



Memorial No. : 7325376

Received on : 7 November 1997

MEMORIAL of an instrument to be registered in the Land Registry under the Land Registration Ordinance.		Serial No. <i>290-15 DEC 1997</i>	FOR LAND REGISTRY USE ONLY		
Solicitors Code <i>267A</i>	Stamp Office No. NIL	Stamp Duty \$ NIL	Serial No. <i>33a</i>		
Date of instrument	Dated the 29th day of September 1997.		Reg. Fee \$ <i>210</i>		
Nature and object of the instrument	SUB-DEED OF MUTUAL COVENANT (as per plan)		Nature of Instrument Code <i>24</i>		
Consideration	NIL		Consideration Code		
Memorial number of transaction satisfied [Regs. 6(1)(f) and 6(2)(f)]	NIL				
Names of parties	Hong Kong Identity Card/Company Registration/Other Identification (please specify) Numbers* (in case of change of ownership)	Status of parties (Assignor/ Assignee/etc.)	Their respective shares in, and capacities in relation to, the premises		
CKOYDEN LIMITED	-	the First Owner	-		
JOINTEX PROPERTIES LIMITED	-	the Confirmer	-		
GOOD UNIVERSE LIMITED	-	the Second Owner	-		
Premises affected by the instrument	Undivided Share (if any) : 2,012/5,500th				
	Lot No. : KOWLOON INLAND LOT NO.6279 AND THE EXTENSION THERETO				
	Address : (if applicable) <i>Letting address of the flat can be found to in Unit 212/16 (27) 2/F</i>				
	Block	Flat	Floor	Premises No.	Street Name
	-	Please see attached sheet	Please see attached sheet	137-145 96-110 48-56	KOWLOON CITY ROAD PAU CHUNG STREET SAN SHAN ROAD (SUN SHING CENTRE)

On this *29th* day of *Sept* 1997 I **Francis K. W. Ho** of Messrs. Francis K.W. Ho & Co., Hong Kong, Solicitor, 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.

*gk*

*Regd*

Hong Kong

Note : If space is insufficient, please show particulars on a separate sheet, make reference and staple the sheet onto this form.  
\* : Delete whichever is inapplicable

### **Flat and Floor**

ALL COMMERCIAL UNITS ON BASEMENT FLOOR, COMMERCIAL UNITS ON GROUND FLOOR, CAR PORT ON GROUND FLOOR, CINEMAS/THEATRES ON GROUND FLOOR AND FIRST FLOOR,<sup>\*</sup> FIRST FLOOR AND EXTERNAL WALLS, SIDE WALLS AND CANOPY OF COMMERCIAL DEVELOPMENT

<sup>\*</sup> Portion A and Portion B on the



DOC

THIS SUB-DEED OF MUTUAL COVENANT is made the *29th* day of *September*  
One thousand nine hundred and ninety seven

BETWEEN

- (1) CROYDEN LIMITED whose registered office is situate at Rooms 1218-1223, Swire House, Chater Road, Hong Kong (which said Company and its successors and assigns are where not inapplicable hereinafter included under the designation "the First Owner") of the one part;
- (2) JOINTEX PROPERTIES LIMITED whose registered office is situate at Room 917, 9th Floor, Hollywood Plaza, 610 Nathan Road, Mongkok, Kowloon (which said Company and its successors and assigns are where not inapplicable hereinafter included under the designation "the Confirmor") of the second part; and
- (3) GOOD UNIVERSE LIMITED whose registered office is situate at 3rd Floor, Shiu Lam Building, 23 Luard Road, Wanchai, Hong Kong (which said Company and its successors and assigns are where not inapplicable hereinafter included under the designation "the Second Owner") of the other part.

WHEREAS:-

(A) Immediately prior to the assignment to the Second Owner hereinafter referred to, the First Owner was the registered owner and in possession of ALL THOSE 2,012 equal undivided 5,500th parts or shares of and in ALL THAT piece or parcel of ground registered in the Land Registry as KOWLOON INLAND LOT NO.6279 and THE EXTENSION THERETO ("the Land") And of and in the mes-

suages erections and buildings thereon now known as SUN SHING CENTRE, ( 新城中心 ) ("the Building") TOGETHER with the sole and exclusive right to hold use occupy and enjoy ALL COMMERCIAL UNITS on BASEMENT FLOOR, COMMERCIAL UNITS on GROUND FLOOR, CAR PORT on GROUND FLOOR, CINEMAS/THEATRES on GROUND FLOOR AND FIRST FLOOR, FIRST FLOOR and EXTERNAL WALLS, SIDE WALLS AND CANOPY of COMMERCIAL DEVELOPMENT of the said Sun Shing Centre ("the Property") HELD from the Government for the residue of the term of years created by the Government Lease referred to in the Schedule hereto Subject to and with the benefit of a Deed of Mutual Covenant registered in the Land Registry by Memorial No.3574138 ("the Principal Deed of Mutual Covenant") And Subject to and with the benefit of a Management Agreement registered in the Land Registry by Memorial No.3574139 ("the Management Agreement").

(B) By an Agreement for Sale and Purchase dated the 3rd day of June 1997 entered into between the First Owner as the Vendor of the one part and the Confirmor as the Purchaser of the other part and registered in the Land Registry by Memorial No.7153673, the First Owner agreed to sell and the Confirmor agreed to purchase the Property subject to the terms and conditions mentioned in the said Agreement.

