

- 發展項目位處於內地段第120號B分段第1小分段（下稱「第一地段」）及內地段第122號B分段第1小分段餘段（下稱「第二地段」）。第一地段及第二地段以下統稱「該等地段」。
- 第一地段是根據一份日期為1850年4月26日有關內地段第120號的政府租契持有（下稱「第一政府租契」），批租年期為999年，由1849年6月25日開始生效。第二地段是根據一份日期為1850年4月26日有關內地段第122號的政府租契持有（下稱「第二政府租契」），批租年期為75年，由1844年1月22日開始生效，該批租年期經一份日期為1917年5月29日的續期契約延長924年。第一政府租契及第二政府租契以下統稱「政府租契」。
- 每份政府租契均包括以下條款：
 - 「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女皇陛下、其世襲繼承人、繼承人或受讓人已給予許可，承租人、其遺囑執行人、遺產管理人及受讓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、垃圾清理的任何或其中的行業或業務，或任何其他發出噪音、惡臭或令人厭惡的行業或業務」；
 - 「承租人、其遺囑執行人、遺產管理人或受讓人須於在批租年期的第一年的期限屆滿前自費於在此批租的土地之某部分上以良好、堅固及熟練的技術方式搭建、建造及將之完全裝修至可用，一或多個良好、堅固及安全的磚塊或石材結構的宅院或物業單位，而該宅院或物業單位須配備適當的圍欄、牆壁、污水渠、排水渠及所有其他通常或必要的附屬設施，並須就此花費及總支出〔五萬元英鎊（就第一政府租契而言）或{無法辨認的*}（就第二政府租契而言）〕及以上。所述的宅院或物業單位須有與同一街道上的宅院或物業單位同樣等級的建築、立面特徵及描述及一致的座向及排列方式。一切工程須使女皇陛下、其世襲繼承人、繼承人或受讓人之測量師滿意」；
（註釋：此段所列明之政府租契內的建築規約已無效，並不適用於發展項目。）
 - 「承租人、其遺囑執行人、遺產管理人及受讓人在所有時候，從及於在此批租的土地上所述的宅院或物業單位、豎設物及建築物分別完成和結束後，於該批租年期的剩餘時期內及不時，每當有需要時或情況要求時，必須及將會自費妥善及充分地修葺、維持、支持、保養、鋪設、清洗、洗滌、清潔、清空、修改及保存所述的宅院或物業單位、豎設物及建築物，以及所有屬於並且以任何形式附屬於或關連該處的牆壁、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，以令女皇陛下、其世襲繼承人、繼承人或受讓人的測量師滿意」；
 - 「承租人、其遺囑執行人、遺產管理人及受讓人於批租年期內，必須及將會不時按需要承擔、支付及允許以合理份額和比例計算的費用及收費，以支付建造、建築、支持、修葺及修改該處所或其任何部分所需的、或於其內的、或屬於該處所並且與其他鄰近或毗鄰處所共用的所有或任何道路、行人道、渠道、圍欄及共用牆、排氣管、私家或公共污水渠及排水渠。有關的付款比例由女皇陛下、其世襲繼承人、繼承人或受讓人的測量師釐定及確定，並且可當作欠繳地租的性質追討」；
 - 「女皇陛下、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彼等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在此批租的該幅土地及進入於

任何時間在其上建築的宅院或物業單位從而視察、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，將會發出或在批租的該處所留下書面通知或警告，要求承租人、其遺囑執行人、遺產管理人或受讓人在其後三個曆月內對其進行維修及修正。承租人自己、其遺囑執行人、遺產管理人及受讓人在此契約、承諾及同意女皇陛下、其世襲繼承人、繼承人及受讓人，會按照上文所述發出或留下每項通知或警告後三個曆月內維修及修正所有該頹敗、損壞及需要維修及修正之處」；

- 保留予「女皇陛下、其世襲繼承人、繼承人及受讓人擁有全權收回及佔管在此批租的該片或該幅土地或其任何部分，如為改善所述香港殖民地或任何其他公共目的所需，在向該土地佔用者給予三個曆月有關該需要的通知後，並根據女皇陛下、其世襲繼承人、繼承人或受讓人的測量師公平和客觀地對該土地及其上之建築物作出估值，向承租人、其繼承人、遺囑執行人、遺產管理人或受讓人作出充分和合理的賠償，而就所述的估值，對承租人、其繼承人、遺囑執行人、遺產管理人或受讓人因任何上述改善或公共目的所產生的利益，獲准許與因所述收回而導致他或他們可能蒙受的任何損失作抵銷」；
- 亦保留「所有政府就其為香港殖民地的道路、公共建築物或其他公共目的所需，在該處所之內、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該處所或其任何部分之下或之上的泥灰岩、黏土、白堊、磚土、礫石、砂、石頭及石堆、及其他土料或材料；女皇陛下、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年內的合理時間內自由進出及穿越前述在此批租的處所或其任何部分，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、採礦、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，惟須對承租人、其遺囑執行人、遺產管理人或受讓人造成盡可能少的損害；亦保留全權於該在此批租的處所內、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」；及
- 「女皇陛下、其世襲繼承人、繼承人或受讓人，或其及他們的代理人，或任何獲其或他們指派的代表有合法權利，在上述〔999（就第一政府租契而言）或75（就第二政府租契而言）〕年的批租年期的最後七年內，在日間任何合理時間進入在此批租的處所，以製作一張附錄或清單，紀錄所有及每項在上述批租年期期滿時會如上述被讓出的固定附著物和物件」。

