

**物業臨時買賣合約**  
**PRELIMINARY SALE & PURCHASE AGREEMENT**

此合約訂於

This AGREEMENT is made on the 10<sup>th</sup> day of November 2025

BETWEEN

賣方  
Vendor

\* 合約第一方為

The first party WISE CITY HOLDINGS LIMITED

持有香港身分證 /

(holder of Hong Kong Identity Card No./

商業登記證號碼

Business Registration No. 53434826

地址在

) of. UNIT 603, 6/F, TOWER 1, ADMIRALTY CENTRE,

NO. 18 HARCOURT ROAD, HONG KONG

以下稱“賣方”

(hereinafter called "the Vendor"); and

買方  
Purchaser

\* 合約第二方為

The second party THING ON FINANCIAL GROUP LIMITED

持有香港身分證 /

(holder of Hong Kong Identity Card No./

商業登記證號碼

Business Registration No. 68890334

地址在

) of. 17/F, BANK OF EAST ASIA HARBOUR VIEW CENTRE,

56 GLOUCESTER ROAD, WANCHAI, HK

以下稱“買方”

(hereinafter called "the Purchaser"); and

代理  
Agent

\* 合約第三方為

The third party TWENTY EIGHT CONSULTANCY LIMITED

持有香港身分證 /

(holder of Hong Kong Identity Card No./

商業登記證號碼

Business Registration No. 71594919

及持有地產代理(公司)牌照號碼

and holder of Estate Agent (Company) Licence No. C-085437

註冊地址在

of UNIT 603 TOWER 1 ADMIRALTY CENTRE NO. 18 HARCOURT ROAD ADMIRALTY HK

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

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 herein contained, all that

G/F, NO. 18 YIU WA STREET, HONG KONG

以下稱“該物業”

(hereinafter called "the said premises").

成交價及付款方式  
Consideration and Payment

2. 該物業之成交價為港幣

The Purchase Price of the said premises shall be HK\$

14,975,000.00

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:-

(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\$

748,750.00

(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

17 November 2025

加付訂金港幣

Further Deposit shall be paid in the sum of HK\$

748,750.00

(c) 再付訂金餘款於

further deposit shall be paid on or before

N/A

(d) 於完成交易之時或以前, 即

Balance of purchase price shall be paid upon completion on or before

12 December 2025

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\$

13,477,500.00

成交日期  
Completion Date

\* 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 deposit 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.

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人。

The said premises is to be sold to the Purchaser or its nominee(s), sub-purchaser(s) free 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.

確認人  
Selling as Confirmer

\* 5. 賣方是以確認人身份售出該物業。

The Vendor is selling as confirmor.

以現狀出售  
As-is Basis

6. 該物業是以現狀售予買方。

The said premises is sold to the Purchaser on an "as-is" basis.

委任代理  
Appointment of Agent

\* 7. 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.

住宅 / 非住宅 Residential / Non-Residential	* 8. 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.
代表律師及印花稅 Solicitors and stamp duty	9. 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 <u>Tam &amp; Associates</u> 而買方之代表律師為 whereas the Purchaser shall be represented by Messrs <u>Tony Kan &amp; Co. Solicitors &amp; Notaries</u> 雙方各自負責其律師費。除第11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 11 hereof, all stamp duty shall be borne by the Purchaser solely.
代理佣金 Agent's commission	10a. 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 In consideration of the services rendered by the Agent, the Agent shall be entitled to receive HK\$ <u>N/A</u> 並向買方收取港幣 <u>300,000.00</u> 作為佣金。(分別為“賣方佣金”及“買方佣金”) from the Vendor and HK\$ <u>300,000.00</u> from the Purchaser as commission (respectively "the Vendor Commission" and "the Purchaser Commission").
代理之賠償 Compensation to Agent	10b. 賣方佣金及買方佣金之繳付不得遲於 The Vendor Commission and the Purchaser Commission shall be paid not later than <u>COMPLETION</u>  11a. <del>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，則悔約的一方須即時付予代理</del> <del>If in any case either the Vendor or the Purchaser fails to complete the sale or purchase in the manner herein contained, the defaulting</del> <del>港幣</del> <u>N/A</u> <del>作為賠償代理之損失。</del> <del>party shall compensate HK\$</del> <u>N/A</u> <del>no agreed damages.</del>  11b. <del>如買賣雙方在簽署本合約後未得代理書面同意下達成協議取消本合約所涉及之交易，買賣雙方將需</del> <del>在交易取消時即時各自負責支付代理根據本合約第十三條各自所需</del> <del>負責的佣金及費用。</del> <del>In the event that Vendor and the Purchaser shall after the signing of this Agreement agree to cancel the transaction under this Agreement without the prior written consent of the</del> <del>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 12 of</del> <del>this Agreement.</del>
個人擔保 Personal Guarantee	12. <del>如賣方或買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。</del> <del>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)</del> <del>who signed this Agreement on behalf of the limited company shall be personally liable for all commission or liquidated damages due to the Agent.</del>
個人資料披露 Disclosure of Personal Data	13. 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他相關文件)，均可透露予及 / 或被任何一間代理之公司 及 / 或該公司的附屬公司及 / 或相聯公司及 / 或聯營公司及或與代理有關連之聯營機構及 / 或任何相關人士(香港或海外其他地方) (“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 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. 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.
解釋 Interpretation	* 14. 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	15. <u>For the avoidance of doubt, the Purchaser shall undertake to indemnify the Vendor against the liability to refund the rental deposit</u> <u>to the tenant of the existing tenancy, notwithstanding that the Vendor shall be entitled to retain the same upon completion and shall</u> <u>not be required to transfer the same to the Purchaser upon completion. The Vendor has provided a copy of the Tenancy</u> <u>Agreement to the Purchaser.</u>
過往談判 Prior negotiations	16. 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.

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 an on behalf of  
WISE CITY HOLDINGS LIMITED

WISE CITY HOLDINGS LIMITED

經紀簽署  
SIGNED BY THE AGENT

For an on behalf of  
TWENTY EIGHT CONSULTANCY LIMITED

二十八年有限公司

買方簽署  
SIGNED BY THE PURCHASER

For and on behalf of  
THING ON Financial Group Limited  
THING ON FINANCIAL GROUP LIMITED

信安金融集團有限公司

姓名 Name Chan Man Fai Joe

身分證號碼 HKID No. D316435(8)

茲收到上述規定之訂金  
RECEIVED the above mentioned sum  
港幣  
HK\$748,750.00  
being the deposit hereinbefore mentioned

賣方簽收  
Acknowledge Receipt by the Vendor

Authorized Signature(s)

姓名 Name WONG CHO KI KIRSTY

牌照號碼 Licence No. E-395939

現金 / 支票號碼

Cash / Cheque (No. 343250)

(Bank: Hang Seng Bank)

Authorized Signature(s)

姓名 Name WONG FUNG HING

身分證號碼 HKID No. D603739(A)

\* 刪去不適用者  
To be deleted where inapplicable.