

LAND REGISTRY OFFICE.

No. 364 — It is hereby notified (1) that Government Notification No. 570 of 1924, as amended by Government Notification No. 470 of 1931, is hereby revoked and (2) that until further notice there shall be deemed to be incorporated in the published Particulars and Conditions of all sales of Crown Land in the New Territories (exclusive of that portion described as "Southern District Mainland" in the Order in Council dated the 15th March, 1906, Government Notification No. 212 of 1906) (a) the following General Conditions of Sale (unless otherwise stated), and (b) such of the following Special Conditions as are therein referred to by their respective numbers.

T. S. WHYTE-SMITH,
Land Officer.

10th April, 1934.

GENERAL CONDITIONS OF SALE.

1. The highest bidder above the upset price shall be the Purchaser, and if any dispute arise between two or more bidders for any lot, such lot shall be put up again at a former bidding.

2. No person shall at any bidding advance less than one dollar or such other sum as shall be named at the time of sale.

3. Immediately after the fall of the hammer, the Purchaser of the lot shall sign a Memorandum of Agreement in the form hereinafter contained, for completing the purchase in accordance with the general and special conditions of sale and shall, within three days of the day of sale, pay to the District Officer, for and on behalf of His Majesty the KING, the full amount of Premium at which the lot shall have been purchased.

4. The Purchaser of each lot shall, when required by the District Officer and prior to the issue of a Crown Lease, if such is intended to be issued, pay the sum of \$6 for each boundary stone which shall be fixed by the Director of Public Works at each angle of the new lot marked with the Registry Number of the lot, and the Purchaser shall notify the District Officer when he is ready to have the boundary stones fixed. If it is intended that the angles of the lot shall be covered by building, walls or other erections such notification must be given at least 14 days before the foundations are up to the ground level to enable the boundary stones to be fixed into the erections. If such notification be not given the Director of Public Works shall be at liberty at any time to enter on the lot and to cut into such erection and do any other act necessary for the purpose of fixing the boundary stones. Any expense incurred in consequence shall be borne by the Purchaser and the amount paid into the District Office within 7 days of receipt of a demand in writing from the District Officer.

5. The Purchaser of each lot shall where such lot is sold as a building lot, build and finish, fit for occupation, before the expiration of twenty-four calendar months from the day of sale, in a good, substantial and workmanlike manner, one or more good and permanent messuage or tenement upon some part of such lot with walls of stone or brick and lime-mortar and roof of tiles or such other materials and in such manner as may be approved by the District Officer, and in all other respects to the satisfaction of the District Officer and shall expend thereon in rateable improvements not less than the amount specified in the Particulars and Conditions of Sale. Provided that notwithstanding any default by the Purchaser in complying with this condition as regards any lot, and notwithstanding any acceptance on behalf of the Crown of any Crown rent or rates or other payment whatever, the District Officer 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 any of the said buildings in substitution for the said period of 24 months, and thereupon the obligation hereunder of the Purchaser to complete the said building 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.

6. 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 any Lot, and in carrying out any works of excavation on any Lot no excavated earth shall be deposited on such lot or 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. The Purchaser of each lot shall see that all refuse matters are properly removed daily from off the premises.

7. The Purchaser of each lot shall pay to the District Officer or such other Officer as may be appointed to receive the same the proportionate part of the annual rental specified in the Particulars of Sale of the lot on the 30th day of June next after the date of sale, and thereafter shall pay such annual rental by equal yearly payments on the 30th day of June in each and every year during the term of years for which the Lot is sold.

8. When the conditions herein contained have been complied with to the satisfaction of the District Officer the Purchaser of each lot shall be entitled to and shall execute on demand a Lease from the Crown of the ground comprised in each lot for the term of years for which the lot has been sold, at the annual rent stated in the Particulars of Sale of the lot payable yearly on the 30th day of June in each and every year. Such Crown Lease shall unless otherwise provided be in the form set out in Schedule A hereunder and there shall be deemed to be incorporated in such Lease unless otherwise expressly excepted or provided the terms, exceptions, reservations, covenants, conditions, provisoes and agreements contained in Schedule B hereunder which said terms, exceptions, covenants, conditions, provisoes and agreements shall be binding on the Lessee his executors administrators and assigns in the same manner as if they had been incorporated and written in such Lease.

