



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.: 2-16-129272-0-0-6
文書性質 Nature of Instrument: 買賣協議 Agreement
文書簽立日期 Date of Instrument: 21/09/2015 (日 Day / 月 Month / 年 Year)
代價款額 Consideration: \$2,350,000.00
取得之權益 Interest acquired: 100.00%
物業地址 Property Address: Lot No.2095 in D.D.No.102,
Yuen Long, NT

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

賣方 Vendor(s):

(1) WONG CHANG SANG

買方 Purchaser(s):

(1) KIRAT RAI ASSOCIATION HONG KONG 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.	: 16-2-0248802-5
加蓋印花日期 Date of Stamping	: 10/10/2015 (日 Day / 月 Month / 年 Year)
已付印花稅 Stamp Duty Paid	: \$70,500.00
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 黃權輝
WONG Kuen-fai
Collector of Stamp Revenue

THIS AGREEMENT is made the 21st day of September
Two Thousand and fifteen

BETWEEN

(1) WONG CHANG SANG (黃增生) of Flat B, 4th Floor, Ka On Garden, Ping Shan, Yuen Long, New Territories, Hong Kong ("the Vendor") and

(2) KIRAT RAI ASSOCIATION HONG KONG LIMITED whose registered office is situate at Flat A, No.14 Tai Wai Tsuen, Yuen Long, New Territories, Hong Kong ("the Purchaser").

WHEREBY IT IS AGREED by and between the parties hereto as follows :-

1. The Vendor sells and the Purchaser purchases the land or (as the case may be) all the estate right title interest property claim and demand whatsoever of the Vendor in the land described in the Schedule hereto ("the Property") for the residue of the term of years created by the Government Lease held from the Government of Hong Kong absolutely.

2. The purchase price is HONG KONG DOLLARS TWO MILLION THREE HUNDRED AND FIFTY THOUSAND ONLY (HK\$2,350,000.00).

3. A deposit of HK\$235,000.00 shall be paid by the Purchaser whereof a sum of HK\$122,500.00 has already been paid directly to the Vendor by the Purchaser (receipt of which is hereby acknowledged by the Vendor) and a further sum of

HK\$112,500.00 shall be paid on the signing of this Agreement to the Vendor. The sum of HK\$2,115,000.00 being balance of the purchase price shall be paid on completion as hereinafter stated.

4. Completion shall take place at the office of the Vendor's solicitors Messrs. K.M. Lai & Li or as they may direct on or before the 3rd day of February 2016 (between the hours from 9:30 a.m. to 5:00 p.m. on Monday to Friday excluding Saturdays, Sundays and Public Holidays) when the balance of the purchase money shall be paid in full and the Vendor and all other necessary parties (if any) will execute a proper assurance conveyance or assignment in favour of the Purchaser his nominee or sub-purchaser as the Purchaser shall direct free from incumbrances or subject only as hereinafter appears. Completion shall take place by way of undertaking, subject to the usual Law Society's qualifications, unless either party shall serve on the other party 3 days before the Completion Date a notice in writing requesting formal completion in which case formal completion shall then take place but notwithstanding such formal completion, the Purchaser shall accept the undertaking of Vendor's solicitors to send the Discharge or Reassignment of the Charge or a certified copy of the Partial Re-assignment (as the case may be) to the Purchaser's solicitors subject again to the usual Law Society's qualifications.

5. The Vendor shall assign the Property as Beneficial Owner.

6. Time shall in every respect be of the essence of this Agreement.

7. Vacant possession of the Property shall be given to the Purchaser on completion. The Vendor shall permit the Purchaser or the Purchaser's potential Mortgagee to view the Property upon reasonable prior notice :-

(a) once prior to the Completion Date; and

(b) once upon the Completion Date but prior to completion for the purpose of verifying delivery of vacant possession.

