

15 批地文件的摘要

SUMMARY OF LAND GRANT

1. 發展項目位處於內地段第444號A段餘段、內地段第444號B段餘段、內地段第444號餘段、內地段第446號B段餘段及內地段第446號餘段（統稱「該地段」）。
2. 該地段是根據2份政府租契持有，即(i)日期為1875年7月26日的內地段第444號政府租契；及(ii)日期為1875年7月26日的內地段第446號政府租契(統稱「租契」)。每份租契的批租年期由1860年12月26日開始999年。
3. 租契規定如非事先獲得陛下、其世襲繼承人、繼承人或受讓人或其他為此獲授權人士的許可，該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，或當中任何或其中的行業或業務，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。根據一份日期為2024年1月24日並登記於土地註冊處註冊摘要編號為24052300310046的厭惡性行業牌照，政府經已批准該地段的註冊業主在該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. 租契規定承租人須及會在1861年12月25日前，自費在特此予以批租之土地的某部分上，以良好、堅固及熟練的方式搭建、建造及將之完全裝修至可用，一個或多個良好、堅固及安全的磚塊或石材構建的設施及建築物，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1861年12月25日前，對此再進一步花費最少六百六十元，而所述的設施及建築物的建築、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設施及建築物一致的座向和排列方式。一切工程須進行以達致陛下、其世襲繼承人、繼任人或受讓人的測量師滿意。如上述要求的設施及建築物未能於上述1861年12月25日前完成，承租人則須及會在其後的六個月內，根據陛下、其世襲繼承人、繼任人或受讓人、或其委任人的要求，自費在其後的六個月內完成該些要求，以達致陛下、其世襲繼承人、繼任人或受讓人的測量師滿意。

(*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。)
5. 租契規定承租人此後不時及無論何時，在該地段上之宅院或物業單位及所有豎設物及建築物完成後，於該文協定的餘下批租年期內及每當有需要時或情況要求時，必須及將會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單位及所有豎設物及建築物，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、其世襲繼承人、繼承人或受讓人的測量師滿意。
6. 租契規定承租人此後不時及無論何時於該文協定的批租年期內，將會不時按需要承擔、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、修葺及修改在該地段或該地段的任何部分所需的、或於其內的、或屬於其的並與鄰近或毗鄰處所共用的所有或任何道路、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。有關的付款比例由陛下、其世襲繼承人、繼承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。
7. 租契規定陛下、其世襲繼承人、繼承人及受讓人保留所有政府就其為香港殖民地的道路、公共建築或其他公共目的所需，在該地段之內、之下或之上的礦產、礦物及石礦、及所有現時或其後於在批租的持續期內於在該地段或其任何部分之下或之上的土壤、泥土、泥灰岩、黏土、自墜、磚土、礫石、砂、石頭及石堆、及其他土料或材料；陛下、其世襲繼承人、繼承人及受讓人、其代理人、傭人及工人有權於在批租的持續期內於合理時間內自由進出及穿越在該地段或其任何部分，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、轉用及移走上列保留之礦物、石頭、土料及其他事物或其任何部分，惟須對承租人造成盡可能少的損害；陛下、其世襲繼承人、繼承人及受讓人亦有全權於該地段內、穿過、或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。
8. 租契規定陛下、其世襲繼承人、繼承人或受讓人有合法權利透過其測量師或獲指派代表等的其他人在該批租年期內，每年兩次或多次在日間的所有合理時間內進入該地段及任何時候興建在該地段之任何宅院或物業單位從而視察、搜查及觀看其狀況。每當視察時發現有任何頹敗、損壞及需要維修及修正的地方時，須在該地段留下書面通知或警告予以以及要求承租人在三個曆月內，就上述問題進行維修及修正。在每個書面通知或警告按上述方式發出或留下後，承租人向陛下、其世襲繼承人、繼承人及受讓人契諾、承諾及同意於其後三個曆月內就該些頹敗、損壞及需要維修及修正的地方進行維修及修正。
9. 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、其世襲繼承人、繼承人及受讓人有全權可向佔用者在發出三個曆月的通知後，並且根據陛下、其世襲繼承人、繼承人或受讓人的測量師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，從而收回及佔管在該地段的所有或任何部分。

