



臨時買賣合約
Preliminary Sale & Purchase Agreement

賣方 本合約訂於 23/05/2022 合約之一方為 ALPHA RICH LIMITED
THIS AGREEMENT is made on the 23/05/2022 BETWEEN ALPHA RICH LIMITED
(持有 * 香港身份證號碼 / 商業登記証號碼 15187865) 地址在 FLAT/RM 203-5 2/F YUE
(holder of *Hong Kong Identity No./Business Registration No. 15187865) of (以下稱為 "賣方")
SHING COMM BLDG 15 QUEEN VICTORIA STREET CENTRAL HK (hereinafter called "the Vendor")

買方 合約第二方為 LONGSON ENTERPRISE DEVELOPMENT COMPANY LIMITED
of the first part and LONGSON ENTERPRISE DEVELOPMENT COMPANY LIMITED
(持有 * 香港身份證號碼 / 商業登記証號碼 6369 0767) 地址在 FLAT/RM 1204 BLK 2 12/F
(holder of *Hong Kong Identity No./Business Registration No. 6369 0767) of (以下稱為 "買方")
GOLDEN INDUSTRIAL BUILDING 16-26 KWAI TAK STREET KWAI CHUNG NT (hereinafter called "the Purchaser")

經紀 經地產代理監管局諭：雙方務必提供地址，否則日後如有需要或糾紛，將無法聯絡另一方)
of the second part (Warning as per EAA circular: Each party must provide valid address, otherwise the other party could not be contacted
if there is need or dispute.) and CENTALINE PROPERTY AGENCY LIMITED (持牌地產代理公司牌照號碼 C - 0 0 0 2 2 7)
註冊地址在香港中環皇后大道中18號新世界大廈第1座5樓(以下稱為 "經紀")
whose registered office is situated at 5/F., Tower 1, New World Tower, 18 Queen's Road Central, Hong Kong (hereinafter called "the Agent") of the third part.
合約三方茲同意買賣條款如下：

NOW IT IS HEREBY AGREED as follows:
物業 買賣雙方須以下列條款通過經紀出售及購入位於
1. The Vendor shall sell and the Purchaser shall purchase all that OFFICE NO.3,4&5 ON 2ND FLOOR YUE SHING
COMMERCIAL BUILDING NOS.15-16 QUEEN VICTORIA STREET & NOS.3-7 MAN YEE LANE HONG KONG
(以下稱 "該樓宇") 之物業
(hereinafter called "the said premises") through the Agent subject to the terms and conditions herein contained.

成交價及 該樓宇之樓價為港幣 15,500,000 買方須按 下述方式付款
付款方法 2. The purchase price of the said premises shall be HK\$ 15,500,000 which shall be paid by the Purchaser to the Vendor in
the manner as follows:

- (a) HK\$ 700,000 須在簽本合約之同時付清作為臨時訂金 shall be paid upon signing of this Agreement as initial deposit.
- (b) HK\$ 850,000 須於 06/06/2022 或之前付清作為加付訂金 as further deposit.
- (c) HK\$ - 須於 或之前付清作為加付訂金及 / 或部份樓價 as further deposit and/or part of purchase price.
- (d) HK\$ 13,950,000 須於買賣完成時付清作為樓價餘款而買賣須在 18/07/2022 或之前完成 shall be paid upon completion on or before as balance of purchase price.

簽署正式 3. Formal Agreement for Sale and Purchase of the said premises shall be signed on or before 06/06/2022 或以前簽妥
合約日期 起
物業是否 4. *買賣完成時賣方須負責將該樓宇交吉 / 買方同意連同該樓宇現有之租約
交吉出售 *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. *賣方現於本合約上附上現有租約之副本
賣方屬 5. *賣方屬轉售者 故本合約受賣方與原賣方原先之買賣合約
確認人 *The Vendor is selling as confirmor and this Agreement is subject to the terms and conditions of the principal agreement made between the Vendor
and the Head Vendor.

現狀出售 6. The said premises is sold to the Purchaser on "as is" basis.
住宅/非住宅 7. The said premises is residential / non-residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance Cap. 117.
買方悔約 8. Should the Purchaser fail to complete the purchase in the manner herein contained the deposit shall be forfeited to the Vendor and the Vendor shall
沒收，而賣方有權再將該樓宇出售予任何人，惟賣方不可再為此而向
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
買方悔約 9. Should the Vendor after receiving the deposit paid hereunder fail to complete the sale in the manner herein contained the Vendor shall immediately
有買方已付之訂金外，並須以同等數目之金額賠償買方，以彌補買方之損失，
compensate the Purchaser with a sum equivalent to the amount of the deposit as liquidated damages together with the refund of the deposit and the
惟賣方不可要求進一步賠償逼使賣方履行此合約
Purchaser shall not take any further action to claim for damages or to enforce specific performance.

訂金託管 10. All deposits payable by the Purchaser shall be paid to the Vendor's solicitor as stakeholder who shall not release the same to the Vendor unless
明樓價尾數足夠清還該樓宇現存之法定押記 / 按揭貸款及業主尚未繳付之額
it is proved that the balance of the purchase price is sufficient to discharge the existing legal charge/mortgage and the Special Stamp Duty not yet
外印花稅 (如有)
paid by the Vendor (if any).

