

2001792

2020年 9月 1日

此文件在 收到。城市規劃委員會
只會在收到所有必要的資料及文件後才正式確認收到
申請的日期

3/8 By

Appendix I

1 SEP 2020

This document is received on
The Town Planning Board will formally acknowledge
the date of receipt of the application only upon receipt
of all the required information and documents.

Form No. S16-III
表格第 S16-III 號

**APPLICATION FOR PERMISSION
UNDER SECTION 16 OF
THE TOWN PLANNING ORDINANCE
(CAP.131)**

根據《城市規劃條例》(第131章)
第16條遞交的許可申請

**Applicable to Proposal Only Involving Temporary Use/Development of
Land and/or Building Not Exceeding 3 Years in Rural Areas or Renewal
of Permission for such Temporary Use or Development***

**適用於祇涉及位於鄉郊地區土地上及/或建築物內進行為期不超過三年
的臨時用途/發展或該等臨時用途/發展的許可續期的建議***

**Form No. S16-I should be used for other Temporary Use/Development of Land and/or Building (e.g. temporary use/developments in the Urban Area) and Renewal of Permission for such Temporary Use or Development.*

**其他土地上及/或建築物內的臨時用途/發展 (例如位於市區內的臨時用途或發展) 及有關該等臨時用途/發展的許可續期，應使用表格第S16-I號。*

Applicant who would like to publish the notice of application in local newspapers to meet one of the Town Planning Board's requirements of taking reasonable steps to obtain consent of or give notification to the current land owner, please refer to the following link regarding publishing the notice in the designated newspapers: https://www.info.gov.hk/tpb/en/plan_application/apply.html

申請人如欲在本地報章刊登申請通知，以採取城市規劃委員會就取得現行土地擁有人的同意或通知現行土地擁有人所指定的其中一項合理步驟，請瀏覽以下網址有關在指定的報章刊登通知：
https://www.info.gov.hk/tpb/tc/plan_application/apply.html

General Note and Annotation for the Form

填寫表格的一般指引及註解

"Current land owner" means any person whose name is registered in the Land Registry as that of an owner of the land to which the application relates, as at 6 weeks before the application is made
「現行土地擁有人」指在提出申請前六星期，其姓名或名稱已在土地註冊處註冊為該申請所關乎的土地的擁有人的人

& Please attach documentary proof 請夾附證明文件

^ Please insert number where appropriate 請在適當地方註明編號

Please fill "NA" for inapplicable item 請在不適用的項目填寫「不適用」

Please use separate sheets if the space provided is insufficient 如所提供的空間不足，請另頁說明

Please insert a 「✓」 at the appropriate box 請在適當的方格內上加上「✓」號

For Official Use Only 請勿填寫此欄	Application No. 申請編號	A/ KTN / 72
	Date Received 收到日期	- 1 SEP 2020

- The completed form and supporting documents (if any) should be sent to the Secretary, Town Planning Board (the Board), 15/F, North Point Government Offices, 333 Java Road, North Point, Hong Kong.
申請人須把填妥的申請表格及其他支持申請的文件 (倘有), 送交香港北角渣華道 333 號北角政府合署 15 樓城市規劃委員會 (下稱「委員會」) 秘書收。
- Please read the "Guidance Notes" carefully before you fill in this form. The document can be downloaded from the Board's website at <http://www.info.gov.hk/tpb/>. It can also be obtained from the Secretariat of the Board at 15/F, North Point Government Offices, 333 Java Road, North Point, Hong Kong (Tel: 2231 4810 or 2231 4835), and the Planning Enquiry Counters of the Planning Department (Hotline: 2231 5000) (17/F, North Point Government Offices, 333 Java Road, North Point, Hong Kong and 14/F, Sha Tin Government Offices, 1 Sheung Wo Che Road, Sha Tin, New Territories).
請先細閱《申請須知》的資料單張, 然後填寫此表格。該份文件可從委員會的網頁下載 (網址: <http://www.info.gov.hk/tpb/>), 亦可向委員會秘書處 (香港北角渣華道 333 號北角政府合署 15 樓 - 電話: 2231 4810 或 2231 4835) 及規劃署的規劃資料查詢處 (熱線: 2231 5000) (香港北角渣華道 333 號北角政府合署 17 樓及新界沙田上禾輦路 1 號沙田政府合署 14 樓) 索取。
- This form can be downloaded from the Board's website, and obtained from the Secretariat of the Board and the Planning Enquiry Counters of the Planning Department. The form should be typed or completed in block letters. The processing of the application may be refused if the required information or the required copies are incomplete.
此表格可從委員會的網頁下載, 亦可向委員會秘書處及規劃署的規劃資料查詢處索取。申請人須以打印方式或以正楷填寫表格。如果申請人所提交的資料或文件副本不齊全, 委員會可拒絕處理有關申請。

1. Name of Applicant 申請人姓名/名稱

(☒ Mr. 先生 / ☐ Mrs. 夫人 / ☐ Miss 小姐 / ☐ Ms. 女士 / ☐ Company 公司 / ☐ Organisation 機構)

HUI Muk Fai Daniel 許木輝

2. Name of Authorised Agent (if applicable) 獲授權代理人姓名/名稱 (如適用)

(☒ Mr. 先生 / ☐ Mrs. 夫人 / ☐ Miss 小姐 / ☐ Ms. 女士 / ☐ Company 公司 / ☐ Organisation 機構)

Man Chi Consultants and Construction Limited
敏志顧問及建築工程有限公司

3. Application Site 申請地點

(a) Full address / location / demarcation district and lot number (if applicable) 詳細地址/地點/丈量約份及地段號碼 (如適用)	Government Land situates at Kwu Tung Demarcation District No.95, Sheung Shui, New Territories
(b) Site area and/or gross floor area involved 涉及的地盤面積及/或總樓面面積	<input checked="" type="checkbox"/> Site area 地盤面積 2117.8 sq.m 平方米 <input checked="" type="checkbox"/> About 約 <input checked="" type="checkbox"/> Gross floor area 總樓面面積 1543.37 sq.m 平方米 <input checked="" type="checkbox"/> About 約
(c) Area of Government land included (if any) 所包括的政府土地面積 (倘有) 2117.8 sq.m 平方米 <input checked="" type="checkbox"/> About 約

(d) Name and number of the related statutory plan(s) 有關法定圖則的名稱及編號	Approved Kwu Tung North Outline Zoning Plan No. S/KTN/2
(e) Land use zone(s) involved 涉及的土地用途地帶	"Other Specified Uses" (OU) annotated as "Business and Technology Park" (63%) and "Road" (37%)
(f) Current use(s) 現時用途	Temporary Shop and Services and Open Storage (for Storage and Sale of Construction Materials, including ancillary office and accommodation) (If there are any Government, institution or community facilities, please illustrate on plan and specify the use and gross floor area) (如有任何政府、機構或社區設施，請在圖則上顯示，並註明用途及總樓面面積)

4. "Current Land Owner" of Application Site 申請地點的「現行土地擁有人」

The applicant 申請人 -

- ☐ is the sole "current land owner" (please proceed to Part 6 and attach documentary proof of ownership).
是唯一的「現行土地擁有人」 (請繼續填寫第 6 部分，並夾附業權證明文件)。
- ☐ is one of the "current land owners" (please attach documentary proof of ownership).
是其中一名「現行土地擁有人」 (請夾附業權證明文件)。
- ☐ is not a "current land owner".
並不是「現行土地擁有人」。
- ☒ The application site is entirely on Government land (please proceed to Part 6).
申請地點完全位於政府土地上 (請繼續填寫第 6 部分)。

5. Statement on Owner's Consent/Notification 就土地擁有人的同意/通知土地擁有人的陳述

- (a) According to the record(s) of the Land Registry as at (DD/MM/YYYY), this application involves a total of "current land owner(s)".
根據土地註冊處截至 年 月 日的記錄，這宗申請共牽涉 名「現行土地擁有人」。

(b) The applicant 申請人 -

- ☐ has obtained consent(s) of "current land owner(s)".
已取得 名「現行土地擁有人」的同意。

Details of consent of "current land owner(s)" obtained 取得「現行土地擁有人」同意的詳情		
No. of 'Current Land Owner(s)' 「現行土地擁有人」數目	Lot number/address of premises as shown in the record of the Land Registry where consent(s) has/have been obtained 根據土地註冊處記錄已獲得同意的地段號碼/處所地址	Date of consent obtained (DD/MM/YYYY) 取得同意的日期 (日/月/年)

(Please use separate sheets if the space of any box above is insufficient. 如上列任何方格的空間不足，請另頁說明)

- ☐ has notified "current land owner(s)"[#]
已通知 名「現行土地擁有人」[#]。

Details of the "current land owner(s)" [#] notified 已獲通知「現行土地擁有人」 [#] 的詳細資料		
No. of 'Current Land Owner(s)' 「現行土地擁有人」數目	Lot number/address of premises as shown in the record of the Land Registry where notification(s) has/have been given 根據土地註冊處記錄已發出通知的地段號碼／處所地址	Date of notification given (DD/MM/YYYY) 通知日期(日/月/年)

(Please use separate sheets if the space of any box above is insufficient. 如上列任何方格的空間不足，請另頁說明)

- ☐ has taken reasonable steps to obtain consent of or give notification to owner(s):
已採取合理步驟以取得土地擁有人的同意或向該人發給通知。詳情如下：

Reasonable Steps to Obtain Consent of Owner(s) 取得土地擁有人的同意所採取的合理步驟

- ☐ sent request for consent to the "current land owner(s)" on _____ (DD/MM/YYYY)^{#&}
於_____ (日/月/年)向每一名「現行土地擁有人」[#]郵遞要求同意書[&]

Reasonable Steps to Give Notification to Owner(s) 向土地擁有人發出通知所採取的合理步驟

- ☐ published notices in local newspapers on _____ (DD/MM/YYYY)[&]
於_____ (日/月/年)在指定報章就申請刊登一次通知[&]
- ☐ posted notice in a prominent position on or near application site/premises on _____ (DD/MM/YYYY)[&]
於_____ (日/月/年)在申請地點／申請處所或附近的顯明位置貼出關於該申請的通知[&]
- ☐ sent notice to relevant owners' corporation(s)/owners' committee(s)/mutual aid committee(s)/management office(s) or rural committee on _____ (DD/MM/YYYY)[&]
於_____ (日/月/年)把通知寄往相關的業主立案法團／業主委員會／互助委員會或管理處，或有關的鄉事委員會[&]

Others 其他

- ☐ others (please specify)
其他（請指明）

Note: May insert more than one 「✓」.

