

15 批地文件的摘要

SUMMARY OF LAND GRANT

1. 發展項目位處於香港仔內地段第254號、香港仔內地段第255號、香港仔內地段第256號及香港仔內地段第257號（統稱「發展地段」，而香港仔內地段第254號、香港仔內地段第255號及香港仔內地段第257號統稱為「有關地段」）。
2. 發展地段是根據4份政府租契持有，即(i)日期為1966年9月21日的香港仔內地段第254號政府租契；(ii)日期為1966年9月2日的香港仔內地段第255號政府租契；(iii)香港仔內地段第256號的政府租契已視為被批出，其條款附夾於登記於土地註冊處註冊摘要編號為17121302420012地政總署於2017年12月12日發出的確認信(下稱「確認信」)內日期為1959年4月20日的邀約信的附表中列明；及(iv)日期為1966年11月15日的香港仔內地段第257號政府租契(統稱「租契」，而有關香港仔內地段第254號、香港仔內地段第255號及香港仔內地段第257號的租契統稱為「有關租契」)。每份租契的批租年期由1888年12月13日開始999年。
3. 有關租契規定如非事先獲得女皇陛下以書面所指派港督或其他為此獲授權人士的許可，有關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2份日期均為2017年12月6日並分別登記於土地註冊處註冊摘要編號為17121801150393及17121801150402的厭惡性行業牌照，政府經已分別批准有關地段的註冊業主在受制於該牌照施加的條件所規限下在有關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. 有關租契規定承租人、其遺囑執行人、遺產管理人及受讓人：「此後不時及無論何時及在每當有需要時或情況要求時，承租人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批租的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(該所述宅院或物業單位必須與同街毗鄰建築物的高度、特式及種類相同及必須達致一致的外觀及系列)，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(下稱「該工務司」)滿意為止。」
5. 有關租契規定承租人、其遺囑執行人、遺產管理人及受讓人：「於此予以批租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、修葺及修改為在此表明批租的該處所或其任何部分所需的、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、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。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. 「有關租契」規定：「女皇陛下由該工務司代表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所有合理時間內進入該批租的處所從而視察、搜查及觀看該處所的狀況。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. 有關租契規定：「如因應改善殖民地或不論任何其他公共目的所需，女皇陛下擁有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價該土地及在其上的建築物向承租人作出全面合理的賠償，從而收回、進入及再佔管在此表明批租的處所的所有或任何部分。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. 香港仔內地段第254號政府租契載有以下保留條款：女皇陛下及香港仔內地段第255號的承租人及其租客、傭僕、訪客、工人及其他獲授權的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香港仔內地段第255號的所有目的而經越、再經越、上落、行經及通過在此表明批租的該片或該幅土地以粉紅色綠斜線顯示在附夾於該政府租契內的圖則的部分所豎設的樓梯及樓梯平台。根據一份日期為2018年4月11日並登記於土地註冊處註冊摘要編號為18050301160024的解除責任契據(下稱「解除責任契據」)，政府代表中華人民共和國(「國家」)已解除上述的通行權，以令上述有關國家的通行權終絕及完全終結。

