

臨時買賣合約  
Preliminary Sale & Purchase Agreement

賣方 本合約訂於 21 June 2021 合約之一方為 KNT International Holdings Limited  
THIS AGREEMENT is made on the 21 June 2021 BETWEEN

(持有商業登記號碼) 60112364-000-07-20-A 地址在  
(holder of Business Registration No. of

30/F, EW International Tower, 120 Texaco Road, Tsuen Wan, New Territories, Hong Kong (以下稱為“賣方”)  
(hereinafter called “the Vendor”)

買方 合約第二方為 1949 Company Limited  
of the first part and

(持有\*香港身份證號碼 / 商業登記號碼) 62739730-000-02-21-0 地址在 Flat C&D, 7/F, Fou Wah  
(holder of \*Hong Kong Identity No./Business Registration No. of

Industrial Building, 10-16 Pun Shan Street, Tsuen Wan, Hong Kong (以下稱為“買方”)  
(hereinafter called “the Purchaser”)

經紀 合約第三方為 [ ] 有限公司 (持牌地產代理公司牌照號碼 [ ] )  
of the second part and [ ] LIMITED (Licensed Estate Agency Company Licence No. [ ] )  
註冊地址在香港 [ ] (以下稱為“經紀”)  
whose registered office is situated at [ ] 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 1. 賣買雙方須以下列條款通過經紀出售及購入位於 Workshop no.3 on 2nd Floor and Flat Roof no.3 adjacent thereto,  
The Vendor shall sell and the Purchaser shall purchase all that Workshop no.3 on 17th Floor, EW International Tower, No. 120  
Texaco Road, Tsuen Wan, New Territories, Hong Kong

成交價及付款方法 (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.  
2. 該樓宇之樓價為港幣 買方須按下述方式付款  
The purchase price of the said premises shall be HK\$23,000,000 which shall be paid by the Purchaser to the Vendor in the manner as follows:  
(a) 港幣 500,000 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) 港幣 1,800,000 須於 20 September 2021 或之前付清作為加付訂金 shall be paid on or before 20 September 2021 as further deposit.  
(c) 港幣 20,700,000 須於買賣完成時付清作為樓價餘款而買方須在 年 月 日或之前完成 shall be paid upon completion on or before 31 October 2021 as balance of purchase price.

簽署正式合約日期 3. 正式買賣合約須於 20 September 2021 或以前簽妥  
Formal Agreement for Sale and Purchase of the said premises shall be signed on or before 20 September 2021

物業是否交吉出售 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一起購入該樓宇。  
\*Upon completion, the Vendor shall deliver vacant possession of the said premises to the Purchaser / The Purchaser agrees to purchase the said  
\*賣方現於本合約上附上現有租約之副本  
premises subject to the existing tenancies. \* The Vendor enclosed herewith copies of the existing tenancy agreements.

現狀出售 5. 該樓宇是以現狀售予買方  
The said premises is sold to the Purchaser on “as is” basis.

非住宅 6. 該樓宇是《印花稅務條例》第117章29A(1)條所指之非住宅物業  
The said premises is non-residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance Cap. 117.

買方悔約 7. 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賣方沒收，而賣方有權再將該樓宇  
Should the Purchaser fail to complete the purchase in the manner herein contained the deposits paid hereunder or otherwise shall be forfeited to the Vendor and the Vendor shall  
出售予任何人，惟賣方不可再為此而向買方進一步追究責任或要求賠償損失  
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 caused by  
the Purchaser's default of this Agreement.

賣方悔約 8. 如賣方在收取訂金後不依合約條款將該樓宇售予買方，則賣方除須退還所有買方已付之訂金外，並須以同等  
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  
數目之金額賠償買方，以彌補買方之損失，惟買方不可要求進一步賠償逼使賣方履行此合約  
Purchaser with a sum equivalent to the amount of the deposit as liquidated damages together with the refund of the deposit and the Purchaser shall not take any further  
action to claim for damages or to enforce specific performance.

訂金託管 9. 所有買方支付的訂金須交予賣方其代表律師作為中間人託管，賣方其代表律師有權把該些訂金支付予原賣方  
All deposits payable by the Purchaser shall be paid to the Vendor's solicitor as stakeholder who is entitled to release the same to the Head Vendor.

印花稅 10. 雙方同意從價印花稅及額外印花稅(如有)均由買方支付。然而，悔約之一方須負責繳付有關之  
Both parties agree that ad valorem stamp duty and Special Stamp Duty (if any) shall be paid by the Purchaser. However, the defaulting party  
從價印花稅、額外印花稅及買家印花稅(如有)  
shall be responsible for the payment of the relevant ad valorem stamp duty, the Special Stamp Duty and Buyer's Stamp Duty (if any)

分別委 11. 買賣雙方同意分別委託其代表律師，雙方各自負責支付其律師費。 The Vendor and the Purchaser agree that  
託律師 they shall separately appoint their own solicitors. Each party shall pay his own legal costs.

附加條款 12. 本合約各方同意受到下列附加條款約束：  
The parties hereto hereby agree to be bound by the following additional terms:  
The current tenancy agreement for Workshop no. 3 on 17th Floor, EW International Tower will expire on 31 July 2021. The Vendor will not renew the tenancy agreement nor grant a new tenancy for Workshop no. 3 on 17th Floor unless the Vendor has obtained express written consent from the Purchaser to do so before Completion.  
All tenancy deposits held by the Vendor shall be paid in full and without deduction to the Purchaser on Completion.

承諾及協議 13. 本合約取代任何過往之三方在談判中的聲稱、理解、承諾與及協議。  
This Agreement supersedes all prior negotiations, representation, understanding and agreements of the parties hereto.

14. 如英文版及中文版本有抵觸或不一致之處時，以英文版為準  
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

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

經紀簽署  
SIGNED BY THE AGENT  
For and on behalf of  
[ ] 有限公司  
[ ] LIMITED

For and on behalf of  
KNT INTERNATIONAL HOLDINGS LIMITED  
嘉藝國際控股有限公司  
Authorized Signature(s)

姓名 Name: Chong Sik  
身份證號碼 HKID No. H016727(6)

For and on behalf of  
1949 COMPANY LIMITED  
一九四九有限公司  
Authorized Signature(s)

姓名 Name: Ng Yu Wang  
身份證號碼 HKID No. Z219859(3)

姓名 Name:  
牌照號碼 Licence No.

茲收到上述規定之臨時訂金  
RECEIVED the above mentioned sum  
港幣  
HK\$500,000  
being the initial deposit hereinbefore mentioned

For and on behalf of  
KNT INTERNATIONAL HOLDINGS LIMITED  
嘉藝國際控股有限公司  
Authorized Signature(s)

見證人  
WITNESS:

現金 / 支票號碼  
Cash / Cheque No. 688419

銀行  
(Bank: Hang Seng Bank)

\*請將不適用刪去  
Delete, if inappropriate

賣方簽署  
SIGNED BY THE VENDOR  
For and on behalf of  
KNT INTERNATIONAL HOLDINGS LIMITED  
嘉藝國際控股有限公司  
Authorized Signature(s)

買方簽署  
SIGNED BY THE PURCHASER  
For and on behalf of  
1949 COMPANY LIMITED  
一九四九有限公司  
Authorized Signature(s)

經紀簽署  
SIGNED BY THE AGENT