Information should be provided on the basis of each and every lot (if applicable) and premises (if any) in respect of the application.

註：可在多於一個方格內加上「✓」號

申請人須就申請涉及的每一地段（倘適用）及處所（倘有）分別提供資料

6. Type(s) of Application 申請類別	
(A) Temporary Use/Development of Land and/or Building Not Exceeding 3 Years in Rural Areas 位於鄉郊地區土地上及/或建築物內進行為期不超過三年的臨時用途/發展 (For Renewal of Permission for Temporary Use or Development in Rural Areas, please proceed to Part (B)) (如屬位於鄉郊地區臨時用途/發展的規劃許可續期，請填寫(B)部分)	
(a) Proposed use(s)/development 擬議用途/發展	Proposed Temporary Shop and Services and Open Storage (for Storage and Sale of Construction Materials including ancillary office and accommodation) (Please illustrate the details of the proposal on a layout plan) (請用平面圖說明擬議詳情)
(b) Effective period of permission applied for 申請的許可有效期	<input checked="" type="checkbox"/> year(s) 年 Three <input type="checkbox"/> month(s) 個月
(c) Development Schedule 發展細節表	
Proposed uncovered land area 擬議露天土地面積	660.9sq.m <input type="checkbox"/> About 約
Proposed covered land area 擬議有上蓋土地面積	1456.9sq.m <input checked="" type="checkbox"/> About 約
Proposed number of buildings/structures 擬議建築物/構築物數目	13
Proposed domestic floor area 擬議住用樓面面積	557.91sq.m <input checked="" type="checkbox"/> About 約
Proposed non-domestic floor area 擬議非住用樓面面積	985.46sq.m <input checked="" type="checkbox"/> About 約
Proposed gross floor area 擬議總樓面面積	1543.37sq.m <input checked="" type="checkbox"/> About 約
Proposed height and use(s) of different floors of buildings/structures (if applicable) 建築物/構築物的擬議高度及不同樓層的擬議用途 (如適用) (Please use separate sheets if the space below is insufficient) (如以下空間不足，請另頁說明)	
1 Open-side Canopy (Storage of Construction Materials) 5.64m (H) 2 Porch (Domestic) 4.8m (H) 3 Storeroom (Storage of Construction Materials) 3.6m (H) 4 Latrine (Domestic) 2.10m (H) 5 Porch (Domestic) 2.70m (H) 6 ACC (Domestic) 3.96m (H) 7 Canopy (Storage of Construction Materials) 2.5m (H) U Canopy (Domestic) 2.9m (H) A Acc (Domestic) 3.10m (H) B Acc (Domestic) 3.96m (H) (2-storey) C Acc (Domestic) 5.64m (H) (2-storey) D Acc (Domestic) 3.96m (H) E Cockloft (Domestic) 5.64m (H)	
Proposed number of car parking spaces by types 不同種類停車位的擬議數目 N.A.	
Private Car Parking Spaces 私家車車位	
Motorcycle Parking Spaces 電單車車位	
Light Goods Vehicle Parking Spaces 輕型貨車泊車位	
Medium Goods Vehicle Parking Spaces 中型貨車泊車位	
Heavy Goods Vehicle Parking Spaces 重型貨車泊車位	
Others (Please Specify) 其他 (請列明)	
Proposed number of loading/unloading spaces 上落客貨車位的擬議數目 N.A.	
Taxi Spaces 的士車位	
Coach Spaces 旅遊巴車位	
Light Goods Vehicle Spaces 輕型貨車車位	
Medium Goods Vehicle Spaces 中型貨車車位	
Heavy Goods Vehicle Spaces 重型貨車車位	
Others (Please Specify) 其他 (請列明)	

Proposed operating hours 擬議營運時間 09:00am to 06:00pm, Monday to Sunday, including Public Holidays.....			
(d) Any vehicular access to the site/subject building? 是否有車路通往地盤/ 有關建築物?	Yes 是	<input checked="" type="checkbox"/> There is an existing access. (please indicate the street name, where appropriate) 有一條現有車路。(請註明車路名稱(如適用)) <u>Castle Peak Road, Kwu Tung Section</u>	
	No 否	<input type="checkbox"/> There is a proposed access. (please illustrate on plan and specify the width) 有一條擬議車路。(請在圖則顯示, 並註明車路的闊度)	
(e) Impacts of Development Proposal 擬議發展計劃的影響 (If necessary, please use separate sheets to indicate the proposed measures to minimise possible adverse impacts or give justifications/reasons for not providing such measures. 如需要的話, 請另頁表示可盡量減少可能出現不良影響的措施, 否則請提供理據/理由。)			
(i) Does the development proposal involve alteration of existing building? 擬議發展計劃是否包括現有建築物的改動?	Yes 是	<input type="checkbox"/> Please provide details. 請提供詳情	
	No 否	<input checked="" type="checkbox"/>	
(ii) Does the development proposal involve the operation on the right? 擬議發展是否涉及右列的工程?	Yes 是	<input type="checkbox"/> (Please indicate on site plan the boundary of concerned land/pond(s), and particulars of stream diversion, the extent of filling of land/pond(s) and/or excavation of land) (請用地盤平面圖顯示有關土地/池塘界線, 以及河道改道、填塘、填土及/或挖土的細節及/或範圍) <input type="checkbox"/> Diversion of stream 河道改道 <input type="checkbox"/> Filling of pond 填塘 Area of filling 填塘面積 sq.m 平方米 <input type="checkbox"/> About 約 Depth of filling 填塘深度 m 米 <input type="checkbox"/> About 約 <input type="checkbox"/> Filling of land 填土 Area of filling 填土面積 sq.m 平方米 <input type="checkbox"/> About 約 Depth of filling 填土厚度 m 米 <input type="checkbox"/> About 約 <input type="checkbox"/> Excavation of land 挖土 Area of excavation 挖土面積 sq.m 平方米 <input type="checkbox"/> About 約 Depth of excavation 挖土深度 m 米 <input type="checkbox"/> About 約	
	No 否	<input checked="" type="checkbox"/>	
(iii) Would the development proposal cause any adverse impacts? 擬議發展計劃會否造成不良影響?	On environment 對環境 Yes 會 <input type="checkbox"/> No 不會 <input checked="" type="checkbox"/> On traffic 對交通 Yes 會 <input type="checkbox"/> No 不會 <input checked="" type="checkbox"/> On water supply 對供水 Yes 會 <input type="checkbox"/> No 不會 <input checked="" type="checkbox"/> On drainage 對排水 Yes 會 <input type="checkbox"/> No 不會 <input checked="" type="checkbox"/> On slopes 對斜坡 Yes 會 <input type="checkbox"/> No 不會 <input checked="" type="checkbox"/> Affected by slopes 受斜坡影響 Yes 會 <input type="checkbox"/> No 不會 <input checked="" type="checkbox"/> Landscape Impact 構成景觀影響 Yes 會 <input type="checkbox"/> No 不會 <input checked="" type="checkbox"/> Tree Felling 砍伐樹木 Yes 會 <input type="checkbox"/> No 不會 <input checked="" type="checkbox"/> Visual Impact 構成視覺影響 Yes 會 <input type="checkbox"/> No 不會 <input checked="" type="checkbox"/> Others (Please Specify) 其他 (請列明) Yes 會 <input type="checkbox"/> No 不會 <input checked="" type="checkbox"/>		

	<p>Please state measure(s) to minimise the impact(s). For tree felling, please state the number, diameter at breast height and species of the affected trees (if possible)</p> <p>請註明盡量減少影響的措施。如涉及砍伐樹木，請說明受影響樹木的數目、及胸高度的樹幹直徑及品種(倘可)</p> <p>N.A.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
--	--

(B) Renewal of Permission for Temporary Use or Development in Rural Areas

位於鄉郊地區臨時用途/發展的許可續期

(a) Application number to which the permission relates 與許可有關的申請編號	A/ _____ / _____
(b) Date of approval 獲批給許可的日期 (DD 日/MM 月/YYYY 年)
(c) Date of expiry 許可屆滿日期 (DD 日/MM 月/YYYY 年)
(d) Approved use/development 已批給許可的用途/發展	
(e) Approval conditions 附帶條件	<p><input type="checkbox"/> The permission does not have any approval condition 許可並沒有任何附帶條件</p> <p><input type="checkbox"/> Applicant has complied with all the approval conditions 申請人已履行全部附帶條件</p> <p><input type="checkbox"/> Applicant has not yet complied with the following approval condition(s): 申請人仍未履行下列附帶條件：</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Reason(s) for non-compliance: 仍未履行的原因：</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>(Please use separate sheets if the space above is insufficient) (如以上空間不足，請另頁說明)</p>
(f) Renewal period sought 要求的續期期間	<p><input type="checkbox"/> year(s) 年</p> <p><input type="checkbox"/> month(s) 個月</p>

7. Justifications 理由

The applicant is invited to provide justifications in support of the application. Use separate sheets if necessary.
現請申請人提供申請理由及支持其申請的資料。如有需要，請另頁說明。

