

List of Appendix

Appendix

Photo-copy of STW No. 2566 from DLO/YL



Appendix

電話 Tel: 2443 3001
圖文傳真 Fax: 2473 3134
電郵地址 Email: gendloyl@landsd.gov.hk
本處檔號 Our Ref: () in DLOYL 65/YAT/2000
來函檔號 Your Ref:

覆函時請註明本函檔號
Please quote our reference in response to this letter.



地政總署
元朗地政處
DISTRICT LANDS OFFICE, YUEN LONG
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.

新界元朗橋樂坊二號元朗政府合署七樓及九至十一樓
7/F & 9/F - 11/F, YUEN LONG GOVERNMENT OFFICES,
NO. 2 KIU LOK SQUARE, YUEN LONG, N.T.

同心展關懷
caring organisation
Awarded by The Hong Kong Council of Social Service
香港社會服務聯會頒發



Yuen Long,
New Territories.

By Recorded Delivery

STW NO. 2566

1- 5 JUN 2008

Dear Sirs,

Short Term Waiver No. 2566
Lot No. 1199 and Lot No. 1202 both in Demarcation District No. 106

With reference to your application concerning the above lots :

- 1.0 (a) You are the Administrators of the estate of [REDACTED] the deceased registered owner of Lot No. 1199 and Lot No. 1202 both in Demarcation District No. 106 as shown coloured pink and stippled black on the Plan No. YLM5066 annexed hereto ("the Lots") held from the Government of the Hong Kong Special Administrative Region ("the Government");
- (b) The Lots were, by the terms of the Lease ("the Block Lease") under which the Lots were held, demised as agricultural or garden ground and your tenure thereof is subject to certain restrictive covenants, including a covenant ("the covenant") to the effect that you will not convert the Lots into use for building purposes other than for the proper occupation of the Lots as agricultural or garden ground without the previous licence of the Government. Breach of the covenant would give the Government a right to re-enter the Lots;
- (c) Part of Lot No. 1202 in Demarcation District No. 106 more particularly delineated and described on the Plan No. YLM5066 annexed and thereon shown stippled black is subject to the Building Licence No. 162;



註冊編號 MAN: 08072201540124 DOC

- (d) You wish to convert portions of the Lots more particularly delineated and described on the Plan No. YLM5066 annexed hereto and thereon shown coloured pink ("the Premises") for non-agricultural building purposes, particulars of which are set out in paragraph 2.2 hereof and it is acknowledged that such conversion would, without the licence of the Government, be in breach of the covenant; and
 - (e) You have requested that the Government waives its right to re-enter the Lots for the said breach of the covenant.
- 2.0 I hereby grant on behalf of the Government a waiver ("the waiver") of the Government's right to re-enter the Lots for the said breach of the covenant so far as the breach relates to the Premises but not otherwise, such waiver being for the consideration and upon the terms and conditions hereinafter mentioned.
- 2.1 (a) The waiver is granted in consideration of payment by you to the Government, of an administrative fee in the sum of \$7,800.00 and a waiver fee in the sum of \$59,950.00 (receipts of which are acknowledged) for the period of 15 calendar months commencing on the 1st day of April 2001.
- (b) You have deposited with the Director of Lands ("the Director") the deposit of \$23,980.00 as security for the due performance and observance of the terms and conditions hereof. Such deposit may be used to offset any monetary loss or damage sustained by the Government in respect of any breach by you of the terms and conditions herein contained, but without prejudice to the Government's right to claim for any further or additional damages which it shall have sustained or may sustain as a result of your breach should the deposit be insufficient to offset the loss. Subject to paragraph 2.7(b) hereof, the deposit shall remain deposited with the Director throughout the term of the waiver and shall upon the expiration or sooner determination of the period in respect of which the waiver is granted and upon your duly observing and performing your obligations under the waiver, be refunded to you but without interest.
- 2.2 (a) No building or part thereof on the Premises may be used for any purpose other than car body engineering purpose with ancillary structures.
- (b) Except for the Premises and the part mentioned in paragraph 1.0(c) above, so far as the said Building Licence is capable of being subsisting, the remainder of the Lots shall not be built upon and shall continue to be used for agricultural or garden purposes in accordance with the Block Lease.
- 2.3 Upon the expiry or sooner determination of the waiver the Government's right to re-enter the Lots for the said breach of the covenant relating to the Premises shall be forthwith restored and in the event of any breach of the covenant thereafter the Government's right to re-enter may be exercisable as if the waiver had not been granted.
- 2.4 (a) Except as herein provided, all the covenants, conditions and provisions contained in the Block Lease shall remain in full force and effect.
- (b) The Government's right to re-enter the Lots for any breach of the covenant which relates to the remainder of the Lots other than the Premises shall remain in full force and effect.

