



稅務局
印花稅署
香港九龍啟德協調道5號稅務中心1樓

電話號碼 Tel. No.: 2594 3202
傳真號碼 Fax No.: 2519 9025

INLAND REVENUE DEPARTMENT
STAMP OFFICE
1/F, Inland Revenue Centre, 5 Concorde Road,
Kai Tak, Kowloon, 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.: 2-24-062295-0-0-2
文書性質 Nature of Instrument: 買賣協議 Agreement
文書簽立日期 Date of Instrument: 01/06/2023 (日 Day / 月 Month / 年 Year)
代價款額 Consideration: \$11,507,700.00
取得之權益 Interest acquired: 100.00%
物業地址 Property Address: Unit No.3 on the 11th Floor,
Houston Centre,
No.63 Mody Road KL



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

賣方 Vendor(s):

(1) MEGA TOYS (H.K.) LIMITED

買方 Purchaser(s):

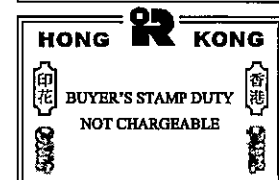
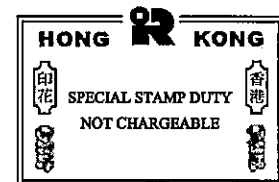
(1) WIN GLOBAL SHIPPING LIMITED



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.	: 24-2-0118724-7
加蓋印花日期 Date of Stamping	: 06/06/2023 (日 Day / 月 Month / 年 Year)
已付印花稅 Stamp Duty Paid	: \$431,539.00
已付額外印花稅 Special Stamp Duty Paid	: 不須徵付 / Not chargeable
已付買家印花稅 Buyer's Stamp Duty Paid	: 不須徵付 / Not chargeable
付款方式 Payment Method	: 支票 Cheque



印花稅署署長 譚大鵬

TAM Tai-pang
Collector of Stamp Revenue

THIS AGREEMENT is made the 1st day of June Two thousand and twenty three

BETWEEN the several person(s) or corporation(s) whose respective names addresses and descriptions are set out in Part I of the Schedule hereto ("the Vendor" and "the Purchaser").

- Agreement 1. The Vendor shall sell and the Purchaser shall purchase the land described in Part IV of the Schedule hereto ("the Property") absolutely or (as the case may be) for the residue of the term of years created by the Government Lease in so far as the Vendor is entitled so to do subject as hereinafter provided but otherwise free from all incumbrances. For the avoidance of doubts, the Vendor shall sell a legal estate in the Property insofar as the Vendor's interest in the Property is a legal estate and an equitable interest insofar as the Vendor's interest is an equitable estate.
- Price 2. The purchase price for the Property is set out in Part II of the Schedule hereto ("the Price") which shall be paid by the Purchaser to the Vendor in the manner set out in Part III of the Schedule hereto.
- Completion 3. Completion shall take place at the offices of Messrs. Vincent T.K. Cheung, Yap & Co. not later than 5:00 p.m. on or before 30th November 2023 ("the Completion Date"). Completion shall take place by way of undertaking, the Purchaser shall accept the undertaking of the Vendor's Solicitors to send the discharge and reassignment of the Charge (as hereinafter defined) or a certified copy of the partial reassignment (as the case may be) to the Purchaser's Solicitors subject to the usual Law Society Qualification.
- Charge 4. The Property is at present subject to a Mortgage/Legal Charge as more particularly set out in Part V of the Schedule hereto ("the Charge") and the Vendor shall discharge the Charge at the Vendor's own cost and expense upon completion.
- Time 5. Time shall in every respect be of the essence of this Agreement.
- Capacity 6. The Vendor shall assign the Property as BENEFICIAL OWNER.
- Commencement of good title 7. The Vendor shall give title in accordance with Section 13A of the Conveyancing and Property Ordinance. The Vendor shall prove and show good title to the Property in accordance with Section 13 of the Conveyancing and Property Ordinance. The Vendor shall at his own expense prove his title to the

