

**2025 OVERSEAS LAWYERS
QUALIFICATION EXAMINATION**

HEAD I: CONVEYANCING

Thursday, 23 October 2025



2025 Overseas Lawyers Qualification Examination

Head I: Conveyancing

Question 1 (25 marks)

Jack, whose wife Jill died on 8 January 2025, signed a Provisional Agreement for Sale and Purchase (the “Provisional Agreement”) on 22 October 2025 to sell to Pinky a property known as Apartment 4, 10th Floor (the “Property”) of Beauty Mansion (the “Building”), which stands on Inland Lot No. 8 (the “Lot”). Jack and Jill bought the Property on 25 October 2023. The Property was assigned to them as joint tenants.

The government lease relating to the Lot (the “Government Lease”) provides that the permitted user of the Lot is “residential”. According to the deed of mutual covenant and the occupation permit governing the Building, the permitted user is “domestic”.

The Provisional Agreement includes the following terms:

- “1. *The Vendor will sell a good title to the Purchaser.*
2. *Completion will take place on or before 12 December 2025.*
3. *The purchase price of the Property is HK\$6,380,000.00 which will be paid by the Purchaser to the Vendor in the manner as follows:*
 - (a) *an initial deposit in the sum of HK\$319,000.00 will be paid upon the signing of this Agreement;*
 - (b) *a further deposit in the sum of HK\$319,000.00 will be paid on or before 5 November 2025; and*

(See over the page for a continuation of Question 1)

(c) *the balance of purchase price in the sum of HK\$5,742,000.00 will be paid upon completion on or before 12 December 2025.*

4. *The parties will sign a formal agreement for sale and purchase on or before 5 November 2025.*
5. *Each party will pay his/her own legal costs. The Purchaser will pay the registration fees and all forms of stamp duty where applicable.”*

Questions:

Answer the following questions giving reasons for your answers:

- 1.1 If the formal agreement for sale and purchase (the “Formal Agreement”) is signed on or before 5 November 2025, will any stamp duty be payable and if so, how much? When will such stamp duty be payable and who will be responsible for the payment?**

(10 marks)

- 1.2 Assume that after signing the Formal Agreement, Pinky decides to sign a letter of nomination (the “Nomination”) nominating her son, Sonny to take up the Assignment of the Property in his sole name at completion and directing Jack to execute this Assignment.**

What potential title problems, if any, would Pinky’s payments of the initial and further deposits pose when Sonny, as its sole owner wants to sell the Property? Explain the provisions, if any, which should be included in the Nomination to prevent requisitions on this matter from being raised during the sale of the Property.

(7 marks)

(See the next page for a continuation of Question 1)

1.3 Will the Nomination attract any stamp duty?

(3 marks)

1.4 The names of Jack and Jill appear as the last entry in the “Owners’ Particulars” of the land search against the Property obtained from the Land Registry, in which they are described as “joint tenants”.

What title investigation should Pinky conduct to make sure that Jack can sell the Property as the sole owner?

(5 marks)

Question 2 (25 marks)

In 2015, Oscar and Olivia bought a residential flat known as 8A Pine Court (the “Flat”) for a consideration of HK\$10 million. The Flat was assigned to them as joint tenants. They funded their purchase by using HK\$2 million of their own savings and borrowing HK\$8 million from the ABC Bank Ltd (“ABC”). The loan from ABC is secured by a first legal charge (the “Mortgage”) of the Flat and is repayable by equal monthly instalments of principal and interest. The Mortgage is substantially in the same form as Form 5 of the Third Schedule to the Conveyancing and Property Ordinance, Cap. 219. After completing their purchase, Oscar and Olivia moved into the Flat.

In 2022, Olivia moved out of the Flat, but Oscar continued to live there. Olivia later sent a written notice (the “Notice”) to Oscar saying: “By this notice, I hereby sever our joint tenancy of the Flat at law and in equity”. Olivia dated and signed the Notice and sent it by registered post to Oscar at the Flat. Olivia also registered the Notice at the Land Registry. After receiving the Notice, Oscar sent Olivia a written letter saying that he did not agree to sever their joint tenancy.

