



- 買方悔約  
Purchaser fails to perform
- 賣方悔約  
Vendor fails to perform
- 代理佣金  
Agent's commission
- 佣金賠償  
Compensation of Commission
- 以現狀出售  
As is basis
- 完整合約  
Entire agreement
- 住宅 / 非住宅  
Residential / Non-residential
- 總價值  
Certificate of Value
- 委任代理  
Appointment of Agent
- 授權人責任  
Liabilities
- 第三者權利  
Rights of Third Parties
- 時間  
Time of Essence
- 解釋  
Interpretation
- 備註  
Remarks
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訂金沒收外，並有權將該物業再行出售予他人。賣方不可再為此向買方追究任何責任或要求任何賠償或強制執行本合約。  
Should the Purchaser fail to complete the purchase in the manner herein contained, the initial deposit shall be forfeited to the Vendor 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 sue the Purchaser for any liabilities and/or damages or enforce specific performance of this Agreement.
- \*8. 如賣方在收取訂金後，不依本合約之條款完成買賣，則賣方除須退還買方所付之訂金全數外，並須以同等數目之金額賠償予買方，另負責繳付/償付本合約之印花稅，買方不得再向賣方追究任何責任，包括其他賠償或強制執行本合約。  
Should the Vendor after receiving the initial deposit paid hereunder fail to complete the sale in the manner herein contained, the Vendor 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 \*reimburse / pay (as the case may be) stamp duty payable on this Agreement and the Purchaser shall not take any further action to claim for further damages or to enforce specific performance of this Agreement.
- 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\_\_\_\_\_元  
In consideration of the services rendered by the Agent, the Agent shall be entitled to receive equivalent to \_\_\_\_\_ % of the Purchase Price 及向買方收取港幣\_\_\_\_\_元作為佣金，該等佣金之繳付不得遲於\_\_\_\_\_。  
from the Vendor and equivalent to 0.9 % of the Purchase Price from the Purchaser as commission. Such Commission shall be paid on or before Completion.
- b. 賣方在此不可撤銷地授權其律師在該物業之成交日於該物業之樓價餘款中扣除賣方應付之佣金並支付該佣金予代理。  
The Vendor hereby irrevocably authorizes his Solicitors to deduct from the balance of the purchase price upon completion a sum equivalent to the amount of the commission payable by the Vendor to the Agent herein and to pay the same as the said commission to the Agent upon completion of the sale and purchase of the said Premises.
- 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，則悔約的一方須即時付予代理港幣\_\_\_\_\_元，作為賠償代理之損失。悔約一方除了履行本條所規定的義務外，仍須履行本合約第7及第8條所規定的義務。  
Unless due to title defect, if in any case either the Vendor or the Purchaser fails to complete the sale or purchase in the manner herein contained, the defaulting party shall compensate at once the Agent equivalent to 2% of the Purchase Price as liquidated damages. The obligations set out in this clause 10 are in addition to the obligations set out in clause 7 and 8 of this Agreement.
- b. 如果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買賣該物業的交易，買賣雙方須在交易取消時即時根據本合約第9條的規定，分別向代理支付各自的代理佣金。  
In the event that the Vendor and the Purchaser shall after signing of this Agreement agree to cancel the sale and purchase of the said Premises, both parties shall forthwith be liable to pay the Agent their respective agency commissions as mentioned in clause 9 above in any event.
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.
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, representations, understanding and agreements of the parties hereto.
- \*13. 茲證明此項買賣之物業根據《印花稅條例》(第117章)第29A(1)條之定義乃\*住宅/非住宅物業。  
It is hereby certified that the transaction hereby affected relates to \*residential / non-residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance Cap. 117.
14. 茲證明此項買賣並非另一或另一組買賣之一部份，而該買賣或該組買賣之成交價或合共成交價不超於港幣\_\_\_\_\_元。  
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\$48,367,000
- \*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 Agents is the Agent \*for both the Vendor and the Purchaser / for the Vendor only / for the Purchaser only.
16. 如本合約由賣方或買方的代理人或授權人簽署，則代理人或授權人須個人承擔本合約之所有責任。  
Should the signatory be an agent(s) or attorney(s) of the Vendor/Purchaser, the agent(s) or attorney(s) shall be personally liable for all the liabilities arising from this Agreement.
17. 《合約(第三者權利)條例》(第623章)的條文在此協議及/或任何依據此協議而簽立的文件中豁除。  
The provisions of the Contract (Right of Third Parties) Ordinance (Cap. 623) are hereby expressly excluded from this Agreement and/ or any other documents executed pursuant thereto.
18. 時間為本合約的重要條件。  
Time shall in every respect be of the essence in this Agreement.
19. 倘若本合約的中文文本與英文文本有差異，則此合約以英文為準。  
This Agreement should be interpreted in its English version in case of ambiguities.
20. Rider forms part of this Provisional Agreement for Sale and Purchase. In case of conflict or inconsistency between provisions in this Provisional Agreement and in the Rider, the provisions in the Rider shall prevail.

