

15 批地文件的摘要

SUMMARY OF LAND GRANT

1. 發展項目位處於九龍內地段第11015號、九龍內地段第11016號、九龍內地段第11017號、九龍內地段第11018號、九龍內地段第11019號及九龍內地段第11020號（下統稱「該等地段」）。

2. 每幅該等地段是分別根據一份日期為1994年1月28日的政府租契持有，批租年期由1990年6月25日起至2047年6月30日止，而該等租契經六份日期均為2020年9月28日並分別在土地註冊處以註冊摘要編號20101201120018、20101201120023、20101201120034、20101201120047、20101201120056及20101201120063註冊的批約修訂書更改及/或修改（下統稱「租契」）。

3. 租契所載有關該等地段的用途限制如下:-

「受制於任何其他明訂或隱含有關特此予以批租的土地之用途的契約，如非事先獲得政府經署長或其他獲授權人士作代表發出的書面許可，承租人或任何其他一或多人在批租期內不得使用或於特此予以批租的土地或其任何部分內經營或從事銅工、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」。

「承租人不得自行或容許別人把該片或該幅土地或其任何部分或其上現已或將會興建的任何一座或多座建築物或其任何部分用作非工業用途(不包括貨倉)以外的任何用途」。

「承租人不得自行或容許別人於任何時候於該片或該幅土地或其任何部分或其上現已或將會興建的任何建築物或其任何部分作出任何行為，以致或可能對政府或毗連或毗鄰一個或多個地段或物業的業主或佔用人構成滋擾或騷擾，或可能造成損害或不便」。

「該片或該幅土地上不可搭建或建造任何墳墓或骨灰龕，亦不可安葬或放置任何人類或動物遺體，不論該等遺體是否置於陶泥金塔，骨灰盅或其他器皿」。

「該片或該幅土地或其上現已或將會興建的任何一座或多座建築物上不得放置任何先人牌位」。

4. 每份租契均規定:-

「根據本租契的條款及契約進行建造或重建（本詞就此款而言指下文第4(4)及4(5)款所述該片或該幅土地的重建工程）後，承租人應不時及無論何時，每當有需要時或情況要求時，依照該一座或多座宅院或物業、豎設物及建築物經《建築物條例》、其任何附屬規例及任何相關修訂法例下批准的建築圖則(不得作任何更改或修改)及本租契的所有條款及契約（受制於其日後任何合約修訂條文），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、修改及保存該片或該幅土地上現有或日後任何時間存在的一座或多座宅院或物業、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、堤岸、切割路塹、籬、溝、軌道、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」。

「如在批租期內拆卸該片或該幅土地上或其任何部分的任何現有或日後任何時間存在的該一座或多座宅院或物業、豎設物及建築物，承租人必須另建良好穩固同類型而總樓面面積最少相等的建築物或經署長批核的類型及價值的建築物替代」。

「倘如上所述拆卸建築物，承租人應在拆卸後一個曆月內向署長申請同意於該片或該幅土地上進行重建工程。承租人接獲同意書後，必須於三個曆月內展開必要重建工程，並在署長指定的期限內以署長滿意的方式完成重建」。

「承租人須於批租期內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，以建造、建築、修葺及修改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、車道、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。有關的付款比例由署長釐定及確定，並可當作欠繳地租的性質追討」。

「承租人須在任何時候，特別是在進行任何建築、保養、翻新或維修工程期間，採取或促使他人採取一切適當及充分的謹慎、技巧及預防措施，以避免對於或運行於該片或該幅土地或其任何部分之上、上面、之下或毗鄰的任何現有排水渠、水路或水道(包括總水喉)、行人路、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置，不論屬於政府與否（一併以下統稱「服務設施」）造成任何損壞。惟承租人在進行上述任何工程之前須進行或促使他人進行適當的勘測及可能需要的查詢，以確定任何服務設施的現況及水平，並須向政府以書面提交處理任何服務設施的建議，並於各方面取得其批准，及不得在取得政府對工程及上述建議作出的書面批准之前進行任何工程，並須遵守政府所施加有關服務設施的任何要求，及自行出資履行該等要求，包括任何所需的改道、重鋪或修復的費用。承租人亦須自行出資在一切方面維修、彌補及修復因任何該建築、保養、翻新或維修工程以任何方式對該片或該幅土地或運行於該片或該幅土地之上、上面、之下或毗鄰的任何服務設施的表面所造成的任何損壞或干擾以達致政府滿意(經同意並宣布如承租人未能進行任何上述所需的改道、重鋪、維修、彌補及修復該片或該幅土地或其任何部分或任何服務設施的工程以達致政府滿意，政府可進行其認為需要的任何該改道、重鋪、彌補或修復工程，承租人須應要求向政府支付該等工程的費用)」。

