

15 SUMMARY OF LAND GRANT 批地文件的摘要

1. The development is constructed on Section B of Aplichau Marine Lot No.1, Section A of Aplichau Marine Lot No.2, Section B of Aplichau Marine Lot No.2, the Remaining Portion of Aplichau Marine Lot No.2, Section A of Aplichau Marine Lot No.26, the Remaining Portion of Aplichau Marine Lot No.26, the Remaining Portion of Section A of Aplichau Marine Lot No.27 and Sub-section 1 of Section A of Aplichau Marine Lot No.27 (collectively “the Land”).
2. (i) Section B of Aplichau Marine Lot No.1, Section A of Aplichau Marine Lot No.2, Section B of Aplichau Marine Lot No.2 and the Remaining Portion of Aplichau Marine Lot No.2 of the Land are held under two Government Leases for two several terms both of 75 years commencing from 11th June 1925 and renewable for 75 years.
(ii) The Remaining Portion of Section A of Aplichau Marine Lot No.27 and Sub-section 1 of Section A of Aplichau Marine Lot No.27 of the Land are held under a Government Lease for a term of 75 years commencing from 29th July 1926 and renewable for 75 years.
(iii) Section A of Aplichau Marine Lot No.26 and the Remaining Portion of Aplichau Marine Lot No.26 of the Land are held under the Conditions of Exchange No.UB2058 for a term of 75 years commencing from 18th June 1925 and renewable for 75 years.
3. The Land Grant of Section B of Aplichau Marine Lot No.1, Section A of Aplichau Marine Lot No.2, Section B of Aplichau Marine Lot No.2, the Remaining Portion of Aplichau Marine Lot No.2, the Remaining Portion of Section A of Aplichau Marine Lot No.27 and Sub-section 1 of Section A of Aplichau Marine Lot No.27 of the Land stipulates that the said lots 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 virtue of two letters dated 18th July 2014 and 21st October 2014 and registered in the Land Registry by Memorial Nos. 14073100960010 and 14103000790022 respectively, the Government has approved a licence to be granted to the registered owner of the Land (including its 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 Land.
4. The Land Grant of Section B of Aplichau Marine Lot No.1, Section A of Aplichau Marine Lot No.2, Section B of Aplichau Marine Lot No.2, the Remaining Portion of Aplichau Marine Lot No.2, the Remaining Portion of Section A of Aplichau Marine Lot No.27 and Sub-section 1 of Section A of Aplichau Marine Lot No.27 of the Land provides that the Lessees “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 the said message or tenement, messuages or tenements, erections, buildings and premises, so being well and sufficiently repaired, sustained and amended, at the end, or sooner determination of the said term hereby granted, shall and will peaceably and quietly deliver up to His said Majesty, His Heirs, Successors or Assigns.”
5. The Land Grant of Section B of Aplichau Marine Lot No.1, Section A of Aplichau Marine Lot No.2, Section B of Aplichau Marine Lot No.2, the Remaining Portion of Aplichau Marine Lot No.2, the Remaining Portion of Section A of Aplichau Marine Lot No.27 and Sub-section 1 of Section A of Aplichau Marine Lot No.27 of the Land provides that the Lessees “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 Surveyors of His said Majesty, His Heirs, Successors or Assigns, and shall be recoverable in the nature of rent in arrear.”
6. The Land Grant of the Remaining Portion of Section A of Aplichau Marine Lot No.27 and Sub-section 1 of Section A of Aplichau Marine Lot No.27 of the Land stipulates that “the said Lessee in carrying out any works of excavation on the said piece or parcel of ground will not deposit thereon or on Crown land adjoining any excavated earth in such a manner as shall expose the slopes of such excavated earth to be eroded and washed down by the rains and will properly turf and if necessary secure in place by means of masonry toe walls all such slopes.”