8. The Vendor hereby declares and confirms that no third party (whether related or otherwise) has any right or interest whatsoever whether legal or equitable, in the Property. The Vendor further hereby declares and confirms that the Vendor has the absolute right and interest in the Property and the Property was purchased with the Vendor's own monies and the mortgage loan (if any) was repaid by the Vendor with the Vendor's own monies. In the event of any third party establishing a valid claim to the Property or any part thereof, whether legal or equitable before completion, the Vendor shall forthwith return the deposit paid herein to the Purchaser and without prejudice to the Purchaser's right to claim against the

Vendor for all losses and damages sustained by the Purchaser by reason of the existence of such third party interest or right and/or the Vendor's failure and/or inability to complete the sale in accordance with the terms hereof and it shall not be necessary for the Purchaser to tender the Assignment to the Vendor for execution.

9. For the purpose of enabling the Purchaser to approve and raise requisition or objection in respect of the title to the Property the Purchaser shall accept (save and except those title deeds and documents related exclusively to the Property)

(i) production of photocopies of the title deeds or documents of title of the Property to which the Purchaser is entitled in law together with

(ii) an undertaking from the Vendor's solicitors to forthwith apply for and deliver certified copies thereof to the Purchaser's solicitors within reasonable time but in any event not later than 30 days of completion

as sufficient production and delivery of such title deeds and documents without requiring for the production and delivery of the same prior to completion. The failure of the Vendor to furnish certified copies of the said title deeds and documents to the Purchaser on or before the date of completion shall not by itself be a ground for delaying or postponing completion by the

Purchaser or be treated as a default or failure of the Vendor to complete the sale and purchase herein.

10. The Vendor shall give title to the property in accordance with Section 13A of the Conveyancing and Property Ordinance (Cap.219). The Vendor shall, in accordance with Section 13 of that Ordinance, prove his title to the Property at the Vendor's own expense and shall at the like expense make and furnish to the Purchaser such certified copies of any deeds or documents of title, wills and matters of public record as may be necessary to prove such title. The costs of verifying the title by inspection and examination, including search fees, shall be borne by the Purchaser who shall also, if the Purchaser requires certified copies of any documents in the Vendor's possession relating to other premises retained by the Vendor as well as to the Property pay the cost of such certified copies.

11. Such of the documents of title as are required for the purpose of giving title to the Property shall be delivered to the Purchaser. All other documents of title in the possession of the Vendor shall be retained by the Vendor who shall, if so required on completion of the sale, give to the Purchaser a covenant for safe custody thereof and for production and delivery of certified copies thereof, such covenant to be prepared by the Purchaser.

12. Any requisition or objection in respect of the title or otherwise arising out of this Agreement shall be delivered in writing to the Vendor's solicitors within seven working days' after the date of receipt of the title deeds by the Purchaser's solicitors otherwise the same shall be considered as waived (in which respect time shall be of the essence of the contract) and further requisition on or objection to the Vendor's reply to any requisition or objection previously raised by the Purchaser shall be raised within seven working days after the date of receipt of such reply (in this respect time shall be of the essence of this Agreement). If the Purchaser shall make and insist on any objection or requisition in respect of the title or otherwise which the Vendor shall be unable or (on the ground of difficulty delay or expense or on any other reasonable ground) unwilling to remove or comply with the Vendor shall notwithstanding any previous negotiation or litigation be at liberty on giving to the Purchaser or his solicitors not less than seven days notice in writing to annul the sale in which case unless the objection or requisition shall have been in the meantime withdrawn the sale shall at the expiration of the notice be annulled the Purchaser being in that event only entitled to a return of the deposit without interest costs or compensation but not any other claim.

13. The Property is sold subject to and with the benefit of the Instruments and Documents (if any) referred to in the said Schedule.

14. This Agreement supersedes all previous agreements, representations or warranties whether express or implied and whether made orally or in writing by or on behalf of the parties hereto.