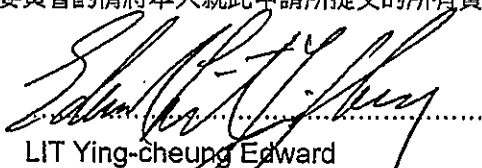
Please refer to the attached Planning Statement 。

8. Declaration 聲明

I hereby declare that the particulars given in this application are correct and true to the best of my knowledge and belief.
本人謹此聲明，本人就這宗申請提交的資料，據本人所知及所信，均屬真實無誤。

I hereby grant a permission to the Board to copy all the materials submitted in an application to the Board and/or to upload such materials to the Board's website for browsing and downloading by the public free-of-charge at the Board's discretion.
本人現准許委員會酌情將本人就此申請所提交的所有資料複製及/或上載至委員會網站，供公眾免費瀏覽或下載。

Signature
簽署


LIT Ying-cheung Edward

Name in Block Letters
姓名（請以正楷填寫）

☐ Applicant 申請人 / ☒ Authorised Agent 獲授權代理人

Director

Position (if applicable)
職位（如適用）

Professional Qualification(s)
專業資格

- ☐ Member 會員 / ☐ Fellow of 資深會員
☐ HKIP 香港規劃師學會 / ☐ HKIA 香港建築師學會 /
☐ HKIS 香港測量師學會 / ☐ HKIE 香港工程師學會 /
☐ HKILA 香港園境師學會 / ☐ HKIUD 香港城市設計學會

Others 其他

on behalf of
代表

Man Chi Consultants and Construction Limited

☒ Company 公司 / ☐ Organisation Name and Chop (if applicable) 機構名稱及蓋章（如適用）



Date 日期

03.08.2020 (DD/MM/YYYY 日/月/年)

Remark 備註

The materials submitted in an application to the Board and the Board's decision on the application would be disclosed to the public. Such materials would also be uploaded to the Board's website for browsing and free downloading by the public where the Board considers appropriate.

委員會會向公眾披露申請人所遞交的申請資料和委員會對申請所作的決定。在委員會認為合適的情況下，有關申請資料亦會上載至委員會網頁供公眾免費瀏覽及下載。

Warning 警告

Any person who knowingly or wilfully makes any statement or furnish any information in connection with this application, which is false in any material particular, shall be liable to an offence under the Crimes Ordinance.

任何人在明知或故意的情況下，就這宗申請提出在任何要項上是虛假的陳述或資料，即屬違反《刑事罪行條例》。

Statement on Personal Data 個人資料的聲明

1. The personal data submitted to the Board in this application will be used by the Secretary of the Board and Government departments for the following purposes:

委員會就這宗申請所收到的個人資料會交給委員會秘書及政府部門，以根據《城市規劃條例》及相關的城市規劃委員會規劃指引的規定作以下用途：

- (a) the processing of this application which includes making available the name of the applicant for public inspection when making available this application for public inspection; and
處理這宗申請，包括公布這宗申請供公眾查閱，同時公布申請人的姓名供公眾查閱；以及
(b) facilitating communication between the applicant and the Secretary of the Board/Government departments.
方便申請人與委員會秘書及政府部門之間進行聯絡。

2. The personal data provided by the applicant in this application may also be disclosed to other persons for the purposes mentioned in paragraph 1 above.

申請人就這宗申請提供的個人資料，或亦會向其他人士披露，以作上述第 1 段提及的用途。

3. An applicant has a right of access and correction with respect to his/her personal data as provided under the Personal Data (Privacy) Ordinance (Cap. 486). Request for personal data access and correction should be addressed to the Secretary of the Board at 15/F, North Point Government Offices, 333 Java Road, North Point, Hong Kong.

根據《個人資料(私隱)條例》(第 486 章)的規定，申請人有權查閱及更正其個人資料。如欲查閱及更正個人資料，應向委員會秘書提出有關要求，其地址為香港北角渣華道 333 號北角政府合署 15 樓。

☐ Urgent ☐ Return receipt ☐ Sign ☐ Encrypt ☐ Mark Subject Restricted ☐ Expand personal&public groups



S. 16 Application No. A/KTN/72
27/09/2020 09:14 PM

From:

To: tpbpd <tpbpd@pland.gov.hk>

Cc: cymchan@pland.gov.hk

History: This message has been forwarded.

Dear Sir/Madam,

Regarding the comments from the Transport Department, our responses are as follows:-

(a) **Please advise the vehicular trips during the AM & PM peak hours:**

The operation time for the proposed use is from **0900 am to 0600 pm** so normally, only about **1 to 2** vehicular trips may be taken place during the AM peak hours.

Regarding the PM peak hours, as it is very close to the closing time of the shop as well as the off-duty time of the workers, only **2 to 3** vehicular trips may be taken place at the application site.

(b) **Please advise whether the vehicles can manoeuvre within the application site without reversing on the Castle Peak Road-Kwu Tung**

As sufficient Government land is just in front of the shop, the vehicles can easily manoeuvre within the site without reversing on the Castle Peak Road-Kwu Tung Section.

Best regards

LIT Ying-cheung Edward

☐ Urgent ☐ Return receipt ☐ Sign ☐ Encrypt ☐ Mark Subject Restricted ☐ Expand personal&public groups



Planning Application No. A/KTN/72 at GL , Kwu Tung
27/06/2021 07:26 PM

From: YC Lit
To: tpbpd <tpbpd@pland.gov.hk>
Cc: cymchan <cymchan@pland.gov.hk>

9 attachments

Boundaries Application Site - Figure 2a (1) A TKN 72.pdf Application Site KTN 72 - Figure 7F.pdf
Fig.08 (Rev. E).pdf Figure 11 B (1) Application Site TKLN 72.pdf Figure 12 KTN 72_000151.pdf
Emails Complaint from Allan HUNG APP A_000011.pdf Application Site - Figure 6a (1) A TKN 72.pdf
Ex. STT 586 Hui Yan Ping_000147.pdf Undertaking From HUI Muk Fai dated 24.6.2021.pdf

Dear Sir/Madam,

We refer to FI submitted to your office on 23.06.2021 concerning the application (Application No. A/KTN/72 refers) at Government Land at Kwu Tung in DD 95.

Due to unexpected circumstances, I would like to withdraw our previous FIs submitted to your office as follows:

- (a) FI of 2.12.2020;
- (b) FI of 29.12.2020 (including 2 Emails);
- (c) FI of 22.03.2021 (including Emails of 19, 20, 21 March, 2021) ; and
- (d) FI of 23.06.2021.

The FI submitted to you on 27.9.2020 is still valid.

The revised consolidated Further Information (F.I.) are submitted hereunder for your consideration;

In response to the comments from CEED, our responses are as follows:

We totally agreed that the portion-coloured orange area as indicated in the plan at Appendix I from CEED **should be excluded** from the application site. As mentioned in our Planning Statement, this piece of Government land was handed back to the Government by the applicant.

We felt sorry to made this mistake because we only scale-off this piece of Government land from the plan attached to the letter from DLO/N. Thanks to the co-ordinates supplied by CEDD, we confirm that the application site facing the Castle Peak Road be set-back 1.8 m

which resulted that the area of the application site should now read as **2091 sq. m.** A revised site boundaries plan is attached herewith (Fig. 2a(1)) for your retention.

In responses to the comment from Plan Dept, our responses are as follows:

(i) Please provide more information about the proposed accommodation use. (Such as accommodation for whom, and number of persons to be accommodated, how it relates to the primary use), and justify the considerable portion for accommodation use.

Please be advised that the application site is a shop established in the early 50s. The founder was the late father of the applicant. All along, the shop has been running in the traditional Chinese style (i.e., all family members are working together at the shop). After the death of Mr. HUI Yan Ping, his wife, 2 sons and one daughter are all working together at the shop. The ex-Short Term Tenancy No. 1216 which was issued to the applicant, Mr. HUI Muk fai on 22.01.2002 which permitted an ancillary accommodation area of not exceeding 323.64 sq. metres. After a lapse of 18 years, their family sizes become a little bigger (i.e., currently it is a total of 14 persons). It is reasonable that they need more accommodation. In order not to exceed the permitted roofed-over-area of the ancillary accommodation as permitted under the Ex-STT 1216, the applicant and his family members agreed to rearrange their accommodations for their family members which are listed below: -

<u>T/S No.</u>	<u>Name/Relationship of the occupants thereat</u>
G/F. of T/S No. A & B	Hui Muk fai- applicant + his wife.1 son, 1 daughter (Total:4 persons)
T/S No. 6	Hui Muk Cheong, brother of applicant + wife, 1son, 2 daughters (Total: 5 persons)
T/S No. 6	LAM Sheung Ying, Mother of the applicant + Applicant's sister and her daughter (Total: 3 persons)
T/S No. 6	Applicant's sister-in-law (his wife side) + son(Total:2 persons)

A total of 14 immediate members are all living there. Amongst the occupants thereat, the applicant, his wife, his brother, the sister-in-law and sister are primary workers/staff of the shop. Even the 2-generations of the Hui's family are also serving as helpers at the shop during Sunday or holidays.

Fig 7(Rev. F) and Fig 8 (Rev. E) showing the locations of T/S s for accommodation use are attached hereunder for your easy reference.

(ii) Would you please clarify on the total domestic floor under the subject STT application and that allowed under the ex-STT respectively? If there is any change, please specify the change. Further please also clarify if your applied use includes “warehouse” use.

According to the ex-STT No. 1216 comprising an area of 2130 sq. metres was granted in 2002. The total permitted roofed-over area not exceeding 793.86 square metres of which not

exceeding 323.64 square metres for ancillary accommodation use. The exact location/s of the domestic structures were not specifically mentioned/marked in the ex-STT.