各方簽署接受:  
Signed and accepted by all the parties

For and on behalf of  
第一太平戴維斯(香港)有限公司  
SAVILLS (HONG KONG) LIMITED

For and on behalf of  
威勇有限公司  
WISE BRAVE LIMITED

Authorized Signature(s)

賣方 Vendor

簽署人姓名:

Name of Signatory:

香港身份證號碼:

HKID. No.:

CHAN MAN PAI JOE  
D316435(B)

代理 Agent

簽署人姓名:

Name of Signatory:

牌照號碼

Licence No.:

CHRISTY TSE  
E-387663

買方 Purchaser

簽署人姓名:

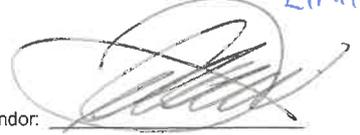
Name of Signatory:

香港身份證號碼:

HKID. No.:

STEPHEN  
MOK MAN CHEUNG  
E304840 (7)

For and on behalf of  
ETERNAL GREAT DEVELOPMENT  
LIMITED



茲收到買方臨時訂金港幣  
Received from the Purchaser the initial deposit in the sum of HK\$ 2,410,000 ✓

(支票號碼  
(Cheque no. 992538 銀行  
(Bank) HSBC )

\*刪去不適用者  
\*To be deleted where appropriate

賣方簽收:  
Signed by the Vendor: \_\_\_\_\_  
簽署人姓名:  
Name of Signatory: CHAN MAN FAI JOE  
香港身份證號碼:  
HKID. No. D316435(8)

**SUPPLEMENTAL AGREEMENT**

Premises: OFFICE AND ANCILLARY AREAS ON 20<sup>th</sup> FLOOR SILVER FORTUNE PLAZA, NO.1 WELLINGTON STREET, HONG KONG

**PARTIES HERETO AGREED THAT** the following terms and conditions shall be supplemental to a Provisional Agreement for Sale and Purchase No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_ 2025 in respect of the Property.

1. The said Premises is sold on an 'as is' basis and the Purchaser accepts the existing physical state, condition, partition and finishes of the said premises. The Purchaser shall be bound to complete the purchase without raising any requisition or objection in this respect or claim for an abatement of the Purchase Price.
2. Notwithstanding the terms and conditions of the Provisional Agreement for Sale and Purchase, subsequent formal Agreement for Sale and Purchase may conflict with the terms and conditions herein contained, the parties hereby agree to be bound by this Supplemental Agreement. It is also declared by the parties that this Supplemental Agreement shall not be superseded by any subsequent instrument and shall remain effective notwithstanding completion.

Agreed and signed by: -

For and on behalf of the Vendor

ETERNAL GREAT DEVELOPMENT LIMITED



Name: CHAN MAN FAI JOE

Capacity:

Date: 4 NOVEMBER 2025

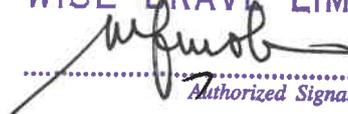
Agreed and signed by:-

For and on behalf of the Purchaser

For and on behalf of

威 勇 有 限 公 司

WISE BRAVE LIMITED



Authorized Signature(s)

Name: MOK MAN CHEUNG

STEPHEN

Capacity:

Date: 4 NOVEMBER 2025

## Provisional Agreement for Sale and Purchase

### **R I D E R**

**Premises:** OFFICE AND ANCILLARY AREAS ON 20<sup>th</sup> FLOOR SILVER FORTUNE PLAZA, NO.1 WELLINGTON STREET, HONG KONG