15. (a) Unless conditions of the contrary or in conflict are expressly provided herein, there are incorporated into this Agreement as if they were herein written the conditions with the exception of condition 10 (Failure of the Purchaser), respectively on the part of the Vendor and the Purchaser set out in Part A of the Second Schedule to the Conveyancing and Property Ordinance Cap.219 and any modification or re-enactment thereof.

(b) If the Purchaser shall fail to comply with any of the term and conditions of this Agreement, the deposit money shall be absolutely forfeited to the Vendor who may sue for liquidated damages in addition or may (without being obliged to tender an assignment to the Purchaser) rescind this Agreement and either retain the Property

the subject of this Agreement or any part or parts thereof or resell the same, either as a whole or in lots, and either by public auction or by private contract, or partly by the one and partly by the other, and subject to such conditions and stipulations as to title or otherwise as the Vendor may think fit.

- (c) Any deficiency arising from such resale and all expenses attending the same shall be made good and paid by the Purchaser as and for liquidated damages, and any increase in price realized by any such resale shall belong to the Vendor.
- (d) This clause shall not preclude or be deemed to preclude the Vendor from taking other steps or remedies to enforce the Vendor's rights under this Agreement or otherwise. On the exercise of the Vendor's right of rescission under this Agreement the Vendor shall have the right, if this Agreement shall have been registered in the Land Registry, to register at the Land Registry as instrument to rescind the sale of the Property.
- (e) This clause shall not prevent the Vendor from recovering, in addition to liquidated damages,

damages representing interest paid or lost by him
by reason of the Purchaser's failure.

16. Each party shall bear and pay his own solicitors' costs of and incidental to this Agreement and the subsequent Assignment Provided that (i) if the Vendor shall be required to execute more than one deed of assignment the costs of the Vendor's solicitors for approving the additional deed(s) shall be borne and paid by the Purchaser and (ii) if the Purchaser shall sub-sell the Property or any part or parts thereof at a consideration or an aggregate consideration more than the purchase price payable hereunder then the Purchaser shall bear the Vendor's solicitors additional costs for approval of the subsequent Assignment or Assignments at half scale costs based on the greater or aggregate greater consideration.

17. All stamp duties and/or amount(s) payable on this Agreement, the subsequent Assignment and all other relevant instruments and all registration fees shall be borne by the Purchaser and in the event of the consideration stated in this Agreement, the subsequent Assignment and all other relevant instruments not being accepted by the tax authority as representing the true value of the Property and additional stamp duty and/or amount(s) is/are chargeable in accordance with his valuation of the Property, such additional stamp duties and/or amount(s) chargeable shall also be borne by the

Purchaser absolutely and the Purchaser shall indemnify and keep the Vender indemnified in respect of any claim, demand, loss or damages suffered by the Vendor in respect of any non-payment of stamp duties or additional or further stamp duties. The parties hereto hereby declare that they fully understand and acknowledge that the date specified in Clause (H) of the Annexure hereto or if there is no such date, the date of this Agreement (which date will be identified in the Questionnaire Form I.R.S.D. 112E for the stamping of this Agreement and/or the subsequent Assignment of the Property) will be the date upon which the valuation of the Property under Section 27 of the Stamp Duty Ordinance is to be made. The ad valorem stamp duty (charged at both the present rate and the new rate upon the enactment of the Stamp Duty (Amendment) Bill 2013), the buyer's stamp duty and registration fees payable on any preceding agreement and this Agreement and the subsequent agreement(s) and assignment made pursuant to this Agreement shall be borne and paid by the Purchaser within the prescribed time limit absolutely.

18. The Vendor hereby declares that Messrs. K.M. Lai & Li are the Vendor's Agents for the purposes of receiving all monies payable to the Vendor pursuant to this Agreement including the balance of the purchase money upon completion.