9. 香港仔內地段第255號政府租契載有以下保留條款：女皇陛下及香港仔內地段第254號的承租人及其租客、傭僕、訪客、工人及其他獲授權的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香港仔內地段第254號的所有目的而經越、再經越、上落、行經及通過在此表明批租的該片或該幅土地以粉紅色綠斜線顯示在附夾於該政府租契內的圖則的部分所豎設的樓梯及樓梯平台。根據解除責任契據，政府代表國家已解除上述的通行權，以令上述有關國家的通行權終絕及完全終結。
10. 香港仔內地段第257號政府租契載有以下保留條款：女皇陛下及香港仔內地段第256號的承租人及其租客、傭僕、訪客、工人及其他獲授權的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香港仔內地段第256號的所有目的而經越、再經越、上落、行經及通過在此表明批租的該片或該幅土地以粉紅色綠斜線顯示在附夾於該政府租契內的圖則的部分所豎設的樓梯及樓梯平台。根據解除責任契據，政府代表國家已解除上述的通行權，以令上述有關國家的通行權終絕及完全終結。
11. 有關香港仔內地段第256號，於附夾在確認書內邀約信的附表中訂明：—
 - (I) "新官契須受及須包涵現時加插入香港殖民地類似地段的官契所有的或可為使這些條款生效的保留條款、新權益保留條款、契諾、條文及條件。"
 - (II) "每位分段的持有人收到繳款通知必須向殖民地庫房繳付的下列款項：
 - (a) 用作定位新地段界石的費用及/或重定及重編任何現有或遺失界石的費用，界石將由工務局局長提供及定位。
 - (b) 於重收土地時所有欠繳的地稅連同一筆相等於如重收土地未有發生，由重收土地的日期至批出新官契期間所應繳付的地稅金額，及所有欠官方的差餉及支出。
 - (c) 就每一新地段根據其測量時所應用之比率的測量費用(如有)。
 - (d) 一筆金額包涵維修沒有重批的私家街道及通道的表面及改善該等街道及通道的渠道與政府設施的估計費用。"
12. 香港仔內地段第256號政府租契載有以下保留條款：「除外及保留予女皇陛下及由女皇陛下特許予香港仔內地段第257號的承租人及其租客、傭僕、訪客、工人及其他獲授權的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前述的香港仔內地段第257號的所有目的而經越、再經越、上落、行經及通過在此表明批租的該片或該幅土地以粉紅色綠斜線顯示在已述的圖則的部分所豎設的樓梯及樓梯平台」。根據一份日期為2019年3月21日並登記於土地註冊處註冊摘要編號為19040101100041的解除責任契據，政府代表國家已解除上述的通行權，以令上述有關國家的通行權終絕及完全終結。
13. 根據1份日期為2020年4月22日並登記於土地註冊處註冊摘要編號為20050400830212的厭惡性行業牌照，政府經已批准香港仔內地段第254號、香港仔內地段第255號、香港仔內地段第256號及香港仔內地段第257號商業發展的註冊業主在受制於該牌照施加的條件所規限下在其上的現有大廈的商業發展上經營或從事製糖、油料（加油站除外）、售肉、食物供應及旅館的行業或業務。

註：除非本售樓說明書另有規定，本批地文件的摘要內所採用的詞彙與該詞彙在租契內的意思相同。

15 批地文件的摘要

SUMMARY OF LAND GRANT

1. The development is situated on Aberdeen Inland Lot No.254, Aberdeen Inland Lot No.255, Aberdeen Inland Lot No.256 and Aberdeen Inland Lot No.257 (collectively “the Lots”, and Aberdeen Inland Lot No.254, Aberdeen Inland Lot No.255 and Aberdeen Inland Lot No.257 are referred to as “the Relevant Lots”).
2. The Lots are respectively held under four Government Leases, namely, (i) the Government Lease of Aberdeen Inland Lot No.254 dated 21st September 1966; (ii) the Government Lease of Aberdeen Inland Lot No.255 dated 2nd September 1966; (iii) the Government Lease of Aberdeen Inland Lot No.256 in the terms of the schedule attached to the offer letter dated 20th April 1959 has been deemed to have been issued, copy of the said offer letter is attached to the Confirmation Letter issued by the Lands Department dated 12th December 2017 and registered in the Land Registry by Memorial No.17121302420012 (“the Confirmation Letter”); and (iv) the Government Lease of Aberdeen Inland Lot No.257 dated 15th November 1966 (collectively “the Leases”, and the Government Leases relating to Aberdeen Inland Lot No.254, Aberdeen Inland Lot No.255 and Aberdeen Inland Lot No.257 are referred to as “the Relevant Leases”). Each of the Lots is held for a term of 999 years commencing from 13th December 1888.
3. The Relevant Leases stipulate that the Relevant 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 whatsoever without the previous licence of Her said Majesty signified in writing by the Governor or other person duly authorized in that behalf.

By two Offensive Trade Licences both dated 6th December 2017 and respectively registered in the Land Registry by Memorial Nos.17121801150393 and 17121801150402, the Government has respectively granted licences to the registered owner of the Relevant 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 Relevant Lots subject to the conditions imposed therein.

