

For flats other than
Kingston Terrace / “Subsidised Sale Flats Project” /
“Dedicated Rehousing Estates Subsidised Sale Flats Project” Flats

Appendix 9a

Dated the day of

TO

ASSIGNMENT

of

THIS ASSIGNMENT is made the day of

B E T W E E N :-

(1)

(the "Vendor") and

(2)

(the "Purchaser").

WHEREAS the Purchaser is an eligible purchaser within the definition set out in the relevant Waiver Letter as supplemented by the relevant Supplemental Waiver Letter ("the **Waiver Letters**") with respect to the Government Lease ("the **Government Lease**") referred to in the Schedule hereto, who is nominated by Hong Kong Housing Society ("the **Housing Society**") to purchase the Property as hereinafter defined subject to the terms, covenants and conditions applicable to the sale and purchase of Flat-for-Sale Scheme flats in the Secondary Market from time to time. [Note 1]

1. **IN CONSIDERATION** of the sum of **HONG KONG DOLLARS**

(**HK\$**) 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 Subject to the payment of a 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 the Waiver Letters and the Waiver Letter and the Supplemental Wavier Letter issued by the Housing Society as referred to in the Schedule hereto ("**HKHS Waiver Letters**") And Subject to and with the benefit of [the Deed of Mutual Covenant, the Sub-Deed of Mutual Covenant and the Management Agreement] more particularly described in the Schedule hereto ("**the Deed of Mutual Covenant**"). [Note 3]

2. This Assignment is subject to the terms, covenants and conditions contained in the Government Lease, the Waiver Letters and HKHS Waiver Letters and the terms and conditions applicable to the sale and purchase of Flat-for-Sale Scheme flats in the Secondary Market and any amendments that may be made thereto from time to time.

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.
[Note 4]

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 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 the Government Lease and the Waiver Letters. The Vendor declares that for the purpose of calculation of the amount of premium, the Initial Market Value or the full market value (where applicable), the Purchase Price or the regular price (where applicable) [Note 7] of the Property are specified in Assignment Memorial No.[] as HK\$[] and HK\$[] respectively.

8. Nothing in this Assignment confers or purports to confer on any third party any benefit or any right pursuant to the Contract (Rights of Third Parties) Ordinance (Cap.623) to enforce any term of this Assignment.

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

Note 2: Insert the appropriate capacity of the Vendor. In case of mortgagee sale, may add "as Mortgagee/Legal Chargee in exercise of the power of sale conferred on it by the Mortgage/Legal Charge hereinafter mentioned and all other powers (if any) enabling it".

Note 3: In case of mortgagee sale, may add "BUT FREED AND DISCHARGED of and from all rights or equity of redemption of and from all principal, interest and claims whatsoever under a Mortgage/Legal Charge registered in the Land Registry by Memorial No.[XX]".

Note 4: In case of mortgagee sale, Clause 3 can be deleted with the subsequent clauses re-numbered.

Note 5: Parties are free to make amendment of the form for the purpose of incorporating covenants for compliance with the terms of the relevant deed of mutual covenant and/or the requirements set out in the first assignment of the Property.

Note 6: Parties are free to amend the execution clauses.

Note 7: For Broadview Garden sold on "Immediate Mortgage" term offered in Phase 12B, the full market value and the regular price specified in Assignment should be adopted.

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. (a) The Government Lease :-

(b) The Waiver Letters : -

(c) HKHS Waiver Letters : -

3. The Deed of Mutual Covenant :-

[Deed of Mutual Covenant/Sub-Deed of Mutual Covenant/Management Agreement]

SIGNED SEALED AND DELIVERED)
)
by the Vendor (who having been)
)
previously identified by production of)
)
Hong Kong Identity Card(s) No(s).)
)
)
)
in the presence of :-)

Solicitor,
Hong Kong SAR

SIGNED SEALED AND DELIVERED)
)
by the Purchaser (who having been)
)
previously identified by production of)
)
Hong Kong Identity Card(s) No(s).)
)
)
)
in the presence of :-)

Solicitor,
Hong Kong SAR

INTERPRETED to the Vendor by :-

Clerk to Messrs.
Solicitor, Hong Kong SAR

INTERPRETED to the Purchaser by :-

Clerk to Messrs.
Solicitor, Hong Kong SAR