After a small fire broke out on the application site on 22.2.2016, the applicant subsequently repaired the shop and erected an open-side canopy as the shop. Due to the construction method, the area of the existing open-side canopy is 1211.64 sq. metres. **Remarks (1):** the applicant undertakes that he will demolish/reduce the sizes of the existing open-side canopy to 857.24 sq. metres if Planning Approval for application use is granted. However, due to the fact that the open-side canopy also covered 4 domestic structures (i.e., TSs No. A, B, C & D as shown on the figure 08 (Rev.E)). After deduction of these areas for the domestic uses, the actual area for the shop and services for this open-side canopy (Ts No. 1 as shown on the figure 07 (Rev. F) should only be **650.33 sq. metres**

Remarks (2): In order to trim down the domestic GFA, the application also undertakes to demolish the Cockloft (i.e., Ts No. E as shown on the Fig.08 Rev. B)) if planning approval for the application use is given. The current domestic user structures and the non-domestic user structure's floor area under the current S. 16 application is now revised and indicated as follows:

Gross Floor Area for Non-domestic structures and Domestic Structures under Current Application (Please refer to Figure 7 (Rev. F) and Figure 8 Rev. E)

Item No.	User/ Non-domestic GFA	User/Domestic GFA
T/S No.1	Shop & Services 650.33 sq. m * Please see remarks (1)	
T/S No 2	Porch in front of the shop 25.00 sq. m	
T/S No.3	Storeroom 26.64 sq. m.	
T/S No. 4	Latrine 7.56 sq. m (For customers use)	
T/S No. 5	Porch (Warehouse) 20.44 sq. m	
T/S No. 6		ACC 110.26 sq. m + 28.99 sq. m.= 139.25 sq. m
T/S No. 7.	Canopy(warehouse) To be demolished once Planning Approval is given	
T/S No. U	Canopy To be demolished once Planning Approval is given	
T/S No. A.		ACC 119.0 sq. m
T/S No. B	Office (1/F.) 50.70 sq. m	ACC (G/F.) 50.70 sq. m
T/S No. C	Office (1/F.) 35.70 sq. m Warehouse(G/F) 35.70sq.m	
T/S No. D	Warehouse 37.21 sq. m	

T/S No. E		Cockloft (Please see Remarks (2))
Total	889.28 sq. m.	308.95 sq. m.
Location S	*Open Storage 35 sq. m.	
Location T	*Open Storage 30 sq. m.	

The applied use will include “warehouse” The structures for the “Warehouse” are T/S No. 5, T/S No.C (G/F.,) and T/S No. D respectively.

In response to the public comments from Lung Chau Vegetable Cooperative Society Limited, our responses are as follows; -

(i) the objection is purely arising from the personal grudge between the applicant and Ms LAM Ching ping (林靜萍), writer of the objection letter from Lung Chau Vegetable Market Cooperative Society Limited. The sequence of events are as follows: -

on 13.08.2020, the brother-in-law of the applicant, Mr. Alan HUNG, made a complaint to District Lands Office, North (DLO/N) against Ms LAM for the illegal occupation of Government land by parking vehicles onto it (Please see the photo-copy of the complaint E-mails from Alan HUNG and the reply from DLO/YL at as attached).

Apart from this personal grudge between them, I would like to respond to the worries from Ms LAM as follows:

1. The application site with a number of temporary structures has been on the site since the 50's. (i.e., even earlier than the establishment of the Society). The Ex-STT for the late father of the applicant was STT No. 138 whereas the Society 's STT is of the No. 589). So far, there are no arguments between them until Aug, 2020. Even though the applicant rebuilt/repared his structures after a small fire came from a short circuit in 2016, Ms LAM, as well as other neighbours, made no complaint to it. Of course, she is free to make comment/complaint at any time if she wishes.

2. there are clearances between the structures of them (please see the Fig 07 (Rev. E). It shows that the clearance between their structures is from 0.8.m to 2.8m. However, there is no clearance between Ms LAM 's structures and the structures of Chung Hing Hong(宗興行), which is a shop for selling of LPG cylinders and kerosene (i.e., flammable goods). She never asked Chung Hing Hong(宗興行), a shop for selling of flammable goods such as kerosene and LPG cylinders to leave a lane of 2 m. Is it a fair treatment to the applicant who had already built the structures there for so many years?

3. For firefighting, the structures in question are all situated abutting the Castle Peak Road (Kwu Tung Section). The fire engine/s and ambulance/s can directly/easily approach the site without any obstacles. The applicant is very willing to comply with the condition/s imposed by the Fire Services Department, if any;

4. The application use is not for selling of inflammable goods. A small portion of the application site is for storage of a small quantity of timber. The applicant had already sought the Timber Storage Licence from the Fire Services Department who would also arrange inspection to the site regularly.
5. For the hygiene aspect, the application site and the STT 589 is separated by a chain-link fence erected by the applicant. So far, both parties are responsible for their own hygiene work and rubbish cleansing responsibilities within their own boundaries.
6. In order to avoid dispute/complaint, the applicant undertakes that he will set back 1.5 m (width) clearance between his structures and the complainant's structures. The proposed 1.5 metres clearance is shown hatched black on Figure 11 (Rev. B) for your easy reference.

In response to the comments from DLO(N):

(a) No building or structure or support for any building or structure may be erected or constructed on, over, under, above, below or within the Pink Hatched Black Area measuring 1.5 metres from the common boundaries line of the application site and the adjoining STT No. 589 except the drains, sewers, channels, drainage facilities and any other services may be constructed or provided below the ground level of the Pink Hatched Area (such area being referred to as "the unobstructed Area");

Noted and agreed by the applicant. The "unobstructed Area" of 1.5.m in width is shown hatched black on Fig. 11 (Rev. B) for your easy reference.

(b) The applicant shall give a right of way at all times over the Unobstructed Area to the tenant of the adjoining STT 589 and other persons authorized by the tenant for carrying out repair and maintenance of the public utilities and services relating to STT No. 589

The applicant agreed subject to:

- (i) Advance notice of at least one day should be given to the applicant;
- (ii) Such works should be carried out at a reasonable date and time.

The applicant is well aware that the height and the roofed-over area of the non-domestic structures are higher/larger than the permitted one in the Ex-STT 1216. However, they have existed there since 2016 (i.e. immediate after the small fire on site in 2016). According to the Press Release from Lands Department, the Government would consider regularization of unauthorized occupation of GL or unauthorized structures erected before **28.3.2017**.

Under such circumstances and taking into consideration the long history of application site and application use, we would be very grateful if the Lands Department would sympathically

consider the regularization of the existing structures on site so as to allow the applicant to keep on running his small business.

In response to the comment from EPD;

We write to confirm that no parking space is required at the premises. Moreover, NO heavy vehicle will be entered into the Application Site as the applicant is only selling small construction materials and metal hard wares, The suppliers and customers only use private cars or light goods vehicles for delivery/shopping of the products and would immediately leave the application site after delivery of goods or shopping. Fig. 6 a(1) showing the current loading/unloading spaces of the Application site.

Ex-STT 586

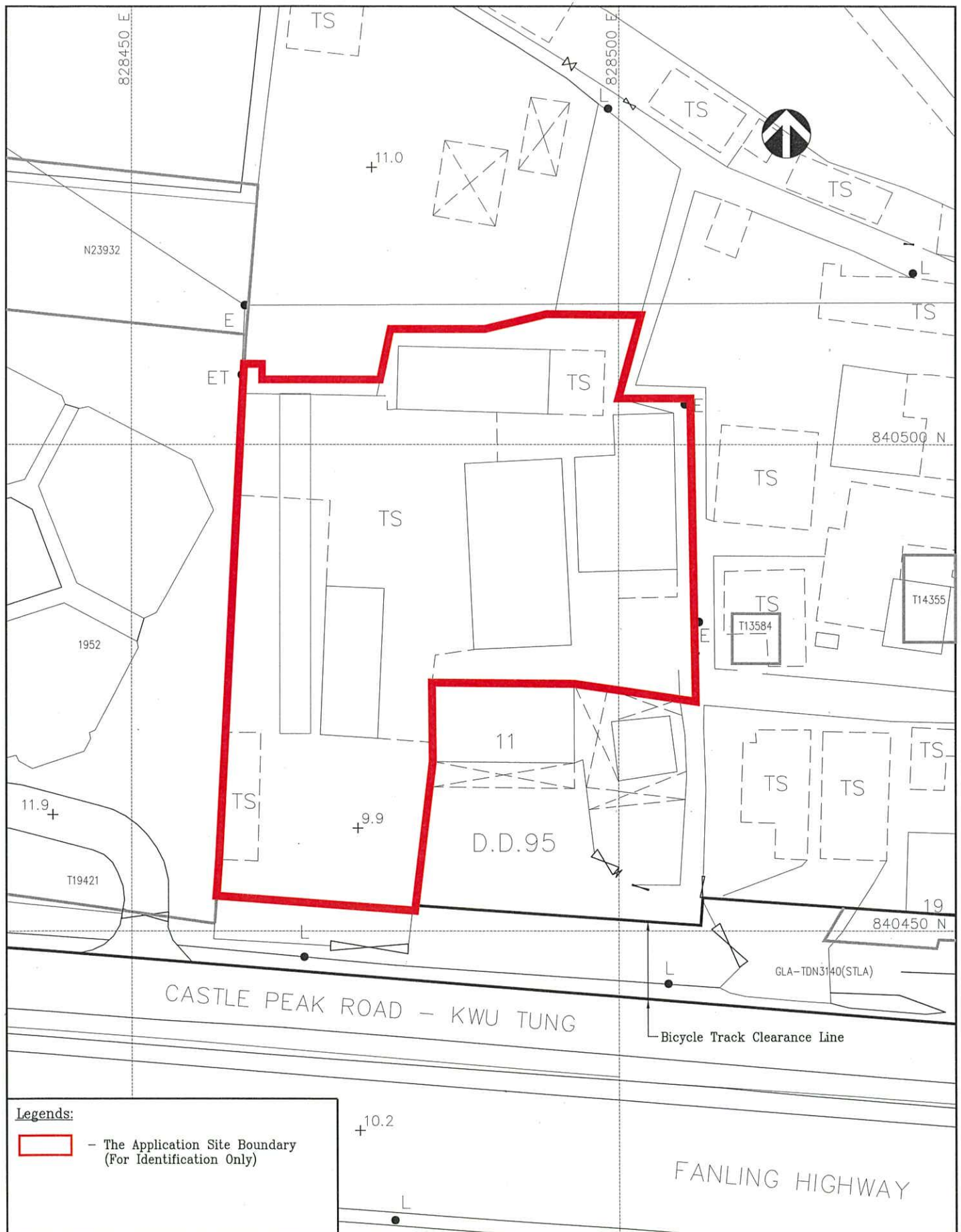
We also want to supplement that all along ,the Application Site and Application Use are covered by Crown Licence Permit T 10910 dated 1.4.1968, Short Term Tenancy No. 138 dated 9.7.1976 and Short Term Tenancy No. 1216 dated 22.1.2002 which have been attached as Appendix I, II and III in our Planning Statement respectively.

