

臨時買賣合約
Provisional Agreement For Sale And Purchase
No. 29008



Estate Agent's Licence (Company) No C-013197

賣方 Vendor: 本合約訂於 30 DEC 2021 BETWEEN
 This AGREEMENT is made on 30 DEC 2021
 合約第一方為 RAPID CITY LIMITED 持有香港身份證號碼 /
 the first party (holder of Hong Kong Identity Card No /
 商業登記證號碼 地址在
 Business Registration No 21817561) of
 (以下稱“賣方”); 和
 (hereinafter called “the Vendor”); and

買方 Purchaser: 合約第二方為 AMPLE SKILL LIMITED SHINE WEALTHY LIMITED 持有香港身份證號碼 /
 the second party (holder of Hong Kong Identity Card No /
 商業登記證號碼 地址在
 Business Registration No 32066262) of
 (以下稱“買方”); 和
 (hereinafter called “the Purchaser”); and

代理 Agent: 合約第三方為 萊坊(香港)有限公司 Knight Frank Hong Kong Ltd
 the third party
 持有商業登記證號碼 地址在
 (holder of Business Registration No 30023561) of 香港灣仔港灣道6-8號瑞安中心4字樓
 (以下稱“代理”)。
 (hereinafter called “the Agent”).

合約三方茲同意買賣條款如下:-
 NOW IT IS HEREBY AGREED as follows:-

物業 Premises: 1. 買賣雙方通過代理, 同意按下列條款出售及購入
 The Vendor shall sell and the Purchaser shall purchase, through the Agent subject to the terms and conditions herein contained, all that
UNIT 1 WITH AIR HANDLING PLANT ROOM (FORMERLY KNOWN AS UNITS 1, 2, 3 TOGETHER WITH AIR HANDLING PLANT ROOM) ON 8/F OF HIGH BLOCK OF CHENG HUNG INDUSTRIAL BUILDING, NOS 23/29 POK TIN PAR STREET, TAI WAI, NEW TERRITORIES (以下稱“該物業”).
 (hereinafter called “the said premises”).

成交價及付款方式 Consideration and payment: 2. 該物業之成交價為港幣
 The purchase price of the said premises shall be HK\$ 91,759,500
 買方須按下列方式付款予賣方:-
 which shall be paid by the Purchaser to the Vendor in the manner as follows:-

(a) 港幣 4,587,975 須在簽本合約之同時付清作為臨時訂金。
 HK\$ shall be paid upon signing of this Agreement as initial deposit.
 (b) 港幣 4,587,975 須於 13 JAN 2022 或之前付清作為再訂金。
 HK\$ shall be paid on or before as further deposit.
 (c) 港幣 須於 或之前付清作為訂金餘款。
 HK\$ shall be paid on or before as balance of the deposit.
 (d) 須於 15 MAR, 2022 或之前完成該物業之買賣
 Completion shall take place on or before (“the Completion Date”).

並於完成買賣之同時立即支付該物業之成交價未付之全部餘額
 Balance of the purchase price shall be paid in full on the Completion Date to the Vendor's solicitors in the sum of
 港幣 82,583,550 予賣方之代表律師。
 HK\$ for the Vendor only / for the Purchaser only.

訂金託管 Stakehold deposit: * 上述 2(a), 2(b) 及 2(c) 條文所列之訂金, 須由賣方之代表律師以託管人身份託管, 並在確保成交價餘款足夠清還現存針對該物業押記 / 按揭以及業主尚未繳付之額外印花稅 (如有), 方可將其轉交賣方。
 * The deposits payable under 2(a), 2(b) and 2(c) above shall be paid to the Vendor's solicitors as stakeholder who may release the same to the Vendor provided that the balance of the purchase price is sufficient to discharge the existing charge(s) / mortgage(s) and Special Stamp Duty not yet paid by the Vendor (if any) against the said premises.

正式買賣合約 Formal agreement for sale and purchase: 3. 正式買賣合約須於 13 JAN 2022 或之前簽署。
 The Formal Agreement for Sale and Purchase shall be signed on or before

負擔或債項 Encumbrances: 4. 該物業在有妥善的業權和不受任何負擔債項之情況下售予買方、買方之代名人或轉購人。
 The said premises is to be sold with good title and free from encumbrances to the Purchaser, its nominee(s), or sub-purchaser(s).