Property and shall at like expense make and furnish to the Purchaser such certified or attested copies of any deeds or documents of title, wills and matters of public record as may be necessary to prove such title Provided that in respect of any document which is not in the Vendor's possession and is required to be produced by the Vendor for proof of title, the Vendor shall only be required to furnish to the Purchaser a photocopy of such document registered in the Land Registry with an undertaking to provide certified copy thereof within a reasonable time but in any event not later than 30 days from the date of completion. 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 property retained by the Vendor as well as to the Property pay the costs of such certified copies.

Requisitions

8. Any requisitions or objections in respect of the title or otherwise arising out of this Agreement shall be delivered in writing to the Vendor's Solicitors within seven (7) working days from the date of receipt of the title deeds by the Purchaser's Solicitors and further requisitions on or objection to the Vendor's reply to any requisitions or objections previously raised by the Purchaser shall be raised within seven (7) working days from the date of receipt of such reply by the Purchaser's Solicitors otherwise the same shall be considered as waived (in which respect time shall be of the essence of the Agreement) and 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 grounds 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 five (5) days' notice in writing to annul the sale in which case, unless the objection or requisition shall have been in the meantime withdrawn by the Purchaser or the same shall have been removed or complied with by the Vendor, the sale shall at the expiration of the notice be annulled the Purchaser being in that event entitled to a return of the deposit in full forthwith but without interest, costs or compensation and the Purchaser shall return to the Vendor all title deeds,

documents and any other papers furnished to the Purchaser or his solicitors by or on behalf of the Vendor in connection with the sale and purchase hereunder.

Deed of Mutual Covenant Etc. 9. The Property is sold subject to and with the benefit of a Deed of Mutual Covenant, a Sub-Deed of Mutual Covenant and a Sub-Sub-Deed of Mutual Covenant as more particularly described in Part VI of the Schedule hereto (collectively "the Deed of Mutual Covenant").

Insurance 10. Immediately after the signing of this Agreement, the Property shall as between the Vendor and the Purchaser be at the Purchaser's risk.

Assignment 11. On completion against the payment of the residue of the Price in manner provided herein (or where the parties have agreed on any applicable undertakings following such payment as aforesaid and in compliance with the applicable undertakings), the Vendor as beneficial owner and all other necessary parties (if any) will execute a proper Assignment of the Property sold to the Purchaser or the Purchaser's nominee or sub-purchaser subject as herein provided but otherwise free from incumbrances.

Legal costs and expenses 12. Each party shall pay his own solicitors' costs and expenses of and incidental to the preparation, approval, completion and registration of this Agreement and the subsequent Assignment Provided That :-

(a) If however the Purchaser sub-sells the Property at a higher price than the Price before completion, the increase in costs charged by the Vendor's solicitors (being the difference in the Scale fee on the two prices) for approving the Assignment at half scale charge shall be borne by the Purchaser.

(b) If the Vendor shall be required to execute more than one assignment or approve more than one draft assignment, all extra costs charged by the Vendor's solicitor at half scale charge shall be borne by the Purchaser and paid on completion.

This Clause however does not entitle the Purchaser to require the Vendor to execute more than one Assignment of the Property if the Vendor is of the opinion that any partitioning of the Property is in contravention of any laws, regulations or

provisions contained in the Government Leases, the Deed of Mutual Covenant or other instruments affecting the Property.

Agency

13. (a) Except as herein otherwise stated all moneys paid hereunder by the Purchaser to the Vendor's solicitors as deposit or balance of purchase price shall be deemed to have been received by them as the Vendor's agents.
- (b) The Vendor declares that Messrs. Vincent T. K. Cheung, Yap & Co. 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 payable upon completion.
- (c) The Vendor further declares that the payment to such agents of any deposit, instalments of the purchase monies (if any) and the balance thereof shall be a full and sufficient discharge of the Purchaser's obligations hereunder.
- (d) The Vendor may revoke the authority of such agents and appoint other solicitors as agents in their place. No such revocation shall be valid unless it is :-
- (i) In writing addressed to the Purchaser; and
 - (ii) Delivered to the Purchaser's solicitors, at least seven clear days prior to completion; and
 - (iii) Specifically identifying this Agreement.

