

城市規劃委員會

香港北角渣華道三百三十三號
北角政府合署十五樓

TOWN PLANNING BOARD

15/F., North Point Government Offices
333 Java Road, North Point,
Hong Kong.

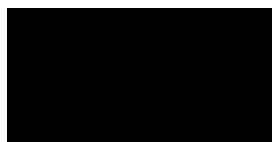
傳 真 Fax: 2877 0245 / 2522 8426

電 話 Tel: 2231 4810

來函檔號 Your Reference:

覆函請註明本會檔號
In reply please quote this ref.: TPB/A/NE-TK/768

郵遞及傳真函件 [REDACTED]



先生／女士：

在劃為「自然保育區」地帶的
大埔大美督第 28 約的政府土地
經營臨時商店及服務行業

(售賣小食及出租和存放與釣魚有關的用具)(為期三年)

我曾於二零二三年一月十二日發信給你。

城市規劃委員會(下稱「城規會」)在考慮這宗申請後，決定根據《城市規劃條例》第 16 條，按照你向城規會所提交申請的內容，批准這宗規劃許可申請。這項規劃許可屬臨時性質，有效期為三年，至二零二六年三月三日止，並須附加下列條件：

- (a) 在規劃許可有效期內的任何時間，不得在申請地點的渠務專用範圍豎設構築物；
- (b) 在規劃許可有效期內，必須時刻保養申請地點現有的排水設施。倘發現這些設施在運作期間有不足或欠妥，須作出補救；
- (c) 在批給規劃許可之日起計三個月內(即在二零二三年六月三日或之前)，提交申請地點現有排水設施的記錄，而有關記錄必須符合渠務署署長或城規會的要求；

- (d) 在批給規劃許可之日起計九個月內(即在二零二三年十二月三日或之前)，落實已獲接納的消防裝置和滅火水源建議，而有關情況必須符合消防處處長或城規會的要求；
- (e) 倘在規劃許可有效期內沒有遵守上述規劃許可附帶條件(a)或(b)項的任何一項，現時批給的規劃許可即會停止生效，並會即時撤銷，不再另行通知；
- (f) 倘在指明日期當日仍未履行上述規劃許可附帶條件(c)或(d)項的任何一項，現時批給的規劃許可即會停止生效，並會於同日撤銷，不再另行通知；以及
- (g) 在這項規劃許可的有效期屆滿後，把申請地點恢復為美化市容地帶，而有關狀況必須符合規劃署署長或城規會的要求。

城規會亦同意告知你，留意城規會文件附錄 IV 所載的指引性質的條款(隨函夾附該附錄的中譯本)。

你必須嚴格遵守有關履行上述規劃許可附帶條件的期限。如你在指定期限內沒有履行上述附帶條件的任何一項，現時批給的許可即會撤銷，不再另行通知，而當局亦會對有關發展採取執行管制行動。如欲申請延長履行規劃許可附帶條件的期限，請最遲在上述指定期限屆滿前六個星期，向城規會提交第 16A 條申請。這安排旨在讓城規會有足夠時間在徵詢有關部門的意見後處理該宗申請。如規劃許可所指定的期限在城規會考慮延期申請時已經屆滿，該宗延期申請將不獲城規會考慮。詳情(包括可能給予的規劃許可附帶條件履行總期限)請參閱規劃指引編號 34D 和 36B。有關規劃指引、申請表格(表格第 S 16A 號)及《申請須知》，可瀏覽城規會的網頁(網址：www.info.gov.hk/tpb/)，或向規劃署的規劃資料查詢處(查詢熱線：2231 5000；地址：北角渣華道 333 號北角政府合署 17 樓和沙田上禾輦路 1 號沙田政府合署 14 樓)及城規會秘書處(地址：北角政府合署 15 樓)索取。

這項臨時規劃許可將於二零二六年三月四日失效。如欲就這項臨時許可申請續期，一般最早可在臨時許可有效期屆滿前四個月，或最遲在有效期屆滿前兩個月，把填妥的申請表格(表格第 S 16-III 號)提交城規會。對於在臨時規劃許可有效期

屆滿前多於四個月提交的申請，城規會僅會按每宗個案的個別因素及特殊情況作出考慮。詳情請參閱規劃指引編號 34D。不過，城規會不一定批准為這項臨時許可續期。

對核准發展作出的修訂，部分無須另行申請批准，部分則須根據《城市規劃條例》第 16A 條向城規會提出申請。詳情請參閱規劃指引編號 36B。

就這宗申請擬備的城規會文件(補充規劃綱領／技術報告(如有的話)除外)，已上載於此連結(https://www.info.gov.hk/tpb/tc/meetings/RNTPC/Agenda/714_rnt_agenda.html)。現隨函付上二零二三年三月三日城規會會議記錄的相關摘錄，以供參閱。由於規劃署人手短缺，因此無法提供上述文件的中譯本。如需釐清文件的內容，可聯絡規劃署規劃資料查詢處的職員，尋求協助。

根據《城市規劃條例》第 17(1)條，申請人如因城規會的決定而感到不滿，可向城規會申請對有關決定進行覆核。如欲提出覆核申請，你須在本信發出日期起計的 21 天內(即二零二三年四月十一日或之前)通知我。其後，我會與你聯絡，邀請你及／或你授權的代表出席城規會的聆聽會。城規會須在收到覆核申請的日期起計三個月內考慮覆核申請。所有覆核申請均須予公布，為期三個星期，讓公眾提出意見。

城規會根據《城市規劃條例》第 16 條批給這項規劃許可，並不表示申請人也會獲批給與這項發展有關而須向政府取得的其他許可。你必須就有關事宜與適當的政府部門聯絡。

如對這項規劃許可有任何疑問，請與沙田、大埔及北區規劃處廖家傳先生聯絡(電話：2158 6372)。為方便你向相關政府部門查詢有關上述規劃許可附帶條件的事宜，隨函付上有關政府部門人員名單，以供參閱。

城市規劃委員會秘書
(梁靜思代行)

二零二三年三月十七日

城市規劃委員會

香港北角渣華道三百三十三號
北角政府合署十五樓

TOWN PLANNING BOARD

15/F., North Point Government Offices
333 Java Road, North Point,
Hong Kong.

傳 真 Fax: 2877 0245 / 2522 8426

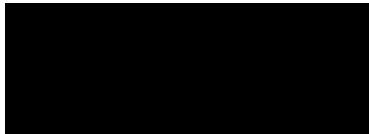
By Post & Fax

電 話 Tel: 2231 4810

來函檔號 Your Reference:

覆函請註明本會檔號
In reply please quote this ref.: TPB/A/NE-TK/768

17 March 2023



Dear Sir/Madam,

**Temporary Shop and Services (Selling of Refreshment,
Hiring of Fishing-related Accessories and Storage) for a Period of 3 Years
in "Conservation Area" Zone, Government Land in D.D. 28, Tai Mei Tuk, Tai Po**

I refer to my letter to you dated 12.1.2023.

After giving consideration to the application, the Town Planning Board (TPB) approved the application for permission under section 16 of the Town Planning Ordinance on the terms of the application as submitted to the TPB. The permission shall be valid on a temporary basis for a period of 3 years until 3.3.2026 and is subject to the following conditions :

- (a) no structure should be erected on the drainage reserve area at all times during the planning approval period;
- (b) the existing drainage facilities on the site should be maintained at all times during the planning approval period and rectified if they are found inadequate/ineffective during operation;
- (c) the submission of a record of existing drainage facilities on the site within 3 months from the date of planning approval to the satisfaction of the Director of Drainage Services or of the TPB by 3.6.2023;
- (d) the implementation of the accepted fire service installations and water supplies for firefighting proposal within 9 months from the date of planning approval to the satisfaction of the Director of Fire Services or of the TPB by 3.12.2023;
- (e) if any of the above planning condition (a) or (b) is not complied with during the planning approval period, the approval hereby given shall cease to have effect and shall be revoked immediately without further notice;
- (f) if any of the above planning condition (c) or (d) is not complied with by the specified date, the approval hereby given shall cease to have effect and shall on the same date be revoked without further notice; and

(g) upon expiry of the planning permission, the reinstatement of the site to an amenity area to the satisfaction of the Director of Planning or of the TPB.