19. The Vendor hereby further declares that the payment to such Agents of any deposit, instalments of the purchase

money and the balance thereof (if any) shall be a full and sufficient discharge of the Purchaser's obligations hereunder.

20. The Vendor may revoke the authority of the Agents and appoint another solicitor as an Agent in their place. No such revocation shall be valid unless :-

- (a) it is in writing addressed to the Purchaser; and
- (b) it is delivered to the Purchaser care of the Purchaser's Solicitors at least seven clear days prior to completion; and
- (c) it specifically identifies this Agreement.

21. (i) The Vendor hereby warrants and declares that he has not received any notice under the Government Lands Resumption Ordinance, Cap.124 or the Mass Transit Railway (Land Resumption and Related Provisions) Ordinance, Cap.276 or the Roads (Works, Use and Compensation) Ordinance, Cap.370 or any other form of notice of similar nature affecting the Property and has no knowledge whatsoever whether the Property is included in any lay-out plans (draft or approved) under the Town Planning Ordinance Cap.131. The Vendor hereby undertakes to notify the Purchaser forthwith upon receipt of any of the aforesaid notices or orders.

(ii) The parties agree that if any of the notice or order as mentioned in the aforesaid sub-clause (i) has been issued prior to the date of completion, the Purchaser shall have the option either to rescind this Agreement in which event the deposit or any part payment paid hereunder shall be returned by the Vendor to the Purchaser in full but without any compensation, interest if that return is made within 7 days or costs and neither party shall be entitled to claim against the other and the parties shall at their own costs enter into and cause to be registered at the appropriate government office an Agreement for Cancellation.

22. The Property will be sold on an "as is" or "as it is" basis.

23. The Vendor covenants with the Purchaser that upon and after the signing of this Agreement by the Vendor, the Vendor shall not assign, mortgage, further charge or let, underlet, lease or otherwise dispose of or part with possession or make any arrangement for the sharing of the Property or any part or interest thereof or therein, or cause or permit any encumbrance to be effected on the Property or any part or interest hereof or therein.

24. Any notice required to be given hereunder shall be deemed to have been validly given if addressed to the party to whom the notice is given and sent by ordinary prepaid post to the address of such party above given or to his last known address if a notification of the change of address has previously been given to the other party or his solicitors and shall be deemed to have been served on the expiry of forty eight hours after the date of posting.

25. Immediately after the signing of this Agreement, the Property shall as between the Vendor and the Purchaser be at the Purchaser's risk.

26. In this agreement, unless the context otherwise requires :-

(a) Words importing the singular number only shall include the plural number and vice versa; words importing the masculine gender only shall include the feminine gender and the neuter gender; and words importing persons shall include companies or corporations.

(b) The expression "the Vendor" and/or "the Purchaser" wherever used shall (if the context so permits or requires) in the case of an individual include the person specifically named and his executors administrators and assigns and in the case of a

company or corporation include the company or corporation specifically named and its successors and assigns and in the case of persons holding as tenants in common include the persons specifically named and any of them and their respective executors administrators and assigns and in the case of persons holding as joint tenants include the persons specifically named and the survivors or survivor of them and the executors and administrators of such survivor his or their assigns.

- (c) Where two or more persons are comprised in any of the expressions "the Vendor" or "the Purchaser", the agreements herein contained shall be deemed to be made by such persons jointly and severally.
- (d) The word "day" wherever used in this Agreement shall mean calendar days PROVIDED that when any of the date or dates stipulated for payment herein or if the Completion Date shall otherwise fall on a day which is not a business day (defined as a day (other than Saturdays, Sundays and Public Holidays) on which licensed banks are opened for business in Hong Kong) or shall fall on a day on which typhoon signal No.8 or black

rainstorm signal (or its equivalent or substitute) or above is hoisted in Hong Kong at any time during the business hours such date or dates for payment or the Completion Date (as the case may be) shall automatically be postponed to the next business day.

