

Head 1 - Conveyancing

Contents

Government Grant.....	3
Description of the property	3
Certificate of compliance	3
Covenants implied in the Government Grant.....	4
Restrictive covenants.....	5
Breach of restrictive covenants	6
Stages in the sale of a multi-storey building.....	8
Deed of Mutual Covenant.....	9
Conversion of common parts to individual use	9
Breach of the DMC.....	10
Termination of the DMC	13
Variation of the DMC	13
Sub-deed of mutual covenant	14
Obligation to show good title	15
Undertaking to return title deeds.....	16
Proving title/answering requisitions.....	17
Proof of due execution	18
Requisitions.....	23
Raising requisitions	23
Answering requisitions.....	24
Vendor/Purchaser summons	24
Defective titles	26
Defeasible titles.....	29
Waiver of the Purchaser's right to object to defective title	31
Curing defects	32

[Other pages deliberately left out]

Government Grant

Description of the property

Does the property description in the plan or the description in the body of the Government Lease prevail?

- **Test:** Look at the intention of the parties as evidenced by the words used (*Secretary for Justice v Wing Lung Wai Community*)
 - Words in the Government Lease will generally prevail where the lease says "the plan is for the purposes of identification only" (*Wigginton and Milner*)
 - The plan will generally prevail where the lease says that the land is "more particularly delineated on the plan annexed to the Government Lease" (*Eastwood v Ashton*)
 - NB: a plan must be drawn up by an authorised land surveyor whenever land is sectioned (not subdivided) (*Land Survey Ordinance 1995*). This is registered with the Land Registry and a copy deposited with the Land Survey Authority.

Certificate of compliance

- The grantee merely has an *equitable interest* until the conditions stipulated in the Condition of Sale, Grant etc. are satisfied (*AG v Tong lu*)
 - Grantee should protect their interest by registering the Conditions of Sale, Grant etc. at the Land Registry.
- Upon compliance with the conditions:
 - the Government Lease is deemed issued (s 14(1)(b)); and
 - the equitable interest is converted into a legal interest (s 14(1)(a) CPO).
- Have the conditions been complied with?
 - Whether the conditions have been complied with is a question of fact. However:
 - Conditions entered into before 1 January 1970
 - All conditions contained in Conditions entered into before 1 January 1970 are deemed to have been complied with (s 14(2) CPO).
 - Conditions entered into after 1 January 1970
 - The certificate of compliance provides *evidence* of compliance with the conditions.
 - Granted by the Director of Lands when he is satisfied all positive conditions have been complied with and no negative covenants are breached.
 - Section 14(3)(a) CPO **deems** compliance with the conditions:
 - upon the issue by the Government of a certificate of compliance; AND
 - registration of that certificate of compliance in the Land Registry (*Tai Wai Kin*)
 - Therefore, no requisition needs to be raised to show good title (*Minchest v Lau Tsui Kwai*)