The TPB also agreed to advise you to note the advisory clauses as set out at Appendix IV of the TPB Paper (A copy of the Chinese translation of the Appendix is attached).

You are reminded to **strictly** adhere to the time limit for complying with the above planning conditions. If any of the above planning conditions are not complied with by the specified time limit, the permission given shall be revoked without further notice and the development will be subject to enforcement action. If you wish to apply for extension of time for compliance with planning conditions, you should submit a section 16A application to the TPB no less than six weeks before the expiry of the specified time limit. This is to allow sufficient time for processing of the application in consultation with the concerned departments. The TPB will not consider any application for extension of time if the time limit specified in the permission has already expired at the time of consideration by the TPB. For details, including the total time period for compliance that might be granted, please refer to the TPB Guidelines No. 34D and 36B. The Guidelines, application form (Form No. S16A) and the Guidance Notes for applications are available at the TPB's website (www.info.gov.hk/tpb/), the Planning Enquiry Counters (PECs) of the Planning Department (Hotline : 2231 5000) at 17/F, North Point Government Offices, 333 Java Road, North Point; 14/F, Sha Tin Government Offices, 1 Sheung Wo Che Road, Sha Tin; and the Secretariat of the TPB at 15/F, North Point Government Offices.

This temporary permission will lapse on 4.3.2026. You may submit an application to the TPB for renewal of the temporary permission no less than two months and normally no more than four months before its expiry by completing an application form (Form No. S16-III). Application submitted more than four months before expiry of the temporary approval may only be considered based on the individual merits and exceptional circumstances of each case. For details, please refer to TPB Guidelines No. 34D. However, the TPB is under no obligation to renew the temporary permission.

For amendments to the approved development that may be permitted with or without application under section 16A, please refer to TPB Guidelines No. 36B for details.

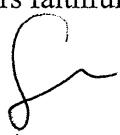
The TPB Paper in respect of the application (except the supplementary planning statement/technical report(s), if any) is available at this link (https://www.info.gov.hk/tpb/tc/meetings/RNTPC/Agenda/714_rnt_agenda.html) and the relevant extract of minutes of the TPB meeting held on 3.3.2023 is enclosed herewith for your reference. I regret that due to staff shortage, we are not able to provide you with a Chinese translation of the Paper. If needed, assistance may be sought from the staff of the Planning Department at PECs for clarification of the contents of the document.

Under section 17(1) of the Town Planning Ordinance, an applicant aggrieved by a decision of the TPB may apply to the TPB for a review of the decision. If you wish to seek a review, you should inform me within 21 days from the date of this letter (on or before 11.4.2023). I will then contact you to arrange a hearing before the TPB which you and/or your authorized representative will be invited to attend. The TPB is required to consider a review application within three months of receipt of the application for review. Please note that any review application will be published for three weeks for public comments.

This permission by the TPB under section 16 of the Town Planning Ordinance should not be taken to indicate that any other government approval which may be needed in connection with the development, will be given. You should approach the appropriate government departments on any such matter.

If you have any queries regarding this planning permission, please contact Mr. Harris Liu of Sha Tin, Tai Po & North District Planning Office at 2158 6372. In case you wish to consult the relevant Government departments on matters relating to the above approval conditions, a list of the concerned Government officers is attached herewith for your reference.

Yours faithfully,



(Leticia LEUNG)
for Secretary, Town Planning Board

(With Chinese Translation)

LL/CC/cl

有關政府部門人員名單

(申請編號 : A/NE-TK/768)

部門 Department	辦事處 Office	聯絡人姓名 Name of Contact Person	電話號碼 Telephone No.	傳真號碼 Facsimile No.
渠務署 Drainage Services Department	新界北渠務部 Mainland North Division	何美鎔女士 Ms. HO Mei Yung	2300 1364	2770 4761
消防處 Fire Services Department	策劃組 Planning Group	李亮嶠先生 Mr. LI Leong Kiu	2733 7735 or 2733 7781	2739 8775

覆函請註明本署檔號

Please quote Our Reference in response to this

電 話 Tel: 2654 1144

圖文傳真 Fax: 2650 9896

電郵地址 Email: gendlotp@landsd.gov.hk

本署檔號 Our Ref.: (183) in DLO/TP 1/TAT/65

來函檔號 Your Ref.



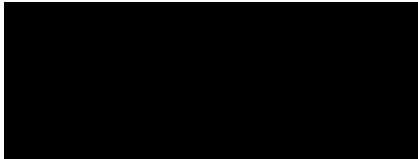
地政總署
大埔地政處
DISTRICT LANDS OFFICE,
TAI PO
LANDS DEPARTMENT

我們矢志努力不懈，提供盡善盡美的土地行政服務。
We strive to achieve excellence in land administration.

新界大埔汀角路一號大埔政府合署一樓
1/F TAI PO GOVERNMENT OFFICES BUILDING,
1 TING KOK ROAD, TAI PO, N.T.

網址 Web Site: www.info.gov.hk/landsd

By Recorded Delivery



COPY

敬啟者：

短期租約第1296號
新界大埔大美督
丈量約份第28約政府土地

本年三月十九日來函收悉，現附上短期租約第1296號認證副本及兩份有關修訂短期租約協議條款的信函和接納書給你們保存。

如有查詢，請致電 2654 1144 與本信代行人聯絡。

大埔地政專員

(李靜文 代行)



二零一五年五月五日

附件



註明本署檔號

Se-Quote Our Reference in response to this

電 2654 1214

傳 Fax: 2650 9896

電郵地址 Email: gendlotp@landsd.gov.hk

本署檔號 Our Ref: (101) in DLO/TP 1/TAT/65

來函檔號 Your Ref:



地政總署

大埔地政處

DISTRICT LANDS OFFICE,

TAI PO

LANDS DEPARTMENT

(101)

我們矢志努力不懈，提供盡善盡美的土地行政服務。
We strive to achieve excellence in land administration.

新界大埔汀角路一號大埔政府合署一樓
1/F., TAI PO GOVERNMENT OFFICES BUILDING,
1 TING KOK ROAD, TAI PO, N.T.

網址 Web Site: www.info.gov.hk/landsd

By Recorded Delivery

- 1 FEB 2005

Dear Sirs,

Proposed New Short Term Tenancy No. 1296
Government Land in D.D. 28
Tai Mei Tuk, Ting Kok Road, Tai Po

I have been instructed to offer you a Short Term Tenancy in respect of the captioned Government land which will allow you to continue to use the land for the purpose of selling of refreshment, hiring of fishing-related accessories and storage.

The basic terms are as follows :-

Term : Two years certain as from the 1.2.2005
and thereafter quarterly (subject to three months' notice of termination by either party).

Area : 340m² as coloured pink on the attached plan.

User : For selling of refreshment, hiring of fishing-related accessories and storage.

Coverage : (i) Built-over area shall not exceed 44.652sq.m.
(ii) Building shall not exceed 2.44m in height.

Other Conditions : (i) Pollution and nuisance control measures as required by Environmental Protection Department.

(ii) Fire prevention measures as required by Fire Services Department.

Certified True Copy

✓

(S Y LEUNG)
for District Lands Officer, Tai Po

/2.....

- (iii) You shall comply with all lawful requirements of the Town Planning Board made under the Town Planning Ordinance, any regulations made thereunder and any amending legislation.
- (iv) You shall comply with the requirements of "Drainage Reserve" clause. The "Drainage Reserve" was shown coloured pink cross-hatched black and marked "D.R." as indicated in the attached plan.
- (v) The Government Land Licence No. T20153 will be cancelled and re-issued subject to no irregularity is found and there is no breach against the licence conditions as well as to the satisfaction of District Lands officer, Tai Po.

