



稅務局
印花稅署
香港灣仔告士打道5號 稅務大樓3樓

電話號碼 Tel. No.: 2594 3202
傳真號碼 Fax No.: 2519 9025

INLAND REVENUE DEPARTMENT
STAMP OFFICE
3/F, Revenue Tower, 5 Gloucester Road,
Wan Chai, Hong Kong.

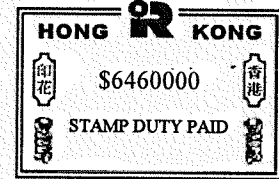
網址 Web site : www.ird.gov.hk
電郵 E-mail : taxsdo@ird.gov.hk

印花證明書 STAMP CERTIFICATE

此印花證明書是按《印花稅條例》發出，具有與傳統印花相等的法律地位
This stamp certificate is issued under the Stamp Duty Ordinance
and has the same legal status as conventional stamp

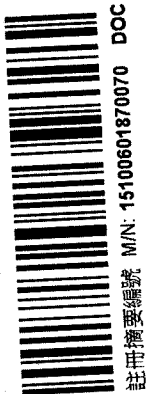
(此證明書必須夾附於下列文書上，作為已加蓋印花的證明。 This certificate must be attached to the instrument shown below as evidence of stamping.)

文書編號 Instrument Ref. No.: 2-16-124997-0-0-1
文書性質 Nature of Instrument: 買賣協議 Agreement
文書簽立日期 Date of Instrument: 15/09/2015 (日 Day / 月 Month / 年 Year)
代價款額 Consideration: \$76,000,000.00
取得之權益 Interest acquired: 100.00%
物業地址 Property Address: WORKSHOPS NOS.1, 2, 3, 4, 5,
6, 7, 8 AND 9 ON 4TH FLOOR,
KENNING INDUSTRIAL BUILDING,
NO.19 WANG HOI ROAD, KL



有關人士姓名及身份
Name and capacity of parties:

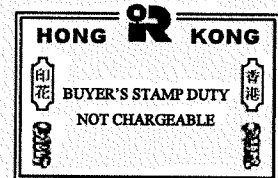
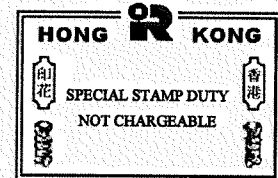
賣方 Vendor(s):
(1) WAYLON LIMITED
買方 Purchaser(s):
(1) FORMAL FOCUS LIMITED



茲證明上述文書已加蓋印花 / 簽註如下:

This is to certify that the above instrument is stamped / endorsed as below:

印花證明書編號 Stamp Certificate No.	: 16-2-0238903-2
加蓋印花日期 Date of Stamping	: 02/10/2015 (日 Day / 月 Month / 年 Year)
已付印花稅 Stamp Duty Paid	: \$6,460,000.00
已付額外印花稅 Special Stamp Duty Paid	: 不須繳付 / Not chargeable
已付買家印花稅 Buyer's Stamp Duty Paid	: 不須繳付 / Not chargeable
付款方式 Payment Method	: 支票 Cheque



印花稅署署長 黃禮輝
WONG Kuen-fai
Collector of Stamp Revenue

I.R.C.表格第 3511 號
I.R.C. 3511

你可於 www.gov.hk/estamping 核對此證明書的真確性
You may check the authenticity of this certificate at www.gov.hk/estamping



仲量聯行

臨時買賣合約

PROVISIONAL AGREEMENT FOR SALE AND PURCHASE

賣方
Vendor

本合約訂於
This AGREEMENT is made on 15/9/2015 BETWEEN
合約第一方為
the first party WAYLON LIMITED
持有香港身份証 / 商業登記証號碼
holder of Hong Kong Identity Card No. _____ / holder of Business Registration No. _____
地址在
of 4/F, Kenning Industrial Building, 19 Wang Hoi Road, Kowloon Bay, Kowloon
以下稱“賣方”
(hereinafter called “the Vendor”) and;

