本協議的附表構成本協議的一部分。

The Schedules to this Agreement form part of this Agreement.

12. 如物業不容許作住宅用途則本協議即屬無效

Agreement void if domestic purpose or use not allowed

如物業的佔用許可證所規定的用途並不包括住宅用途或不容許作住宅用途,則本協議即屬無效。 This Agreement shall be void if the occupation permit for the Property does not include or allow domestic purpose or use.

13. 額外條款[注意:這些額外條款不得與本協議的其他條款有所抵觸,亦不得限制本協議的其他條款。]: Extra Terms [CAUTION: These extra terms cannot conflict with or limit the other terms of this Agreement.]:

賣方的簽署:

Signature of the Vendor:

For and on behalf of

新運國際有限公司 SENWAY INTERNATIONAL LIMITED

Authorized Signature(s)

香港身分證號碼:

Hong Kong identity card(s) number(s):

(如適用的話) (if applicable)

如賣方是一間公司,請述明:

Where the Vendor is a company, please state:

簽署人的姓名或名稱: Andy Lan.

Name of the Signatory:

_{要否人}的職位: Position of the Signatory: Five . Director

地址 Address: Rm 3606, China Munharite 地址 Address: 111 3 300 Conseypt Ren Certil, +1,6

電話號碼 Telephone number:

傳真號碼 Fax number:

日期 Date:

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代理的營業詳情說明書號碼

C - 000227 - (A > 1)

電話號碼 Telephone number: ようう シッサービ 値 i sis 碼 Fax number:

Number of Agent's statement of particulars of business:

爲代理及代代理簽署的地產代理/營業員的簽署:

CENTALINE PROPERTY AGENCY LIMITED

簽署人的姓名或名稱及牌照號碼:

Name and licence number of the signatory:

behalf of the Agent:

For and on behalf of

Signature of the estate agent/salesperson signing for and on

Authorized Signature(s)

LEG THIC WA

27-8-8008

[注意:在本協議簽署後,必須立即給予賣方一份經簽署的本協議的正本或副本。]

[CAUTION: Immediately after this Agreement has been signed, the Vendor must be given the original or a copy of this Agreement as signed.]

> 附表1 Schedule 1 代理的責任 Duties of Agent

代理須 -

The Agent shall

代賣方推銷物業;

market the Property on behalf of the Vendor;

- 爲賣方取得關於物業的資料; (b)
- obtain information in relation to the Property for the Vendor;
- 安排買方視察物業; (c)
 - arrange for purchasers to inspect the Property;
- 進行商議,並向賣方提交所有關於物業的要約;及
 - conduct negotiation and submit all offers in relation to the Property to the Vendor; and
- 協助賣方與買方訂立具約束力的買賣協議。
 - assist the Vendor in entering into a binding agreement for sale and purchase with a purchaser.

附表2 Schedule 2 賣方須支付的佣金 Commission to be Paid by Vendor

除本附表第2條另有規定外,如賣方在有效期內經由代理與買方就物業訂立具約束力的買賣協議,則賣方須於: Subject to section 2 of this Schedule, if during the Validity Period the Vendor through the Agent enters into a binding agreement

