

物業臨時買賣合約
PROVISIONAL AGREEMENT FOR SALE AND PURCHASE

本合約訂於
This AGREEMENT is made on 15 November 2024 BETWEEN

賣方
Vendor
合約第一方為
the first party Golden Lake Property Limited
商業登記證號碼
Business Registration No. 59017395
地址在
(holder of Hong Kong Identity Card No. /
) of 31/F China United Centre
以下稱“賣方”
(hereinafter called “the Vendor”); and

買方
Purchaser
合約第二方為
the second party Lui Ip, King Yee Elsa
商業登記證號碼
Business Registration No. D34004118
地址在
(holder of Hong Kong Identity Card No. /
) of
以下稱“買方”
(hereinafter called “the Purchaser”); and

代理
Agent
合約第三方為
the third party 豫晉物業有限公司 A Land Property Limited
持有商業登記證號碼
(holder of Business Registration No. 59026043
及持有地產代理(公司)牌照號碼
and holder of Estate Agent (Company) Licence No. C-048178
註冊地址在
of 香港太古城英皇道1065號東達中心19樓01 1室
(hereinafter called “the Agent”).
Unit 01 J, 19/F, Eastern Centre, 1065 King's Road, Taikoo Shing, Hong Kong

物業
Premises
合約各方茲協議如下:-
NOW IT IS HEREBY AGREED as follows:-
1. 賣方及買方通過代理, 同意以下列條款及條件出售及購入
The Vendor agrees to sell and the Purchaser agrees to purchase, through the Agent subject to the terms and conditions herein contained,
all that 9TH Floor with air-conditioning plant room & Car Parking Space 222, 223, 224
on 2ND Floor E-trade Plaza No. 24 Ice Chung Street Hong Kong
(hereinafter called “the said premises”).

成交價及付款方法
Consideration and payment
2. 該物業之成交價為港幣
The purchase price of the said premises shall be HK\$ 50,000,000.00
買方須按下述方式付款予賣方:-
Which shall be paid by the Purchaser to the Vendor in the manner as follows:-
(a) 於簽訂本合約之同時即付臨時訂金港幣
Initial deposit in the sum of HK\$ 2,500,000.00 shall be paid upon signing of this Agreement
(b) 加付訂金港幣
Further deposit in the sum of HK\$ 2,500,000.00
須於 (日期) 29 November 2024 或以前繳付
Shall be paid on or before (date)
(c) 加付訂金港幣
Further deposit in the sum of HK\$ -
須於 (日期) - 或以前繳付
Shall be paid on or before (date)
(d) 成交價餘款港幣
Balance of purchase price in the sum of HK\$ 45,000,000.00
須於完成交易之時, 即 (日期) 31 March 2025 或以前, 並在賣方之代表律師行付清。
shall be paid upon completion on or before (date) at the Vendor's solicitors.

訂金託管
Stakehold deposit
* 上述(a)及(b)及(c)條文所列之訂金, 須由賣方之代表律師行以託管人身份託管, 並在確保成交價餘款足夠清還現存針對該物業之押記/按揭時, 方可將其轉交賣方。
* The deposits payable under (a) and (b) and (c) above shall be paid to the Vendor's solicitors as stakeholder who may release the same to the Vendor provided that the balance of the purchase price is sufficient to discharge the existing charge / mortgage against the said premises.

正式買賣合約
Formal agreement for sale and purchase
3. 正式買賣合約須於 (日期) 29 November 2024 或以前簽署。
Formal agreement for sale and purchase shall be signed on or before (date)

產權負擔
Encumbrances
4. 該物業是以免除所有產權負擔之情況下售予買方, 其代名人或轉購人。
The said premises shall be sold to the Purchaser, its nominee or sub-purchaser free from encumbrances.

交吉
Vacant possession
5. * 完成交易時, 賣方須將該物業交吉予買方。
* Upon completion, the Vendor shall deliver vacant possession of the said premises to the Purchaser. /
買方同意連同該物業現有之租約一起購入該物業。
The Purchaser agrees to purchase the said premises subject to existing tenancy.

確認人
Selling as confirmor
6. * 賣方是以確認人身份出售該物業。
* The Vendor is selling as confirmor

代表律師
Solicitors
7. 賣方及買方同意分別委託其代表律師。
The Vendor and the Purchaser agree that they shall separately appoint their own solicitors.
賣方之代表律師為
The Vendor shall be represented by Messrs Eric Yung & Co
而買方之代表律師為
whereas the Purchaser shall be represented by Messrs Sida Wen & Leung

律師費
Legal costs
8. 每方各自負責其律師費。
Each party shall pay its own legal costs.

