

MEMORIAL of an instrument to be registered in the Land Registry  
under the Land Registration Ordinance

依據土地註冊條例在土地註冊處註冊的文書之註冊摘要

註冊摘要編號  
Memorial No.:  
16012900280028

接獲日期  
(日/月/年)  
Received On  
(DD/MM/YYYY):  
29/01/2016

Solicitors Code of lodging firm 交付文書律師行的律師代號	Registration Fee 註冊費用	Please tick the appropriate box 請選擇合適方格	Other (please specify) 其他 (請註明)
	00069101 /	<input type="checkbox"/> \$210 <input type="checkbox"/> \$230 <input checked="" type="checkbox"/> \$450 <input type="checkbox"/> \$1000 <input type="checkbox"/> \$2000	\$
Nature and object of the instrument 文書的性質及目的			
ASSIGNMENT /			

Premises affected by the instrument 受文書影響的處所	Property Reference Number (if any) 物業參考編號 (如有的話)
	B8197776 /
	Address (if applicable; including the address in the Chinese language, if known) 地址 (如適用, 包括所知悉的中文地址)
	Flat No.7 on the 22nd Floor of Block C / Lei On Court / No.11 Lei Yue Mun Road / Kowloon /
Undivided Shares (if any) 所佔的不分割份數 (如有的話)	78/141292nd /
Lot Number(s) 地段編號	New Kowloon Inland Lot No.6352 /

Date of instrument 文書日期	18 / 1 / 2016 Day 日 Month 月 Year 年	Consideration 代價	HK\$5,450,000.00 /
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Names of parties (including the names in the Chinese language, if known) 各方的姓名或名稱 (包括所知悉的中文姓名或名稱)	In case of change of ownership, please specify Identification Numbers of parties (Identity Card No./ Travel Document No./ Company No./ etc.) 如涉及權轉變更, 請註明各方的身分識別號碼 (身分證號碼、旅行證件號碼、公司編號等)	Status of parties (Assignor/ Assignee/ etc.) 各方的身分 (出讓人、受讓人等)	Respective shares in, and capacities in relation to, the premises 各方在處所的各別份數和身分
CHUK KAI YIU (祝啟瑤) /	HK ID Card No. Z251581(S) /	Vendor /	
HUI KWOK CHEUNG (許國祥) /	HK ID Card No. P322952(S) /	Purchaser /	

Memorial number (including district code identifier, if applicable) of transaction satisfied 被償付的文書之註冊摘要編號 (包括地區標識代號, 如適用)	15111800190066 / 15111800190147 /	Stamp Office Instrument Reference No. 印花稅署文書編號	3-16-187132-0-0-6 /	Stamp Duty 印花稅	\$ 163500.00 /
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On this 26th day of January 2016, I (name) HUI KAY MING  
於 20 年 月 日, 本人 (姓名)  
of (name of solicitors firm) AU-YEUNG, CHENG HO AND TIN  
為 (律師行名稱)

Hong Kong, Solicitor  
的香港律師

hereby certify that the foregoing Memorial contains a just and true account of the several particulars therein set forth as required by the Land Registration Regulations.  
在此核實上述註冊摘要, 是錄載其內所列各項詳情之適當真實敘述, 以符合《土地註冊規例》的規定。

**MEMORIAL of an instrument to be registered in the Land Registry  
under the Land Registration Ordinance**

依據土地註冊條例在土地註冊處註冊的文書之註冊摘要

Solicitors Code of lodging firm 交付文書律師行的律師代號	Registration Fee 註冊費用	Please tick the appropriate box 請選擇合適方格	Other (please specify) 其他 (請註明)
	00074301	<input type="checkbox"/> \$210 <input type="checkbox"/> \$230 <input checked="" type="checkbox"/> \$450 <input type="checkbox"/> \$1000 <input type="checkbox"/> \$2000	\$
Nature and object of the instrument 文書的性質及目的			
ASSIGNMENT with plan			



註冊摘要編號  
Memorial No.:  
08062602210091

接獲日期  
(日/月/年)  
Received On  
(DD/MM/YYYY):  
26/06/2008

Premises affected by the instrument 受文書影響的處所	Property Reference Number (if any) 物業參考編號 (如有的話)	B8197776
	Address (if applicable; including the address in the Chinese language, if known) 地址 (如適用, 包括所知悉的中文地址)	Flat No.7, 22nd Floor, Block C, Lei On Court, No.11 Lei Yue Mun Road, Kowloon (中文地址不詳)
	Undivided Shares (if any) 所佔的不分攤份數(如有的話)	78/141292
	Lot Number(s) 地段編號	NEW KOWLOON INLAND LOT NO.6352

