

15.批地文件的摘要

SUMMARY OF LAND GRANT

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1. 發展項目位處於內地段第7512號、內地段第7513號、內地段第7514號及內地段第7515號（統稱「發展地段」）。

2. 「發展地段」是根據4份政府租契持有，即(i)日期為1964年3月23日的內地段第7512號政府租契；(ii)日期為1965年1月13日的內地段第7513號政府租契；(iii)日期為1964年6月10日的內地段第7514號政府租契；及(iv)日期為1963年8月6日的內地段第7515號政府租契（統稱「租契」）。每份「租契」的批租年期由1921年9月5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4份日期分別為(i)2014年7月23日並登記於土地註冊處註冊摘要編號為14080400860016；(ii)2014年7月23日並登記於土地註冊處註冊摘要編號為14080400860022；(iii)2015年1月26日並登記於土地註冊處註冊摘要編號為15020901590011；及(iv)2015年7月22日並登記於土地註冊處註冊摘要編號為15081200810054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。

4. 「租契」規定「承租人」、其遺囑執行人、遺產管理人或受讓人：「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、修改及保存現時或嗣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，以達致令女皇陛下的工務司滿意為止。」

5. 「租契」規定「承租人」、其遺囑執行人、遺產管理人或受讓人：「於本文協定的批租年期內須不時按需要而要求、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、修葺及修改為該批租的處所所需的、或在該批租的處所內的、或屬於該批租的處所的所有或任何道路、通道、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，或需與鄰近或毗鄰樓宇共用的該等設施的任何部分。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：「女皇陛下、其工務司或獲指派代表女皇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批租的處所從而視察、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，女皇陛下授予全權可向「承租人」在發出三個曆月的通知後，並且根據該工務司公平客觀地估值該地段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、進入及再佔管該批租的處所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. 內地段第7513號政府租契載有以下保留條款：女皇陛下及內地段第7514號的「承租人」及其租客、傭僕、訪客、工人及其他獲授權的代行人員有權在本批租年期內不時地和於任何時間自由地及不受阻礙地為了適當地使用及享用內地段第7514號的所有目的而經越、再經越、上落、行經及通過在該批租的處所以粉紅色綠斜線顯示在該圖則的部分所豎設的樓梯及樓梯平台（「該通行權」）。根據一份日期為2016年2月24日並登記於土地註冊處註冊摘要編號為16030401960012的解除責任契據，政府已解除「該通行權」，以便終絕及完全終結「該通行權」。

9. 內地段第7514號政府租契載有以下保留條款：女皇陛下及內地段第7513號的「承租人」及其租客、傭僕、訪客、工人及其他獲授權的代行人員有權在本批租年期內不時地和於任何時間自由地及不受阻礙地為了適當地使用及享用內地段第7513號的所有目的而經越、再經越、上落、行經及通過在該批租的處所以粉紅色綠斜線顯示在該圖則的部分所豎設的樓梯及樓梯平台（「該通行權」）。根據一份日期為2016年2月24日並登記於土地註冊處註冊摘要編號為16030401960012的解除責任契據，政府已解除「該通行權」，以便終絕及完全終結「該通行權」。

10. 內地段第7515號政府租契載有以下保留條款：女皇陛下及內地段第7516號的「承租人」及其租客、傭僕、訪客、工人及其他獲授權的代行人員有權在本批租年期內不時地和於任何時間自由地及不受阻礙地為了適當地使用及享用內地段第7516號的所有目的而經越、再經越、上落、行經及通過在該批租的處所以粉紅色綠斜線顯示在該圖則的部分所豎設的樓梯及樓梯平台（「該通行權」）。根據一份日期為2014年10月14日並登記於土地註冊處註冊摘要編號為14101702630010的解除責任契據，政府已解除「該通行權」，以便終絕及完全終結「該通行權」。

11. 內地段第7512號政府租契載有以下保留條款：女皇陛下及內地段第7511號的「承租人」及其租客、傭僕、訪客、工人及其他獲授權的代行人員有權在本批租年期內不時地和於任何時間自由地及不受阻礙地為了適當地使用及享用內地段第7511號的所有目的而經越、再經越、上落、行經及通過在該批租的處所以粉紅色綠斜線顯示在該圖則的部分所豎設的樓梯及樓梯平台（「該通行權」）。根據一份日期為2016年9月26日並登記於土地註冊處註冊摘要編號為16100702650012的解除責任契據，政府已解除「該通行權」，以便終絕及完全終結「該通行權」。

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1. The development is situated on Inland Lot No. 7512, Inland Lot No. 7513, Inland Lot No. 7514 and Inland Lot No. 7515 (collectively “the Lots”).
2. The Lots are respectively held under four Government Leases, namely, (i) the Government Lease of Inland Lot No. 7512 dated 23rd March 1964; (ii) the Government Lease of Inland Lot No. 7513 dated 13th January 1965; (iii) the Government Lease of Inland Lot No. 7514 dated 10th June 1964; and (iv) the Government Lease of Inland Lot No. 7515 dated 6th August 1963 (collectively “the Leases”). Each of the Lots is held for a term of 75 years commencing from 5th September 1921 with a right of renewal for a further term of 75 years.
3. 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.

