



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 JUNE 2020 BETWEEN

賣方 Vendor 合約第一方為 the first party WIDE PERFECT LIMITED (holder of Hong Kong Identity Card No./ 商業登記證號碼 Business Registration No. 58758819 地址在 of FLAT 3308 33/F OFFICE Tower

CONVENTION PLAZA NO1 HARBOUR RD. WANCHAI HK. (hereinafter called the "Vendor"); and 以下稱“賣方”

買方 Purchaser 合約第二方為 the second party CHAN KAM CHI (holder of Hong Kong Identity Card No./ 商業登記證號碼 Business Registration No. C1E4907(1) 地址在 of FLAT C, 32/F., BLOCK 2,

SCENECLIFF, 33 CONDUIT RD., MID-LEVELS HONG KONG (hereinafter called the "Purchaser"); and 以下稱“買方”

代理 Agent 合約第三方為 the third party 美聯物業代理有限公司 MIDLAND REALTY INTERNATIONAL LTD.

持有商業登記證號碼 (holder of Business Registration No. 04042155 及持有地產代理(公司)牌照號碼 (holder of Estate Agent (Company) Licence No. C-000982)

註冊地址在 whose registered office is situate at 香港中環德輔道中19號環球大廈25樓2505室 Room 2505, 25/F., World Wide House, 19 Des Voeux Road Central, Central, H.K. (hereinafter called the "Agent"). 以下稱“代理”

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 UNIT A ON 28TH FLOOR WITH CAR PARKING SPACE NO. C-30 ON 2ND FLOOR THE ALTITUDE NO. 28 SHAN KWONG ROAD HONG KONG (hereinafter called the "said premises"). 以下稱“該物業”。

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\$ 44,380,000

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\$ 2,219,000 shall be paid upon signing of this Agreement

(b) 加付訂金港幣 Further deposit in the sum of HK\$ 4,438,000 須於 (日期) 2020年7月3日 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\$ NIL 須於 (日期) NIL 或以前繳付 shall be paid on or before (date)

(d) 成交價餘款港幣 Balance of purchase price in the sum of HK\$ 37,723,000 須於完成交易之時, 即 (日期) 2020年8月18日 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) 2020年7月3日 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.

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. 賣方之代表律師為 The Vendor shall be represented by Messrs YUNG, YU, YUEN & CO. 而買方之代表律師為 whereas the Purchaser shall be represented by Messrs LEE, WONG & LAM

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

律師費
Legal costs
印花稅
Stamp duty

8. 每方各自負責其律師費。
Each party shall pay its own legal costs.
- 9a. 從價印花稅由買方單獨負責。
All ad valorem stamp duty shall be borne by the Purchaser solely.
- 9b. 如買方為公司 / 非香港永久性居民，買方知悉除上述第 9a 條之從價印花稅外，除非獲得豁免，否則買家印花稅（稅率為該物業成交價或市值之 15%，以較高者為準）亦須由買方單獨負責，並須於法定限內支付。如買方為個人，買方於簽署本合約前須自行核實其是否為香港永久性居民。
If the Purchaser is a company / non-Hong Kong permanent resident, the Purchaser is aware that apart from the ad valorem stamp duty mentioned in clause 9a hereof, unless exempted, Buyer's Stamp Duty (at the rate of 15% of the stated consideration or the market value of the said premises, whichever is higher) shall also be borne by the Purchaser solely and paid within the statutory prescribed time limit. If the Purchaser is an individual, the Purchaser shall verify whether he/she is a Hong Kong permanent resident or not before signing this Agreement.
- 9c. * 額外印花稅（如有）則由 * 賣方單獨負責 / ~~買方單獨負責~~。負責繳付額外印花稅之一方須繳付由印花稅署所評定之附加額外印花稅及因延遲繳付額外印花稅之罰款（如有）。
* Special stamp duty (if any) shall be paid by *the Vendor solely / ~~the Purchaser solely~~. The party responsible for payment of the special stamp duty shall pay any additional special stamp duty and penalty for late stamping (if any) as assessed by the Stamp Office.

