

# 15 批地文件的摘要

## SUMMARY OF LAND GRANT

1. 發展項目位處於九龍海旁地段第28號M段第3分段餘段（下稱「該地段」）。
2. 該地段是根據一份九龍海旁地段第28號的政府租契（下稱「租契」）持有。租契的批租年期為999年，由1871年8月5日開始生效。
3. 租契規定如非事先獲得香港殖民地港督或就此獲正式授權的其他人以書面表示皇上陛下、其世襲繼承人、繼任人或受讓人已給予許可，所述承租人或任何其他一或多人在批租的存續期內不得及不會利用該處所或任何部分經營或從事銅工、屠宰、肥皂製造、製糖、獸皮、溶脂、油料、售肉、釀酒、食物供應或旅館、打鐵、淘糞、垃圾清理的行業或業務，或經營或從事任何其他發出噪音、惡臭或令人厭惡的行業或業務。

#### 4. 租契規定承租人：-

- (a) 「須及會在1927年3月2日前，自費在特此予以批租的部分土地之上，以良好、妥善及有效的方式，用同類中最好的材料搭建、建築以及完成至可供使用程度一棟或多棟良好、堅固及以安全的磚塊或石材建構的院宅或物業，配備適當的圍欄、牆壁、污水渠、排水渠以及所有其他一般或必要的附屬設施，並須在上述1927年3月2日前，對此花費及支出最少50,000元的進一步款項，而所有院宅或物業的建築、高度、特性及描述應保持一致的標準，也應當依同一街道上毗鄰的其他院宅或物業（如有的話）朝向和排列，至使皇上陛下、其世襲繼承人、繼任人或受讓人（現工務司）的測量師對整體滿意為止」\*；

\*註: 此為一個載於租契已無效的建築規約，並不應用於發展項目。

- (b) 「須及會在此後，不時，無論何時及在每當有需要或情況要求時，自費妥善地及足夠地修葺、維持、支持、保養、鋪飾清洗、洗滌、潔淨、卸空、修改及保存現時或此後任何時間位於特此表明予以批租的該片或該幅土地上之宅院或物業及所有其他豎設物及建築物，以及所有屬於並以任何形式從屬於或關連該處的牆、堤岸、路塹、籬笆、溝渠、路軌、電燈、行人道、水廁、洗滌槽、排水渠及水道，並且全面執行需要的修葺、清洗及修改工程，以達致令皇上陛下、其世襲繼承人、繼任人或受讓人的測量師滿意為止」；及

- (c) 「須及會在特此予以批租的年期內，每當有需要時或情況要求時，承擔、支付及准許以合理份數和比例計算的費用及收費，以支付建造、建築、修葺及修改在特此表明予以批租的土地或其任何部分所需的、或於其內的、或屬於其的並與毗鄰土地共用的所有或任何道路、行人路、渠道、圍欄及共用牆、排氣管、私家或公共污水渠及排水渠。有關的付款比例由皇上陛下、其世襲繼承人、繼任人或受讓人的測量師釐定及確定，並可當作欠繳地租的性質追討」。

#### 5. 租契訂明如下：-

- (a) 「皇上陛下、其世襲繼承人、繼任人或受讓人有合法權利透過其測量師或獲其指派代表行事的其他人在該批租年期內，每年兩次或多次在日間所有合理時間進入特此表明予以批租的土地，從而視察、搜查及查看其狀況。每當視察時發現有任何頹敗、損壞及需要維修及修正之處，將會發出或在該土地或其某部分留下書面通知或警告，要求所述承租人在其後三個曆月內進行維修及修正。而所述承租人須在每一次通知或警告發出後或留在上述土地或其某部分後三個曆月內，就所有該等頹敗、損壞及需要維修及修正的地方進行維修及修正」；及

- (b) 「皇上陛下、其世襲繼承人、繼任人及受讓人擁有全權就為改善該香港殖民地，或不論任何其他公眾目的所需，在向該承租人發出三個曆月的通知後收回、進入及再佔管特此表明予以批租的土地的全部或其任何部分，並根據皇上陛下、其世襲繼承人、繼任人或受讓人的測量師所作出的公平和客觀估值，就該土地及建於該處的各建築物向該承租人作出全面和合理的賠償。本項權利一旦行使，本文所訂的年期及設定的產業權將分別終止，終結及無效」。

6. 儘管上文第3段有所限制，但根據一份日期為2019年12月27日，並登記於土地註冊處摘要編號為20012101050032 的厭惡性行業牌照，該地段的註冊擁有人獲准經營或從事製糖、油料(加油站除外)、售肉、食物供應及旅館的行業或業務，但須受該牌照施加的條件所規限。

