

# 15 批地文件的摘要

## SUMMARY OF LAND GRANT

1. 發展項目位處於內地段第588號B段第1分段餘段及內地段第588號B段第1分段A段餘段（下稱「該等地段」）。
2. 該等地段是根據一份內地段第588號的政府租契（下稱「租契」）持有。租契的批租年期為999年，由1859年6月25日開始生效。
3. 租契規定如非事先獲得政府的許可，該等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噪音、惡臭或令人厭惡的行業或業務。

根據一份日期為2018年3月26日並登記於土地註冊處註冊摘要編號為18041000890091的厭惡性行業牌照，政府經已批准該等地段的註冊業主在該等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、遺產管理人及受讓人：-

- (a) 「須在特此予以批租的年期的第一年期滿前，自費在特此予以批租的部分土地之上，以良好、妥善及有效的方式搭建、建築以及完成至可供使用程度的一棟或多棟良好、堅固及安全、以磚塊或石材建構的院宅或物業，配備適當的圍欄、牆壁、污水渠、排水渠以及所有其他一般或必要的附屬設施，並須對此花費及支出最少75英鎊，而所有院宅或物業的建築、高度、特性及描述應保持一致的標準，也應當依同一街道上的其他院宅或物業朝向和排列，至使女皇陛下、其世襲繼承人、繼任人或受讓人的測量師對整體滿意為止」；
- (b) 「須應女皇陛下的測量師之要求，在特此予以批租的土地內挖掘一口適當尺寸的井」；及
- (c) 「由在特此予以批租的土地上的宅院或物業、豎設物及建築物分別建成起及其後，以及在特此予以批租的餘下年期內，應不時及無論何時，每當有需要時或情況要求時，適當地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、修改及保存該宅院或物業、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、路軌、電燈、行人路、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、其世襲繼承人、繼任人或受讓人的測量師滿意為止」。

5. 租契訂明：-

- (a) 女皇陛下、其世襲繼承人、繼任人及受讓人擁有「全權就為改善該香港殖民地，或不論任何其他公眾目的所需，在向佔用人發出三個曆月的通知後收回、進入及再佔管特此表明予以批租的土地的全部或其任何部分，並根據女皇陛下、其世襲繼承人、繼任人或受讓人的測量師作出公平和客觀估值，就該土地及建於該處的各建築物向[承租人]、其遺囑執行人、遺產管理人或受讓人作出全面和合理的賠償。所有因上述的改善或其他公眾目的為[承租人]、其遺囑執行人、遺產管理或受讓人帶來的利益，可被用作抵消其因該土地被收回而引致的損失」；

- (b) 女皇陛下、其世襲繼承人、繼任人及受讓人保留「所有女皇陛下、其世襲繼承人、繼任人及受讓人就其為香港殖民地的道路、公共建築或其他公共目的所需，在該土地之內、之下或之上的礦產、礦物、石礦、及所有於批地文件發出之時或其後於批租存續期間內於該土地或其任何部分之下或之上的泥灰岩、黏土、白堊、磚土、礫石、砂、石頭及石堆、及其他土料或材料；女皇陛下、其世襲繼承人、繼任人、受讓人及其代理人、傭人及工人並有權於批租存續期間內於年中合理時間內自由進出穿越特此予以批租的土地或其任何部分，不論是否連同馬匹、馬車、車輛及其他必需之事物，以視察、挖掘、轉用及移走上述之礦物、石頭、土料及其他事物或其任何部分，唯須對[承租人]、其遺囑執行人、遺產管理人或受讓人造成盡可能少的損害」；

- (c) 女皇陛下、其世襲繼承人、繼任人及受讓人擁有「全權於特此予以批租之土地內、穿過土地、或於土地下加置或接駁所有及任何公共或公用排污渠、排水渠或水道」；

- (d) 「[承租人]、其世襲繼承人、遺囑執行人、遺產管理人及受讓人須於特此予以批租的999年之年期內，按年度及每年真正地向女皇陛下、其世襲繼承人、繼任人及受讓人以港元，按上述匯率，撇除上述所有稅項和扣減，於數天和數次依上述保留的付款方式支付或使支付所述每年7英鎊9先令7便士的金額；而[承租人]、遺囑執行人、遺產管理人及受讓人亦須於特此予以批租的年期內承擔、支付和清償所有現已，或其後評定和收取，或不論如何施加於、有關、或為了特此予以批租之土地或其任何部分的稅項、收費和任何徵收的費用」；

- (e) 「女皇陛下、其世襲繼承人、繼任人或受讓人或其代理人或任何獲其指派的代表有合法權利，在上述999年的批租年期的最後七年內，在日間任何合理時間進入特此予以批租的土地，以製作一張附錄或清單，紀錄所有及每項在上述批租年期期滿後會被讓出的固定附着物和物件」；

- (f) 承租人、其遺囑執行人、遺產管理人及受讓人「在特此予以批租的年期內，須不時及每當有需要時或情況要求時，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、修葺及修改在特此予以批租的土地或其任何部分所需的、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、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」；及

- (g) 「女皇陛下、其世襲繼承人、繼任人或受讓人有合法權利透過其測量師或獲其指派代表行事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特此予以批租的土地，以及進入不論任何時候建在該土地上的任何院宅或物業，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，將會發出或在該土地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。[承租人]代表自己、其遺囑執行人、遺產管理人和受讓人承諾、答應及同意，於其後三個曆月內指明的時間或三個曆月內，在每一次通知或警告發出後或留在上述土地後，就所有該等頹敗、損壞及需要維修及修正的地方進行維修及修正」。

註：

1. 詳情請參考租契。租契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。
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。

1. The development is situated on The Remaining Portion of Sub-section 1 of Section B of Inland Lot No. 588 and The Remaining Portion of Section A of Sub-section 1 of Section B of Inland Lot No. 588 (collectively "the Lots").
2. The Lots are held under the Government lease of Inland Lot No. 588 ("the Lease") for a term of 999 years commencing from 25th June 1859.
3. The Lease stipulates 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 or either of them, or any other noisy, noisome or offensive trade or business whatever, without the previous licence of the Government.  
  