「一經進行該片或該幅土地的任何重建，承租人不得或容許他人於其上興建任何不符合署長列明該片或該幅土地之定線的一座或多座建築物。如不按該定線搭建任何一座或多座建築物，承租人須應署長要求拆卸該一座或多座建築物，並按正確的定線重建。倘若承租人未能如上述拆卸該一座或多座建築物，則署長有合法權利促使拆卸該一座或多座建築物，而承租人須應要求向署長支付經署長證明該拆卸工程的費用之款項(經同意並宣布，表明已經署長或其代表簽署有關任何一座或多座建築物的定線或有關拆卸工程的費用的證書內所證明的事實為雙方之間的最終及具決定性的證據)」。

「如根據[第4(18)款(就有關九龍內地段第11015號及九龍內地段第11016號分別的租契)或第4(17)款(就有關九龍內地段第11017號、九龍內地段第11018號、九龍內地段第11019號及九龍內地段第11020號分別的租契)]獲發同意於該片或該幅土地內或任何政府土地上為配合或因應該片或該幅土地或其任何部分的組建、平整或發展或本租契的條款及契約規定承租人執行的任何其他工程而進行的任何土地之削土、移土或後移工程，或任何建造或填土工程，或任何性質之斜坡處理工程，承租人須按當時或其後任何時間需要或可能需要進行、建造或出資進行或建造該斜坡處理工程、護土牆、土地或其他支承結構、防護結構、排水或附屬或其他工程，以保護和支撐該片或該幅土地及任何毗連或毗鄰政府或已批租土地內的土地，同時避免及防止其後發生滑土、山泥傾瀉或地陷。承租人應在整個批租年期內自費維修上述斜坡處理工程、護土牆、土地或其他支承結構、防護結構及排水工程以保持良好及修繕妥當的狀態以達致署長滿意。無論何時，如因任何組建、平整、發展或承租人進行的其他工程導致或引致不論是於或從該片或該幅土地內的任何土地或從任何毗連或毗鄰政府或已批租土地之內發生任何滑土、山泥傾瀉或地陷，承租人須自費還原及修復其以達致署長滿意，並向政府、其代理及承建商賠償

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所有透過或因該滑土、山泥傾瀉或地陷所或可能蒙受或招致的任何費用、收費、損害、索求及索償。除於有違反任何此等條款及契約時所擁有的其他權利或補償權外，署長有權發出書面通知，要求承租人執行、建造和維修上述斜坡處理工程、護土牆、土地或其他支承結構、防護結構及排水工程，又或修復及彌補任何滑土、山泥傾瀉或地陷。如承租人疏忽或未能在該通知訂明的期限內履行該通知的規定以達致署長滿意，署長可立即執行及進行該工程，而承租人須應要求向政府償還其費用」。

「如來自該片或該幅土地上或其上的任何發展項目所影響的其他地方的泥石或碎石受侵蝕及沖流在公眾巷或道路上，又或在路旁暗渠、污水渠、雨水渠或溝壑或其他政府產業之內或之上，承租人須承擔責任，並須按政府要求向政府支付清理在公眾巷或道路上，又或在路旁暗渠、污水渠、雨水渠或溝壑或其他政府產業的泥石及碎石或修理對其損毀的有關費用。承租人須就因該等侵蝕及沖流而導致私人物業蒙受任何損害或滋擾所產生的所有訴訟、索償及要求向政府作出彌償」。

「承租人須應要求向政府支付經署長證明為彌補承租人、其承建商、分包商或他的或他們的工人或車輛或該片或該幅土地的任何泥石對毗鄰公共道路造成的任何損壞之費用的任何款項」。