經紀佣金 11. In consideration of the service rendered by the Agent, the Agent shall after this Agreement be entitled to receive HK\$ 155,000
及向買方收取港幣 155,000 作為佣金，該等佣金之繳交日期不得遲過
from the Vendor and HK\$ 155,000 from the Purchaser as commission, such commission shall be paid not later than
18/07/2022. The Vendor and the Purchaser hereby acknowledge and agree that the Agent shall authorize both parties'

雙方律師代為分別收取賣方佣金及買方佣金。賣方將授權其律師在該樓宇之樓價
solicitors to receive the Vendor's commission and the Purchaser's commission respectively for and on behalf of the Agent. The Vendor shall authorize
餘款中 (如有) 扣起賣方佣金，並在該樓宇成交日支付該佣金予經紀
his/her/its Solicitors to deduct the Vendor's commission from the balance of the purchase price (if any) and to pay the same to the Agent upon completion.

for and on behalf of
ALPHA RICH LIMITED
SIGNED BY THE VENDOR

LONGSON ENTERPRISE DEVELOPMENT COMPANY LIMITED
朗森企業發展有限公司
SIGNED BY THE AGENT

Authorized Signature(s)

12. 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樓宇，則悔約的一方須立刻根據上述第十一條買賣雙方各自應付之經紀佣金數目之總和賠償予經紀作為算定賠償
13. 簽署本合約後，如買賣雙方在未得經紀同意下協議取消本合約，則買賣雙方將同時及分別成為本合約之毀約者，並仍須各自負責付予經紀應得之上述佣金
14. 雙方同意從價印花稅由買方支付，額外印花稅(如有)則由賣方支付。然而，悔約之一方須負責繳付有關之從價印花稅、額外印花稅及買家印花稅(如有)
15. 如該樓宇為住宅物業，除香港永久性居民外，任何人士(包括註冊公司)購買該樓宇均須負責繳付「買家印花稅」
16. 買賣雙方同意分別委託其代表律師，雙方各自負責其律師費
17. 買賣雙方已知悉經紀的私隱政策聲明和收集個人資料聲明
18. 賣方/買方同意經紀將其姓名及電話提供予中原按揭經紀/理財公司作提供貸款/理財服務資訊。(除非賣方/買方在此書面同意，否則經紀不可如此提供資料)
19. 如賣方或買方是有限公司而不依合約條款付佣金或賠償經紀之損失，該有限公司的簽署代表須以個人名義承擔繳付或賠償有關經紀應收之所有佣金或損失
20. The parties hereto hereby agree to be bound by the following additional terms:

連附加條款。

21. The vendor and the purchaser acknowledge that except as expressly stated in this Agreement, no staff of the Agent at the grade level below Branch Manager has the authority to make or give any promises, warranties or representations, express or implied, on behalf of the Agent. This Agreement supersedes all prior negotiations, representation, understanding and agreements of the parties hereto.
22. In case of conflict or inconsistency between the Chinese and English version, the English version shall prevail.

合約三方茲於上述年月日憑此親筆簽字為據 AS WITNESS the hands of the parties hereto the day and year first before written.

賣方簽署 SIGNED BY THE VENDOR ALPHA RICH LIMITED 通實有限公司

買方簽署 SIGNED BY THE PURCHASER For and on behalf of LONGSON ENTERPRISE DEVELOPMENT COMPANY LIMITED 朗萊企業發展有限公司

經紀簽署 SIGNED BY THE AGENT For and on behalf of CENTALINE PROPERTY AGENCY LIMITED 中原地產代理有限公司

姓名 Name: [Signature] 身份証號碼 HKID No. P049733(2)

姓名 Name: Authorized Signatory 身份証號碼 HKID No. F029204(0)

姓名 Name: Eunice Ma 牌照號碼 Licence No. S-622041

茲收到上述規定之訂金 RECEIVED the above mentioned sum 港幣 HK\$ 700,000 being the deposit hereinbefore mentioned

For and on behalf of ALPHA RICH LIMITED 通實有限公司

見證人 WITNESS:

現金/支票號碼 784208 銀行 HK Bank

*請將不適用刪去 Delete, if inappropriate

附頁
SCHEDULE
附加條款
ADDITIONAL TERMS

有關臨時合約編號 KMUP 001242 合約各方同意受到下列之附加條款約束

With reference to agreement number KMUP 001242 , the parties hereto agree to be bound by the additional terms set out below:

- (1) 買賣雙方同意，如賣方或買方或其代表律師(“律師行”)任何一方，因政府防疫措施而被強制隔離或律師行未能營運，本合約訂立的交付大訂、簽署正式買賣合約及或完成交易等有關日期，將會自動延至被強制隔離的一方完成隔離或律師行恢復營運後(以較遲者為準)的第七個工作天。
- (2) 買賣雙方同意該物業於完成交易或之前，該樓宇如收到由政府部門、業主立案法團、管業處或相關機構所發出的維修大廈決議所涉及該物業的大廈分擔維修費和修葺和維修責任均由賣方負責。
- (3) 買方聲明在簽署此物業臨時買賣合約前已視察該物業及接受現狀，賣方以該物業之現狀售予買方，賣方不保證該物業是否存在任何僭建物或未得批准之改建或加建。買方亦不得藉此理由向賣方索償，要求拒絕或延遲交易。

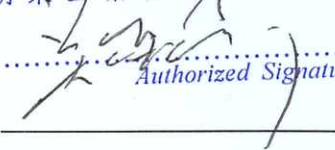
For and on behalf of
ALPHA RICH LIMITED
通寶有限公司


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Authorized Signature(s)

業主簽署

SIGNED BY THE VENDOR

For and on behalf of
LONGSON ENTERPRISE DEVELOPMENT COMPANY LIMITED
朗森企業發展有限公司


.....
Authorized Signature(s)

買家簽署

SIGNED BY THE PURCHASER


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經紀簽署

SIGNED BY THE AGENT