(C) The First Owner at the request of the Confirmor has agreed to divide ALL THAT the Property into separate Portions in the following manner and that the undivided shares of and in the Land and the Building in relation to the Property be sub-divided

and reallocated to such Portions as follows:-

<u>Portions</u>	<u>Undivided Shares</u>
All That the Basement Floor (formerly being All Commercial Units on Basement Floor) of the Building which for the purpose of identification is shown coloured Pink on the Basement Plan hereto annexed ✓	2423/10000th parts or shares of and in 2012/5500th parts or shares of and in the Land and the Building
All That the Ground Floor (formerly being All Commercial Units on Ground Floor) (excluding the Cinemas/Theatres on Ground Floor and First Floor thereof) which for the purpose of identification is shown coloured Pink on the Ground Floor Plan No.1 hereto annexed and External Walls, Side Walls and Canopy of the Building ✓	3584/10000th parts or shares of and in 2012/5500th parts or shares of and in the Land and the Building
All That the Car Ports on Ground Floor (formerly being Car Port on Ground Floor) of the Building which for the purpose of identification is shown coloured Pink on the Ground Floor Plan No.2 hereto annexed	500/10000th parts or shares of and in 2012/5500th parts or shares of and in the Land and the Building
All Those the Cinemas/Theatres on the Ground Floor and First Floor of the Building which for the purpose of identification are respectively shown coloured Pink on the	2085/10000th parts or shares of and in 2012/5500th parts or shares of and in the Land and the Building

Ground Floor Plan No.3  
and the First Floor  
Plan No.1 hereto  
annexed

All That (Portion A) on  
the First Floor of the  
Building which for the  
purpose of identification  
is shown coloured Pink on  
the First Floor Plan No.2  
hereto annexed

616/10000th parts or shares  
of and in 2012/5500th parts or  
shares of and in the Land and  
the Building

All That (Portion B) on  
the First Floor of the  
Building which for the  
purpose of identification  
is shown coloured Yellow  
on the First Floor Plan  
No.2 hereto annexed

792/10000th parts or shares  
of and in 2012/5500th parts or  
shares of and in the Land and  
the Building

(D) By an Agreement for Sub-Sale and Purchase dated the 25th day of August 1997 entered into between the Confirmor as the Vendor of the one part and the Second Owner as the Purchaser of the other part, the Confirmor agreed to sell and the Second Owner agreed to purchase All that the Basement Floor of the Building subject to the terms and conditions mentioned in the said Sub-Sale Agreement.

(E) By an Assignment of even date but executed immediately before this Sub-Deed and made between the First Owner of the one part, the Confirmor of the second part and the Second Owner of the third part and registered in the Land Registry by Memorial No. 7325374 for the consideration therein mentioned the First Owner assigned unto the Second Owner the said ALL THOSE 2,423 equal undivided 10,000th parts or shares of and in ALL

THOSE 2,012 equal undivided 5,500th parts or shares of and in the Land And of and in the Building TOGETHER with the sole and exclusive right to hold use occupy and enjoy ALL THAT THE BASEMENT FLOOR of the Building (formerly being ALL COMMERCIAL UNITS on BASEMENT FLOOR of the Building) Subject to and with the benefit of the Principal Deed of Mutual Covenant and the Management Agreement And subject to and with the benefit of the existing tenancies.

(F) The parties hereto have agreed to enter into this Sub-Deed for the purpose of defining and regulating the rights interest and obligations of themselves and all subsequent owners in respect of the Property.

NOW THIS DEED WITNESSETH as follows:-

1. The First Owner and the Second Owner at the request of the Confirmor hereby mutually agree and declare that the Property is to be divided into separate Portions and the undivided shares of and in the Land and the Building in relation to the Property are to be sub-divided and reallocated to such Portions in such manner as more particulary described in Recital (C) of this Sub-Deed.

2. The Second Owner HEREBY GRANTS unto the First Owner the full right and privilege to hold use occupy and enjoy ALL THOSE Portions of the Property excluding the Basemet Floor of the Building and the rents and profits thereof TO HOLD the same unto the First Owner absolutely subject to and with the benefit of the covenants and conditions contained in and to the payment of the

due proportion of the moneys payable under the Principal Deed of Mutual Covenant and the Management Agreement so far as they relate to the said Portions of the Property And Subject to such rights as hereinafter mentioned.

3. The First Owner HEREBY GRANTS unto the Second Owner the full right and privilege to hold use occupy and enjoy ALL THAT the BASEMENT FLOOR of the Building and the rents and profits thereof TO HOLD the same unto the Second Owner absolutely subject to and with the benefit of the covenants and conditions contained in and to the payment of the due proportion of the moneys payable under the Principal Deed of Mutual Covenant and the Management Agreement so far as they relate to the said Basement Floor of the Building And Subject to such rights as hereinafter mentioned.

4. The First Owner and the Second Owner hereby mutually covenant with one another that at all times hereafter all contribution attributable to the Property as provided in the Principal Deed of Mutual Covenant and the Management Agreement which the owner of each of the Portions of the Property is liable to pay shall be apportioned and calculated in such manner and in such proportion as the respective undivided parts or shares of and in the Land and the Building as herein contained.

5. The First Owner and the Second Owner hereby covenant with each other that the covenanting party shall at all times hereafter pay the due proportion of the moneys and observe and perform all the covenants and conditions on the Principal Deed of Mutual Covenant the Management Agreement and this Sub-Deed re-



spectively reserved and contained so far as they relates to the particular Portion(s) the Property granted to the covenanting party as aforesaid and the covenanting party shall indemnify the other party as aforesaid and the covenanting party shall indemnify the other party against all actions suits expenses claims and demands on account of or in respect of the non-payment of the said moneys on any part thereof or the non-performance of the said covenants and conditions or any of them.