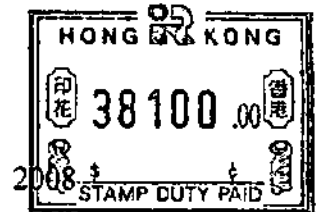
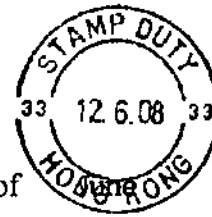
Date of instrument 文書日期	2 / 6 / 2008 Day 日 Month 月 Year 年	Consideration 代價	\$2,186,000.00
Names of parties (including the names in the Chinese language, if known) 各方的姓名或名稱 (包括所知悉的中文姓名或名稱)	In case of change of ownership, please specify Identification Numbers of parties (Identity Card No./Travel Document No./Company No./etc.) 如涉及業權轉讓, 請註明各方的身分識別號碼(身分證號碼、旅行證件號碼、公司編號等)	Status of parties (Assignor/Assignee/etc.) 各方的身分(出讓人、受讓人等)	Respective shares in, and capacities in relation to, the premises 各方在處所的各別份數和身分
THE HONG KONG HOUSING AUTHORITY  WONG SHING YIM (王成艷) AND CHUK KAI YIU (祝啓瑤)	C.R. NO.SO-90003  HKIC NO.H447549(8)  HKIC NO.Z251581(5)	Vendor   Purchaser	as Joint Tenants
Memorial number (including district code identifier, if applicable) of transaction satisfied 被償付的文書之註冊摘要編號 (包括地區標識代號, 如適用)	NIL	Stamp Office Instrument Reference No. 印花稅署文書編號	Stamp Duty 印花稅
		3-09-042802-0-0-2	\$ 38100

On this 24th day of June, 2008, I (name) WONG WANG HOW DENNIS  
 於 2008 年 6 月 24 日, 本人 (姓名) 黃宏孝  
 of (name of solicitors firm) GARY MAK, DENNIS WONG & CHANG Hong Kong, Solicitor  
 為 (律師行名稱) 參黃張律師行 的香港律師  
 hereby certify that the foregoing Memorial contains a just and true account of the several particulars therein set forth as required by the Land Registration Regulations.  
 在此核實上述註冊摘要, 是錄載其內所列各項詳情的確當真實敘述, 以符合《土地註冊規例》的規定。

LR 22A (R&B)

Hong Kong 香港

BC721957



THIS ASSIGNMENT is made the 2nd day of

BETWEEN

- (1) **THE HONG KONG HOUSING AUTHORITY** a body corporate established by virtue of Section 3 of the Housing Ordinance (Cap. 283) ("the Vendor") and
- (2) **WONG SHING YIM** (王成豐) and **CHUK KAI YIU** (祝啓瑤) both ~~xxx~~ of Flat No. 7, on the 22nd Floor of Block C, of Lei On Court, Lei Yue Mun Road, Lam Tin, Kowloon, Hong Kong ("the Purchaser").

1. In consideration of the sum of **DOLLARS TWO MILLION ONE HUNDRED AND EIGHTY SIX THOUSAND** -----

**ONLY Hong Kong Currency (HK\$2,186,000.00)** paid by the Purchaser to the Vendor (receipt whereof is acknowledged) the Vendor as beneficial owner **ASSIGNS** to the Purchaser the property described in paragraph (1) of the Schedule hereto ("the Property") **EXCEPTING AND RESERVING** the rights as are excepted and reserved in paragraph (1)(b) of the Schedule and **SUBJECT TO** and **WITH THE BENEFIT OF** such easements and other appurtenant rights described in paragraphs (1)(c) and (1)(d) of the Schedule **TO HOLD** the same unto the Purchaser (in the event of the Purchaser being more than one person, as joint tenants) for the residue of the term of years created by the Government Lease referred to in paragraph (2) of the Schedule ("the Lease") subject to the payment of a due proportion of the rent reserved by and the covenants conditions and provisos contained in the Lease and subject to and with the benefit of the Deed of Mutual Covenant referred to in paragraph (3) of the Schedule ("the said Deed of Mutual Covenant").

2. This Assignment is subject to the terms covenants and conditions contained in the Schedule to the Housing Ordinance (Cap. 283) and any amendments thereto.

3. The Purchaser **HEREBY COVENANTS** with the Vendor that the Purchaser will observe and perform the covenants terms and conditions by and in the said Deed of Mutual Covenant reserved and contained and will indemnify the Vendor against all actions suits expenses claims and demands on account of or in respect of the non-observance or non-performance of the said covenants terms and conditions or any of them.



