

J. Kan & Co.

Dated the \_\_\_\_\_ day of November 2007.

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AGREEMENT FOR SALE AND PURCHASE

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TONY KAN & CO.  
SOLICITORS & NOTARIES,  
SUITE 1408, 14<sup>th</sup> FLOOR,  
77 DES VOEUX ROAD CENTRAL,  
HONG KONG

Our Ref : CCW-my/C07-08376/CCW



of and in the station complex erected thereunder and thereon for use as part of the Mass Transit Railway and a Commercial development erected thereon now known as "Admiralty Centre (海富中心)" TOGETHER with the sole and exclusive right and privilege to hold use occupy and enjoy ALL THAT OFFICE NO. 1102 on the ELEVENTH FLOOR of TOWER 1 of ADMIRALY CENTRE (海富中心).

#### THE SECOND SCHEDULE

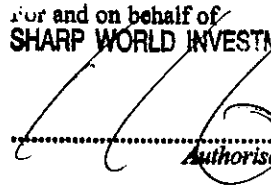
Information included for the purposes of Section 29B(1) of the Stamp Duty Ordinance (Cap.117):-

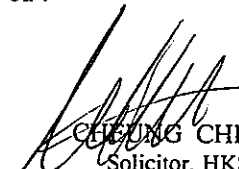
- 1) Vendor's name and address : See page 1.
- 2) Purchaser's name and address : See page 1.
- 3) Vendor's identification number/business registration number: See page 1.
- 4) Purchaser's Identification number/business registration number: See page 1.
- 5) Description and location of the Property : See The First Schedule.
- 6) The Property is non-residential property within the meanings of Section 29A(1) of the Stamp Duty Ordinance (Cap.117).
- 7) The date of this Agreement : See Page 1.
- 8) The date of any preceding unwritten sale agreement or agreement for sale made between the same parties and on the same terms :-  
8<sup>th</sup> October 2007
- 9) The parties hereto have agreed that the Completion Date (29<sup>th</sup> February 2008) as the agreed date for a conveyance on sale/Assignment pursuant to this Agreement.
- 10) There is an agreed consideration for the conveyance on sale/Assignment that is to, or may, take place pursuant to this Agreement and the amount or value of the consideration is stated in Clause 1 hereof.
- 11) Amount or value of any other consideration which each person executing this Agreement knows has been paid or given, or has been agreed to be paid or given, to any person for or in connection with the agreement for sale or any conveyance on sale pursuant to that agreement (excluding legal expenses and estate agent's commission) :- Nil

IN WITNESS the hands of the said parties hereto the day and year first above written.

SIGNED by WONG CHUNG TAK, its )  
director ===== )  
for and on behalf of the Vendor in the )  
presence of: - )

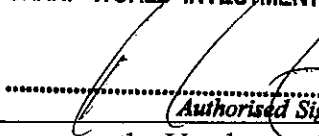
For and on behalf of  
SHARP WORLD INVESTMENTS LIMITED

  
.....  
*Authorised Signature(s)*

  
CHEUNG CHI WAH  
Solicitor, HKSAR  
Tony Kan & Co., Solicitors & Notaries

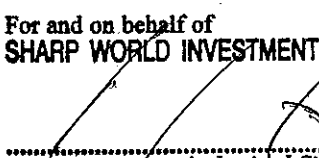
RECEIVED on or before the day and year first above written )  
of and from the Purchaser the Initial Deposit of HONG KONG )  
DOLLARS TWO MILLION FIVE HUNDRED AND FIFTY )  
THOUSAND ONLY ) HK\$2,550,000.00

For and on behalf of  
SHARP WORLD INVESTMENTS LIMITED

  
.....  
*Authorised Signature(s)*  
the Vendor

RECEIVED on or before the day and year first above written )  
of and from the Purchaser the Further Deposit of HONG KONG )  
DOLLARS TWO MILLION SIX HUNDRED SEVENTY FOUR )  
THOUSAND AND EIGHT HUNDRED ONLY ) HK\$2,674,800.00


