

PROVISIONAL AGREEMENT FOR SALE AND PURCHASE

This AGREEMENT is made on _____ BETWEEN

Vendor the first party _____ (holder of Hong Kong Identity Card No. /
Business Registration No. _____) of _____
_____ (hereinafter called "the Vendor") and;

Purchaser the second party _____ (holder of Hong Kong Identity Card No. /
Business Registration No. _____) of _____
_____ (hereinafter called "the Purchaser") and;

Agent the third party _____
(holder of Business Registration No. _____) of _____
_____ (hereinafter called "the Agent").

NOW IT IS HEREBY AGREED as follows:-

Premises 1. The Vendor agrees to sell and the Purchaser agrees to purchase, through the Agent subject to the terms
and conditions herein contained, all that _____
_____ hereinafter called "the said premises").

Consideration and payment 2. The purchase price of the said premises shall be HK\$ _____
which shall be paid by the Purchaser to the Vendor in the manner as follows: -
(a) Initial deposit shall be paid upon signing of this agreement in the sum of HK\$ _____
(b) Upon signing of the Formal Agreement for Sale and Purchase on or before _____
further deposit shall be paid in the sum of HK\$ _____
(c) Further deposit shall be paid on or before _____ in the sum of
HK\$ _____

Completion date (d) Balance of purchase price shall be paid upon completion on or before _____
at Vendor's solicitors in the sum of HK\$ _____
The further deposits payable under (b) and (c) above shall be paid to the Vendor's solicitors as
stakeholders who may release the same to the Vendor provided that the balance of the purchase price is
sufficient to discharge the existing legal charge / mortgage and the title deeds of the said premises shall
have been approved and accepted by the Purchaser's solicitors who shall have seven days to peruse and
to raise requisitions or objection in respect of the title to the said premises upon receipt of the said title
deeds.

Encumbrances 3. The said premises is to be sold to the Purchaser or its nominee(s), sub-purchaser(s) free from encumbrances.

Vacant possession *4. Upon completion, the Vendor shall deliver vacant possession of the said premises to the Purchaser / The
Purchaser agrees to purchase the said premises subject to the existing tenancy.

Selling as confirmor 5. The Vendor is selling as confirmor.

Solicitors and stamp Duty 6. The Vendor and the Purchaser agree that they shall separately appoint their own solicitors.
The Vendor shall be represented by Messrs. _____
whereas the Purchaser shall be represented by Messrs. _____
Each party shall pay its own legal costs. Subject to clause 8 hereof, all stamp duty shall be borne by the
Purchaser solely.

- Purchaser fails to perform 7. 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 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 and / or damages or the enforce specific performance.
- Vendor fails to perform 8. Should the Vendor after receiving the initial deposit paid hereunder fail to complete the sale in the manner herein contained, the Vendor shall immediately compensate the Purchaser with a refund of the initial deposit together with a sum equivalent to the amount of the initial deposit as liquidated damages and the reimbursement / payment (as the case may be) of stamp duty of the said premises and the Purchaser shall not take any further action to claim for damages or to enforce specific performance.
- Agent's commission 9. In consideration of the services rendered by the Agent, the Agent shall be entitled to received HK\$_____ from the Vendor and HK\$_____ from the Purchaser as commission. Such commission shall be paid not later than _____
- Compensation to Agent 10. If in any case either the Vendor or the Purchaser fails to complete the sale or purchase in the manner herein contained, the defaulting party shall compensate at once the Agent HK\$_____ as liquidated damages.
- As is basis 11. The said premises is sold to the Purchaser on an "as is" basis.
- Prior negotiations 12. This agreement supersedes all prior negotiations, representation, understanding and agreements of the parties hereto.
- Chattels 13. It is hereby declared that the sale and purchase hereof shall include the chattels, furniture and fittings as set out in the Schedule attached hereto.
- Residential / Non-Residential *14 It is hereby certified that the transaction hereby affected relates to residential / non-residential premises within the meaning of Section 29A(1) of the Stamp Duty Ordinance Cap. 117.
- Certificate of value 15. It is hereby certified that the transaction hereby affected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value of the consideration exceeds HK\$_____
- Appointment of Agent *16 It is hereby declared that the Agent is the Agent for both the Vendor and the Purchaser / for the Vendor only / for the Purchaser only.
- Interpretation 17. This agreement should be interpreted in its English version in case of ambiguities.
- Remarks 18. _____

 SIGNED BY THE VENDOR

 SIGNED BY THE AGENT

 SIGNED BY THE PURCHASER

Received from the Purchaser the initial deposit in the sum of HK\$_____ (Cheque no. _____)

Signed by the Vendor _____

* To be deleted where applicable.