We now noticed that a Short Term Tenancy No.586 dated 3.6.1986 was also issued to the applicant's late father. A photo-copy of which is also enclosed hereunder for your retention.

Undertaking

The undertaking from the applicant Hui Muk Fai Denial dated 24.06.2021 is also attached hereunder for your consideration, please. The structures coloured yellow on Figure 12 (i.e., T/S No. U, T/S. No. E , T/S No. 7 and Portion of T/S No. 1) are to be demolished once Planning Approval for the application use is given TPB.

LIT Ying-cheung Edward
Tel : 92531700



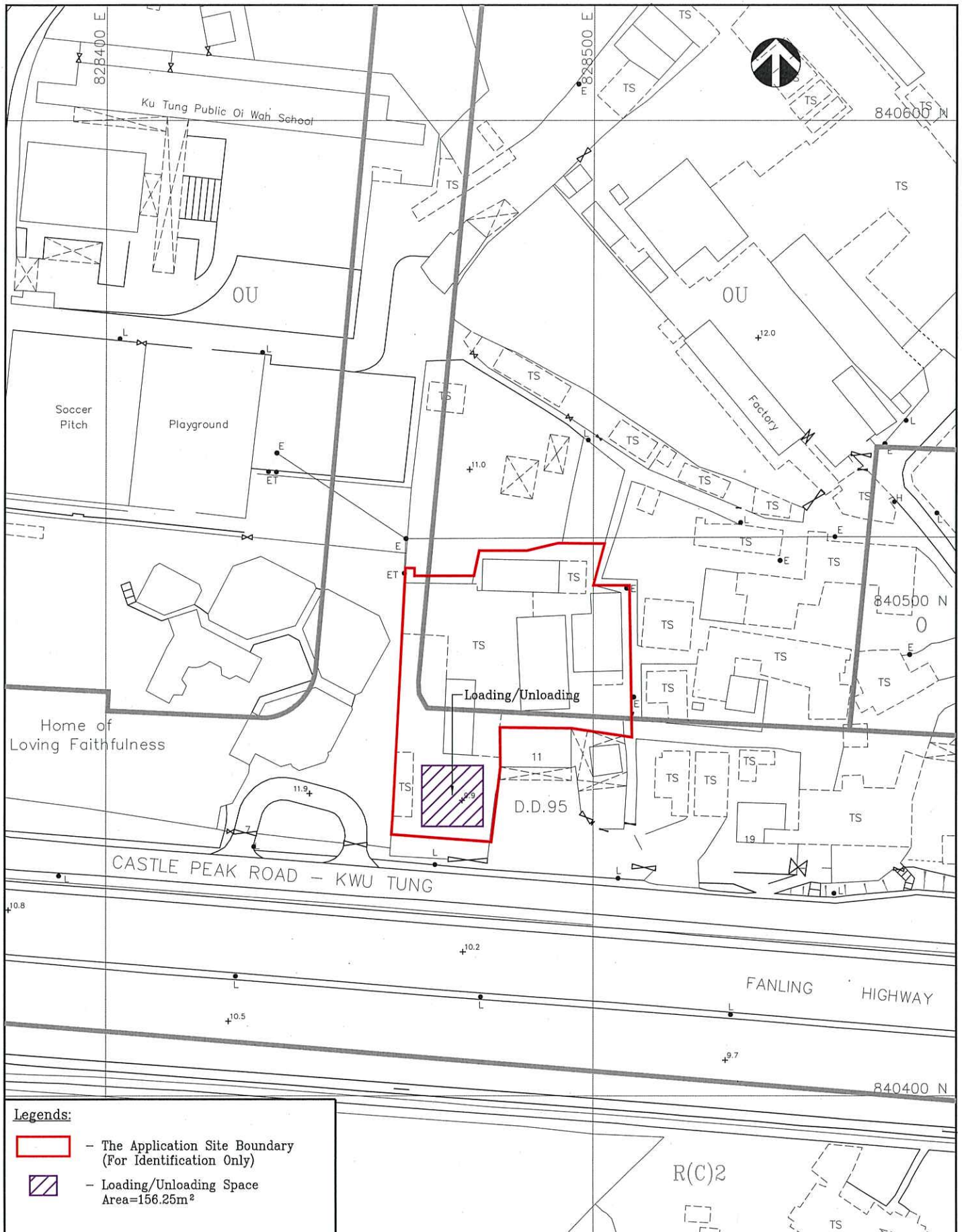
Project:
Proposed Temporary Shop and Services and Open Storage (for Storage and Sale of Construction Materials, Including Ancillary Office and Accommodation) for a Period of Three Years

Title:
Extract of Lot Index Plan
No. ags_ND0202092019

Figure:
02 (Rev. A)
Scale:
1 : 500
Date:
Jan 2021

MC Man Chi
Consultants And Construction Limited

2021-07-01 12:48 PM



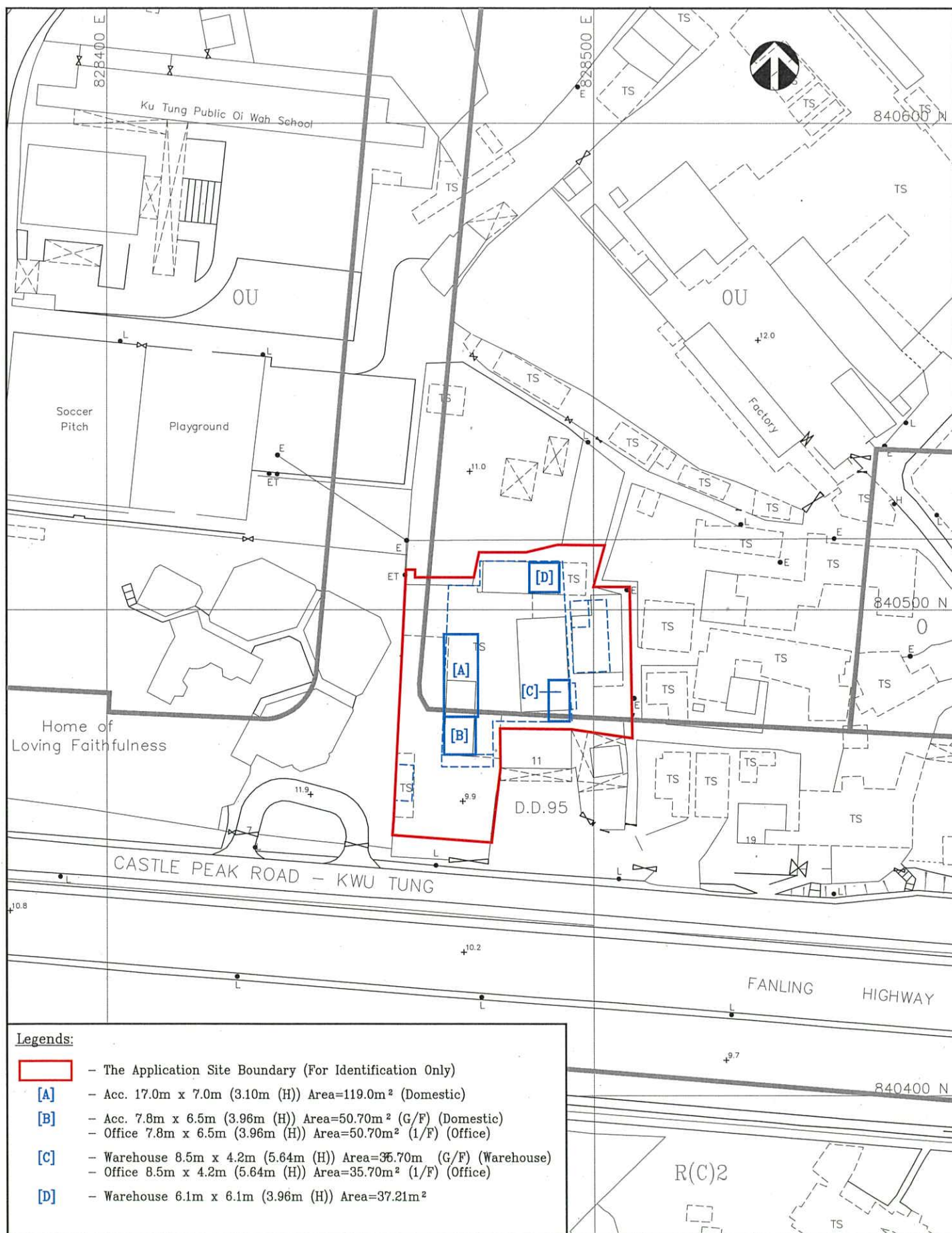
Project:
Proposed Temporary Shop and Services and Open Storage (for Storage and Sale of Construction Materials, Including Ancillary Office and Accommodation) for a Period of Three Years