6. Each of the parties hereto shall have the full right and liberty without reference to the other party or other persons who may be interested in any of the undivided share or shares in the Land and the Building allotted to the Property in any way whatsoever and without the necessity of making such other party or other persons a party to the transaction to sell, assign, mortgage, lease, licence or otherwise dispose of or deal with its undivided shares and/or interest in the Land and the Building together with the exclusive right and privilege to hold use occupy and enjoy the Portion(s) of the Property granted to it as aforesaid but any such sale, assignment, mortgage, lease or licence shall be expressly made subject to and with the benefit of the Principal Deed of Mutual Covenant and the Management Agreement and this Sub-Deed.

7. IT IS HEREBY DECLARED that in these presents (if the context permits or requires) words importing the singular number shall include the plural number and vice versa; words importing the masculine gender shall include the feminine gender and neuter

gender and words importing persons shall include the corporations.

IN WITNESS whereof the First Owner, the Confirmor and the Second Owner have executed this Sub-Deed the day and year first above written.

S C H E D U L E

Government Lease

- (a) Date : 11th February 1953;
- (b) Parties : Queen Elizabeth II of the one part and Jack Man Eng of the other part;
- (c) Term : 75 years commencing from 11th day of June 1951 with an option to renew for a further term of 75 years;
- (d) Lot : Kowloon Inland Lot No.6279;
- (e) Subject to and with the benefit of : An Extension Letter dated 13th day of July 1955 and registered in the Land Regiastry as Conditions of Extension No.5354;
- (f) Varied and modified by : Two Deeds of Variation of Crown Lease of Kowloon Inland Lot No.6279 and Extension thereto dated 2nd day of July 1981 and 11th day of July

1985 and respectively registered in  
the Land Registry by Memorial  
Nos.2109346 and 2812235.

SEALED with the Common Seal of )  
)  
the First Owner and SIGNED by )  
Mr. Herman Man Hei Fung, Director and )  
Mr. Peter Luk Chi Chung, Secretary )

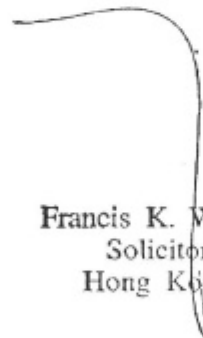
in the presence of :- )



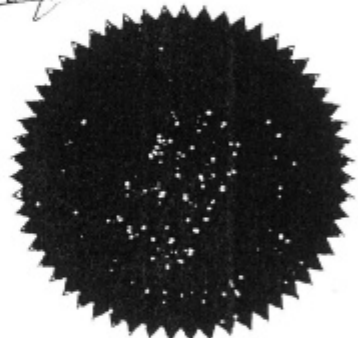
**SUSAN LEE YUK LIN**  
Solicitors of Messrs. Fan & Fan,  
Solicitors & Notaries, Hong Kong SAR

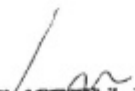

SEALED with the Common Seal of )  
)  
the Confirmor and SIGNED by )  
Chan Wing Kwai and Yeung Shuk Mei, )  
two of its directors ----- )  
in the presence of :- )



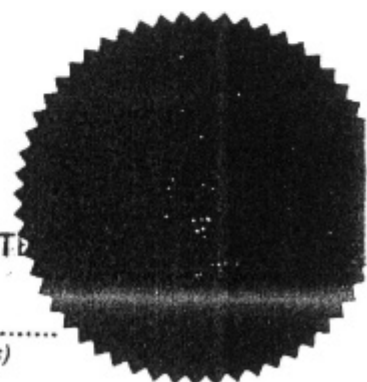
Francis K. W. Ho  
Solicitor  
Hong Kong

SEALED with the Common Seal of )  
)  
the Second Owner and SIGNED by )  
CHAN TIN CHI, one of directors, )  
in the presence of :- )

  
**NG YEHIN WING**  
Solicitor, Hong Kong

For and on behalf of  
鴻宙有限公司  
**GOOD UNIVERSE LIMITED**

  
.....  
Authorized Signature(s)


Dated the 29<sup>th</sup> day of September 1997

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SUB-DEED OF MUTUAL COVENANT

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REGISTERED in the Land Registry  
by Memorial No. 7325376  
on 7 November 1997

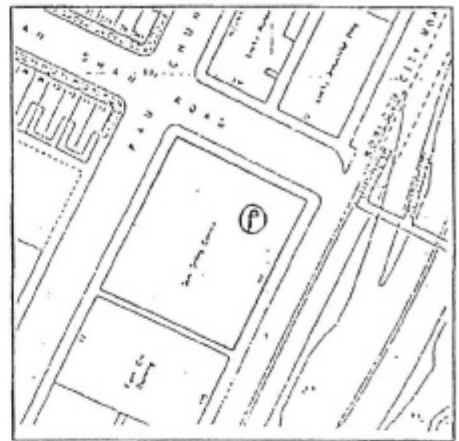
  
for Land Registrar

FRANCIS K.W. HO & CO.,  
SOLICITORS,  
ROOMS 1512-13,  
MELBOURNE PLAZA,  
33 QUEEN'S ROAD CENTRAL,  
HONG KONG.

