



臨時買賣合約 Preliminary Sale & Purchase Agreement

CLEVER WISE HOLDINGS LIMITED

賣方 本合約訂於 28-6-2024 合約之一方為 智聰控股有限公司 (Clever Wise Holdings Limited) 地址在 香港九龍尖沙咀彌敦道7號海港城九倉電訊中心10樓 (以下稱為 "賣方")

買方 合約第二方為 CLC LAND LIMITED 地址在 61865697 (以下稱為 "買方")

物業 買賣雙方須以下列條款通過經紀出售及購入位於 GROUND FLOOR NO. 148 JOHNSTON ROAD HONG KONG 之物業

成交價及付款方式 2. The purchase price of the said premises shall be HK\$ 36,000,000 which shall be paid by the Purchaser to the Vendor in the manner as follows: (a) HK\$ 1,800,000 shall be paid upon signing of this Agreement as initial deposit. (b) HK\$ 1,800,000 shall be paid on or before 12-7-2024 as further deposit. (c) HK\$ 32,400,000 shall be paid on or before 27-9-2024 as further deposit and/or part of purchase price. (d) HK\$ shall be paid upon completion on or before as balance of purchase price.

簽署正式合約日期 物業是否交吉出售 3. Formal Agreement for Sale and Purchase of the said premises shall be signed on or before 27-9-2024

賣方屬確認人 現狀出售 5. 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.

住宅/非住宅 買方悔約 7. The said premises is residential / non-residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance Cap. 117.

賣方悔約 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 not be entitled to 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 caused by the Purchaser's default of this Agreement.

訂金託管 9. Should the Vendor after receiving the deposit paid hereunder fail to complete the sale in the manner herein contained the Vendor shall immediately 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 Vendor shall not take any further action to claim for damages or to enforce specific performance.

經紀佣金 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 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 paid by the Vendor (if any).

11. In consideration of the service rendered by the Agent, the Agent shall after this Agreement be entitled to receive HK\$ 1% from the Purchaser as commission, such commission shall be paid not later than 10 working days after the completion of the sale.

For and on behalf of CLEVER WISE HOLDINGS LIMITED 智聰控股有限公司 SIGNED BY THE VENDOR

買方簽署 SIGNED BY THE PURCHASER For and on behalf of CLC LAND LIMITED 經紀簽署 SIGNED BY THE AGENT Susanna

悔約責任 12. If in any cases, either the Vendor or the Purchaser fails to complete the sale or purchase in the manner herein contained, the defaulting party shall forthwith compensate the Agent the total of the commission payable by the Vendor and the Purchaser to the Agent respectively pursuant to clause 11 hereinabove as liquidated damages.

取消合約 13. 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.

印花稅 14. Both parties agree that ad valorem stamp duty shall be paid by the Purchaser and Special Stamp Duty (if any) shall be paid by the Vendor. However, the defaulting party shall be responsible for the payment of the relevant ad valorem stamp duty, the Special Stamp Duty and Buyer's Stamp Duty (if any).

15. If the said premises is a residential property and the Purchaser is any person (including a company incorporated) except a Hong Kong Permanent Resident, the Purchaser shall be liable to pay the Buyer's Stamp Duty.

分別委託律師 16. The Vendor and the Purchaser agree that they shall separately appoint their own solicitors. Each party shall pay his own legal costs.

個人擔保 17. The Vendor and the Purchaser acknowledged the Privacy Policy Statement & Personal Information Collection Statement of the Agent.

附加條款 20. The parties hereto hereby agree to be bound by the following additional terms: 1. 本合約之有效期間直至 28-6-2024 年下午五時正止

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.

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 For and on behalf of CLEVER WISE HOLDINGS LIMITED 智聰控股有限公司

買方簽署 SIGNED BY THE PURCHASER For and on behalf of CLC LAND LIMITED

姓名 Name 身份証號碼 HKID No. 茲收到上述規定之訂金 RECEIVED the above mentioned sum 港幣 1,800,000 HK\$ 1,800,000 being the deposit hereinbefore mentioned

現金/支票號碼 332831 銀行 HSBC Cash/Cheque (No. 332831) (Bank: HSBC)

ISSUED BY JATIVA LIMITED

見證人 WITNESS: 請將不適用刪去 Delete, if inappropriate