

No. ICI/CM/S 0019888



物業臨時買賣合約

PROVISIONAL AGREEMENT FOR SALE AND PURCHASE

本合約訂於
This AGREEMENT is made on 19th JUNE 2023 BETWEEN

賣方
Vendor 合約第一方為 FINE ART CORPORATION LIMITED (holder of Hong Kong Identity Card No./ 持有香港身份證號碼 /

商業登記證號碼 51755254 地址在 Rm 401/4/F

Wayson Comm. Hse 68-70 Lockhart Rd., H.K. (hereinafter called the "Vendor"); and

買方
Purchaser 合約第二方為 EASTERN DRAGON HOLDINGS LIMITED (holder of Hong Kong Identity Card No./ 持有香港身份證號碼 /

商業登記證號碼 75177307 地址在 _____) of _____

(hereinafter called the "Purchaser"); and

代理
Agent 合約第三方為 美聯物業代理(商業)有限公司 MIDLAND REALTY (COMM.) LTD.

持有商業登記證號碼 13691975 及地產代理(公司)牌照號碼 C-000944

註冊地址在 香港金鐘夏愨道18號海富中心1座11樓1101室 (hereinafter called the "Agent").

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

物業
Premises 1. 賣方及買方通過代理, 同意以下列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 OFFICE B ON 15TH FLOOR CHUN WO COMMERCIAL CENTRE NO.25 WING HO STREET HONG KONG (hereinafter called the "said premises").

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\$ 9,000,000.00

買方須按下述方式付款予賣方
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\$ 450,000.00 shall be paid upon signing of this Agreement

(b) 加付訂金港幣
Further deposit in the sum of HK\$ 450,000.00

須於 (日期) 30-06-2023 或以前繳付
shall be paid on or before (date)

(c) 加付訂金港幣
Further deposit in the sum of HK\$ _____

須於 (日期) _____ 或以前繳付
shall be paid on or before (date)

成交日期
Completion date (d) 成交價餘款港幣
Balance of purchase price in the sum of HK\$ 8,100,000.00

須於完成交易之時, 即 (日期) 01-08-2023 或以前, 並在賣方之代表律師行付清。
shall be paid upon completion on or before (date) at the Vendor's solicitors.

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。
* The deposits payable under (a) and (b) and (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 / mortgage 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 (日期) 30-06-2023 或以前簽署。
Formal agreement for sale and purchase shall be signed on or before (date)

產權負擔
Encumbrances 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。
The said premises shall be sold to the Purchaser, its nominee or sub-purchaser free from encumbrances.

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. /

買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.

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

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.

賣方代表律師為

The Vendor shall be represented by Messrs IU, LAI & LI

而買方之代表律師為

whereas the Purchaser shall be represented by Messrs 翁宗榮律師行律師費及雜費
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。
All ad valorem stamp duty shall be borne by the Purchaser solely.

買方悔約
Purchaser fails to perform

10. 如買方未能根據本合約之條款及條件繳付訂金之任何部份或完成買賣，則買方已付之訂金或當中等同成交價百分之十的金額(以較低者為準)，賣方可予絕對沒收，以作為給予賣方的算定損害賠償，及本合約須予終止，而賣方有絕對酌情權將該物業轉售，惟賣方不得向買方提出法律程序以索償進一步損害賠償或強制履行本合約。

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 (whichever 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.

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，惟買方不得向賣方提出法律程序以索償進一步損害賠償或強制履行本合約。

If the Vendor shall fail to complete the sale in accordance with the terms and conditions herein contained, the Vendor shall immediately refund the deposit(s) paid by the Purchaser and pay to the Purchaser a sum equivalent to the said deposit(s), or 10% of the purchase price (whichever is the lower) as liquidated damages and this Agreement shall be terminated and the Purchaser shall not take any proceedings against the Vendor to claim for further damages or to enforce specific performance of this Agreement.

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

commission in the sum of HK\$ 90,000 from the Vendor (the "Vendor Commission"); and

並向買方收取佣金港幣

commission in the sum of HK\$ 90,000 from the Purchaser (the "Purchaser Commission").

- 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 (date) 01-08-2023.

- 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。
The Vendor hereby irrevocably authorises its 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 12b hereof in payment of the Vendor Commission.

- 12d. 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 12b 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 its solicitors a sum equivalent to the Purchaser Commission and irrevocably authorises his solicitors to pay such sum to the Agent on or before the date specified in clause 12b hereof in payment of the Purchaser Commission.

代理之賠償
Compensation to Agent

- 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，
If either the Vendor or the Purchaser fails to complete the sale or purchase, or if this Agreement is terminated in accordance with clause 10 or 11 hereof,

則悔約的一方須即時付予代理港幣

the defaulting party shall compensate immediately the Agent HK\$ 180,000 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的交易，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。本條款於本合約取消後仍然有效。
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. This clause shall survive the cancellation of this Agreement.

以現狀出售
As is basis

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.

過往談判
Prior negotiations

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.