Stamp Duty,
Etc.

14. All stamp duties including but without limitation to the Buyers Stamp Duty and ad valorem stamp duty and land registration fees payable on any preliminary agreement between the parties hereto, this Agreement and the subsequent assignment made pursuant to this Agreement shall be borne by the Purchaser absolutely and the Purchaser shall keep the Vendor fully indemnified in respect thereof. In the event of the consideration stated in the Agreement and/or the Assignment being not accepted by the Collector of Stamp Revenue as representing the true value of the Property hereby agreed to be sold and purchased the excess stamp duty being charged in accordance with his valuation of the Property shall also be paid by the Purchaser solely and the provisions of

this Clause shall survive completion of the sale and purchase hereunder.

15. The parties hereto hereby declare that they fully understand and acknowledge that the date of this Agreement (which date will be identified in the Questionnaire Form I.R.S.D. 112(E) for the stamping of 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.

Withdrawal
of warranty or
representation

16. This Agreement comprises all the terms agreed between the parties hereto and no warranties or representations express or implied are or have been made or given by the Vendor or by any person on his behalf relating to the Property or the user thereof or the possibility of any redevelopment thereof or its redevelopment potential prior to the signing hereof.

Redevelopment

17. (a) The Vendor gives no warranty and has no knowledge whatsoever as to whether or not the Property is included in or affected by any lay-out plans (draft or approved) or any other plans prepared under the Town Planning Ordinance (Cap.131).

Land resumption
demolition and
reinstatement

(b) The Vendor hereby declares that he has not received or is not aware of any notice under the Lands Resumption Ordinance (Cap.124) or the Mass Transit Railway (Land Resumption and Related Provisions) Ordinance (Cap.276) or any other form of notice of similar nature under any other Ordinances relating to the resumption of the Property. If such notice existed prior to the date hereof or if any such notice shall be served on or before the actual date of completion, the Purchaser may rescind this Agreement in which event the deposit and all other monies which form part of the Price paid hereunder prior to the date of such rescission shall forthwith be refunded by the Vendor to the Purchaser in full but without any compensation cost or interest and neither party shall have any claim against the other and the parties hereto shall at the costs of the Vendor enter into and cause to be registered at the Land Registry an

Agreement for Cancellation.

- (c) The Vendor hereby declares that the Vendor has not received any notice or order from any Government or other competent authority requiring the Vendor to reinstate or repair the Property or any part thereof. If such notice or order shall be served and/or issued on or before the actual date of completion, the cost for such reinstatement or repairs shall be borne by the Vendor.
- (d) The Vendor hereby further declares that the Vendor has not received and is not aware of there being any notice or order from any Government or other competent authority or the Manager or Management Committee of the building which the Property forms part requiring the Vendor as one of the co-owners thereof to effect repairs to any common part of the said building. If such notice or order shall be served and/or issued on or before the actual date of completion, the cost for such repairs shall be borne by the Vendor.
- (e) the Vendor hereby undertakes to notify the Purchaser forthwith upon receipt of any of the aforesaid notices mentioned in the preceding sub-clauses.

Inspection 18. The Purchaser hereby confirms that he has viewed the Property. The Property is and will be sold on an "as is" basis.

Purchaser's
Failure 19. (a) Should the Purchaser (other than due to the default of the Vendor) fail to complete the purchase in accordance with any of the terms and conditions herein contained, the Vendor may by a notice in writing forthwith determine this Agreement.

(b) Upon the determination of this Agreement, all sums paid by the Purchaser by way of deposit shall be absolutely forfeited to the Vendor.

