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**中澤豐國際有限公司**

**RENZE HARVEST INTERNATIONAL LIMITED**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 01282)**

**DISCLOSEABLE TRANSACTION  
DISPOSAL OF PROPERTY**

**THE DISPOSAL**

On 10 September 2025, the Vendor, an indirect wholly-owned subsidiary of the Company, entered into the Agreement with the Purchaser, pursuant to which the Vendor has agreed to sell, and the Purchaser has agreed to purchase, the Property for a total consideration of HK\$35,854,000.

**LISTING RULES IMPLICATIONS**

As one or more of the applicable percentage ratios calculated under Rule 14.07 of the Listing Rules in respect of the Disposal are greater than 5% but less than 25%, the Disposal constitutes a discloseable transaction for the Company under Rule 14.06 of the Listing Rules and is subject to the notification and announcement requirements.

**THE DISPOSAL**

The Board, is pleased to announce that on 10 September 2025 (after trading hours of the Stock Exchange), the Vendor, an indirect wholly-owned subsidiary of the Company, entered into the Agreement with the Purchaser, pursuant to which the Vendor has agreed to sell, and the Purchaser has agreed to purchase, the Property for a total consideration of HK\$35,854,000.

**THE AGREEMENT**

Date: 10 September 2025 (after trading hours of the Stock Exchange)

Parties: Vendor: Ultra Glory Investments Limited (超榮投資有限公司), a company incorporated in the British Virgin Islands with limited liability and an indirect wholly-owned subsidiary of the Company.

Purchaser: Kaizhong Commutator Limited (凱中電機整流子有限公司), a company incorporated in Hong Kong with limited liability.

Property:	<p>The Property is located at Unit 1907, 19/F, Tower 2, Lippo Centre, No. 89 Queensway, Hong Kong. The Property is for commercial purpose.</p> <p>The Property is currently being self-occupied by the Group.</p>
Consideration and payment terms:	<p>The total consideration for the Disposal is HK\$35,854,000 to be settled in cash, which was agreed between the Vendor and the Purchaser based on arm's length negotiation after taking into account the prevailing property market conditions, the market price of the similar properties adjacent to the Property.</p> <p>The Purchaser shall pay to the Vendor the initial deposit of HK\$1,500,000 upon entering into of the Agreement for the purchase of the Property and further deposit of HK\$2,085,400 on or before 24 September 2025. The balance of the consideration in the amount of HK\$32,268,600 shall be paid by the Purchaser to the Vendor on or before 18 December 2025.</p>
Completion:	Completion will be subject to entering into the Formal Agreement, which will be signed on or before 24 September 2025.
Purchaser fails to perform:	If the Purchaser shall fail to pay any part of the deposits or fail to complete the purchase in accordance with the terms and conditions of the Agreement, the deposit(s) paid by the Purchaser or the amount thereof equivalent to 10% of the purchase price (whichever is the lower), shall be absolutely forfeited to the Vendor as liquidated damages and the Agreement shall be terminated and the Vendor shall then be entitled at its absolute discretion to resell the said premises and the Vendor shall not take any proceedings against the Purchaser to claim for further damages or to enforce specific performance of the Agreement.
Vendor fails to perform:	If the Vendor shall fail to complete the sale in accordance with the terms and conditions of the Agreement, the Vendor shall immediately refund the deposit(s) paid by the Purchaser and pay to the Purchaser a sum equivalent to the said deposit(s), or 10% of the purchase price (whichever is the lower) as liquidated damages and the Agreement shall be terminated and the Purchaser shall not take any proceedings against the Vendor to claim for further damages or to enforce specific performance of the Agreement.
As is basis:	The said premises is sold to the Purchaser on an "as is" basis.

## **FINANCIAL EFFECTS OF THE DISPOSAL AND PROPOSED USE OF PROCEEDS**

The carrying value of the Property as shown in the unaudited consolidated financial statements of the Company as at 30 June 2025 was approximately HK\$56,768,000. Subject to review and confirmation by the auditor, the Group is expected to record a loss of approximately HK\$20,914,000 from the Disposal, which is calculated based on the consideration of HK\$35,854,000 to be received by the Group for the Disposal less the carrying value of the Property as at 30 June 2025 after related tax and before any related expenses. The Company intends to use the net proceeds from the Disposal as general working capital of the Group.

