

# 15 批地文件的摘要

## SUMMARY OF LAND GRANT

1. 期數位於九龍內地段第4148號A段第1小分段、九龍內地段第4148號A段餘段、九龍內地段第4148號B段、九龍內地段第4148號D段及九龍內地段第4148號餘段(統稱「該地段」)。
2. 該地段是根據訂立於1939年6月26日的賣地條件並於土地註冊處註冊為第3945號的賣地條件(「賣地條件」)，批地年期為1939年6月26日起之75年並可續期75年(「批地文件」)。
3. 賣地條件一般條款第(9)條規定，該地段的買方須由接受該地段的出售日起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及熟練之良好及常設建築物，並於其他各方面根據當時或未來於殖民地生效的關於建築或衛生的所有條例、附例和規例，並完成以至適宜佔用，且須為此花費不少於\$ 40,000.00於可評定的改進上。但是儘管買方有任何未能履行本條款的過失及儘管官方代表接受任何官地稅或差餉或其他任何付款，工務司可行使他的酌情權，並無論買方同意與否，在任何時候或不時釐定任何完成興建上述建築物的延期，以代替上述24個公曆月，因此買方完成興建該建築物的責任將被視為參照該代替時期，並對根據該等條款保留的重回該地段的權力將在該代替時段未能完成該建築物時產生，好似原本時段情況。但是該時段只會在將特別情況下並受制於政府可徵收的款項或其他條件下延期。[見備註]
4. 賣地條件一般條款第(10)條規定，污水或廢水不能被准許由該地段流向任何由官方或其他私人擁有的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被准許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)於毗鄰官地上，其方式令挖掘土坡暴露於被天雨水侵蝕及沖刷，且所有該等土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從處所清理。
5. 賣地條件一般條款第(13)條規定，任何塑造之通道後巷須以無須代價歸還予政府。
6. 賣地條件特別條款第(2)條規定，在該地段興建的建築物連接土瓜灣道的表面，須受制於工務司的特別批准。
7. 賣地條件特別條款第(3)條規定，在賣地圖則以紅色及綠色顯示的整幅範圍須由買方自費於賣地日期12個月內按工務司批准的有關水平塑造。以綠色顯示的範圍將於成交時無代價交予政府。[見備註]
8. 賣地條件特別條款第(5)條規定，倘來自己挖掘地盤或瓦礫地盤受該地段發展項目影響的其他範圍的廢石被侵蝕及沖刷到明渠，買方須負上責任及須應要求向殖民地庫房支付政府所要求作為清理廢石或對明渠或其他政府資產做成損失的費用。
9. 賣地條件特別條款第(6)條規定，任何由買方、其工人或代理人引至的任何明渠或水道的任何損害或妨礙，將由政府處理，費用由買方負責，及須應要求支付。
10. 賣地條件特別條款第(8)條規定買方必須按殖民地庫房要求支付工務司認為須要移除的有關任何總水管、供氣主管或供氣分喉、電纜、電報或電話線、污水渠或排水管的移除的費用。

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。

1. The Phase is situated on Subsection 1 of Section A of Kowloon Inland Lot No.4148, The Remaining Portion of Section A of Kowloon Inland Lot No.4148, Section B of Kowloon Inland Lot No.4148, Section D of Kowloon Inland Lot No.4148 and The Remaining Portion of Kowloon Inland Lot No.4148 (collectively the "lot").
2. The lots are held under the Conditions of Sale dated the 26th day of June 1939 and registered in the Land Registry as Conditions of Sale No.3945 (the "Conditions of Sale") for a term of 75 years commencing from the 26th day of June 1939 with a right of renewal for a further term of 75 years (the "Land Grant").
3. General Condition No.9 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 of sale 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 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 \$40,000.00 in rateable improvements. Provided that notwithstanding any default by the Purchaser in complying with this condition, and notwithstanding the acceptance on behalf of the Crown of any Crown rent or rates, or other payment whatever, the Director of Public Works may in his discretion, and whether the Purchaser consent or not, fix at any time and from time to time any extended period for the completion of the said buildings in substitution for the said period of 24 months, and thereupon the obligation hereunder of the Purchaser in question to complete the said buildings shall be taken to refer to such substituted period, and the right of re-entry reserved in these conditions shall arise upon default of completion within such substituted period as if it had been the period originally provided. Provided also that the period will be extended only in special circumstances and subject to such conditions as to payment or otherwise as Government may impose. [See Remark]
4. General Condition No.10 of the Conditions of Sale stipulates that no sewage or refuse water will be allowed to flow from the lot on to any of the adjoining lands whether belonging to the Crown or to private persons, neither shall any decaying, noisome, noxious, excrementitious, or other refuse matter 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 (with permission) on Crown Land adjoining in such manner as shall expose the slopes of such excavated earth to be eroded and 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 off the premises.
5. General Condition No.13 of the Conditions of Sale stipulates that any scavenging lanes formed to be handed over to Government free of cost.
6. Special Condition No.(2) of the Conditions of Sale stipulates that the facade of any building to be erected on the lot abutting on To Kwa Wan Road shall be subject to the special approval of the Director of Public Works.
7. Special Condition No.(3) of the Conditions of Sale stipulates that the whole of the areas coloured red and green on sale plan shall be formed by the purchaser at his own expense to such level as the Director of Public Works may approve within 12 months from the day of sale. The area coloured green shall be handed over to the Government free of cost on completion. [See Remark]
8. Special Condition No.(5) of the Conditions of Sale stipulates that in the event of spoil from the excavated site or spoil sites or other areas affected by the development of the lot being eroded and washed down into the nullahs, the purchaser shall be held responsible and shall pay into the Colonial Treasury on demand such sum as may be demanded by Government to cover the cost of removal of spoil from or damage to the nullahs or other Government properties.
9. Special Condition No.(6) of the Conditions of Sale stipulates that if any damage or obstruction is caused to the nullah or the waterway thereof by the purchaser, his servants or agents, the same shall be made good by Government at the cost of the purchaser payable on demand.
10. Special Condition No.(8) of the Conditions of Sale stipulates that the purchaser shall pay into the Colonial Treasury, on demand, the cost of removing any water main, gas main or service pipe, cable, telegraph or telephone line, sewer or culvert, which the Director of Public Works may consider it necessary to have removed.

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.