

15 批地文件的摘要

SUMMARY OF LAND GRANT

- 發展項目位處於九龍海旁地段第28號K分段餘段及九龍海旁地段第28號M分段第2小分段餘段（下統稱「該等地段」）。
- 該等地段是根據一份有關九龍海旁地段第28號的政府租契持有（下稱「租契」）。租契的批租年期為999年，由1871年8月5日開始生效。
- 租契包括以下條款：-
 - 「如非事先獲得香港殖民地港督或就此獲正式授權的其他人以書面表示皇上陛下、其世襲繼承人、繼任人或受讓人已給予許可，所述承租人或任何其他一或多人在批租的持續期內不得及不會利用該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」；
 - 「已就該片或該幅土地花費總共十萬元作可估值的整修的所述承租人或其前任人，須及會在1927年3月2日前，自費在特此予以批租之土地的某部分上，以良好、堅固及熟練的方式，並用同類中最好的材料搭建、建造及將之完全裝修至可用，一個或多個良好、堅固及以安全的磚塊或石材構建的宅院或物業單位，並須配備適當的圍欄、牆壁、污水渠、排水渠以及所有其他慣常或必要的附屬設施，並須及會在上述1927年3月2日前，對此再進一步花費最少五萬元，而所述的宅院或物業單位的建築、立面、特徵及描述應保持一致的標準，亦須與同一街道上毗鄰的建築物（如有的話）有一致的座向和排列方式。一切工程須進行以達致皇上陛下、其世襲繼承人、繼任人或受讓人（現工務司司長）的測量師滿意」*；
*(*註：此段所列明之租契內的建築規約已無效，並不適用於發展項目。)*
 - 「所述承租人須及會在此後、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特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、清洗及任何的修改工程。一切工程須進行以達致皇上陛下、其世襲繼承人、繼任人或受讓人的測量師滿意」；
 - 「所述承租人須及會在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、修葺及修改在特此表明予以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、行人路、渠道、圍欄及共用牆、通風管、私家或公共污水渠及排水渠。該比例由皇上陛下、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」；
 - 「皇上陛下、其世襲繼承人、繼任人或受讓人有合法權利透過其或他們的測量師或獲指派代表其或他們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表明予以批租的處所，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，將會發出或在該處所或其某部分留下書面通知或警告予所述承租人，要求所述承租人在其後三個曆月內對此進行維修及修正。而所述承租人須在每個該通知或警告發出後三個曆月內，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」；及
 - 「皇上陛下、其世襲繼承人、繼任人及受讓人擁有全權就為改善所述香港殖民地，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、進入及再佔管特此表明予以批租的處的所有或任何部分，並根據皇上陛下、其世襲繼承人、繼任人或受讓人的測量師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」。
- 儘管上文第3(a)段有所限制，但根據一份日期為2021年3月17日，並登記於土地註冊處摘要編號為21041501860015的厭惡性行業牌照，該等地段的註冊擁有人、其遺囑執行人、遺產管理人及受讓人，及如是公司，其繼承人及受讓人，獲准於該等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。
- 租契經一份日期為1957年8月31日，並登記於土地註冊處摘要編號為UB265103的歸還及地役權授予契據修改（下稱「歸還契據」），憑此九龍海旁地段第28號的一部分，即九龍海旁地段第28號A分段，被歸還予政府，而其包括以下條款：-
 - 「歸還人特此授子女皇陛下、其世襲繼承人及繼任人所有自由及不受阻撓地鋪設和使用所述污水渠或排水渠的權利，以便從所述以黃色顯示的該片土地或從所有、任何或其中一片其毗鄰的土地的污水和土壤的通過或輸送，以及在上述所提及的年期持續期間，女皇陛下、獲授權的官員、僕人和工人，均享有完全的自由及不受阻撓的權利和自主，不時及在任何時間，為重鋪、修葺及保養上述污水渠或排水渠的所有接駁，合理和適當地進入上述以黃色顯示的該片土地」；及