9. If the Purchaser shall fail to pay the premium as provided in Condition 3 hereof His Majesty may either enforce or cancel the sale.

If the Purchaser shall neglect or fail to comply with any other of these conditions, His Majesty may re-enter and resume the property as if no sale had ever taken place in which case the premium paid by the Purchaser shall be wholly forfeited to His Majesty.

In the event of any such cancellation or re-entry as aforesaid His Majesty shall be at full liberty to resell the property at such time and place and in such manner as to His Majesty shall seem fit and in case of a re-sale the increase, if any, of the premium or purchase money shall be retained by His Majesty, and the deficiency, if any, and all costs and expenses shall be made good by the purchaser and be recoverable as liquidated damages.

10. Possession of each lot sold shall be given to the Purchaser thereof, and deemed to have been taken by him, on the day of sale.

11. No verandah shall be constructed so as to project over Crown Land.

12. Except with the consent of the Governor, no house erected on the said Lot shall be more than two storeys in height.

13. In the event of the Purchaser of any lot assigning the benefit of the agreement signed by him under General Condition 3 all assignees shall be bound by the General and Special Conditions of Sale, and all powers and remedies shall be enforceable against them to the same extent as if such assignees were the original purchasers.

14. The exact area, boundaries and measurements of each lot shall be determined before the issue of the Crown Lease and the Premium and Crown Rent shall be then adjusted in accordance with the area and the amounts of Premium and Crown Rent at which the lot was sold.

15. Without the consent of the District Officer no grave shall be made on, nor shall any human remains be interred in, or deposited on the lot sold either in earthenware jars or otherwise.

16. The Purchaser, his executors, administrators, or permitted assigns, shall not, except by way of mortgage, sell or otherwise dispose of or assign the lot or any part or interest therein without the previous consent in writing of the District Officer, unless and until the District Officer shall have issued a certificate to the effect that the building covenant, if any, has been fulfilled to his satisfaction or if there is no building covenant, that the lot has been developed to his satisfaction.

17. Unless otherwise stated in the Special Conditions relating to the sale of the lot the Purchaser shall not have or be entitled to any right of access to the sea or to any right of access to any water which may be near to the lot or on which the same abuts or to any compensation whatever in the event of any reclamation being made between any part of the lot and such sea or water.

SPECIAL CONDITIONS.

1.—(a) No buildings of any description shall be erected on the lot.

For
Agricul-
tural lots
only.

(b) The Purchaser shall not during the term for which the lot is sold permit or allow the land to remain uncultivated according to the custom of the country for a period of two consecutive years at any time after the date on which the lot is sold.

(c) The Crown rent mentioned in the Particulars of Sale is subject to re-assessment at the end of the first five years from the date on which the lot is sold and thereafter such rent shall be paid as shall be fairly and impartially fixed by the Surveyor to His Majesty the King or by such other person as shall be appointed by the Governor of Hong Kong for that purpose as the fair and reasonable rental value of the ground at the expiration of the said period of 5 years.

2.—(a) Except with the written permission of the District Officer, no building erected on the lot shall be used as a "Chai Tong" or for any other purpose of a similar nature.

For
Building
lots only.

(b) No building or site development shall be commenced on the lot until plans in duplicate of such work and a block plan in duplicate showing the position of such work on the lot shall have been submitted to the District Officer. Plans submitted for a new building must be prepared by an authorised architect. Such building shall furthermore be subject to the following rules:—

- (1) The street or open space in front of any new building shall be at least 25 feet wide.
- (2) Open space belonging to the owner shall be provided at the rear of every new building and such open space shall have an area at least equal to half the roofed-over area of the building.
- (3) In addition to such open space a scavenging lane shall be provided having a width of 6 feet.
- (4) The depth of any new building shall not exceed 35 feet unless sufficient lateral windows are provided.
- (5) Without the consent of the District Officer in writing the height of any building shall not exceed 25 feet nor shall any building exceed 2 storeys in height. No storey shall be less than 10 feet in height.
- (6) The ground floor of any new building shall be at such a level above the adjoining ground as may in the opinion of the District Officer be necessary to ensure proper drainage, and shall in every case be at least 6 inches above such adjoining ground.
- (7) Arrangements in connection with the disposal of sullage sewage and storm-water from the lot to be to the satisfaction of the District Officer and approved by him.

