



物業臨時買賣合約

PROVISIONAL AGREEMENT FOR SALE AND PURCHASE

賣方
Vendor

本合約訂於 25 JULY 2011
This AGREEMENT is made on _____ BETWEEN

合約第一方為 RICHWELL TARGET LIMITED
the first party

持有香港身份證 / 商業登記證號碼
(holder of Hong Kong Identity Card No. / Business Registration No. _____) 地址在 28/F MANHATTAN
of _____

PLACE, 23 WANG TAI ROAD, KOWLOON BAY, H.K.
以下稱“賣方”
(hereinafter called "the Vendor") and;

買方
Purchaser

合約第二方為 BIG STAR ASIA PACIFIC LIMITED
the second party

持有香港身份證 / 商業登記證號碼
(holder of Hong Kong Identity Card No. / Business Registration No. _____) 地址在 _____
of _____

以下稱“買方”
(hereinafter called "the Purchaser") and;

代理
Agent

合約第三方為 Colliers International Agency Limited
the third party

持有商業登記證號碼
(holder of Business Registration No. 08194360) 地址在 Suite 5701, Central Plaza,
of _____

18 Harbour Road, Wanchai, Hong Kong
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

- 買賣雙方通過代理，同意以下列條款出售及購入
The Vendor agrees to sell and the Purchaser agrees to purchase, through the Agent subject to the terms and conditions herein contained, all that LOT NO. 1002 IN DEMARCATATION DISTRICT NO. 215 (ALSO KNOWN AS PRICERITE GROUP CENTRE, NO. 6 HONG TING ROAD, SAI KUNG, N.T., HONG KONG
以下稱“該物業”
(hereinafter called "the said premises").

成交價及付款方式
Consideration
and payment

- 該物業之成交價為港幣
The purchase price of the said premises shall be HK\$ 123,500,000⁰⁰ which shall be paid by 買方須按下述方式付款予賣方
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 shall be paid upon signing of this agreement in the sum of HK\$ 3,705,000⁰⁰
(b) 於簽署正式買賣合約之時或以前，即
Upon signing of the Formal Agreement for Sale and Purchase on or before 25th AUGUST 2011
加付訂金港幣
further deposit shall be paid in the sum of HK\$ 8,645,000⁰⁰
(c) 於完成交易之時或以前，即
Balance of purchase price shall be paid upon completion on or before 25th OCTOBER 2011
並在賣方代表律師行付清樓價餘款港幣
at Vendor's solicitors in the sum of HK\$ 111,150,000⁰⁰

上述(a)及(b)條文所列之訂金，須由賣方之律師行以保管人身份加以保管，並確保該樓價餘款足夠清還現存之按揭及債務，方可將該訂金轉交賣方。
The deposits payable under (a) and (b) above shall be paid to the Vendor's solicitors as stakeholders who may release the same to the Vendor provided that the balance of the purchase price is sufficient to discharge the existing legal charge / mortgage.

負擔或債項
Encumbrances

- 該物業是以免除所有負擔或債項之情況下售予買方，買方之提名人或其承讓人。
The said premises is to be sold to the Purchaser or its nominee(s), sub-purchaser(s) free from encumbrances.

占有
Vacant possession

- 買賣完成時，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，把購入該物業。
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.

賣方認
Selling as confirmor

- 賣方是以確認人身份售出該物業。
The Vendor is selling as confirmor.

代表律師及厘印費
Solicitors and
stamp duty

- 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 FORD, KWAN & COMPANY
The Vendor shall be represented by Messrs. _____
而買方之代表律師為 TO BE APPOINTED
whereas the Purchaser shall be represented by Messrs. _____
雙方各自負責其律師費。
Each party shall pay its own legal costs. 除第8條所規定外，厘印費則由買方單獨負責。
Subject to clause 8 hereof, all stamp duty shall be borne by the Purchaser solely.

買方悔約
Purchaser fails to perform

7. 如買方未能履行本合約之條款完成買賣，賣方除將買方已付之訂金沒收外，並有權將該物業再行出售予他人。惟賣方不可再為此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 the manner herein contained, the deposits shall be forfeited to the Vendor and the Vendor shall then be entitled at his absolute discretion to sell the said premises to anyone he thinks fit and the Vendor shall not sue the Purchaser for any liabilities and / or damages or to enforce specific performance.

