

# 15 批地文件的摘要

## SUMMARY OF LAND GRANT

1. 發展項目位處於筲箕灣海旁地段第2號B分段（「該地段」）。
2. 該地段是根據一份政府租契（「租契」）持有，而該租契的批租年期在筲箕灣海旁地段第2號的原政府租契所定年期屆滿後，憑藉《政府租契條例》(第40章) 被視為續期75年，由2006年4月27日起計。
3. 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，須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任何修葺、清洗及修改工程，以達致令陛下、其繼承人、繼任人或受讓人的測量師滿意為止」。
4. 租契規定承租人：「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、修葺及修改屬於在此表明予以批租的該處所或該處所的任何部分或其所需的、或於其內的、或屬於其的並與毗鄰土地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，或該出租的處所與鄰近或毗鄰樓宇共用的部分。有關的付款比例由陛下、其繼承人、繼任人或受讓人的測量師釐定及確定，並可當作欠繳地租的性質追討」。
5. 租契規定：「陛下、其繼承人、繼任人或受讓人的測量師或獲指派代表他們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在此表明予以批租的該處所從而視察、搜查及觀看其狀況。每當視察時發現有任何頹敗、損壞及需要維修及修正的地方時，須就該處所或其任何部分向承租人及其受讓人發出書面通知或警告，或在該處所或其部分留下書面通知或警告，要求承租人及其受讓人在三個曆月內，就上述問題進行維修及修正。在每個書面通知或警告按上述方式發出或留下後，承租人及其受讓人須於其後三個曆月內就上述問題進行維修及修正」。
6. 租契規定承租人：「如非事先獲得當時香港港督代表陛下、其繼承人、繼任人或受讓人或其正式授權的人士的許可，在租期期間不得使用作該處所或其任何部分作經營或從事銅工、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」。
7. 租契規定承租人：「如非事先諮詢或獲得當時香港港督代表陛下、其繼承人、繼任人的許可，在租期期間不得使用或容許該處所或其任何部分作填海、建築住宅、工廠、倉庫或類似用途以外的用途。」
8. 租契規定：「如因應改善香港殖民地，或不論任何其他公共目的所需，陛下、其繼承人、繼任人及受讓人可全權向承租人及其受讓人在發出三個曆月的通知，並且根據陛下、其繼承人、繼任人或受讓人的測量師公平客觀地估值該地段及在其上面的建築物而向承租人及其受讓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」。

註：

1. 請查閱租契以了解全部詳情。完整的租契現存於售樓處，於開放時間可供免費查閱，並可在支付所需影印費後取得租契之複印本。
2. 除非本售樓說明書另有規定，本批地文件摘要內所採用的詞彙與該詞彙在有關租契內的意思相同。

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## SUMMARY OF LAND GRANT

1. The development is situated on Section B of Shaukiwan Marine Lot No. 2 (the "Lot").
2. The Lot is held under the Government Lease ("the Lease") for the further term of 75 years commencing from the 27th day of April 2006 deemed to have been issued by virtue of the Government Leases Ordinance (Cap. 40) upon the expiration of the original term of the original Government Lease of Shaukiwan Marine Lot No.2.
3. 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 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, 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 Surveyor of His said Majesty, His Heirs, Successors or Assigns"*.
4. 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 Surveyor of His said Majesty, His Heirs, Successors or Assigns and shall be recoverable in the nature of rent in arrear"*.
5. The Lease provides that *"it shall and may be lawful to and for His said Majesty, His Heirs, Successors or Assigns, by His or their Surveyor, or other persons deputed to act for Him or them, 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 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 and their Assigns to repair and amend the same within Three Calendar Months then next following, within which time the said Lessees and their Assigns will repair and amend the same accordingly"*.
6. The Lease requires the Lessee *"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 license of His said Majesty, His Heirs, Successors, or Assigns, signified in writing by the Governor of the said Colony of Hong Kong, or other person duly authorized in that behalf"*.
7. The Lease requires the Lessee *"shall not at any time during the said term use or allow to be used the said demised premises or any part thereof for any other purposes than for Reclamation Building Dwelling houses Factories Godowns or similar purposes without having first obtained the licence or consult of His said Majesty, His Heirs, Successors, or Assigns, signified in writing by the Governor for the time being of the Colony of Hong Kong."*
8. The Lease provides that *"His said Majesty, His 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, Three Calendar Months' notice being given to the said Lessees and their Assigns 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 and their Assigns, at a valuation, to be fairly and impartially made by the Surveyor of His said Majesty, His Heirs, Successors or Assigns, and upon the exercise of such power the term and estate hereby created shall respectively cease determine and be void"*.

#### Remarks:

1. For full details, please refer to the Lease. Full script of the Lease is available for free inspection upon request at the sales office during opening hours and copies of the Lease 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 Lease.