

15 SUMMARY OF LAND GRANT 批地文件的摘要

1. The development is situated on the Remaining Portion of Subsection 1 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 for a term of 999 years from 5th August 1871.
3. The Lease stipulates that the Lot shall not be used for 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 the Government. By an Offensive Trade Licence dated 23rd December, 2013 and registered in the Land Registry by Memorial No.14040402590011, the Government has approved a licence to 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.
4. The Lease requires 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 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”.
5. The Lease requires the lessee “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”.
6. The Lease provides 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 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.”
7. The Lease provides that “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 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”.

15 SUMMARY OF LAND GRANT 批地文件的摘要

1. 發展項目位處於九龍海旁地段第28號M段第1分段餘段(下稱「發展地段」)。
2. 「發展地段」是根據一份九龍海旁地段第28號政府租契(下稱「租契」)持有，而該租契的批租年期由1871年8月5日開始999年。
3. 「租契」規定：如非事先獲得政府的許可，「發展地段」不得被用作經營或從事銅工、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2013年12月23日並登記於土地註冊處註冊摘要編號為14040402590011的厭惡性行業牌照，政府經已批准「發展地段」的註冊業主在「發展地段」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，但須受該牌照施加的條件所規限。
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，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、修改及保存現時或嗣後任何時間位於在此表明予以批租的該片或該幅土地上之宅院或物業單位及所有其他任何豎設物及建築物，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，並且全面執行需要及必須的修葺、清洗及修改工程，以達致令陛下、其繼承人或受讓人的測量師滿意為止。」
5. 「租契」規定「承租人」：「於本文協定的批租年期內須不時按需要而要求、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、修葺及修改屬於在此表明予以批租的該處所或該處所的任何部分或其所需的所有或任何道路、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，或該出租的處所與鄰近或毗鄰樓宇共用的部分。有關的付款比例由陛下、其繼承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。」
6. 「租契」規定：「陛下、其繼承人或受讓人的測量師或獲指派代表他們行事的其他人有權在該批租年期內，每年兩次或多次在日間的合理時間內進入及再佔管在此表明予以批租的該處所從而視察、搜查及觀看該物業的狀況。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，須就該處所或其某部分向「承租人」發出書面通知或警告，或在該處所或其部分留下書面通知或警告，要求「承租人」或其遺囑執行人、遺產管理人或受讓人在三個曆月內，就上述問題進行維修及修正。在每個書面通知或警告按上述方式發出或留下後，「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：「如因應改善香港殖民地，或不論任何其他公共目的所需，陛下、其繼承人及受讓人可全權向其所要求的承租人在發出三個曆月的通知，並且根據陛下、其繼承人或受讓人的測量師公平客觀地估值該地段及在其上面的建築物，並向承租人作出全面合理的賠償，從而收回、進入及再佔管在此表明予以批租的所有土地或任何處所的部分。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。」