

物業臨時買賣合約

PROVISIONAL AGREEMENT FOR SALE AND PURCHASE

本合約訂於 18/17 May 2023 BETWEEN 賣方 Vendor California Costume International Limited 買方 Purchaser Win Global Shipping Limited 代理 Agent PlusOne Properties Limited

合約各方茲協議如下: NOW IT IS HEREBY AGREED as follows: -

1. 賣方及買方通過代理, 同意以下條款及條件出售及購入 The Vendor agrees to sell and the Purchaser agrees to purchase, through the Agent subject to the terms and conditions herein contained, all that Unit No. 4 on 11th Floor Houston Centre No. 63 Mody Road, Kowloon

2. 該物業之成交價為港幣 The purchase price of the said premises shall be HK\$ \$19,025,600 或 \$19,241,800

- (a) 於簽訂本合約之同時即付臨時訂金港幣 \$1,000 \$950,000 shall be paid upon signing of this Agreement
(b) 加付訂金港幣 \$952,560 或 \$974,180
(c) 加付訂金港幣 /
(d) 成交價餘款港幣 \$17,123,040 或 \$17,317,620

訂金託管 Stakehold deposit 須於 (日期) 1 June 2023 或以前繳付

正式買賣合約 Formal agreement for sale and purchase 須於 (日期) 或以前簽署

產權負擔 Encumbrances 該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

交吉 Vacant possession 完成交易時, 賣方須將該物業交吉予買方

買方同意連同該物業現有之租約一起購入該物業

每月租金 Rent / month: 租戶 Tenant: 租約年期 Term Expiry: 按金 Deposit:

6. 賣方是以確認人身份出售該物業 The Vendor is selling as confirmer

7. 賣方及買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 Vincent T.K. Cheng, Yap & co.

而買方之代表律師為 Vincent T.K. Cheng, Yap & co.

8. 每方各自負責其律師費及雜費 Each party shall pay its own legal costs and disbursements.

9. 印花稅 Stamp duty 從價印花稅由買方單獨負責

10. 如買方未能根據本合約之條款及條件完成買賣, 則買方已付之訂金或當中同等成交價百分之十之金額 (以較低者為準)

*刪去不適用者 To be deleted where inapplicable.

If the Purchaser shall fail to pay any part of the deposits or fail to complete the purchase in accordance with the terms and conditions herein contained, the deposit(s) paid by the Purchaser or the amount thereof equivalent to 10% of the purchase price (which is the lower), shall be absolutely forfeited to the Vendor as liquidated damages and this Agreement shall be terminated and the Vendor shall then be entitled at its absolute discretion to resell the said premises and the Vendor shall not take any proceedings against the Purchaser to claim for further damages or to enforce specific performance of this Agreement.

11. 賣方未能根據本合約之條款及條件完成買賣, 則賣方須即時退還買方已付之訂金, 並須支付一筆等同該訂金或成交價百分之十之金額 (以較低者為準) 作為其定損害賠償予買方

12a. 代理佣金 Agent's commission 基於代理在促成該物業買賣中所提供之服務, 代理有權 In consideration of the services rendered by the Agent, the Agent shall be entitled to receive 向賣方收取佣金港幣 \$190,256 或 \$192,418 向買方收取佣金港幣 \$190,256 或 \$192,418

12b. 賣方佣金及買方佣金之繳付不得遲於 The Vendor Commission and the Purchaser Commission shall be paid not later than (日期) 30-15 Sep 2023

12c. 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 12b 條訂明之日期或以前繳付該金額予代理以付賣方之

13a. 代理之賠償 Compensation to Agent 若賣方或買方未能出售或購入該物業, 或若依據上述第 10 或 11 條終止本合約, 則合約的一方須即時予代理港幣 \$380,512 或 \$384,836 作為代理之算定損害賠償

13b. 如賣方及買方在簽署本合約後在事先得代理書面同意下達成協議取消本合約所涉及之交易, 在該交易取消時, 賣方須即時支付代理賣方佣金及買方須即時支付代理買方佣金

14. 以現狀出售 As is basis 該物業是以現狀售予買方 The said premises is sold to the Purchaser on an "as is" basis.

15. 過往談判 Prior negotiations 本合約取代各方過往所有之談判、陳述、理解及協議 This Agreement supersedes all prior negotiations, representation, understanding and agreements of the parties hereto.

16. 住宅 / 非住宅 Residential / Non-Residential 茲證明此項交易涉及根據香港法例第 117 章《印花稅條例》第 29A(1) 條之定義乃住宅 / 非住宅物業

17. 價值證明書 Certificate of value 根據香港法例第 117 章《印花稅條例》第 29G 條, 茲證明以本合約所完成之交易並不構成代價款項或價值或總款項或總價值超過港幣 \$19,025,600 或 \$19,241,800

18. 委任代理 Appointment of Agent *茲聲明代理為 * 賣方及買方代理 / 只是賣方代理 / 只是買方代理

19. 收集個人資料聲明 Personal Information Collection Statement 賣方及買方分別確認已收取由代理依從香港法例第 486 章《個人資料(私隱)條例》發出之個人資料聲明並同意該聲明之條款

20. 解釋 Interpretation *如英文版本與中文版本有任何歧義、矛盾或抵觸之處, 將以 * 英文 / 中文版本為準

21. 備註 Remarks 此合約為必買必賣

For and on behalf of CALIFORNIA COSTUME INTERNATIONAL LIMITED

For and on behalf of GLOBE SHIPPING LIMITED 世遷船務有限公司

Authorized Signature(s)

賣方簽署接受 Signed by the Vendor

代理簽署接受 Signed by the Agent

簽署人姓名 Name of Signatory(ies)

身份證號碼 I.D. No(s)

牌照號碼 Licence No.

賣方簽署接受 Signed by the Purchaser

簽署人姓名 Name of Signatory

身份證號碼 I.D. No(s)

牌照號碼 Licence No.

茲收到買方臨時訂金港幣 Received from the Purchaser the initial deposit in the sum of HK\$

賣方確認收到 Acknowledge receipt by the Vendor

Authorized Signature(s)

*刪去不適用者 To be deleted where inapplicable.