

15 批地文件的摘要

SUMMARY OF LAND GRANT

1. 期數位於新九龍內地段第3586號餘段(「該地段」)。
 2. 該地段據訂立於1950年7月27日的賣地條件協議並於土地註冊處註冊為第4614號的賣地條件(「賣地條件」)，經由一份訂立於1995年12月16日的買賣備忘錄(「買賣備忘錄」)更改及修訂，批地年期為1898年7月1日起之75年並可續期24年減最後3天，並已根據《新界土地契約(續期)條例》(第150章)第6條規定延續至2047年6月30日。賣地條件及買賣備忘錄統稱「批地文件」。
 3. 賣地條件第(8)條特別條款規定:-
該地段須用作住宅用途，除卻獨立或半獨立住所或一棟或多棟之單位並建造於工務司事先批核的位置及最少地盤範圍，並且符合其所有各方面要求之外，於任何時候不能於該地段上或其任何部份興建其他建築物。
 4. 買賣備忘錄(b)段規定賣地條件第(8)條特別賣地條款被修訂以准許地面層用作商舖用途。
 5. 賣地條件第(6)(a)條一般條款規定:-
該地段的買方須由接受該地段的管有起24個公曆月完結前，以工務司批准的物料於該地段相當部份，建築一幢或多幢修葺良好，堅固及熟練之良好及常設建築物，並於其他各方面根據此等特別條款及當時或未來於殖民地生效的關於建築及衛生的所有條例，附例和規例，並完成以至適宜佔用，且須為此花費不少於\$ 1,200,000於可評定的改進上及保養所有現立於或其後興建於該地段上的建築物使其於整個租期內處於良好及可租住狀況並在租期屆滿或提前終止時以同樣的修葺狀況交還。
 6. 賣地條件第(8)條一般條款規定:-
買方不能准許污水或廢水由該地段流向任何毗鄰土地上或任何腐爛性，高噪音性，有害性，排洩物性或其他廢棄物沉積在該地段任何部份上，及於該地段上進行任何挖掘工程，挖掘土不能沈積於該地段上或(當准許)於毗鄰土地上，及其他方式令挖掘土暴露於被天雨水侵蝕及沖刷，且所有該等坡必須用草皮適當地覆蓋及，如必要，以矮砌石牆穩妥。買方須確認所有廢棄物每日已適當地清理。
 7. 賣地條件第(9)條一般條款規定:-
塑造之任何私家街或私家道路及通道後巷，選址必須令工務司滿意，並按照其決定納入或不涵蓋於批租範圍並且無論屬何情況，必須於被要求時無須代價歸還予政府。當政府收取時，政府將進行該處的路面、路緣石及渠道工程，費用由買方支付，其後則以公帑保養，但當上述街道路及小巷仍屬於批租土地餘下一部份範圍，買方須自費在該處提供路面、路緣石、渠道並自費保養，以令工務司全面滿意。
 8. 賣地條件第(9)條特別條款規定:-
買方須自費，於賣地日期6個月內，按工務司要求至有關水平，塑造在賣地圖則以紅色及綠色顯示的整幅範圍至其滿意。以綠色顯示的範圍將於成交時由政府保留。
[備註]
 9. 賣地條件第(13)條特別條款規定:-
買方須以工務司批准的物料塑造在賣地圖則以綠色顯示的部份公共道路至其滿意，並準備之以致可供工地交通，並保養之狀況良好直至已遵從建築規約。
[備註]
 10. 賣地條件第(16)條特別條款規定:-
買方須自費建造及保養必要的排水道和渠道，從而將降於或山邊流入該地段上的雨水截流和引出以令工務司滿意。買方須獨力負責並彌償政府及其人員因該等雨水導致的任何損害或滋擾所產生的所有訴訟、索償及訴求，且須於租期延續的任何時候負責保養及維修該等排水道或渠道，不論其在該地段邊界內或在政府土地上。
 11. 賣地條件第(17)條特別條款規定:-
任何由買方，其工人或代理人引至於該地段內或毗鄰該地段的任何污水渠，雨水排水道，總水管或其他政府物業的任何損害或妨礙，將由政府處理，費用一概由買方負責，及買方須應要求支付該有關的費用。
 12. 賣地條件第(18)條特別條款規定:-
所有擬建造於接近或毗鄰該地段西北方上的雨水排水道必須根據工務司的要求而塑造。
 13. 賣地條件第(19)條特別條款規定:-
買方必須按香港政府要求支付有關連接由該地段的任何排水道或污水渠至政府的雨水排水道或污水渠的費用。該工程由工務司進行，但其毋須就此對買方負責。
 14. 賣地條件第(20)條特別條款規定:-
倘來自地盤或受該地段發展項目影響的其他範圍的廢石方或瓦礫被侵蝕及沖刷到公共小巷或道路或排入道路暗渠、污水渠、雨水排水道或明渠，買方須負上責任及須應要求向香港政府支付政府所要求作為清理廢石方或瓦礫的費用以使公共小巷或道路或排入道路暗渠、污水渠、雨水排水道或明渠或其他政府物業不受損害。買方須彌償政府因該等侵蝕及沖刷而對私人物業導致的任何損害或滋擾所產生的所有訴訟、索償及訴求。
 15. 賣地條件第(21)條特別條款規定:-
買方須應要求，支付予政府或香港有關清理，轉移及恢復於該地段上任何雨水排水道，污水渠，明渠，水道，喉管，電纜電線及其他公共事業設施，或任何其他工程或裝置，不論其性質，至工務司認為必要清理或轉移至別處的費用。
- 備註:
此項條款已獲履行並不適用於現有的重建項目。
- 附註:
1. 批地文件提及的「買方」指批地文件下的獲批租人，在上下文義允許或要求之下，包括他的遺囑執行人、遺產管理人及受讓人，而如果是法人團體，則包括他的繼承人及受讓人。
2. 詳情請參考批地文件。批地文件全份文本已備於售樓處，在開放時間可供免費查閱，並可在支付必要的影印費後獲取批地文件副本。