「承租人須自費建造及保養，因署長可能認為必須以截斷及引導降落或流入該片或該幅土地的一切暴雨或雨水流到最接近的河道、集水井、渠道或雨水渠，不論是該片或該幅土地的邊界內或是政府土地內的排水渠及渠道致使署長滿意。承租人須自行承擔該等暴雨或雨水所造成的任何損毀或滋擾衍生的一切訴訟、索償及要求並向政府及其官員作出彌償」。

「如承租人、其僱員或代理人令該片或該幅土地內或毗鄰的溝壑、污水渠、雨水渠、輸水道或其他政府產業受損毀或阻礙，承租人須按要求支付以作妥善修理該損毀或阻礙的費用（經同意並宣布必要的工程應由政府進行，費用由承租人承擔）」。

「承租人須應要求向政府支付連接該片或該幅土地的任何排水渠和污水渠至政府的雨水渠和污水渠的費用。經同意上述工程須由署長進行，但毋須就此向承租人承擔任何責任」。

「在整個批租期內:-

- (a) 承租人須自費以消防處處長滿意的方式:-
 - (i) 提供適當的通道供消防器材及消防人員進出入現已或將會在該片或該幅土地上興建或放置的任何一座或多座建築物或構築物
 - (ii) 時刻允許消防人員及消防器材暢通無阻地使用該進出通道及
 - (iii) 維持此等通道開放及保持其暢通無阻
- (b) 承租人應允許消防處處長、其屬下人員、傭僕或代理人不論事前發出通知與否在任何合理時間進入該片或該幅土地或其任何部份又或現已或將會在該處興建或放置的一座或多座建築物或構築物，從而進行檢查以確保[此次條(a)款訂明的規定經已圓滿履行」。

「承租人應自費以消防處處長滿意的方式，按消防處處長全權酌情指定，在該片或該幅土地上（或如事前獲署長書面同意及批准，於任何毗鄰或毗連政府土地）及/或現已或將會興建於其上的任何一座或多座建築物內，在消防處處長指定的位置提供消防栓、滅火器材、抽水接駁裝置及其他消防裝置與設備（釋義以《消防條例》所訂為準）。承租人應自費維修上述消防栓、滅火器材、抽水接駁裝置及其他消防裝置與設備，以保持其狀態良好使消防處處長滿意」。

「受制於本文所載的條款及契約，一經進行該片或該幅土地或其任何部分的重建（本詞僅指第4(4)及4(5)款所述的重建工程），承租人須遵守及服從以下條件:-

- ...
- (c) 該片或該幅土地以及 [構成該等地段的其他地段] (下文統稱「毗連地段」)(該片或該幅土地連同毗連地段下文統稱「該土地」)作為單一發展項目內應設置空間致使署長滿意:-
 - (i) 以供停泊車輛，比率為現已或將會興建於該土地上的一座或多座建築物的每4個住宅單位或其部分1個車位及
 - (ii) 以供貨車上落客貨，比率為現已或將會興建於該土地上的一座或多座建築物的每800個單位或其部分1個上落貨車位，但現已或將會建於該土地的每座住宅大廈最少應設有1個上落貨車位，或署長決定之數量的上落客貨的車位。
- ...
- (j) 除連同毗連地段作為單一發展項目外，該片或該幅土地不可被進行建造或重建。而署長就該片或該幅土地是否連同毗連地段建造或重建成單一發展項目所作的決定將作終論，並對承租人人具約束力」。

「當於本租契內任何地方有所提及:-

- (a) 政府或政府授權人員須或可於該片或該幅土地或其任何部分或該片或該幅土地以外(不論是代承租人或於承租人未能進行該些工程時進行或於其他情況下)由承租人出資，或承租人須應要求支付或還付予政府或上述授權人員該些工程費用而進行任何形式的工程，則該費用包括政府或上述授權人員所訂定之監督及管理收費；或
- (b) 須獲得政府或上述授權人員的事先書面批准或同意，他們可以以他們認為合適的條款及條件給予批准或同意，或以他們絕對的酌情權拒絕批准或同意」。