交吉 Vacant possession: 5. * 買賣完成時, 賣方須將該物業交吉予買方 / 賣方同意連同該物業現有之租約一起購入該物業。
 * 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.
 * 賣方須於本合約上附上現有租約之副本。
 * The Vendor enclosed herewith a copy of the existing tenancy agreement.

確認人 Selling as confirmor: 6. * 賣方屬確認人故本合約受賣方與原賣方原先之買賣合約條款約束。
 * The Vendor is selling as confirmor and the Agreement is subject to the terms and conditions of the principal agreement made between the Vendor and the Head Vendor.

以現狀出售 As is basis: 7. 該物業是以現狀售予買方。
 The said premises is sold to the Purchaser on an “as is” basis.

代表律師 Solicitors: 8. 買賣雙方同意分別委託其代表律師。
 The Vendor and the Purchaser agree that they shall separately appoint their own solicitors.
 賣方代表律師為 W.K. To & Co SOLICITORS
 The Vendor shall be represented by Messrs
 而買方代表律師為 ROBERTSONS
 whereas the Purchaser shall be represented by Messrs

律師費 Legal fees: 9. 賣方及買方各自負責其律師費。
 The Vendor and the Purchaser shall each pay its own legal costs.

印花稅 Stamp duty: 10. 雙方同意從價印花稅由買方支付, 額外印花稅 (如有) 則由賣方支付。然而, 倘約之一方須負責繳付有關之從價印花稅、額外印花稅 (如有) 及買家印花稅 (如有)。
 Both parties agree that Ad Valorem Stamp Duty shall be paid by the Purchaser and Special Stamp Duty (if any) shall be paid by the Vendor. However, the defaulting party shall be responsible for the payment of the relevant Ad Valorem Stamp Duty, the Special Stamp Duty (if any) and Buyer's Stamp Duty (if any).

11. 如該樓宇為住宅物業, 除香港永久性居民外, 任何人士 (包括註冊公司) 購買該樓宇均須負責繳付買家印花稅。
 If the said premises is a residential property and the Purchaser is any person (including a company incorporated) except a Hong Kong Permanent Resident, the Purchaser shall be liable to pay the Buyer's Stamp Duty.

12. 如賣方未能履行本合約之條款完成購入, 賣方將沒收買方已付之訂金, 並有絕對酌情決定權將該物業再行出售予他人。惟賣方不可再為此採取進一步行動向買方追究任何責任或要求任何賠償或特定履行。
 Should the Purchaser fail to complete the purchase in accordance with the terms and conditions of this Agreement, the deposit(s) paid by the Purchaser shall be forfeited to the Vendor and the Vendor shall be entitled at his absolute discretion to sell the said premises to anyone as he thinks fit provided that the Vendor shall not take any further action to pursue any liabilities against or demand compensation or specific performance from the Purchaser.

13. 如賣方在收取買方所付之訂金後, 不依本合約之條款完成出售, 賣方須立即退還該訂金全數, 以同等數目之金額賠償予買方及按本合約之條款負責繳付 / 退還 (因個別買賣情況) 因買賣該物業須付之印花稅, 惟買方不得再為此採取進一步行動向買方追究任何責任, 包括其他賠償或特定履行。
 Should the Vendor after receiving the deposit(s) paid by the Purchaser hereunder fail to complete the sale in accordance with the terms and conditions of this Agreement, the Vendor shall immediately return the deposit(s) paid in full to the Purchaser, pay the Purchaser a sum equivalent to the total amount of the deposit(s) paid by the Purchaser as liquidated damages for the Purchaser, and reimburse / pay the Purchaser (as the case may be) the stamp duty for the sale and purchase of the said premises pursuant to the terms and conditions of this Agreement provided that the Purchaser shall not take any further action to pursue any liabilities against the Vendor, including demanding other compensation or specific performance from the Vendor.

