

15. 批地文件的摘要

SUMMARY OF LAND GRANT

1. 發展項目位處於內地段第4007號及內地段第4008（統稱「發展地段」）。
2. 「發展地段」是根據兩份政府租契（統稱「租契」）分別持有，而該「租契」的批租年期分別為兩段由1861年6月25日開始999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。
4. 「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，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，以達致令陛下的工務局局長（以下稱為「該局長」）滿意為止」。
5. 「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「該局長」釐定及確定，並可當作欠繳地租的性質追討」。
6. 「租契」規定：「陛下以「該局長」或獲指派代表他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及再佔管在此表明予以批租的該處所，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」在三個月內，就上述問題進行維修及修正。「承租人」須在該段期間就上述問題進行維修及修正」。
7. 「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，陛下可全權向「承租人」在發出三個曆月的通知，並且根據「該局長」公平客觀地估值該地段及在其上面的建築物，並向「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」。
8. 內地段第4007號獲批租時須受一項通行權所規限，該通行權為所有毗鄰地段的擁有人均可通行及再通行羅便臣道部分路段，即以綠斜線顯示在附於內地段第4007號政府租契的圖則上的部分路段並標明「通行權」。
9. 內地段第4008號獲批租時連同一項通行內地段第4007號部分路段的通行權，該通行權以黃色顯示在附於內地段第4008號政府租契的圖則上的部分路段並標明「通行權」。同時，內地段第4008號獲批租時須受另一項通行權所規限，該另一項通行權為所有毗鄰地段的擁有人均可通行及再通行羅便臣道部分路段，即以綠斜線顯示在附於內地段第4008號的政府租契的圖則上的部分路段。

1. The development is situated on Inland Lot No. 4007 and Inland Lot No. 4008 (collectively “the Lots”).
2. The Lots are respectively held under two Government Leases (collectively “the Leases”) for two several terms all of 999 years commencing from 25th June 1861.
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.
4. The Leases require 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 her or 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 Pavement 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 His said Majesty’s Director of Public Works (hereinafter referred to as “the said Director”)”.
5. The Leases require 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 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 His said Majesty by the said Director or other persons deputed to act for Him 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 Leases provide that “His 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. Inland Lot No. 4007 was granted subject to a Right of Way for the owners of all the adjacent lots to pass and repass into Robinson Road over such portion of the said piece or parcel of ground as is hatched green on the plan annexed to the Government Lease of Inland Lot No.4007 and marked “Right of Way”.
9. Inland Lot No. 4008 was granted together with a right of way thereto over such portion of Inland Lot No. 4007 as is coloured yellow on the plan annexed to the Government Lease of Inland Lot No. 4008 and marked “Right of Way” and subject to a right of way for the owners of all the adjacent lots to pass and repass into Robinson Road over such portion of the said piece or parcel of ground as is hatched green on the said plan.