5. 每份租契均規定:-

「政府保留所有政府就其為香港的道路、公共建築或其他公共目的所需，在該片或該幅土地之內、之下或之上的礦產、礦物、石油、石礦、及所有現時或其後於批租存續期間內於該片或該幅土地或其任何部分之下或之上的土壤、泥土、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；政府、其代理人、傭人及工人有權於批租存續期間內於年中合理時間內自由進出穿越該片或該幅土地或其任何部分，不論是否連同馬匹、馬車、車輛及其他機器及其他必需之事物，以視察、挖掘、轉用及移走上述保留之礦物、石頭、土料及其他事物或其任何部分，惟須對該片或該幅土地造成盡可能少的損害。政府亦有全權於該片或該幅土地內、穿過、或於其之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」。

「政府有合法權利透過署長或獲其指派代表行事的其他人在批租年期內，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，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，將會發出或在特此予以批租的土地或其部分留下書面通知，要求承租人在其後三個曆月內進行維修及修正，而承租人須按通知於該期限內進行維修及修正」。

「政府擁有全權為改善香港，或不不論任何其他公眾目的所需，在給予承租人三個公曆月的通知並根據署長公平及公正無私地釐定的估值計算對該土地及其上之建築物的公平及公正的賠償後，收回、進入及再估管特此表明予以批租的土地的全部或其任何部分，而當行使此權利時，本文產生的年期及利益將停止、終結及無效」。

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6. 儘管上文第3段有所限制，根據一份日期為2018年6月8日，並在土地註冊處以註冊摘要編號18062501300029註冊的厭惡性行業牌照，該等地段的註冊擁有人、其遺囑執行人、遺產管理人或受讓人獲准經營或從事製糖、油料(加油站除外)、售肉、食物供應及旅館的行業或業務，惟須受該牌照施加的條件所規限。

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。

15 批地文件的摘要

SUMMARY OF LAND GRANT

1. The development is situated on Kowloon Inland Lot No. 11015, Kowloon Inland Lot No. 11016, Kowloon Inland Lot No. 11017, Kowloon Inland Lot No. 11018, Kowloon Inland Lot No. 11019 and Kowloon Inland Lot No. 11020 (collectively “the Lots”).
2. Each of the Lots is separately held under a Government lease dated 28th January 1994 for a term commencing on 25th June 1990 and expiring on 30th June 2047 and the Government leases are varied and/or modified by 6 Modification Letters all dated 28th September 2020 and respectively registered in the Land Registry by Memorial Nos. 20101201120018, 20101201120023, 20101201120034, 20101201120047, 20101201120056 and 20101201120063 (collectively “the Leases”).
3. The user restrictions applicable to the Lots as contained in the Leases are as follows:-
 - “subject to any other covenant expressed or implied relating to the use of the demised premises the Lessee or any other person or persons will not during the continuance of this demise use exercise or follow in or upon the demised 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 the Government signified in writing by the Director or other person duly authorized in that behalf”.
 - “the Lessee will not use or permit or suffer the said piece or parcel of ground or any part thereof or any building or buildings erected or to be erected thereon or any part or parts of such building or buildings to be used for any purpose other than non-industrial (excluding godown) purposes”.
 - “the Lessee will not do or permit or suffer anything to be done at any time in or upon the said piece or parcel of ground or any part thereof or any building or any part of any building erected or to be erected thereon which may be or become a nuisance or annoyance or which may cause damage or inconvenience to the Government or to the lessees owners or occupiers of any adjoining or neighbouring lot or lots or premises”.
 - “no grave or columbarium shall be erected or made on the said piece or parcel of ground nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon”.
 - “no memorial tablets shall be placed on the said piece or parcel of ground or in any building or buildings erected or to be erected on the said piece or parcel of ground”.
4. Each of the Leases stipulates that:-
 - “having built or rebuilt (which expression for the purpose of this Clause only shall refer to redevelopment of the said piece or parcel of ground as contemplated in Clauses 4(4) and 4(5) hereof) in accordance with the terms and covenants contained in this Lease the Lessee shall from time to time and at all time hereafter when where and as often as need or occasion shall require at the Lessee’s 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 may at any time hereafter standing upon

the said piece or parcel of ground 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 in accordance with the building plans of the said messuage or tenement messuages or tenements erections and buildings approved under the Buildings Ordinance and Regulations and any amending legislation without variation or modification thereto and all the terms and covenants contained in this Lease subject to any subsequent contractual variation of this Lease”.