4. The Relevant Leases require the Lessees and their respective Executors, Administrators and Assigns “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 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 hereby expressed to be demised (which said messuage or tenement messuages or tenements shall be of the same rate of building elevation character and description and shall front and range in a uniform manner with the buildings (if any) immediately adjoining in the same Street) 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 (hereinafter referred to as “the said Director”).”
5. The Relevant Leases require the Relevant 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 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 Relevant Leases provide that “it shall be 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 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 Relevant 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 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 Government Lease of Aberdeen Inland Lot No.254 contains the exceptions and reservations that Her said Majesty and the Lessee or Lessees of Aberdeen Inland Lot No.255 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 Aberdeen Inland Lot No.255 to pass and repass up down on along over by and through the staircase and landings erected on that portion of the said demised piece or parcel of ground coloured pink hatched green on the plan attached to the said Government Lease. By a Deed of Release dated 11th April 2018 and registered in the Land Registry by Memorial No.18050301160024 (“Deed of Release”), the Government on behalf of the People’s Republic of China (“the State”) has released the aforesaid right of way to the intent that so far only as the aforesaid right of way relates to the State, it shall be extinguished and absolutely determined.
9. The Government Lease of Aberdeen Inland Lot No.255 contains the exceptions and reservations that Her said Majesty and the Lessee or Lessees of Aberdeen Inland Lot No.254 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 Aberdeen Inland Lot No.254 to pass and repass up down on along over by and through the staircase and landings erected on those portions of the said demised piece or parcel of ground coloured pink hatched green on the plan attached to the said Government Lease. By the Deed of Release, the Government on behalf of the State has released the aforesaid right of way to the intent that so far only as the aforesaid right of way relates to the State, it shall be extinguished and absolutely determined.
10. The Government Lease of Aberdeen Inland Lot No.257 contains the exceptions and reservations that Her said Majesty and the Lessee or Lessees of Aberdeen Inland Lot No.256 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 Aberdeen Inland Lot No.256 to pass and repass up down on along over by and through the staircases and landings erected on those portions of the said demised piece or parcel of ground coloured pink hatched green on the plan attached to the said Government Lease. By the Deed of Release, the Government on behalf of the State has released the aforesaid right of way to the intent that so far only as the aforesaid right of way relates to the State, it shall be extinguished and absolutely determined.
11. Regarding Aberdeen Inland Lot No.256, it is stipulated in the schedule of the offer letter attached to the Confirmation Letter that:
 - (i) “the new Crown Leases shall be subject to and shall contain all exceptions, reservations, covenants, clauses and conditions now inserted in Crown Leases of similar lots in the Colony of Hong Kong or requisite for giving effect to these terms”.
 - (ii) “Each section holder shall pay into the Colonial Treasury on demand the following sums:-
 - (a) The cost of each boundary stone required to define the new lots and/or the cost of refixing and renumbering any existing or missing boundary stone. The stones to be supplied and fixed by the Director of Public Works.
 - (b) All arrears of Crown Rent due at the date of re-entry together with a sum equivalent to the Crown rent which would have accrued due in respect of the period between the date of re-entry and the issue of the new Crown Lease had re-entry not taken place, and all rates and other outgoings due to the Crown.
 - (c) A survey fee for each new lot (if any) according to the scale provided at the time of such survey.
 - (d) A sum to cover the estimated cost of repairing the surfacing of such streets and lanes as are not to be regranted and of reconditioning the drains and other Government services of such streets and lanes”.
12. The Government Lease of Aberdeen Inland Lot No.256 contains the exceptions and reservations: “EXCEPT AND RESERVED unto Her said Majesty and the Lessee or Lessees of Aberdeen Inland Lot No.257 aforesaid licensed by Her 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 Aberdeen Inland Lot No.257 aforesaid to pass and repass up down on along over by and through the staircase and landings erected on that portion of the said demised piece or parcel of ground coloured pink hatched green on the said plan”. By a Deed of Release dated 21st March 2019 and registered in the Land Registry by Memorial No.19040101100041, the Government on behalf of the State has released the aforesaid right of way to the intent that so far only as the aforesaid right of way relates to the State, it shall be extinguished and absolutely determined.

15 批地文件的摘要

SUMMARY OF LAND GRANT

13. By an Offensive Trade Licence dated 22nd April 2020 and registered in the Land Registry by Memorial No.20050400830212, the Government has granted licence to the registered owner of the commercial development in Aberdeen Inland Lot No.254, Aberdeen Inland Lot No.255, Aberdeen Inland Lot No.256 and Aberdeen Inland Lot No.257 to carry out the trade or business of sugar-baker, oilman (excluding petrol filling station), butcher, victualler and tavern-keeper in or upon the commercial development in the existing building on the above lots subject to the conditions imposed therein.

Remarks: Unless otherwise defined in this sales brochure, the capitalized terms used in this Summary of Land Grant shall have the same meaning of such terms in the Government Leases.

16 公共設施及公眾休憩用地的資料

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

不適用

Not Applicable