3. No addition or alteration to any building erected on the lot in accordance with these conditions shall be made until plans which comply with Special Condition 2 hereof have been submitted and approved by the District Officer but such plans need not be prepared by an authorised architect unless the alteration or addition is such as to render the whole building a new building within the definition contained in Section 6 (39) of the Public Health and Buildings Ordinance, 1903, or unless such addition or alteration involves the use of reinforced concrete.

4. The Purchaser shall pay into the District Office, 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.

MEMORANDUM OF AGREEMENT BY THE PURCHASER.

Memorandum thatof.....

.....
 the person whose name is hereunder written has been this day declared the highest bidder for the Lot described in the Particulars of Sale and hereunder specified opposite to his said name and signature, and does hereby agree to become the Lessee thereof, under and subject to the General and Special Conditions of Sale of such Lot, and on his part to perform and abide by the said Conditions.

Registry No.	Annual Rental.	Amount of Premium at which purchased.	Signature of Purchaser.
Survey District No. Lot No.	\$		

Dated this..... day of....., 19.....

.....
Witness to signature of Purchaser.

.....
Witness to signature of District Officer.

.....
District Officer.

SCHEDULE A.

(FORM OF CROWN LEASE).

THIS INDENTURE made the _____ day of _____, 19____, BETWEEN Our Sovereign Lord GEORGE V by the Grace of God of Great Britain, Ireland and the British Dominions beyond the Seas, King, Defender of the Faith, Emperor of India (hereinafter referred to as "His said Majesty" which expression shall where the context admits be deemed to include His Heirs, Successors and Assigns) of the one part and _____ (hereinafter referred to as "the said Lessee" which expression shall where the context admits be deemed to include his her or their Executors Administrators and Assigns and the survivor of him her or them and the Executors Adminstrators and Assigns of such survivor and in the case of a Body Corporate its Assigns) of the other part WITNESSETH that in consideration of the sum of \$ _____ paid to the Treasurer of the Colony of Hong Kong on behalf of His said Majesty by the Lessee and in consideration of the yearly rent and the covenants and stipulations hereinafter reserved and contained and on the part of the Lessee to be paid done and performed His said Majesty doth hereby grant and demise unto the Lessee ALL THAT piece or parcel of ground situate in the New Territories in the said Colony described in the Schedule hereto and delineated on the plan annexed hereto or endorsed hereon and thereon coloured red TO HOLD the same unto the Lessee as* _____ ground for the term of _____ years from the _____ day of _____, 19____, YIELDING AND PAYING therefor the annual rent specified in the Schedule hereto or such other sum as may hereafter be fixed in lieu thereof with the benefit of and subject to the terms, exceptions, covenants, conditions, provisoes and agreements as are contained in Schedule B of Government Notification No. _____ of 19____, dated the _____ day of _____, 19____, which are and shall be deemed to be incorporated in these presents and shall be binding on the Lessee in the same manner as if they had been written in these presents and subject also to the further terms, exceptions, reservations, covenants, conditions, provisoes and agreements (if any) as are hereinafter contained.

IN WITNESS whereof His Excellency Governor and Commander-in-Chief of the said Colony and its Dependencies, duly authorized by His said Majesty hath executed these presents and hereunto set the Public Seal of the said Colony and the Lessee hath hereunto set his hand and seal the day and year first above written.

SCHEDULE.

Survey District.	Lot No.	Area and Measurements.	Annual Crown Rent.

* Insert Building, Garden or Agricultural, as the case may be, also insert in appropriate cases "as tenants in common" (setting out the shares) or "as joint tenants".

SCHEDULE B.

(Terms, Exceptions, Reservations, Covenants, Conditions, Provisoes and Agreements incorporated in Crown Lease.)