4. The Purchaser HEREBY COVENANTS with the Vendor that the Purchaser acknowledges the rights conferred on the Hong Kong Housing Authority (and its successors and assigns) under Clause 1(f) of the said Deed of Mutual Covenant to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression "the Covenanting Purchaser") and shall enure for the benefit of the Estate as referred to in the Schedule hereto and be enforceable by the Vendor and its successors and assigns that :-

- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Hong Kong Housing Authority under Clause 1(f) of the said Deed of Mutual Covenant and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or impede or hinder the exercise of the said rights by the Hong Kong Housing Authority (and its successors and assigns);
- (ii) the Covenanting Purchaser shall, if required by the Hong Kong Housing Authority, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Hong Kong Housing Authority, to facilitate the exercise of the said rights by the Hong Kong Housing Authority;
- (iii) the Covenanting Purchaser hereby expressly and irrevocably appoints the Hong Kong Housing Authority (and its successors and assigns) to be his attorney and grants unto the Hong Kong Housing Authority (and its successors and assigns) the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Hong Kong Housing Authority (and its successors and assigns) as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and

- (iv) in the event of the Covenanting Purchaser selling or otherwise disposing of the Property, the Covenanting Purchaser shall procure the purchaser or assignee thereof to enter into the same binding covenants on terms similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained.

PROVIDED that upon the Covenanting Purchaser complying with and performing the covenant (iv) hereinbefore contained, the Covenanting Purchaser shall not be liable for any breach of the covenants (i), (ii) and (iii) hereinbefore contained which may happen after the Covenanting Purchaser shall have sold or otherwise disposed of the Property in respect whereof such purchaser or assignee shall have entered into such covenants similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained.

5. The Purchaser HEREBY FURTHER COVENANTS with the Vendor that the Purchaser acknowledges the rights conferred on the Hong Kong Housing Authority (and its successors and assigns) as Manager under Clauses 5(c)(34) and 5(c)(35) of the said Deed of Mutual Covenant to the intent that such covenant shall bind the Property and the Covenanting Purchaser and shall enure for the benefit of the Estate as referred to in the Schedule hereto and be enforceable by the Vendor and its successors and assigns that :-

- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Manager (as defined in the said Deed of Mutual Covenant) under Clauses 5(c)(34) and 5(c)(35) of the said Deed of Mutual Covenant and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Manager;
- (ii) the Covenanting Purchaser shall, if required by the Manager, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Manager, to facilitate the exercise of the said rights by the Manager;
- (iii) the Covenanting Purchaser hereby expressly and irrevocably appoints the Manager to be his attorney and grants unto the Manager the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as

may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Manager as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and

- (iv) in the event of the Covenanting Purchaser selling or otherwise disposing of the Property, the Covenanting Purchaser shall procure the purchaser or assignee thereof to enter into the same binding covenants on terms similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained.

PROVIDED that upon the Covenanting Purchaser complying with and performing the covenant (iv) hereinbefore contained, the Covenanting Purchaser shall not be liable for any breach of the covenants (i), (ii) and (iii) hereinbefore contained which may happen after the Covenanting Purchaser shall have sold or otherwise disposed of the Property in respect whereof such purchaser or assignee shall have entered into such covenants similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained.

6. In the event of the Purchaser being more than one person, the covenants by the Purchaser herein contained and implied by the Conveyancing and Property Ordinance (Cap. 219) are joint and several.

7. It is hereby agreed and declared by the parties hereto that the initial market value of the Property is **DOLLARS THREE, MILLION, TWO, HUNDRED, SIXTY, THOUSAND, AND THREE, HUNDRED** -----  
**ONLY Hong Kong Currency (HK\$ 3,260,300.00 )**.

8. 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\$2,351,760.00~~  
**HK\$3,000,000.00.** /

IN WITNESS whereof the Vendor and the Purchaser have executed this Assignment the day and year first above written.

## **SCHEDULE**

**(1) The Property :-**

**(a) Lot number, sections, undivided shares, description and address :-**

ALL THOSE 78 / equal undivided 141,292nd parts or shares of and in ALL THAT piece or parcel of ground registered in the Land Registry as NEW KOWLOON INLAND LOT NO. 6352 ("the said land") and of and in the messuages erections and buildings thereon known at the date hereof as **LEI ON COURT ( 鯉安苑 )** ("the Estate") together with the solè and exclusive right to hold use occupy and enjoy ALL THAT FLAT NO. 7 / on the 22ND / FLOOR of BLOCK C / of **LEI ON COURT ( 鯉安苑 )**, Lei Yue Mun Road, Lam Tin, Kowloon, Hong Kong which Flat for the purpose of identification only is shown coloured Pink on the plan annexed hereto.

