



# 臨時買賣合約 Preliminary Sale & Purchase Agreement

本合約訂於 THIS AGREEMENT is made on the 12-4-2006 合約之一方為 Mezereum Limited  
(持有 \* 香港身份證號碼 / 商業登記証號碼 (Company No.)) 地址在 25/F Unitrix Industrial  
(holder of \*Hong-Kong-Identity-No./Business Registration.No. F6682) of Centre, 2 Ng Fong Street, San Po Kong, Kowloon, H.K. (以下稱為 "賣方")  
(hereinafter called "the Vendor")

合約第二方為 of the first part and Fist Property Investment Company Limited  
(持有 \* 香港身份證號碼 / 商業登記証號碼 35374474-000-02-06) 地址在 Flat B, 14/F, Cheung Lee  
(holder of \*Hong-Kong-Identity-No./Business Registration No. Industrial Building, 9 Cheung Lee Street, Chai Wan Hong Kong) (以下稱為 "買方")  
(hereinafter called "the Purchaser")

合約第三方為中原地產代理有限公司 (持牌地產代理公司牌照號碼 C - 0 0 0 2 2 7)  
of the second part and CENTALINE PROPERTY AGENCY LIMITED (Licensed Estate Agency Company Licence No. C-000227)  
註冊地址在香港中環皇后大道中 1 8 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.  
買賣雙方知悉, 除本合約所載之內容外, 經紀之所有職級低於分行經理之員工,  
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  
均無權代表經紀作出任何無論是明確或暗示的承諾、保證或陳述。  
Manager has the authority to make or give any promises, warranties or representations, express or implied, on behalf of the Agent.  
合約三方茲同意買賣條款如下:

NOW IT IS HEREBY AGREED as follows:

買賣雙方須以下列條款通過經紀出售及購入位於 Kwan Tong Inland Lot, No. 76 (No. 81)  
1. The Vendor shall sell and the Purchaser shall purchase all that Hung To Road, Kwan Tong, Kowloon, 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.

該樓宇之樓價為港幣 105,000,000 買方須按下述方式付款  
2. The purchase price of the said premises shall be HK\$ 101,000,000 which shall be paid by the Purchaser to the Vendor in  
the manner as follows:

- (a) 港幣 3,000,000 須在簽本合約之同時付清作為訂金  
shall be paid upon signing of this Agreement as deposit.
- (b) 港幣 7,100,000 須在簽正式合約時付清作為首期餘款, 正式買賣合約須於  
或之前簽妥 (港幣 HK\$ 7,100,000 須在 30 May 2006 或之前付清作為部份樓價)  
shall be paid upon signing of formal agreement for sale and purchase on or before 30 May 2006 as further deposit.
- (c) 港幣 101,000,000 須於 30 June 2006 或之前付清作為部份樓價  
shall be paid on or before 30 June 2006 as part of purchase price.
- (d) 港幣 80,800,000 須於買賣完成時付清作為樓價餘款而買賣須在 31 August 2006 或之前完成  
shall be paid upon completion on or before 31 August 2006 as balance of purchase price.

3. The Vendor undertakes to sell the said premises to the Purchaser or its nominee(s), sub-purchaser(s) free from encumbrances.

\*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一起購入該樓宇  
4. \*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.

\*賣方屬轉售者 故本合約受賣方與原賣方原先之買賣  
5. \*The Vendor is selling as confirmor and this Agreement is subject to the terms and conditions of the principal agreement made between the  
合約條款約束  
Vendor and the Head Vendor.

\*該樓宇是以現狀售予買方  
6. \*The said premises is sold to the Purchaser on "as is" basis.  
\*該樓宇是 <印花稅務條例> 第 117 章 29 (A) (1) 條所指之住宅 / 非住宅物業

7. \*The said premises is residential/non-residential property within the meaning of Section 29(A)(1) of the Stamp Duty Ordinance Cap. 117.  
如買方未能履行本合約之條款以至本合約不能順利完成則已付之訂金將由買方

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  
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  
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  
買方進一步追究責任或要求賠償損失  
any liabilities and/or damages caused by the Purchaser's default of this Agreement.  
如賣方在收取訂金後不依合約條款將該樓宇售予買方, 則賣方除須退還所

9. Should the Vendor after receiving the deposit paid hereunder fail to complete the sale in the manner herein contained the Vendor shall  
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  
immediately compensate the Purchaser with a sum equivalent to the amount of the deposit as liquidated damages together with the refund of the  
損失, 惟買方不可要求進一步賠償逼使賣方履行此合約  
The Vendor and the Purchaser shall not take any further action to claim for damages or to enforce specific performance.

