13 臨時買賣合約的摘要

SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

- 1. 買方在簽署臨時買賣合約時須向賣方(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的日期之後的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.