

15. 批地文件的摘要

SUMMARY OF LAND GRANT

1. 發展項目位於內地段第4892、4907、4908、4909、4910及4911號(統稱「發展地段」)。
2. 六份屬於發展地段的政府租契所規定的年期均由1862年6月30日起計999年。
3. 如非事先獲得政府的許可，不得在發展地段內經營或從事銅工、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、垃圾清理或任何其他產生噪音、發出惡臭或令人厭惡的行業或業務。發展地段已獲批兩份日期為2010年11月23日並分別以摘要編號11041300580023及11042600810022登記於土地註冊處的許可證，以經營或從事製糖、油料(加油站除外)、售肉、食物供應及旅館的行業或業務。
4. 內地段第4907、4908、4909、4910及4911號(統稱「提及地段」)獲批時乃連同一自由及不受阻礙的權利供予提及地段的承租人、其租客、僱員、訪客、工人及其他獲受權人士以其名義在租賃持續的所有時間及不時為了與適當使用及享用租賃土地有關的所有目的通過及再通過夾附於提及地段的政府租契的圖則內以啡色顯示的毗鄰地段的有關部分。
5. 政府為其本身及為毗鄰地段的承租人、其租客、僱員、訪客、工人及其他獲受權人士保留了自由及不受阻礙的權利在租賃持續的所有時間及不時為了與適當使用及享用該等毗鄰地段有關的所有目的通過及再通過夾附於提及地段的政府租契的圖則內以粉紅色底加上藍色交叉斜線顯示的租賃地段的有關部分。
6. 政府為其本身及為其代理、僱員、工人及其他獲受權人士保留了全權及自由在租賃持續的所有時間及不時為了任何目的通過及再通過夾附於內地段第4892號的政府租契的圖則內以藍色交叉斜線顯示的該等租賃地段部分。
7. 每張提及地段的政府租契均要求承租人“在此後的所有時間及不時在每當有需要或情況要求時自費修理、維護、支持、維持、鋪設、清洗、刷淨、清潔、清空、改動及保持現有或其後任何時間位於該塊土地的院宅或樓宇及所有其他架設物及建築物及所有屬於該塊土地或與其有關的牆、共用牆、堤岸、切削路塹、籬、溝、軌道、燈、行人路、旱廁、污水坑、排水渠及水道並進行所有必要及必須之修復、清洗及改動，以令陛下的工務司滿意”。
8. 內地段第4892號的政府租契要求承租人“在此後的所有時間及不時在每當有需要或情況要求時自費修理、維護、支持、維持、鋪設、清洗、刷淨、清潔、清空、改動及保持現有或其後任何時間位於該塊土地的院宅或樓宇及所有其他架設物及建築物及所有屬於該塊土地或與其有關的牆、堤岸、切削路塹、籬、溝、軌道、燈、行人路、旱廁、污水坑、排水渠及水道並進行所有必要及必須之修復、清洗及改動，以令陛下的工務司滿意”。
9. 每張發展地段的政府租契均訂明“如有需要改善殖民地或其他公共目的，在給予承租人三個公曆月的通知及署長根據公平及公正無私地釐定的估值計算的對該塊土地及在上建築物的公平及公正的賠償後，陛下有全權收回、進入及再管有本文訂明租借的所有土地或其任何部分，而當行使此權利時，本文產生的年期及利益將停止、終結及無效”。

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1. The development is situated on Inland Lot Nos. 4892, 4907, 4908, 4909, 4910 and 4911 (collectively “the Lots”).
2. The Lots are respectively held under six Government Leases for six several terms all of 999 years commencing from 30th June 1862.
3. The 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 without the previous licence of the Government. The Lots were granted on 23rd November 2010 two several licences which were registered in the Land Registry by Memorial Nos. 11041300580023 and 11042600810022 respectively to carry out the trade or business of sugar-baker, oilman (excluding petrol filling station), butcher, victualler and tavern-keeper.
4. Inland Lot Nos. 4907, 4908, 4909, 4910 and 4911 (collectively “the said lots”) were granted together with a free and uninterrupted right for the Lessees of the said lots, their tenants, servants, visitors, workmen and other persons authorised by them in that behalf from time to time and at all times during the continuance of the demises for all purposes connected with the proper use and enjoyment of the demised premises to pass and repass on along over by and through such portions of the neighbouring lots as are coloured brown on the plans annexed to the Government Leases of the said lots.
5. The Government reserved for itself and the Lessee or Lessees of neighbouring lots licensed by it, their tenants, servants, visitors, workmen and other persons authorised by them in that behalf a free and uninterrupted right from time to time and at all times during the continuance of the demises for all purposes connected with the proper use and enjoyment of such neighbouring lots to pass and repass on along over by and through such portions of the demised premises as are coloured pink and cross hatched blue on the plans annexed to the Government Leases of the said lots.
6. The Government reserved full right and liberty for itself, its agents, servants, workmen and others authorised in that behalf from time to time and at all times during the continuance of the demise for all purposes to pass and repass through in along and over those portions of the demised premises which are shown cross hatched blue on the plan annexed to the Government Lease of Inland Lot No. 4892.
7. Each of the Government Leases of the said lots requires the Lessee or Lessees “from time to time and at all times hereafter when where and as often as need or occasion shall be and require at its/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 Party 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”.
8. The Government Lease of Inland Lot No. 4892 requires the Lessee “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”.
9. Each of the Government Leases of the Lots provides that “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(s) 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(s) 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”.