

物業臨時買賣合約

PROVISIONAL AGREEMENT FOR SALE AND PURCHASE

本合約訂於 This AGREEMENT is made on 18 + 7 May 2023 BETWEEN

賣方 Vendor 合約第一方為 the first party Mega Toys (H.K.) Limited 持有香港身份證號碼/ (holder of Hong Kong Identity Card No./

買方 Purchaser 合約第二方為 the second party Win Global Shipping Limited 持有香港身份證號碼/ (holder of Hong Kong Identity Card No./

代理 Agent 合約第三方為 The third party 壹置業地產代理有限公司 PlusOne Properties Limited 持有商業登記證號碼 (holder of Business Registration No. 71242461 及地產代理 (公司) 牌照號碼 and Estate Agent (Company) Licence No. C-084695

物業 Premises 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. 9 on 11th Floor Houston Centre No. 63 Mody Road, Kowloon

成交價及付款方法 Consideration and payment 2. 該物業之成交價為港幣 The purchase price of the said premises shall be HK\$ 19,588,800 或 19,811,400

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) 於簽訂本合約之同時即付臨時訂金港幣 Initial deposit in the sum of HK\$ 950,000 (b) 加付訂金港幣 Further deposit in the sum of HK\$ 1,008,880 或 1,031,140 (c) 加付訂金港幣 Further deposit in the sum of HK\$ (d) 成交價餘款港幣 Balance of purchase price in the sum of HK\$ 17,629,920 或 17,830,260

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

正式買賣合約 Formal agreement for sale and purchase 3. 正式買賣合約須於 (日期) 或以前簽署。 4. 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 5. *完成交易時, 賣方須將該物業交吉予買方。 / *Upon completion, the Vendor shall deliver vacant possession of the said premises to the Purchaser. / 賣方同意連同該物業現有之租約一起購入該物業。 The Purchaser agrees to purchase the said premises subject to existing tenancy.

確認人 Selling as confirmor 6. 賣方是以確認人身份出售該物業。 The Vendor is selling as confirmor. 代表律師 Solicitors 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.

律師費及雜費 Legal costs & disbursements 8. 每方各自負責其律師費及雜費。 Each party shall pay its own legal costs and disbursements. 印花稅 Stamp duty 9. 從價印花稅由買方單獨負責。 Ad valorem stamp duty shall be borne by the Purchaser solely.

買方悔約 Purchaser fails to perform 10. 如賣方未能根據本合約之條款及條件完成買賣, 則買方須即時退還買方已付之訂金或當中等同成交價百分之十之金額 (以較低者為準), 賣方有絕對權利將該物業轉售, 惟賣方不得向買方提出法律程序以追討進一步損害賠償或強制履行本合約。

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

賣方悔約 Vendor fails to perform 11. 如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) 作為算定損害賠償予買方, 及本合約須予終止, 惟賣方不得向買方提出法律程序以追討進一步損害或強制履行本合約。

代理佣金 Agent's commission 12a. 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 from the Vendor (the "Vendor Commission") and 並向買方收取佣金港幣 from the Purchaser (the "Purchaser Commission").

代理之賠償 Compensation to Agent 12b. 賣方佣金及買方佣金之繳付不得遲於 (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佣金。

13a. 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, 則每約的一方須即時付予代理港幣 the defaulting party shall compensate immediately the Agent HK\$ 391,776 作為代理之算定損害賠償。 as liquidated damages. 本條款於本合約終止後仍然有效。 This clause shall survive the termination of this Agreement.

13b. 如賣方及買方在簽署本合約後在未事先取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。 In the event that the Vendor and the Purchaser shall after the signing of this Agreement agree to cancel the transaction under this Agreement without the prior written consent of the Agent, upon cancellation of such transaction the Vendor shall immediately pay the Vendor Commission to the Agent and the Purchaser shall immediately pay the Purchaser Commission to the Agent.

14. 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. 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. 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, 住宅 / 非住宅物業。 It is hereby certified that the transaction hereby effected relates to residential / non-residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap.117 Laws of Hong Kong).

17. 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額或價值或總款額或總價值超過港幣。 Pursuant to Section 29G of the Stamp Duty Ordinance (Cap.117 Laws of Hong Kong), it is hereby certified that the transaction effected by this Agreement does not form part of a larger transaction or series of transactions in respect of which the amount or value, or the aggregate amount or value, of the consideration exceeds HK\$ 19,811,400

18. *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 It is hereby declared that the Agent is the Agent for both the Vendor and the Purchaser / for the Vendor only / for the Purchaser only.

19. 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》發出之收集個人資料聲明並同意該聲明之條款。 Each of the Vendor and the Purchaser hereby acknowledges receipt of the Personal Information Collection Statement issued by the Agent pursuant to the Personal Data (Privacy) Ordinance (Cap.486 Laws of Hong Kong) and agrees to the terms set out therein.

20. *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。 *In the event of any ambiguity, conflict or inconsistency between the English version and the Chinese version, the English version / the Chinese version shall prevail.

21. 此合約為 14 買 14 賣。

備註 Remarks

For and on behalf of 壹置業地產代理有限公司 PLUSONE PROPERTIES LIMITED For and on behalf of WIN GLOBAL SHIPPING LIMITED 永基船務有限公司 Authorized Signature(s)

賣方簽署接受 Signed by the Vendor 簽署人姓名 Name of Signatory (ies) 身份證號碼 I.D. No(s) 代理簽署接受 Signed by the Agent 簽署人姓名 Name of Signatory Julio Man 牌號號碼 Licence No. E222762 身份證號碼 I.D. No(s)

茲收到買方臨時訂金港幣 Received from the Purchaser the initial deposit in the sum of HK\$ 現金 / 支票號碼 (*Cash / Cheque No. 銀行 Bank 賣方確認收到 Acknowledge receipt by the Vendor

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