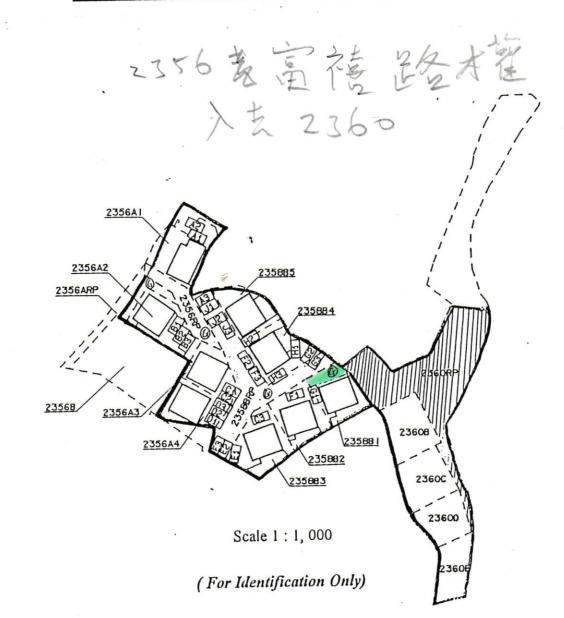
## <u>A/NE-PK/213, A/NE-PK/214 & A/NE-PK/215</u>

### We reply to TD's comments

- A. Our three parking lots have an average of 15-20 vehicle entries and exits per day, and they have always been used by the residents of Ping Kong Village. Our parking lots have been in use for many years, even before the application for parking lot No. A/NE-PK/202 ,used earlier than other parking lots. The relevant vehicles are also the original vehicles within Ping Kong Village, not vehicles that were added later. Therefore, our parking lots are original and not an addition, and they will not affect the traffic in Ping Kong Village.
- B. The applicant is also one of the property owners of the relevant road, thus granting the applicant the right to use that section of the road to access the parking lot. Please refer to the attached right of way document.
- C. The existing 58K minibus stop was originally located at the main entrance of old Ping Kong Village. However, due to ongoing construction in that area, the minibus stop has been temporarily relocated near the application site. We will not install any gates or fence at our application site, and we will allocate part of the space for minibus u- turning. Additionally, we will place signs in visible areas to remind relevant vehicles to be aware of minibus entries and exits. We will notify all vehicle owners that they must give way to the minibus when entering or exiting. At the same time, most of our vehicles leave early and return late, so there will be minimal impact on the temporary minibus stop.
- D. For application no. A/NE-PK/215, vehicles (LGV) will turn around at the rear of the application site and then drive to the parking space to conduct parallel parking. Please refer to the routing plan (Plan No. RP/1). For application no. A/NE-PK/213 & A/NE-PK/214, the light goods vehicle spaces are designated for Van -Type Light Goods Vehicle, so parking space size 5m x 2.5m is sufficient for parking.
- E. The application site has sufficient space for vehicles to turn around, so all vehicles are not queue back to public roads or reverse onto/from public road.
- F. We will not install any gates or fence at our application site, so all vehicles are not cause queuing outside the subject site.
- G. We will install signs in prominent areas of the parking lot to remind pedestrians to stay safe and to notify all parking space users to be cautious of pedestrian safety when entering and exiting the parking lot. H. We will obtain consent of the owners/managing department of the concerned Ping Kong Road and local track for using it as the vehicular access to the subject site if necessary.

## Lots Nos. Sub-Sections of 2356 Sec.A & Sub-Sections of 2358 Sec.B in D.D.91, North, N.T.



colour code : G = Green



爆爆勝 文才好 股幣后

侯辉虎

Prepared by Sam Mak & Assocciates Surveyors Ltd. KLL/kong

N

Dated the 5th day of February 1996

DEED

\*\*\*\*\*\*

I hereby certify that this is a true and correct copy of the original. Rene Hout, Solicitor Hong Kong 1 9 MAR 1996

E

RENE HOUT & CO., SOLICITORS, GROUND FLOOR, NO.7 TUNG SAU SQUARE, TAI PO, NEW TERRITORIES, HONG KONG.

