

15 批地文件的摘要

SUMMARY OF LAND GRANT

1. 期數位處於紅磡海旁地段第1號A分段第2小分段A段、紅磡海旁地段第1號A分段第2小分段B段、紅磡海旁地段第1號A分段第2小分段C段、紅磡海旁地段第1號A分段第2小分段D段、紅磡海旁地段第1號A分段第2小分段E段、紅磡海旁地段第1號A分段第2小分段F段、紅磡海旁地段第1號A分段第2小分段餘段(下統稱「第一地段」)、紅磡海旁地段第1號A分段第3小分段A段、紅磡海旁地段第1號A分段第3小分段B段、紅磡海旁地段第1號A分段第3小分段C段、紅磡海旁地段第1號A分段第3小分段D段、紅磡海旁地段第1號A分段第3小分段E段、紅磡海旁地段第1號A分段第3小分段F段、紅磡海旁地段第1號A分段第3小分段G段、紅磡海旁地段第1號A分段第3小分段H段、紅磡海旁地段第1號A分段第3小分段I段、紅磡海旁地段第1號A分段第3小分段餘段(下統稱「第二地段」)、紅磡海旁地段第1號A分段第4小分段A段餘段、紅磡海旁地段第1號A分段第4小分段B段餘段、紅磡海旁地段第1號A分段第4小分段餘段及紅磡海旁地段第1號A分段第7小分段餘段(下統稱「第三地段」)。

第一地段、第二地段及第三地段下統稱「該等地段」。

2. 該等地段是根據一份日期為1915年11月16日有關紅磡海旁地段第1號的政府租契持有，批租年期為999年，由1887年3月21日開始生效(下稱「政府租契」)。

3. 政府租契包括，除其他以外，以下條款:-

- a) 「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陛下、其世襲繼承人、繼承人或受讓人已給予許可，所述公司、其繼承人或受讓人或任何其他一或多人在批租的持續期內，不得及不會利用該處所或其任何部分經營或從事屠宰、肥皂製造、製糖、獸皮、溶脂、油料、售肉、釀酒、食物供應或旅館、淘糞、垃圾清理的行業或業務，或任何其他發出惡臭或令人厭惡的行業或業務」；

- b) 「所述公司、其繼承人及受讓人在此後所有時候及不時在有需要或情況要求時，必須及將會自費妥善及充分地修葺、維持、支持、保養、鋪設、清洗、洗滌、清潔、清空、修改及保存現時或此後任何時候位於在此表明批租的該片或該幅土地上之宅院或物業單位及所有其他豎設物及建築物，以及所有屬於並且以任何形式附屬於或關連該處的牆壁、土堤、路塹、樹籬、溝渠、路軌、電燈、行人道、水廁、洗滌槽、排水渠及水道，並且全面執行需要及必須的修葺、清洗及修改工程，以令陛下、其世襲繼承人、繼承人或受讓人的測量師滿意(現為工務司司長)」；

- c) 「所述公司、其繼承人及受讓人於批租年期內，必須及將會不時按需要承擔、支付及允許以合理份額和比例計算的費用及收費，以支付建造、建築、修葺及修改在此表明批租的處所或其任何部分所需的、或於其內的、或屬於該處所並且與其他鄰近或毗鄰處所共用的所有或任何道路、行人道、渠道、圍欄及共用牆、排氣管、私家或公共污水渠及排水渠。有關的付款比例由陛下、其世襲繼承人、繼承人或受讓人的測量師釐定及確定，並且可當作欠繳地租的性質追討」；