For and on behalf of  
SHARP WORLD INVESTMENTS LIMITED

  
.....  
*Authorised Signature(s)*  
the Vendor

SIGNED by *Soemadi Amir also known*)  
*as Luan Siang Liang, its director* )  
for and on behalf of the Purchaser in )  
the presence of : - )



**JOSEPH K. W. NG**  
Clerk to Messrs. Lovells  
Solicitors, Hong Kong SAR

For and on behalf of  
**EVERICH CENTURY LIMITED**  
恒利世紀有限公司  
  
.....  
Authorized Signature(s)

I hereby verify the signature of  
Joseph K. W. Ng



**GLORIA W.F. CHEUNG**  
Solicitor  
Lovells  
Hong Kong SAR



物業臨時買賣合約
PROVISIONAL AGREEMENT FOR SALE AND PURCHASE

此合約訂於 This AGREEMENT is made on October 8, 2007.
賣方 Vendor: Sharp World Investments Limited
買方 Purchaser: Everich Century Limited
代理 Agent: MIDLAND REALTY (COMM.) LTD.

合約三方茲同意買賣條款如下:
NOW IT IS HEREBY AGREED as follows:-

1. 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 hereincontained, all that
Office no 1102 on 11th Floor of Tower 1, Admiralty Centre, No. 18 Harcourt Rd, Hong Kong (See attached floor plan)

2. 該物業之成交價為港幣
The Purchase price of the said premises shall be HK\$ 5,100,400.00 / 5,224,800.00
買方須按下述方式付款予賣方
(a) 於簽訂本合約之同時即付臨時訂金港幣
Initial deposit shall be paid upon signing of this Agreement in the sum of HK\$ 255,000.00
(b) 於簽署正式買賣合約之時或以前, 即
Upon signing of the Formal Agreement for Sale and Purchase on or before Oct 17, 2007.
加付訂金港幣
Further deposit shall be paid in the sum of HK\$ 255,000.00 / 2,674,800.00
(c) 再付訂金餘款於
Further deposit shall be paid on or before
即港幣
in the sum of HK\$

(d) 於完成交易之時或以前, 即
Balance of purchase price shall be paid upon completion on or before Feb 29, 2008
並在賣方之代表律師行付清樓價餘款港幣
at Vendor's solicitors in the sum of HK\$ 4,702,300.00
上述 (a) 及 (b) 及 (c) 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,
The deposits payable under (a) and (b) and (c) above shall be paid to the Vendor's solicitors as stakeholders who may release the
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。
same to the Vendor provided that the balance of the purchase price is sufficient to discharge the existing legal charge / mortgage.

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.

4. 買賣完成時, 賣方須將該物業交予買方, 另請看備註第一點;
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。 (Tenancy Agreement 39,744 (exclud) until
The Purchaser agrees to purchase the said premises subject to the existing tenancy.
Jun 30, 2009.

5. 賣方是以確認人身份售出該物業。
The Vendor is selling as confirmor.

6. 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 Tony Kan & Co.
而買方之代表律師為 Lovells.
雙方各自負責其律師費。 除第 8 條所規定外, 印花稅則由買方單獨負責。
Each party shall pay its own legal costs. Subject to clause 8 hereof, all stamp duty shall be borne by the Purchaser solely.

7. 如買方未能履行本合約之條款完成買賣, 賣方除將買方已付之臨時訂金沒收外,
Should the Purchaser fail to complete the purchase in the manner herein contained, the initial deposit shall be forfeited to the Vendor
並有權將該物業再行售予他人,
and the Vendor shall then be entitled at his absolute discretion to sell the said premises to anyone he thinks fit and the Vendor shall not
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。
except the Purchaser for any liabilities and / or damages or to enforce specific performance.

