

**ESTATE AGENCY AGREEMENT FOR PURCHASE OF
RESIDENTIAL PROPERTIES IN HONG KONG**

FORM 4

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.

Information note: Where any thing in this Agreement is followed by a number in brackets (e.g. ⁽¹⁾), then immediately read the explanatory note that bears that number in Schedule 5 to this Agreement. Where any thing in this Agreement refers to a Schedule to this Agreement, then immediately read that Schedule.

1. Appointment of Agent and Validity Period of this Agreement

I/We, _____ (“Purchaser”), appoint _____ (“Agent”⁽²⁾) subject to and in accordance with the terms of this Agreement to act as my/our agent in the intended purchase of the properties listed in Schedule 1 to this Agreement (“Properties”). This Agreement shall take effect on _____ (D/M/Y) and expire on _____ (D/M/Y) (both days inclusive) (“Validity Period”).

[**CAUTION:** It is recommended that the Validity Period should be not more than 3 months.]

2. Agency Relationship and Duties of Agent

The Agent agrees with the Purchaser that –

- (a) the agency relationship between them in respect of the Properties shall be a single agency/dual agency/potentially dual agency⁽³⁾ as specified in column 4 of Schedule 1 to this Agreement;
- (b) in the case of each dual agency, the Agent shall as soon as is practicable disclose in writing to the Purchaser the amount or rate of commission to be received by the Agent from the relevant vendor;
- (c) in the case of each potentially dual agency, the Agent shall as soon as is practicable after dual agency arises disclose in writing to the Purchaser such agency relationship and the amount or rate of commission to be received by the Agent from the relevant vendor; and
- (d) The Agent’s duties shall be as set out in Schedule 2 to this Agreement, in addition to the duties placed on the Agent by this Agreement or any enactment.

3. Commission

The provisions of this Agreement applicable to the commission to be paid by the Purchaser to the Agent shall be as set out in Schedules 1, 3 and 5 to this Agreement⁽⁴⁾.

4. Property Information

The Agent shall provide to the Purchaser in respect of the Properties all relevant Property Information Forms including Vendor’s Statements prescribed under the Estate Agents Practice (General Duties and Hong Kong Residential Properties) Regulation –

- (a) obtained from the respective vendors’ licensed estate agents in the case of single agency;
- (b) duly completed and signed by the Agent in the case of dual agency or where a vendor is not represented by a licensed estate agent,

unless the Purchaser expressly waives his right to receive any of them.

5. Disclosure of Interest by Agent

- (a) The person signing this Agreement on behalf of the Agent discloses that he or his specified relative⁽⁵⁾, or any nominee of his or of his specified relative, or the Agent or any employee/substantial shareholder⁽⁶⁾/partner/director of the Agent has a pecuniary or other beneficial interest⁽⁷⁾ in the Properties:
Yes No ⁽⁸⁾

- (b) If the answer to the above is “yes”, then the particulars of the interest must be specified in Schedule 4 to this Agreement.
- (c) The person signing this Agreement on behalf of the Agent shall as soon as is practicable disclose in writing to the Purchaser any interest referred to in paragraph (a) above that may arise during the Validity Period.

6. Acknowledgement by Purchaser

The Purchaser acknowledges that he has –

- (a) read and understood the terms of this Agreement; and
- (b) received all relevant Property Information Forms including Vendor’s Statements required to be provided under clause 4 of this Agreement which the Purchaser has not expressly waived his right to receive.

7. Schedules

The Schedules to this Agreement form part of this Agreement.

8. Agreement void if domestic purpose or use not allowed

This Agreement shall be void with regard to a property listed in Schedule 1 if the occupation permit for that property does not include or allow domestic purpose or use.