Rent : From 1.2.2005 onwards \$29,640.00 p.a.

The rent for the period from 1.2.2005 to 30.4.2005 in the sum of \$7,410.00 is payable before the signing of the agreement. Subsequent payment will, subject to renewal of the tenancy, be made each 3 months in advance.

Administrative : \$7,800.00

Fee

Deposit : \$14,820.00

You are reminded to strictly adhere to the planning conditions set out in the letter dated 14 May 2004 by the Town Planning Board. Failing to do so will be deemed as constituting breaches of the new Short Term Tenancy and this office will take any appropriate actions as required. Please also arrange to shift the two existing containers into the new Short Term Tenancy area as indicated in the attached plan.

If you wish to take up the offer of the new Short Term Tenancy, you should complete the docket on page 4 and settle the attached Demand Note no. 074-035-800870-4 being the rent of \$7,410.00 for the period from 1.2.2005 to 30.4.2005, Demand Note no. 074-030-805407-9 being the administrative fee of \$7,800.00 and Demand Note no. 074-820-001014-0 being the deposit of \$14,820.00. Thereafter, please return the completed docket together with a copy of receipted Demand Notes to me within 28 days from the date of this letter whereupon the tenancy agreement will be prepared for your signature. An additional copy of this letter is enclosed for your retention.

I must emphasize that there is no agreement binding on the Government of the Hong Kong Special Administrative Region ("the Government") unless and until a formal tenancy agreement between you and the Government has been duly signed after your complete settlement of all outstanding rent/fees.

The proposed Short Term Tenancy may be withdrawn, or if subsequently completed, will be subject to such final terms and conditions as will be contained in the tenancy agreement prepared and issued to you for execution by you and any expenses which you may incur in respect of the proposed tenancy before execution of the tenancy agreement will be at your own risk and the Government will accept no liability for them.

I would further advise that if you do not wish to avail yourself of the offer of the new Short Term Tenancy you are required to inform me in writing within 28 days from today of your decision.

If I do not receive your acceptance of the new Short Term Tenancy within the time limit specified above, the existing Short Term Tenancy will be cancelled accordingly and control action will be taken to remove all structures on site.

A Chinese translation of this letter is attached for your information. In the event of any dispute in the contents of this letter, the English version thereof shall prevail.

Should you be in doubt about the contents of this letter, please contact Mr. S. H. LEE at District Lands Office, Tai Po (Tel. No. 2654 1144).

Yours faithfully,



(Redacted)
for District Lands Officer/Tai Po

Encls.

With Chinese Translation

c.c. C.R.V.

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電 話 Tel: 2654 1214

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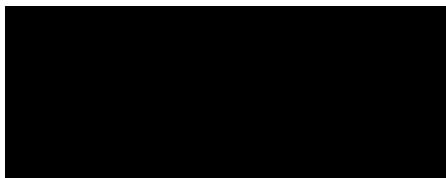
地政總署
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1/F., TAI PO GOVERNMENT OFFICES BUILDING,
1 TING KOK ROAD, TAI PO, N.T.

網址 Web Site: www.info.gov.hk/landsd

記錄派遞



敬啓者：

擬議新短期租約第1296號
丈量約份第28約政府土地
大埔汀角路大美督

本人現按指示建議向你們發出標題政府土地的短期租約，准許
你們繼續將該土地作售賣小食出租及存放與釣魚有關的用具。

基本條款如下：

有效期 : 先定兩年，由二〇〇五年二月一日起計算，其後
按季續訂租約(任何一方須提前三個月通知對方
是否續訂租約)。

面積 : 340平方米，範圍在夾附圖則上以粉紅色標明。

用途 : 售賣小食、出租及存放與釣魚有關的用具。

上蓋面積 : (i) 建築物面積不得超過44.652平方米。
(ii) 建築物高度不超過2.44米。

其他條件 : (i) 環境保護署規定的污染及滋擾管制措施。
(ii) 消防處規定的防火措施。

- (iii) 你們須遵守城市規劃委員會根據城市規劃條例、其規例及其任何修訂法例所制訂的所有合法規定。
- (iv) 你們須遵從「渠務專用範圍」條款的規定。「渠務專用範圍」在附圖以粉紅色綴黑交叉線標示，並標明「D.R.」字樣。
- (v) 政府土地牌照第T20153號會被取消及如無違規事項，亦沒有違反牌照條件之處，並且達到大埔地政專員的滿意程度將獲得重發。

租金 : 由二〇〇五年二月一日起，每年29,640.00元。

二〇〇五年二月一日至二〇〇五年四月三十日為7,410.00元，須於簽定協議前繳付。倘若續租，其後租金須每三個月上期繳付。

行政費 : 7,800.00元

按金 : 14,820.00元

請緊記，你們須嚴格遵守城市規劃委員會於二〇〇四年五月十四日信內所訂的規劃條件。如未遵辦，即屬違反新短期租約的規定，本處會採取所需的適當行動。你們並須按附圖所示，把現存的兩個貨櫃遷往新短期租約的租地。

倘你們有意接納新短期租約建議，請填妥第4頁的簽條，並繳交夾附繳款通知書第074-035-800870-4號所示二〇〇五年二月一日至二〇〇五年四月三十日期間的租金7,410.00元、繳款通知書第074-030-805407-9號所示的7,800.00元行政費及繳款通知書第074-820-001014-0號所示的14,820.00元按金，然後在本信發出日期起計的28天內，把填妥的簽條及註明款額已付的繳款通知書副本交回本人，以便本處擬備租賃協議供你們簽署。隨信夾附本信副本，以供存照。

本人必須強調，除非及直至你們悉數清繳所有未繳付租金／費用，並與香港特別行政區政府(下稱「政府」)妥為簽定正式的租賃協議後，否則政府不受任何協議約束。

建議的短期租約有可能撤銷。倘租約其後得以簽定，會受擬備並發給你們簽立的租賃協議載列的最終條款及條件限制。你們須自行承擔在簽立租賃協議前，由建議租賃所引致的任何開支，政府不會承擔該等開支的法律責任。

此外，倘你們無意接納新短期租約建議，須於今天起計的28天內以書面通知本人。

倘本人在上述指定期限內仍未收到你們接納新短期租約的回覆，本處會撤銷現有的短期租約，並採取管制行動，清拆該土地上的所有構築物。

本信乃中譯本，以供參考。倘在內容方面有任何爭議，概以英文本為準。

倘對本信內容有疑問，請致電 2654 1144 與大埔地政處李錫翰先生聯絡。

大埔地政專員

( 代行)

連附件

副本送：差餉物業估價署署長

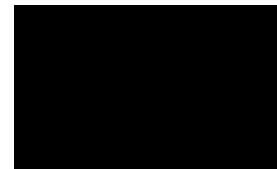
二〇〇五年二月一日

(104)

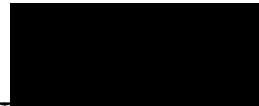
To : District Lands Officer, Tai Po

Proposed Short Term Tenancy

I accept the terms for a Short Term Tenancy as set out in your letter ref. (101) in DLO/TP 1/TAT/65 dated

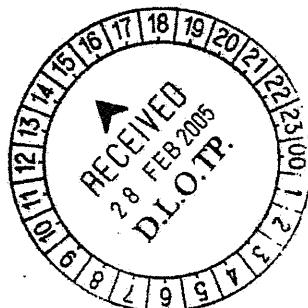


(Signed by WONG WONG PO)



(Signed by WONG PAK SHING)