- 「在所述政府租契授予的年期剩餘期間，歸還人不得在上述以黃色顯示的該片土地的任何部分上豎立任何建築物或其他構築物」。

註：

- 詳情請參考租契及歸還契據。租契及歸還契據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。
- 除非本售樓說明書另有定義，否則本批地文件摘要內所採用的詞彙與該詞彙在租契及歸還契據（視乎情況而定）內的涵義相同。

1. The development is situated on The Remaining Portion of Section K of Kowloon Marine Lot No. 28 and The Remaining Portion of Sub-section 2 of Section M of Kowloon Marine Lot No. 28 (collectively, “**the Lots**”).
2. The Lots are held under the Government lease of Kowloon Marine Lot No. 28 (“**the Lease**”) for a term of 999 years commencing from 5th August 1871.
3. The Lease contains the following provisions:-
 - (a) “the said lessees, or any other person or persons, 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 licence of His said Majesty, His Heirs, Successors or Assigns, signified in writing by the Governor of the said Colony of Hongkong, or other person duly authorized in that behalf”;
 - (b) “the said lessees or their predecessors having already expended a sum of one hundred thousand dollars in rateable improvements on the said piece or parcel of ground, shall and will, before the 2nd day of March 1927, at their own proper costs and charges, erect, build and completely finish fit for use, in a good, substantial and workmanlike manner and with the best materials of their respective kinds, 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 before the said 2nd March 1927 lay out and expend thereon the further sum of fifty thousand dollars at the least, 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 a uniform manner with the buildings (if any) immediately adjoining in the same Street, and the whole to be done to the satisfaction of the Surveyor of His said Majesty, His Heirs, Successors or Assigns (now the Director of Public Works)”*;
(*Note: This is an expired building covenant contained in the Lease and is not applicable to the development.)
 - (c) “the said lessees, 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”;
 - (d) “the said lessees 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 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”;
 - (e) “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 and come 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 said premises, or some part thereof, unto or for the said lessees, 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 said lessees will repair and amend the same accordingly”;
 - (f) “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 Hongkong, or for any other public purpose whatsoever, Three Calendar Months’ notice being given to the said lessees 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, 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”.
4. Notwithstanding the above restrictions at paragraph 3(a) above, an Offensive Trade Licence dated 17th March 2021 and registered in the Land Registry by Memorial No. 21041501860015 was granted, allowing the registered owner of the Lots, his executors, administrators 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 Lots subject to the conditions imposed therein.
5. The Lease is modified by a Deed of Surrender and Grant of Easement dated 31st August 1957 and registered in the Land Registry by Memorial No. UB265103 (“**Deed of Surrender**”) whereby a portion of Kowloon Marine Lot No. 28, namely Section A of Kowloon Marine Lot No. 28, was surrendered to the Government, and it contains the following provisions:-
 - (a) “the Surrenderor doth hereby grant unto Her said Majesty Her Heirs and Successors ALL THAT the free and uninterrupted right of laying and using the said sewer or drain for the passage or conveyance of sewage water and soil from the said piece of land coloured yellow aforesaid or from all any or either of the lands adjoining the same AND ALSO full free and uninterrupted right and liberty for Her Majesty authorized officers servants and workmen from time to time and at all times during the continuance of the term of years hereinbefore mentioned to enter into and upon the said piece of land coloured yellow aforesaid for the purposes of relaying repairing and maintaining all such connections with the said sewer or drain as may be reasonable and proper in that behalf”;
 - (b) “the Surrenderor should not during the residue of the term of years granted by the said Crown Lease erect any buildings or other structures on any part of the said piece of land coloured yellow aforesaid”.

Remarks:

1. For full details, please refer to the Lease and the Deed of Surrender. Full scripts of the Lease and the Deed of Surrender are available for free inspection upon request at the sales office during opening hours and copies of the Lease and the Deed of Surrender 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 and the Deed of Surrender, as the case may be.