

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9934號餘段（「該地段」）。
2. 該地段是根據一份有關九龍內地段第9934號的政府租契持有（下稱「租契」）。租契的批租年期為150年，由1891年4月13日開始生效。
3. 租契包括以下條款
 - (a) 「所述承租人不得使用或准許該片或該幅土地或其任何部分或豎立在其上的任何建築物或該建築物的任何部分用作非工業用途以外的用途」；
 - (b) 「如非事先獲得港督或就此獲正式授權的其他人以書面表示女皇陛下已給予許可，所述承租人或其他一或多人在批租的持續期內不會利用獲批租的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」；
 - (c) 「女皇陛下保留所有就其為該香港殖民地的道路、公共建築物或其他公共目的所需，在該片或該幅土地之內、之下或之上的所有礦產、礦物、礦物油及石礦，及所有現時或其後在批租的持續期內於該片或該幅土地或其任何一個或多個部分之下或之上的土料、泥土、泥灰岩、黏土、白堊、製磚土、礫石、砂、石頭及石堆、及其他土料或材料；女皇陛下、其代理人、傭人及工人有權於在批租的持續期內於日內的合理時間內自由進出及穿越該片或該幅土地的所有或任何一個或多個部分，不論是否連同馬匹、馬車、車輛及所有其他必需之事物，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一個或多個部分，惟須對該片或該幅土地造成盡可能少的損害；亦保留女皇陛下全權於該片或該幅土地內、穿過及於其之下加置及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「會在此後不時、無論何時、在每當有需要或情況要求時，自費妥善地及充分地修葺、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間位處於該片或該幅土地上一個院宅或多個物業院宅或多個物業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、清洗及任何的修改工程。一切工程須進行以達致女皇陛下的工務司司長(下稱「該司長」)滿意」；
 - (e) 「若在批租的持續期內任何時間拆卸現時或此後任何時間位處於該片或該幅土地上的該等院宅或多個物業院宅或多個物業或任何其他豎設物及建築物或當中任何院宅、物業院宅、物業、豎設物及建築物或其任何部分，所述承租人會以良好穩固的同類型而建築量不得更少的建築物或具經該司長批核的類型及價值的建築物作替代，及若如上所述進行拆卸，所述承租人會在拆卸後一個月內向該司長申請同意於該片或該幅土地進行重建工程。所述承租人接獲該同意後，必須於三個月內展開必要的重建工程，並在該司長指定的期限內完成重建，以致該司長滿意」；
 - (f) 承租人「會在特此予以批租的年期內，每當有需要時，承擔、支付及准許以合理份額和按比例計算的費用及收費，以支付建造、建築、修葺及修改獲批租的處所或其任何部分所需的、或於其內的、或屬於其的，並與其他鄰近或毗鄰處所共用的所有或任何道路、車道、行人路、渠道、圍欄及共用牆、通風管、私家或公共排污渠及排水渠。該比例由該司長釐定及確定，並可當作欠繳地租的性質追討」；
 - (g) 「女皇陛下有合法權利透過該司長或獲指派代表其的其他人在該批租年期內，每年兩次或多次在日內的所有合理時間進入獲批租的處所，從而視察、搜查及查看其狀況。每當視察時發現的所有頹敗、損壞及需要維修及修正之處，將會發出或在獲批租的處所或其某部分留下書面通知予所述承租人，要求所述承租人在其後三個曆月內對此進行維修及修正。而所述承租人須在該時間內，就所有該等頹敗、損壞及需要維修及修正之處進行維修及修正」；
 - (h) 「該片或該幅土地一經進行任何重建，所述承租人不得或容許於其上興建任何不符合該司長列明該片或該幅土地之走線的一座或多座建築物。如不按該走線搭建任何一座或多座建築物，所述承租人須應該司長要求拆卸該一座或多座建築物，並按正確的走線重建。倘若所述承租人未能如上述拆卸該一座或多座建築物，則該司長有合法權利促使拆卸該一座或多座建築物，而所述承租人須應要求向該司長支付經該司長證明該拆卸工程的費用之款項(經同意並宣佈，表明已經由該司長或其代表簽署有關任何一座或多座建築物的走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)」；
 - (i) 承租人「會在女皇陛下的註冊總署署長（田土註冊處處長）的要求下，免費向女皇陛下歸還在該圖則上以粉紅色加藍色斜線顯示的該片或該幅土地的部分，共一百零二平方呎，以達致女皇陛下的註冊總署署長（田土註冊處處長）滿意，及會在女皇陛下的註冊總署署長（田土註冊處處長）的要求下，向女皇陛下歸還在該圖則上以粉紅色加藍色交叉斜線顯示的該片或該幅土地的部分，共一百零三平方呎，以達致女皇陛下的註冊總署署長（田土註冊處處長）滿意，而香港政府應為此作出以下任何一個賠償（如有）：
 - (i) 總數為每平方呎所述殖民地的通用貨幣兩元乘以於歸還當日租契年期未屆滿的部分的完整年數；或
 - (ii) 該司長以公平和客觀的估值，決定因歸還以粉紅色加藍色交叉斜線顯示之範圍所導致該片或該幅土地在市場價值上減少的款額（如有），以較少者為準」；
 - (j) 「女皇陛下擁有全權就為改善所述殖民地，或任何其他公共目的所需，在向所述承租人發出三個曆月有關該需要的通知後，收回、進入及再佔管獲批租的處所有的所有或任何部分，並根據該司長公平和客觀地對所述土地及其上的建築物作出之估值，向所述承租人作出全面和公平的賠償。本項權利一經行使，本文所訂立的年期及產生的產業權將分別終止、終結及無效」。
4. 儘管上文第3(b)段有所限制，但根據一份日期為2021年2月9日，並登記於土地註冊處摘要編號為21031200700011的厭惡性行業牌照，該地段的註冊擁有人、其遺囑執行人、遺產管理人及受讓人，及如是公司，其繼承人及受讓人，獲准於該地段之內或之上經營或從事製糖、油料（加油站除外）、售肉、食物供應及旅館的行業或業務，惟須受該牌照施加的條件所規限。