## **INFORMATION OF THE PURCHASER**

The Purchaser is an import and export trading company. It is ultimately owned by Shenzhen Kaizhong Precision Technology Co., Ltd., a company incorporated in the PRC with limited liability, whose issued shares are listed on the Shenzhen Stock Exchange (Stock Code: 002823.SZ), which is owned as to 23.58% by Mr. Zhang Haoyu\* and 20.02% by Ms. Wu Ying\*. To the best of the Directors' knowledge, information and belief, and having made all reasonable enquiries, the Purchaser and its ultimate beneficial owners are independent of the Company and its connected persons.

## **INFORMATION OF THE VENDOR**

The Vendor is a company incorporated in the British Virgin Islands with limited liability and an indirect wholly-owned subsidiary of the Company, and is an investment holding company.

## **REASONS FOR AND BENEFITS OF THE DISPOSAL**

The Group is principally engaged in the business of automation, property investment and development, financial services and securities investment.

Taking into account the current financial position and prospective liquidity needs of the Group and the prospect of real estate market in Hong Kong, the Directors believe that the Disposal represents a good opportunity for the Company to realise the value of the Property at a reasonable price and the proceeds from the Disposal will improve the financial position and increase the general working capital of the Group.

The Board considers that the terms and conditions of the Disposal are on normal commercial terms, which are fair and reasonable and in the interest of the Company and its Shareholders as a whole.

## **IMPLICATION OF THE LISTING RULES**

As one or more of the applicable percentage ratios calculated under Rule 14.07 of the Listing Rules in respect of the Disposal are greater than 5% but less than 25%, the Disposal constitutes a discloseable transaction for the Company under Rule 14.06 of the Listing Rules and is subject to the notification and announcement requirements.

## DEFINITIONS

In this announcement, unless the context otherwise requires, capitalized terms used shall have the following meanings:

“Agreement”	the provisional agreement for sale and purchase dated 10 September 2025 entered into between the Vendor and the Purchaser in relation to the Disposal;
“Board”	the board of Directors;
“Company”	Renze Harvest International Limited, a company incorporated in the Cayman Islands with limited liability, whose issued shares are listed on the Main Board of the Stock Exchange (stock code: 01282);
“connected person(s)”	has the meaning ascribed to it under the Listing Rules;
“Director(s)”	the director(s) of the Company;
“Disposal”	the disposal of the Property by the Vendor to the Purchaser on the terms and conditions of the Agreement and subject to entering into the Formal Agreement;
“Formal Agreement”	the formal agreement for the sale and purchase of the Property to be entered into between the Vendor and the Purchaser at 24 September 2025 in respect of the Disposal;
“Group”	the Company and its subsidiaries;
“HK\$”	the Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“Property”	Unit 1907, 19/F, Tower 2, Lippo Centre, No. 89 Queensway, Hong Kong;
“Purchaser”	Kaizhong Commutator Limited (凱中電機整流子有限公司), a company established in Hong Kong with limited liability, being the purchaser of the Property;
“Shareholder(s)”	holder(s) of the Share(s);
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;

“Vendor” Ultra Glory Investments Limited (超榮投資有限公司), a company incorporated in the British Virgin Islands with limited liability and an indirect wholly-owned subsidiary of the Company, which is the vendor of the Property under the Agreement;

“%” per cent.

\* For identification purposes only, the English translation of the Chinese names is for identification purpose and should not be regarded as the official English translation of such Chinese names.

By Order of the Board  
**Renze Harvest International Limited**  
**Zhang Chi**  
*Acting Chairman*

Hong Kong, 10 September 2025

*As at the date of this announcement, the Board comprises two executive Directors, namely Mr. Li Minbin and Ms. Liu Jiaxin; one non-executive Director, namely Mr. Zhang Chi; and three independent non-executive Directors, namely Ms. Zhao Yizi, Ms. Zhang Juan and Mr. Chan Manwell.*