1. Whenever the word "Grant" shall be hereafter used the same shall be deemed to include any Grant Demise Lease Agreement for Lease Tenancy or Letting. And whenever the words "the said premises" shall be hereafter used the same shall be deemed to refer to the ground and premises granted or any part or parts thereof.

2. There shall except where otherwise stated be included in every Grant of ground all messuages, erections and buildings thereon, and all the easements and appurtenances whatsoever to the said premises belonging, or in anywise appertaining thereto.

3. There shall be excepted and reserved unto His said Majesty, all Mines, Minerals, Mineral Oils and Quarries of Stone in, under and upon the said premises, and all such Earth, Soil, Marl, Clay, Chalk, Brick-earth, Gravel, Sand, Stone, and Stones, and other Earths or Materials, which at any time shall be under or upon the said premises, as His said Majesty may require for the Roads, Public Buildings, or other Public Purposes of the Colony of Hong Kong; with full liberty of Ingress, Egress, and Regress, to and for His said Majesty, and His Agents, Servants, and Workmen at reasonable times in the day with or without horses, carts, carriages, and all other necessary things, into, upon, from and out of the said premises to view dig for, convert and carry away, the said excepted Minerals, Mineral Oils, Stone, Earths and other things respectively, thereby doing as little damage as possible to the lessee. There shall be also excepted full power to His said Majesty, to make and conduct in, over, along, through or under the said premises, all and any Public or Common Sewers, drains, or water-courses, water or other mains, telegraph and telephone lines with full power at all times to enter into and upon the said premises for the purposes of making, laying, erecting, inspecting or repairing the same or otherwise in connection therewith.

4. Every grant shall be subject to all existing Public or Private rights and easements in, over, along through or under the said premises or in any wise appertaining thereto.

5. The Rent reserved shall be paid in Current Money of the said Colony on the thirtieth day of June in every year free and clear from all Taxes, Rates, Charges, Assessments and Deductions whatsoever, charged upon or in respect of the said premises or any part thereof, payment of the said Rent for the first year or a proportion thereof as the case may be becoming due on the thirtieth day of June next after the date of the Grant of the premises in respect of which rent is reserved; provided that in the event of any building being erected on any premises expressed to be granted as agricultural or garden ground the rent payable in respect of such premises shall be such sum as shall be specified in the licence for the erection of such building to be granted in manner hereinafter appearing.

6. Each Lessee covenants with His said Majesty, in manner following that is to say, that the Lessee shall and will yearly, and every year, during the term granted, well and truly pay or cause to be paid to His said Majesty, the yearly rent stated in the Grant or such other rent or rents as shall become payable under the proviso hereinbefore contained clear of all deductions as aforesaid on the several days and times and in the manner hereinfore reserved and made payable: and also that the Lessee shall and will at all times during the term of the Grant, bear, pay and discharge all taxes, rates, charges and assessments whatsoever, which are or shall be assessed or charged upon, or in respect of, the said premises. And will (except where otherwise provided) pay the same for each and every year by annual payments in advance with the rent reserved on the thirtieth day of June in every year: And also that the Lessee shall and will, from time to time, and at all times when, where, and as often as need or occasion shall be and require, at his or her and their proper costs and charges, well and sufficiently Repair, Uphold, Support, Maintain, Pave, Purge, Scour, Cleanse, Empty, Amend and Keep the messuage or tenement, and all other erections and buildings at any time standing upon the said premises and all the Walls, Banks, Cuttings Hedges, Ditches, Rails,

