

**ROMA GROUP LTD:
ON THE WARPATH, ONCE AGAIN**

[Roma Group Ltd \(\)](#) (Code: 8072, The Growth Enterprise Market [The GEM] of The Stock Exchange of Hongkong Ltd) has, once again, gone on the warpath, this time, suing publicly listed Code Agriculture (Holdings) Ltd () (Code: 8153, The GEM).

In a Writ of Summons, Number 156 of 2014, Statement of Claim attached, lodged in the District Court of the Hongkong Special Administrative Region (HKSAR) of the People's Republic of China (PRC), Roma Group (the Plaintiff) is claiming \$HK685,112.60 from Code Agriculture (the Defendant) in respect of alleged Breaches of Agreements with regard to purported tenancy agreements.

The Statement of Claim alleges, at Paragraph 2, that the Defendant *'was a tenant of (i) Units 3808 to 3809 (the "1st Premises") and (ii) Units 3810 and 3812 (Storeroom) (the "2nd Premises") all on the 38th Floor, China Resources Building, 26 Harbour Road, Wan Chai, Hong Kong with the right to remain in occupation of both the 1st Premises and the 2nd Premises until 16th May 2013'*.

Paragraph 3 alleges that there exists an agreement made by the Plaintiff and the Defendant whereby the Defendant was permitted to remain *'in actual occupation'* of the 1st Premises from May 17, 2013 to not later than June 23, 2013 at the monthly rental of \$HK235,924.60.

It is alleged that the Defendant actually stayed in the 1st Premises from May 17, 2013 until June 10, 2013.

The Plaintiff alleges that it had paid *'for the monthly rental of the 1st Premises for the period of the Defendant's occupation ... in the sum of HK\$192,798.60'*.

The Plaintiff is claiming from the Defendant the sum of \$HK192,178.60 (sic), being a Breach of the 1st Agreement in that the Defendant has failed to reimburse the Plaintiff for that sum of money.

Paragraph 8 of the Statement of Claim alleges that there was another agreement, made between the Plaintiff and the Defendant (the "2nd Agreement"), whereby *'it was agreed that in consideration of the Defendant being allowed to remain in occupation of the 2nd Premises until 20th June 2013, the Defendant should, inter alia, pay to the Plaintiff a sum of HK\$492,314.00 to the Plaintiff within 45 days from 20th June 2013 (i.e. on or before 5th August 2013)'*.

Paragraph 10 alleges that the Defendant did not pay to the Plaintiff the sum of \$HK492,314.00 as agreed in the 2nd Agreement.

Code Agriculture has not bothered, it appears, to tell its shareholders of District Court, Action Number 156 of 2014, because, perhaps, Management deems it is neither material nor germane so to do.

Code Agriculture is engaged in tobacco agricultural operations, fertiliser and pesticide operations, digital television operations, and healthcare products operations.

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