

# 13 臨時買賣合約的摘要

## SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

1. 在簽署臨時買賣合約時須支付款額為5%的臨時訂金。
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份持有。
3. 如買方沒有於訂立該臨時買賣合約之後的5個工作日內簽立買賣合約 —
  - (i) 該臨時買賣合約即告終止；及
  - (ii) 有關的臨時訂金即予沒收；及
  - (iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

1. A preliminary deposit of 5% is payable on the 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 execute the 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 is forfeited; and
  - (iii) the owner does not have any further claim against the purchaser for the failure.