Ref : RH/1/4585/95 ky (DEED/A-5)

hundred and ninety six

BETWEEN the parties whose respective names and addresses or registered offices are more particularly set out in the First Column of the First Schedule hereto ("the Grantors") and the parties whose respective names and addresses or registered offices are more particularly set out in the First Column of the Second Schedule hereto ("the Grantees").

WHEREAS :-

(1) The Grantors are the respective owners of All Those pieces or parcels of ground registered in the North New Territories Land Registry by various lot numbers all in Demarcation District No.91 as set out in the Second Column of the First Schedule hereto ("the Grantors' Lots").

(2) The Grantees are the respective owners of All Those pieces or parcels of ground registered in the North New Territories Land Registry by various lot numbers all in Demarcation District No.91 as set out in the Second Column of the Second Schedule hereto ("the Grantees' Lots").

(3) The Grantors' Lots and the Grantees' Lots are all held from the Crown for the residue of the term of years created by the Crown Leases thereof (as extended until the 30th day of June 2047 under Section 6 of the New Territories Leases (Extension) Ordinance Cap.150).

(4) By divers agreements, the Grantors agreed to grant among themselves and to the Grantees a right of way on or passing through portions of the Grantors' Lots leading from the main road to the Grantees' Lots in manner hereinafter appearing.

# THIS DEED is made the 5<sup>th</sup> day of *February*. One Thousand nine hundred and ninety six

BETWEEN the parties whose respective names and addresses or registered offices are more particularly set out in the First Column of the First Schedule hereto ("the Grantors") and the parties whose respective names and addresses or registered offices are more particularly set out in the First Column of the Second Schedule hereto ("the Grantees").

#### WHEREAS :-

(1) The Grantors are the respective owners of All Those pieces or parcels of ground registered in the North New Territories Land Registry by various lot numbers all in Demarcation District No.91 as set out in the Second Column of the First Schedule hereto ("the Grantors' Lots").

(2) The Grantees are the respective owners of All Those pieces or parcels of ground registered in the North New Territories Land Registry by various lot numbers all in Demarcation District No.91 as set out in the Second Column of the Second Schedule hereto ("the Grantees' Lots").

(3) The Grantors' Lots and the Grantees' Lots are all held from the Crown for the residue of the term of years created by the Crown Leases thereof (as extended until the 30th day of June 2047 under Section 6 of the New Territories Leases (Extension) Ordinance Cap.150).

(4) By divers agreements, the Grantors agreed to grant among themselves and to the Grantees a right of way on or passing through portions of the Grantors' Lots leading from the main road to the Grantees' Lots in manner hereinafter appearing. NOW THIS DEED WITNESSETH that in pursuance of the said agreements and in consideration of the mutual grant among the Grantors and the grant to the Grantees, the Grantors and the Grantees hereto for themselves their respective executors administrators and assigns or the survivor or survivors of them and the executors and administrators of such survivor his or their assigns or their successors and assigns as the case may be to the intent that the covenants herein contained shall bind them and each and every one of them and the owner or owners for the time being of the Grantors' Lots and the Grantees' Lots DO and each of them DOTH hereby covenant with the other party or parties in manner hereinafter mentioned :-

1. The Grantors and each of them DOTH DO hereby grant unto the others of them and unto the Grantees or the owners and occupiers for the time being of all the Grantors' Lots and the Grantees' Lots a full free and uninterrupted right of way measuring 10 feet in width with access gates thereto measuring 14 feet in width for them and their respective tenants servants agents visitors and other persons authorised by them (in common with other persons having the like right) at all times hereafter and for all purposes connected with the proper use and enjoyment of their respective premises to go pass and repass with or without vehicles through over along and upon the section of the road and footpath constructed on a portion or portions of each of the Grantors' Lots as shown and coloured Green on the Plan annexed hereto ("the Right of Way") TO HOLD the said Right of Way unto all the parties hereto for the residue of the said term of years under the Crown Leases thereof SUBJECT to the payment of the share of the charges hereinafter mentioned.