(c) Upon determination of this Agreement, the Vendor may resell the Property either by public auction or by private

contract or any other manner subject to such stipulations as the Vendor may think fit and any increase in price on resale shall belong to the Vendor. On a resale any deficiency in price shall be made good and all reasonable expenses attending such resale shall be borne by the Purchaser and such deficiency and expenses shall be recoverable by the Vendor as and for liquidated damages. On the exercise of the Vendor's right to determine or rescind this Agreement pursuant to any provision herein, the Vendor shall have the right, if this Agreement shall have been registered at the Land Registry to register at the Land Registry an instrument signed by the Vendor alone evidencing such determination or rescission as aforesaid of the sale of the Property and to vacate the registration of this Agreement and on the signing of the said instrument by the Vendor.

Vendor's
Failure

20. In the event of the Vendor (other than due to the default of the Purchaser) failing to complete the sale of the Property in accordance with the terms and conditions hereof, all moneys paid by the Purchaser to the Vendor pursuant to the provisions of this Agreement shall be forthwith returned to the Purchaser in full who shall also be entitled to recover from the Vendor damages (if any) which the Purchaser may sustain by reason of such failure on the part of the Vendor and it shall not be necessary for the Purchaser to tender an Assignment to the Vendor for execution before taking proceedings to enforce specific performance of this Agreement.

Specific
Performance

21. Nothing in this Agreement shall be so construed as to prevent either the Vendor or the Purchaser from bringing an action and obtaining a decree for specific performance of this Agreement either in lieu of the aforesaid damages or in addition to such damages as the party bringing such action may have sustained by reason of the breach by the other party to this Agreement.

Outgoings

22. (a) All outgoing (including but not limited to rates, government rent and management fees) will 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 (including but not limited to rates, government rent and management fees) in respect of the Property will be discharged by the Purchaser and all current outgoings shall if necessary be apportioned between the Vendor and the Purchaser and paid on completion.

- (b) On completion and subject to production of the relevant receipts and/or documents acceptable by the manager, the Purchaser shall pay and account to the Vendor a sum equal to the aggregate amount of all deposits which are transferable subsisting non-refundable and held at the time of completion in respect of the Property under the Deed of Mutual Covenant by the owners' committee or manager for the time being or by such other person or persons or corporation entitled to hold the same under the said Deed of Mutual Covenant.

Implied
covenants

23. There are incorporated into this Agreement as if they were herein written the covenants and the conditions 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) unless they are inconsistent with the provisions herein in which event the provisions herein shall prevail.

Interpretation

24. Where two or more persons are comprised in any of the expressions "the Vendor" and/or "the Purchaser" the agreements herein contained shall be deemed to be made by such persons jointly and severally.

25. Notwithstanding anything herein provided, if the completion date for the sale and purchase of the Property and/or any of the date(s) stipulated for payment herein shall fall on a day which is not a business day or shall fall on a day on which typhoon signal No.8 or above or rain storm black warning is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m., such date or dates for payment or the Completion Date (as the case may be) shall automatically be postponed to the next business day or such next succeeding business day on which no typhoon signal No.8 or above or rain storm black warning is hoisted

between the aforementioned hours (as the case may be). If completion is stipulated to take place on or before a certain date but no time of the day is expressly stipulated, the sale and purchase shall be completed between the hours of 9:00 a.m. and 5:00 p.m. on or before the Completion Date. For the purpose of this clause, "business day" means a day between Monday to Friday (save and except a general holiday as defined under the General Holidays Ordinance (Cap.149) of the Laws of Hong Kong).

Gender clause 26. Unless the context otherwise requires, words herein importing the masculine feminine and neuter genders shall include the others of them and words importing the singular shall include the plural and vice versa.

Marginal notes 27. The marginal notes herein are inserted for convenience and reference only, and in no way define, limit or describe the scope of this Agreement or the intent of any provisions thereof and do not form part of this Agreement.