買方
Purchaser

合約第二方為
the second party Formal Focus Limited
持有香港身份証 / 商業登記証號碼
holder of Hong Kong Identity Card No. _____ / holder of 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
the third party JONES LANG LASALLE LIMITED
持有商業登記証號碼
(holder of Business Registration No. 09478323-000-12-08-1)
及地產代理公司牌照號碼
and Estate Agent Company Licence No. C-003464
地址在
of 6/F, THREE PACIFIC PLACE 1 QUEEN'S ROAD EAST 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
Workshops Nos. 1,2,3,4,5,6,7,8 and 9 on 4th Floor, Kenning Industrial Building, No. 19 Wang Hoi Road, Kowloon
以下稱“該物業”
(hereinafter called “the said Premises”).
- 成交價及付款方法
Consideration and payment
- 該物業之成交價為港幣
The Purchase price of the said Premises shall be HK\$ 76,000,000⁰⁰/₀₀
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:-
 - 港幣
HK\$ 3,800,000⁰⁰/₀₀ 須於簽署本合約之同時支付作為臨時訂金
shall be paid upon signing of this Agreement as initial deposit
 - 港幣
HK\$ 3,200,000⁰⁰/₀₀ 須於 29/9/2015 之前，作為首期餘款
shall be paid on or before 29/9/2015 as further deposit.
 - 港幣
HK\$ 68,400,000⁰⁰/₀₀ 須於完成交易時或 16/11/2015 以前支付作為樓價餘款
shall be paid upon completion on or before 16/11/2015
並在賣方之律師行付清。
at Vendor's solicitors.
- 成交日期
Completion date

簽署正式買賣合約
Formal Agreement
for Sale & Purchase

正式買賣合約須於 _____ 或以前簽妥。
Formal Agreement for Sale & Purchase of the said premise shall be signed on or before 29/9/2015

律師作保管人
Vendor's solicitors as
stakeholders

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，並在確保該樓價餘款足夠清還現存之按揭時，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.

Handwritten initials

負擔或債項
Encumbrances 3. 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入。
The said Premises is to be sold to the Purchaser or its nominee(s), sub-purchaser(s) free from encumbrances.

交吉
Vacant possession * 4. 買賣完成時，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 the existing tenancy.

代表律師及印花稅
Solicitors and stamp duty 5. 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
The Vendor shall be represented by Messrs. Bobby Tse & Co.
而買方代表律師為
whereas the Purchaser shall be represented by Messrs. _____
雙方各自負責其律師費。印花稅則由買方單獨負責。
Each party shall pay its own legal costs. Stamp duty shall be borne by the Purchaser solely.

賣方悔約
Vendor fails to perform * 6. 如賣方在收取訂金後，不依本合約之條款完成買賣，
Should the Vendor after receiving the initial deposit paid hereunder fail to complete the sale in the
則賣方除須退還買方所付之訂金全數外，
manner herein contained, the Vendor shall immediately compensate the Purchaser with a refund of
並須以同等數目之金額賠償予買方，
the initial deposit together with a sum equivalent to the amount of the initial deposit as liquidated
另賣方須負責繳付 / 退還本合約之釐印費 (如有)，
damages and the reimbursement / payment (as the case may be) of stamp duty of this Agreement,
惟買方不得再向賣方追究任何責任，包括其他賠償或特定履行。
and the Purchaser shall not take any further action to claim for damages or to enforce specific performance.

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，
Should the Purchaser fail to complete the purchase in the manner herein contained, the deposit
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；
shall be forfeited to the Vendor and the Vendor shall then be entitled at his absolute discretion to
買方須負責繳付本合約之釐印費，
sell the said Premises to anyone he thinks fit. The Purchaser shall be liable to pay the stamp duty
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。
of this Agreement and the Vendor shall not sue the Purchaser for any liabilities and / or damages or to enforce specific
performance.

代理佣金
Agent's commission 8. 基於代理在促成該物業買賣中所提供之服務，代理有權向買賣雙方收取佣金。
In consideration of the services rendered by the Agent, the Agent shall be entitled to receive commission from both the Vendor and the Purchaser.
向賣方收取 %之成交價即港幣
From the Vendor to receive 1 % of Purchase price HK\$ 760,000⁰⁰
及向買方收取 %之成交價即港幣
and from the Purchaser to receive 0.5 % of Purchase price HK\$ 380,000⁰⁰
該等佣金須於成交之時或以前繳付，即
Such commission shall be paid on or before completion date 16/11/2015

代理之賠償
Compensation to Agent 9. a. 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 purchase in the manner herein contained
則悔約的一方須即時付予代理港幣 HK\$
The defaulting party shall compensate at once the Agent HK\$ 1,140,000⁰⁰
作為賠償代理之損失。
as liquidated damages.
b. 如買賣雙方在簽署本合約後未能得代理書面同意下達成協議取消本合約所涉及的交易，買賣雙方將需
In the event that Vendor and the Purchaser shall after the signing of this Agreement agree to cancel the transaction
在交易取消時即時各自負責支付代理根據本合約第 6 條各自所需負責的佣金及費用。
under this Agreement without the prior written consent of the Agent, each of the Vendor and Purchaser shall upon
cancellation of the transaction forthwith be liable to pay the Agent the commission and fees payable by them under
clause 6 of this Agreement.

