

# 15 批地文件的摘要

## SUMMARY OF LAND GRANT

1. 發展項目位處於(I)新九龍內地段第1822號餘段、新九龍內地段第1824號餘段，及新九龍內地段第2183號餘段(統稱「**第一地段**」)，(II)新九龍內地段第1936號餘段、新九龍內地段第2278號餘段、新九龍內地段第2279號餘段、新九龍內地段第2280號餘段，及新九龍內地段第2281號餘段(統稱「**第二地段**」)，(III)新九龍內地段第1935號餘段、新九龍內地段第2334號餘段，及新九龍內地段第2335號餘段(統稱「**第三地段**」)，及(IV)新九龍內地段第1881號、新九龍內地段第2298號，及新九龍內地段第2299號(統稱「**第四地段**」)。

第一地段、第二地段、第三地段及第四地段下統稱「**地段**」。

2. (a) 每幅第一地段(新九龍內地段第1824號餘段除外)各自根據一份政府租契持有，而該些政府租契的日期均為1935年2月14日。新九龍內地段第1824號餘段則根據一份日期為1934年6月25日的政府租契持有。上述政府租契，下統稱「**第一地段租契**」。
- (b) 每幅第二地段各自根據一份政府租契持有，而該些政府租契的日期均為1937年5月14日(統稱「**第二地段租契**」)。
- (c) 每幅第三地段各自根據一份政府租契持有，而該些政府租契的日期均為1937年1月26日(統稱「**第三地段租契**」)。
- (d) 每幅第四地段各自根據一份政府租契持有，而該些政府租契的日期均為1937年10月27日(統稱「**第四地段租契**」)。

第一地段租契、第二地段租契、第三地段租契及第四地段租契下統稱「**租契**」。

每幅地段的批租年期均為75年，由1898年7月1日起生效，並可以24年減去最後3天的年期續期。該年期根據《新界土地契約(續期)條例》(第150章)第6條的規定經續期至2047年6月30日。

3. 每份租契均包括以下條款:-

- (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皇上陛下已給予許可，上述承租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，或任何其他發出噪音、惡臭或令人厭惡的行業或業務」；
- (b) 「保留[予]皇上陛下所有就其為香港殖民地的道路、公共建築物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、礦物油及石礦，及所有現時或其後在批租的持續期內於該處所或其任何一或多部分之下或之上的土料、泥土、泥灰岩、黏土、白堊、製磚土、礫石、砂、石頭及石堆、及其他土料或材料；皇上陛下，及其代理人、傭人及工人有權於在批租的持續期內於日內的合理時間內自由進出及穿越特此表明予以批租的土地的所有或其任何一或多部分，不論是否連同馬匹、馬車、車輛及其他必需之事物，以視察、挖掘、轉用及移走上述保留之礦物、石料、土料及其他事物或其任何一或多部分，惟須對上述承租人造成盡可能少的損害；亦保留皇上陛下全權於該處所內、穿過及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」；
- (c) 「上述承租人必須及將會於在此批租的該年期內的每一年，每年妥善地及真誠地支付或安排支付予皇上陛下上述[十元(適用於每份租契，除了新九龍內地段第2183號餘段所根據持有的政府租契及第四地段租契外)或十二元(適用於新九龍內地段第2183號餘段所根據持有的政府租契及每份第四地段租契)]之年租金，不包括上文所述的所有扣減，並於分別的日期和時間以及以上述方式保留並支付；此外，上述承租人必須及將會於在此批租的該年期內，承擔、支付及清償任何現在或今後將對於、或有關於