21 The Grantees DO and each of them DOTH hereby covenant with the Grantors and each of them that :-

- (a) only the owner and the occupier for the time being of each of the Grantors' Lots and the Grantees' Lots shall be entitled to the right and enjoyment of the Right of Way in manner herein described and none of the Grantees shall be entitled to use the Right of Way or any part thereof with vehicles as an access to or from any land adjoining the Grantors' Lots and the Grantees' Lots;
- (b) the Grantees hereto will at all times keep the Right of Way unobstructed and keep and maintain in good repair and condition the Right of Way, all access gates thereto and the road lamps on the Grantors' Lots;
- (c) each of the Grantees (save and except the owners of The Remaining Portion of Lot No.2360 in Demarcation District No.91) shall respectively contribute equally his share of the costs and expenses ("the shares") as hereinafter described in respect of the maintenance, repair and upkeeping of the Right of Way, all access gates and the road lamps on the Grantors' Lots, that is to say, each of the Grantees shall bear 1/13th share of the said costs and expenses (which shall also include the Crown Rent of Lots Nos.2356RP and 2358BRP in Demarcation District No.91); the parties hereto agree that none of the Grantors shall be required to contribute towards any of the said costs and expenses;

- (d) save and except for the purposes of carrying out construction works in respect of the development of Lots Nos.2360B, 2360C, 2360D, 2360E and Portion of Lot No.2360RP all in Demarcation District No.91 or for the transportation of furniture and household wares or for the supply of liquid petroleum gas to the Grantees' Lots, no vehicles exceeding 2.5 tonnes shall be permitted to use the Right of Way or any part thereof;
- (e) each of the Grantees shall at his own costs and expenses erect and complete the outer boundary walls enclosing the Grantees' Lots which boundary walls are more particularly delineated and set out in red on the Plan annexed hereto and each of the Grantees shall be responsible for the upkeep and maintenance of the portion of the boundary walls erected or to be erected on his own Lot.

3. Any notice required to be given under this Deed shall be deemed duly served if left at or sent by ordinary post to the address specified in this Deed of the party to be served or such other address as may have been notified in writing by or on behalf of such party to the other parties hereto. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post on the third day (not being a Sunday or public holiday in the place where the addressee is located) next following the date of posting.

4. AND IT IS HEREBY DECLARED that in this Deed (if the context so permits or requires) words importing the singular number only shall include the plural number, and vice versa; words

importing the masculine gender only shall include the feminine gender and the neuter gender; and words importing persons shall include companies or corporations; and whenever applicable any covenant contained in this Deed which binds a person or persons shall so far as possible be deemed to bind such person or persons jointly and severally.

#### THE FIRST SCHEDULE ABOVE REFERRED TO

#### FIRST COLUMN

#### SECOND COLUMN

Names of the Grantors and their addresses/ registered offices Lot Number (all in Demarcation District No.91) registered in the name of the Grantor whose name appears on the first column directly opposite to this Column

RICHAPPY INVESTMENT LIMITED ( 富禧 投貨有限 公司 ) whose registered office is situate at

and HAU YING KIT (侯奖傑) and HAU KAN SUM ( 係根深) both of

as Tenants in Common in the following shares, i.e. 2/3 shares thereof to Richappy Investment Limited and 1/3 share thereof to Hau Ying Kit and Hau Kan Sum

RICHAPPY INVESTMENT LIMITED ( 富 禧 投 衛 有 限 伝司 ) whose registered office is situate at