- d) 「陛下、其世襲繼承人、繼承人及受讓人保留所有政府就其為香港殖民地的道路、公共建築或其他公共目的所需，在該處所之內、之下或之上的礦產、礦物及石礦、及所有現時或其後於在批租的持續期內於在該處所或其任何部分之下或之上的土壤、泥土、泥灰岩、黏土、白堊、磚土、礫石、砂、石頭及石堆、及其他土料或材料；陛下、其世襲繼承人、繼承人及受讓人、其代理人、傭人及工人有權於在批租的持續期內於日間合理時間內自由進出及穿越在此表明批租的處所或其任何部分，不論是否連同馬匹、馬車、車輛及其他機器及其他必需之事物，以視察、挖掘、轉用及移走上述保留之礦物、石頭、土料及其他事物或其任何部分，惟須對所述公司、其繼承人或受讓人造成盡可能少的損害；陛下、其世襲繼承人、繼承人及受讓人亦有全權於該處所內、穿過、或於其之下加置及接駁所有及任何公共或公用排污渠、排水渠或水道」；

- e) 「陛下、其世襲繼承人、繼承人或受讓人有合法權利透過其測量師或獲指派代表彼等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在此表明批租的處所從而視察、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，將會發出或在該處所或其任何部分留下書面通知或警告，要求所述公司、其繼承人或受讓人在其後三個曆月內進行維修及修正。所述公司、其繼承人或受讓人須於按照上文所述發出或留下每項通知或警告後三個曆月內進行維修及修正」；及

- f) 「如果為了改善所述香港殖民地或任何其他公共目的所需，陛下、其世襲繼承人、繼承人及受讓人擁有全權收回、進入及再佔管在此表明批租的處所或其任何部分，向所述公司、其繼承人及受讓人給予三個公曆月的通知後，並根據陛下、其世襲繼承人、繼承人或受讓人的測量師公平和客觀地對該土地及其上建築物作出估值，向所述公司、其繼承人或受讓人作出充分和合理的賠償。本項權利一旦行使，本文件所訂的年期及設定的產業權須分別予以終止、終結及無效」。

4. 儘管上文第3(a)段有所限制，根據一份日期為2020年11月4日，並在土地註冊處以註冊摘要編號21010800500018註冊的厭惡性行業牌照(就第一地段而言)、一份日期為2020年11月2日，並在土地註冊處以註冊摘要編號21032601830016註冊的厭惡性行業牌照(就第二地段而言)及一份日期為2020年11月4日，並在土地註冊處以註冊摘要編號21032501520017註冊的厭惡性行業牌照(就第三地段而言)，該等地段的註冊擁有人、其各自的遺囑執行人、遺產管理人及受讓人，如是公司，其各自的繼承人及受讓人，獲准於該等地段之內或之上經營或從事製糖、油料(加油站除外)、售肉、食物供應及旅館的行業或業務，惟須受該牌照施加的條件所規限。

備註：

1. 詳情請參考政府租契。政府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規定，本批地文件摘要內所採用的詞彙與該詞彙在有關政府租契內的意思相同。

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1. The Phase is situated on Section A of Sub-section 2 of Section A of Hung Hom Marine Lot No.1, Section B of Sub-section 2 of Section A of Hung Hom Marine Lot No.1, Section C of Sub-section 2 of Section A of Hung Hom Marine Lot No.1, Section D of Sub-section 2 of Section A of Hung Hom Marine Lot No.1, Section E of Sub-section 2 of Section A of Hung Hom Marine Lot No.1, Section F of Sub-section 2 of Section A of Hung Hom Marine Lot No.1, The Remaining Portion of Sub-section 2 of Section A of Hung Hom Marine Lot No.1 (collectively “the 1st Lot”), Section A of Sub-section 3 of Section A of Hung Hom Marine Lot No.1, Section B of Sub-section 3 of Section A of Hung Hom Marine Lot No.1, Section C of Sub-section 3 of Section A of Hung Hom Marine Lot No.1, Section D of Sub-section 3 of Section A of Hung Hom Marine Lot No.1, Section E of Sub-section 3 of Section A of Hung Hom Marine Lot No.1, Section F of Sub-section 3 of Section A of Hung Hom Marine Lot No.1, Section G of Sub-section 3 of Section A of Hung Hom Marine Lot No.1, Section H of Sub-section 3 of Section A of Hung Hom Marine Lot No.1, Section I of Sub-section 3 of Section A of Hung Hom Marine Lot No.1, The Remaining Portion of Sub-section 3 of Section A of Hung Hom Marine Lot No.1 (collectively “the 2nd Lot”), The Remaining Portion of Section A of Sub-section 4 of Section A of Hung Hom Marine Lot No.1, The Remaining Portion of Section B of Sub-section 4 of Section A of Hung Hom Marine Lot No.1, The Remaining Portion of Sub-section 4 of Section A of Hung Hom Marine Lot No.1 and The Remaining Portion of Sub-section 7 of Section A of Hung Hom Marine Lot No.1 (collectively “the 3rd Lot”).

