

Dated the [] day of []

TO

ASSIGNMENT

of

THIS ASSIGNMENT is made the [] day of []
Two thousand

BETWEEN :-

(1) []

(2) (the "Vendor") and

(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).
[Note 1]

1. IN CONSIDERATION of the sum of HONG KONG DOLLARS

(HKS) paid by the Purchaser to the Vendor (receipt whereof is acknowledged) the Vendor [Note 2] 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 Covenant and Mutual Grant of Easements and Other Rights, a Deed of Mutual Covenant, a Sub-Deed of Mutual Covenant or a Management Agreement] 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.

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 :-

2. The Government Lease :-

3. The Deed of Mutual Covenant :-

[Deed of Mutual Covenant/Sub-Deed of Mutual Covenant/Management Agreement/Deed of Covenant and Mutual Grant of Easements and Other Rights.]

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. 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.

6. 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\$ [].

7. 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. __
_____ as HK\$ _____ and HK\$ _____ respectively.

Note 1: Appropriate recitals regarding the capacity of the Vendor may be inserted.

Note 2: Insert the appropriate capacity of the Vendor.

SIGNED SEALED AND DELIVERED)

by the Vendor (having)

been previously identified by)

production of Hong Kong)

Identity Card(s) No(s).)

in the presence of :-)

SIGNED SEALED AND DELIVERED)

by the Purchaser (having)

been previously identified by)

production of Hong Kong)

Identity Card(s) No(s).)

in the presence of :-)

INTERPRETED to the Vendor by :-

INTERPRETED to the Purchaser by :-