- 2.5 (a) (i) Subject to paragraph 2.5(a)(ii) below, you may not erect or maintain or permit or suffer to be erected or maintained on the Premises or any part thereof any structure or structures.
- (ii) You may, during the subsistence of the waiver, maintain or permit or suffer to be maintained on the Premises or any part thereof the structures existing thereon at the date specified in paragraph 2.1(a) above ("the said date"). For the avoidance of doubt, it is hereby confirmed that the site coverage of the structures erected on the Premises as shown coloured pink on the Plan No. YLM5066 annexed hereto at the said date does not exceed 213.93 square metres on Lot No. 1199 in Demarcation District No. 106 and 255.53 square metres on Lot No. 1202 in Demarcation District No. 106, and the height of each of the structure erected on the Premises does not exceed 5.00 metres and shall not have more than two storeys above the level of the ground on which it is erected.
- (b) (i) No building shall be erected on the Premises of a type which by virtue of the Buildings Ordinance (Application to the New Territories) Ordinance, any regulations made thereunder and any amending legislation is exempted from the provisions of the Buildings Ordinance, any regulations made thereunder any amending legislation.
- (ii) No building or buildings may be erected on the Premises or any part thereof or upon any area or areas outside the Premises specified in these Conditions, nor may any development or use of the Premises or any part thereof, or of any area or areas outside the Premises specified in these Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation.
- (c) You shall at your own expense fence and screen the Premises in all respects to my satisfaction if so required.
- (d) Throughout the duration of the waiver :
- (i) You shall at your own expense and to the satisfaction of the Director of Fire Services :
- (I) provide suitable means of access for the passage of Fire Services appliances and Fire Services personnel to any building or buildings, structure or structures erected or placed or to be erected or placed on the Premises;
- (II) at all times permit such Fire Services personnel and Fire Services appliances the free and uninterrupted use of such means of access; and
- (III) maintain such means of access and keep the same free from obstruction.

- (ii) You shall permit the Director of Fire Services, his officers, servants or agents at all reasonable times with or without notice to enter upon the Lots or any part thereof or any building or buildings, structure or structures or any part thereof erected or placed or to be erected or placed on the Premises for the purpose of inspecting the same so as to ensure that the requirements referred to in paragraph 2.5(d)(i) hereof have been complied with.
- (e) You shall at your own expense and to the satisfaction of the Director of Fire Services provide fire hydrants, fire fighting appliances, water pumping connections and such other fire service installations and equipment (as defined in the Fire Services Ordinance, any regulations made thereunder and any amending legislation) as the Director of Fire Services in his sole discretion shall require within the Premises (or, subject to my prior written consent on any adjoining Government land) and within any building or buildings erected or to be erected on the Premises at such point or points as the Director of Fire Services may require. You shall maintain at your own expense the said fire hydrants, fire fighting appliances, water pumping connections and such other fire service installations and equipment in good condition and to the satisfaction of the Director of Fire Services.
- (f) You shall comply with all lawful requirements of the Director of Fire Services made under the Dangerous Goods Ordinance, any regulations made thereunder and any amending legislation.
- (g) You shall not cut away, remove or set back any Government land adjacent to or adjoining the Lots 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 Director who may, at his sole discretion, give his consent subject to such terms and conditions as he sees fit, including the grant of additional Government land as an extension to the Lots at such rent as he may determine.
- (h) (i) 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 Director, either within the Lots 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 you under the terms and conditions herein contained, or for any other purpose, you shall at your 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 Lots and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. You shall at all times during the term of the Block Lease maintain at your 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 Director.