賣方悔約
Vendor fails to perform

8. 如賣方在收取訂金後，不依本合約之條款完成買賣，則賣方除須退還買方所付之訂金全數外，並須以同等數目之金額賠償買方。另負責繳付 / 退還本合約之厘印費。惟買方不得再向賣方追究任何責任，包括其他賠償及特定履行。
Should the Vendor after receiving the deposits paid hereunder fail to complete the sale in the manner herein contained, the Vendor shall immediately compensate the Purchaser with a refund of the deposits together with a sum equivalent to the amount of the deposits as liquidated damages and the reimbursement / payment (as the case may be) of stamp duty of the said premises and the Purchaser shall not take any further action to claim for damages or to enforce specific performance.

代理佣金
Agent's commission

9. 基於代理在促成該物業買賣中所提供之服務，代理有權向賣方收取港幣
In consideration of the services rendered by the Agent, the Agent shall be entitled to receive HK\$ 1,235,000.00 並向買方收取港幣 988,000.00 作為佣金。
from the Vendor and HK\$ 1,235,000.00 from the Purchaser as commission.
該等佣金之繳付不得遲於

Such commission shall be paid not later than 24th OCTOBER 2011
賣方同意賣方應付代理之佣金將由根據本合約第二段之(c)所需交付之餘款扣除，並由賣方的代表律師暫作保管，待該物業完成交易時交回給代理。

The Vendor agrees that the Vendor's commission to the Agent shall be deducted from the balance payable under the clause no. 2(c) of this Agreement and shall be stakehold by the Vendor's solicitor who shall release the same to the Agent upon completion.

代理之賠償
Compensation to Agent

10. 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。
If in any case either the Vendor or the Purchaser fails to complete the sale or purchase in the manner herein contained, 則悔約的一方須即時付予代理港幣 2,470,000.00 作為賠償代理之損失。
the defaulting party shall compensate at once the Agent HK\$ 2,470,000.00 as liquidated damages.

以現狀出售
As is basis

11. 該物業是以現狀售予買方。
The said premises is sold to the Purchaser on an "as is" basis. 2,223,000.00

過往談判
Prior negotiations

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

動產
Chattels

13. 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

*14. 茲證明此項買賣之物業根據厘印法案第117章29A (1) 段之定義乃住宅 / 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.

總價值
Certificate of value

15. 茲證明此項買賣並非另一或另一組買賣之一部份。
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 while總價不超過港幣 123,500,000.00
exceeds HK\$ 123,500,000.00

委任代理
Appointment of Agent

*16. 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 the Agent is the Agent for both the Vendor and the Purchaser / for the Vendor only / for the Purchaser only.

解釋
Interpretation

17. 此合約以英文本為準
This agreement should be interpreted in its English version in case of ambiguities.

備註
Remarks

18. 本合約為必買必賣，但必須基於業權妥當。
19. 賣方同意以月租 HK\$40,000 (差餉及地租由租客支付) 租回本物業，租期由成交日起計 24 個月。租客名稱為 "RICERITE STORES LIMITED"。厘印費及律師費 雙方各一半。物業只准作合法用途。租約按金相等於 2 個月租金即 HK\$820,000。租約必須於成交日或之前簽妥。

For and on behalf of
RICHWELL TARGET LIMITED
泰利標有限公司

[Signature]
Director(s)

賣方簽署接受
Signed by the Vendor

[Signature]
代理簽署接受
Signed by the Agent

個人牌照號碼
Individual Licence No. S-300020

FOR AND ON BEHALF OF
BIG STAR ASIA-PACIFIC LIMITED

[Signature]
買方簽署接受
Signed by the Purchaser

DBS BANK

茲收到買方臨時訂金港幣
Received from the Purchaser on behalf of RICHWELL TARGET LIMITED
泰利標有限公司
Sum of HK\$ 3,705,000.00

支票號碼
(Cheque No. 374362)

賣方簽收
Signed by the Vendor
[Signature]
Director(s)

Agent's copy
經紀本文

THIS ASSIGNMENT is made the 25th day of October
Two thousand and eleven

BETWEEN

- (1) RICHWELL TARGET LIMITED (泰利標有限公司) whose registered office is situate at 28th Floor, Manhattan Place, 23 Wang Tai Road, Kowloon Bay, Kowloon, Hong Kong ("the Vendor") and
- (2) BIG STAR ASIA PACIFIC LIMITED (鉅星亞太有限公司) whose registered office is situate at Unit 1001D1, 10th Floor, East Ocean Centre, 98 Granville Road, Tsimshatsui East, Kowloon, Hong Kong ("the Purchaser")