In January 2025, Oscar moved out of the Flat. Oscar and Olivia, with the written consent of ABC, then let the Flat to Tim by a written tenancy agreement for a term of two years starting on 20 January 2025 (the “Tenancy Agreement”). Tim did not register the Tenancy Agreement at the Land Registry.

Olivia died in August 2025 leaving the whole of her estate by a valid will to Nancy, her niece. Before her death, Olivia and Oscar had each paid half of the monthly Mortgage repayments. After Olivia’s death, Oscar could no longer afford to make the monthly repayments and since August, he has paid the interest due under the Mortgage, but has not repaid any of the principal. The rates and management charges have also remained

(See the next page for a continuation of Question 2)

unpaid since August 2025. In September 2025, the building manager of Pine Court registered in the Land Registry a charge in respect of unpaid management charges against the Flat. This is permitted under the deed of mutual covenant for Pine Court.

ABC now wants to sell the Flat quickly at the best possible price. ABC thinks that it can obtain the best price by selling with vacant possession. Oscar does not want ABC to sell the Flat as he believes that property prices are too low but that they will improve in the near future. Oscar would therefore like to stop the sale.

Question:

Answer the following question giving reasons for your answers:

Advise ABC on its rights to take possession and sell the Flat. Include in your answer advice as to the duties owed by ABC to the mortgagors when selling the Flat, how ABC can discharge those duties and the remedies available to the mortgagors if ABC breaches those duties. In addition, advise ABC how it should apply the proceeds of sale.

(25 marks)

Question 3 (25 marks)

Triumph Tower (the “Building”) is a 20-storey building built in 1972. There are two ground-floor shops in the Building, Shops A and B. The remaining units are residential. The owners incorporated in 1999 and the building manager is Mance Management Ltd. (the “Manager”). The deed of mutual covenant for the Building (the “DMC”) is relatively short, and does not define the common parts (neither does any other title deed). The DMC includes covenants by owners that they will not make any structural alterations to any part of the Building, and will not make any alterations which breach the Buildings Ordinance, Cap. 123.

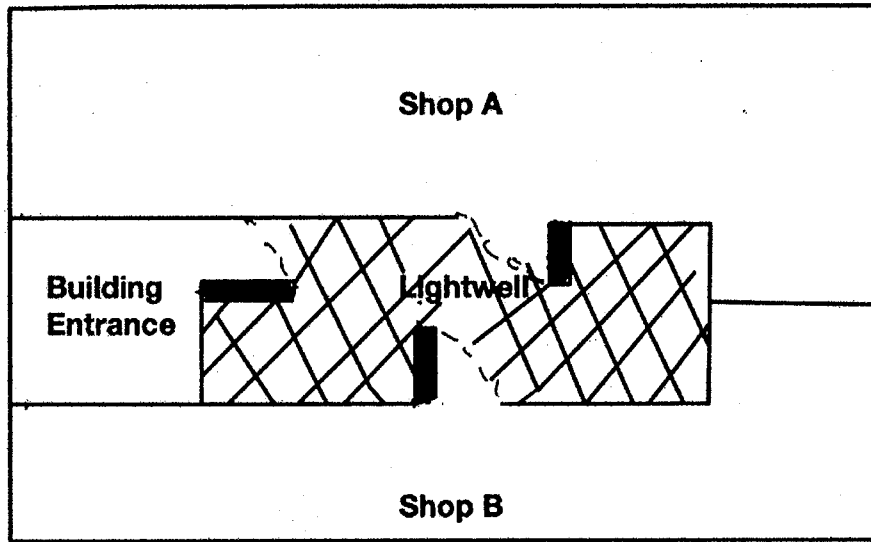
The Building is built around a lightwell which extends from the ground floor of the Building up to the top of the Building and which is open at the top. The base of the lightwell (the “Lightwell Area”) is on the ground floor of the Building and is shown hatched black on the attached plan (the “Plan”). The Lightwell Area was unoccupied until 2009 when Donald purchased Shops A and B on the ground-floor of the Building and opened a café named “The Big & Beautiful Café” (the “Café”). Each Shop has a side door leading to the Lightwell Area as shown on the Plan. Donald uses the side doors and Lightwell Area to “connect” Shops A and B and enlarge the Café. He has renovated the Lightwell Area by paving it all with large slabs of granite tiles. Donald has also placed tables and chairs in the Lightwell Area exclusively for patrons of the Café.