Lights, Pavements, Privies, Sinks, Drains, and Water-courses thereunto belonging and which shall in any wise belong or appertain unto the same, in, by, and with all and all manner of needful and necessary reparations, cleansing and amendments whatsoever, the whole to be done to the satisfaction of the District Officer. And the said messuage or tenement, erections, buildings and premises, being so well and sufficiently repaired, sustained and amended, at the end or sooner determination of the term granted shall and will peaceably and quietly deliver up to His said Majesty. And also that the Lessee shall and will during the term granted as often as need shall require bear pay and allow a reasonable share and proportion for and towards the costs and charges of making, building, repairing and amending all or any roads, pavements, channels, fences and party walls, draughts private or public sewers and drains requisite for or in or belonging to the said premises. And further it shall be lawful for His said Majesty, by the District Officer, or other person deputed to act for Him twice or oftener in every year during the term granted, at all reasonable times in the day, to enter upon the said premises to view the condition of the same, and of all decays, defects and wants of reparation and amendments, which upon every such view shall be found, to give or leave notice, in writing, at or upon the said premises unto or for the Lessee to repair and amend the same within Three Calendar Months then next following, within which time the Lessee will repair and amend the same accordingly: And further that the Lessee or any other person or persons shall not, nor will, during the continuance of the Grant use, exercise or follow, in or upon the said premises, any noisy, noisome or offensive trade or business whatever, nor convert any ground expressed to be granted as agricultural or garden ground into use for building purposes other than for the proper occupation of the same ground as agricultural or garden ground without the previous Licence of His said Majesty, signified in writing by the Governor of the said Colony, or other person duly authorized in that behalf: And further that the Lessee or any other person or persons shall not nor will at any time during the said term erect or construct any building or structure of any description on the said premises whether demised as agricultural or garden ground or otherwise without first having obtained the approval thereto of the District Officer, or other person duly authorized by the Governor of the said Colony in that behalf: And also that the Lessee shall not assign, demise, mortgage, or otherwise part with, the said premises or any interest therein for all or any part of the term expressed to be granted without forthwith registering such alienation in the Land Office, or such other Office as may hereafter be instituted for the purposes of Land Registration in the said Colony, and paying the prescribed fees therefor.

7. Provided always, and it is hereby agreed and declared,—

- (1) That in case the yearly rent reserved, or any part thereof, shall be in arrear and unpaid by the space of twenty one days next after any of the days whereon the same ought to be paid as aforesaid (whether lawfully demanded or not) or in case of the breach or nonperformance of any or either of the covenants and conditions herein or in the said Grant contained, and by or on the part of the Lessee to be kept done and performed then, and in either of the said cases, it shall be lawful for His said Majesty, by the Governor of the said Colony or other person duly authorized in that behalf, in and upon the said premises to re-enter, and the same to have again, re-possess, and enjoy as in His former estate as if no Grant of the said premises had been made, and the Lessee and all other occupiers of the said premises thereout to expel, the said Grant or anything contained herein to the contrary notwithstanding.
- (2) That His said Majesty shall have full power to resume, enter into, and re-take possession of the said premises if required for the improvement of the said Colony or for any other public purpose whatsoever, Three Calendar Months' Notice being given to the Lessee of its being so required, and full and fair compensation for the same being paid to the said Lessee at a valuation, to be fairly and impartially made by the District Officer or other person appointed by His said Majesty and upon the exercise of such power the said term and estate shall respectively cease.
- (3) That the Lessee shall where the premises are granted for a term of Seventy-five years commencing on the first day of July one thousand eight hundred and ninety-eight be entitled on the expiration of the said term to a renewed lease of the said premises for the further term of Twenty-four Years less

three days, without payment of any Fine or Premium therefor and at the Rent hereinafter mentioned; And His said Majesty will at the request and cost of such Lessee grant unto him or her on the expiration of the said term a new Lease of the said premises for the term of Twenty-four Years less three days at such Rent as shall be fixed by the District Officer or other person appointed by His said Majesty, as the fair and reasonable rental value of the ground at the date of such renewal; And in all other respects such new Lease shall be granted upon the same terms and under and subject to the same reservations, covenants, stipulations, provisoes and declarations as are contained in such expired Lease with the exception of this proviso for renewal.

- (4) That the Lessee shall not have or be entitled to any right of access to the sea or to any right of access to any water which may be near to the said premises or on which the same abuts or to any compensation whatever in the event of any reclamation being made between any part of the said premises and such sea or water.
 - (5) That without the consent of His said Majesty, signified in writing by the Governor of the said Colony or other person duly authorized in that behalf, no grave shall be made on, nor shall any human remains be interred in, or deposited on the said premises, and
 - (6) That except with the consent of the said Governor no house erected on the said premises shall be more than two storeys in height.
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