9. Extra Terms [CAUTION: These extra terms cannot conflict with or limit the other terms of this Agreement] :

Signature of the Purchaser:

Signature of the estate agent/salesperson signing for and on behalf of the Agent:

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

Name and licence number of the signatory:

Where the Purchaser is a company, please state:

Name of the Signatory:
Position of the Signatory:
Business Registration Certificate number
of the Purchaser:

Number of Agent’s statement of
particulars of business:

Address:

Address:

Telephone number:
Fax number:
Date:

Telephone number:
Fax number:
Date:

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

**Schedule 1
Properties**

Properties	Date of inspection (please specify if Purchaser agrees not to inspect)	Purchaser waives his right to receive Property Information Forms including Vendor's Statements (Tick relevant box)	Agency Relationship (Tick relevant box and delete whichever is inappropriate)	Amount or rate of commission to be paid by vendor, if applicable	Amount or rate of commission to be paid by Purchaser	Signature of Purchaser*
(a)		Yes <input type="checkbox"/> No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			
(b)		Yes <input type="checkbox"/> No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			
(c)		Yes <input type="checkbox"/> No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			
(d)		Yes <input type="checkbox"/> No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			
(e)		Yes <input type="checkbox"/> No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			
(f)		Yes <input type="checkbox"/> No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			
(g)		Yes <input type="checkbox"/> No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			
(h)		Yes <input type="checkbox"/> No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			
(i)		Yes <input type="checkbox"/> No <input type="checkbox"/>	Single <input type="checkbox"/> Dual/Potentially dual <input type="checkbox"/>			

* The Purchaser must sign separately for each property listed.

Schedule 2
Duties of Agent

The Agent shall –

- (a) obtain information in relation to the Properties for the Purchaser;
- (b) arrange for the Purchaser to inspect the Properties if requested to do so by the Purchaser;
- (c) conduct negotiation and submit all offers to the vendors of the Properties as instructed by the Purchaser; and
- (d) assist the Purchaser in entering into a binding agreement for sale and purchase with the vendor of any one or more of the Properties.

Schedule 3
Commission to be Paid by Purchaser

1. Subject to sections 2 and 5 of this Schedule, if during the Validity Period the Purchaser through the Agent enters into a binding agreement for sale and purchase with the vendor in respect of one or more of the Properties then the Purchaser is liable to pay the Agent commission :
⁽⁸⁾ upon the signing of the agreement for sale and purchase.
⁽⁸⁾ upon the completion of the property transaction as specified in the agreement for sale and purchase.
2. Subject to section 3 of this Schedule, the Purchaser 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 Purchaser and, in such case, if the commission has already been paid it shall be refunded by the Agent to the Purchaser 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⁾.
3. 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 concerned not arising from any provisions of the agreement for sale and purchase.
4. The Purchaser is not liable to pay any commission to other estate agents with whom the Agent co-operates for the purpose of purchasing any one or more of the Properties.
5. Subject to sections 2, 3 and 4 of this Schedule, the Purchaser is also liable to pay to the Agent as commission for services rendered with regard to the property concerned if the Purchaser or the spouse, or any nominee, undisclosed principal or agent of the Purchaser enters into a binding agreement for sale and purchase with the vendor of any one or more of the Properties during the Validity Period whether through the Agent or otherwise.

Schedule 4
Interests in Property

In accordance with clause 5 of this Agreement, particulars of the pecuniary or other beneficial interests⁽⁷⁾ in respect of one or more of the Properties are as follows:

Schedule 5
Explanatory Notes

- (1) This means delete whichever is inappropriate. All deletions must be initialled.
- (2) Enter the name of the estate agency business entity concerned in clause 1 of this Agreement.
- (3) Single agency – this means the Agent acts for the Purchaser only.
Dual agency – this means the Agent acts for both the Purchaser and the vendor of a property listed in Schedule 1 to this Agreement.
Potentially dual agency – this means the Agent acts for the Purchaser only but may also act for the vendor of a property listed in Schedule 1 to this Agreement at a later stage.
- (4) The amount or rate of commission is negotiable between the Purchaser and the Agent.
- (5) Specified relative – this means the spouse, parent, child, brother or sister.
- (6) 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.
- (7) Having a pecuniary or other beneficial interest includes:
 - (a) being a member of a company or any other body which has a pecuniary or other beneficial interest in respect of the Properties;
 - (b) being in partnership with or is in the employment of a person who has a pecuniary or other beneficial interest in respect of the Properties; or
 - (c) being a party to any arrangement or agreement (whether enforceable or not) concerning the Properties.
- (8) Tick the relevant box.