Payment 28. Notwithstanding anything hereinbefore contained the parties hereto further agree as follows :-

(a) In respect of each payment of Price (save for the initial deposit) 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 in favour of the Payee or the Purchaser's Solicitors' cheque(s) for the relevant amount.

(b) Where the 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 reasonable 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 the Purchaser's Solicitors' cheque(s) issued in

favour of the person(s) or party(ies) entitled to such payment(s) and a separate cashier order or the Purchaser's Solicitors' cheque(s) in favour of the Payee for the balance.

- (c) The 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.

29. Should the Vendor instruct a firm of Solicitors other than Messrs. Vincent T.K. Cheung, Yap & Co. to act on his behalf in connection with the completion of the sale of the Property after the signing of this Agreement, the Vendor shall pay to Messrs. Vincent T.K. Cheung, Yap & Co. their costs for preparing this Agreement and their costs for any additional work done which may include the perusal of the relevant title deeds (such additional costs shall in no circumstances exceed one half of the incorporated Law society's Scale of Conveyancing Charges).

Residential
Property

30. The Property is a non-residential property within the meanings of S.29A(1) of the Stamp Duty Ordinance Cap 117.

31. The matters specified in S.29B(5) of the Stamp Duty Ordinance Cap.117 are set out in Part VIII of the Schedule hereto and each party hereby warrant to the other that the matters herein are in all respect accurate to the best of their knowledge.

Vacant
Possession
Notice

32. The Vendor shall deliver vacant possession of the Property to the Purchaser upon completion.

33. Any notice, request or other communication given by or on behalf of any party hereto pursuant to or in connection with this Agreement shall be deemed to have been validly given if addressed to the party to whom the notice is given or such party's solicitors. Any such notice, request, or other communication, if addressed to the party to whom it is given at such party's address in Hong Kong herein mentioned or such other address in Hong Kong as may from time to time be notified in writing by such party to the other party or his solicitors, or if addressed to the solicitors of such party at its office address, shall be deemed to have been validly given :-

- (a) if delivered personally, at the time of such delivery;
- (b) if sent by letter postage prepaid, forty-eight (48) hours after posting.

Third party's
interest

34. The Vendor hereby declares and confirms that save as disclosed herein, no third party (whether legal or equitable) has any right or interest whatsoever, 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 valid subsisting and legitimate third party claim in respect of the Property which shall not be discharged by the Vendor on or before completion, the Purchaser shall be entitled to rescind this Agreement by serving notice on the Vendor whereupon the Vendor shall forthwith return the deposit or any other money or moneys paid to the Purchaser hereunder but such rescission shall be without prejudice to the Purchaser's right to claim against the Vendor for all loss and damages sustained by the Purchaser by reason of the Vendor's failure and/or inability to complete the sale in accordance with the terms herein contained and it shall not be necessary for the Purchaser to tender an Assignment to the Vendor for execution.

Defaulting Party

35. The parties hereto agree that if anyone fails to complete the sale and purchase of the Property in accordance with the terms of this Agreement for Sale and Purchase, the defaulting party shall pay and reimburse the non-defaulting party all stamp duty and estate agent's commission paid or payable hereunder.

Inspection

36. In the event that vacant possession of the Property shall be delivered upon completion the Vendor shall permit the Purchaser to inspect the Property by reasonable notice and upon prior appointment :-

- (a) once prior to the Completion Date together with the Purchaser's potential mortgagee for valuation purpose; and
- (b) once within reasonable time prior to completion for the purpose of verifying that the Vendor shall be able to deliver vacant possession on completion.

Furniture &
Fixtures

37. (a) The Vendor shall also on completion deliver all those

furniture and fixtures set out in Part VII of the Schedule hereto which are presently located and installed in the Property (“the Furniture”) to the Purchaser or his nominee or sub-purchaser. The Purchaser shall take them in the state as they are at the Completion Date. The Vendor hereby warrants that he has good right and title to sell the Furniture and that none of the Furniture is subject to any charge, lien, hire-purchase agreement or any other incumbrances whatsoever.