Title:
Plan Showing the Loading/Unloading Space

Figure:
06 (Rev. A)
Scale:
1 : 1000
Date:
Jan 2021

MC Man Chi
Consultants And Construction Limited

2021-07-01 12:50 Dicky



Project:
Proposed Temporary Shop and Services and Open Storage (for Storage and Sale of Construction Materials, Including Ancillary Office and Accommodation) for a Period of Three Years

Title:
Layout Plan Showing the Structures under the Main Open Side Canopy

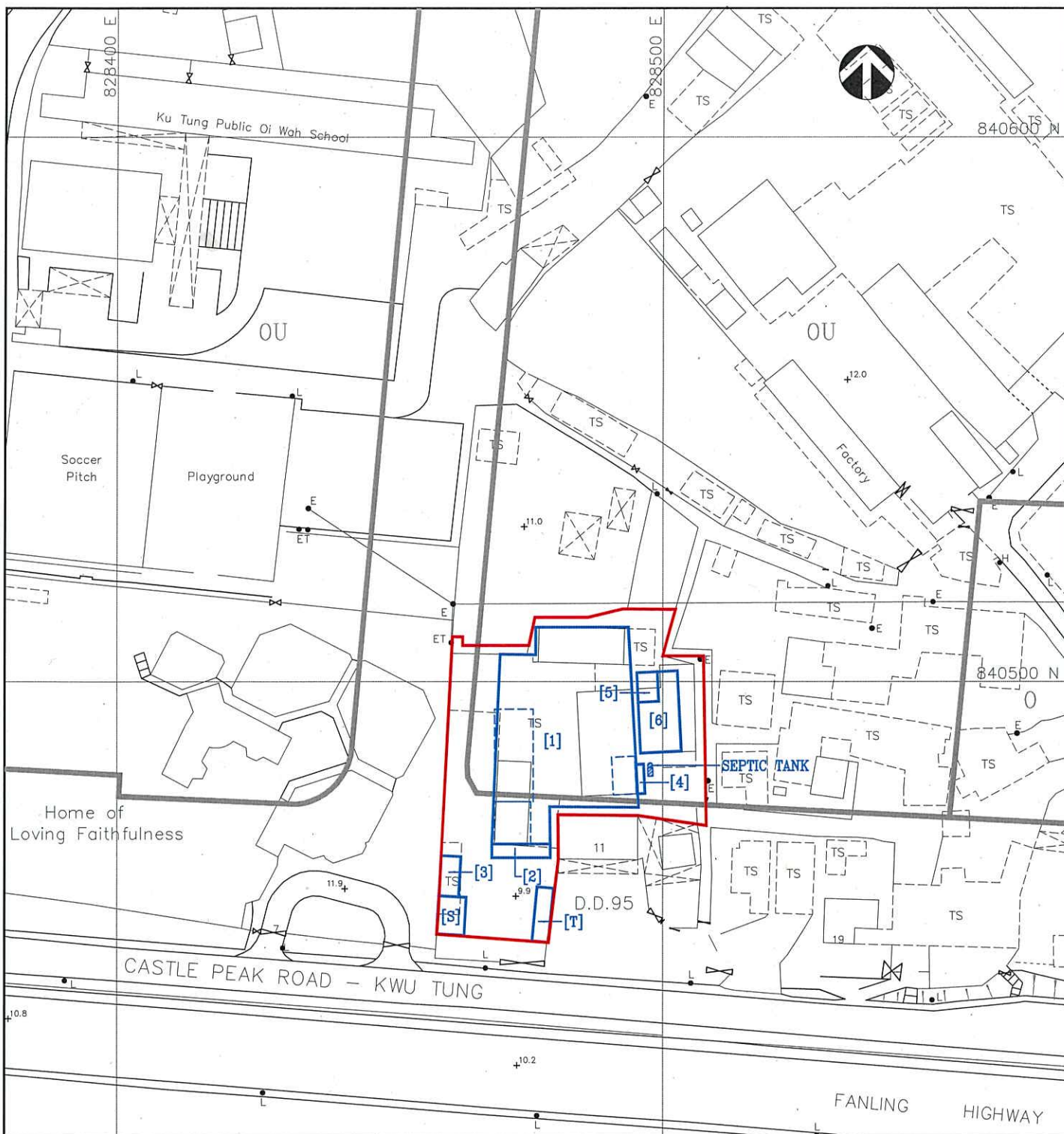
Figure:
08 (Rev. E)

Scale:
1 : 1000

Date:
Jun 2021

MC Man Chi
Consultants And Construction Limited

2021-06-12 12:24 Dicky



Legends:

- | | | | |
|--|---|-----|--|
| | - The Application Site Boundary (For Identification Only) | [6] | - Acc. (14.8m x 7.45m (3.96m (H)) Area=110.26m ² (Domestic)
(9.35m x 3.10m (3.96m (H)) Area=28.99m ² (Domestic) |
| [1] | - Open-side Canopy Odd Shape (5.64m (H)) Area=650.33m ² * (Shop) | [S] | - Open Storage 5.0m x 7.0m Area=35.0m ² (Storage of Construction Materials) |
| [2] | - Porch 10.0m x 2.5m (4.80m (H)) Area=25.0m ² (Non-Domestic) | [T] | - Open Storage 3.0m x 10.0m Area=30.0m ² (Storage of Construction Materials) |
| [3] | - S/R. 7.4m x 3.6m (3.60m (H)) Area=26.64m ² (Storage of Construction Materials) | | |
| [4] | - Lat. 5.4m x 1.4m (2.10m (H)) Area=7.56m ² (Non-Domestic) | | |
| [5] | - Porch 5.45m x 3.75m (2.70m (H)) Area=20.44m ² (Warehouse) | | |

Project:

Proposed Temporary Shop and Services and Open Storage (for Storage and Sale of Construction Materials, Including Ancillary Office and Accommodation) for a Period of Three Years

Title:

Proposed Layout Plan

Figure:

07 (Rev. F)

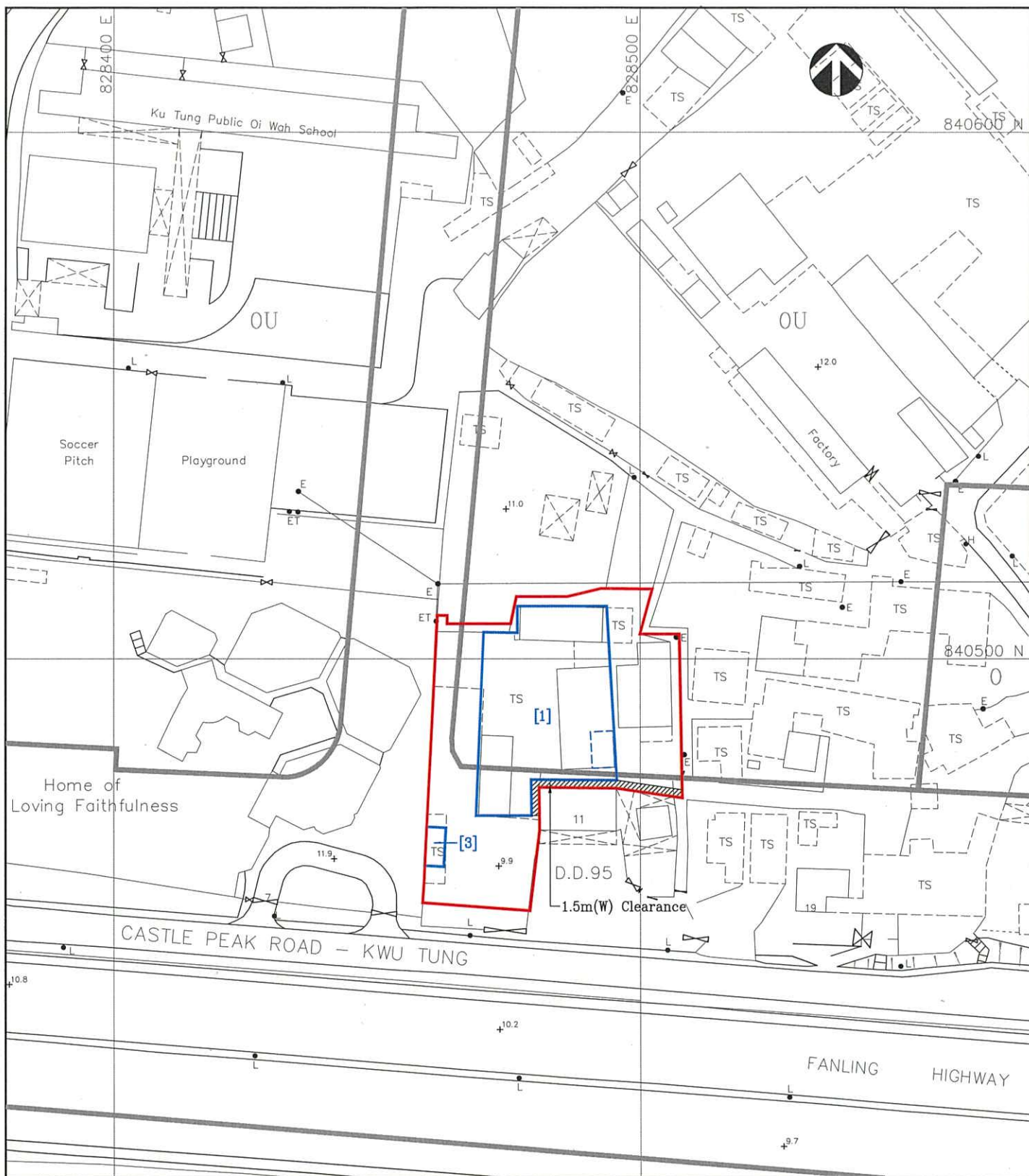
Scale:

1 : 1000

Date:

Jun 2021

MC Man Chi
Consultants And Construction Limited



Legends:

- The Application Site Boundary (For Identification Only)
- [1] - Open-side Canopy Odd Shape (5.64m (H)) Area=857.24m² (Storage of Construction Materials)
- [3] - S/R. 7.4m x 3.6m (3.60m (H)) Area=26.64m² (Storage of Construction Materials)
- 1.5m (W) Clearance

Project:

Proposed Temporary Shop and Services and Open Storage (for Storage and Sale of Construction Materials, Including Ancillary Office and Accommodation) for a Period of Three Years

Title:

Proposed Layout Plan of the Shop and Services

Figure:

11 (Rev. B)

Scale:

1 : 1000

Date:

Jun 2021

MC Man Chi
Consultants And Construction Limited

Dear Sir / Madam

This mail is written to enquire the details of the government land near my place of residence.