**(b) Exceptions and reservations :-**

(i) Except and reserved as in the Lease is excepted and reserved.

(ii) Excepting and reserving unto the Vendor its successors and assigns other than the Purchaser :-

(I) the exclusive right to hold, use, occupy and enjoy the whole of the Estate save and except :-

(aa) the Property; and

(bb) such areas and facilities (if any) as may be designated as Common Areas and Facilities in the said Deed of Mutual Covenant or are intended for common use.

(II) such exclusive rights of the Vendor its successors and assigns as are more particularly set out in Clause 1(f) and Clause 4 of the said Deed of Mutual Covenant; and

(III) such other rights and privileges of the Vendor its successors and assigns other than the Purchaser as are specified or contained in the said Deed of Mutual Covenant.

- (c) Easements and other appurtenant rights the benefit of which is assigned with the Property :-

All rights, rights of way, privileges, easements and appurtenances belonging or appertaining to the Property and such rights, rights of way, privileges, easements and other appurtenant rights (if any) as contained in the Lease, the said Deed of Mutual Covenant and in any other instrument or instruments registered in the Land Registry so far as the same affect the Property and are still subsisting and capable of being enforced.

- (d) Easements and other appurtenant rights to which the Property is subject :-

All rights, rights of way, privileges and easements as contained in the Lease, the said Deed of Mutual Covenant and in any other instrument or instruments registered in the Land Registry so far as the same affect the Property and are capable of being enforced and all subsisting rights, rights of way, privileges and easements to which the Property is subject.

**(2) The Lease :-**

- (a) Date : the 25th day of July 2002
- (b) Parties : The Government of the Hong Kong Special Administrative Region of the one part and the Hong Kong Housing Authority of the other part
- (c) Term : for a term of fifty years commencing on the 25th day of July 2002
- (d) Lot : NEW KOWLOON INLAND LOT NO. 6352

**(3) The said Deed of Mutual Covenant :-**

Deed of Mutual Covenant dated the 10th day of October 2002 and made between The Hong Kong Housing Authority and Wong Loi Tak and Lai Tak Yin and registered in the Land Registry by Memorial No. UB8802765.



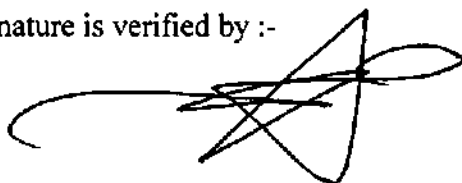
SIGNED SEALED AND DELIVERED by )

WU Kam Ming  
Estate Surveyor  
Housing Department



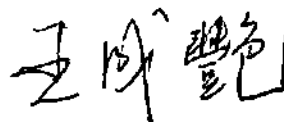
WU Kam Ming  
Estate Surveyor  
Housing Department

for and on behalf of the Vendor duly )  
authorized under and by virtue of Section 10 )  
of the Housing Ordinance (Cap. 283) whose )  
signature is verified by :- )



WONG WANG HOW DENNIS  
Solicitors, Hong Kong SAR  
Gary Mak, Dennis Wong & Chang

SIGNED SEALED AND DELIVERED by )  
the Purchaser (having been identified by the )  
production of Hong Kong Identity Card(s)) )  
in the presence of :- )



(Hong Kong Identity Card  
No. H447549(8) )

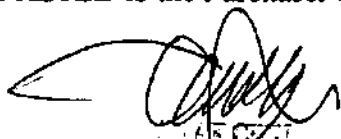


Gary Mak, Dennis Wong & Chang  
Solicitors, Hong Kong SAR



(Hong Kong Identity Card  
No. Z251581(5) )

INTERPRETED to the Purchaser by :-



WONG WANG HOW DENNIS  
Solicitors, Hong Kong SAR  
Gary Mak, Dennis Wong & Chang

I hereby verify the signature  
of YU TAK CHIU

WONG WANG HOW DENNIS  
Solicitors, Hong Kong SAR  
Gary Mak, Dennis Wong & Chang

DATED the 2nd day of June 2008.