Date 28/2/2005



Encl. Chinese Translation

G.F. 17 issued 28 FEB 2005
on Vicky

SHORT TERM TENANCY AGREEMENT 1296

15 NOV 2005

AN AGREEMENT made this day of 20 between the Chief Executive on behalf of the Government of the Hong Kong Special Administrative Region (hereinafter referred to as "the Landlord") of the one part and Wong Wong Po and Wong Pak Shing (the Indigenous Inhabitant Representatives of Tai Mei Tuk of 51A, Tai Mei Tuk Village, Tai Po), New Territories, Hong Kong (hereinafter referred to as "the Tenant") of the other part WHEREBY IT IS AGREED AS FOLLOWS :

1. THE LANDLORD LETS AND THE TENANT TAKES from the 1st day of February 2005 ALL THAT piece or parcel of ground short particulars of which are set out in the First Schedule hereto and for the purpose of identification only shown coloured pink and coloured pink cross-hatched black on the plan annexed hereto TOGETHER WITH such buildings or structures erected thereon or on part thereof as are specified in the Second Schedule hereto (which land and structures are hereinafter referred to as "the Premises") for the term, at the rent and for the purposes specified in the First Schedule hereto.
2. THE TENANT HEREBY AGREES WITH THE LANDLORD as follows:
 - (a) To pay the said rent on the days and in the manner specified in the First Schedule hereto;
 - (b) Not to use or permit or suffer the use of the Premises or any part thereof for any purpose other than such purposes as are specified in the First Schedule hereto;
 - (c) Not to erect or allow to remain on the Premises any building or structure (other than those specified in the said Second Schedule) without the consent in writing of the District Lands Officer, Tai Po (hereinafter referred to as "the District Lands Officer") first had and obtained;
 - (d) Not to alter or demolish any building or structure erected on the Premises without the prior consent in writing of the District Lands Officer;
 - (e) To make such arrangements for the supply of electricity, gas and mains water to the Premises as the Tenant shall require and to pay all charges in connection therewith including the cost of installation and maintenance thereof and, on termination of this Agreement, the cost of dismantling all pipes, wires, cables, meters, switches and any other apparatus ancillary thereto;
 - (f) To maintain and keep to the satisfaction of the District Lands Officer the Premises including retaining and boundary walls and fences (if any) belonging thereto in good and tenantable repair and condition and (subject to Clause 2(h) hereof) so to hand over the same on termination of this Agreement;

- (g) Not to assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of the Premises or any part thereof or any interest therein or enter into any agreement so to do;
- (h) If so required by the District Lands Officer, on the termination of this Agreement to demolish and remove at the Tenant's own expense and to the satisfaction of the District Lands Officer any building, structure, foundation, paving or other surfacing which is then standing on or forms part of the Premises and thereafter landscape the Premises without any compensation therefor being paid by the Landlord to the Tenant;
- (i) To construct and maintain at the Tenant's own expense, to the satisfaction of the District Lands Officer, such drains and channels, whether within the boundaries of the Premises or upon adjacent Government land, as the District Lands Officer may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or storm-water drain all water which may fall or flow on to the Premises and to be solely liable for, and to indemnify the Landlord and his officers from and against all actions, claims, liabilities and demands arising out of any damage or nuisance caused by such water;
- (j) Not to use water from any Government mains for any purpose without the prior written consent of the Water Authority;
- (k)
 - (i) To permit the Landlord, his servants or agents at all reasonable times to enter upon the Premises to view the state and condition thereof, and in the event of there being any defect or want of repair or maintenance then and there found, to give or leave on the Premises notice in writing to the Tenant, who shall within one calendar month after such notice (or sooner if required) repair and make good the same in accordance with such notice and the Tenant's obligations in that behalf herein contained;
 - (ii) To permit the Landlord, his servants or agents at all reasonable times with or without notice to enter upon the Premises or any part thereof for the purpose of inspecting the same so as to ascertain that there is no breach of or failure to observe any of the terms and conditions herein contained;
- (l) To indemnify and keep indemnified the Landlord, his officers, contractors and workmen against all actions, suits, liabilities, costs, claims, demands, expenses and losses (whether financial or otherwise) whatsoever and howsoever arising directly or indirectly out of any breach of the terms and conditions of this Agreement or out of or in connection with the occupation and use of the Premises by the Tenant including but not limited to:
 - (i) all liabilities arising out of the negligence of any person not a party to this Agreement;

- (ii) all liability on the part of Landlord under the Occupiers Liability Ordinance (Cap. 314);
- (iii) all liabilities arising out of anything done or omitted to be done by the Tenant in respect of any safety measures or works which the Tenant is required to undertake and fulfill in compliance with the terms and conditions of this Agreement; and
- (iv) any damage or soil and groundwater contamination caused to the Premises or any adjacent or adjoining land where such damage or soil and groundwater contamination has, in the opinion of the Landlord whose opinion shall be final and binding upon the Tenant, arisen out of any use of the Premises, or any development or redevelopment affecting the Premises or part thereof or out of any activities carried out on the Premises or out of any other works carried out thereon by the Tenant whether such use, development or redevelopment, activities or works are in compliance with the terms and conditions of this Agreement or in breach thereof;
- (m) To pay and discharge all existing and future rates, taxes, assessments, duties and outgoings whatsoever which are now or during the term of the tenancy shall be imposed, assessed or charged upon the Premises or the Tenant in respect thereof; and
- (n) To perform and observe the obligations on the Tenant's behalf contained in the Special Conditions as set out in the Third Schedule hereto.

3. THE LANDLORD HEREBY AGREES WITH THE TENANT as follows:

To permit the Tenant on his duly paying the rent and observing and performing the obligations on his part herein contained to have quiet possession and enjoyment of the Premises without any interruption by the Landlord or anyone lawfully claiming under or in trust for the Landlord until such time as this Agreement is determined.

4. IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :

- (a) That in case the rent reserved or any part thereof shall be in arrears and unpaid for twenty-one days next after the same shall have become due (whether formally demanded or not), or if there is any breach, non-performance or non-observance of any of the terms and conditions to be observed by and on the part of the Tenant herein contained or if the Tenant shall become bankrupt or, being a company, shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation), or shall enter into any composition with his creditors or suffer any distress or execution to be levied upon his goods, then, and in any of the

said cases, it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole, and thereupon this Agreement shall absolutely determine, but without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of the said terms and conditions and in the event of such re-entry the rent already paid or any part thereof shall not be refunded and no compensation whatsoever shall be payable to the Tenant by the Landlord;

- (b) That in the event of the rent hereby reserved or any increase of deposit pursuant to Clause 4(h) hereof or any part thereof not being paid on the due date for payment thereof (whether formally demanded or not) the Tenant shall pay interest to the Landlord on such amount of the rent reserved or increase in deposit (as the case may be) as is unpaid on the due date or dates calculated from the day immediately following the due date or dates until payment of all rent or increase in deposit (as the case may be) due and the interest thereon has been paid by the Tenant to the Landlord, such interest to be at a rate which is equivalent to two per cent per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited;
- (c) That the tenancy hereby created is (without prejudice to the terms and conditions hereof) subject also to the Special Conditions contained in the Third Schedule hereto;
- (d) That subject to Clause 2(c) hereof, any building or structure erected or to be erected by the Tenant on the Premises shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation. The Government has given no warranty, expressed or implied, as to the suitability, physical condition or state or safety of any structure or building or structures or buildings existing on the Premises or any part or parts thereof for the use hereby permitted, whether in accordance with the terms and conditions in the tenancy or otherwise. The tenancy hereby created shall not be construed so as to condone any structures existing on the Premises not complying with the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation. Action appropriate under the said Ordinance or any other enactment may be taken at any time.
- (e) That no compensation shall be payable by the Landlord to the Tenant in respect of any loss or damage caused to the Tenant or others by reason of any water flowing on to the Premises or landslip or subsidence on, to, of or from the Premises;
- (f) That the Landlord shall have full power to terminate this Agreement and resume, re-enter upon and retake possession of all or any part of the Premises if the same shall be required for the improvement of the Hong Kong Special Administrative Region (hereinafter referred to as "Hong Kong") or for any

other public purpose whatsoever (as to which the decision of the Chief Executive of Hong Kong shall be conclusive) on giving to the Tenant one calendar month's notice in writing to that effect to expire at any time. Upon the expiration of the said notice and without prejudice to the Landlord's rights to enforce any antecedent breaches the tenancy of the land so resumed shall cease and determine and the Tenant shall quit and deliver up possession of the land so resumed and the building(s) or structure(s) thereon. PROVIDED that if such termination occurs during the fixed term of the tenancy, the Tenant shall be paid such compensation for any disturbance so occasioned to him as shall be determined by the Director of Lands at his absolute discretion on condition that the Tenant has observed and performed the obligations herein contained on his part and that the Tenant has complied with the said notice but the Tenant shall not be entitled to any such compensation if the termination occurs during any periodical tenancy as aforesaid;