Two weeks ago, Donald also attached a large shiny golden-coloured canopy (the “Canopy”) to the external wall at the front of Shop A (not shown on the Plan). The Canopy is attached to the external wall by metal nails which have been driven into the external wall. The Canopy provides patrons ordering takeaway with shelter from the rain and sun and, due to its size and colour, the Canopy also captures the attention of passers-by.

The DMC does not grant exclusive use of the lightwell or the Lightwell Area or the external walls to any owner (neither does any other title deed).

(See the next page for a continuation of Question 3)

The Plan



Barney recently purchased flat B on the second floor of the Building and currently resides there. He is a retired lawyer from Canada and believes that Donald is not entitled to use the Lightwell Area or attach the Canopy to the external wall of the Building. Barney has complained to the Manager who replied that the minutes of meetings of the owners' corporation and the management committee show no record of a resolution from the management committee permitting Donald to use the Lightwell Area or attach the Canopy. There are, however, emails in 2009 from Donald informing the management committee of his plan to 'connect and enlarge' Shops A and B by using the Lightwell Area, including details of how he would renovate the Lightwell Area. Despite Barney's complaints, the Manager has decided not to take any action against Donald. Barney is therefore eager to take action himself.

Question:

Answer the following question giving reasons for your answers:

Advise Barney whether Donald has breached the DMC, and if so, what remedies Barney should pursue against Donald or anyone else.

(25 marks)

Question 4 (25 marks)

Sonia Lee (“Sonia”) became the owner of a flat (the “Flat”) and a car parking space (the “Car Parking Space”) in Grand Building, Shatin, New Territories, Hong Kong by executing (as the purchaser) a deed of assignment (the “Assignment”) dated 22 October 1982.

The list below sets out in chronological order the title deeds (the “title deeds”) concerning the Flat and the Car Parking Space. The title deeds have all been registered at the Land Registry within one month after their dates of execution.

- (1) New Grant No. 3011 dated 13 June 1955
- (2) Occupation Permit dated 5 March 1982
- (3) Deed of Mutual Covenant dated 15 October 1982
- (4) Assignment dated 22 October 1982
- (5) Mortgage dated 2 May 1983
- (6) Further Charge dated 2 October 2010
- (7) Deed of Release dated 3 May 2021 of the abovementioned Mortgage and Further Charge executed by Money Bank Limited

Questions:

Answer the following questions giving reasons for your answers:

4.1 Identify from the title deeds the intermediate root of title.

(4 marks)

(See the next page for a continuation of Question 4)

- 4.2 According to the provisions of the New Grant No. 3011, the term of the lease (the “lease term”) for the lot where Grand Building stands (the “Lot”) is 75 years from 1 July 1898 with a right of renewal for a further 24 years less the last three days.

Trace, with reference to the relevant ordinances, the rights and protection given to the lessee of the Lot to renew and/or extend the lease term since 1 July 1898. Under the present law of Hong Kong, when is the latest possible date of expiry of the lease term? If you require further information to answer this question, state what it is and explain why such information is required.

(7 marks)

- 4.3 According to the recitals of the Deed of Mutual Covenant dated 15 October 1982, the Lot and Grand Building have been notionally divided into 218 equal undivided parts or shares and ten (10) and one (1) out of the said 218 shares have been allocated respectively to each of the flats and the car parking spaces of Grand Building.

Assuming that none of the relevant title deeds and documents forbids the separate disposal of car parking spaces from the flats, if Sonia wishes to sell only the Car Parking Space, is she obliged as the vendor to produce valid proof of allocation of undivided shares to the Car Parking Space? If so, how, in light of the facts given?

(7 marks)

- 4.4 The Release dated 3 May 2021 was sealed with the common seal of Money Bank Limited as mortgagee and signed by someone described as “Larry Saunders, an authorized person”.

Has the said Release been duly executed by Money Bank Limited? If you require further information to answer this question, state what it is and explain why such information is required.