在此表明予以批租的該處所或其任何部分評定或徵收的所有稅款、差餉、收費及評估款項」；

- (d) 承租人「必須及將會在此後不時、無論何時、在每當有需要或情況要求時，自費妥善地及充分地修葺、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間位處於在此表明予以批租的該片或該幅土地上之一或多個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壁、堤岸、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、清洗及任何的修改工程。一切工程須進行以達致[皇上陛下的工務司(以下稱為「**上述司長**」)]滿意」；
- (e) 承租人「將會於在此批租的年期內，每當有需要時，承擔、支付及准許以合理份額和按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該處所或其任何部分所需的、或於其內的、或屬於其的，並與其他鄰近或毗鄰處所共用的所有或任何道路、行人路、渠道、圍欄及共用牆、通風管、私家或公共污水渠及排水渠。該比例由上述司長釐定及確定，並可當作欠繳地租的性質追討」；
- (f) 「皇上陛下有合法權利透過上述司長或獲指派代表他的其他人在該批租年期內，每年兩次或多次在日內的所有合理時間進入在此表明予以批租的該處所，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某部分留下書面通知或警告予上述承租人，要求其在其後三個曆月內對此進行維修及修正。而上述承租人須在每個該通知或警告發出後三個曆月內，就所有該等頹敗、損壞及需要維修及修正之處進行維修及修正」；及
- (g) 「皇上陛下擁有全權就為改善所述香港殖民地，或任何其他公共目的所需，在向予上述承租人發出三個曆月有關該需要的通知後，收回、進入及再佔管在此表明予以批租的處所的所有或任何部分，並根據上述司長公平和客觀地對所述土地及其上的建築物作出之估值，向予上述承租人作出全面和公平的賠償。本項權利一經行使，本文所訂立的年期及產生的產業權將分別終止、終結及無效」。

4. 除了在以上第3段中所述的條款外，每份第一地段租契都規定承租人「須在1932年3月19日起計的24個曆月期滿前自費於在此批租的土地之某部分上以良好、堅固及熟練的技術方式搭建、建造及將之完全裝修至可用，一或多個良好、堅固及安全的磚塊或石材結構的宅院或物業單位，而該宅院或物業單位須配備適當的圍欄、牆壁、污水渠、排水渠及所有其他通常或必要的附屬設施，並須在及將在前述24個曆月期滿前就此花費及總支出最少4000元。所述的宅院或物業單位須有與同一街道上的宅院或物業單位(如有)同樣等級的建築、立面特徵及描述及一致的座向及排列方式。一切工程須使[上述司長]滿意」\*。

(\*註釋：此段所列明之在每份第一地段租契內均有的建築規約已無效，並不適用於發展項目。)

5. 儘管上文第3(a)段有所限制，根據一份日期為2022年12月19日，並在土地註冊處以註冊摘要編號23021301270011註冊的厭惡性行業牌照(適用於第一地段)、一份日期為2022年12月19日，並在土地註冊處以註冊摘要編號23020600790064註冊的厭惡性行業牌照(適用於第二地段及第三地段)，及一份日期為2013年1月30日，並在土地註冊處以註冊摘要編號13020801130022註冊的厭惡性行業牌照(適用於第四地段)，地段的註冊擁有人、其遺囑執行人、遺產管理人及受讓人，如是公司，其繼承人及受讓人，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。

1. The development is situated on (I) The Remaining Portion of New Kowloon Inland Lot No.1822, The Remaining Portion of New Kowloon Inland Lot No.1824, and The Remaining Portion of New Kowloon Inland Lot No.2183 (collectively, the “**1st Lots**”), (II) The Remaining Portion of New Kowloon Inland Lot No.1936, The Remaining Portion of New Kowloon Inland Lot No. 2278, The Remaining Portion of New Kowloon Inland Lot No.2279, The Remaining Portion of New Kowloon Inland Lot No.2280, and The Remaining Portion of New Kowloon Inland Lot No.2281 (collectively, the “**2nd Lots**”), (III) The Remaining Portion of New Kowloon Inland Lot No.1935, The Remaining Portion of New Kowloon Inland Lot No.2334, and The Remaining Portion of New Kowloon Inland Lot No.2335 (collectively, the “**3rd Lots**”), and (IV) New Kowloon Inland Lot No.1881, New Kowloon Inland Lot No.2298, and New Kowloon Inland Lot No.2299 (collectively, the “**4th Lots**”).

The 1st Lots, the 2nd Lots, the 3rd Lots and the 4th Lots are hereinafter collectively referred to as the “**Lots**”.