27. Notwithstanding anything hereinbefore contained the parties hereto further agree as follows :-

(a) In respect of each payment of purchase price or any part thereof required to be made hereunder, the party making such payment ("the Payer") shall deliver to the party to whom such payment is to be made ("the Payee") on the date on which such payment is required to be made hereunder a cashier order issued by a licensed bank in Hong Kong or a cheque of the solicitors concerned in favour of the Payee for the relevant amount.

(b) Where the purchase price or any part thereof is required to be applied by the Payee to discharge an existing mortgage, charge or incumbrance, or to pay any person(s) who will be a party to the assignment on completion of the sale and purchase herein, the Payee or the Payee's solicitors shall be entitled, by giving the Payer or the Payer's

solicitors prior notice in writing, to require the Payer to split such payment and deliver to the Payee's solicitors one or more cashier order(s) or one or more cheques of the solicitors concerned issued in favour of the person(s) or party(ies) entitled to such payment(s) and a separate cashier order or cheque of the Purchaser's solicitors in favour of the Payee for the balance. The provisions of paragraph (a) above shall apply to such cashier orders or cheques of the solicitors concerned.

(c) A Payer shall not be deemed to have discharged the obligation to make payment hereunder unless in making such payment, the Payer also complies with the provisions of this Clause.

(d) Lest confusion may arise by the terminology, the Payer and the Purchaser referred to above may well and most likely be the same and one person as a person may be more desirably described differently in different situations or capacities but not necessarily always so.

28. There are incorporated into this Agreement the clauses as set out in the ANNEXURE hereto which shall form part of this Agreement. Each party hereto hereby warrants and represents to and undertakes with the other that the

informations specified in the Annexure hereto are in all respects accurate insofar as within the knowledge of such party.

29. The Purchaser's solicitors shall deliver the draft Assignment pursuant to this Agreement to the Vendor's solicitors for their approval together with the certified copy(ies) of all agreement(s) for sale which has/have been duly stamped as defined in the Stamp Duty (Amendment) Ordinance 1992 at least one working day prior to completion of the sale and purchase.

30. IT IS HEREBY CERTIFIED that the transaction hereby effected 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\$3,000,000.00.

31. All outgoings shall be discharged by the Vendor up to and inclusive of the actual day of completion, and as from but exclusive of that day all outgoings shall be discharged by the Purchaser. All outgoings shall, if necessary, be apportioned between the Vendor and the Purchaser and paid on completion. Provided that such apportionment account shall be delivered to the Purchaser's Solicitors at least 3 working days before completion.

32. 買家購買 Lot No.2095 in Demarcation District No.102 連 Advisory Letter No.13070900810025 購買, 買家不得有任何異議.

A N N E X U R E

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

- (A) The Vendor's name and address : see page 1.
- (B) The Purchaser's name and address : see page 1.
- (C) (i) The Vendor's Identification No. : see signing page.
(ii) The Vendor's Business Registration No. :- N/A
- (D) (i) The Purchaser's Identification No.: N/A.
(ii) The Purchaser's Company No.1656944
- (E) Description and location of the Property : see Schedule hereto.
- (F) The Property comprises a non-residential property within the meanings of Section 29A of the Stamp Duty Ordinance.
- (G) The date of this Agreement : see page 1.
- (H) The date of any preceding unwritten sale agreement or agreement for sale made between the same parties on the same terms : 11th September 2015
- (I) The date of the Conveyance on Sale : see page 2.
- (J) The agreed consideration : see page 1.
- (K) Amount or value of any other consideration which each person executing the document 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 (excluding legal expenses) :-
 - (1) Estate agent's commission payable by the Vendor : -
NIL
 - (2) Estate agent's commission payable by the Purchaser :-
HK\$25,000.00