代理佣金 Agent's commission: (a) 基於代理在促成該物業買賣中所提供之服務, 代理有權向買方收取 upon the completion of the said purchase of the said premises
 In consideration of the services rendered by the Agent in respect of the sale and purchase of the said premises, the Agent shall be entitled to receive
 港幣 688,196 (“賣方佣金”) 並向買方收取
 HK\$ from the Vendor (“Vendor Commission”) and
 港幣 NIL (“買方佣金”) 作為佣金。
 HK\$ from the Purchaser (“Purchaser Commission”) as commission.
 買方佣金和買方佣金之繳付不得遲於
 The Purchaser Commission and the Vendor Commission shall be paid no later than the completion date

(b) 賣方現不可撤回地授權其代表律師於成交價餘款中扣起一筆等同賣方佣金之金額及於上述第 14a 條訂明之日期或以前繳付該金額予代理以付賣方佣金。
 The Vendor hereby irrevocably authorises his solicitors to deduct from the balance of the purchase price a sum equivalent to the Vendor Commission and to pay such sum to the Agent on or before the date specified in clause 14a hereof in payment of the Vendor Commission.

(c) 買方現承諾向其代表律師存入一筆等同買方佣金之金額及不可撤回地授權其代表律師於上述第 14a 條訂明之日期或以前繳付該金額予代理以付買方佣金。
 The Purchaser hereby undertakes to deposit with his solicitors a sum equivalent to the Purchaser Commission and to pay such sum to the Agent on or before the date specified in clause 14a hereof in payment of the Purchaser Commission.

代理之賠償 Compensation to Agent: 16. 無論在任何情況下, 若賣方或買方未能履行本合約之條款賣出或買入該物業, 則合約之一方須即時付予代理
 If in any case either the Vendor or the Purchaser fails to complete the sale and purchase of the said premises in accordance with the terms and conditions of this Agreement, the defaulting party shall pay the Agent
 港幣 688,196 作為賠償代理之損失。
 HK\$ at once as compensation for the loss suffered by the Agent.

16. 簽署本合約後, 如買賣雙方在未經代理同意下協議取消本合約, 則買賣雙方將共同及個別地成為本合約之違約者, 並仍須各自根據本合約有關佣金的條款。
 Should the Vendor and Purchaser after signing this Agreement both agree to cancel this Agreement without the consent of the Agent, they will jointly and severally become the defaulting parties of this Agreement and will still be responsible for paying commission to the Agent in accordance with the terms and conditions of this Agreement.

17. 此合約取代三方過往所有之談判、聲明、理解及協議。
 This Agreement supersedes all prior negotiations, representation, understanding and agreements of the parties hereto.

動產 Chattels: 18. 本買賣包括附表內所列之動產、傢俬及裝設。
 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.

住宅 / 非住宅 Residential / Non-Residential: 19. * 茲證明此項買賣之物業根據印花稅條例 (117章) 第 29A(1) 條之定義乃住宅 / 非住宅物業。
 * 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).

價值證明書 Certificate of value: 20. 茲證明此項交易並不構成一大宗更大交易或一系列交易的一部分, 而就該宗更大交易或一系列交易而言, 其代價款額或價值或總款額或總價值是
 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
 超過港幣 184,729,500
 exceeds HK\$

委任代理 Appointment of Agent: 21. 茲聲明本合約之代理為買賣雙方代理 / 只是賣方代理 / 只是買方代理。
 It is hereby declared that Agent is the Agent of both the Vendor and the Purchaser / for the Vendor only / for the Purchaser only.

解釋 Interpretation: 22. 此合約以英文本為準。
 This Agreement should be interpreted in its English Version in case of ambiguities.

收集個人資料聲明 Personal Information Collection Statement: 23. 賣方及買方分別確認已收取由代理依從個人資料 (私隱) 條例 (486章) 發出之收集個人資料聲明並同意該聲明之條款。
 The Vendor and the Purchaser each hereby acknowledges receipt of the Personal Information Collection Statement issued by the Agent pursuant to the Personal Data (Privacy) Ordinance (Cap 486) and agrees to the terms set out therein.

第三者權利 Rights of Third Parties: 24. 合約 (第三者權利) 條例 (第623章) 的條文在此協議及 / 或任何依據此協議而簽立的文件中刪除。
 The provisions of the Contract (Rights of Third Parties) Ordinance (Cap 623) are hereby expressly excluded from this Agreement and/or any other documents executed pursuant thereto.