*Lau, Chen & Ko*



P-1

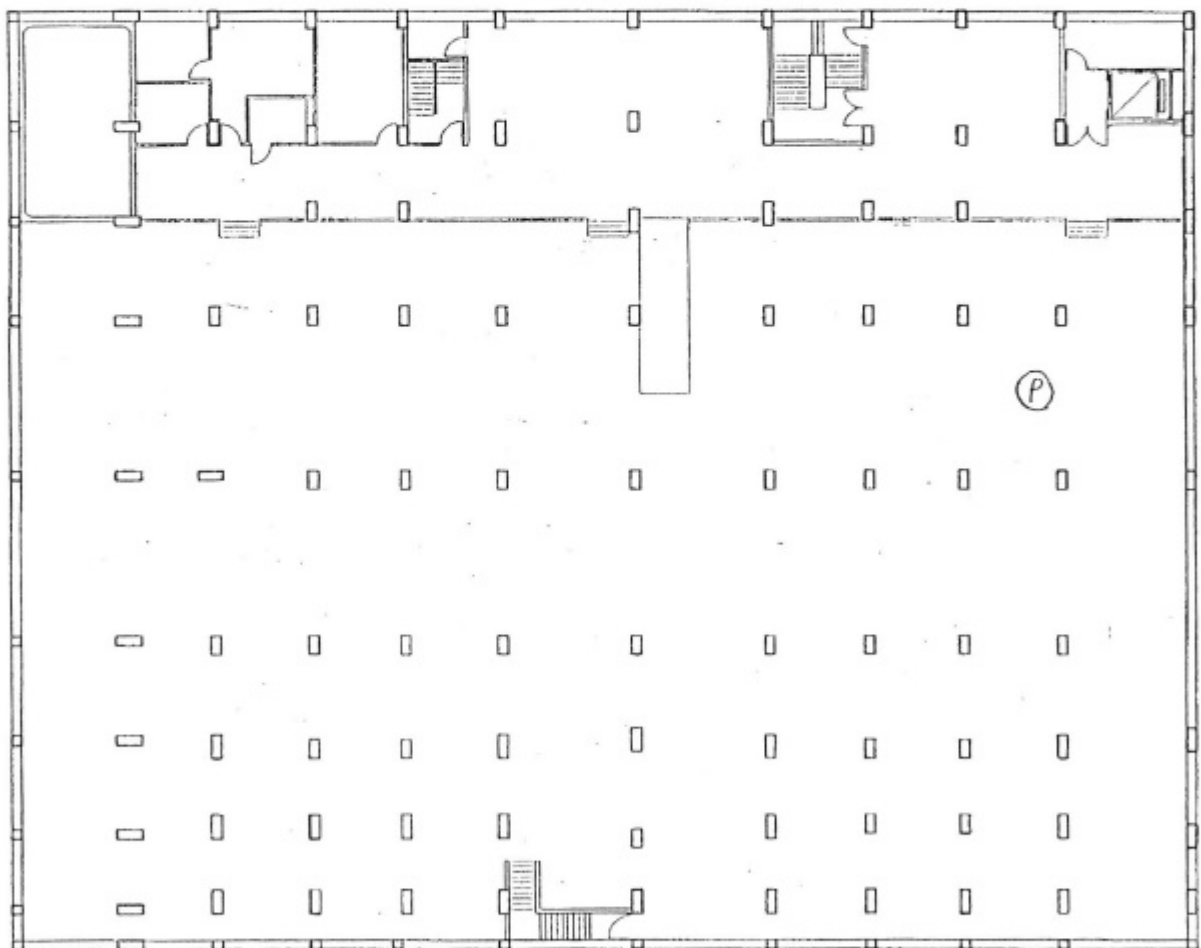


BLOCK PLAN

NO.141, KOWLOON CITY RD.  
ON K.I.L. NO.6279 & EXT.  
KOWLOON.