- (ii) Nothing in paragraph 2.5(h)(i) above shall prejudice the Government's rights under the terms and conditions herein contained, in particular paragraph 2.5(g) hereof.
- (iii) In the event that as a result of or arising out of any formation, levelling, development or other works done by you or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the Lots or from any adjacent or adjoining Government or leased land, you shall at your own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, 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.
- (iv) In addition to any other rights or remedies herein provided for breach of any of the terms and conditions herein contained, the Director shall be entitled by notice in writing to call upon you 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 you shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and you shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.
- (i) You shall not carry out or permit any activity or works on the Lots which in the opinion of the Director may adversely affect the stability of land and structures within or surrounding the Lots.
- (j) You shall construct and maintain at your own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the Premises or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or storm-water drain all storm-water or rain-water falling or flowing on to the Premises, and you shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.
- (k) Wherever in the conditions herein contained it is provided that :
 - (i) the Government or its duly authorized officers shall or may carry out works of any description on the Lots or the Premises or any part thereof or outside the Lots or the Premises (whether on your behalf or on your failure to carry out such works or otherwise) at your cost or that you shall pay or repay to the Government or to its 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 Government or its duly authorized officers; or

- (ii) the prior approval or consent of the Government or its 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.

2.6

Notwithstanding anything to the contrary herein contained the waiver shall be determined :

- (a) forthwith upon the breach, non-performance or non-observance of any of the terms and conditions hereof;
- (b) forthwith in the event of any change, cessation or variation of the permitted use of any building on the Premises as specified in paragraph 2.2 hereof;
- (c) upon three calendar months' notice of determination in writing given by either party to the other to expire at any time but not before the 1st day of April 2002, PROVIDED THAT in the event of an order for resumption of the Lots or any part thereof taking effect under any Ordinance the aforesaid notice of determination may expire at any time after the commencement of the waiver;
- (d) forthwith upon the taking effect of an order for resumption of the Lots or any part thereof under any Ordinance;
- (e) forthwith upon any change of registered owner of any part of the Premises; and
- (f) forthwith upon any breach of the Block Lease in respect of the Lots.

Upon determination pursuant to paragraph 2.6(a), (b), (c), (d), (e) or (f) hereof, no compensation will be payable to you in respect of any loss or damage thereby occasioned.

2.7 (a)

Provided that no notice of determination or resumption has been given by either party under paragraph 2.6(c) or 2.6(d) hereof, the waiver shall be deemed to have been renewed subject to the waiver fee being paid by you in advance on 1st January, 1st April, 1st July and 1st October of each subsequent year at the rate of \$11,990.00 per quarter from 1st day of July 2002 to 31st day of March 2007, and \$11,540.00 per quarter commencing from 1st day of April 2007 or at such revised rate as may from time to time be fixed by the Government, not less than three calendar months' notice of such revised rate having been given to you in writing before it shall take effect and become payable in the above manner.

(b)

That in the event of the waiver fee hereby reserved being increased under paragraph 2.7(a) hereof, the deposit deposited with the Director in accordance with paragraph 2.1(b) of the waiver may be increased by the Government at its sole discretion upon the Government giving to you 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, you shall pay to the Director on or before the said effective date a sum equivalent to the difference between the deposit previously deposited with the Director under the waiver 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 Director under the waiver.

- 2.8 Any notice to be served by the Government under the terms of the waiver shall be sufficiently served on you if left addressed to you on the Lots or forwarded to you by post or left at your last known address or (in the case of a corporation) forwarded to you by post or left at your 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.
- 2.9 That in the event of the waiver fee hereby reserved or any increase of deposit pursuant to the terms and conditions herein or any part thereof not being paid on the due date for payment thereof (whether formally demanded or not) you shall pay interest to the Government on such amount of the waiver fee 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 fee or increase in deposit (as the case may be) due and the interest thereon has been paid by you to the Government, 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.
- 2.10 The Government has given no warranty, express 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 waiver or otherwise. The grant of the waiver shall not be construed so as to condone any structures existing on the Premises not complying with 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.
- 2.11 By execution of the waiver and in consideration thereof, you (as Administrators of the estate of [REDACTED] deceased); your executors and administrators undertake not to make any claim against the Government for any loss (whether financial or otherwise) or damage whatsoever which you may suffer as a result of or arising from the physical condition or state of the structure or building or structures or buildings erected on the Premises.
- 2.12 By execution of the waiver and in consideration thereof, you expressly acknowledge and agree that the Government shall have no liability whatsoever to you (as Administrators of the estate of [REDACTED] deceased), your executors, administrators, mortgagees or tenants or other occupiers of the Premises whether lawful or otherwise for any loss (whether financial or otherwise), damage or delay of whatsoever kind howsoever arising or resulting directly or indirectly from any act, omission, neglect or default whatsoever or howsoever arising from or in connection with or as a consequence of the grant of this waiver.