(g) That in the event of the tenancy hereby created not being terminated within two years from its commencement the rent hereby reserved may be increased by the Landlord at his sole discretion on or after the expiry of every third year of the tenancy upon the Landlord giving to the Tenant not less than three calendar months' prior notice to that effect. As from the date being the effective date as stipulated in such notice such increase shall take effect whereupon the increased rent shall be deemed to be substituted for the rent previously in force under this Agreement PROVIDED that no such revision shall take effect within three years of the immediately preceding revision and PROVIDED FURTHER that the parties hereto expressly agree that nothing herein contained shall imply an intention on the part of either party that the tenancy shall not be terminated in accordance with the provisions of this Agreement;

(h) That in the event of the rent hereby reserved is being increased under Clause 4(g) hereof, the deposit deposited with the Landlord in accordance with the provisions of this Agreement may be increased by the Landlord at his sole discretion upon the Landlord giving to the Tenant not less than three calendar months' prior notice to that effect. As from the date being the effective date as stipulated in such notice such increase shall take effect and in this connection, the Tenant shall pay to the Landlord on or before the said effective date a sum equivalent to the difference between the deposit previously deposited with the Landlord under this Agreement and the deposit as so increased whereupon the deposit as so increased shall be deemed to be substituted for the said deposit previously deposited with the Landlord under this Agreement PROVIDED that the parties hereto expressly agree that nothing herein contained shall imply an intention on the part of either party that the tenancy shall not be terminated in accordance with the provisions of this Agreement;

(i) That any notice to be served by the Landlord or his officers

under the terms and conditions of this Agreement shall be sufficiently served on the Tenant if left addressed to him on the Premises or forwarded to him by post or left at his last known address or in the case of a corporation forwarded to it by post or left at its registered office, and such notice, if sent by post, shall be deemed to be delivered in due course of post at the address to which it is sent;

- (j) That the Tenant shall not do or permit or suffer anything to be done at any time in or upon the Premises or any part thereof which may be or become a nuisance or annoyance or injurious or dangerous to health or which may cause damage or inconvenience to the Government or to the owners or occupiers of any adjoining or neighbouring lot or lots or premises.
- (k) That the Tenant shall at all times throughout the term of the tenancy at his own expense remove from the Premises any derelict vehicle, litter, waste or any matter which may be or become a nuisance or annoyance or injurious or dangerous to health or which may cause damage or inconvenience to the Government or to the owners or occupiers of any adjoining or neighbouring lot or lots or premises and tidy up to the satisfaction of the District Lands Officer the area in which the derelict vehicle, litter, waste or matter is found. In the event of the non-fulfillment by the Tenant of his obligation under this Sub-clause, the District Lands Officer and his officer, agents, contractors, workmen or other duly authorized personnel, including but not limited to the Director of Food and Environmental Hygiene and his officers, contractors, his or their workmen (hereinafter collectively referred to as "the authorized persons"), with or without tools, equipment, plant, machinery or motor vehicles shall, upon reasonable prior notice being given to the Tenant, have the right of ingress, egress and regress to and from and through the Premises free of cost at all reasonable times to remove or otherwise dispose of any derelict vehicle, litter, waste or matter from the Premises and tidy up the area in which the derelict vehicle, litter, waste or matter is found at the cost of the Tenant who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the District Lands Officer whose determination shall be final and binding upon the Tenant. The District Lands Officer and the authorized persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Tenant arising out of or incidental to the exercise by him or them of the right of entry conferred under this Sub-clause, and no claim shall be made against him or them by the Tenant in respect of any loss, damage, nuisance or disturbance.
- (l) That wherever in this Agreement it is provided that:
 - (i) the Landlord or his duly authorized officers shall or may carry out works of any description on the Premises or any part thereof or outside the Premises (whether on

behalf of the Tenant or on the failure of the Tenant to carry out such works or otherwise) at the cost of the Tenant or that the Tenant shall pay or repay to the Landlord or to his duly authorized officers on demand the cost of such works, such cost shall include such supervisory and overhead charges as may be fixed by the Landlord or by his duly authorized officers; or

- (ii) the prior approval or consent of the Landlord or his duly authorized officers is required, they may give the approval or consent on such terms and conditions as they see fit or refuse it at their absolute discretion; and
- (m) That where the context so admits or requires the expression "Tenant" shall mean the party entering into and signing/executing this Agreement and shall include his executors and administrators or in the case of a corporation its successors and words importing the masculine gender shall be deemed to include females and corporations and words in the singular shall be deemed to include the plural and vice versa in each case.

FIRST SCHEDULE

PARTICULARS OF THE PREMISES

All that piece of ground situate at Demarcation District No. 28, Tai Mei Tuk, Ting Kok Road, Tai Po, Hong Kong comprising an area of 340 square metres or thereabouts which is for the purpose of identification only shown coloured pink and coloured pink cross-hatched black on the plan annexed hereto.

- (i) \$12,323.10 for the period from the 1st day of February 2005 to the 30th day of June 2005 shall be paid upon signing/executing this Agreement;
- (ii) \$7,410 per quarter shall be payable in advance on the 1st day of January, the 1st day of April, the 1st day of July and the 1st day of October in each year for the period from the 1st day of July 2005 up to the 31st day of January 2007 or in the event of this tenancy not being terminated on the 31st day of January 2007, for the period from the 1st day of February 2007 up to the day immediately before the day from which the rent shall be determined in accordance with Clause 4(g) hereof;
- (iii) For the period as from the 1st day of February 2008, the rent shall be determined in accordance with Clause 4(g) hereof and shall be payable in advance of each quarter on the dates as specified in (ii) above.

TERM AND DATE OF COMMENCEMENT : Two years certain commencing on the 1st day of February 2005 and thereafter quarterly until such time as this tenancy is determined.

PURPOSES FOR WHICH THE PREMISES MAY BE USED :

For selling of refreshment, hiring of fishing-related accessories and storage

SECOND SCHEDULE

Two containers as shown respectively by the markings 1 and 2 on the plan annexed hereto and measuring:

- (i) 12.2 metres (Length) x 2.44 metres (Width) x 2.44 metres (Height)
- (ii) 6.10 metres (Length) x 2.44 metres (Width) x 2.44 metres (Height)

THIRD SCHEDULE

Special Conditions referred to in
Clauses 2(n) and 4(c) of this Agreement.

