% 之臨時訂金。
2. 買方在簽署臨時買賣合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身分持有。
3. 如買方沒有在訂立該臨時買賣合約之後的 5 個工作日內簽立正式買賣合約 —
  - i. 該臨時買賣合約即告終止；及
  - ii. 買方支付的臨時訂金，即予沒收；及
  - iii. 賣方 (擁有人) 不得就買方沒有簽立正式買賣合約，而對買方提出進一步申索。

1. A preliminary deposit which is equal to 5% of the purchase price is payable by the purchaser to the vendor (the owner) upon signing of the preliminary agreement for sale and purchase.
2. The preliminary deposit paid by the purchaser on the signing of that preliminary agreement for sale and purchase will be held by a firm of solicitors acting for the owner, as stakeholders.
3. If the purchaser fails to sign the formal agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement for sale and purchase -
  - i. that preliminary agreement for sale and purchase is terminated; and
  - ii. the preliminary deposit paid by the purchaser is forfeited; and
  - iii. the vendor (the owner) does not have any further claim against the purchaser for the failure.