

# 15 批地文件的摘要

## SUMMARY OF LAND GRANT

1. 發展項目位處於九龍內地段第9988號餘段、九龍內地段第9989號餘段、九龍內地段第10023號餘段、九龍內地段第9969號餘段、九龍內地段第10005號餘段、九龍內地段第9987號餘段、九龍內地段第10007號、九龍內地段第9960號餘段、九龍內地段第10013號餘段、九龍內地段第9968號餘段（統稱「政府租契地段」）及九龍內地段第10147號餘段（「重批地段」）。

2. 每一塊政府租契地段(除九龍內地段第10007號外)均是根據一份日期為1973年7月27日的政府租契持有。九龍內地段第10007號是根據一份日期為1973年1月25日的政府租契持有。上述等政府租契在下文統稱「租契」。而重批地段則是根據一份日期為1973年4月4日的協議及重批條件持有(「重批條件」)。

每塊政府租契地段及重批地段的批租年期均由1891年4月13日起計150年。

3. 每一份租契規定：「該承租人不得使用或准許批租的該片或該幅土地或其任何部分或豎立在其上的建築物或該建築物的任何部分被用作非工業用途以外之用途。」及「如非事先獲得女皇陛下以書面所指派港督或其他為此獲授權人士的許可，該承租人或其他人士均不可在批租年期內於使用、行使或接續於批租的處所或其上或其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高噪音、惡臭或令人厭惡的行業或業務。」根據一份日期為2015年12月14日登記於土地註冊處註冊摘要編號為15122800730016 的厭惡性行業牌照，政府經已批准政府租契地段的註冊業主在受該牌照施加的條件所規限下在政府租契地段上經營或從事製糖、油料(加油站除外)、售肉、食物供應及旅館的行業或業務。

重批條件則規定重批地段不得被用作工業用途，且不能在其上豎立工廠大廈。

4. 租契規定承租人：「此後不時及無論何時及在每當有需要時或情況要求時，承租人將會自費和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，並且全面執行有需要及必要的修葺、清洗及修改工程，以達致令女皇陛下的工務司下稱「該工務司」滿意為止。及當現時或此後任何時間位於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於批租年期內拆卸時，承租人將會以完好及堅固的同類且不比其的體積小之建築物，或以得到該工務司所批准該種類及價值的建築物作替代。」

5. 租契規定承租人：「在此予以批租的年期內，須不時按需要而所要求承擔、支付及准許以合理份數和比例計算費用及收費，以支付建造、建築、修葺及修改批租的處所或其任何部分所需的、或於其內的、或屬於其的並與毗鄰處所共用的所有或任何道路、通道、行人路、渠道、柵欄及共用牆、排氣管、私家或公共污水渠及排水渠。有關的付款比例由該工務司釐定及確定，並可當作欠繳地租的性質追討。」

6. 租契規定：「女皇陛下由該工務司或獲指派代表女皇陛下行事的其他人有合法權在批租年期內，每年兩次或多次在日間的合理時間內進入該批租的處所視察、搜查及觀看該處的狀況，及每當視察時發現有任何頹敗、損壞及需要維修及修正的地方時，向承租人發出並在該處所或其部分留下書面通知，要求承租人在三個曆月內就上述問題進行維修及修正。承租人須於其後三個曆月內就上述問題進行維修及修正。」

7. 租契規定：「如因應改善殖民地或不論任何其他公共目的所需，女皇陛下擁有全權向承租人在發出三個曆月的通知後，並根據該工務司公平客觀地估值該土地及在其上的建築物向承租人作出全面合理的賠償，從而收回、進入及再佔管該批租的處的所有部份或其何部分。本項權利一旦行使，本文所訂的年期及產業權將分別終止、終結及無效。」

8. 至於重批地段，重批地契：-

- (1) 於一般條款第3條規定：「承批人須在批租期間使現時或此後任何時間豎立於批租土地上的建築物保持修葺良好堅固及狀況良好，並於批租終止或提前終止時以該修葺和狀況將其交還。當在批租年期內的任何時間位於批租土地上或其任何部分的建築物拆卸時，承批人須以完好及堅固的同類且不比其的體積小之建築物，或以得到工務司所批准該種類及價值的建築物作替代。」
- (2) 於特別條款第5條規定：「承批人須按工務司的要求及其所批准的就批租土地內的排水系統進行維修及改動以確保所有污水及雨水被引到公共污水渠或公共雨水渠。」
- (3) 於特別條款第12條規定：「任何豎立於批租土地上的建築物的排水渠須按工務司的要求所實行，為處理和處置污水或被污染的水，承批人須就該工務司所要求的條款自費於批租土地或政府土地或其他地方建設合適的工程，以達致工務司滿意為止，而承批人須對所引起的任何損失或滋擾承擔全部責任。」

註：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批地文件內的意思相同。

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1. The development is situated on the Remaining Portion of Kowloon Inland Lot No.9988, the Remaining Portion of Kowloon Inland Lot No.9989, the Remaining Portion of Kowloon Inland Lot No.10023, the Remaining Portion of Kowloon Inland Lot No.9969, the Remaining Portion of Kowloon Inland Lot No.10005, the Remaining Portion of Kowloon Inland Lot No.9987, Kowloon Inland Lot No. 10007, the Remaining Portion of Kowloon Inland Lot No.9960, the Remaining Portion of Kowloon Inland Lot No.10013, the Remaining Portion of Kowloon Inland Lot No.9968 (collectively “the Government Lease Lots”) and the Remaining Portion of Kowloon Inland Lot No.10147 (“the Re-grant Lot”).