LEGEND  
P = PINK

PAU CHUNG STREET



SAN SHAN ROAD

KOWLOON CITY ROAD

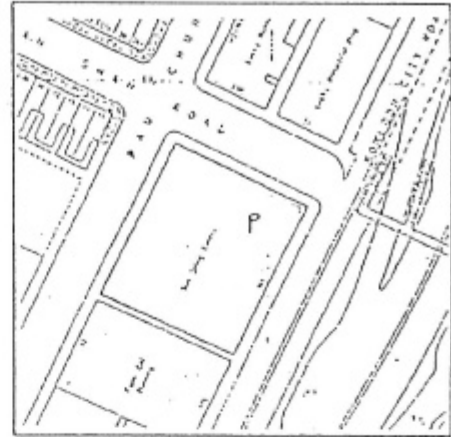
BASEMENT PLAN

M/N 732-5396

EDDIE D.L. CHAN  
AUTHORISED PERSON ARCHITECT



P-1

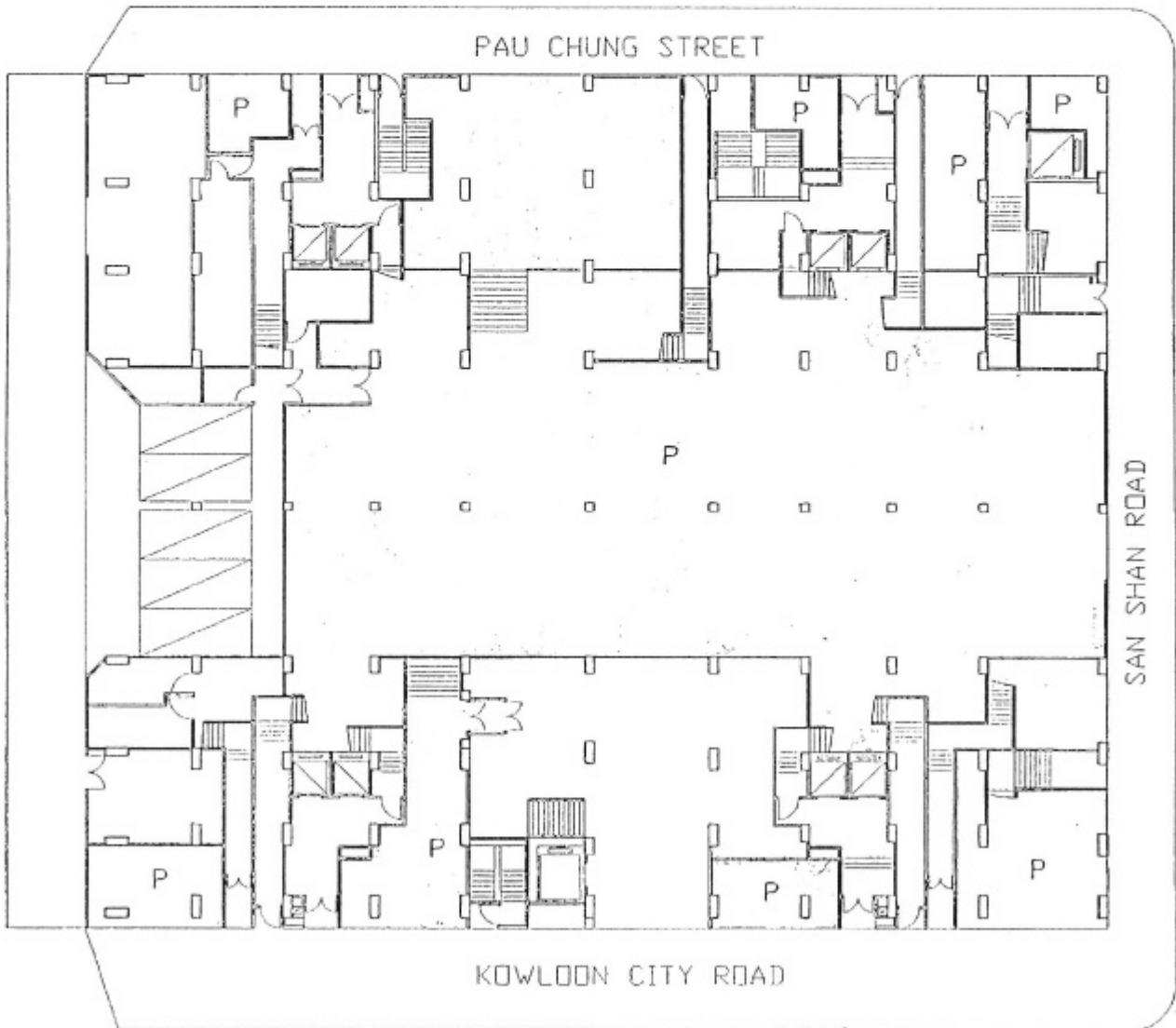


BLOCK PLAN

NO.141, KOWLOON CITY RD.  
ON K.I.L. NO.6279 & EXT.  
KOWLOON.