**Dated:** 4 NOVEMBER 2025

1. Upon signing, this Agreement constitutes a binding sale and purchase agreement of the said premises between the Vendor and the Purchaser. Either the Vendor or the Purchaser shall be entitled to bring an action and obtain a decree for specific performance of this agreement by reason of the breach by the other party to this agreement.
2. The Purchaser hereby declares that the Purchaser is not the Connected Person (as defined by the Listing Rules of HKEX) to the Vendor and it is a condition of this Agreement that if HKEX requests information about the Purchaser to prove the declared statement aforesaid, the Purchaser shall provide documents of proof as reasonably requested by the Vendor without delay.
3. The sale and purchase of the Property shall be subject to the shareholders' approval of Star Group Asia limited (stock code: 1560) and if documentary proof of the said shareholders' approval is not provided to the Purchaser at least 21 days before completion date, the completion shall be postponed to a date which shall be the 21<sup>st</sup> day after the date on which the said documentary proof of the said shareholders' approval is provided to the Purchaser.
4. The Purchaser hereby agrees to lease back the said Premises to the Vendor for a fixed term of 24 months commencing from the Completion Date at a monthly rent of HK\$185,000 (exclusive of government rent, rates and management & air-conditioning charges). A tenancy agreement on such terms and conditions in the form prepared by the Purchaser's solicitors shall be entered into between the Vendor and the Purchaser on or before Completion whereupon the Vendor as Tenant shall pay to the Purchaser as Landlord a rental deposit in the sum of HK\$370,000, the 1<sup>st</sup> month's rent in the sum of HK\$185,000 and his half share of stamp duty payable on the tenancy agreement upon signing thereof.
5. Option to renew: the Vendor as Tenant shall have the right to renew the lease for a further term of 24 months by serving written notice to the Purchaser as Landlord at least 3 months before lease expiration at a mutually agreed market rent but not less than a monthly rent of HK\$185,000.
6. Upon lease expiration or the sooner determination thereof, the Vendor as Tenant shall hand over the Premises to the Purchaser as Landlord on an "As-is" basis with fittings and fixtures. For avoidance, the Vendor as the Tenant shall have no duty of reinstatement upon the expiration of the said lease.
7. Within 21 days from the date of completion, the Vendor shall send to the Purchaser/his solicitors the release/discharge of the Premises duly executed by existing mortgagee bank together with the documentary proof the existing mortgagee bank validly subsisting as at the completion date and the following documents (as applicable).
  - (a) (applicable if the existing mortgagee bank is incorporated in Hong Kong) If the Release/discharge is executed by not in accordance with section 20 of the Conveyancing and Property Ordinance (Cap.219), a certified copy board resolution to appoint the signatory(ies) to execute the said release/discharge and a certified copy of Memorandum and Articles of Association of the existing mortgagee bank for provisions of using the common seal.
  - (b) If the existing mortgagee bank is not a corporation incorporated in Hong Kong and the Release/discharge is not executed by the POA Deeds (hereinafter defined), a certified copy

of board resolution to appoint the signatory(ies) to execute the said release/discharge and a certified copy of Memorandum and Articles of Association of the existing mortgagee bank for the use of common seal (if the said release/discharge is executed under seal) and a legal opinion addressing to the Purchaser confirming the release/discharge is duly validly executed and binding on the existing mortgagee as well as the mortgagee bank is validly subsisting as at the completion date and if the execution of the said release/discharge is made overseas, the same to be duly notarized, authenticated by the Ministry of Foreign Affairs and if applicable, legalized by Taipei Economic and Cultural Office (Hong Kong).

- (c) If the Release/discharge is executed by the attorney(s), provide a certified copy of the Power of Attorney and the Deed(s) of Substitution or Delegation (if applicable) (collectively, the "POA Deeds") duly executed and attested which the said POA Deeds shall be executed by the existing mortgagee bank in accordance with section 20 of CPO (Cap.219) or if not, provide a certified copy of board resolution authorizing such signatory(ies) to execute the POA Deeds. If the execution of the POA Deeds is made overseas, duly notarized, authenticated by the Ministry of Foreign Affairs and if applicable, legalized by Taipei Economic and Cultural Office (Hong Kong). If the existing mortgagee bank is not incorporated in Hong Kong, then the Vendor shall provide a legal opinion addressed to the Vendor's solicitors and the Purchaser's solicitors or the Purchaser confirming the POA Deeds are validly executed and are binding on the existing mortgagee bank, (if the POA Deeds are not executed under common seal) an opinion that the existing mortgagee bank does not have a common seal, as well as the existing mortgagee bank is validly subsisting as at the completion date.
- (d) If the POA Deeds were executed more than 1 year prior to the date of the said release/discharge, a certified copy of written confirmation from the existing mortgagee bank confirming the relevant POA Deeds are valid and have not been revoked at the material time.

We, the undersigned, hereby accept all terms and conditions annexed hereto.

Signed by  
For and on behalf of  
ETERNAL GREAT DEVELOPMENT LIMITED

Signed by  
For and on behalf of  
WISE BRAVE LIMITED

Signed by  
For and on behalf of Savills  
(Hong Kong) Limited



Vendor  
Name: CHEUNG WAI SHUEN  
Capacity:



Purchaser  
Name: MOK MAN CHEUNG STEPHEN  
Capacity:



Agent Name: CHRISTY TSE  
Date: 4 NOVEMBER 2025