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。

1. The development is situated on The Remaining Portion of Kowloon Inland Lot No. 9934 (the "Lot").
2. The Lot is held under the Government Lease of Kowloon Inland Lot No. 9934 ("the Lease") for a term of 150 years commencing from 13th April 1891.
3. The Lease contains the following provisions:-
 - (a) "the said Lessee will not use or allow to be used the said piece or parcel of ground or any part thereof or any building erected thereon or any part of such building for any purposes other than non-industrial purposes";
 - (b) "the said 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 Her said Majesty signified in writing by the Governor or other person duly authorized in that behalf";
 - (c) It is "Except and Reserved unto Her said Majesty 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 Her said Majesty may require for the Roads Public Buildings or other Public Purposes of the said Colony of Hong Kong with full liberty of Ingress Egress and Regress to and for Her said Majesty Her Agents Servants and Workmen at reasonable times in the day 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 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 Her said Majesty 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";
 - (d) the lessee "will from time to time and at all times hereafter when where and as often as need or occasion shall require at the said 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 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 to the satisfaction of Her said Majesty's [Director] of Public Works (hereinafter referred to as "the said Director")";
 - (e) "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 said Lessee will replace the same either by sound and substantial buildings of the same type and of no less volume or by buildings of such type and value as shall be approved by the said Director AND in the event of demolition as aforesaid the said Lessee will within one month of such demolition apply to the said 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 said Director";
 - (f) 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 said Director and shall be recoverable in the nature of rent in arrear";
 - (g) "it shall and may be lawful to and for Her said Majesty by the said Director or other persons deputed to act for Her 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 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";
 - (h) "upon any redevelopment of the said piece or parcel of ground the said 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 said Director and in the event of any building or buildings being erected otherwise than in due accord with such alignment the said Lessee will demolish such building or buildings when called upon by the said Director so to do and will rebuild upon the correct alignment and if the said Lessee shall fail so to demolish the building or buildings as aforesaid then it shall be lawful for the said Director to cause such building or buildings to be demolished and the said Lessee will on demand pay to the said Director such a sum as the said 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 said 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)";
 - (i) the lessee "will surrender to Her said Majesty free of cost the portion of the said piece or parcel of ground shown coloured pink hatched blue on the said plan comprising One hundred and two square feet when required by and to the satisfaction of Her said Majesty's Registrar General (Land Officer) AND will surrender to Her said Majesty the portion of the said piece or parcel of ground shown coloured pink cross-hatched blue on the said plan comprising One hundred and three square feet when required by and to the satisfaction of Her said Majesty's Registrar General (Land Officer) and compensation (if any) shall be paid by the Government of Hong Kong therefor, either
 - (i) in the sum of Two dollars in Current Money of the said Colony per square foot multiplied by the number of complete years of the portion of the lease term unexpired at the date of surrender; or
 - (ii) in such sum as the said Director shall, on a fair and impartial valuation, determine to be the reduction (if any) in the market value of the said piece or parcel of ground attributable to the surrender of the area coloured pink cross-hatched blue, whichever is the less";

(j) “Her said Majesty 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 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”.

4. Notwithstanding the above restrictions at paragraph 3(b) above, an Offensive Trade Licence dated 9th February 2021 and registered in the Land Registry by Memorial No. 21031200700011 was granted, allowing the registered owner of the Lot, his executors, administrator and assigns and in the case of a corporation its successors 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 Lot subject to the conditions imposed therein.

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.