

# 15 批地文件的摘要

## SUMMARY OF LAND GRANT

- 發展項目位處於內地段第3863號餘段、內地段第3864號餘段、內地段第3865號餘段、內地段第3866號餘段、內地段第3867號餘段、內地段第3868號餘段、內地段第3869號餘段、內地段第3870號餘段及內地段第3871號餘段(統稱「發展地段」)。
  - 發展地段是根據9份政府租契持有，即(i)日期為1934年10月29日的內地段第3863號政府租契；(ii)日期為1950年5月15日的內地段第3864號政府租契；(iii)日期為1950年5月15日的內地段第3865號政府租契；(iv)日期為1934年10月8日的內地段第3866號政府租契；(v)日期為1934年12月10日的內地段第3867號政府租契；(vi)日期為1935年2月22日的內地段第3868號政府租契；(vii)日期為1935年2月22日的內地段第3869號政府租契；(viii)日期為1934年11月20日的內地段第3870號政府租契；及(ix)日期為1934年11月20日的內地段第3871號政府租契(統稱「租契」)。每份租契的批租年期由1855年10月1日開始999年。
  - 租契規定如非事先獲得政府或其他為此獲授權人士的許可，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。根據兩份日期為2016年6月27日及2017年10月19日並分別登記於土地註冊處註冊摘要編號為16071402390242及18011900760028的厭惡性行業牌照，政府經已批准發展地段的註冊業主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。
  - 租契規定承租人：「此後不時及無論何時及每當有需要時或情況要求時，必須及將會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在此表明予以批租的該片或該幅土地上之宅院或物業單位及所有豎設物及建築物，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局局長滿意為止(以下簡稱為「該局長」)。」
  - 租契規定承租人：「於本文協定的批租年期內將會不時按需要承擔、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該處所或該處所的任何部分所需的、或於其內的、或屬於其的並與鄰近或毗鄰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局長釐定及確定，並可當作欠繳地租的性質追討」。
  - 租契規定：「陛下以該局長或獲指派代表他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所有合理時間內進入表明予以批租的該處所從而視察、搜查及觀看該物業的狀況。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，須在該處所或其某部份留下書面通知予以及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」。
  - 租契規定：「如因應改善香港殖民地，或不不論任何其他公共目的所需，陛下有全權可向承租人在發出三個曆月的通知後，並且根據該局長公平客觀地估值該地段及在其上面的建築物，並向承租人作出全面合理的賠償，從而收回、進入及再估管在此表明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」。
- The development is situated on The Remaining Portion of Inland Lot No.3863, The Remaining Portion of Inland Lot No.3864, The Remaining Portion of Inland Lot No.3865, The Remaining Portion of Inland Lot No.3866, The Remaining Portion of Inland Lot No.3867, The Remaining Portion of Inland Lot No.3868, The Remaining Portion of Inland Lot No.3869, The Remaining Portion of Inland Lot No.3870 and The Remaining Portion of Inland Lot No.3871 (collectively the “Lots”).
  - The Lots are respectively held under nine Government Leases, namely, (i) the Government Lease of Inland Lot No.3863 dated 29th October 1934; (ii) the Government Lease of Inland Lot No.3864 dated 15th May 1950; (iii) the Government Lease of Inland Lot No.3865 dated 15th May 1950; (iv) the Government Lease of Inland Lot No.3866 dated 8th October 1934; (v) the Government Lease of Inland Lot No.3867 dated 10th December 1934; (vi) the Government Lease of Inland Lot No.3868 dated 22nd February 1935; (vii) the Government Lease of Inland Lot No.3869 dated 22nd February 1935; (viii) the Government Lease of Inland Lot No.3870 dated 20th November 1934; and (ix) the Government Lease of Inland Lot No.3871 dated 20th November 1934 (collectively “the Leases”). Each of the Lots is held for a term of 999 years commencing from 1st October 1855.
  - The Leases stipulate 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 or other person duly authorized in that behalf. By two Offensive Trade Licences dated 27th June 2016 and dated 19th October 2017 and registered in the Land Registry by Memorial Nos.16071402390242 and 18011900760028 respectively, the Government has granted licences 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.
  - The Leases require 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 His said Majesty’s Director of Public Works (hereinafter referred to as “the said Director”).”
  - The Leases require 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.”
  - The Leases provide 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”.
  - The Leases provide 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”.