印花稅
Stamp duty
9. 從價印花稅由買方單獨負擔。
All ad valorem stamp duty shall be borne by the Purchaser solely.

買方悔約
Purchaser fails to perform
10. 如買方未能根據本合約之條款及條件繳付訂金之任何部份或完成買賣, 則買方已付之訂金或當中等同成交價百分之十的金額(以較低者為準), 買方可予絕對沒收, 以作為給予賣方的算定損害賠償, 及本合約須予終止, 而買方有絕對酌情權將物業轉售, 惟賣方不得向買方提出法律程序以索償進一步損害賠償或強制履行本合約。
If the Purchaser shall fail to pay any part of the deposits or to complete the purchase in accordance with the terms and conditions herein contained, 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 this Agreement shall be terminated and the Vendor shall then be entitled at his absolute discretion to resell the said premises but the Vendor shall not take any proceedings against the Purchaser to claim for further damages or to enforce specific performance of this Agreement.

賣方悔約
Vendor fails to perform
11. 如賣方未能根據本合約之條款及條件完成買賣, 則賣方須即時退還買方已付之訂金, 並須支付一筆等同該訂金或成交價百分之十之金額(以較低者為準)作為算定損害賠償予買方, 及本合約須予終止, 惟買方不得向賣方提出法律程序以索償進一步損害或強制履行本合約。
If the Vendor shall fail to complete the sale in accordance with the terms and conditions herein contained, 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 this 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 this Agreement.

代理佣金
Agent's commission

- 12a. 基於代理在促成該物業買賣中所提供之服務，代理有權
In consideration of the services rendered by the Agent, the Agent shall be entitled to receive
向賣方收取佣金港幣 400,000.00 from the Vendor (the "Vendor Commission"); and
commission in the sum of HK\$ ("賣方佣金")
並向買方收取佣金港幣 400,000.00 from the Purchaser (the "Purchaser Commission").
commission in the sum of HK\$ ("買方佣金")
- 12b. 賣方佣金及買方佣金之繳付不得遲於 (日期) on the date of completion
The Vendor Commission and the Purchaser Commission shall be paid not later than (date)
- 12c. 賣方現不可撤回地授權其代表律師於成交價餘款中扣起一筆等同賣方佣金之金額及於上述第12b條訂明之日期或以前繳付該金額予代理以付賣方佣金。
The Vendor hereby irrevocably authorises his solicitors to deduct from the balance of the purchase price a sum equivalent to the Vendor Commission and to pay such sum to the Agent on or before the date specified in clause 12b hereof in payment of the Vendor Commission.
- 12d. 買方現承諾向其代表律師存入一筆等同買方佣金之金額及不可撤回地授權其代表律師於上述第12b條訂明之日期或以前繳付該金額予代理以付買方佣金。
The Purchaser hereby undertakes to deposit with his solicitors a sum equivalent to the Purchaser Commission and irrevocably authorises his solicitors to pay such sum to the Agent on or before the date specified in clause 12b hereof in payment of the Purchaser Commission.
- 13a. 若賣方或買方未能出售或購入該物業，或若依據上述第10或11條終止本合約，則悔約的一方須即時付予代理港幣 800,000.00 作為代理之算定損害賠償。本條款於本合約終止後仍然有效。
If either the Vendor or the Purchaser fails to complete the sale or purchase, or if this Agreement is terminated in accordance with clause 10 or 11 hereof, the defaulting party shall compensate immediately the Agent HK\$ 800,000.00 as liquidated damages. This clause shall survive the termination of this Agreement.
- 13b. 如賣方及買方在簽署本合約後在末事先取得代理書面同意下達成協議取消本合約所涉及的交易，在該交易取消時，賣方須即時支付代理賣方佣金及買方須即時支付代理買方佣金。本條款於本合約取消後仍然有效。
In the event that the Vendor and the Purchaser shall after the signing of this Agreement agree to cancel the transaction under this Agreement without the prior written consent of the Agent, upon cancellation of such transaction the Vendor shall immediately pay the Vendor Commission to the Agent and the Purchaser shall immediately pay the Purchaser Commission to the Agent. This clause shall survive the cancellation of this Agreement.
14. 該物業是以現狀售予買方。
The said premises is sold to the Purchaser on an "as is" basis.
15. 本合約取代各方過往所有之談判、陳述、理解及協議。
This Agreement supersedes all prior negotiations, representation, understanding and agreements of the parties hereto.
16. * 茲證明此項交易涉及根據香港法例第117章《印花稅條例》第29A(1)條之定義乃住宅 / 非住宅物業。
* It is hereby certified that the transaction hereby effected relates to residential / non-residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap.117 Laws of Hong Kong).
17. * 茲聲明代理為賣方及買方代理 / 只是賣方代理 / 只是買方代理。
* It is hereby declared that the Agent is the Agent for both the Vendor and the Purchaser / for the Vendor only / for the Purchaser only.
18. 賣方及買方分別確認已收取由代理依從香港法例第486章《個人資料(私隱)條例》發出之收集個人資料聲明並同意該聲明之條款。
Each of the Vendor and the Purchaser hereby acknowledges receipt of the Personal Information Collection Statement issued by the Agent pursuant to the Personal Data (Privacy) Ordinance (Cap.486 Laws of Hong Kong) and agrees to the terms set out therein.
19. * 如英文版本與中文版本有任何歧義、矛盾或抵觸之處，將以英文 / 中文版本為準。
* In the event of any ambiguity, conflict or inconsistency between the English version and the Chinese version, the English version / the Chinese version shall prevail.
20. See Rider 20, 21, 22 &c.