2. (a) Each of the 1st Lots (save for The Remaining Portion of New Kowloon Inland Lot No.1824) is respectively held under a Government lease, all of which are dated 14th February 1935, and The Remaining Portion of New Kowloon Inland Lot No.1824 is held under a Government lease dated 25th June 1934. The aforesaid Government leases are hereinafter collectively referred to as the “**1st Lots Leases**”.
- (b) Each of the 2nd Lots is respectively held under a Government lease, all of which are dated 14th May 1937 (collectively, the “**2nd Lots Leases**”).
- (c) Each of the 3rd Lots is respectively held under a Government lease, all of which are dated 26th January 1937 (collectively, the “**3rd Lots Leases**”).
- (d) Each of the 4th Lots is respectively held under a Government lease, all of which are dated 27th October 1937 (collectively, the “**4th Lots Leases**”).

The 1st Lots Leases, the 2nd Lots Leases, the 3rd Lots Leases and the 4th Lots Leases are hereinafter collectively referred to as the “**Leases**”.

Each of the Lots is held for a term of 75 years commencing from 1st July 1898 and renewable for 24 years less the last 3 days thereof which term has been extended to 30th June 2047 under Section 6 of the New Territories Leases (Extension) Ordinance (Cap. 150).

3. Each of the Leases contains the following provisions:-
  - (a) “the said Lessee 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 signified in writing by the Governor or other person duly authorised in that behalf”;
  - (b) It is “Except 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 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 may require for the

Roads Public Buildings or other Public Purposes of the said Colony of Hong Kong with full liberty of Ingress Egress and Regress to and for His said Majesty His 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 Lessee AND also Save and Except full power to His said Majesty to make and conduct in through and under the said premises all and any public or common sewers drains or watercourses”;

- (c) “the said Lessee will yearly and every year during the said term hereby granted well and truly pay or cause to be paid to His said Majesty the said yearly Rent of [ten dollars (for each of the Leases except the Government lease under which The Remaining Portion of New Inland Lot No. 2183 is held and the 4th Lots Leases) or twelve dollars (for the Government lease under which The Remaining Portion of New Inland Lot No. 2183 is held and each of the 4th Lots Leases)] clear of all deductions as aforesaid on the several days and times and in the manner hereinbefore reserved and made payable AND will during the whole of the said term hereby granted bear pay and discharge all taxes rates charges and assessments whatsoever which now are or shall be hereafter assessed or charged upon or in respect of the said premises hereby expressed to be demised or any part thereof”;
- (d) The lessee “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 her or 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 [His said Majesty’s Director of Public Works (hereinafter referred to as “the said Director”)]”;
- (e) The lessee “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 said Director and shall be recoverable in the nature of rent in arrear”;
- (f) “it shall and may be lawful to and for His said Majesty by the said Director or other persons deputed to act for Him twice or oftener in every year during the said term at all reasonable times in the day to enter 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 shall be found to give or leave notice in writing at or upon the said 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”; and

(g) "His said Majesty 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 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".

4. In addition to the provisions set out in paragraph 3 above, it is provided in each of the 1st Lots Leases that the lessee "will before the expiration of twenty four calendar months from the nineteenth day of March one thousand nine hundred and thirty two at his her or 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 expiration of the said twenty four calendar months lay out and expend thereon the Sum of four 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 an uniform manner with the buildings (if any) immediately adjoining in the same Street and the whole to be done to the satisfaction of [the said Director]"\*.

(\*Note: This is an expired building covenant contained in each of the 1st Lots Leases and is not applicable to the development.)

5. Notwithstanding the above restrictions at paragraph 3(a) above, an Offensive Trade Licence dated 19th December 2022 and registered in the Land Registry by Memorial No. 23021301270011 (for the 1st Lots), an Offensive Trade Licence dated 19th December 2022 and registered in the Land Registry by Memorial No. 23020600790064 (for the 2nd Lots and the 3rd Lots), and an Offensive Trade Licence dated 30th January 2013 and registered in the Land Registry by Memorial No. 13020801130022 (for the 4th Lots) were granted allowing the respective 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.

#### Remarks:

1. For full details, please refer to the Leases. Full scripts of the Leases are available for free inspection upon request at the sales office during opening hours and copies of the Leases 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 Leases.