1. (a) The tenancy hereby created may be terminated at the expiry of the second year by either party giving to the other at least three calendar months' notice in writing to that effect to expire at the end of the second year. In the event that no such notice is given as aforesaid the tenancy may be terminated by either party giving to the other at least three calendar months' notice in writing to that effect to expire at any time.
(b) (i) The Tenant shall not use or permit or suffer any part of the Premises to be used for any illegal or immoral purposes and the determination of the District Lands Officer as to what constitutes illegal or immoral purposes shall be final and binding on the Tenant.
(ii) Notwithstanding sub-clause (a) of this Special Condition, in the event of any breach, non-performance or non-observance of sub-clause (b)(i) above the Landlord shall be entitled to terminate the tenancy hereby created by giving to the Tenant written notice to that effect to expire at any time (whether within the fixed term specified in the First Schedule hereto or otherwise) without payment of compensation or refund of rent already paid or any part thereof. Upon the expiry of such notice and without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of the other terms and conditions herein contained, the tenancy shall cease and determine and the Tenant shall quit and deliver up possession of the Premises to the Landlord in accordance with the terms and conditions of this Agreement.
2. Subject to Clause 2(c) hereof, the total built over area of the Premises shall not exceed 13.14 percentum of the area of the Premises. The design and location of the structure or structures hereinafter mentioned shall be subject to the prior written approval of the District Lands Officer.
3. The Tenant shall on the signing/execution of this Agreement deposit with the Landlord the sum of DOLLARS Fourteen Thousand Eight Hundred and Twenty Only (\$14,820.00) Hong Kong currency by way of deposit as security for the due payment of the rent and the rates, taxes, assessments, duties and outgoings as aforesaid and the due performance and observance by the Tenant of all and singular the several agreements, conditions, terms and stipulations herein reserved and contained. Subject to Clause 4(h) hereof, the deposit shall remain deposited with the Landlord throughout the term of the tenancy and shall upon the Tenant delivering up vacant possession of the Premises to the Landlord in

accordance with the provisions herein contained and upon the Tenant duly observing and performing the Tenant's obligations hereunder be refunded to the Tenant but without interest. In case of default on the part of the Tenant in payment of the rent and the rates, taxes, assessments, duties and outgoings hereinbefore stipulated or in performance or observance of any of the agreements, provisions, terms and conditions on the Tenant's part herein contained the Landlord shall without prejudice to his other rights and remedies herein contained be entitled to retain and deduct from the deposit as and for liquidated damages the amount of loss and damage sustained by reason of such default PROVIDED that nothing herein contained shall be so construed as preventing the Landlord from recovering from the Tenant damages in respect of such default over and above the deposit PROVIDED FURTHER that the payment of the deposit shall not be deemed or considered as a payment of rent in advance and accordingly in any action for recovery of possession for non-payment of rent or the rates, taxes, assessments, duties or outgoings aforesaid the Tenant shall be deemed to be in default if the rent is not paid in accordance with Clause 2(a) hereof and the First Schedule hereto.

4. The Tenant shall not store or allow or suffer to be stored in or upon the Premises or any motor vehicles parked thereon any dangerous goods as defined in Section 2 of the Dangerous Goods Ordinance, any regulations made thereunder and any amending legislation without the prior written approval of the District Lands Officer.
5. The Tenant shall observe and comply with any requirement which may be imposed by the Director of Fire Services in connection with the occupation and use of the Premises by the Tenant.
6. The security of the Premises and any goods stored or other things placed thereon shall be the sole responsibility of the Tenant.
7. The Landlord does not guarantee any right-of-way to the Premises and the Tenant must accordingly make his own arrangements for acquiring such right-of-way.
8. The Tenant shall at all times during the term of the tenancy hereby granted at his own expense maintain and repair the Premises (including all structures erected or placed or to be erected or placed thereon) in all respects to the satisfaction of the District Lands Officer.
9. The Tenant shall at his own expense provide and maintain adequate lighting for the Premises in all respects to the satisfaction of the District Lands Officer.
10. No tree growing on the Premises or adjacent thereto shall be interfered with without the prior written consent of the District Lands Officer who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.
11. The Tenant shall not cut away, remove or set back any Government land adjacent to or adjoining the Premises or carry out any building up, filling in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the District

Lands Officer who may, at his sole discretion, give his consent subject to such terms and conditions as he sees fit, including the grant of a tenancy of additional Government land as an extension to the Premises at such rent as he may determine.

12. (a) Where there is or has been any cutting away, removal or setting back of any land, or any building up or filling in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the District Lands Officer, either within the Premises or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the Premises or any part thereof or any other works required to be done by the Tenant under this Agreement, or for any other purpose, the Tenant shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the Premises and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Tenant shall at all times during the term of the tenancy hereby granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the District Lands Officer.
- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Landlord's rights under this Agreement, in particular Special Condition No. 11 hereof.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Tenant or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the Premises or from any adjacent or adjoining Government or leased land, the Tenant shall at his own expense reinstate and make good the same to the satisfaction of the District Lands Officer and shall indemnify the Landlord, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies herein provided for breach of any of the terms and conditions of this Agreement, the District Lands Officer shall be entitled by notice in writing to call upon the Tenant to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Tenant shall neglect or fail to comply with the notice to the satisfaction of the District Lands Officer within the period

specified therein, the District Lands Officer may forthwith execute and carry out any necessary works and the Tenant shall on demand repay to the Landlord the cost thereof, together with any administrative or professional fees and charges.

13. The Tenant shall not carry out or permit any activity or works on the Premises which in the opinion of the District Lands Officer may adversely affect the stability of land and structures within or surrounding the Premises.
14. The Tenant shall at his own expense fence the Premises and thereafter maintain such fencing to the satisfaction of the District Lands Officer.
15. (a) In the event of spoil or debris from the Premises or from other areas affected by any development of the Premises being eroded and washed down onto public lanes or roads or into road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties, the Tenant shall be held responsible and shall at his own expense remove the spoil and debris from and make good any damage done to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties. The Tenant shall indemnify the Landlord against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion and washing down.
(b) Notwithstanding sub-clause (a) of this Special Condition the Landlord may (but is not obliged to), upon the written request of the Tenant and at the cost of the Tenant, remove the spoil and debris from and make good any damage done to the public lanes or roads or road culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties referred to in the said sub-clause (a).
16. No earth, debris, spoil of whatsoever nature, or building materials shall be dumped on any Government land.
17. (a) The Tenant shall at his own expense and to the satisfaction of the District Lands Officer make good any damage done to adjoining public roads including street furniture by the Tenant, his contractors or sub-contractors or his or their workmen or vehicles or by any spoil from the Premises.
(b) Notwithstanding sub-clause (a) of this Special Condition the Landlord may (but is not obliged to), upon the written request of the Tenant and at the cost of the Tenant, make good any damage done to the adjoining public roads including street furniture referred to in the said sub-clause (a).
18. No materials shall be dumped or stored, nor shall any work be carried out within the boundaries of a public road or way without the prior written consent of the District Lands Officer.

19. (a) Any damage or obstruction caused by the Tenant, his servants or agents to any nullah, sewer, storm-water drain or water main within or adjoining the Premises shall be made good by the Landlord at the cost of the Tenant, and the amount due in respect thereof shall be paid on demand to the Landlord by the Tenant.
(b) Notwithstanding sub-clause (a) of this Special Condition, the Tenant shall, at the request of the Landlord, make good such damage or obstruction as specified by the Landlord at his own expense and in all respects to the satisfaction of the Landlord.
20. The works of connecting any drains and sewers from the Premises to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the District Lands Officer who shall not be liable to the Tenant for any loss or damage thereby occasioned and the Tenant shall pay to the Landlord on demand the cost of such connection works. Alternatively, the said connection works may be constructed by the Tenant at his own expense to the satisfaction of the District Lands Officer and in such case any section of the said connection works which is constructed in Government land shall upon demand be handed over by the Tenant to the Landlord for future maintenance thereof at the expense of the Landlord and the Tenant shall pay to the Landlord on demand the cost of the technical audit in respect of the said connection works.
21. Any foundations to be constructed near or adjoining any water main, sewer, storm-water drain or nullah within or adjoining the Premises shall comply with the requirements of the District Lands Officer.
22. The drainage of any building erected on the Premises shall be effected as may be required by the District Lands Officer, and the Tenant shall make all arrangements at his own expense and to the satisfaction of the District Lands Officer for the treatment and disposal of foul or contaminated water by the construction, operation and maintenance of suitable works either within the Premises or on Government land or otherwise and on such terms as the District Lands Officer shall require, and the Tenant shall be solely liable for any damage or nuisance caused thereby.
23. The Landlord does not undertake to provide facilities for flush drainage and gives no guarantee that such facilities will become available.
24. (a) The Tenant shall take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during any construction, maintenance, renewal, repair, removal or reinstatement work, to avoid doing any damage to any Government or other existing drain, waterway or watercourse (including water main), road, footpath, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running on, upon, over, under or adjacent to the Premises or any part thereof (collectively referred to as "the Works and Services").
(b) Before carrying out any of the works referred to in sub-clause (a) of this Special Condition, the Tenant shall make or cause to be

ascertain the present position and levels of the Works and Services, and shall submit his proposals for dealing with the Works and Services in writing to the District Lands Officer for his approval. No such works shall be carried out until the District Lands Officer has given his written approval.