LEGEND

P = PINK



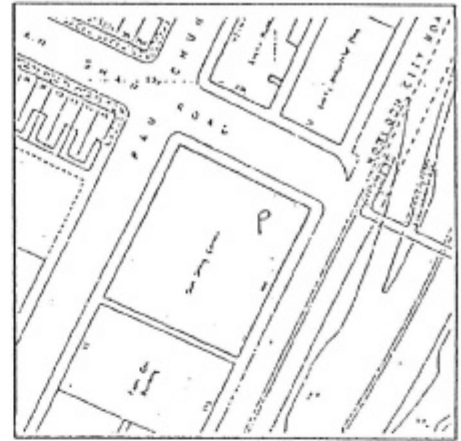
GROUND FLOOR PLAN NO.1

M/N 7328376

EDDIE D.L. CHAN  
AUTHORISED PERSON - ARCHITECT



P-1

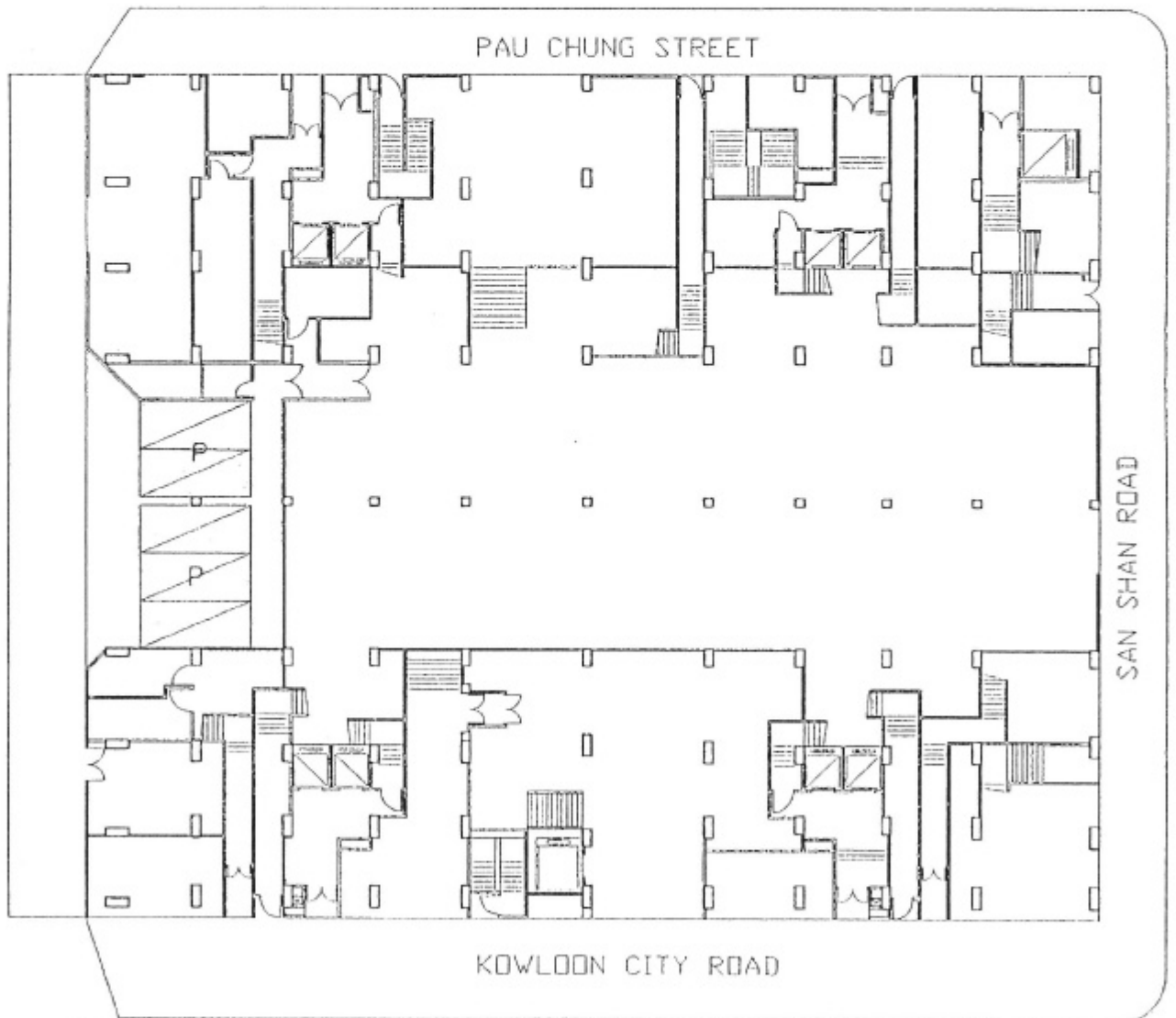


BLOCK PLAN

NO.141, KOWLOON CITY RD.  
ON K.I.L. NO.6279 & EXT.  
KOWLOON.