THE HONG KONG HOUSING AUTHORITY

to

WONG, SHING YIM.

and

CHUK, KAI YIU,

\*\*\*\*\*

ASSIGNMENT

of

78 /141,292nd parts or shares of and in New  
Kowloon Inland Lot No. 6352 (Flat No. 7 , on the  
22nd Floor of Block C , of LEI ON COURT, Lei  
Yue Mun Road, Lam Tin, Kowloon, Hong Kong)

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註冊摘要編號 Memorial No.:

**08062602210091**

本文書於2008年6月26日在土地註冊處  
以上述註冊摘要編號註冊。

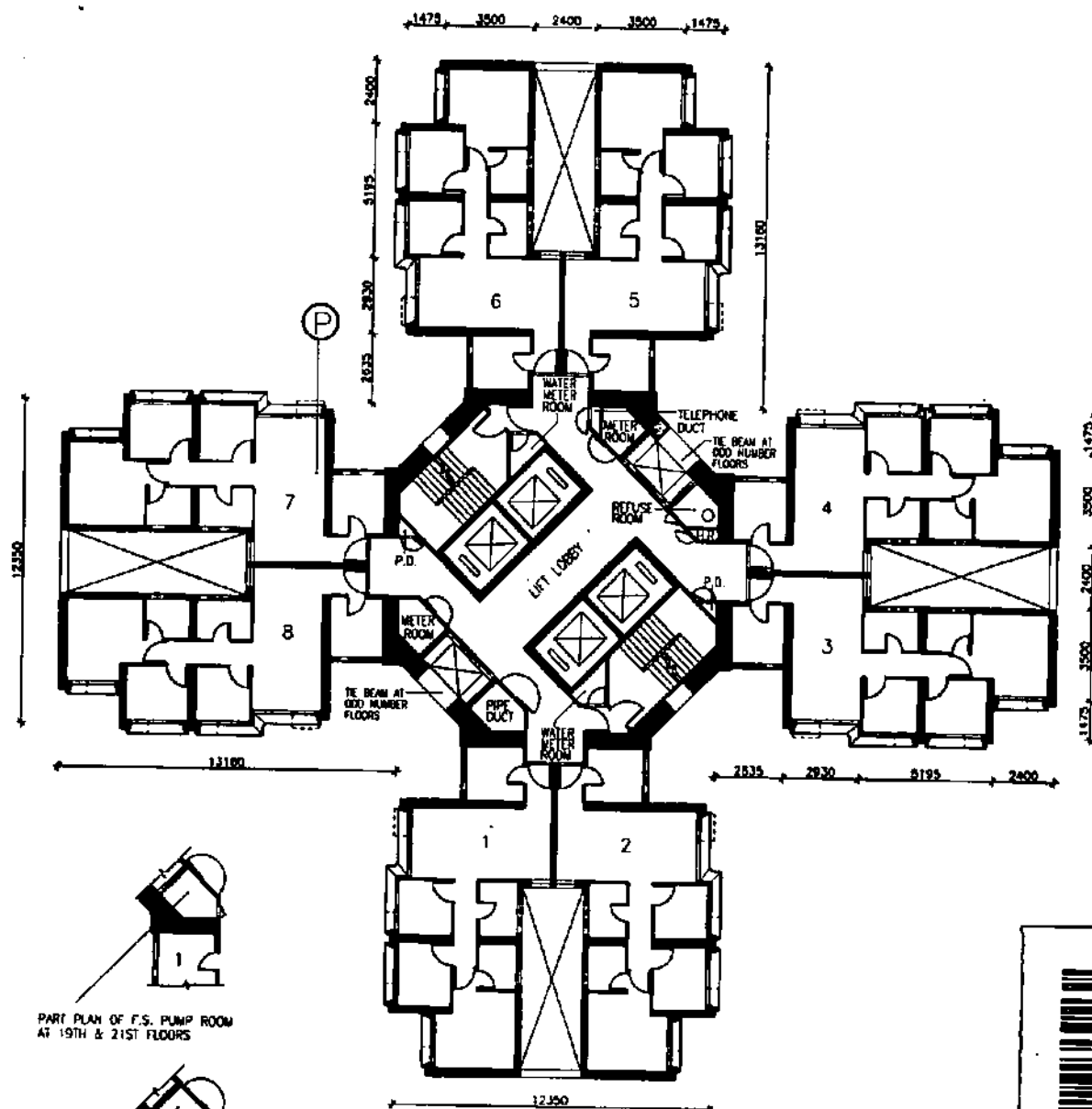
This instrument was registered in the  
Land Registry by the above Memorial  
No. on 26 June 2008.



土地註冊處處長  
Land Registrar

GARY MAK, DENNIS WONG & CHANG  
SOLICITORS  
HONG KONG

Ref: W/A 10301 /HOS801 /2008VP



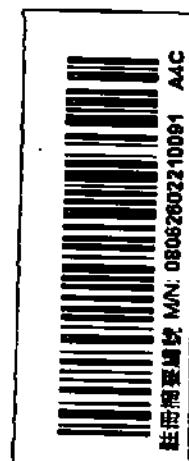
PART PLAN OF F.S. PUMP ROOM  
AT 19TH & 21ST FLOORS

