

## 15. SUMMARY OF LAND GRANT

### 批地文件的摘要

1. The development is situated on Section T of Inland Lot No. 1366, Section U of Inland Lot No. 1366, The Remaining Portion of Section V of Inland Lot No. 1366, Sub-Section 1 of Section V of Inland Lot No. 1366, The Remaining Portion of Inland Lot No. 1366 and The Remaining Portion of Section W of Inland Lot No. 1366 (the "**Land**").
2. The lease term granted under the Government Lease of Inland Lot No. 1366 (the "**Government Lease**") is 999 years commencing from the 24th day of February 1896.
3. The Government Lease contains the following provisions :-
  - (a) "that the said Lessees, their Executors, Administrators or Assigns, or any other person or persons, shall not nor will, during the continuance of this demise, use, exercise or follow, in or upon the said premises or any part thereof, 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 Her said Majesty, Her Heirs, Successors, or Assigns, signified in writing by the Governor of the said Colony of Hongkong, or other person duly authorized in that behalf";
  - (b) "Her said Majesty, Her Heirs, Successors and Assigns, 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 of Hong Kong, or for any other public purpose whatsoever {illegible\*} and a full and fair Compensation for the said Land and the Buildings thereon, being paid to the said Lessees, their Executors, Administrators or Assigns, at a valuation, to be fairly and impartially made by the Surveyor of Her said Majesty, Her Heirs, Successors, or Assigns, and upon the exercise of such power the term and estate hereby created shall respectively cease, determine and be void."
  - (c) "that the said Lessees, their 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 his and 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, 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 Surveyor of Her said Majesty, Her Heirs, Successors, or Assigns";
  - (d) "that the said Lessees their Executors, Administrators and Assigns shall and 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 Surveyor of Her said Majesty, Her Heirs, Successors or Assigns, and shall be recoverable in the nature of rent in arrear";
  - (e) "that it shall and may be lawful to and for Her said Majesty, Her Heirs, Successors, or Assigns, by Her or their Surveyor, or other persons deputed to act for Her or them, twice or oftener in every year during the said term, at all reasonable times in the day, to enter and come 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 or views shall be found, to give or leave notice or warning in writing, at or upon the said premises, or some part thereof, unto or for the said Lessees, their Executors, Administrators, or Assigns, to repair and amend the same within Three Calendar Months then next following, within which said time or space of Three Calendar Months, after every notice or warning shall be so given, or left as aforesaid, the said Lessees, their Executors, Administrators or Assigns will repair and amend the same accordingly."
4. Notwithstanding the above restrictions at paragraph 3(a), an Offensive Trade Licence dated 12 December 2016 and registered in the Land Registry by Memorial No. 17011101050018 was granted allowing the registered owner of the Land, his executors, administrators and assigns to carry out the trade or business of sugar-baker, oilman (excluding petrol filling station), butcher, victualler and tavern keeper in accordance with the conditions of the Offensive Trade Licence.

Remark: 1. For full details, please refer to the Land Grant. Full script of the Land Grant is available for free inspection upon request at the sales office during open hours and copies of the Land Grant can be obtained upon paying necessary photocopying charges.

2. 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 Lease.

{illegible\*} = Those parts are not legible from the certified true copy Government Lease obtained from the Land Registry.

## 15. SUMMARY OF LAND GRANT 批地文件的摘要

- 發展項目位於內地段第1366號T分段、內地段第1366號U分段、內地段第1366號V分段餘段、內地段第1366號V分段第1小分段、內地段第1366號餘段及內地段第1366號W分段餘段（「**該土地**」）。
- 內地段第1366號的政府租契（「**政府租契**」）批租年期為999年，由1896年2月24日開始生效。
- 政府租契包括以下條款：-
  - 「如非事先獲得香港殖民地港督或就此獲正式授權的其他人以書面表示女皇陛下、其世襲繼承人、繼承人或受讓人已給予許可，所述承租人、其遺囑執行人、遺產管理人或受讓人或任何其他一或多人在批租的持續期內，不得及不會利用該處所或其任何部分經營或從事銅工、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，或任何其他發出噪音、惡臭或令人厭惡的行業或業務」；
  - 「如果為了改善所述香港殖民地或任何其他公共目的所需，女皇陛下、其世襲繼承人、繼承人及受讓人擁有全權收回、進入及再佔管在此表明批租的處所或其任何部分{無法辨認的\*}並根據女皇陛下、其世襲繼承人、繼承人或受讓人的測量師公平和客觀地對該土地及其上建築物作出的估值，向所述承租人、其遺囑執行人、遺產管理人或受讓人作出充分和合理的賠償。本項權利一旦行使，本文件所訂的年期及設定的產業權須分別予以終止、終結及無效。」
  - 「所述承租人、其遺囑執行人、遺產管理人及受讓人在此後所有時候及不時在有需要或情況要求時，必須及將會自費妥善及充分地修葺、維持、支持、保養、鋪設、清洗、洗滌、清潔、清空、修改及保存現時或此後任何時候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豎設物及建築物，以及所有屬於並且以任何形式附屬於或關連該處的牆壁、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，以令女皇陛下、其世襲繼承人、繼承人或受讓人的測量師滿意」；
  - 「所述承租人、其遺囑執行人、遺產管理人及受讓人於批租年期內，必須及將會不時按需要承擔、支付及允許以合理份額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批租的處所或其任何部分所需的、或於其內的、或屬於該處所並且與其他鄰近或毗鄰處所共用的所有或任何道路、行人道、渠道、圍欄及共用牆、排氣管、私家或公共污水渠及排水渠。有關的付款比例由女皇陛下、其世襲繼承人、繼承人或受讓人的測量師釐定及確定，並且可當作欠繳地租的性質追討」；
  - 「女皇陛下、其世襲繼承人、繼承人或受讓人有合法權利透過其測量師或獲指派代表彼等的其他人在該批租年期內，每年兩次或多次在日間所有合理時間進入在此表明批租的處所從而視察、搜查及查看其狀況。每當視察時發現有任何頹敗、損壞及需要維修及修正之處，將會發出或在該處所或其任何部分留下書面通知或警告，要求所述承租人、其遺囑執行人、遺產管理人或受讓人在其後三個曆月內進行維修及修正。所述承租人、其遺囑執行人、遺產管理人或受讓人須於按照上文所述發出或留下每項通知或警告後三個曆月內進行維修及修正」。
- 即使上文第3(a)段有所限制，但根據一份日期為2016年12月12日並於土地註冊處以註冊摘要第17011101050018號註冊的厭惡性行業牌照，該土地的註冊擁有人、其遺囑執行人、遺產管理人及受讓人獲准按照該厭惡性行業牌照的條件經營製糖、油料（加油站除外）、售肉、食物供應及旅館的行業或業務。

註：

- 詳情請參考批地文件。批地文件全份文本已備於售樓處，在開放時間可供免費查閱，並可在支付必要的影印費用後獲取副本。
- 除非本售樓說明書另有定義，否則本批地文件的摘要中採用的詞彙須與該等詞彙在政府租契中的涵義相同。

{無法辨認的\*} = 此部份無法從土地註冊處獲取的政府租契經核證真實副本中辨認。