

臨時買賣協議

PROVISIONAL AGREEMENT FOR SALE AND PURCHASE

2021 年 1 月 25 日訂立

Dated 25 JANUARY 2021

1. 賣方
The Vendor
商業登記證號碼：
B/R No: 39160914
地址：
Address: Room H, 4/F, Yip Cheung Centre, 10 Fung Yip Street, Chai Wan, Hong Kong

2. 買方
The Purchaser
商業登記證號碼：
B/R No: 51495967
地址：
Address: Room 06, 14/F, Loon Kee Building, 267-275 Des Voeux Road, Central, Hong Kong

3. 物業
The Property
Factory Units F, G and H with Flat Roof on 4th Floor, Yip Cheung Centre, No.10 Fung Yip Street, Hong Kong

The Property is non-residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance Cap 117.

4. 協議
Agreement
賣方同意根據本協議條款售賣本物業，而買方亦同意根據本協議條款購買本物業。
The Vendor agrees to sell and the Purchaser agrees to purchase the Property on the terms of this Agreement.

5. 買價
Purchase Price
港幣\$12,500,000.00 元。
HK\$12,500,000.00.

6. 付款條款

Payment Terms

買方須：-

The Purchaser shall pay to the Vendor :-

(a) 在簽署本協議時向賣方支付首期訂金港幣\$375,000.00元。

An initial deposit of HK\$375,000.00 on the signing of this Agreement.

(b) 在 2021 年 1 月 31 日或當日前再向賣方支付另一期訂金港幣 \$1,500,000.00 元。

A further deposit of HK\$1,500,000.00 on or before 31st day of January 2021.

(c) 在完成交易時向賣方支付買價的餘款港幣\$10,625,000.00元。

The balance of the Purchase Price on completion in the sum of HK\$10,625,000.00.

~~上述(a)及(b)條文所列之訂金，須由賣方之代表律師行以託管人身份托管，並在確保成交價餘款足夠清還現存針對本物業之押記/按揭時，方可將其轉交賣方。~~

~~The deposits payable under (a) and (b) above shall be paid to the Vendor's Solicitors as stakeholder who may release the same to the Vendor provided that the balance of purchase price is sufficient to discharge the existing charge/mortgage against the Vendor.~~

7. 正式協議

Formal Agreement

本協議擬定由下述正式協議取代：買賣雙方在 2021 年 2 月 28 日或當日前簽署的正式買賣協議。

It is intended that this Agreement is to be superseded by a formal Sale and Purchase Agreement to be signed by the parties on or before 28th day of February 2021.

8. 完成交易日期

Completion Date

2021 年 3 月 31 日或當日前。

On or before 31 March 2021.

9. 管有權
Possession
- 賣方須在完成交易時將本物業的空置管有權交付買方(交吉)。
The Vendor shall deliver vacant possession of the Property to the Purchaser on completion.
10. 現狀
"As is" basis
- 本物業是以現狀售予買方。
The Property is sold to the Purchaser on "as is" basis.
11. 產權負擔
Encumbrances
- 本物業是以免除所有產權負擔之情況下售予買方、其代名人或轉購人。
The Property shall be sold to the Purchaser, its nominee or sub-purchaser free from encumbrances.
12. 裝置及家居物品
Fittings and Household Goods
- 買價包括本協議附表 1 所列物品。該等物品不受任何按揭、押記、留置權、分期付款租購或有條件售賣協議規限。
The Purchase Price includes the items which are set out in Schedule 1 to this Agreement. They are not subject to any mortgage, charge, lien, hire purchase or conditional sale agreement.
13. 法律費用及印花稅
Legal Fees and Stamp Duty
- 買賣雙方須各自負責本身的法律費用。
The Vendor and Purchaser shall each be responsible for their own legal fees.
- 買方須支付本協議、其後的正式協議或轉讓契的印花稅。
The Purchaser shall pay the Stamp Duty on this Agreement or the subsequent formal agreement or assignment.
14. 買方悔約
Purchaser fails to perform
- 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 Property to anyone to thinks fit and the Vendor shall not sue the Purchaser for any liabilities and/or damages caused by the Purchaser's default of this Agreement.

15. 賣方悔約
Vendor fails to perform
- Should the Vendor after receiving the deposit paid hereunder fail to complete the sale in the manner herein contained the Vendor shall immediately compensate the Purchaser with a sum equivalent to the amount of the deposit as liquidated damages together with the refund of the deposit and the Purchaser shall not take any further action to claim for damages or to enforce specific performance.
16. 過往談判
Prior negotiations
- 本協議取代買賣雙方過往所有之談判、聲稱、理解及協議。
This Agreement supersedes all prior negotiations, representation, understanding and agreements of the parties hereto.
17. 備注
Remarks
- _____
- _____
- _____

附表 1
Schedule 1

裝置及家居物品列表：
Fittings and Household Goods list:

如此合約英文本與中文譯本文義有異，一概以中文本為準。

This agreement should be interpreted in its Chinese version in case of ambiguities.

For and on behalf of
TACTFUL HERO LIMITED
豪 雄 有 限 公 司

.....
Authorized Signature(s)

賣方簽署接受
Signed by the Vendor

For and on behalf of
MG Capital Asia Limited
萬 金 資 本 亞 洲 有 限 公 司

.....
Authorized Signature(s)

買方簽署接受
Signed by the Purchaser

茲收到買方臨時訂金港幣 HK\$375,000.00

支票號碼 #000002 銀行 DBS

For and on behalf of
TACTFUL HERO LIMITED
豪 雄 有 限 公 司

.....
Authorized Signature(s)

賣方確認及簽收