“in the event of the demolition at any time during the continuance of this demise of the said messuage or tenement messuages or tenements or any other erections and buildings now or at any time hereafter standing upon the said piece or parcel of ground or any of them or any part thereof the Lessee will replace the same either by sound and substantial buildings of the same type and of no less gross floor area or by buildings of such type and value as shall be approved by the Director”.

“in the event of demolition as aforesaid the Lessee will within one month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the said piece or parcel of ground and upon receiving such consent will within three months thereof commence the necessary work of redevelopment and will complete the same to the satisfaction of and within such time limit as shall be laid down by the Director”.

“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 lanes pavements channels fences and party walls draughts private or public sewers and drains requisite for or in or belonging to the 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 Director and shall be recoverable in the nature of rent in arrear”.

“the Lessee will take or cause to be taken all proper and adequate care skill and precautions at all times and particularly during any construction maintenance renewal or repair work to avoid doing any damage to any existing drain waterway or watercourse (including water main) footpath sewer nullah pipe cable wire utility service or any other works or installations whether of the Government or otherwise (all together hereinafter referred to as “the Works and Services”) being or running upon over under or adjacent to the said piece or parcel of ground or any part thereof Provided That the Lessee before carrying out any such work as aforesaid will make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of any of the Works and Services and will submit its proposals for dealing with any of such Works and Services in writing to the Government for its approval in all respects and will not carry out any work whatsoever until the Government shall have given its written approval to the works and to such proposals aforesaid and will comply with any requirement of the Government in respect of the Works and Services and will bear the cost of meeting such requirements including the cost of any necessary diversion relaying or reinstatement and will at the Lessee’s own expense in all respects repair make good and reinstate to the satisfaction of the Government any damage or disturbance caused to the surface of the said piece or parcel of ground or any of the Works and Services running on over under or adjacent to the said piece or parcel of ground in any manner arising out of any such construction maintenance renewal or repair work (it being agreed and declared that if the Lessee fails to carry out any

such necessary diversion relaying repairing making good and reinstatement of the said piece or parcel of ground or any part thereof or of any of the Works and Services to its satisfaction the Government may carry out any such diversion relaying reinstatement or making good as it considers necessary and the Lessee will pay to the Government on demand the cost of such works”.

“upon any redevelopment of the said piece or parcel of ground the Lessee will not erect or allow to be erected thereon any building or buildings which does not or do not accord with the alignment of the said piece or parcel of ground as set out by the Director and in the event of any building or buildings being erected otherwise than in due accord with such alignment the Lessee will demolish such building or buildings when called upon by the Director so to do and will rebuild upon the correct alignment and if the Lessee shall fail so to demolish the building or buildings as aforesaid then it shall be lawful for the Director to cause such building or buildings to be demolished and the Lessee will on demand pay to the Director such a sum as the Director shall certify to be the cost of such demolition (it being agreed and declared that a certificate purporting to have been signed by or on behalf of the Director as to the alignment of any building or buildings or as to the cost of the demolition shall be final and conclusive evidence as between the parties hereto as to the facts certified therein)”.