LEGEND

P = PINK



GROUND FLOOR PLAN NO.2  
CARPORTS

m/n 732-5376

EDDIE D.L. CHAN  
AUTHORISED PERSON - ARCHITECT





P-1

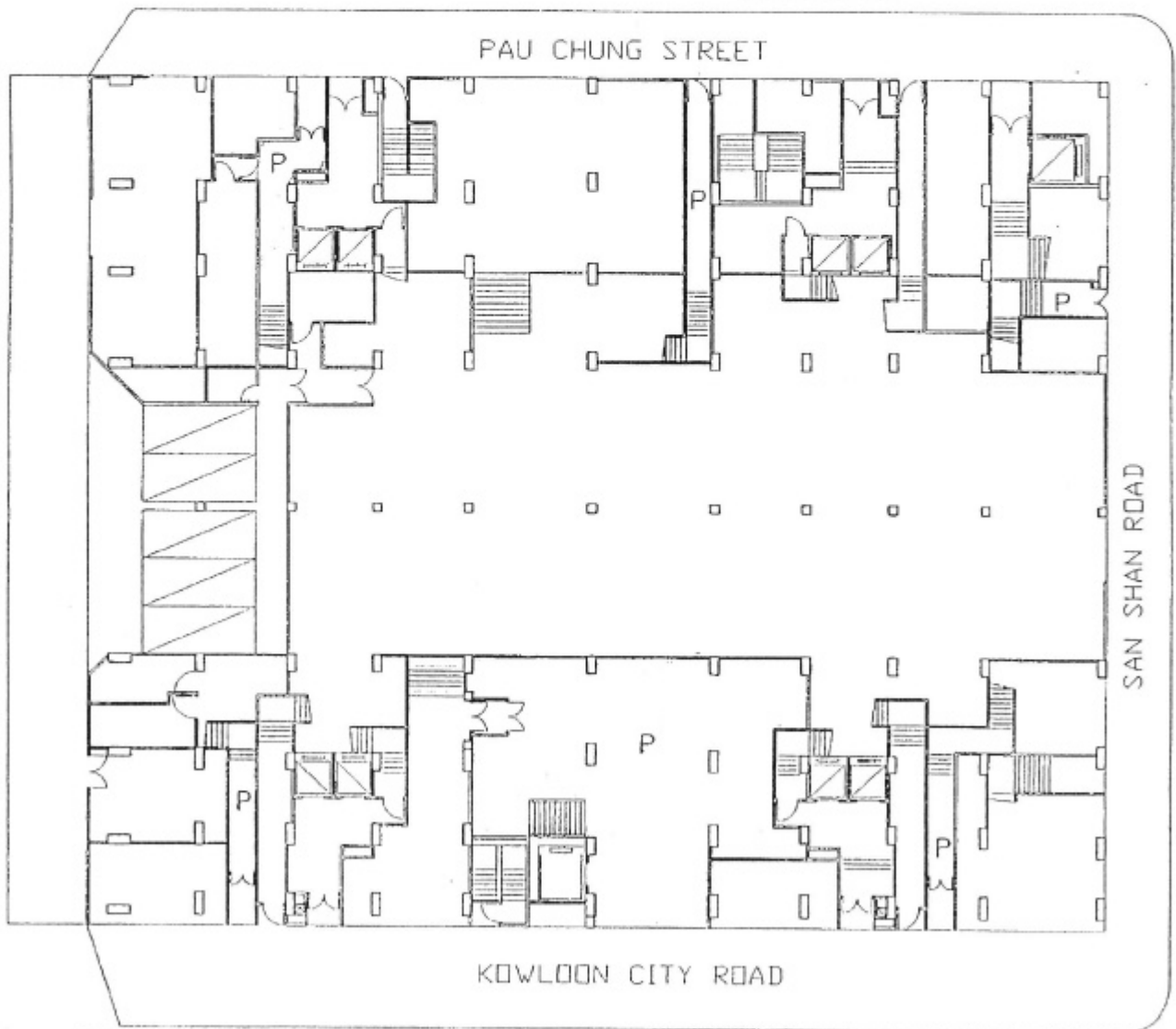


BLOCK PLAN

LEGEND

P = PINK

NO.141, KOWLOON CITY RD.  
ON K.I.L. NO.6279 & EXT.  
KOWLOON.