NOW THIS ASSIGNMENT WITNESSETH as follows :-

1. IN CONSIDERATION of the sum of HONG KONG DOLLARS ONE HUNDRED TWENTY THREE MILLION AND FIVE HUNDRED THOUSAND ONLY (HK\$123,500,000.00) paid by the Purchaser to the Vendor (receipt whereof is acknowledged) the Vendor as Beneficial owner ASSIGNS to the Purchaser the Property described in the Schedule hereto ("the Property") TO HOLD the same unto the Purchaser for the residue of the term of years created by the Government Lease referred to in the Schedule ("the Government Lease") SUBJECT TO the payment of the due proportion of the yearly Government rent reserved by and the covenants conditions and provisos contained in the Government Lease And Subject to and with the benefit of a Waiver Letter registered in the Land Registry by Memorial No.SK130903.
2. It is hereby agreed and declared by the parties hereto that the respective covenants by the Vendor and the Purchaser implied by the Conveyancing and Property Ordinance Cap.219 and herein contained shall be construed and shall take effect so far as they affect or relate to the Property but not further or otherwise.
3. It is hereby certified that the Property is a non-residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance Cap.117.

IN WITNESS whereof the Vendor and the Purchaser have duly executed this Assignment the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

1. The Property :-

(a) Lot number, section, undivided shares, description and address, etc. :-

ALL THAT piece or parcel of ground situate lying and being at Sai Kung, New Territories and registered in the Land Registry as LOT NO.1002 IN DEMARCATION DISTRICT NO.215 and the buildings erected thereon which said piece of land is shown and coloured Pink on the Plan annexed to the Government Lease.

(b) Exceptions and Reservations etc :-

Except and reserved as referred to in the Government Lease are excepted and reserved.

(c) Easements and other appurtenant rights, if any :-

Subject to and with the benefit of all rights rights of way easements and appurtenances which are more particularly set out and contained in the Government Lease so far as they are subsisting and capable of taking effect and all other existing rights rights of way and all privileges easements and appurtenances thereto belonging or appertaining to the Property (if any).

2. The Government Lease :-

A Government Lease is deemed to have been granted under and by virtue of Section 14 of the Conveyancing and Property Ordinance (Cap.219) upon compliance with the precedent conditions contained in an Agreement and Conditions of Sale deposited and registered in the Land Registry as New Grant No.6977, particulars of which are as follows :-

(a) Date : 23rd January 1986.

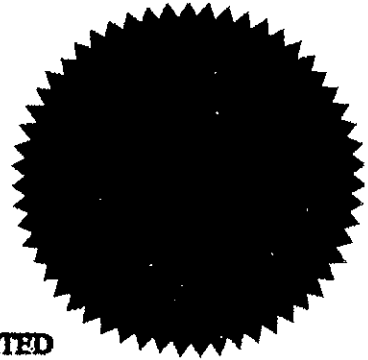
(b) Parties : The Government Land Agent on behalf of His Excellency the Governor of Hong Kong of the one part and Associated Engineers Limited of the other part.

(c) Term : For a term of years commencing from the 23rd day of January 1986 and expiring on the 30th day of June 2047.


- (d) Lot No. : Lot No.1002 in Demarcation District No.215.
- (e) Modification : As varied and/or modified by a Modification Letter dated 30th December 1989 and registered in the Land Registry by Memorial No.SK154894.

SEALED with the Common Seal of the)
Vendor and SIGNED by Leung Siu)
Pong James, its director ----)

duly authorised by the board of directors)
in the presence of:-)



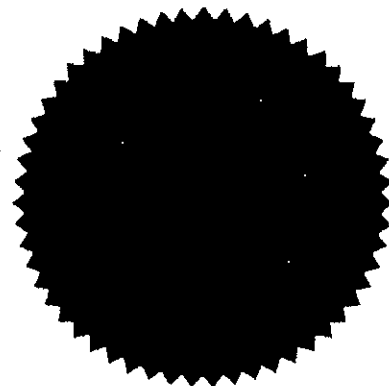
For and on behalf of
RICHWELL TARGET LIMITED
利利標有限公司



Director(s)


Yip Kin Man
Solicitor, Hong Kong SAR
Ford, Kwan & Co.

SEALED with the Common Seal of the)
Purchaser and SIGNED by)
Law Kwai Kau and Yung Hung Chun)
Lawrence, its directors,)
duly authorised by the board of directors)
in the presence of:-)



Fung Choi On

Fung Choi On
Solicitor, Hong Kong SAR
Messrs. S.H. Leung & Co.
Solicitors & Notaries
Hong Kong SAR

For and on behalf of
BIG STAR ASIA PACIFIC LIMITED
鉅星亞太有限公司

[Signature]
.....
Authorized Signature(s)

Dated the 25th day of October 2011

ASSIGNMENT

S. H. LEUNG & CO.,
SOLICITORS AND NOTARIES,
ROOM 502, AON CHINA BUILDING,
29 QUEEN'S ROAD CENTRAL,
HONG KONG.

Ref.: COF/64391/2011/lc/py