“where consent has been given pursuant to [Clause 4(18) (for the respective Government leases of Kowloon Inland Lot No. 11015 and Kowloon Inland Lot No. 11016) or Clause 4(17) (for the respective Government leases of Kowloon Inland Lot No. 11017, Kowloon Inland Lot No. 11018, Kowloon Inland Lot No. 11019 and Kowloon Inland Lot No. 11020)] for any cutting away removal or setting back of any land or any building up or filling in or any slope treatment works of any kind whatsoever within the said piece or parcel of ground or on any Government land which is required for the purpose of or in connection with the formation levelling or development of the said piece or parcel of ground or any part thereof or any other works required to be done by the Lessee under the terms and covenants herein contained the Lessee will carry out construct or bear the cost of the carrying out or construction of such slope treatment works retaining walls land or other support protection drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the said piece or parcel of ground and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away landslip or subsidence occurring thereafter and will at all times during the term hereby granted maintain at the Lessee’s own expense the said slope treatment works retaining walls land or other support protection and drainage works in good and substantial repair and condition to the satisfaction of the Director and in the event that as a result or arising out of any formation levelling development or other works done by the Lessee any falling away landslip or subsidence occurs at any time whether in or from any land within the said piece or parcel of ground or from any adjacent or adjoining Government or leased land the Lessee will at the Lessee’s own expense reinstate and make good the same to the satisfaction of the Director and will indemnify the Government its agents and contractors from and against all costs charges damages demands and claims whatsoever which shall or may be made suffered or incurred through or by reason of such falling away landslip or subsidence and in addition to any other rights or remedies herein provided for breach of any of the terms and covenants herein contained the Director shall be entitled by notice in writing to call upon the Lessee to carry out construct and maintain the said slope treatment works retaining walls land or other support protection and drainage works or to reinstate and make good any falling away landslip or subsidence and if the Lessee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein the Director may forthwith execute and carry out the work and the Lessee will on demand repay to the Government the cost thereof”.

“in the event of spoil or debris from the said piece or parcel of ground or from other areas affected by any development of the said piece or parcel of ground being eroded and washed down on to public lanes or roads or into road culverts sewers storm water drains or nullahs or other Government properties the Lessee will be held responsible and will pay to the Government on demand the cost of removal of the spoil and debris from or of damage to the public lanes or roads or road culverts sewers storm water drains or nullahs or other Government properties and will indemnify the Government against all actions claims and demands arising out of any damage or nuisance to private property caused by such erosion and washing down”.

“the Lessee will pay to the Government on demand any sum which the Director shall certify to be the cost of making good any damage done to adjoining public roads by the Lessee its contractors or sub-contractors or its or their workmen or vehicles or by any spoil from the said piece or parcel of ground”.

“the Lessee will at the Lessee’s own expense construct and maintain to the satisfaction of the Director such drains and channels whether within the boundaries of the said piece or parcel of ground or on Government land as the Director may consider necessary to intercept and convey into the nearest streamcourse catchpit channel or storm water drain all storm water or rain water falling or flowing on to the said piece or parcel of ground and the Lessee will be solely liable for and will indemnify the Government and its officers from and against all actions claims and demands arising out of any damage or nuisance caused by such storm water or rain water”.

“in the event of any damage or obstruction being caused to any nullah sewer storm water drain watermain or other properties belonging to the Government within or adjoining the said piece or parcel of ground by the Lessee its servants or agents the Lessee will pay on demand the cost of making good or removing such damage or obstruction (it being agreed and declared that the necessary works shall be carried out by the Government at the cost of the Lessee)”.

“the Lessee will pay to the Government on demand the cost of connecting any drains and sewers from the said piece or parcel of ground to the Government storm water drains and sewers it being agreed that such works shall be carried out by the Director who shall incur no liability to the Lessee in respect thereof”.

“throughout the term hereby granted:-

- (a) The Lessee will at the Lessee’s own expense and to the satisfaction of the Director of Fire Services:-
 - (i) provide suitable means of access for the passage of Fire Services appliances and Fire Services personnel to any building or buildings structure or structures erected or placed or to be erected or placed on the said piece or parcel of ground
 - (ii) at all times permit such Fire Services personnel and Fire Services appliances the free and uninterrupted use of such means of access and
 - (iii) maintain such means of access and keep the same free from obstruction
- (b) the Lessee will permit the Director of Fire Services his officers servants or agents at all reasonable times with or without notice to enter upon the said piece or parcel of ground or any part thereof or any building or buildings structure or structures or any part thereof erected or placed or to be erected or placed thereon for the purpose of inspecting the same so as to ensure that the requirements referred to in sub-clause (a) of [this sub-clause] have been complied with”.