15 批地文件的摘要

SUMMARY OF LAND GRANT

1. The Phase is situated on The Remaining Portion of New Kowloon Inland Lot No.3586 (the "lot").
2. The lot is held under the Agreement and Conditions of Sale dated the 27th day of July 1950 and registered in the Land Registry as Conditions of Sale No.4614 (the "Conditions of Sale") for a term of 75 years commencing from the 1st day of July 1898 with a right of renewal for a further term of 24 years less the last three days thereof as extended until the 30th day of June 2047 under Section 6 of the New Territories Leases (Extension) Ordinance Cap.150 as varied and modified by a Memorandum of Agreement dated the 16th day of December 1955 (the "Memorandum of Agreement") (collectively the "Land Grant").
3. Special Condition No.(8) of the Conditions of Sale stipulates that:-
The lot shall only be used for residential purposes, and no buildings shall at any time be erected on the lot or any part thereof except detached or a semi-detached residences or blocks of flats which shall be constructed in such positions and with such minimum site areas as shall be first approved by the Director of Public Works and in conformity in all other respects with his requirements.
4. Paragraph (b) of the Memorandum of Agreement stipulates that Special Condition No.8 of the Conditions of Sale shall be modified so as to permit of the use of the ground floors of the premises as shops.
5. General Condition No.(6)(a) of the Conditions of Sale stipulates that:-
The purchaser of the lot shall build and finish, fit for occupation, before the expiration of 24 calendar months from the date on which possession shall be given, in a good, substantial and workmanlike manner, one or more good and permanent buildings upon some part of the lot with such materials as may be approved by the Director of Public Works, and in other respects in accordance with the provisions of the Special Conditions and of all Ordinances, Byelaws and Regulations relating to buildings or Sanitation as shall or may at any time be in force in the Colony and shall expend thereon a sum of not less than \$1,200,000 in rateable improvements and shall maintain all buildings now standing or hereafter erected on the lot in good and tenantable repair and condition throughout the tenancy and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.
6. General Condition No.(8) of the Conditions of Sale stipulates that:-
The purchaser should not permit sewage or refuse water to flow from the lot on to any adjoining land or any decaying, noisome, noxious, excrementitious, or other refuse matter to be deposited on any portion of the lot, and in carrying out any works of excavation on the lot no excavated earth shall be deposited on the lot or (where so permitted) on land adjoining, in such manner as shall expose the slopes of such excavated earth to be eroded or washed down by the rains, and all such slopes shall be properly turfed and, if necessary, secured in place by means of masonry toe walls. The purchaser shall see that all refuse matters are properly removed daily from the premises.
7. General Condition No.(9) of the Conditions of Sale stipulates that:-
Any private streets or roads and scavenging of other lanes which may be formed shall be sited to the satisfaction of the Director of Public Works and included in or excluded from the area to be leased as may be determined by him and in either case shall be handed over to the Government free of cost if so required. Where taken over by Government the surfacing, kerbing and channelling shall be carried out by Government at the cost of the purchaser and thereafter maintained at public expense but where remaining part of the area leased or to be leased such streets roads or lanes shall be surfaced kerbed channelled and maintained by and at the expense of the purchaser to the satisfaction in all respects of the Director of Public Works.
8. Special Condition No.(9) of the Conditions of Sale stipulates that:-