- (c) The Tenant shall comply with and bear the sole cost of meeting any requirement imposed by the District Lands Officer in the approval referred to in sub-clause (b) of this Special Condition in respect of the Works and Services, including any necessary diversion, relaying, repairing, making good or reinstatement works.
- (d) Except as provided in Special Condition No. 19 hereof, the Tenant shall at his own expense repair, make good and reinstate to the satisfaction of the District Lands Officer any damage or disturbance caused to the surface of the Premises or any part thereof or any of the Works and Services arising in any manner out of any construction, maintenance, renewal, diversion, relaying, making good, repair or reinstatement works referred to sub-clauses (a) and (c) of this Special Condition.
- (e) If the Tenant fails to carry out any of the works referred to in sub-clauses (c) and (d) of this Special Condition to the satisfaction of the District Lands Officer, the District Lands Officer may (but is not obliged to) carry out any of such works as he considers necessary and the Tenant shall pay to the Landlord on demand the cost of such works.

25. A filtered water supply from Government mains will be given on the usual terms and subject to the provisions of the Waterworks Ordinance, any regulations made thereunder and any amending legislation, but no guarantee is given that any water that is supplied will be continuously available.

26. A salt water or treated effluent supply from Government mains will be given for flushing purposes, and the Tenant will be required to accept this supply and to install plumbing capable of withstanding the corrosive effect of salt water. If a salt water or treated effluent supply is not available when required, a temporary mains fresh water supply will be provided for flushing purposes. The temporary mains fresh water supply if required, and the ultimate salt water supply, will be given on the usual terms and subject to the provisions of the Waterworks Ordinance, any regulations made thereunder and any amending legislation.

27. Except with the prior written consent of the Water Authority, no water from Government mains shall be used for any heating, cooling or humidification purpose.

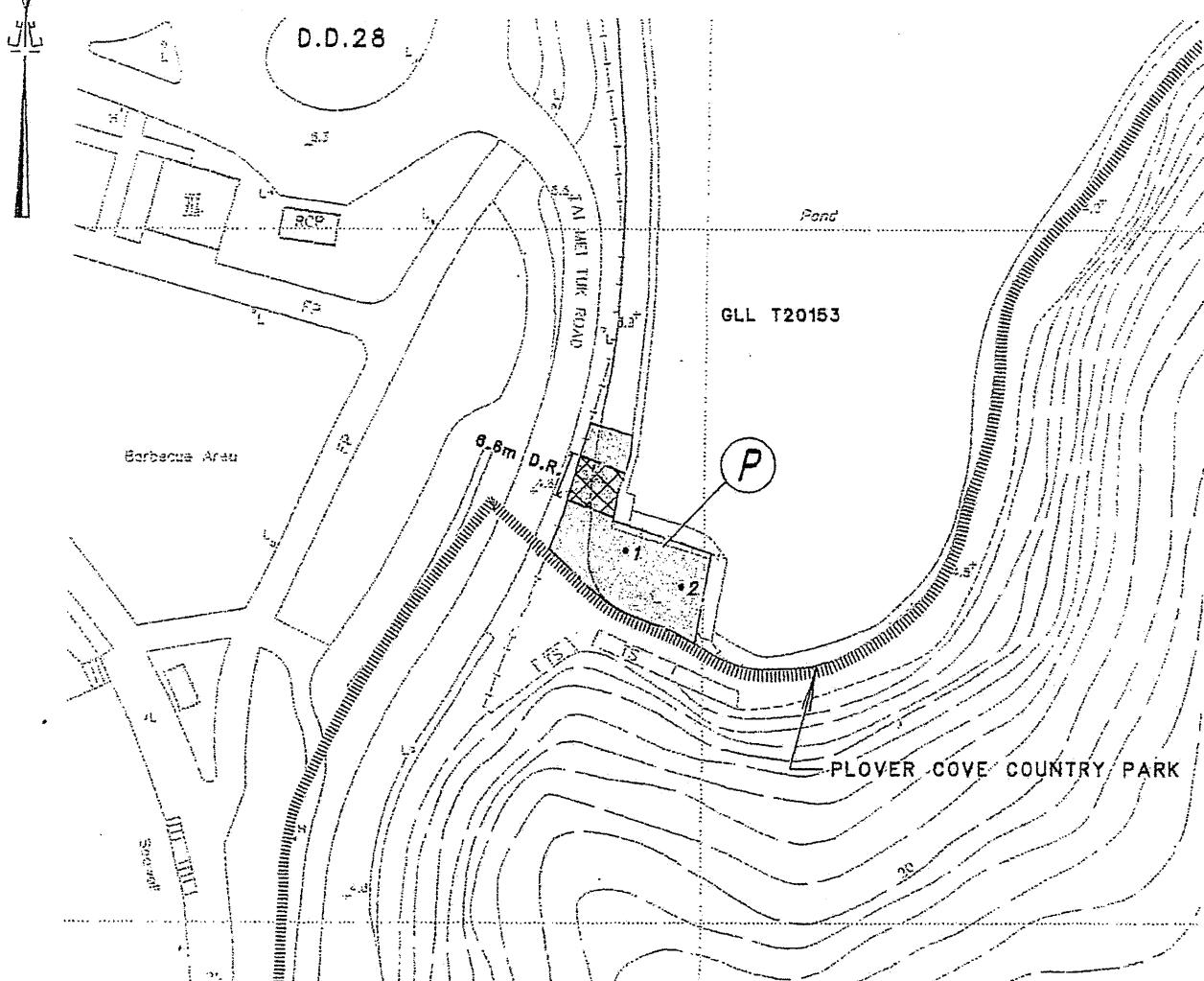
28. The Tenant shall accept the Premises in the state and condition in which they are at the date possession is given.

29. The Tenant shall observe and comply with all conditions imposed by the Town Planning Board in the approval letter dated the 14th day of May 2004 for the granting of the permission under section 16 of Town

Planning Ordinance and shall maintain and operate the Premises in all respects in compliance with the Town Planning Ordinance, by-laws, regulations and any amending legislation.