- (b) For the avoidance of doubt, it is hereby expressly agreed between the parties hereto that failure by the Vendor to deliver the Furniture or any part thereof does not entitle the Purchaser to rescind this Agreement and the Purchaser must complete the sale and purchase hereunder. The only remedy available to the Purchaser is a claim for damages only.

38. 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\$20,000,000.00.

39. It is expressly provided that the Contracts (Rights of Third Parties) Ordinance (Cap.623) shall not apply to this Agreement and nothing herein will create rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623).

40. In the event that the office of either the Vendor’s solicitors or the Purchaser’s solicitors is closed on the Completion Date due to:-

- (a) any recommendation, requirement or order by the Director of Health or other competent authority for the purpose of carrying out disinfecting procedure or other relevant measures by reason of a pandemic, epidemic or other widespread outbreak of any scheduled infectious disease (as defined in the Prevention and Control of Disease Ordinance (Cap.599)); or

Third Party
Exclusion

(b) an isolation order being imposed under the said Prevention and Control of Disease Ordinance or its Regulations,

then the Completion Date shall be postponed to a date until 7 business days after the day on which such office re-opens.

41. 此合約為必買必賣。

THE SCHEDULE ABOVE REFERRED TO

PART I

The Vendor and the Purchaser

The Vendor : MEGA TOYS (H.K.) LIMITED whose registered office is situate at Unit 1109, Houston Centre, No.63 Mody Road, Tsim Sha Tsui, Kowloon, Hong Kong

(Company No.696158)

The Purchaser : WIN GLOBAL SHIPPING LIMITED (永基船務有限公司) whose registered office is situate at Unit 612-3, Houston Centre, No.63 Mody Road, Tsim Sha Tsui, Kowloon, Hong Kong

(Company No.1428832)

as Sole Owner

PART II

the Price

Price : DOLLARS ELEVEN MILLION FIVE HUNDRED AND SEVEN THOUSAND SEVEN HUNDRED ONLY (HK\$11,507,700.00) Hong Kong Currency.

PART III
the Manner of Payment

- (1) HK\$600,000.00 being initial deposit and in part payment of the Price paid by the Purchaser to the Vendor's prior to the signing of this Agreement.
- (2) HK\$550,770.00 being further deposit and in part payment of the Price paid by the Purchaser to the Vendor on or before 1st June 2023.
- (3) HK\$10,356,930.00 being balance of the Price to be paid by the Purchaser to the Vendor on or before completion herein.

PART IV
the Property

ALL THOSE 22 equal undivided 8,410th parts or shares of and in ALL THAT piece or parcel of ground registered in the Land Registry as KOWLOON INLAND LOT NO.10588 And of and in the messuages erections and buildings thereon now known as "HOUSTON CENTRE (好時中心)" ("the Building") TOGETHER with the sole and exclusive right and privilege to hold use occupy and enjoy ALL THAT UNIT NO.3 on the 11TH FLOOR of the Building.

PART V

Charge

<u>Type of Document(s)</u>	<u>Memorial No(s).</u>	<u>Mortgagee</u>
Three-party Mortgage Deed	15110400990011	Cathay Bank Hong Kong Branch

PART VI

the Deed of Mutual Covenant

<u>Type of Document(s)</u>	<u>Memorial No(s).</u>	<u>Date</u>
Deed of Mutual Covenant	UB2154935	24 th September 1981
Management Agreement	UB2154936	24 th September 1981

PART VII

the Furniture

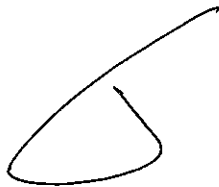
PART VIII

Matters specified in S.29B(5) of the Stamp Duty Ordinance Cap.117

- (a) The name and address of the Vendor : -
Please refer to Part I of the Schedule hereof
The name and address of the Purchaser :-
Please refer to Part I of the Schedule hereof
- (b) The Vendor's Hong Kong Identity Card Number :-
Please refer to Part I of the Schedule hereof
The Purchaser's Hong Kong Identity Card Number :-

