

15 SUMMARY OF LAND GRANT 批地文件的摘要

1. The development is situated on the Remaining Portion of Tai Hang Inland Lot No.165 (“the Lot”).
 2. The term of the Government Lease of the Lot (“the Lease”) is 75 years commencing from 25th September 1905 with a right of renewal for 75 years.
 3. 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 4th July 2014 and registered in the Land Registry by Memorial No.14071700860013, the Government has approved a licence 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.
 4. The Lease 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 Surveyors of His said Majesty, His Heirs, Successors, or Assigns”.
 5. The Lease 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 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 Hongkong or for any 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 and Successors, or Assigns, and upon the exercise of such power the term and estate hereby created shall respectively cease, determine and be void”.
1. 發展項目位於大坑內地段第165號餘段（「發展地段」）。
 2. 「發展地段」的政府租契（「租契」）的年期由1905年9月25日起計75年，並有權續期75年。
 3. 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2014年7月4日並註冊於土地註冊處註冊摘要編號為14071700860013的厭惡性行業牌照，政府已批准在「發展地段」內經營或從事製糖、油料（加油站除外）、售肉、食物供應及旅館的行業或業務。
 4. 「租契」訂明「承批人」：「此後不時及無論何時在每當有需要或情況要求時自費妥善地修葺、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，以達致令陸下、其繼承人或受讓人的測量師滿意為止」。
 5. 「租契」訂明「承批人」：「須於本文協定的批租年內按需要承擔、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、修葺及修改屬於在本文所述予以批租的該處所或該處所的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。有關的付款比例由陸下、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」訂明：「如因應改善該香港殖民地環境或不論任何其他公眾目的所需，陸下、其繼承人及受讓人擁有全權向上述「承批人」發出三個曆月的通知，並且根據陸下、其繼承人或受讓人的測量師作出的公平客觀估值就該土地及建於該處的各建築物向上述「承批人」作出全面合理的賠償，從而收回、進入及再估管所有或任何樓宇的部分。本項權力一旦行使，本文所訂的年期及產業權將分別終止及無效」。