註：

1. 詳情請參考政府租契。政府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政府租契內的意思相同。

1. The development is situated on The Remaining Portion of Section A of Inland Lot No.444, The Remaining Portion of Section B of Inland Lot No.444, The Remaining Portion of Inland Lot No.444, The Remaining Portion of Section B of Inland Lot No.446 and The Remaining Portion of Inland Lot No.446 (collectively the "Lots").
 2. The Lots are respectively held under two Government Leases, namely, (i) the Government Lease of Inland Lot No.444 dated 26th July 1875 and (ii) the Government Lease of Inland Lot No.446 dated 26th July 1875 (collectively "the Leases"). Each of the Lots is held for a term of 999 years commencing from 26th December 1860.
 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 or either of them, or any other noisy, noisome or offensive trade or business whatever, without the previous license of Her said Majesty, Her Heirs, Successors or Assigns, signified by the Governor of the said Colony of Hongkong, or other person duly authorized in that behalf. By an Offensive Trade Licence dated 24th January 2024 and registered in the Land Registry by Memorial No.24052300310046, 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 therein.
 4. The Leases require the lessee shall and will, before 25th December 1861, 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 thereby demised, with proper fences, walls, sewers, drains and all other usual or necessary appurtenances, and shall and will before 25th December 1861 lay out and expend thereon the further sum of six hundred and sixty dollars 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. And also that in case the said messuage or tenement shall not have so as aforesaid been built and completely finished with such additions and appurtenances as aforesaid before 25th December 1861, according to the covenant next thereinbefore contained then that the lessee shall and will, before the expiration of six calendar months next after the said Surveyor of Her said Majesty, Her Heirs, Successors or Assigns, or such other person as the Governor shall in that behalf appoint, shall have required him so to do, at his and their own proper costs and charges, to complete the aforesaid requirements to the satisfaction of the Surveyor of Her said Majesty, Her Heirs, Successors or Assigns, within the expiration of such six calendar months;*
- (*Note: This is an expired building covenant contained in the Lease and is not applicable to the development.)
5. The Leases require the lessee shall and will, from time to time, and at all times from and after the said messuage or tenement, erections and buildings on the Lots shall be respectively completed and finished,

during the remainder of the said term thereby 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 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.

6. The Leases require the lessee shall and will, during the term thereby 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, pavement, channels, fences and part-walls, draughts, private or public sewers and drains, requisite for, or in, or belonging to the Lots, 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.
7. The Leases except and reserved unto Her said Majesty, Her Heirs, Successors and Assigns, all Mines, Minerals, and Quarries of Stone in, under and upon the Lots, and all such Earth, Soil, Marl, Clay, Chalk, Brick-earth, Gravel, Sand, Stone and Stones, and other Earths or Materials, which now are or thereafter during the continuance of the demise, shall be under or upon the Lots, or any part or parts thereof, as Her said Majesty, Her Heirs, Successors and Assigns may require for the Roads, Public Buildings, or other Public Purposes of the said Colony of Hongkong; with fully 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 the 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 Lots, 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; and save and except also full power to make and conduct in, through and under the Lots, all and any public or common sewers, drains or watercourses.
8. The Leases provide that 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 Lots, 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 Lots, unto or for the lessee 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 thereby 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.
9. The Leases further except and reserve unto Her said Majesty, Her Heirs, Successors and Assigns, full power to resume and take possession of all or any part of the Lots, 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 Occupant thereof of its being so required, and a full and fair compensation for the Lots and the Buildings thereon, being paid to the lessee at a valuation to be fairly and impartially made by the Surveyor of Her said Majesty, Her Heirs, Successors or Assigns.

Notes:

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