PART PLAN OF F.S. PRESSURE REDUCING  
VALVE ROOM AT 20TH & 22ND FLOORS

PART PLAN OF BREAK TANK ROOM (FRESH WATER)  
AT 17TH, 24TH, 31ST & 35TH FLOORS  
BREAK TANK ROOM (FLUSH WATER) AT 14TH & 28TH FLOORS  
BREAK TANK ROOM (FLOOR WASHING) AT 15TH & 29TH FLOORS

Ⓟ = PINK

22ND FLOOR PLAN  
BLOCK C  
LEI ON COURT  
N.K.I.L. NO. 6352



*[Handwritten signature]*

Chan Chun-wai, Samson  
Chartered Building Surveyor  
Authorized Person (S)  
AHKIS MRICS RPS (BS)



稅務局  
印花稅署  
香港灣仔告士打道5號 稅務大樓3樓

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

INLAND REVENUE DEPARTMENT  
STAMP OFFICE  
3/F, Revenue Tower, 5 Gloucester Road,  
Wan Chai, Hong Kong.

網址 Web site: [www.ird.gov.hk](http://www.ird.gov.hk)  
電郵 E-mail: [taxsdo@ird.gov.hk](mailto: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.: 3-16-187132-0-0-6 ✓  
文書性質 Nature of Instrument: 樓契 Assignment ✓  
文書簽立日期 Date of Instrument: 18/01/2016 ✓ (日 Day / 月 Month / 年 Year)  
代價款額 Consideration: \$5,450,000.00 ✓  
取得之權益 Interest acquired: 100.00%  
物業地址 Property Address: Flat No.7 on the 22nd Floor of  
Block C  
Lei On Court ✓  
No.11 Lei Yue Mun Road KL ✓

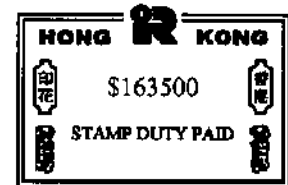
有關人士姓名及身份  
Name and capacity of parties:

**賣方 Vendor(s):**

(1) CHUK KAI YIU ✓

**買方 Purchaser(s):**

(1) HUI KWOK CHEUNG ✓



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.	: 16-3-0361458-5
加蓋印花日期 Date of Stamping	: 27/01/2016 (日 Day / 月 Month / 年 Year)
已付印花稅 Stamp Duty Paid	: \$163,500.00 ✓
已付額外印花稅 Special Stamp Duty Paid	: 不須繳付 / Not chargeable
已付買家印花稅 Buyer's Stamp Duty Paid	: 不須繳付 / Not chargeable
付款方式 Payment Method	: 支票 Cheque



印花稅署署長 黃禮輝  
WONG Kuen-fai  
Collector of Stamp Revenue

I.R.C.表格第 3511 號  
I.R.C. 3511

你可於 [www.gov.hk/estamping](http://www.gov.hk/estamping) 核對此證明書的真確性  
You may check the authenticity of this certificate at [www.gov.hk/estamping](http://www.gov.hk/estamping)



註冊編號 M/N: 16012900280028 DOC

**THIS ASSIGNMENT** is made the 18<sup>th</sup> day of January  
Two thousand and Sixteen

**BETWEEN:-**

- (1) CHUK KAI YIU (祝啟瑤) of Flat B, 39th Floor, Tower 2, The Harbourside  
1 Austin Road, Kowloon --  
(the "**Vendor**") and
- (2) HUI KWOK CHEUNG (許國祥) of Flat No.7 on 22<sup>nd</sup> Floor of Block C of Lei On  
Court, No.11 Lei Yue Mun Road, Kowloon, Hong Kong (the "**Purchaser**")

**WHEREAS** the Purchaser is a prescribed nominee within the definition set out in the Paragraph 1A of the Schedule to the Housing Ordinance (Cap.283), who is nominated by the Hong Kong Housing Authority to purchase the Property as hereinafter defined subject to the terms, covenants and conditions in the Schedule to the Housing Ordinance (Cap.283).

1. **IN CONSIDERATION** of the sum of **HONG KONG DOLLARS FIVE MILLION FOUR HUNDRED AND FIFTY THOUSAND ONLY (HK\$5,450,000.00)** paid by the Purchaser to the Vendor (receipt whereof is acknowledged) the Vendor as surviving joint tenant and as Beneficial Owner **ASSIGNS** to the Purchaser the land described in the **Schedule** hereto (the "**Property**") **TO HOLD** the same unto the Purchaser (in the event of the Purchaser being more than one person, as joint tenants) for the residue of the term of years created by the Government Lease referred to in the Schedule ("the Government Lease") subject to the payment of the due proportion of the yearly government rent reserved by and the covenants conditions and provisos contained in the Government Lease And Subject to and with the benefit of a Deed of Mutual Covenant as more particularly described in the Schedule hereto ("**the Deed of Mutual Covenant**").