HAU POON SEK (係盤石) and HAU WAI SHING ( 候傳勝) both of

Tenants in Common in equal shares

HAU SEK TONG (候錫堂) of

×

The Remaining Portion of Lot

No.2356

The Remaining Portion of Section A of Lot No.2356

The Remaining Portion of Section B of Lot No.2358

Subsection 1 of Section B of Lot No.2358

as

#### THE SECOND SCHEDULE ABOVE REFERRED TO

#### FIRST COLUMN

#### SECOND COLUMN

Names of the Grantors and their addresses/ registered offices Lot Number (all in Demarcation District No.91) registered in the name of Grantee whose name appears on the first Column directly opposite in this Column

HAU TAK TAI TEDDY (侯德泰) of

HAU CHAK MAN (候選民)

HAU FUK WAH (侯福華) of

HAU KIN HING (侯健興)

HAU SEK TONG (侯錫堂) of

HAU WAI SUM (侯恵森) of

HAU KAM LUNG (侯金龍) of

Subsection 1 of Section A of Lot No.2356

Subsection 2 of Section A of Lot No.2356

Subsection 3 of Section A of Lot No.2356

Subsection 4 of Section A of Lot No.2356

Subsection 1 of Section B of Lot No.2358

Subsection 2 of Section B of Lot No.2358

Subsection 3 of Section B of Lot No.2358

FIRST COLUMN	SECOND COLUMN
HAU SIK MING (侯錫明) of	Subsection 4 of Section B of Lot No.2358
HAU SIK CHEONG (侯錫昌) of	Subsection 5 of Section B of Lot No.2358
HAU LUK(族族)	Section B of Lot No.2360
HAU MATTHEW PETER (侯英雄) of	Section C of Lot No.2360
HAU DAVID(候奖信)	Section D of Lot No.2360
HAU KWAN TAK (侯均達) of	Section E of Lot No.2360
HAU YING KIT (侯 葉 傑 ) and HAU KAN SUM ( 侯 根 深 ) both of as Tenants in Common in equal shares	Portion of The Remaining Portion of Lot No.2360 (which portion is shown on the plan annexed hereto and hatched Black)
IN WITNESS WHEREOF the	e parties hereto have caused this

Deed to be duly executed under seal the day and year first above written.

SEALED with the Common Seal of ) the Grantor, Richappy Investment ) Limited and SIGNED by Hau Poon Sek ) and Hau Wai Shing, ) its Directors, in the presence of :-)

WONG YEE MAN WINNIE Clerk to Rene Hout & Co., Solicitors, Hong Kong

SIGNED SEALED and DELIVERED by the Grantors, Hau Ying Kit and Hau Kan Sum, in the presence of :-

TSANG KWOK FUN SOLICITOR, HONG KONG

SEALED with the Common Seal of ) the Grantor, Richappy Investment ) Limited and SIGNED by Hau Poon Sek ) and Hau Wai Shing, ) its Directors, in the presence of :-)

WONU YEE MAN WINHIE Clerk to Rene Hout & Co., Solicitors, Hong Kong

SIGNED SEALED and DELIVERED by the Grantors, Hau Poon Sek and Hau Wai Shing, in the presence of :-

WONG YEE MAN WINNE Clerk to Rene Hout & Co., volicitors, Hong Kong

SIGNED SEALED and DELIVERED by the Grantor, Hau Sek Tong, in the presence of  $:- \lambda$ 

WONG YEE MAN WINNIE Clerk to Rene Hout & Co., Solicitors, Hong Kong



Holder of Hong Kong Identity Holder of Hong Kong Identit Card No.

Hau Poon Sek and Hau Wai Shing, the lawful attorney of Hau Sek Tong



Hau Poon Sek, the lawful attorney of Hau Tak Tai Teddy



SIGNED SEALED and DELIVERED by the Grantee, Hau Tak Tai Teddy, in the presence of :7