The 1st Lot, the 2nd Lot and the 3rd Lot are collectively referred to as “the Lots”.

2. The Lots are held under the Government lease of Hung Hom Marine Lot No.1 dated 16th November 1915 (“the Government Lease”) for a term of 999 years commencing on 21st March 1887.
3. The Government Lease contains, inter alia, the following provisions:-
 - a) “that the said Company their Successors or Assigns, 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 Slaughterman, Soap-maker, Sugar-baker, Fellmonger, Melter of tallow, Oilman, Butcher, Distiller, Victualler, or Tavern-keeper, Nightman, Scavenger, or any other 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”;
 - b) “that the said Company their Successors and Assigns, 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 (now the Director of Public Works)”;

- c) “that the said Company their Successors and Assigns 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”;
- d) “except and reserved unto His said Majesty, His Heirs, Successors and Assigns, all Mines, Minerals, 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 now are or hereafter during the continuance of this demise, shall be under or upon the said premises, or any part or parts thereof, as His said Majesty, His Heirs, Successors and Assigns may require for the Roads, Public Buildings, or other Public Purposes of the said Colony of Hongkong; with fully liberty of Ingress, Egress and Regress, to and for His said Majesty, His Heirs, Successors and Assigns, His and their Agents, servants and workmen, at reasonable times in the day during the continuance of this demise, with or without horses, carts, carriages and all other necessary things into, upon, from and out of all or any part or parts of the premises hereby expressed to be demised, to view, dig for, convert, and carry away, the said excepted Minerals, Stone, Earths and other things respectively, or any part or parts thereof respectively, thereby doing as little damage as possible to the said Company their Successors or Assigns; and also save and except full power to His said Majesty, His Heirs, Successors and Assigns, to make and conduct in, through and under the said premises, all and any public or common sewers, drains or watercourses”;
- e) “that 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 the said premises, or some part thereof, unto or for the said Company their Successors or Assigns, 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 Company their Successors or Assigns will repair and amend the same accordingly”; and

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- f) “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 of the said Colony of Hongkong, or for any other public purpose whatsoever, Three Calendar Months’ notice being given to the said Company their Successors and Assigns of its being so required, and a full and fair Compensation for the said Land and the Buildings thereon, being paid to the said Company their Successors or Assigns, 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”.
4. Notwithstanding the above restrictions at paragraph 3(a) above, an Offensive Trade Licence dated 4th November 2020 and registered in the Land Registry by Memorial No. 21010800500018 (for the 1st Lot), an Offensive Trade Licence dated 2nd November 2020 and registered in the Land Registry by Memorial No. 21032601830016 (for the 2nd Lot) and an Offensive Trade Licence dated 4th November 2020 and registered in the Land Registry by Memorial No. 21032501520017 (for the 3rd Lot) were granted allowing the registered owners of the Lots, their respective executors, administrators and assigns, and in the case of corporations their respective successors and assigns, to carry out the trade or business of sugar baker, oilman (excluding petrol filling station), butcher, victualler and tavern keeper, in or upon the Lots subject to the conditions imposed therein.

Notes:

1. For full details, please refer to the Government Lease. Full script of the Government Lease is available for free inspection upon request at the sales office during open hours and copies of the Government 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 Government Lease.