2. This Assignment is subject to the terms covenants and conditions (hereinafter called "the said terms covenants and conditions") contained in the Schedule to the Housing Ordinance (Cap.283) and any amendments thereto.

3. The Vendor so far as relates to the Property hereby covenants with the Purchaser that the Deed of Mutual Covenant is now good valid and subsisting and in no way becomes voidable and that the covenants terms and conditions contained in the Deed of Mutual Covenant have been observed and performed up to the date of this Assignment.

4. The Purchaser with the object and intention of affording to the Vendor a full and sufficient indemnity but not further or otherwise hereby covenants with the Vendor that the Purchaser will henceforth during the residue of the said term perform and observe all the covenants terms and conditions contained in the Deed of Mutual Covenant so far as they relate to or affect the Property but not further or otherwise and will indemnify and keep indemnified the Vendor from and against all actions suits costs expenses claims and demands for or on account of or in respect of the breach or the non-performance or non-observance of the said covenants terms and conditions or any of them.

5. The Purchaser hereby covenants with the Vendor that the Purchaser acknowledges the rights conferred on the Hong Kong Housing Authority (and its successors and assigns) under Clause 1(f) of the Deed of Mutual Covenant to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression "the Covenanting Purchaser") and shall enure for the benefit of the Estate as referred to in the Schedule hereto and be enforceable by the Vendor and its successors and assigns that :-

- (i) the Covenanting Purchaser confirms and acknowledges the covenants rights, entitlements, exceptions and reservations granted and conferred on the Hong Kong Housing Authority under Clause 1(f) of the Deed of Mutual Covenant and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or impede or hinder the exercise of the said rights by the Hong Kong Housing Authority (and its successors and assigns);
- (ii) the Covenanting Purchaser shall, if required by the Hong Kong Housing Authority, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Hong Kong Housing Authority, to facilitate the exercise of the said rights by the Hong Kong Housing Authority;

- (iii) the Covenantee Purchaser hereby expressly and irrevocably appoints the Hong Kong Housing Authority (and its successors and assigns) to be has attorney and grants unto the Hong Kong Housing Authority (and its successors and assigns) the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenantee Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Hong Kong Housing Authority (and its successors and assigns) as aforesaid with the full power of delegation and the Covenantee Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such apportionment and grant; and
- (iv) in the event of the Covenantee Purchaser selling or otherwise disposing of the Property, the Covenantee Purchaser shall procure the purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained.

PROVIDED that upon the Covenantee Purchaser complying with and performing the covenant (iv) hereinbefore contained, the Covenantee Purchaser shall not be liable for any breach of the covenants (i), (ii) and (iii) hereinbefore contained which may happen after the Covenantee Purchaser shall have sold or otherwise disposed of the Property in respect whereof such purchaser or assignee shall have entered into such covenants similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained.

6. The Purchaser hereby further covenants with the Vendor that the Purchaser acknowledges the rights conferred on the Hong Kong Housing Authority (and its successors and assigns) as Manager under Clause 5(c)(34) and 5(c)(35) of the Deed of Mutual Covenant to the intent that such covenant shall bind the Property and the Covenantee Purchaser and shall enure for the benefit of the Estate as referred to in the Schedule hereto and be enforceable by the Vendor and its successors and assigns that :-

- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Manager (as defined the Deed of Mutual Covenant) under Clauses 5(c)(34) and 5(c)(35) of the Deed of Mutual Covenant and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Manager;
- (ii) the Covenanting Purchaser shall, if required by the Manager, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Manager, to facilitate the exercise of the said rights by the Manager;
- (iii) the Covenanting Purchaser hereby expressly and irrevocably appoints the Manager to be has attorney and grants unto the Manager the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Manager as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and
- (iv) in the event of the Covenanting Purchaser selling or otherwise disposing of the Property, the Covenanting Purchaser shall procure the purchaser or assignee thereof to enter into the same binding covenants on terms similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained.

PROVIDED that upon the Covenanting Purchaser complying with and performing the covenant (iv) hereinbefore contained, the Covenanting Purchaser shall not be liable for any breach of the covenants (i), (ii) and (iii) hereinbefore contained which may happen after the Covenanting Purchaser shall have sold or otherwise disposed of the Property in respect whereof such purchaser or assignee shall have entered into such covenants similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained.



7. It is hereby agreed and declared by the parties hereto that the respective covenants by the Vendor and the Purchaser implied by the Conveyancing and Property Ordinance (Cap.219) shall be construed and shall take effect so far as they affect or relate to the Property but not further or otherwise.