代理之賠償
Compensation to Agent

以現狀出售
As is basis

過往談判
Prior negotiations

住宅 / 非住宅
Residential / Non-Residential

委任代理
Appointment of Agent

收集個人資料聲明
Personal Information
Collection Statement

解釋
Interpretation

備註
Remarks

For and on behalf of
豫晉物業有限公司
A Land Property Limited



賣方簽署接受
Signed by the Vendor

簽署人姓名
Name of Signatory AU WAI JUNE
身份證號碼
I.D. No. G169684(9)

代理簽署接受
Signed by the Agent

簽署人姓名
Name of Signatory Ma Yee Ki Patsy
牌照號碼
Licence No. E-315204

買方簽署接受
Signed by the Purchaser

簽署人姓名
Name of Signatory Lui Ip, King Yee E/lsa
身份證號碼
I.D. No. D34004189

茲收到買方臨時訂金港幣
Received from the Purchaser the initial deposit in the sum of HK\$ 2,500,000.00

(*現金 / 支票號碼 448976 銀行 HSBC)
(*Cash / Cheque No. Bank)

賣方確認收到
Acknowledge receipt by the Vendor



*刪去不適用者
To be deleted where inapplicable.

Rider

With reference to the Provisional Agreement number No. 0462, the parties hereto agree to be bound by additional terms set out below:-

Address: 9th Floor with air-conditioning plant room & car parking space No. 222, 223, 224 on 2nd Floor E-Trade Plaza, No. 24 Lee Chung Street, Hong Kong.

20. The sale and purchase of the said premises shall be conditional upon the special general meeting of Blue River Holdings Limited ("BRH"), the parent company of the Vendor, to be convened for the purpose of approving the sale and purchase of the said premises and the related agreement and documents ("Agreements") at which resolutions shall have been passed by the shareholders of BRH by way of a poll to approve the Agreements and the transactions contemplated hereunder in accordance with the Rules governing Listing of Securities on the Stock Exchange of Hong Kong Limited ("Conditions Precedent"). Should the Vendor fail to provide with the Purchaser a certified copy of the resolutions aforesaid to prove the Vendor's fulfillment of the Conditions Precedent before the date of Completion, this Agreement shall be terminated, upon which all deposit(s) paid by the Purchaser to the Vendor or its solicitors shall forthwith be refunded to the Purchaser without interest, costs or compensation. Neither party shall take any actions or proceedings against the other party to claim for damages or to enforce specific performance of this Agreement and the parties hereto shall at their own costs and expenses enter into a termination agreement.
21. In the event that the sale and purchase of the said premises cannot be completed due to title problem or non-fulfillment of the Conditions Precedent referred to in Clause 20, neither the Purchaser nor the Vendor shall be required to pay any estate agent commission, notwithstanding any provisions to the contrary in this Agreement.



22. The deposits payable under Clause 2(a) and 2(b) shall be paid to the Vendor's Solicitors as stakeholder who may release the same to the Vendor immediately provided that the balance of the purchase price is sufficient to discharge the existing charge/mortgage against the said premises and the Vendor shall have fulfilled the Conditions Precedent.

賣方簽署

Signed by the Vendor

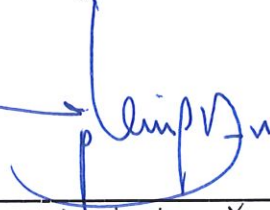


Name: Au Wai June
ID No.: G168634(9)



買方簽署

Signed by the Purchaser



Name: Lui Ip, King Yee Elsa
ID No.: D340041(8)

代理簽署

Singed by the Agent



Name: Ma Yee Ki
ID No.: Z-012065(1)