個人擔保 Personal guarantee: 25. 如賣方或買方是有限公司而不依合約條款付代理佣金和 / 或賠償代理之損失, 該有限公司之簽署代表須以個人名義承擔交付或賠償有關代理應收之所有佣金和 / 或損失。
 Should the Vendor or the Purchaser be a limited company which fails to pay the Agent the commission(s) and / or compensation in accordance with the terms and conditions of this Agreement, the person(s) who sign(s) this Agreement on behalf of the limited company shall be personally liable for all commission(s) and / or compensation due to the Agent.

附加條款 Additional terms: 26. 本合約各方同意受到下列附加條款約束:
 The Parties hereto hereby agree to be bound by the following additional terms:
(ADDITIONAL TERMS REFER TO ATTACHMENT 1 & ANNEXURE)

合約三方茲於上述年月日憑此親筆簽字為據。
 AS WITNESS the hands of the parties hereto the day and year first before written.

For and on behalf of Rapid City Limited For and on behalf of SHINE WEALTHY LIMITED
 Knight Frank Hong Kong Ltd

賣方簽署 Signed by the Vendor: 姓名 CHAN CHEUK HIM PAUL 代理簽署接受 Signed by the Agent: 姓名 SO KIN MO
 Name ID number G812341(CO) 牌照號碼 E-296813
 身份證號碼 Licence number

茲收到買方臨時訂金港幣 4,587,975 *現金 / 支票號碼 530624 銀行 HSBC
 Received from the Purchaser the initial deposit in the sum of HK\$ *Cash / Cheque No Bank
 賣方確認接收 Acknowledge receipt by the Vendor

*刪去不適用者 To be deleted where inapplicable

ANNEXURE

Notwithstanding any other provisions in this Agreement to the contrary, the Additional Terms and Conditions set out in the Annexure herein shall be incorporated in and form an integral part of this Agreement. In the event of conflict, the provisions set out in the Annexure herein shall prevail.

1. By an agreement (“**the Related Agreement**”) of even date of this Agreement, the Vendor agrees to sell and the Purchaser agrees to purchase the property known as Unit 2 (formerly known as Units 4 & 5 and the Corridor Area Adjoining Thereto) on 8th Floor of High Block, Cheung Fung Industrial Building, 23-39 Pak Tin Par Street, Tsuen Wan, New Territories (“**the Related Property**”). Notwithstanding anything herein to the contrary, the parties hereto agree as follows:-
 - a) It is a fundamental condition of this Agreement that the performance of the terms and conditions of this Agreement and the completion of the sale and purchase of the said premises shall take place simultaneously with the performance of the terms and conditions and completion of the sale and purchase of the Related Property under the Related Agreement.
 - b) If the Purchaser shall fail to complete the purchase of the Related Property in accordance with the terms and conditions of the Related Agreement, the Purchaser shall be deemed to have made default in this Agreement and the Vendor shall have the option and/or right to terminate this Agreement and to forfeit all the deposit(s) paid by the Purchaser hereunder and to exercise all the rights of the Vendor in accordance with this Agreement, including but not limited to the right to bring an action for specific performance of this Agreement and/or claim for damages, without prejudice to all the rights and claims of the Vendor under the Related Agreement.
 - c) If the Vendor shall fail to complete the sale and purchase of the Related Property in accordance with the Related Agreement, the Vendor shall be deemed to have made default in this Agreement in which event the Vendor shall refund to the Purchaser all the deposit(s) paid hereunder and the Purchaser shall be entitled to exercise all the rights of the Purchaser in accordance with this Agreement, including but not limited to the right to bring an action for specific performance of this Agreement and/or claim for damages, without prejudice to all the rights and claims of the Purchaser under the Related Agreement.
 - d) If the Related Agreement is at any time being lawfully cancelled according to the terms thereof, the sale and purchase of the said premises under this Agreement shall also be deemed to have been cancelled simultaneously and the Vendor shall forthwith return to the Purchaser all deposit(s) received by the Vendor hereunder without interest costs or compensation and the parties hereto shall at their own outlay and expense enter into a cancellation agreement to



cancel this Agreement and thereafter neither party hereto shall have any claim for damages, specific performance or any other remedies whatsoever against the other party hereto.

