



表格 3  
FORM 3  
出售香港住宅物業用的  
地產代理協議

ESTATE AGENCY AGREEMENT FOR SALE OF RESIDENTIAL  
PROPERTIES IN HONG KONG

本表格由地產代理監管局按  
《地產代理條例》訂明  
This Form is prescribed by the  
Estate Agents Authority in  
accordance with the  
Estate Agents Ordinance

一般注意事項：請仔細閱讀本協議並按指示填寫。如你不明白本協議內的任何字句，請要求代理解釋。如你不明白或不同意代理的解釋，則最佳的做法是在簽署本協議前諮詢你的律師。  
GENERAL CAUTION: Read this Agreement carefully and follow its instructions. If you do not understand any thing in this Agreement then ask for an explanation to be given. If you do not understand or agree with any explanation given then it is best to consult your solicitor before signing this Agreement.

備註：凡本協議內的任何字句尾隨有括號的數字（例如<sup>(1)</sup>），請立即參閱本協議附表 4 內相同編號的註釋。凡本協議內的任何字句提述本協議的某附表，亦請立即參閱該附表。  
Information note: Where any thing in this Agreement is followed by a number in brackets (e.g.<sup>(1)</sup>), then immediately read the explanatory note that bears that number in Schedule 4 to this Agreement. Where any thing in this Agreement refers to a Schedule to this Agreement, then immediately read that Schedule.

1. 代理的委任及本協議的有效期  
Appointment of Agent and Validity Period of this Agreement

本人/我們，SEAWAY INTERNATIONAL LIMITED (“賣方”)，  
I/We, SEAWAY INTERNATIONAL LIMITED (“Vendor”)，  
現按照本協議的條款並在該等條款的規限下委任 中原地產代理有限公司 (“代理”<sup>(2)</sup>)  
appoint CENTALINE PROPERTY AGENCY LIMITED (“Agent”<sup>(2)</sup>)  
為本人 / 我們的獨家<sup>(3)</sup> / 非獨家<sup>(1)</sup> 代理，以推銷位於  
subject to and in accordance with the terms of this Agreement to act as my/our exclusive<sup>(3)</sup>/non-exclusive<sup>(1)</sup> agent in  
the marketing of Flat A, 67/F, Tower 1, The Hongkong Side, 6th (“Property”).  
本協議由 27/8/2008 年 月 日起生效，並於 26/8/2009 年 月 日 屆滿  
This Agreement shall take effect on 27/8/2008 (D/M/Y) and expire on 26/8/2009 (D/M/Y)  
(首尾兩天包括在內)(“有效期”)。  
(both days inclusive) (“Validity Period”).

[注意：如屬獨家代理關係，則即使物業在有效期內並非經由代理出售，賣方仍可能須向代理支付佣金，因此當賣方與代理建立獨家代理關係時應謹慎考慮。代理以獨家代理身分行事時須履行的特別責任，可在第 13 條下以額外條款的形式指明。]  
[CAUTION: In the case of exclusive agency, the Vendor may be liable to pay commission to the Agent even if the Property is not sold through the Agent within the Validity Period. The Vendor should therefore consider carefully when he enters into an exclusive agency relationship with the Agent. Special obligations to be performed by the Agent under exclusive agency may be specified as extra terms under clause 13.]

2. 代理關係及代理的責任  
Agency Relationship and Duties of Agent

代理與賣方同意 —  
The Agent agrees with the Vendor that —

- (a) 代理與賣方之間就物業而有的代理關係屬單邊代理／雙邊代理／有可能代表雙方的代理<sup>(3)(1)</sup>關係；  
the agency relationship between them in respect of the Property shall be a single agency/dual agency/potentially dual agency<sup>(3)(1)</sup>；
- (b) 如屬雙邊代理關係，則代理須在切實可行的範圍內，盡快以書面向賣方披露代理將向買方收取的佣金的數額或收費率；  
in the case of dual agency, the Agent shall as soon as is practicable disclose in writing to the Vendor the amount or rate of commission to be received by the Agent from a purchaser；
- (c) 如屬有可能代表雙方的代理關係，則代理須在建立雙邊代理關係後，在切實可行的範圍內，盡快以書面向賣方披露該代理關係以及代理將向買方收取的佣金的數額或收費率；及  
in the case of potentially dual agency, the Agent shall as soon as is practicable after dual agency arises disclose in writing to the Vendor such agency relationship and the amount or rate of commission to be received by the Agent from a purchaser；and
- (d) 代理除須履行本協議或任何成文法則委予代理的責任外，亦須履行本協議附表 1 內所列的責任。  
The Agent's duties shall be as set out in Schedule 1 to this Agreement, in addition to the duties placed on the Agent by this Agreement or any enactment.

3. 放盤價[注意：賣方並沒有藉本條授權代理代賣方接受任何要約。放盤價只供放盤及作廣告宣傳之用。]  
List Price: [CAUTION: The Vendor does not confer upon the Agent, by virtue of this clause, the right to accept an offer on behalf of the Vendor. The list price is for the purpose of listing and advertising only.]

放盤價為港幣 壹仟萬 元(HK\$ 30,000,000.00)。  
The list price shall be Hong Kong Dollars 壹仟萬 (HK\$ 30,000,000.00)。  
放盤價只在賣方的書面指示下方可更改，而該等指示將構成本協議一部份。  
The list price can only be varied with written instructions of the Vendor and such instructions shall form part of this Agreement.