My place of residency is near the Lung Chau Vegetable Market Co-operative Society Ltd.

Recently, the lady, who claimed to operate this vegetable market, used some stands and ropes to surround the area in front of the market. She then made use of this surrounded area allowing other people living nearby in parking their cars there during day and night time. Don't know if she get any benefit or not. It is known that the area before the market should be owned by the government. Her action seemed to have used the government land for her own purposes. In this regards, grateful if your department can provide the following details :

- a) Short-term tendancy (STT589) has been granted for operating this vegetable market. However, this market has not been in active operation for years. Now, only one or two baskets of vegetables were being handled weekly at this market. Why short-term tendancy is still granted for operating this market?
- b) What is the boundary of area being granted for short-term tendancy?
- c) The area in front of the market is being surrounded and used for private purposes. Does it mean that the government land has been occupied illegally and used for private purpose (photo is attached for reference)? If so, please take appropriate action to stop this action.
- d) The lady also disposed wooden garbage in the area in front of the vegetable market frequently. Can any appropriate action be taken on this lady stopping her from disposing garbages on government land?
- e) If the government land in front of the market has not be rented out, can anyone make an application requesting for having short-term tendancy of this land for other business purposes?

Grateful if you can provide me with the above details at your earliest convenience. Thanks.

Regards

Alan Hung

[attachment "Photo (Market).jpg" deleted by e-Enquiry Counter/LAO/LANDSD/HKSARG] [attachment "Photo (Market).jpg" deleted by e-Enquiry Counter/LAO/LANDSD/HKSARG]

Fw: CASE #LD216432 - Re: Enquiry on Tendancy

1 封郵件

Muk-fai Daniel

2020年9月4日 下午9:46

收件者: YC Lit

Dear Mr Lit,

Please help to take a look at the following complaint and replied by Lands Department. See what next step i can do.

Regards,

Daniel

From: Muk-fai Daniel**Sent:** Friday, September 4, 2020 8:45 PM**To:** Hui Daniel**Subject:** Fwd: CASE #LD216432 - Re: Enquiry on Tendancy取得 [Android 版 Outlook](#)

From: Alan**Sent:** Friday, September 4, 2020 7:56:51 PM**To:****Subject:** Fwd: CASE #LD216432 - Re: Enquiry on Tendancy

Sent from my iPhone

Begin forwarded message:

From:**Date:** 1 September 2020 at 09:02:16 HKT**To:** "**Subject:** Fw: CASE #LD216432 - Re: Enquiry on Tendancy

Dear Mr. HUNG,

Thank you for your email of 13.8.2020.

Short Term Tenancy (STT) No. 589 was granted to Lung Chau Vegetable Market Co-operative Society Limited ("the tenant") for the purpose of a vegetable marketing office.

According to our office record, the tenant had submitted an application for modification of the STT with inclusion of the Government land in front of the site for vehicle parking use. The application would be considered by the Government in its landlord capacity and there is no guarantee that the application will be approved.

Site inspection conducted by this office revealed that no unauthorised structure but miscellaneous articles were detected on site. The case has been referred to Food and Environmental Hygiene Department for follow-up action under their purview. Moreover, no unauthorised parking was detected on the day of inspection. Nevertheless, referral was made to the Police to address your concern on suspected unauthorised parking.

For enquiries, please feel free to contact the undersigned. Thank you.

(Fiona NG)
for District Lands Officer, North
Tel: ~~~~
Fax: ~~~~

From: e-Enquiry Counter/LAO/LANDSD/HKSARG
To: Alan
Date: 14/08/2020 11:22
Subject: CASE #LD216432 - Re: Enquiry on Tendancy

Dear Sir / Madam,

This is to acknowledge receipt of your e-mail below. Your e-mail has been assigned a serial number as shown in the subject of this e-mail and referred to District Lands Office/North for further handling.

In view of the extension of special work arrangement of the Government, the Lands Department (LandsD) announced that arrangement would be made for staff to work from home as far as possible to reduce the risk of spread of Novel Coronavirus in the community. Starting from 20 July 2020, LandsD offices would continue to provide basic public services on limited scale. For public enquiries and complaints, it may take a longer time for LandsD to process and reply. We will give you a substantive reply as soon as possible.

In case of enquiries, please contact us at 2675 1513 during office hours and indicate the above reference number.

Regards,
Lands Department

This e-mail message (together with any attachments) is for the designated recipient only. It may contain information that is privileged. If you are not the intended recipient, you are hereby notified that any use, retention, disclosure, copying, printing, forwarding or dissemination of the message is strictly prohibited. If you have received the message in error, please erase all copies of the message (including attachments) from your system and notify the sender immediately.

本信息(及附件)只供指定收件人使用, 而其中可能載有機密及/或屬法律特權的資料。如果你並非屬意的收件人, 不得使用, 保留, 披露, 複印, 傳送, 或發放本信息。倘若本信息誤傳給你, 請立即刪除本信息(及附件)並通知寄件人。

From: Alan
To: "landsd@landsd.gov.hk" <landsd@landsd.gov.hk>,
Date: 2020/08/13 下午 11:14
Subject: Enquiry on Tendancy

TENANCY AGREEMENT No. 586

AN AGREEMENT made this

day of

3 JUN 1988

19

Between His Excellency the Governor and Commander-in-Chief of Hong Kong for and on behalf of our Sovereign Lady Elizabeth the Second (hereinafter referred to as "the Landlord") of the one part and HUI Yan-ping (許 延 平) of Kam Fung Timber Shop, 79, Kwu Tung Village, Sheung Shui, New Territories, Hong Kong (hereinafter referred to as "the Tenant") of the other part WHEREBY :

1. THE LANDLORD LETS AND THE TENANT TAKES ALL THAT piece or parcel of ground the location and area of which are set forth in the First Schedule hereto and which is delineated and shown coloured pink on the plan hereto annexed together with such structures erected thereon as may be specified in the Second Schedule hereto (all of which premises are hereinafter referred to as "the Premises") for the period at the rent and in the manner specified in the said First Schedule.
2. THE TENANT HEREBY AGREES WITH THE LANDLORD as follows :-
 - (a) To pay the said rent in the manner specified in the said First Schedule;
 - (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 said First Schedule;
 - (c) Not to erect or allow to remain on the Premises any structures (other than those specified in the said Second Schedule) without the consent in writing of the District Lands Officer, North (hereinafter referred to as "the District Lands Officer") first had and obtained;
 - (d) Not to alter or demolish any structure specified in the said Second Schedule 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 he shall require and to pay all charges in connection therewith including the cost of installing, maintaining and, on termination of this Agreement, dismantling all pipes wires cables meters switches and any other necessary apparatus;
 - (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 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 his own expense all or any structures which are then standing on and forming part of the Premises without any compensation therefor being paid by the Landlord to the Tenant; in the event of the Tenant being so required and failing to demolish any structures, the Landlord may carry out such demolition at the cost of the Tenant who shall pay to the Landlord on demand a sum equal to the cost thereof;
- (i) To take adequate precautions to prevent collapse of any earth banks sea walls or portions of hillside forming part of the Premises and in the event of any collapse occurring to be responsible for the repair of such collapse and removal of all silt to a Government dump to be nominated by the District Lands Officer and for any damage whatsoever which may result from any such collapse and to indemnify the landlord from and against all costs claims demands and expenses in respect thereof;
- (j) To construct and maintain at his own expense and to the satisfaction of the District Lands Officer such drains and channels, whether within the boundaries of the Premises or upon adjacent 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 storm-water or rain-water falling or flowing on to the Premises and to be solely liable for and to indemnify the Landlord and his 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) Not to use water from Government mains for any purpose without the prior written consent of the Water Authority;
- (l) Not to do or cause or permit or suffer anything to be done at anytime in or upon the Premises or any part thereof which may be or become a nuisance or annoyance or which may cause damage or inconvenience to the Landlord or to the owners or occupiers of any adjoining or neighbouring lot or lots or premises;
- (m) 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 of all defects and wants of repair or maintenance then and there found and to give or leave on the Premises notice in writing to the Tenant who shall within one month after such notice or sooner if required at his own expense repair and make good the same in accordance with such notice and the Tenant's obligations in that behalf herein contained;

- (n) To indemnify and keep indemnified the Landlord, his officers, contractors and workmen against all actions suits costs claims demands and expenses whatsoever arising directly or indirectly out of or in connection with the occupation and use of the Premises by the Tenant;
- (o) To pay and discharge all existing and future rates taxes assessments duties and outgoings whatsoever which are now or during the said term shall be imposed assessed or charged upon the Premises or the Tenant in respect thereof;
- (p) To perform and observe the obligations on his behalf contained in the Special Conditions set forth 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 terminated.