30. (a) No structure or support for any structure shall be erected within the area of drainage reserve shown coloured pink cross-hatched black and marked "D.R." on the plan annexed hereto (hereinafter referred to as "the Drainage Reserve").
- (b) No excavation, site formation works or general disturbance of the existing site condition shall be carried out by the Tenant within the Drainage Reserve except with the prior approval in writing of the District Lands Officer and in compliance with any conditions which the District Lands Officer may impose at his own discretion.
- (c) The District Lands Officer and his duly authorized officers, contractors, his or their workmen (hereinafter collectively referred to as "the Authorized Persons") with or without tools, equipment, machinery or motor vehicles shall have the right of unrestricted ingress, egress and regress at all times to, from and through the Premises free of costs for the purposes of laying, inspecting, repairing and maintaining drains, sewers, channels, drainage facilities and all other services running across, through or under the Drainage Reserve (hereinafter referred to as "the Utilities") which the District Lands Officer may require or authorize. No object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities shall be placed within the Drainage Reserve. Where in the opinion of the District Lands Officer (whose opinion shall be final and binding on the Tenant), there are objects or material within the Drainage Reserve which may obstruct access or cause excessive surcharge to the Utilities, the District Lands Officer shall be entitled by notice in writing to call upon the Tenant, at his own expense and in all respects to the satisfaction of the District Lands Officer, to demolish or remove such objects or material and to reinstate the Drainage Reserve. If the Tenant shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency the District Lands Officer may carry out such removal demolition and reinstatement works as he may consider necessary and the Tenant shall pay to the Government on demand the cost of such works.
- (d) Save in respect of the reinstatement of any trench excavated in the exercise of the aforesaid rights and powers, the Landlord and the Authorized Persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Tenant arising out of or incidental to the exercise by the Authorized Persons of the right of unrestricted ingress, egress and regress and in laying, inspecting, repairing and maintaining the Utilities conferred under sub-clause (c) of this Special Condition and no claim shall be made against the Landlord or the Authorized Persons by the Tenant in respect of any such loss, damage, nuisance or disturbance.

SHORT TERM TENANCY No. 1296
TAI PO, NEW TERRITORIES

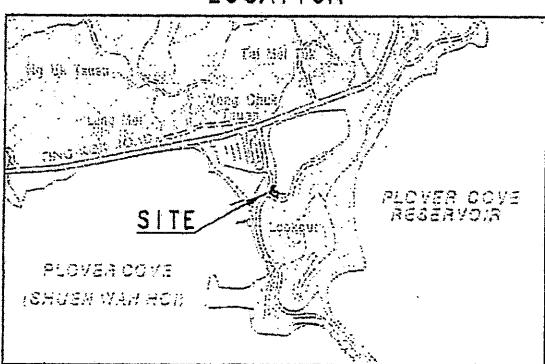


COLOURED PINK AND COLOURED PINK CROSS-HATCHED BLACK AREA 340 SQUARE METRES (ABOUT)

SCALE 1 : 1000

METRES 20 0 20 40 60 80 100 METRES

LOCATION



SCALE 1 : 20000

LEGEND

1 & 2

CONTAINERS



SPECIAL CONDITION REFERS

FOR IDENTIFICATION PURPOSES ONLY

 District Lands Office, Tai Po
Lands Department

Plan Prepared by District Survey Office, Tai Po

File No. DLO/TP 1/TAT/65

Survey Sheet No. 3-SE-24A

Layout Plan No. S/NE-TK/9

Reference Plan No. ---

PLAN No. TPM4161b

AS WITNESS WHEREOF the District Lands Officer being duly authorized by the Chief Executive so to do has set his hand hereto for and on behalf of the Landlord and the Tenant has set his hand hereto the day and year first above written.

[REDACTED]

Signed by the Tenant

[REDACTED]

[REDACTED]

Signed by the District Lands Officer, Tai Po

in the presence of

[REDACTED]

[REDACTED]

in the presence of

[REDACTED]

Personal Secretary II

Civil Servant,
Lands Department

Witness Name : _____

[REDACTED]

Address : _____

[REDACTED]

15 NOV 2005

Dated 20

TENANCY AGREEMENT

No. : Short Term Tenancy No. 1296, Tai Po

Rent : \$29,640.00 per annum

Term : Two years certain as from 1.2.2005 and
thereafter quarterly until such time as this
tenancy is determined.

Lands Department

規 劃 署

沙田、大埔及北區規劃處
香港新界沙田上禾輦路一號
沙田政府合署
十三樓 1301-1314 室



Planning Department

Sha Tin, Tai Po & North
District Planning Office
Rooms 1301-1314, 13/F,
Shatin Government Offices,
1 Sheung Wo Che Road, Sha Tin,
N.T., Hong Kong

來函檔號 Your Reference

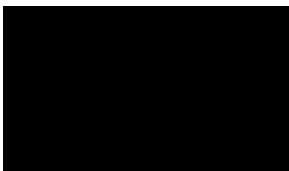
本署檔號 Our Reference TPB/A/NE-TK/768

電話號碼 Tel. No. : 2158 6220

傳真機號碼 Fax No. : 2691 2806

郵寄及傳真

(共兩頁)



余女士：

履行規劃許可附帶條件(d)項

在劃為「自然保育區」地帶的大埔大美督

丈量約份第 28 約的政府土地經營臨時商店及服務行業
(售賣小食及出租和存放與釣魚有關的用具)(為期 3 年)
(申請編號：A/NE-TK/768)

本署已於二零二三年三月二十二日收悉你就履行上述規劃許可附帶條件(d)項(即落實已獲接納的消防裝置及滅火水源建議)的來信。現回覆如下：

消防處處長已審視你提交的文件，並確認上述申請的規劃許可附帶條件(d)項經已履行。

如你對落實消防裝置及滅火水源有任何疑問，請與消防處蔡偉麟先生(電話：2733 5845)聯絡。如你有任何其他疑問，請與本署鄭嘉欣女士(電話:2158 6018)聯絡。

規劃署署長

(陳巧賢)

代行)

二零二三年五月十六日

副本抄送：

消防處處長
地政專員/大埔

(經辦人：鄧寧志先生) (傳真：2739 8775)
(經辦人：林德聰先生) (傳真：2650 9896)

內部抄送：

總城市規劃師/城市規劃委員會(1)
地盤記錄

MC/HL/AC/KL/kl

規 劃 署

沙田、大埔及北區規劃處
香港新界沙田上禾輦路一號
沙田政府合署
十三樓 1301-1314 室



Planning Department

Sha Tin, Tai Po & North District
Planning Office
Rooms 1301-1314, 13/F,
Shatin Government Offices,
1 Sheung Wo Che Road, Sha Tin,
N.T., Hong Kong.

來函檔號 Your Reference

本署檔號 Our Reference TPB/A/NE-TK/768

電話號碼 Tel. No. : 2158 6220

傳真機號碼 Fax No. : 2691 2806

郵寄及傳真

(共一頁)



余女士：

履行規劃許可附帶條件(c)項
在劃為「自然保育區」地帶的大埔大美督
丈量約份第 28 約的政府土地經營臨時商店及服務行業
(售賣小食及出租和存放與釣魚有關的用具)(為期 3 年)
(申請編號：A/NE-TK/768)

就你履行上述規劃許可附帶條件(c)項有關提交申請地點現有排水設施的記錄的來信及附加資料，本署已分別於二零二三年四月十四日、四月二十日及五月二十二日收悉，現回覆如下：

渠務署總工程師／新界北已審視你提交的文件，確認規劃許可附帶條件(c)項經已履行。他的指引性質意見刊載於附錄 I (只提供英文文本)。

如你對落實排水建議有任何疑問，請與渠務署何美鎔女士（電話：2300 1364）聯絡。如有其他疑問，請與本署鄭嘉欣女士（電話：2158 6018）聯絡。

規劃署署長

(陳巧賢)

代行)

二零二三年七月二十七日

申請編號 A/NE-TK/768 規劃許可附帶條件(c)項

渠務署總工程師／新界北的意見 (只提供英文文本) :

(經辦人: 何美鎔女士) (電話: 2300 1364)

The applicant/owner is reminded to maintain the drainage facilities whether within or outside the lot boundary at their own expense in good condition without causing adverse drainage impact to the adjacent area at all times. In addition, the applicant/owner should rectify the systems if the systems are found to be inadequate or ineffective during operation. The applicant/owner shall also be liable for and shall indemnify claims and demands arising out of damage or nuisance caused by failure of the systems.

副本抄送：

渠務署總工程師／新界北 (經辦人：何美鎔女士) (傳真：2770 4761)
地政專員／大埔 (經辦人：林德聰先生) (傳真：2650 9896)

內部抄送：

總城市規劃師／城市規劃委員會(1)
地盤記錄

MC/JW/AC/ac

JW