- 儘管上文第3(a)段有所限制，根據一份日期為2019年10月25日，並在土地註冊處以註冊摘要編號19112700950037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、遺產管理人及受讓人，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。

註：

- 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。
- 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。{無法辨認的*}= 此部分無法從土地註冊處獲取的政府租契經核證真實副本中辨認。

1. The development is situated on Sub-section 1 of Section B of Inland Lot No. 120 ("the 1st Lot") and the Remaining Portion of Sub-section 1 of Section B of Inland Lot No. 122 ("the 2nd Lot"). The 1st Lot and the 2nd Lot are collectively referred to as "the Lots".
2. The 1st Lot is held under the Government lease of Inland Lot No. 120 dated 26th April 1850 ("the 1st Government Lease") for a term of 999 years commencing on 25th June 1849. The 2nd Lot is held under the Government lease of Inland Lot No. 122 dated 26th day of April 1850 ("the 2nd Government Lease") for a term of 75 years commencing on 22nd January 1844 which term has been extended by an Indenture of Extension dated 29th May 1917 for a further term of 924 years. The 1st Government Lease and the 2nd Government Lease are collectively referred to as "the Government Leases".
3. Each of the Government Leases contains the following provisions:-
 - (a) "that the [Lessee], his executors, administrators, and assigns, 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 or either of them, or any other noisy, noisome, or offensive trade or business whatever, without the previous licence 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";
 - (b) "that the [Lessee], his executors, administrators, or assigns, shall, and will, before the expiration of the first year of the term hereby granted, 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 hereby demised, with proper fences, walls, sewers, drains, and all other usual or necessary appurtenances, and shall and will lay out, and expend thereon the Sum of [Fifty Thousands Sterling (for the 1st Government Lease) or {illegible*} (for the 2nd Government Lease)] 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";
(Note: This is an expired building covenant contained in the Government Leases and is not applicable to the development.)
 - (c) "that the [Lessee], his executors, administrators, and assigns, shall, and will from time to time, and at all times, from and after the said messuage or tenement, erections and buildings on the said piece of ground hereby demised shall be respectively completed and finished, during the remainder of the said term hereby 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 said 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";
 - (d) "that the [Lessee], his executors, administrators, and assigns 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, supporting, 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 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 Surveyor of Her said Majesty, Her Heirs, Successors, or Assigns, and shall be recoverable in the nature of rent in arrear";
 - (e) "that it shall, and may be lawful to, and for Her said Majesty, Her Heirs, Successors, or Assigns, by Her, or their Surveyors, 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 said parcel of ground hereby demised, 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 said demised premises, unto, or for the [Lessee], his executors, administrators, or assigns, 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, he the [Lessee] for himself, his executors, administrators, and assigns, doth hereby 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";
 - (f) It is except and reserved unto "Her said Majesty, Her Heirs, Successors, and Assigns full power to resume and take possession of all or any part of the said piece or parcel of Ground hereby 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 occupant thereof of its being so required, and a full and fair compensation for the said land and the buildings thereon, being paid to the [Lessee], his heirs, executors, administrators or assigns, at a valuation to be fairly and impartially made by the Surveyor of Her said Majesty, Her Heirs, Successors, or Assigns, and in which said valuation, the benefit to accrue to the [Lessee], his heirs, executors, administrators, or assigns from any such improvement, or public purpose shall be allowed by way of Set off against any damage, he, or they may suffer from such resumption as aforesaid";
 - (g) It is except and reserved also "all Mines, Minerals, and Quarries of stone in under and upon the said premises, and all such 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 premises, 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 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 premises herein before demised, to view, quarry, 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], his executors, administrators, or assigns; and save and except also full power to make and conduct in, through, and under the said hereby demised premises, all and any public or common sewers drains or watercourses"; and

(h) "that it shall be lawful for Her said Majesty, Her Heirs, Successors, or Assigns, or Her, and their Agent, or any person or persons deputed by him, or them, to enter into, and upon the premises hereby demised, at any reasonable hours in the day time, within the last seven years of the aforesaid term of [nine hundred and ninety nine (for the 1st Government Lease) or seventy-five (for the 2nd Government Lease)] years, to take a Schedule, or Inventory of all, and every the fixtures and things to be yielded up at the expiration thereof, as aforesaid".

4. Notwithstanding the above restrictions at paragraph 3(a) above, an Offensive Trade Licence dated 25th October 2019 and registered in the Land Registry by Memorial No. 19112700950037 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.

Remarks:

1. For full details, please refer to the Government Leases. Full scripts 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.
{illegible*} = Those parts are not legible from the respective certified true copies of the Government Leases obtained from the Land Registry.