

**INTCERA HIGH TECH GROUP LTD:  
PAY UP AND GET OUT, SCREAMS CORPORATE LANDLORD**

The corporate landlord of a wholly owned subsidiary of publicly listed [Intcera High Tech Group Ltd](#) (Code: 8041, The Growth Enterprise Market [The GEM] of The Stock Exchange of Hongkong Ltd) wants to oust the company from its property in Central Hongkong.

To this end, The Center (47) Ltd has lodged Action Number 664 in the High Court of the Hongkong Special Administrative Region (HKSAR) of the People's Republic of China (PRC), naming Intcera High Tech (Hongkong) Ltd as the lone Defendant.

The total amount of the claim, made by The Center (47) Ltd against Intcera High Tech (Hongkong) Ltd is less than \$HK100,000, but it is very clear that this corporate landlord is more interested in seeing the back of its tenant than the amount of money that this company allegedly owes.

The landlord, it is alleged in the Statement of Claim, attached to Writ of Summons Number 664, is the landlord of Office Unit Number 4713 on the 47<sup>th</sup> Floor of The Center, Number 99, Queen's Road, Central.

Aside from this office unit, being the Registered Office of Intcera High Tech (Hongkong) Ltd, an HKSAR, registered company, it is the Principal Place of Business in the HKSAR of the parent company, Intcera High Tech Group Ltd, a company, which is domiciled in the Cayman Islands.

That unit was leased to Intcera High Tech (Hongkong) Ltd on December 1, 2003, for a period of 3 years, commencing November 1, 2003, and expiring on October 31, 2006, according to the allegations, contained at Paragraph 2 of the Statement of Claim.

The rent was fixed at \$HK31,300 per month, it is alleged, with a rent-free period of 3 months as a sweetener, but this rent-free period was '*subject to the due performance of the terms and conditions of the Tenancy Agreement by the Defendant ...*'.

It is alleged, however:

*'The Term of the Tenancy Agreement has commenced on 1<sup>st</sup> November 2003 but the Defendant has not duly performed its obligations of the terms and conditions of the Tenancy Agreement as pleaded hereinafter.'*

In addition to the monthly rent, the Statement of Claim alleges that other monthly outgoings include the payment of air-conditioning and management charges at the rate of \$HK13,680.00, rates, and HKSAR Government rent.

The Center (47) Ltd is holding a deposit in the amount of \$HK142,452, paid by Intcera High Tech (Hongkong) Ltd as '*security for the due observance and performance of the agreements ...*'.

Paragraph 15 of the Statement of Claim, then, continues:

*'In breach of the Tenancy Agreement, the Defendant wrongfully and without reasons has failed to and/or refused to pay the balance of the rent and the air-conditioning and management charges for the month of February 2005, the monthly rent and the air-conditioning and management charges since 1<sup>st</sup> March 2005 all in respect of the Premises despite repeated demand from the Plaintiff ...'*

The total amount of the arrears, it is alleged, is \$HK125,972.05.

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