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如賣方須負責額外印花稅，賣方須於繳付額外印花稅指定日期前適時繳付予買方律師樓一筆等同賣方須繳付之額外印花稅的金額，賣方須不可撤回地授權買方律師樓運用該金額作繳付額外印花稅之用。如賣方違反本條款，買方有權於成交價餘款中扣減款項，及運用如此被扣減之款項作繳付額外印花稅及延遲繳付之罰款（如有）之用。

Where the Vendor is responsible for payment of the special stamp duty, the Vendor shall within the prescribed period for payment pay to the Purchaser's solicitors a sum equivalent to the amount of the special stamp duty payable by the Vendor on timely basis and shall irrevocably authorise the Purchaser's solicitors to apply the same for the purpose of payment of the special stamp duty. Breach of this clause on the part of the Vendor entitles the Purchaser to make deduction from the balance of the purchase price and apply the sum so deducted for the purpose of payment of special stamp duty and penalty for late stamping (if any).

- 9d. 如該物業為或包括住宅物業，買方知悉若在取得該物業之日起計的 36 個月內處置該物業，買方有責任繳付因該處置而產生的額外印花稅。
If the said premises are or comprise of residential property, the Purchaser hereby acknowledges that if the said premises is disposed of by the Purchaser within 36 months from the date of acquisition, the Purchaser shall be liable to pay the special stamp duty arising from such disposition.
- 9e. 本條款於該物業交易完成後仍然有效。
This clause shall survive completion.

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 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 his absolute discretion to resell the said premises but 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 443800.00 ~~20~~ from the Vendor (the "Vendor Commission"); and
並向買方收取佣金港幣 443800.00 ~~20~~ from the Purchaser (the "Purchaser Commission").
commission in the sum of HK\$ ("賣方佣金") ;
commission in the sum of HK\$ ("買方佣金").

- 12b. 賣方佣金及買方佣金之繳付不得遲於 2020年9月18日 (日期) 18/9/2020 (date)

- 12c. 賣方須於簽署本合約時或以前交予代理一份就透過代理出售該物業並已簽妥之地產代理協議（該協議須為施行香港法例第 511 章《地產代理條例》而訂明的表格）。此外，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 shall on or before the signing of this Agreement produce to the Agent a duly executed Estate Agency Agreement (which shall be in the form prescribed for the purpose of the Estate Agents Ordinance, Cap.511 Laws of Hong Kong) in respect of the sale of the said premises through the Agent. Furthermore, 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 12b hereof in payment of the Vendor Commission.

- 12d. 買方須於簽署本合約時或以前交予代理一份就透過代理購買該物業並已簽妥之地產代理協議（該協議須為施行香港法例第 511 章《地產代理條例》而訂明的表格）。此外，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 shall on or before the signing of this Agreement produce to the Agent a duly executed Estate Agency Agreement (which shall be in the form prescribed for the purpose of the Estate Agents Ordinance, Cap.511 Laws of Hong Kong) in respect of the purchase of the said premises through the Agent. Furthermore, the Purchaser hereby undertakes to deposit with his 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 887,600.00 ~~20~~ 作為代理之算定損害賠償。
the defaulting party shall compensate immediately the Agent HK\$ 887,600.00 ~~20~~ 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.

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

- 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.
- 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. *茲聲明該物業之買賣包括附表內所列之動產、傢俬及裝置。
* It is hereby declared that the sale and purchase of the said premises shall include the chattels, furniture and fittings as set out in the Schedule attached hereto.
- 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).
- 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 44380,000 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\$ 44,380,000.
- 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.
- 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>).
- 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).
- 22. 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.
- 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).
- 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: 只許見租約
賣方須於成交日或之前轉交該租約按全HK\$166,000裝給買方

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
WIDE PERFECT LIMITED
維普有限公司

.....
Authorized Signature(s)

For and on behalf of
美聯物業代理有限公司
MIDLAND REALTY INTERNATIONAL LTD.

.....
Authorized Signature(s)

賣方簽署接受
Signed by the Vendor

簽署人姓名
Name of Signatory HUNG SAN YUNG

身份證號碼
I.D. No. G084227(2)

代理簽署接受
Signed by the Agent

簽署人姓名
Name of Signatory VICTOR PANG

牌照號碼
Licence No. S-439352

買方簽署接受
Signed by the Purchaser

簽署人姓名
Name of Signatory CHAN KAM CHU

身份證號碼
I.D. No. C154907(1)

茲收到買方臨時訂金港幣
Received from the Purchaser the initial deposit in the sum of HK\$ 2,000,000 x (Cash / Cheque No. 20148)

銀行
Bank HSBC

賣方確認收到
Acknowledge receipt by the Vendor

.....
Authorized Signature(s)