4. 佣金  
Commission

本協議適用於賣方須向代理支付的佣金的規定，列於本協議附表 2 及 4 內<sup>(4)</sup>。  
The provisions of this Agreement applicable to the commission to be paid by the Vendor to the Agent shall be as set out in Schedules 2 and 4 to this Agreement<sup>(4)</sup>.

5. 物業資料  
Property Information

代理須向賣方提供《地產代理常規（一般責任及香港住宅物業）規例》訂明並經代理填妥和簽署的物業資料表格（包括賣方的陳述）。  
The Agent shall provide to the Vendor the Property Information Form including the Vendor's Statement prescribed under the Estate Agents Practice (General Duties and Hong Kong Residential Properties) Regulation duly completed and signed by the Agent.

6. 視察物業  
Property Inspection

- (a) 賣方同意容許代理／買方<sup>(1)</sup>於雙方議定的時間查看物業。  
The Vendor agrees to allow viewing of the Property by the Agent/purchaser(s)<sup>(1)</sup> at a mutually agreeable time.  
同意 Yes ☒ 不同意 No ☐<sup>(8)</sup>
- (b) 賣方同意將物業的鎖匙交由代理妥為保管，以供查看物業之用。  
The Vendor agrees to pass the keys of the Property to the Agent for safe custody and for the viewing of the Property.  
同意 Yes ☐ 不同意 No ☒<sup>(8)</sup>
- (c) 賣方授權代理將鎖匙交予其他地產代理／人士<sup>(1)</sup>，以供查看物業之用。  
The Vendor authorizes the Agent to pass the keys to other estate agents/persons<sup>(1)</sup> for the viewing of the Property.  
同意 Yes ☐ 不同意 No ☒<sup>(8)</sup>

7. 分銷放盤  
Sub-listing

- (a) 賣方授權代理將物業分銷放盤，並將由賣方提供的關於賣方及物業的資料交予其他地產代理以供分銷放盤之用。  
The Vendor authorizes the Agent to sub-list the Property and pass relevant information about the Vendor and the Property supplied by the Vendor to other estate agents for sub-listing purposes.  
同意 Yes ☐ 不同意 No ☒<sup>(8)</sup>
- (b) 如代理將物業交由另一地產代理（“分銷放盤代理”）分銷放盤，則代理須確保分銷放盤代理遵守《地產代理常規（一般責任及香港住宅物業）規例》中關於廣告宣傳的規定。  
If the Agent sub-lists the Property to another estate agent (“sub-listing agent”), the Agent shall ensure that the sub-listing agent shall observe the Estate Agents Practice (General Duties and Hong Kong Residential Properties) Regulation regarding advertising.

8. 廣告宣傳  
Advertising

- (a) 賣方授權代理發出關於物業的廣告。  
The Vendor authorizes the Agent to issue advertisement in respect of the Property.  
同意 Yes ☐ 不同意 No ☒<sup>(8)</sup>
- (b) 如對以上問題的回答是“同意”的話，則除本協議另有指明外，廣告宣傳費將由代理承擔。  
If the answer to the above is “yes”, then the advertising fees will be borne by the Agent unless otherwise specified in this Agreement.

9. 代理須披露權益  
Disclosure of Interest by Agent

- (a) 代表代理簽署本協議的人現披露：他或其指明親屬<sup>(5)</sup>，或其任何代名人，或其指明親屬的任何代名人，或代理或代理的任何僱員／大股東<sup>(6)</sup>／合夥人／董事對物業擁有金錢上的或其他實益的權益<sup>(7)</sup>；  
The person signing this Agreement on behalf of the Agent discloses that he or his specified relative<sup>(5)</sup>, or any nominee of his or of his specified relative, or the Agent or any employee / substantial shareholder<sup>(6)</sup>/ partner/director of the Agent has a pecuniary or other beneficial interest<sup>(7)</sup> in the Property；  
有 Yes ☐ 沒有 No ☒<sup>(8)</sup>
- (b) 如對以上問題的回答是“有”的話，則必須在本協議附表 3 述明有關權益的詳情。  
If the answer to the above is “yes”, then the particulars of the interest must be specified in Schedule 3 to this Agreement.
- (c) 代表代理簽署本協議的人須在切實可行的範圍內，盡快以書面向賣方披露在有效期內產生的上述(a)段所提述的任何權益。  
The person signing this Agreement on behalf of the Agent shall as soon as is practicable disclose in writing to the Vendor any interest referred to in paragraph (a) above that may arise during the Validity Period.

10. 賣方的確認  
Acknowledgement by Vendor

賣方確認他已 —  
The Vendor acknowledges he has —

- (a) 閱讀並明白本協議的條款；及  
read and understood the terms of this Agreement；and
- (b) ☐<sup>(8)</sup> 收取本協議第 5 條規定提供的物業資料表格(包括賣方的陳述)；  
received the Property Information Form including the Vendor's Statement required to be provided under clause 5 of this Agreement；  
☒<sup>(8)</sup> 同意於賣方與一名買方訂立具約束力的買賣協議之前收取物業資料表格（包括賣方的陳述）。  
agreed to receive the Property Information Form including the Vendor's Statement before entering into a binding agreement for sale and purchase between the Vendor and a purchaser.

11. 附表  
Schedules

No. KH03 0500 (1)