WONG YEE MAN **VINNIE** Clerk to Rene Hout & Co., Solicitors, Hong Kong

SIGNED SEALED and DELIVERED by the Grantee, Hau Chak Man, in the presence of : /

WONG YEE MAN WINNIE Clerk to Rene Hout & Co., Solicitors, Hong Kong

SIGNED SEALED and DELIVERED by the Grantee, Hau Fuk Wah, in the presence of :-/

WONG YEE MAN WINNIE Clerk to Rene Hout & Co., Solicitors, Hong Kong

SIGNED SEALED and DELIVERED by the Grantee, Hau Kin Hing, in the presence of :-/

WONG YEE MAN WINNIE Clerk to Rene Hout & Co., colicitors, Hong Kong

SIGNED SEALED and DELIVERED by the Grantee, Hau Sek Tong, in the presence of :-\_\_\_\_\_

WONG YEE MAN WINNIE Clerk to Rene Hout & Co., Solicitors, Hong Kong

SIGNED SEALED and DELIVERED by the Grantee, Hau Wai Sum, in the presence of :-

> WONG YEE MAN WINNIE Clerk to Rene Hout & Co., Solicitors, Hong Kong



Hau Poon Sek, the lawful attorney of Hau Chak Man





Hau Poon Sek, the lawful attorney of Hau Fuk Wah



Hau Wai Shing, the lawful attorney of Hau Kin Hing



Hau Poon Sek and Hau Wai Shing, the lawful attorney of Hau Sek Tong

Hau Wai Shing, the lawful attorney of Hau Wai Sum SIGNED SEALED and DELIVERED by the Grantee, Hau Kam Lung, in the presence of :- /

WONG YEE MAN WINNIE Clerk to Rene Hout & Co., Solicitors, Hong Kong

SIGNED SEALED and DELIVERED by the Grantee, Hau Sik Ming, in the presence of :-//

WONG YEE MAN WINNIE Clerk to Rene Hout & Co., Solicitors, Hong Kong

SIGNED SEALED and DELIVERED by the Grantee, Hau Sik Cheong, in the presence of :-/

WONG YEE MAN WINNE Clerk to Rene Hout & Co., Solicitors, Hong Kong

SIGNED SEALED and DELIVERED by the Grantee, Hau Luk, in the presence of :-

TSANG KWOK FUN

TSANG KWOK FUN SOLICITOR, HONG KONG

SIGNED SEALED and DELIVERED by the Grantee, Hau Matthew Peter, in the presence of :-

TSANG KWOK FUN SOLICITOR, HONG KONG

SIGNED SEALED and DELIVERED by the Grantee, Hau David, in the presence of :-

TSANG KWOK FUN

SOLICITOR, HONG KUNG 11

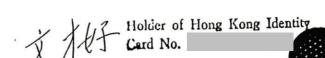
Hau Poon Sek and Hau Wai Shing, the lawful attorney of Hau Kam Lung



P Holder of Hong Kong Identity Card No.

Hau Chan Pui, the lawful attorney of Hau Sik Ming

Hau Chan Pui, the lawful attorney of Hau Sik Cheong



Man Choi Ho, the lawful attorney of Hau Luk

h7

Man Choi Ho , the lawful attorney of Hau Matthew Peter

Man Choi Ho, the lawful attorney of Hau David

SIGNED SEALED and DELIVERED by the Grantee., HAU KWAN TAK in the presence of :-

**TSANG KWOK FUN** SOLICITOR, HONG KONG

SIGNED SEALED and DELIVERED by the Grantees, Hau Ying Kit and Hau Kan Sum, in the presence of :-

TSANG KWOK LUN SOLICITOR, HONG KONG

INTERPRETED to the said Hau Poon Sek, Hau Wai Shing and Hau Chan Pyi by :-

WONG YEE MAN WINNIE Clerk to Rene Hout & Co., Solicitors, Hong Kong

INTERPRETED to the said Man Choi Ho by :-

TSANG KWOK FUN SOLICITOR, HONG KONG

文相好

Man Choi Ho, the lawful attorney of Hau Kwan Tak

文相

Man Choi Ho , the lawful attorney of Hau Ying Kit

Man Choi Ho , the lawful attorney of Hau Kan Sum

hereby verify the algnature FWONG YEE MAN WINNIE SENE HOUT, Solicitor

one Hout & Co., Solicitors, Hong Kong