GROUND FLOOR PLAN NO.3  
CINEMA / THEATRE

*m/n 7325376*

*Eddie Chan*  
EDDIE D.L. CHAN  
AUTHORISED PERSON - ARCHITECT



P-1



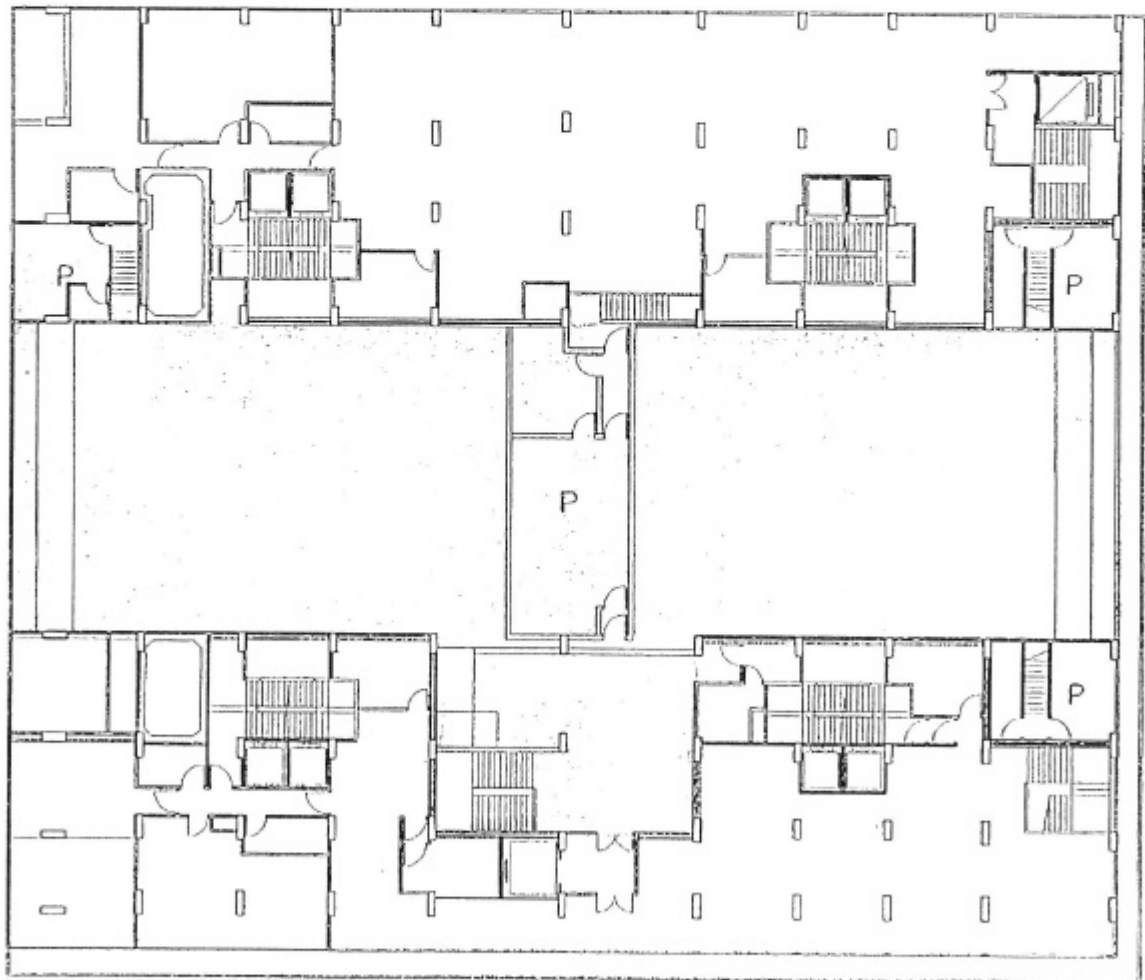
BLOCK PLAN

NO.141, KOWLOON CITY RD.  
ON K.I.L. NO.6279 & EXT.  
KOWLOON

LEGEND

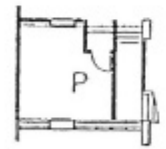
P = PINK

PAU CHUNG STREET



SAU SHAN ROAD

KOWLOON CITY ROAD



PARTIAL PLAN AT  
LEVEL 7.44

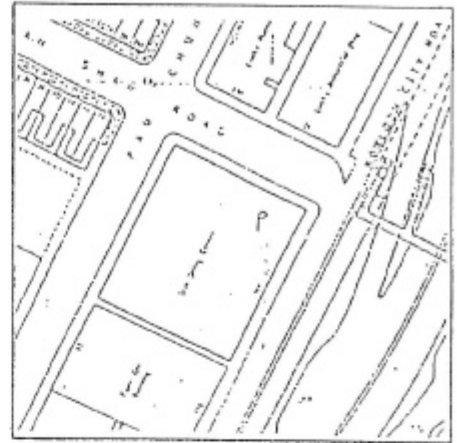
FIRST FLOOR PLAN NO.1  
CINEMA / THEATRE

m/n 7325376

EDDIE D.L. CHAN  
AUTHORISED PERSON - ARCHITECT



P-1



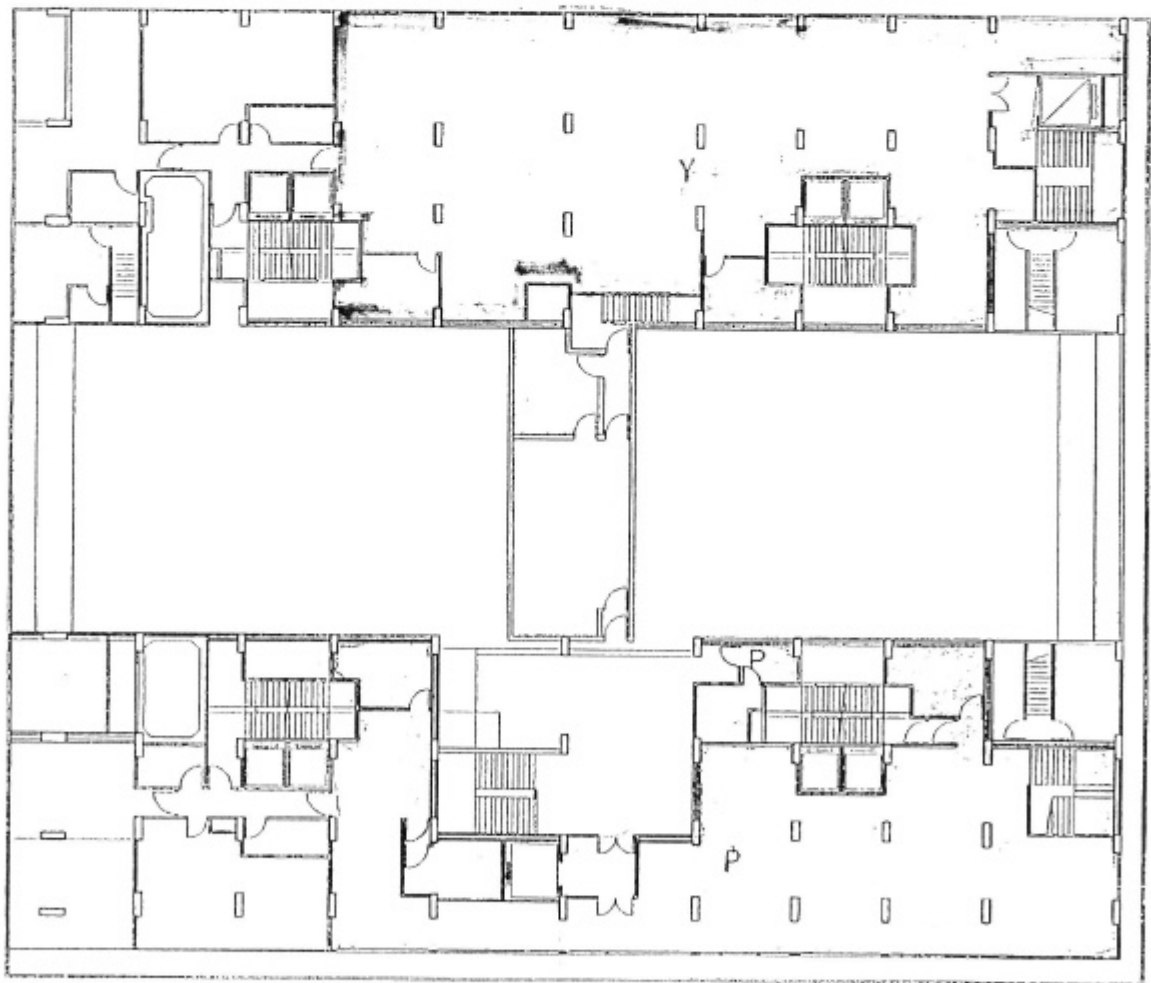
BLOCK PLAN

NO.141, KOWLOON CITY RD.  
ON K.I.L. NO.6279 & EXT.  
KOWLOON.

LEGEND

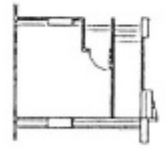
- P = PINK
- Y = YELLOW

PAU CHUNG STREET



SAU SHAN ROAD

KOWLOON CITY ROAD



PARTIAL PLAN AT  
LEVEL 7.44

FIRST FLOOR PLAN NO.2

m/n 73x376

EDDIE D.L. CHAN  
AUTHORISED PERSON - ARCHITECT