for sale and purchase with a purchaser in respect of the Property then the Vendor is liable to pay the Agent commission in the /at the rate of DUE% of the transacted price of the Property(1): □(8) 簽署買賣協議時, upon the signing of the agreement for sale and purchase. (8) 買賣協議指明的物業交易完成時, upon the completion of the property transaction as specified in the agreement for sale and purchase. 向代理支付一筆數額 \$ 除本附表第 3 條另有規定外,如非因賣方犯錯而令物業交易未能完成,則賣方沒有責任向代理支付任何佣金。在 此情況下,如賣方已支付佣金,則代理須在切實可行的範圍內盡快(但無論如何不得遲於由買賣協議指明的完成 交易日期起計的5個工作日)將佣金連同利息/不連同利息(1)退還予賣方。 Subject to section 3 of this Schedule, the Vendor shall have no obligation to pay any commission to the Agent if completion of the property transaction falls through without fault on the part of the Vendor and, in such case, if the commission has already been paid it shall be refunded by the Agent to the Vendor as soon as is practicable and in any case not later than 5 working days from the completion date as specified in the agreement for sale and purchase with interest/without interest(1) 如買賣雙方非基於物業的買賣協議的條文而共同取消該具約束力的買賣協議,則賣方須向代理支付佣金。 The commission shall become payable to the Agent in the case of mutual cancellation of a binding agreement for sale and purchase of the Property not arising from any provisions of the agreement for sale and purchase. 如代理爲推銷物業而與其他地產代理合作,則賣方無須向該等其他地產代理支付任何佣金。 The Vendor is not liable to pay any commission to other estate agents with whom the Agent co-operates in the marketing of the 附表3 Schedule 3 對物業所擁有的權益 Interests in Property 按照本協議第9條,就物業所擁有的金錢上的或其他實益的權益(7)的詳情如下: In accordance with clause 9 of this Agreement, particulars of the pecuniary or other beneficial interests⁽⁷⁾ in respect of the Property are as

follows:

附表4 Schedule 4 計釋 **Explanatory Notes**

(1) 指刪去不適用者。所有刪除必須加以簡簽。

This means delete whichever is inappropriate. All deletions must be initialled.

在本協議第1條內填上有關地產代理業務實體(即俗稱商號)的名稱。

Enter the name of the estate agency business entity concerned in clause 1 of this Agreement.

(3) 獨家代理 - 指代理是唯一爲賣方行事的地產代理。如賣方在有效期內經由另一地產代理與一名買方

就物業訂立具約束力的買賣協議,則代理有權向賣方追討附表2第1條所指明的佣金。 - this means the Agent is the only estate agent acting for the Vendor. If during the Validity Period the Vendor enters into a binding agreement for sale and purchase with a purchaser in respect of the Property through another estate agent, the Agent has a right to claim commission as specified in

section 1 of Schedule 2 from the Vendor.

一指代理只爲賣方行事。 單邊代理

Single agency - this means the Agent acts for the Vendor only. 雙邊代理 -指代理既爲賣方亦爲物業的買方行事。

Dual agency —this means the Agent acts for both the Vendor and a purchaser of the Property. 有可能代表雙方的代理 — 指代理只爲賣方行事,但於稍後亦可能爲物業的買方行事。

Potentially dual agency - this means the Agent acts for the Vendor only but may also act for a purchaser of the Property at a later stage.

佣金的數額或收費率可由賣方與代理商議。

The amount or rate of commission is negotiable between the Vendor and the Agent.

(5) 指明親屬 - 指配偶、父母、子女、兄弟或姊妹。

Specified relative - this means the spouse, parent, child, brother or sister. (6)

大股東 - 指在代理的股東大會上,有權行使百分之十或以上的投票權或控制百分之十或以上的投票 權的行使的人。

Substantial shareholder — this means a person who is entitled to exercise or control the exercise of 10% or more of the voting power at any general meeting of the Agent.

擁有金錢上的或其他實益的權益,包括:

Having a pecuniary or other beneficial interest includes:

身爲對物業擁有金錢上的或其他實益的權益的公司或任何其他團體的成員;

being a member of a company or any other body which has a pecuniary or other beneficial interest in respect of the

與對物業擁有金錢上的或其他實益的權益的人有合夥關係,或受僱於該人;或

being in partnership with or is in the employment of a person who has a pecuniary or other beneficial interest in respect of the Property; or

屬於任何關乎物業的安排或協議(不論是否可強制執行)的一方。

being a party to any arrangement or agreement (whether enforceable or not) concerning the Property.

請於適當的方格內劃上"√"號。 Tick the relevant box.

White - Branch's copy

Pink — The Vendor's copy