

15. 批地文件的摘要

SUMMARY OF LAND GRANT

1. 發展項目位處於鰂魚涌內地段第4號C段餘段、鰂魚涌內地段第4號C段第2分段餘段、鰂魚涌內地段第4號C段第2分段A段餘段、鰂魚涌內地段第4號C段第2分段B段餘段、鰂魚涌內地段第4號D段餘段、鰂魚涌內地段第4號D段第1分段餘段、鰂魚涌內地段第4號D段第1分段A段餘段、鰂魚涌內地段第4號D段第1分段B段餘段、鰂魚涌內地段第4號D段第1分段C段餘段、鰂魚涌內地段第4號D段第1分段D段、鰂魚涌內地段第4號D段第2分段餘段、鰂魚涌內地段第4號D段第2分段A段餘段、鰂魚涌內地段第4號D段第4分段、鰂魚涌內地段第4號D段第5分段及鰂魚涌內地段第4號D段第6分段（統稱「發展地段」）。

2. 發展地段是根據一份日期為1932年12月31日的鰂魚涌內地段第4號的政府租契持有（「租契」）。租契的批租年期由1894年7月2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2015年6月23日並登記於土地註冊處註冊摘要編號為15070801110019的厭惡性行業牌照，政府經已批准發展地段的註冊擁有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，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，並在每當情況有需要時及要求時，由承租人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、修改及保存此時或其後任何時間在該片或該幅土地上豎立的該宅院或物業單位、以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、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，以達致令陛下的工務司滿意為止。」

5. 租契規定承租人:「在該批租年期內，須不時按需要而要求、承擔、支付及准許合理分擔和按比例計算的費用及收費，以支付建造、建築、修葺及修改為在此表明予以批租的該處所需、或在此表明予以批租的該處所內、或屬於在此表明予以批租的該處的所有或任何道路、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，或需與鄰近或毗鄰的樓宇共用的該等設施的任何部分。有關的付款比例由工務司釐定及確定，並可當作欠繳地租的性質追討。」

6. 租契規定:「陛下由其該工務司、或獲指派代表陛下行事的其他人，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該處所，從而視察及檢查該處所的狀況。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，須在該處所或有關部分留下書面通知，或向該處所的承租人發出書面通知，要求承租人須在三個曆月內，就上述問題進行維修及修正。之後承租人須於三個曆月內就所有該等頹敗、損壞及需要維修及修正的地方進行維修及修正。」

7. 租契規定:「如因應改善殖民地，或不論任何其他公共目的所需，陛下擁有全權可向承租人在發出三個曆月的通知後，並且根據工務司公平客觀地估值該土地及在其上面的建築物，向承租人作出全面的賠償後，從而收回、進入及再佔管該處的所有部分或任何部分。本項權利一旦行使，本文在此所訂立的年期及產業權將分別終止、終結及無效。」

1. The development is situated on the Remaining Portion of Section C of Quarry Bay Inland Lot No. 4, the Remaining Portion of Sub-section 2 of Section C of Quarry Bay Inland Lot No. 4, the Remaining Portion of Section A of Sub-section 2 of Section C of Quarry Bay Inland Lot No. 4, the Remaining Portion of Section B of Sub-section 2 of Section C of Quarry Bay Inland Lot No. 4, the Remaining Portion of Section D of Quarry Bay Inland Lot No. 4, the Remaining Portion of Sub-section 1 of Section D of Quarry Bay Inland Lot No. 4, the Remaining Portion of Section B of Sub-section 1 of Section D of Quarry Bay Inland Lot No. 4, the Remaining Portion of Section C of Sub-section 1 of Section D of Quarry Bay Inland Lot No. 4, Section D of Sub-section 1 of Section D of Quarry Bay Inland Lot No. 4, the Remaining Portion of Sub-section 2 of Section D of Quarry Bay Inland Lot No. 4, the Remaining Portion of Section A of Sub-section 2 of Section D of Quarry Bay Inland Lot No. 4, Sub-section 4 of Section D of Quarry Bay Inland Lot No. 4, Sub-section 5 of Section D of Quarry Bay Inland Lot No. 4 and Sub-section 6 of Section D of Quarry Bay Inland Lot No. 4 (collectively “the Lots”).

2. The Lots are held under the Government Lease of Quarry Bay Inland Lot No. 4 dated 31st December 1932 (“the Lease”) for a term of 999 years commencing from 2nd July 1894.

3. The Lease stipulates that 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 whatever, without the previous licence of the Government.

By an Offensive Trade Licence dated 23rd June 2015 and registered in the Land Registry by Memorial No. 15070801110019, the Government has granted licence to the registered owner of the Lots 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.

4. The Lease requires the Lessee “will from time to time and at all times hereafter when where and as often as need or occasion shall require at the Lessee’s own 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 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 Majesty’s Director of Public Works.”

5. The Lease requires the Lessee “will during the said term 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 Director and shall be recoverable in the nature of rent in arrear.”

6. The Lease provides that “it shall be lawful for His Majesty by His 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 to view and examine 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 in writing at or upon the said premises or some part thereof unto or for the Lessee to repair and amend the same within Three Calendar Months then next following within which time the Lessee will repair and amend the same accordingly.”

7. The Lease provides that “His Majesty shall have full power to resume enter into and re-take possession of all or any part of the said premises if required for the improvement of the said Colony or for any other public purpose whatsoever Three Calendar Months’ notice being given to the Lessee of its being so required and a full and fair compensation for the said Land and the Buildings thereon being paid to the Lessee at a valuation to be fairly and impartially made by the Director and upon the exercise of such power the term and estate hereby created shall respectively cease determine and be void”.