(7 marks)

Question 5 (25 marks)

On 2 October 2025, Paul inspected Flat 13A, Sunshine Villas, 13 Sunshine Road, Hong Kong (the “Property”). The vendor, Victor, told Paul that a previous owner had renovated the Property and might have demolished some of the internal partition walls. Later that day, Paul as purchaser and Victor as vendor signed a provisional agreement for the sale and purchase of the Property (the “Provisional Agreement”) and Paul paid Victor the initial deposit. A copy of the Provisional Agreement is attached.

On 6 October 2025, Victor’s solicitor sent Paul’s solicitor the draft formal agreement (the “Formal Agreement”) and the title deeds for the Property. The title deeds include an assignment dated 6 June 2008 which is the intermediate root of title (the “2008 Assignment”). There is no plan of the Property with the title deeds but the 2008 Assignment describes the Property by reference to a plan on an assignment dated 1 September 1999 (the “1999 Assignment”). Victor’s solicitor did not send the 1999 Assignment to Paul’s solicitor. Both the 1999 and 2008 Assignments are registered in the Land Registry.

On 9 October 2025, Paul’s solicitor wrote to Victor’s solicitor raising the following requisitions:

- “(a) Please send us evidence that no internal partition walls have been demolished,
and*
- (b) Please send us the original or a certified true copy of the 1999 Assignment.”*

Victor’s solicitor replied immediately that Victor was not obliged to reply to (a) and also that Victor was not obliged to show Paul the 1999 Assignment because it is dated before the intermediate root of title.

(See the next page for a continuation of Question 5)

On 13 October 2025, Paul's solicitor replied to Victor's solicitor saying that Victor was in breach of his duty to give and show good title and that Paul would not sign the Formal Agreement or pay the further deposit on 16 October 2025 unless Victor replied satisfactorily to the matters raised in (a) and (b) of their letter of 9 October 2025. Victor's solicitor replied saying that Paul must sign the Formal Agreement and pay the further deposit by 16 October 2025 or risk being in breach of the Provisional Agreement. Paul did not sign the Formal Agreement or pay the further deposit on 16 October 2025.

On 17 October 2025, Paul's solicitor obtained a copy of the 1999 Assignment from the Land Registry. A comparison of the internal layout of the Property with the plan on the 1999 Assignment shows that a wall separating two of the bedrooms has been demolished. However, Paul would still like to buy the Property.

Question:

Answer the following question giving reasons for your answers:

Can Victor refuse to sell to Paul, forfeit the initial deposit and claim damages from Paul?

(25 marks)

(See over the page for a continuation of Question 5)

Provisional Agreement for Sale and Purchase

THIS AGREEMENT is made on 2 October 2025

Between the Vendor - Victor Vee of Flat D, 16th Floor, Green Mansions, 15
Green Road, Hong Kong and

the Purchaser - Paul Pong of Flat 6A White Gardens, 6 White Road,
Kowloon, Hong Kong

The Vendor and the Purchaser agree as follows:

1. The Vendor shall sell and the Purchaser shall purchase Flat 13A, Sunshine Villas, 13 Sunshine Road, Hong Kong (the "Property").
2. The purchase price is HK\$20,000,000.00 which shall be paid by the Purchaser in the following manner:
 - (a) HK\$1,000,000.00 to the Vendor on the signing of this agreement as initial deposit,
 - (b) HK\$1,000,000.00 as further deposit to the Vendor on or before 16 October 2025 whether or not a formal agreement is signed.
 - (c) HK\$ 18,000,000.00 being the balance of purchase price on completion.
3. Completion will take place on 10 November 2025.

(See the next page for a continuation of Question 5)

4. Should the Purchaser fail to complete the purchase in the manner herein contained the initial deposit shall be forfeited to the Vendor who shall then be entitled at his absolute discretion to sell the Property to anyone he thinks fit and the Vendor shall not sue the Purchaser for any liabilities and/or damages caused by the Purchaser's default.

5. Should the Vendor after receiving the initial deposit paid hereunder fail to complete the sale in the manner herein contained the Vendor shall immediately compensate the Purchaser with a sum equivalent to the amount of the initial deposit as liquidated damages together with the refund of the initial deposit and the Purchaser shall not take any further action to claim damages or to enforce specific performance.

6. The Purchaser will pay the stamp duty in connection with this transaction.

Victor Vee

Signed

Paul Pong

Signed

END OF TEST PAPER