2. Each of the Government Lease Lots (save for Kowloon Inland Lot No.10007) is held under a Government lease dated 27th July 1973. Kowloon Inland Lot No.10007 is held under a Government lease dated 25th January 1973. The above Government leases are hereinafter collectively called “the Leases”. The Re-grant Lot is held under an Agreement and Conditions of Re-grant dated 4th April 1973 deposited and registered in the Land Registry as Conditions of Re-grant No. 10451 (“the Conditions of Re-grant”).

Each of the Government Lease Lots and the Re-grant Lot is held for a term of 150 years commencing from 13th April 1891.

3. Each of the Leases stipulates that “the said Lessee will not use or allow to be used the said piece or parcel of ground or any part thereof or any building erected thereon or any part of such building for any purposes other than non-industrial purposes” And That “the said Lessee or any person or persons will not during the continuance of this demise use exercise or follow in or upon the demised 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 Her said Majesty signified in writing by the Governor or other person duly authorized in that behalf.” By an Offensive Trade Licence dated 14th December 2015 and registered in the Land Registry by Memorial No. 15122800730016, the Government has approved a licence to the registered owner of the Government Lease Lots to carry out the trade or business of sugar-baker, oilman (excluding petrol filling station), butcher, victualler and tavern-keeper in or upon the Government Lease Lots subject to the conditions imposed therein.

The Conditions of Re-grant stipulates that the Re-grant Lot shall not be used for industrial purposes and no factory building shall be erected thereon.

4. The Leases require the Lessees “will from time to time and at all times hereafter when where and as often as need or occasion shall require at the said Lessee’s 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 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 Her said Majesty’s Director of Public Works (hereinafter referred to as “the said Director”) And in the event of the demolition at any time during the continuance of this demise of the said messuage or tenement messuages or tenements or any other erections and buildings now or at any time hereafter standing upon the said piece or parcel of ground or any of them or any part thereof the said Lessee will replace the same with either by sound and substantial buildings of the same type and of no less volume or by buildings of such type and value as shall be approved by the said Director.”

5. The Leases require the Lessees “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 lanes pavements channels fences and party walls draughts private or public sewers and drains requisite for or in or belonging to the demised premises or any part thereof in common with other premises near or adjoining thereto and that such proportion shall be fixed and ascertained by the said Director and shall be recoverable in the nature of rent in arrear.”

6. The Leases provide that “it shall and may be lawful to and for Her said Majesty by the said Director or other persons deputed to act for Her twice or oftener in every year during the said term at all reasonable times in the day to enter into and upon the demised premises 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 shall be found to give or leave notice in writing at or upon the demised premises or some part thereof unto or for the said Lessee to repair and amend the same within Three Calendar Months then next following within which time the said Lessee will repair and amend the same accordingly.”

7. The Leases provide that “Her said Majesty shall have full power to resume enter into and re-take possession of all or any part of the demised 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 said Lessee of its being so required and a full and fair compensation for the said Land and the Buildings thereon being paid to the said Lessee at a Valuation to be fairly and impartially made by the said Director and upon the exercise of such power the term and estate hereby created shall respectively cease determine and be void.”

8. Regarding the Re-grant Lot, the Conditions of Re-grant:-

(1) , in General Condition No.3, stipulates that “The grantee shall throughout the tenancy maintain all buildings erected or which may at any time hereafter be erected on the lot in good substantial repair and condition, and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy. In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof the grantee shall replace the same either by sound and substantial buildings of the same type and of no less volume or by buildings of such type and value as shall be approved by the Director of Public Works.”

(2) , in Special Condition No.5, stipulates that “The grantee shall when required by the Director of Public Works carry out repairs and alterations to the drainage system within the lot so as to ensure that all foul and storm water is led to a public foul sewer or public storm water drain as the said Director may approve.”

(3) , in Special Condition No.12, stipulates that “The drainage of any building erected on the lot shall be effected as may be required by the Director of Public Works, and the grantee shall make all arrangements at his own expense and to the satisfaction of the said Director for the treatment and disposal of foul or contaminated water by the construction of suitable works either within the lot or on Crown Land or otherwise and on such terms as the said Director shall require, and the grantee shall be solely liable for any damage or nuisance caused thereby.”

Remarks: 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 relevant Land Grant.