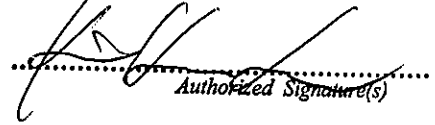
- Please refer to Part I of the Schedule hereof
- (c) The description and location of the immovable property :-
Please refer to Part IV of the Schedule hereof
- (d) The immovable property is a **non-residential** property within the meaning of S.29A(1) of the Stamp Duty Ordinance Cap.117.
- (e) The date on which the agreement for sale was made :-
Please refer to page 1 hereof
- (f) If the agreement for sale was preceded by an unwritten sale agreement, or an agreement for sale, made between the same parties and on the same terms, the date on which the first such agreement was made :- 18th May 2023
- (g) The agreed date for conveyance on sale pursuant to the agreement for sale :-
Please refer to Clause 3 hereof
- (h) The agreed consideration for the conveyance on sale that is to, or may, take place pursuant to the agreement for sale :-
Please refer to Part II of the Schedule hereof
- (i) The 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 consideration with the agreement for sale or any conveyance on sale pursuant to that agreement (excluding legal expenses), together with the name, address, and the identification number or business registration number of each person receiving or to receive such consideration, and a description of the benefit to which the consideration relates :-
- | | |
|---------------------------|---|
| Name of Estate Agent | : |
| Amount of Estate Agent | |
| Commission payable by the | |
| Vendor | : |
| Amount of Estate Agent | |
| Commission payable by the | |
| Purchaser | : |

SIGNED by Leung Kwing Hong)
)
for and on behalf of the Vendor)
)
in the presence of :-)
)



Philip Yat Lun Fu
Solicitor, Hong Kong SAR
Vincent T.K. Cheung, Yap & Co.

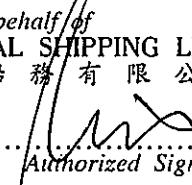
For and on behalf of
MEGA TOYS (H.K.) LIMITED



.....
Authorized Signature(s)

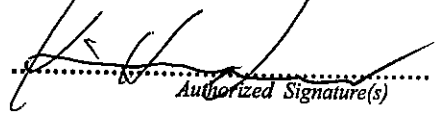
SIGNED by *Chu Ling Ling*)
Miranda _____)
for and on behalf of the Purchaser)
in the presence of :-)


CHAN MING FAI
Solicitor, HKSAR
ONC Lawyers

For and on behalf of
WIN GLOBAL SHIPPING LIMITED
永基船務有限公司
.....

Authorized Signature(s)

RECEIVED before the day and year first above written of and from the Purchaser the above mentioned initial deposit and in part payment of the Price for the sum of HK\$600,000.00

For and on behalf of
MEGA TOYS (H.K.) LIMITED


.....
Authorized Signature(s)

the Vendor

RECEIVED on or before the day and year first above written of and from the Purchaser the above mentioned further deposit and in part payment of the Price for the sum of HK\$550,770.00

For and on behalf of
MEGA TOYS (H.K.) LIMITED


.....
Authorized Signature(s)

the Vendor

Dated the 1st day of June 2023

Mega Toys (H.K.) Limited

and

Win Global Shipping Limited

A G R E E M E N T

for

Sale and Purchase



註冊摘要編號 Memorial No.:

23060801170051

本文書於2023年6月8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 08 June 2023.

Joseph Tam

土地註冊處處長
Land Registrar

ONC LAWYERS

230694 / CVPP / 7 / RC / M / 7 / W / W / Y

VINCENT T.K. CHEUNG, YAP & CO.

SOLICITORS & NOTARIES

23RD FLOOR,

OFFICE TOWER,

CONVENTION PLAZA,

NO.1 HARBOUR ROAD,

HONG KONG.

FYL/CKMC/23000902/vtyw