- 2(1)(a) The Vendor does not represent and gives no warranty as to whether there is any illegal or unauthorized structure or alteration or building works in or to the said premises (“**the UBW**”) (if any) and that the UBW (if any) may affect title to the said premises. Save for the rectification costs concerning notices/ orders issued prior to the date of completion (as provided under Clauses 2(1)(b) and 2(1)(c) below), the Purchaser specifically agrees that the said premises is sold subject to the UBW (if any) and that the Purchaser shall not raise and hereby waive its right to raise any requisition on title relating to or arising from the UBW (if any). Save as provided under Clauses 2(1)(b) and 2(1)(c) below, the Purchaser shall not be entitled to any reduction or abatement in the purchase price or to rescind the purchase by reason of the existence of the UBW (if any). As at the date hereof, the Vendor represents and warrants that it is not aware of and has not received any enquiries, notices or orders issued by any of the Management Body (as defined below). The Vendor shall promptly notify the Purchaser in writing of the details upon receipt of any such enquiries, notices and/or orders.
- (b) The Vendor does not represent and gives no warranty as to whether there being any notice or order from any Government or other competent authority or the Manager or the Incorporated Owners (“**the Management Body**”) of the building or building complex of which the said premises forms part (“**the Building**”) requiring the Vendor to inspect, demolish or reinstate or repair or to carry out any works to any part of the said premises. If it should be discovered that such notice or order existed prior to the date hereof or if any such notice or order shall be served or issued before the date of completion, all the costs related to such inspection, demolition or reinstatement or repair or works (as the case may be) shall be borne by the Vendor absolutely and the Purchaser shall purchase the said premises subject to such notice and/or order (as the case may be).
- (c) The Vendor does not represent and give no warranty as to whether there is any other notice or order from any Government or other competent authority or the Management Body of the Building or any resolution has been passed by the incorporated owners of the Building requiring the Vendor as one of the co-owners of the building to inspect, effect repair, maintenance, decoration and/or renovation and/or any works to any common part and/or facility of the Building. If it should be discovered that any such notice or order existed prior to the date hereof or if any such notice or order shall be served or issued on or before the date of completion, all the costs related to such inspection, repair, maintenance, decoration and/or renovation and/or works (as the case may be) shall be borne by the Vendor absolutely and the Purchaser shall purchase the said premises subject to such notice and/or order (as the case may be).



- (d) For the avoidance of doubt, the existence of the UBW (if any) shall not entitle the Purchaser to rescind the purchase or refuse to complete the purchase of the said premises, nor any abatement the purchase price.
 - (e) The Purchaser is fully aware that the demolition of the original partition walls inside the said premises and in the Related Property was carried out without the approval or consent of any Government or other competent authority or the Management Body of the Building. The Purchaser shall not be entitled to raise any requisition or objection on such demolition or any matter relating thereto.
- (2) A copy of the plan of the said premises has been provided to the Purchaser. For identification purpose only, the said premises is as shown and coloured pink on the said plan. The Vendor give no warranty as to whether the present physical layout of the said premises has encroached on the common parts of the Building. The existence of any such encroachment shall not entitle the Purchaser to rescind the purchase or refuse to complete the purchase of the said premises, nor any abatement in the purchase price. The Purchaser shall not be entitled to and hereby waives its right to raise any requisition or objection on such encroachment and any matter relating thereto.
- (3) Notwithstanding the said premises is to be sold to the Purchaser with vacant possession, the Vendor shall not be responsible and shall not be required to remove any fixture, furniture, fittings, chattels, objects, debris, rubbish, unwanted items or junks left inside or outside the said premises and the Purchaser shall at its own costs and expenses remove the same after completion and the Purchaser shall not be entitled to any reduction or abatement in the purchase price or to rescind the purchase by reason of thereof.
- (4) Notwithstanding any provision in this Agreement to the contrary, if the sale and purchase of the said premises is cancelled due to title issues, neither the Vendor nor the Purchaser shall be required to pay any commission or service charge to the Agent.
- (5) Should completion of the sale and purchase of the said premises not take place due to any reasons whatsoever, neither the Vendor nor the Purchaser shall be required to pay any commission to the Agent.

Date : 30 DEC 2021

For and on behalf of
Rapid City Limited



.....
Authorized Signature

Signed by Vendor



.....
Signed by Agent

For and on behalf of
SHINE WEALTHY LIMITED
亮康有限公司


.....
Authorized Signature(s)

Signed by Purchaser