以現狀出售
As is basis 10. 該物業是以現狀售予買方。
The said premises is sold to the Purchaser on an "as is" basis.

過往談判

Prior negotiations

11. 本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 agreement of the parties hereto.

住宅/非住宅

Residential/
Non-Residential

* 12. 茲證明此項買賣之物業根據印花稅條例第 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.

委任代理

Appointment of
Agent

* 13. 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~~.

個人資料披露

Disclosure of
Personal Data

14. 買賣雙方同意並應允代理可將代理在任何時間獲取、收集之買賣雙方之個人資料(不論是否相關之買賣合約或其它相關文件), 均可透露予及/或被任何一間代理之子公司及/或該公司的附屬公司及/或相聯公司及/或聯營公司及/或與該代理有關之聯營機構及/或任何相關人仕(香港或海外其它地方) (“公司”)以任何方式保存並用作相關之買賣合約用途、市場推廣或提供該公司之所有服務或產品。買賣雙方明白其有權以書面形式致函上述地址向代理的個人資料主任查閱及更正其個人資料。
The Vendor and the Purchaser hereby agree and consent that any personal information relating to the Vendor and Purchaser at any time acquired, collected or subsidiaries, affiliates, companies, organizations, agents, contractors or any other third party associated with the Agent (in Hong Kong or elsewhere)(“the Companies”) in any manner for the purpose of or in connection with this Agreement and/or for the purpose of marketing promotion or providing services/products of all kinds made available by the Companies. The Vendor and the Purchaser are aware of their respective rights to request access to or correct their respective personal information or data by writing to the Data Protection Officer of the Agent at the address as contained herein.

個人擔保

15. 如買方或賣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, 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。
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.

解釋

Interpretation

* 16. 本合約以中/英文本為準。
In case of conflict between the English & Chinese Version of this Agreement, the English Version / ~~Chinese Version~~ shall prevail.

時間

Time of Essence

17. 時間為本合約之重要條件。
Time shall in every respect be of the essence in this Agreement.

without all moveable furniture and equipment.

備註

Remarks

18. This premises is to be sold on “as-is” basis partially with vacant possession (area shown as non-coloured pink on the attached tenancy plan) and partially with existing tenancy (area shown as unit B with coloured pink on the attached tenancy plan).

The vendor shall remove the clause 10.10 (c) stated on the existing tenancy agreement between Waylon Limited and Tiger (HK) company Ltd. dated on 20th Aug 2014 before the completion day on 16/11/2015. Otherwise, the purchaser shall have the right to terminate the transaction and get back all the deposit paid. ()*

For and on behalf of
Waylon Limited

For and on behalf of

For and on behalf of
FORMAL FOCUS LIMITED

賣方簽署接受

Signed by the Vendor

代理簽署接受

Signed by the Agent

買方簽署接受

Signed by the Purchaser

簽署人姓名 Fung Man Chau Kitty

代理名稱

簽署人姓名 LITE LING YIH

Name of Signatory(ies)

Name of Agent : Daniel Mok

Name of Signatory(ies)

身份証或商業登記証號碼

牌照號碼

身份証或商業登記証號碼

HKID / BR. No.: D507864(5)

Licence No.: E-289498

HKID / BR. No.: E627

茲收到買方臨時訂金港幣
Received from the Purchaser the initial deposit in the sum of HK\$ 3,800,000.00 only.

支票號碼

(Cheque No. 237258)

銀行

bank *For and on behalf of*
Waylon Limited

19. 此合約為必買必賣。若賣方能夠履行條款(18), 買賣相雙方需依據合約之條款完成買賣。 K. R.

賣方簽收

Acknowledge Receipt by Vendor: _____
Authorized Signature(s)

*刪去不適用者

To be deleted where inapplicable

~~* The vendor shall not take any responsibility for the paid stamp duty and agent's commission if the transaction terminated. K. R.~~



註冊摘要編號 Memorial No.:
15100601870070

本文書於2015年10月6日在土地註冊處
以上述註冊摘要編號註冊。
This instrument was registered in the
Land Registry by the above Memorial
No. on 06 October 2015.

署理土地註冊處處長
Acting Land Registrar

001506

FORMAL FOCUS LIMITED
for and on behalf of

.....
A/.....

EV, LAI & LI

86047 01