15 批地文件的摘要

SUMMARY OF LAND GRANT

“the Lessee will at the Lessee’s own expense and to the satisfaction of the Director of Fire Services provide fire hydrants fire fighting appliances water pumping connections and such other fire service installations and equipment (as defined in the Fire Services Ordinance) as the Director of Fire Services in his sole discretion shall require within the said piece or parcel of ground (or subject to the prior written consent and approval of the Director on any adjacent or adjoining Government land) and/or within any building or buildings erected or to be erected thereon at such point or points as the Director of Fire Services may require and will maintain at the Lessee’s own expense the said fire hydrants fire fighting appliances water pumping connections and such other fire service installations and equipment in good condition and to the satisfaction of the Director of Fire Services”.

“subject to the terms and covenants herein contained upon redevelopment (which term refers solely to redevelopment contemplated in Clauses 4(4) and 4(5) hereof) of the said piece or parcel of ground or any part thereof the Lessee will observe and comply with the following conditions:-

...

(c) Space shall be provided within the said piece or parcel of ground and [the other lots comprising the Lots] (hereinafter collectively referred to as “the Adjoining Lots”) (the said piece or parcel of ground together with the Adjoining Lots are hereinafter collectively referred to as “the Land”) as a single development, to the satisfaction of the Director:-

(i) for the parking of motor vehicles at the rate of one space for every four residential flats or part thereof in the building or buildings erected or to be erected on the Land, and

(ii) for the loading and unloading of vehicles at the rate of one bay for every 800 flats or part thereof in the building or buildings erected or to be erected on the Land, subject to a minimum of one bay for each residential block erected or to be erected on the Land, or such number of bays as may be determined by the Director.

...

(j) the said piece or parcel of ground shall not be developed or redeveloped except jointly with the Adjoining Lots as a single development. The decision of the Director as to whether the said piece or parcel of ground is jointly developed or redeveloped with the Adjoining Lots as a single development shall be final and binding on the Lessee”.

“wherever in this Lease it is provided :-

(a) that the Government or the duly authorized officers of the Government shall or may carry out works of any description on the said piece or parcel of ground or any part thereof or outside the said piece or parcel of ground (whether on behalf of the Lessee or on the failure of the Lessee to carry out such works or otherwise) at the cost of the Lessee or that the Lessee will pay or repay to the Government or to the said duly authorized officers on demand the cost of such works such cost shall include such supervisory and overhead charges as may be fixed by the Government or by the said duly authorized officers or

(b) that the prior approval or consent in writing of the Government or the said duly authorized officers is required they may even the approval or consent on such terms and conditions as they see fit or refuse it at their absolute discretion”.

5. Each of the Leases provides that:-

It is “except and reserved unto the Government all Mines Minerals Mineral Oils and Quarries of Stone in under and upon the said piece or parcel of ground and all such Earth Soil 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 piece or parcel of ground or any part or parts thereof as the Government may require for the Roads Public Buildings or other Public Purposes of Hong Kong with fully liberty of Ingress Egress and Regress to and for the Government its Agents Servants and Workmen at reasonable times in the day during the continuance of this demise with or without horses carts motor and other machines and all other necessary things into upon from and out of all or any part or parts of the said piece or parcel of ground 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 said piece or parcel of ground and also save and except full power to the Government to make and conduct in through and under the said piece or parcel of ground all and any public or common sewers drains or watercourses”.

“it shall and may be lawful to and for the Government by the Director or other persons deputed to act for the Government twice or oftener in every year during the said term at all reasonable times in the day to enter into and upon the demised premises 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 demised premises or some part thereof unto or for the Lessee to repair and amend the same within Three Calendar Months then next following within which time the Lessee will repair and amend the same accordingly”.

“the Government shall have full power to resume enter into and re-take possession of all or any part of the demised premises if required for the improvement of Hong Kong or for any other public purpose whatsoever Three Calendar Months’ notice being given to the Lessee of its being so required and a full and fair compensation for the land and the buildings thereon being paid to the Lessee at a valuation to be fairly and impartially made by the Director and upon the exercise of such power the term and estate hereby created shall respectively cease determine and be void”.

6. Notwithstanding the above restrictions at paragraph 3 above, an Offensive Trade Licence dated 8th June 2018 and registered in the Land Registry by Memorial No. 18062501300029 was granted allowing the registered owner of the Lots, 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 or upon the Lots subject to the conditions imposed therein.

Remarks:

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