By four Offensive Trade Licences respectively (i) dated 23rd July 2014 and registered in the Land Registry by Memorial No. 14080400860016; (ii) dated 23rd July 2014 and registered in the Land Registry by Memorial No. 14080400860022; (iii) dated 26th January 2015 and registered in the Land Registry by Memorial No. 15020901590011; and (iv) dated 22nd July 2015 and registered in the Land Registry by Memorial No. 15081200810054, 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 imposed therein.
4. The Leases require the Lessees and their respective Executors, Administrators and Assigns “will from time to time and at all times hereafter when where and as often as need or occasion shall require at the said Lessees 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 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 Her said Majesty’s Director of Public Works.”
5. The Leases require the Lessees and their respective Executors, Administrators and Assigns “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 lanes pavements channels fences and party walls draughts private or public sewers and drains requisite for or in or belonging to the demised premises 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 Leases provide that “it shall and may be lawful to and for Her said Majesty by the said Director or other persons deputed to act for Her twice or oftener in every year during the said term at all reasonable times in the day to enter into and upon the demised premises 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 demised premises or some part thereof unto or for the said Lessees to repair and amend the same within Three Calendar Months then next following within which time the said Lessees will repair and amend the same accordingly.”

7. The Leases provide that “Her said Majesty shall have full power to resume enter into and re-take possession of all or any part of the demised 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 said Lessees of its being so required and a full and fair compensation for the said Land and the Buildings thereon being paid to the said Lessees 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 Government Lease of Inland Lot No. 7513 contains the exceptions and reservations that Her said Majesty and the Lessee or Lessees of Inland Lot No. 7514 and their tenants servants visitors workmen and other persons authorized by them in that behalf a free and uninterrupted right from time to time and at all times during the continuance of this demise for all purposes connected with the proper use and enjoyment of Inland Lot No. 7514 to pass and repass up down on along over by and through the staircase and landings erected on that portion of the said demised premises coloured pink hatched green on the said plan (“the Right of Way”). By a Deed of Release dated 24th February 2016 and registered in the Land Registry by Memorial No. 16030401960012, the Government has released the Right of Way to the intent that the Right of Way shall be extinguished and absolutely determined.
9. The Government Lease of Inland Lot No. 7514 contains the exceptions and reservations that Her said Majesty and the Lessee or Lessees of Inland Lot No. 7513 and their tenants servants visitors workmen and other persons authorized by them in that behalf a free and uninterrupted right from time to time and at all times during the continuance of this demise for all purposes connected with the proper use and enjoyment of Inland Lot No. 7513 to pass and repass up down on along over by and through the staircase and landings erected on that portion of the said demised premises coloured pink hatched green on the said plan (“the Right of Way”). By a Deed of Release dated 24th February 2016 and registered in the Land Registry by Memorial No. 16030401960012, the Government has released the Right of Way to the intent that the Right of Way shall be extinguished and absolutely determined.
10. The Government Lease of Inland Lot No. 7515 contains the exceptions and reservations that Her said Majesty and the Lessee or Lessees of Inland Lot No. 7516 and their tenants servants visitors workmen and other persons authorized by them in that behalf a free and uninterrupted right from time to time and at all times during the continuance of this demise for all purposes connected with the proper use and enjoyment of Inland Lot No. 7516 to pass and repass up down on along over by and through the staircase and landings erected on that portion of the said demised premises coloured pink hatched green on the said plan (“the Right of Way”). By a Deed of Release dated 14th October 2014 and registered in the Land Registry by Memorial No. 14101702630010, the Government has released the Right of Way to the intent that the Right of Way shall be extinguished and absolutely determined.
11. The Government Lease of Inland Lot No. 7512 contains the exceptions and reservations that Her said Majesty and the Lessee or Lessees of Inland Lot No. 7511 and their tenants servants visitors workmen and other persons authorized by them in that behalf a free and uninterrupted right from time to time and at all times during the continuance of this demise for all purposes connected with the proper use and enjoyment of Inland Lot No. 7511 to pass and repass up down on along over by and through the staircase and landings erected on that portion of the said demised premises coloured pink hatched green on the said plan (“the Right of Way”). By a Deed of Release dated 26th September 2016 and registered in the Land Registry by Memorial No. 16100702650012, the Government has released the Right of Way to the intent that the Right of Way shall be extinguished and absolutely determined.