7. General Condition No. 10 of the Conditions of Exchange No.UB2058 of Section A of Aplichau Marine Lot No.26 and the Remaining Portion of Aplichau Marine Lot No.26 of the Land stipulates that “no sewage or refuse water will be allowed to flow from the Lot on to any of the adjoining lands whether belonging to the Crown or to private persons; neither shall any decaying noisome, noxious, excrementitious, or other refuse matter be deposited on any portion of the Lot, and in carrying out any works of excavation on the Lot no excavated earth shall be deposited on the Lot or (with permission) on Crown Land adjoining, in such manner as shall expose the slopes of such excavated earth to be eroded and washed down by the rains, and all such slopes shall be properly turfed and, if necessary, secured in place by means of masonry toe walls. The Lessee shall see that all refuse matters are properly removed daily from off the premises.”
8. General Condition No. 13 of the Conditions of Exchange No.UB2058 of Section A of Aplichau Marine Lot No.26 and the Remaining Portion of Aplichau Marine Lot No.26 of the Land stipulates that “any scavenging lanes formed to be handed over to the Government free of cost”.
9. Special Condition No. (1) of the Conditions of Exchange No.UB2058 of Section A of Aplichau Marine Lot No.26 and the Remaining Portion of Aplichau Marine Lot No.26 of the Land stipulates that “the whole of the areas colored red and green on plan shall be formed by the lessee at his own expense to such levels as the Director of Public Works may approve and shall construct for the protection of such reclaimed area a rubble mound faced with a pitched slope set in cement mortar and bedded in cement concrete. The whole of the work to be carried out to the complete satisfaction of the Director of Public Works. The area colored green to be handed over to Government free of cost on completion.”
10. Special Condition No. (2) of the Conditions of Exchange No.UB2058 of Section A of Aplichau Marine Lot No.26 and the Remaining Portion of Aplichau Marine Lot No.26 of the Land stipulates that “the lessee will not be allowed to utilize the areas colored green for the purpose of storage or for the erection of any temporary buildings without the consent of the Director of Public Works first having been obtained.”
11. The Land Grant of Section B of Aplichau Marine Lot No.1, Section A of Aplichau Marine Lot No.2, Section B of Aplichau Marine Lot No.2, the Remaining Portion of Aplichau Marine Lot No.2, the Remaining Portion of Section A of Aplichau Marine Lot No.27 and Sub-section 1 of Section A of Aplichau Marine Lot No.27 of the Land 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 Lessee his Executors, Administrators, 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 Lessee his Executors, Administrators, 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.”