By an Offensive Trade Licence dated 26th March 2018 and registered in the Land Registry by Memorial No. 18041000890091, the Government has granted a licence 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 Lease requires that the lessee and his executors, administrators and assigns:-
  - (a) "shall and will before the expiration of the first year of the term hereby granted, at his and their own proper costs and charges, in a good, substantial and workman-like manner erect, build and completely finish fit for use, one or more good, substantial and safe brick or stone messuage or tenement, messuages or tenements, upon some part of the ground hereby demised, with proper fences, walls, sewers, drains and all other usual or necessary appurtenances, and shall and will lay out and expend thereon the Sum of seventy five pounds Sterling and upwards, 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 an uniform manner with the messuages or tenements in the same street, and the whole to be done to the satisfaction of the Surveyor of Her said Majesty, Her Heirs, Successors or Assigns";
  - (b) "shall dig a well of suitable dimensions, on the requisition of the Surveyor of Her said Majesty, within the said premises hereby demised"; and
  - (c) "shall and will from time to time, and at all times, from and after the said messuage or tenement, erections and buildings on the said piece of ground hereby demised shall be respectively completed and finished, during the remainder of the said term hereby granted, 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 said messuage or tenement, messuages or tenements, erections and buildings, 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".
5. The Lease provides that :-
  - (a) Her said Majesty, Her Heirs, Successors and Assigns shall have "full power to resume and take possession of all or any part of the said piece or parcel of Ground hereby 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 Occupant thereof of its being so required, and a full and fair Compensation for the said Land and the Buildings thereon, being paid to the [lessee], his heirs, 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 in which said valuation, the benefit to accrue to the [lessee], his heirs, executors, administrators, or assigns from any such improvement, or public purpose shall be allowed by way of set-off against any Damage, he or they may suffer from such resumption as aforesaid";
  - (b) It is excepted and reserved unto Her said Majesty, Her Heirs, Successors and Assigns "all Mines, Minerals, and Quarries of Stone in under and upon the said premises, and all such Marl, Clay, Chalk, Brick-earth, Gravel, Sand, Stone and Stones, and other Earths or Materials, which now are or hereafter during the continuance of this demise, shall be under or upon the said premises, or any part or parts thereof, as Her said Majesty, Her Heirs, Successor, and Assigns may require for the Roads, Public Buildings, or the Public Purposes of the said Colony of Hong Kong; with full liberty of Ingress, Egress, and Regress, to and for Her said Majesty, Her Heirs, Successors, and Assigns, and Her and their agents, servants and workmen, at reasonable times in the year during the continuance of this demise, with or without horses, carts, carriages, and all other necessary things into, upon, from, and out of all or any part or parts of the premises herein before demised, to view, dig for, convert and carry away, the said excepted Minerals, Stone, Earths and other things respectively, or any part or parts thereof respectively, thereby doing as little damage as possible to the [lessee], his executors, administrators or assigns";
  - (c) Her said Majesty, Her Heirs, Successors and Assigns shall have "full power to make and conduct in, through and under the said hereby demised premises, all and any public or common sewers, drains or watercourses";
  - (d) "the [lessee], his heirs, executors, administrators or assigns shall and will yearly, and every year, during the said term of nine hundred and ninety nine years hereby granted, well and truly pay or cause to be paid to Her said Majesty, Her Heirs, Successors and Assigns, the said yearly Sum of Seven pounds nine shillings and seven pence Sterling, payable in Dollars at the rate of exchange aforesaid, clear of all taxes and deductions as aforesaid, in the several days and times, and in the manner herein before reserved and made payable; AND ALSO that [the lessee], his executors, administrators and assigns shall and will during all the said term hereby granted, bear, pay and discharge all taxes charges and impositions whatsoever, as are or shall be hereafter assessed or charged on, or in anywise imposed upon or in respect of the said premises hereby demised or intended so to be or any part thereof";
  - (e) "it shall be lawful for Her said Majesty, Her Heirs, Successors or Assigns, or Her and their Agent, or any person or persons deputed by him or them, to enter into and upon the premises hereby demised, at any reasonable hours in the day time, within the last seven years of the aforesaid term of nine hundred and ninety nine years, to take a Schedule or Inventory of all and every the fixtures and things to be yielded up at the expiration thereof, as aforesaid";

# 15 批地文件的摘要

## SUMMARY OF LAND GRANT

- (f) The lessee and his 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 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 Surveyor of Her said Majesty, Her Heirs, Successors or Assigns, and shall be recoverable in the nature of rent in arrear"; and
- (g) "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 parcel of ground hereby demised, and into any messuages or tenements, which may at any time be built thereon, 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 demised premises, unto or for the [lessee], his 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 such notice or warning shall be so given, or left as aforesaid, the [lessee] for himself, his executors, administrators and assigns doth hereby covenant, promise and agree with Her said Majesty, Her Heirs, Successors and Assigns to repair and amend all such decays, defects and wants of reparation and amendment accordingly".

### 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 open 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.