The purchaser shall form at his own expense the whole of the areas coloured red and green on sale plan to such levels as the Director of Public Works may require and to his satisfaction within 6 months from the date of sale. The area coloured green shall be retained by Government on completion.
[Remark]
9. Special Condition No.(13) of the Conditions of Sale stipulates that:-
The purchaser shall form to the satisfaction of the Director of Public Works with approved materials the portions of public roads shown coloured green on sale plan and prepare them so that building traffic may be carried thereon, and maintain them in good condition until the building covenant has been complied with.
[Remark]
10. Special Condition No.(16) of the Conditions of Sale stipulates that:-
The purchaser shall at his own expense construct and maintain to the satisfaction of the Director of Public Works such drains and channels as may be necessary to intercept and carry off storm-water falling or flowing from the hillside on to the lot, and the purchaser shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water, and shall at all times during the continuance of the demise remain responsible for the maintenance and repair of such drains or channels whether within the boundaries of the lot or on Crown Land.
11. Special Condition No.(17) of the Conditions of Sale stipulates that:-
Any damage or obstruction caused to any sewer, storm-water drain, watermain or other Government properties within or adjoining the lot by the purchaser, his servants or agents, shall be made good by Government at the cost of the purchaser, and the amount due in respect thereof shall be payable by the purchaser on demand.

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12. Special Condition No.(18) of the Conditions of Sale stipulates that:-
All foundations proposed to be constructed near to or adjoining the storm-water drain on the north west side of the lot shall be formed as the Director of Public Works may require.
13. Special Condition No.(19) of the Conditions of Sale stipulates that:-
The purchaser shall pay to the Government of Hong Kong, on demand, the cost of connecting any drains or sewers from the lot to the Government storm-water drains or sewers. Such work shall be carried out by the Director of Public Works who shall, however, incur no liability to the purchaser in respect thereof.
14. Special Condition No.(20) of the Conditions of Sale stipulates that:-
In the event of spoil or debris from the site or from other areas affected by the development of the lot being eroded and washed down onto public lanes or roads, or into road-culverts, sewers, storm-water drains or nullahs, the purchaser shall be held responsible and shall pay to the Government of Hong Kong on demand such sum as may be demanded by Government to cover the cost of removal or spoil or debris from or damage to the public lanes or roads, or road-culverts, sewers, storm-water drains or nullahs, or other government properties. The purchaser shall also indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion and washing down.
15. Special Condition No.(21) of the Conditions of Sale stipulates that:-
The purchaser shall pay to the Government or Hong Kong, on demand, the cost of removing, diverting and reinstating elsewhere as may be required any drains sewers, nullahs, water courses, pipes, cables wires or other utility services, or any other works or installations on the lot whatsoever which the Director of Public Works may consider it necessary to remove or divert.

Remark:

This condition was complied with and did not apply to the current redevelopment.

Notes:

1. The reference to the "purchaser" in the Land Grant means the purchaser under the Land Grant and where the context so admits or requires his executors, administrators and assigns and in the case of a corporation its successors and assigns.
2. For full details, please refer to the Land Grant. Full script of the Land Grant is available for free inspection at the sales office during opening hours and copy of the Land Grant can be obtained upon paying necessary photocopying charges.