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- 發展項目興建於鴨脷洲海旁地段第1號B段、鴨脷洲海旁地段第2號A段、鴨脷洲海旁地段第2號B段、鴨脷洲海旁地段第2號餘段、鴨脷洲海旁地段第26號A段、鴨脷洲海旁地段第26號餘段、鴨脷洲海旁地段第27號A段餘段及鴨脷洲海旁地段第27號A段第1分段(統稱「發展地段」)。
- 兩份屬於「發展地段」內鴨脷洲海旁地段第1號B段、鴨脷洲海旁地段第2號A段、鴨脷洲海旁地段第2號B段及鴨脷洲海旁地段第2號餘段的「政府租契」所規定的年期均由1925年6月11日計起75年，並可再續期75年。
 - 一份屬於「發展地段」內鴨脷洲海旁地段第27號A段餘段及鴨脷洲海旁地段第27號A段第1分段的「政府租契」所規定的年期由1926年7月29日計起75年，並可再續期75年。
 - 一份屬於「發展地段」內鴨脷洲海旁地段第26號A段及鴨脷洲海旁地段第26號餘段的「換地條件第UB2058號」所規定的年期由1925年6月18日計起75年，並可再續期75年。
- 「發展地段」內鴨脷洲海旁地段第1號B段、鴨脷洲海旁地段第2號A段、鴨脷洲海旁地段第2號B段、鴨脷洲海旁地段第2號餘段、鴨脷洲海旁地段第27號A段餘段及鴨脷洲海旁地段第27號A段第1分段的批地文件規定，如非事前獲得「政府」的許可，上述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、惡臭或令人厭惡之行業或業務。根據兩封日期為2014年7月18日及2014年10月21日並登記於土地註冊處註冊摘要編號分別為14073100960010及14103000790022的信函，政府經已批准許可予「發展地段」之註冊業主(包括其繼承人及受讓人)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。
- 「發展地段」內鴨脷洲海旁地段第1號B段、鴨脷洲海旁地段第2號A段、鴨脷洲海旁地段第2號B段、鴨脷洲海旁地段第2號餘段、鴨脷洲海旁地段第27號A段餘段及鴨脷洲海旁地段第27號A段第1分段的批地文件規定：「此後不時及無論何時在每當有需要時或情況要求時，須自費妥善地及充分地修葺、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建於在本文所述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，以及所有屬於該片或該幅土地及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。於該租期完結或提前終止時，該宅院或物業單位、豎設物、建築物及處所須以良好及充分維修的狀態平安及安靜地交付予陛下、其繼承人或受讓人。」
- 「發展地段」內鴨脷洲海旁地段第1號B段、鴨脷洲海旁地段第2號A段、鴨脷洲海旁地段第2號B段、鴨脷洲海旁地段第2號餘段、鴨脷洲海旁地段第27號A段餘段及鴨脷洲海旁地段第27號A段第1分段的批地文件規定承租人「須於本文協定的批租年期內按需要承擔、支付及撥出以合理份數和比例計算的費用及收費，以支付建造、建築、修理及修改在本文所述予以批租的該處所或該處所任何部分必須的所有或任何道路、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處所共用的部分。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。」
- 「發展地段」內鴨脷洲海旁地段第27號A段餘段及鴨脷洲海旁地段第27號A段第1分段的批地文件規定：「當承租人於該片或該幅土地上進行任何挖掘工程時，不得將任何挖出的泥土棄置在該地段或棄置在毗連該地段的官地上，而該棄置方式會使被挖出的泥土斜坡暴露，令其被雨水侵蝕或沖走。承租人須將所有該等斜坡妥為植草。如有需要，須將該斜坡以石砌坡腳牆加以鞏固。」
- 「發展地段」內鴨脷洲海旁地段第26號A段及鴨脷洲海旁地段第26號餘段的換地條件第UB2058號一般條款第10條規定：「不得讓污水或廢水從該地段流進任何不論屬於官方或私人的毗連土地：須確保不讓任何腐壞、發出惡臭、有毒的物質、排泄物或其他廢物棄置在該地段上，以及在該地段任何部分進行挖掘工程時，不得將任何挖出的泥土棄置在該地段上或(獲准許)毗連的官地上，而該棄置方式會使被挖出的泥土之斜坡暴露，令其被雨水侵蝕或沖走。承租人須將所有該等斜坡妥為植草。及如有需要，須將該斜坡以石砌坡腳牆加以鞏固。承租人亦須確保每日把所有廢物移離該處所。」
- 「發展地段」內鴨脷洲海旁地段第26號A段及鴨脷洲海旁地段第26號餘段的換地條件第UB2058號一般條款第13條規定：「以任何形式形成的後巷須無償交予政府」。
- 「發展地段」內鴨脷洲海旁地段第26號A段及鴨脷洲海旁地段第26號餘段的換地條件第UB2058號特別條款第(1)條規定：「承租人須自費建造在圖則上以紅色及綠色顯示的整個範圍以達至工務司批准的水平，並須為保護該填海區而用水泥沙漿黏砌並混有水泥混凝土建造，再以碎石堆鋪面的斜尖斜坡。整個工程須達至令工務司滿意為止。工程完成後，圖則上以綠色顯示的範圍須無償交予政府」。
- 「發展地段」內鴨脷洲海旁地段第26號A段及鴨脷洲海旁地段第26號餘段的換地條件第UB2058號特別條款第(2)條規定：「如沒有事先取得工務司的同意，承租人不得使用該地段以綠色顯示的範圍作儲存或建立任何臨時建築物之用」。
- 「發展地段」內鴨脷洲海旁地段第1號B段、鴨脷洲海旁地段第2號A段、鴨脷洲海旁地段第2號B段、鴨脷洲海旁地段第2號餘段、鴨脷洲海旁地段第27號A段餘段及鴨脷洲海旁地段第27號A段第1分段的批地文件規定：「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承租人、其遺囑執行人、遺產執行人及由其所要求的受讓人發出三個公曆月的通知，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建築物，並向承租人、其遺囑執行人、遺產執行人或受讓人作出全面合理的賠償，從而收回、進入及再佔管在本文所述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」。