8. 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\$6,000,000.00.

9. The Purchaser acknowledges that he is purchasing the Property subject to the liability for payment of premium as set out in paragraph 1 of the Schedule to the Housing Ordinance Cap.283. The Vendor declares that for the purpose of calculation of the amount of premium under paragraph 1(b) of the Schedule to the Housing Ordinance, the Initial Market Value and the Purchase Price of the Property are specified in Assignment Memorial No.08062602210091 as HK\$3,260,300.00 and HK\$2,186,000.00 respectively.

**IN WITNESS** whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

## **SCHEDULE**

1. The Property :-

(a) Description, address, lot number(s), section(s), undivided share(s), etc. :-

ALL THOSE 78 equal undivided 141,292<sup>nd</sup> parts or shares of and in ALL THAT piece or parcel of ground registered in the Land Registry as NEW KOWLOON INLAND LOT NO.6352 ("the Land") And of and in the messuages erections and buildings thereon known at the date hereof as LEI ON COURT (鯉安苑) ("the Estate") TOGETHER with the sole and exclusive right and privilege to hold use occupy and enjoy ALL THAT FLAT NO.7 on the 22<sup>ND</sup> FLOOR of BLOCK C of the Estate which Flat for the purpose of identification only is shown coloured Pink on the Plan annexed to an Assignment registered in the Land Registry by Memorial No.08062602210091 ("the Assignment"). ✓

(b) Exceptions and Reservations etc. :-

- (1) Except and Reserved as in the Government Lease is excepted and reserved;
- (2) Except and reserved as in the Assignment is excepted and reserved.

(c) Easements and other appurtenant rights, if any :-

- (1) Subject to and with the benefit of all existing rights of way (if any) and all other rights privileges easements and appurtenances belonging to the Property and those as are more particularly defined, described and/or referred to in the Assignment.
- (2) Subject to and with the benefit of the Deed of Mutual Covenant.

2. The Government Lease :-


- (a) Date : The 25<sup>th</sup> day of July 2002;
- (b) Parties : The Government of the Hong Kong Special Administrative Region of the one part and Hong Kong Housing Authority of the other part;
- (c) Term : for a term of fifty years commencing on the 25<sup>th</sup> day of July 2002; ✓
- (d) Lot No. : New Kowloon Inland Lot No.6352. ✓

3. The Deed of Mutual Covenant :-

A Deed of Mutual Covenant registered in the Land Registry by Memorial No.UB8802765. ✓

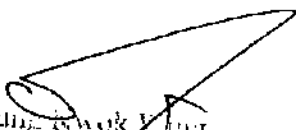
**SIGNED SEALED AND DELIVERED )**

by the Vendor (having been previously )  
identified by production of Hong Kong )  
Identity Card No.Z251581(5)) in the )  
presence of :- )



Leung Kwok Wing  
Clerk to Messrs. Chan, Wong & Yip  
Solicitors, Hong Kong SAR

**INTERPRETED** to the Vendor by :-



Leung Kwok Wing  
Clerk to Messrs. Chan, Wong & Yip  
Solicitors, Hong Kong SAR

I hereby verify the signature  
of Leung Kwok Wing



**CHAN BUT SUI**  
Solicitor, Hong Kong SAR  
CHAN, WONG & YIP, SOLICITORS

**SIGNED SEALED AND DELIVERED )**

by the Purchaser ( having been previously )  
identified by production of Hong Kong )  
Identity Card No.P322952(5)) in the )  
presence of :- )

許國祥





**LEE SUK YEE**  
Clerk to Messrs. Au-Yeung, Cheng, Ho & Tin  
Solicitors, Hong Kong SAR

**INTERPRETED** to the Purchaser by :-



**LEE SUK YEE**  
Clerk to Messrs. Au-Yeung, Cheng, Ho & Tin  
Solicitors, Hong Kong SAR

I hereby verify the signature of  
the abovesigned

**LEE SUK YEE**

**LAM KIN MAN**

Solicitor, Hong Kong SAR  
AU YEUNG, CHENG, HO & TIN

Dated the 18<sup>th</sup> / day of January 2016. /

CHUK KAI YIU /

TO

HUI KWOK CHEUNG /

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**ASSIGNMENT**

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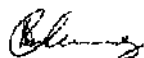


註冊摘要編號 Memorial No.:

**16012900280028**

本文書於2016年1月29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 29 January 2016.



土地註冊處處長  
Land Registrar

Messrs. Au-Yeung, Cheng, Ho & Tin.  
Solicitors,  
14<sup>th</sup> Floor,  
Far East Consortium Building,  
121 Des Voeux Road Central,  
Hong Kong

Ref: EC/512954P/15 /