- (3) The name of the Estate agent :
Tai Fook Property Agency
- (4) The address of the Estate agent :
Unknown
- (5) The Identification No. or the Business Registration
of the Estate agent :
- (6) Other consideration payable by the Vendor : N/A
- (i) Benefit to which consideration relates : N/A
- (ii) Name of Recipient : N/A
- (iii) Address of Recipient : N/A
- (iv) Identification No. or Business Registration
No. : N/A
- (7) Other consideration payable by the Purchaser : N/A
- (i) Benefit to which consideration relates : N/A
- (ii) Name of Recipient : N/A
- (iii) Address of Recipient : N/A
- (iv) Identification No. or Business Registration
No. : N/A

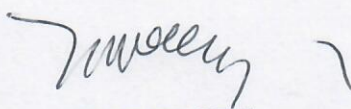
S C H E D U L E

1. The Property :-

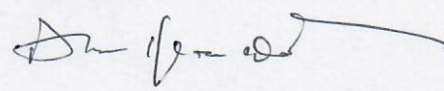
ALL THAT piece or parcel of ground registered in the Land Registry as LOT NO.2095 in DEMARCATION DISTRICT NO.102. Together with the messuages erections and building erected thereon (if any).

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

SIGNED by the Vendor (who having]
been previously identified by]
production of Hong Kong Identity]
Card No.C545991(3)) in the presence]]
Of :-]


TANG KWAN TAI
Legal Executive to Messrs. K. M. Lai & Li,
Solicitors &c., Hong Kong SAR

I hereby verify the signature of
Tang Kwan Tai


FAN KWAN WAH
Solicitor, Hong Kong SAR
K.M. LAI & LI

INTERPRETED to the Vendor by :-

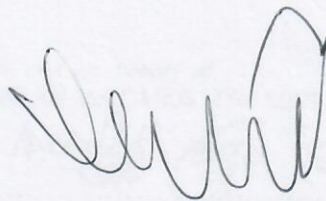

TANG KWAN TAI
Legal Executive to Messrs. K. M. Lai & Li,
Solicitors &c., Hong Kong SAR

R E C E I V E D]
before the day and year first]
above written of and from the]
Purchaser the above mentioned]
sum of HK\$122,500.00]



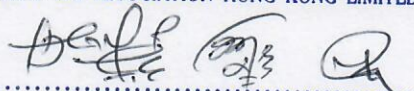
THE VENDOR

R E C E I V E D on]
] or before the day and year]
] first above written of and]
] from the Purchaser above]
] mentioned further sum of]
] HK\$112,500.00]



THE VENDOR

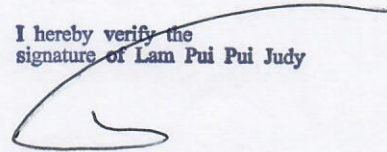
SIGNED by Rai Kisan, Rai Pitambar and]
]]
Rai Bimal, its directors for and on behalf]
]]
of the Purchaser in the presence of :-]

For and on behalf of
KIRAT RAI ASSOCIATION HONG KONG LIMITED

.....
Authorized Signature(s)



Lam Pui Pui Judy
Clerk to Messrs. Wong, Fung & Co.
Solicitors, Hong Kong SAR

I hereby verify the
signature of Lam Pui Pui Judy



Ng Wing Hung
Solicitor of Messrs. Wong, Fung & Co.,
Solicitors, Hong Kong SAR

Dated the 21st day of September 2015

WONG CHANG SANG

And

KIRAT RAI ASSOCIATION HONG
KONG LIMITED



註冊摘要編號 Memorial No.:
15101300950033

本文書於2015年10月13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 13 October 2015.


署理土地註冊處處長
Acting Land Registrar

A G R E E M E N T

for

Sale and Purchase

MESSRS. K.M. LAI & LI,
SOLICITORS & NOTARIES,
HONG KONG SAR.

REF : YL/D/47/27494/15/ST:ea
C: Agt\Lot 2094 DD102

Wong Fung & Co
WL/120758/15P(hy)

3/2/2016