註：1. 詳情請參考租契。租契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用後獲取副本。

2. 除非本售樓說明書另有定義，否則本批地文件摘要內所採用的詞彙與該詞彙在租契內的涵義相同。

## 15 批地文件的摘要

### SUMMARY OF LAND GRANT

1. The development is situated on The Remaining Portion of Sub-section 3 of Section M of Kowloon Marine Lot No. 28 (“the Lot”).
2. The Lot is held under the Government lease of Kowloon Marine Lot No. 28 (“the Lease”) for a term of 999 years commencing from 5th August 1871.
3. The Lease stipulates that “the said Lessees or any other person or persons shall not nor will, during the continuance of this demise, use, exercise or follow, in or upon the said premises or any part thereof, the trade or business of a Brazier, Slaughterman, Soap-maker, Sugar-baker, Fellmonger, Melter of tallow, Oilman, Butcher, Distiller, Victualler or Tavern-keeper, Blacksmith, Nightman, Scavenger, or any other noisy, noisome or offensive trade or business whatever, without the previous licence of His said Majesty, His Heirs, Successors or Assigns, signified in writing by the Governor of the said Colony of Hongkong, or other person duly authorized in that behalf”.
4. The Lease requires that the Lessees: -
  - (a) “shall and will, before the 2nd day of March 1927, at their own proper costs and charges, erect, build and completely finish fit for use, in a good, substantial and workmanlike manner and with the best materials of their respective kinds, one or more good substantial and safe brick or stone messuage or tenement, messuages or tenements, upon some part of the ground hereby demised, with proper fences, walls, sewers, drains and all other usual or necessary appurtenances, and shall and will before the said 2nd March 1927 lay out and expend thereon the further sum of fifty thousand dollars at the least, which said messuage or tenement, messuages or tenements shall be of the same rate of building, elevation, character and description, and shall front and range in a uniform manner with the buildings (if any) immediately adjoining in the same street, and the whole to be done to the satisfaction of the Surveyor of His said Majesty, His Heirs, Successors or Assigns (now the Director of Public Works)”\*;  
\*Note: This is an expired building covenant contained in the Lease and is not applicable to the development.
  - (b) “shall and will, from time to time, and at all times hereafter when, where, and as often as need or occasion shall be and require, at his and their own proper costs and charges, well and sufficiently Repair, Uphold, Support, Maintain, Pave, Purge, Scour, Cleanse, Empty, Amend and keep the messuage or tenement, messuages or tenements, and all other erections and buildings, now or at any time hereafter standing upon the said piece or parcel of ground hereby expressed to be demised, and all the Walls, Banks, Cuttings, Hedges, Ditches, Rails, Lights, Pavements, Privies, Sinks, Drains and Watercourses 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, cleansings and amendments whatsoever, the whole to be done to the satisfaction of the Surveyor of His said Majesty, His Heirs, Successors or Assigns”; and
  - (c) “shall and will, during the term hereby 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 hereby expressed to be demised or any part thereof, in common with other premises near or adjoining thereto, and that such proportion shall be fixed and ascertained by the Surveyor of His said Majesty, His Heirs, Successors or Assigns, and shall be recoverable in the nature of rent in arrear”.
5. The Lease provides as follows :-
  - (a) “it shall and may be lawful to and for His said Majesty, His Heirs, Successors or Assigns, by His or their Surveyor, or other persons deputed to act for Him or them, twice or oftener in every year during the said term, at all reasonable times in the day, to enter and come into and upon the said premises hereby expressed to be demised, to view, search and see the condition of the same, and of all decays, defects and wants of reparation and amendment, which upon every such view or views shall be found, to give or leave notice or warning in writing, at or upon said premises, or some part thereof unto or for the said Lessees, to repair and amend the same within Three Calendar Months then next following, within which said time or space of Three Calendar Months, after every such notice or warning shall be so given, or left as aforesaid, the said Lessees will repair and amend the same accordingly”; and

(b) “His said Majesty, His Heirs, Successors and Assigns shall have full power to resume, enter into, and re-take possession of all or any part of the premises hereby expressed to be demised, if required for the improvement or the said colony of Hong Kong or for any other public purpose whatsoever, Three Calendar Months’ notice being given to the said Lessees of its being so required, and a full and fair Compensation for the said Land and the Buildings thereon, being paid to the said Lessees, at a valuation, to be fairly and impartially made by the Surveyor of His said Majesty, His Heirs, Successors or Assigns, and upon the exercise of such power the term and estate hereby created shall respectively cease, determine and be void”.

6. Notwithstanding the above restrictions at paragraph 3 above, an Offensive Trade Licence dated 27th December 2019 and registered in the Land Registry by Memorial No. 20012101050032 was granted, allowing the registered owner of the Lot to carry out the trade or business of sugar-baker, oilman (excluding petrol filling station), butcher, victualler and tavern-keeper, in or upon the Lot subject to the conditions imposed therein.

Remarks : 1. For full details, please refer to the Lease. Full script of the Lease is available for free inspection upon request at the sales office during open hours and copies of the Lease can be obtained upon paying necessary photocopying charges.

2. Unless otherwise defined in this sales brochure, the capitalized terms used in this Summary of Land Grant shall have the same meaning of such terms in the Lease.