2.13

You shall indemnify and keep indemnified the Government from and against all actions, proceedings, liabilities, demands, costs, expenses, losses (whether financial or otherwise) and claims whatsoever and howsoever arising out of or in connection with :

- (a) anything done or omitted to be done by you, your servants, workmen and contractors in respect of the repair, maintenance, alteration, removal of the structure or building or structures or buildings erected on the Premises;
- (b) any accident, damage, loss or injury to any person or property resulting directly or indirectly from the existence and collapse of the structure or building or structures or buildings erected on the Premises;
- (c) any damage whatsoever occurring within adjacent or adjoining Government or leased land, which damage in the opinion of the Director (whose opinion in each case shall be final and binding upon you) has been caused as a result or in consequence, whether direct or otherwise, of the use of the Premises or any part or parts thereof for which the waiver is granted and you are required to undertake in compliance with the conditions contained in the waiver or the cause of which damage cannot in the opinion of the Director (whose opinion in each case shall be final and binding upon you) be ascribed to any other factor; and
- (d) any damage or soil and groundwater contamination caused to adjacent or adjoining land or to the Premises or any part thereof where such damage or soil and groundwater contamination has, in the opinion of the Director (whose decision shall be final and binding upon you) arisen out of any use of the Premises or out of any activities carried out on the Premises or out of any other works carried out thereon by you whether or not such use, activities or works are in compliance with the terms and conditions herein contained or in breach thereof.

2.14

Notwithstanding the grant of the waiver, the Government reserves the right to take appropriate action under the Buildings Ordinance, any regulations made thereunder and any amending legislation in respect of any structure or building erected on the Premises in the event that any of such structure or building is considered to constitute an imminent danger to life or property or to have been rendered dangerous or to be liable to become dangerous by the Building Authority (the decision of the Building Authority shall be final and binding upon you).

2.15

In the event of any order for resumption of the Lots or any part thereof taking effect under any Ordinance, you shall demolish and remove at your own expense all the buildings and structures erected on the portions of the Premises which are affected by such order. The demolition work and removal must be completed within three months from the date on which the resumption order takes effect.

3. If the foregoing terms and conditions are acceptable to you, please signify your acceptance thereof by signing the dockets on all copies of the waiver and the Plan No. YLM5066 annexed hereto. Your signatures must be duly witnessed. I note that the Lots are in mortgage to Bank of China (Hong Kong) Limited (formerly known as Po Sang Bank Limited), successor corporation to The Kwangtung Provincial Bank. It is essential the consent of your mortgagee be obtained to the foregoing terms and conditions by having such consent endorsed in the manner indicated below, on all copies of the waiver and the Plan No. YLM5066 annexed hereto. After you have signed and the consent of the mortgagee has been duly endorsed, please return all copies of the waiver and the Plan No. YLM5066 annexed hereto to me, whereupon the waiver with plan will be registered by Memorial at the Land Registry. After registration the original of the waiver with plan will be returned to you for retention with the documents of title in your possession.

4. If on the expiration of 28 days from the date of the waiver your acceptance of the above terms has not been formally signified in accordance with the preceding paragraph, the Government's approval of the waiver on these terms shall be deemed to have been automatically withdrawn.

Yours faithfully,



District Lands Officer, Yuen Long

c.c. LACO(YL&TM)

We hereby agree to and accept the foregoing terms and conditions.

Witness :

Address

Date : 5 JUN 2008

We, Bank of China (Hong Kong) Limited (formerly known as Po Sang Bank Limited), successor corporation to The Kwangtung Provincial Bank being the registered mortgagee of the Lots hereby consent to the issue of the waiver on the above terms and conditions to [REDACTED] and [REDACTED] both as the administrators of the estate of [REDACTED] deceased and [REDACTED] formally acknowledge that we have no objection to the acceptance of such terms and conditions by [REDACTED] and [REDACTED] both as the administrators of the estate of [REDACTED] deceased.

Dated the day of

20

中國銀行(香港)有限公司
For BANK OF CHINA (HONG KONG) LIMITED

負責人簽字

Authorised Signature(s)

Signed for and on behalf of Bank of China (Hong Kong) Limited (formerly known as Po Sang Bank Limited), successor corporation to The Kwangtung Provincial Bank

[N.B. You are required to note that pursuant to the provisions of the Land Registration Ordinance and the Regulations made thereunder the personal data contained in this Waiver Letter will appear in the land register(s)/record(s) of the Land Registry to facilitate the orderly conduct of land transaction and to provide the most up-to-date information to searchers.]