8. 如賣方在收取臨時訂金後，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 manner herein contained, the Purchaser shall immediately compensate the Purchaser with a refund of the initial deposit together with a sum equivalent to the amount of the initial deposit as liquidated damages and the reimbursement / payment (as the case may be) of stamp duty of the said premises and the Purchaser shall not take any further action to claim for damages or to enforce specific performance.

代理佣金 Agent's commission

9a. 基於代理在促成該物業買賣中所提供之服務，代理有權向賣方收取港幣... 並向買方收取... from the Vendor and... from the Purchaser as commission (respectively the "Vendor Commission" and "the Purchaser Commission").

代理之賠償 Compensation to Agent

9b. 賣方佣金及買方佣金之繳付不得遲於... February 29, 2008... The Vendor Commission and the Purchaser Commission shall be paid not later than... 10a. 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，則悔約之一方須即時付予代理... 作為賠償代理之損失.

以現狀出售 As is basis

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

呈往談判 Prior negotiations

12. 此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 agreements of the parties hereto.

住宅 / 非住宅 Residential / Non-Residential

\*13. 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.

專價值 Certificate of value

14. 茲證明此項買賣並非另一或另一組買賣之一部份。 It is hereby certified that the transaction hereby affected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value of the consideration exceeds HK\$ 5,000,000.00 5,000,000.00

委任代理 Appointment of Agent

\*15. 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

16. 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... 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 otherwise held by the Agent (whether relating to this Agreement or otherwise) may from time to time be disclosed to and retained and/or used by all or any of its 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.

解釋 Interpretation

17. 此合約以中 / 英文本為準。 This Agreement should be interpreted in its Chinese / English version in case of ambiguities.

備註 Remarks

業主與客戶正在洽談租務事宜，條件如下：(1102B 每月租金 \$5884 (不含) 租約由 2008 年 10 月 15 日至 2009 年 10 月 14 日止，合加兩年生約，租期由 2008 年 10 月 15 日至 2009 年 11 月 14 日止，若於成交當日 1102B 是吉房，業主須將 1102B 之所有物業權轉交給買方，不得有任何扣減。 Remarks: 19. 此物業現分為兩個單位出租，分別為 1102A 租約至 2008 年 10 月 30 日，租金 139744 (全月)；於成交當日，單位 1102A 租約至 2008 年 10 月 30 日，租金 139744 (全月)；於成交當日，單位 1102A 租約至 2008 年 10 月 30 日，租金 139744 (全月)。

買方及賣方之通知 Notice to the Purchaser and the Vendor

除本合約內所載列之事項外，任何代理之低於分行經理職級之職員均無權代表代理作出任何承諾、保證或陳述。 Save And Except those mentioned in this Agreement, any staff of the Agent ranking below branch manager has no authority to give or make any promise, warranty or representation for and on behalf of the Agent.

For and on behalf of SHARP WORLD INVESTMENTS LIMITED

For and on behalf of 美聯物業代理 (商業) 有限公司 MIDLAND REALTY (COMM.) LTD.

EVERICH CENTURY LIMITED 直利世紀有限公司

Authorized Signature(s)

Authorized Signature(s)

買方簽署接受 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 Name of Signatory(ies)

代理姓名 Name of Agent

簽署人姓名 Name of Signatory(ies)

身份證號碼 I. D. No.(s)

牌照號碼 Licence No.(s)

身份證號碼 I. D. No.(s)

該收到買方臨時訂金港幣

元 (現金 / 支票號碼

銀行))

Received from the Purchaser the initial deposit of

SHARP WORLD INVESTMENTS LIMITED of Public Bank Bank in the sum of HK\$ 2,550,000.00 only.

買方簽收 Acknowledge Receipt by the Vendor



美聯工商舖集團將於客戶支付之經紀佣金中，抽取部份撥捐美聯慈善基金會作慈善捐款。惠澤社會，締造奇蹟。多謝！ Part of the agency commissions paid by our customers will be allocated to Midland Charitable Foundation as charitable donations.

Be a community benefactor - your one gift makes many wonders. Thank you.

刪去不適用者 To be deleted where inapplicable