許可用途及樓面面積
Permitted Use and Floor Area

16. 賣方及買方分別確認於簽署本合約前，代理已告知除非該物業的入伙紙已發出，否則無法核實該物業之許可用途/如該物業的入伙紙已發出，所提供有關用途的資料(如有)僅為入伙紙發出之日的許可用途，而除入伙紙外，有關的政府批地書及/或公契可能載有限制該物業的特定用途的條文。代理亦已告知除非所提供之樓面面積(如有)乃基於合理來源/恰當根據，否則無法核實該物業之樓面面積，而樓面面積亦沒有統一/普遍採納的定義，賣方及買方應親自視察物業並自行量度樓面面積，並應就擬作的特定用途及樓面面積資料尋求法律及/或專業意見。

Each of the Vendor and the Purchaser hereby acknowledge that before entering into this Agreement, they were informed by the Agent that unless the occupation permit ("OP") of the said premises has been issued, the permitted use of the said premises cannot be verified/if the OP of the said premises has been issued, the information of permitted use so provided (if any) relates to the permitted use as at the date of the issuance of the OP and apart from the OP, the relevant Government Grant and/or the Deed of Mutual Covenant may contain provisions restricting the use of the said premises for specific purpose(s). They were also informed by the Agent that unless the floor area provided (if any) was obtained from a reasonable source or there was a proper basis to rely on, such information has not been verified and there is no standardized or commonly adopted definition of floor area and they should inspect the said premises and take measurements themselves and seek legal and/or professional advice in relation to the intended specific use and floor area information of the said premises.

住宅 / 非住宅
Residential / Non-Residential

17. * 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。
* 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).

價值證明書
Certificate of value

18. 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的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 9,000,000 的一宗更大交易或一系列交易的一部份。
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\$ 9,000,000.

委任代理
Appointment of Agent

19. * 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. Global Match Ltd acts for the purchaser.

【美聯會】
盡享尊貴會員禮遇
Enjoy Exclusive Member Privileges by Joining Midland Club

20. * 賣方及 / 或 * 買方接受由代理送出【美聯會】之會籍並同意轉移其個人資料(包括姓名、電話號碼及電郵地址)予【美聯會】用作處理會員申請和提供會員福利、優惠、服務、活動及 / 或獎賞(詳情載於【美聯會】的網頁 <https://www.midlandclub.com.hk>) 的目的。
* The Vendor and/or *the Purchaser accept(s) the membership of Midland Club offered by the Agent and agree(s) to transfer his/her/their personal data (including name(s), telephone number(s) and email address(es)) to Midland Club for processing membership application and provision of membership benefits, privileges, services, activities and/or rewards (details are available at the website of Midland Club <https://www.midlandclub.com.hk>).

轉移買方資料至
「經絡按揭轉介」
Transfer Purchaser's Data to "mReferral"

21. 買方同意及授權代理轉移買方的資料(包括姓名、電話號碼及該物業地址)予經絡集團(香港)有限公司(「經絡按揭轉介」)用作提供免費物業按揭諮詢服務(詳情載於經絡按揭轉介的網頁 www.mreferral.com) 的目的。
The Purchaser agrees and authorizes the Agent to transfer the Purchaser's data (including name(s), telephone number(s) and the address of the said premises) to mReferral Corporation (HK) Limited ("mReferral") for provision of free property mortgage consulting services (details are available at the website of mReferral www.mreferral.com).

收集個人資料聲明
Personal Information Collection Statement

22. 賣方及買方分別確認已收理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.

合約(第三者權利)條例
The Contracts (Rights of Third Parties) Ordinance

23. 除本合約各方外, 沒有任何第三方可根據香港法例第 623 章《合約(第三者權利)條例》強制執行本合約項下的任何條款。
No person other than the parties to this Agreement shall have any rights to enforce any terms herein under the Contracts (Rights of Third Parties) Ordinance (Cap.623 Laws of Hong Kong).

解釋
Interpretation

24. * 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.

備註
Remarks

25. 單位以現況出售

予賣方及買方之通知
Notice to the Vendor and the Purchaser

26. 除本合約內所載列之事項外, 任何代理之低於分行經理職級之職員均無權代表代理作出任何承諾、保證或陳述。
Save and except those mentioned in this Agreement, any staff of the Agent ranking below branch manager has no authority to give or make any promise, warranty or representation for and on behalf of the Agent.

For and on behalf of
FINE ART CORPORATION LIMITED
藝輝有限公司

For and on behalf of
美聯物業代理(商業)有限公司
MIDLAND REALTY (COMM.) LTD.

For and on behalf of
EASTERN DRAGON HOLDINGS LIMITED
東龍集團有限公司

Authorized Signature(s)

(Hko-41)

Authorized Signature(s)

賣方簽署接受
Signed by the Vendor

代理簽署接受
Signed by the Agent

買方簽署接受
Signed by the Purchaser

簽署人姓名

簽署人姓名

簽署人姓名

Name of Signatory(ies) Ho Chi Kin Simon

Name of Signatory Yuen Kam Ho, Carrie

Name of Signatory(ies) CHUNG CHI FAI

身份證號碼

牌照號碼

身份證號碼

I.D. No(s). D 6770 34(8)

Licence No. S-207902

I.D. No(s). K480291(8)

茲收到買方臨時訂金港幣

Received from the Purchaser the initial deposit in the sum of HK\$ 450,000.00 (*現金/支票號碼 102151 銀行 BOC)

賣方確認收到

Acknowledge receipt by the Vendor



代理將於客戶支付之佣金中, 抽取部份撥捐美聯慈善基金有限公司作慈善捐獻。惠澤社會, 締造奇蹟。多謝!
The Agent will donate part of the commissions paid by the customers to Midland Charitable Foundation Limited as charitable donations. To be a community benefactor - your one gift makes many wonders. Thank you.

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