

15. 批地文件的摘要

SUMMARY OF LAND GRANT

1. 發展項目位處於內地段第2918號A段第30分段餘段、內地段第2918號A段第31分段A段餘段、內地段第2918號A段第30分段A段餘段、內地段第2918號A段第31分段餘段、內地段第2918號A段第18分段餘段、內地段第2918號A段第17分段餘段、內地段第2918號A段第16分段餘段、內地段第2918號A段第15分段餘段、內地段第2918號A段第14分段餘段、內地段第2918號A段第13分段餘段、內地段第2918號A段第12分段餘段、內地段第2918號A段第11分段餘段、內地段第2918號A段第10分段餘段、內地段第2918號A段第9分段餘段、內地段第2918號A段第8分段餘段及內地段第2918號A段第7分段餘段（統稱「發展地段」）。
2. 發展地段是根據一份日期為1934年8月22日的內地段第2918號政府租契持有（「租契」）。租契的批租年期由1930年7月7日開始75年，其後有權續期75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2017年11月23日並於土地註冊處登記註冊摘要編號為17120801110084的厭惡性行業牌照，政府已批准發展地段的註冊業主在受制於該牌照的條件下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。
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，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、修改及保存現時或此後任何時間位於該片或該幅在此表明予以批租的土地上的宅院或物業單位及所有其他豎設物及建築物，以及所有屬於並以任何形式屬於或附屬該處的牆、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，以達致全面令該工務司滿意為止。」
5. 租契規定承租人：「在此予以批租的年期內，須不時按需要承擔、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、修葺及修改在此表明予以批租的處所或其部分的、於其內的、屬於其的並與附近或毗鄰其他處所共用的所有或任何道路、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。有關的付款比例由該工務司釐定及確定，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在此予以批租的處所視察、搜查及觀看該處所及所有頹敗、損壞及需要維修及修正的狀況。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，可就該處所或其某部分向承租人發出書面通知，或在該處所或其部分留下書面通知，要求承租人在三個曆月內，就上述問題進行維修及修正。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：「如因應改善殖民地，或不論任何其他公共目的所需，陛下將授予全權，向承租人在發出三個曆月的通知後，並根據該工務司公平客觀地估值該土地及在其上面的建築物，向承租人作出全面合理的賠償，從而收回、進入及再佔管該在此予以批租的處的所有部份或任何部分。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。」
8. 租契規定：「與上述筲箕灣道相鄰的該片或該幅土地上所豎設的任何建築物的外立面設計及配置須經該工務司特別批准。」

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1. The development is situated on the Remaining Portion of Sub-section 30 of Section A of Inland Lot No. 2918, the Remaining Portion of Section A of Sub-section 31 of Section A of Inland Lot No. 2918, the Remaining Portion of Section A of Sub-section 30 of Section A of Inland Lot No. 2918, the Remaining Portion of Sub-section 31 of Section A of Inland Lot No. 2918, the Remaining Portion of Sub-section 18 of Section A of Inland Lot No. 2918, the Remaining Portion of Sub-section 17 of Section A of Inland Lot No. 2918, the Remaining Portion of Sub-section 16 of Section A of Inland Lot No. 2918, the Remaining Portion of Sub-section 15 of Section A of Inland Lot No. 2918, the Remaining Portion of Sub-section 14 of Section A of Inland Lot No. 2918, the Remaining Portion of Sub-section 13 of Section A of Inland Lot No. 2918, the Remaining Portion of Sub-section 12 of Section A of Inland Lot No. 2918, the Remaining Portion of Sub-section 11 of Section A of Inland Lot No. 2918, the Remaining Portion of Sub-section 10 of Section A of Inland Lot No. 2918, the Remaining Portion of Sub-section 9 of Section A of Inland Lot No. 2918, the Remaining Portion of Sub-section 8 of Section A of Inland Lot No. 2918 and the Remaining Portion of Sub-section 7 of Section A of Inland Lot No. 2918 (collectively “the Lots”).
2. The Lots are respectively held under the Government Lease of Inland Lot No. 2918 dated 22nd August 1934 (“the Lease”) for a term of 75 years commencing from 7th July 1930 with a right of renewal for a further term of 75 years.
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 November 2017 and resgistered in the Land Registry by Memorial No. 17120801110084, the Government has approved a 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 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 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 the said Director.”
5. The Lease requires the Lessee “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 said Director 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 by the 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 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 shall be found to give or leave notice in writing at or upon the said premises or some part thereof unto or for the said Lessee to repair and amend the same within Three Calendar Months then next following within which time the said Lessee will repair and amend the same accordingly.”
7. The Lease 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 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 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.”
8. The Lease provides that “the design of the exterior elevations and the disposition of any building to be erected on the said piece or parcel of ground adjacent to Shau Ki Wan Road aforesaid shall be subject to the special approval of the said Director.”