MEZEREUM LIMITED  
  
Authorised Signatory(s)  
SIGNED BY THE VENDOR

第一房地產投資有限公司  
方簽署  
SIGNED BY THE PURCHASER

經紀簽署  
SIGNED BY THE AGENT

才勇衛阿表及理約物業。

\*所有買方支付的訂金須交予賣方其代表律師作為中間人托

10. \*All deposits payable by the Purchaser shall be paid to the Vendor's Solicitors as stakeholder who shall not release the said deposits to the Vendor until it is proved to the satisfaction of the Purchaser's Solicitors that the balance of the purchase price is sufficient to discharge the Existing Charge in respect of the said premises.

11. In consideration of the service rendered by the Agent, the Agent shall after this Agreement be entitled to receive HK\$ 1,950,000.00 及向買方收取港幣 1,010,000.00 作為佣金，該等佣金之繳交日期不得遲過 1,050,000.00 from the Purchaser as commission such commission shall be paid not later than 成交日期

12. If in any case either the Vendor or the Purchaser fails to complete the sale and purchase in the manner herein contained, the defaulting party shall compensate at once the Agent HK\$ \_\_\_\_\_ as liquidated damages. The defaulting party shall be responsible for the payment of the stamp duty.

13. Should the Vendor or the Purchaser be a limited company which fails to pay the commission or compensate the liquidated damages in the manner herein contained, the person(s) who signed this Agreement on behalf of the limited company shall be personally liable for all commission or liquidated damages due to the Agent.

14. Should the Vendor and Purchaser after signing this Agreement both agree to cancel this Agreement without the consent of the Agent, they will jointly and separately become the defaulting parties of this Agreement and will still be liable for the payment of their own commission mentioned herein before.

15. The Vendor and the Purchaser agree that they shall separately appoint their own solicitors. The Vendor shall be represented by Messrs. \_\_\_\_\_ whereas the Purchaser shall be represented by Messrs. \_\_\_\_\_

16. The parties hereto hereby agree to be bound by the additional terms set out in the Schedule hereto (if any).

17. Data held by the Agent relating to the Vendor and the Purchaser will be kept confidential. The Vendor and the Purchaser hereby agree that the Agent may provide such information to the companies in connection with Centaline Property Agency Limited including its affiliates, subsidiaries or associated companies (collectively called "Centaline") for purposes of marketing and/or providing services and products, and Centaline will receive referral service/advertising fees from the relevant service providers. The Vendor and the Purchaser acknowledge their rights to request access to or correction of their respective personal data in writing to the Agent at the address as mentioned above.

18. This Agreement supersedes all prior negotiations, representation, understanding and agreements of the parties hereto.

To Be Confirmed  
To Be Confirmed

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 ~~to be signed~~ signed in the presence of \_\_\_\_\_

賣方  
SIGNED BY \_\_\_\_\_  
or and on behalf of the Vendor

**MEZEREUM LIMITED**  
  
Authorised Signature(s)

買方  
SIGNED BY \_\_\_\_\_  
or and on behalf of the Purchaser

新威恩

經紀  
SIGNED BY \_\_\_\_\_  
or and on behalf of the Agent

中原地產代理有限公司  
CENTALINE PROPERTY AGENCY LIMITED  
  
Authorized Signature

持牌 \*地產代理 / 營業員  
Licensed \*Estate Agent / Salesperson  
牌照號碼  
Licence No. E022999

茲收到上述規定之訂金  
RECEIVED the above mentioned sum Hong Kong Dollars \_\_\_\_\_  
being the deposit hereinbefore mentioned  
見證人  
WITNESS: Yok Lo

HK\$ 3,000,000  
匯豐銀行 11/15/19

For and on behalf of  
**MEZEREUM LIMITED**  
  
Authorised Signature(s)

\*請將不適用刪去  
Delete, if inappropriate