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 arrear 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 any purported assignment mortgage charge underletting demise parting with the possession or other disposal of the Premises or any part thereof or any attempt thereat by the Tenant shall without prejudice to any rights of the Landlord be absolutely void and of no effect whatsoever;
- (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 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 landslip or subsidence on or to or of or from the Premises;
- (e) That if the tenancy hereby created shall be for a term of three months or longer then the Landlord shall have full power to terminate this Agreement and resume re-enter into and retake possession of all or any part of the Premises if the same shall be required for the improvement of Hong Kong or for any other public purpose whatsoever on giving to the Tenant one calendar month's notice in writing to that effect to expire at any time and the Tenant having observed and performed the obligations on his part herein contained and having complied with the said notice 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 PROVIDED HOWEVER that if the tenancy hereby created shall be for a fixed term to be followed in the absence of termination by either party at the end of such fixed term by a periodical tenancy then the Tenant's right to compensation as aforesaid shall apply only when the Landlord shall terminate this Agreement during such fixed term as provided in this clause but the Tenant shall not be entitled to compensation for such termination by the Landlord after the Tenant shall have remained in occupation of the Premises pursuant to a periodical tenancy as aforesaid;
- (f) That in the event of the rent hereby reserved 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 as is unpaid on the due date or dates calculated from the due date or dates until payment of all rent due and interest thereon has been paid by the Tenant to the Landlord, such interest to be at a rate or percentage to be fixed by the Landlord in his absolute discretion and notified in writing to the Tenant;

- (g) That any notice to be served by the Landlord or his officers under the terms 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;
- (h) That wherever in this Agreement it is provided :-
 - (I) that the Landlord or his duly authorised officers referred to in this Agreement 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 authorised 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 authorised officers; or
 - (II) that the prior approval or consent in writing of the Landlord or his duly authorised officers is required, they may give the approval or consent on such terms and conditions as they see fit or refuse it at their sole discretion;
- (i) That where the context so admits or requires the expression "Tenant" shall mean the party entering into and signing 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.
- (j) That the Tenancy Agreement relating to a majority portion of the Premises dated the 9th day of July 1976 and made between the same parties hereto is hereby cancelled as from the 1st October 1984 upon the coming into effect of this Agreement. The rent which had been paid by the Tenant under the said Tenancy Agreement for the period from the 1st October 1984 up to the date of signing of this Agreement shall be taken as part payment of the rent payable under this Agreement.

FIRST SCHEDULE

Particulars of the Premises :

All that piece or parcel of ground situate at Kwu Tung in Demarcation District No. 95, New Territories comprising an area of 1830 square metres or thereabouts as the same is shown coloured pink on the plan annexed hereto for the purpose of identification only.

Rent :

From 1.10.1984 to 31.3.1986 at the sum of \$69,234.00; and
From 1.4.1986 onwards at \$11,539.00 per quarter or at such revised rate as may from time to time be fixed by the Landlord, not less than three months' notice of such revised rate being given to the Tenant in writing before it shall take effect and become payable.

Subject to the provision of Clause 4(j) hereof the first eighteen months' rent at the sum of \$69,234.00 shall be payable on the signing hereof. Subsequent rent shall, subject to renewal of the tenancy, be payable quarterly in advance on each of the usual quarter days. For the purpose of this Agreement the expression "quarter" shall mean a period of three calendar months and the expression "usual quarter days" shall mean the 1st day of January, the 1st day of April, the 1st day of July and the 1st day of October in each calendar year.

Term and date of commencement :

Eighteen months certain commencing from the 1st day of October 1984 and thereafter quarterly.

Purpose for which the Premises may be used :

A yard and shop for the storage and sale of construction materials.

SECOND SCHEDULE

Structures

Single storey structures with a total roofed-over area not exceeding 793.86 square metres and a height not exceeding 4.57 metres may be erected on the Premises. Any structure erected or to be erected on the Premises shall be of such a design that it may be easily dismantled.

THIRD SCHEDULE

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

1. The tenancy hereby created may be terminated at the expiration of the first eighteen months by either party giving to the other at least three calendar months' notice in writing to that effect to expire at the expiration of the first eighteen months. In the event of no such notice being given as aforesaid the tenancy thereafter created 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.
2. The Tenant shall on determination in whatsoever manner of this Agreement if so required by the District Lands Officer and to his satisfaction demolish and remove at his own expense all concrete or other paving of the surface of the Premises which he may have at any time constructed during the currency of this Agreement.
3. (a) The Tenant shall submit plans to the Director of Building Development for approval in respect of any structure to be erected on the Premises. Such structure shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation.
(b) No building shall be erected on the Premises of a type which by virtue of the Buildings Ordinance (Application to the New Territories) Ordinance and any regulations made thereunder is exempted from the provisions of the Buildings Ordinance and any regulations made thereunder.
4. The Tenant shall on or before the execution of this Agreement pay to the Landlord a sum of \$1,000.00 being the administrative fee for the preparation and issuance of the same.
5. (a) The Tenant shall at his own expense and to the satisfaction of the Director of Fire Services provide an access for fire appliances and fire personnel to any building or buildings and structure or structures erected or to be erected on the Premises, and shall permit an access thereover for such purposes and at such time or times as the Director of Fire Services may require. The Tenant shall throughout the tenancy maintain the said access at his own expense and to the satisfaction of the Director of Fire Services.
(b) The Tenant shall at his 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) as the Director of Fire Services in his sole discretion shall require within the Premises (or, subject to the prior written consent and approval of the District Lands Officer, on any adjacent or adjoining Crown land) and/or within any building or buildings erected or to be erected thereon at such point or points as the Director of Fire Services may require. The Tenant shall maintain at his 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.
(c) The Tenant shall comply with all lawful requirements of the Director of Fire Services made under the Dangerous Goods Ordinance, any regulations made thereunder and any amendments thereto.

6. The Tenant shall not install or use on the Premises or any part thereof or in any buildings erected on the Premises any machinery furnace, boiler or other plant or equipment or any fuel or method or process of manufacture or treatment which might in any circumstances result in the discharge or emission, whether aerial or otherwise, on or from the Premises or any part thereof or from any building or buildings erected thereon of any noxious, harmful or corrosive matter, whether it may be in the form of gas, smoke, liquid or solids or otherwise, and which shall in the opinion of the Commissioner for Labour be excessive in or unnecessary for the proper use and enjoyment of the Premises by the Tenant for the purpose for which this tenancy is granted.
7. The Tenant shall comply with and observe all Ordinances, by-laws, regulations and rules for the time being in force in Hong Kong and governing the control of any form of pollution (including noise pollution), whether aerial or otherwise, and the protection of the environment.
8. The security of the Premises and any goods stored thereon shall be the responsibility of the Tenant.
9. The Tenant shall not cut away, remove or set back any Crown land adjoining the Premises except with the special written approval of the District Lands Officer who may at his sole discretion give such consent on such terms and conditions as he may see fit.
10. Where any cutting away, removal or setting back of hillsides or banks or any building up or filling in within the Premises or on any Crown land where consent has been given pursuant to Special Condition No. 9 hereof, is required for the purpose of or in connection with the formation, levelling or development of the Premises or any part thereof, the Tenant shall construct or bear the cost of the construction of such retaining walls or other support as shall or may then or at any time thereafter be necessary to protect and support such hillsides and banks within the Premises and also any adjacent or adjoining Crown or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter, and shall at all times maintain the said retaining walls or other support in good and substantial repair and condition. In the event that as a result or arising out of any formation, levelling or development any landslip, subsidence or falling away occurs at any time, whether in or from the hillsides or banks within the Premises or from any adjacent or adjoining Crown or leased land, the Tenant shall at his own expense reinstate and make good the same and shall indemnify the Government 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 landslip, subsidence or falling away. In addition to any other rights or remedies herein provided for breach of any of the conditions hereof the District Lands Officer shall be entitled by a notice in writing to call upon the Tenant to carry out such construction and/or maintenance or to reinstate and make good any falling away, landslip or subsidence, and if the Tenant shall neglect or fail to comply with such notice within the period specified therein the District Lands Officer may forthwith execute and carry out the work and the Tenant shall on demand repay to the Government the cost thereof.
11. The Tenant shall at his own expense fence the Premises to the satisfaction of the District Lands Officer.

12. 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 on to public lanes or roads or into road-culverts, sewers, storm-water drains or nullahs, foreshore or sea bed or other Government properties, the Tenant shall be held responsible and shall pay to the Government on demand the cost of removal of the spoil and debris from or of damage to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs, foreshore or sea bed or other Government properties. The Tenant shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion and washing down.
13. No earth, debris, spoil of whatsoever nature, or building materials shall be dumped on any adjoining Crown land or foreshore or sea bed.
14. The Tenant shall pay to the Government on demand any sum which the District Lands Officer shall certify to be the cost of making good any damage done to adjoining public roads by the Tenant, his contractors or sub-contractors or his or their workmen or vehicles or by any spoil from the Premises.
15. 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.
16. Any damage or obstruction caused by the Tenant, his servants or agents to any nullah, sewer, storm-water drain, watermain or other Government properties within or adjoining the Premises shall be made good by the Government at the cost of the Tenant, and the amount due in respect thereof shall be paid on demand to the Government by the Tenant.
17. The Tenant shall not permit sewage or refuse water to flow from the Premises onto any adjoining land or allow any decaying, noisome, noxious, excrementitious, or other refuse matter to be deposited on any portion of the Premises and shall have all such matter removed from the Premises or any structure erected thereon in a proper manner.
18. The Tenant shall pay to the Government on demand the cost of connecting any drains and sewers from the Premises to the Government storm-water drains and sewers when laid. Such works shall be carried out by the District Lands Officer, who shall incur no liability to the Tenant in respect thereto.
19. Any foundations to be constructed near or adjoining any sewer, storm-water drain or nullah within or adjoining the Premises shall comply with the requirements of the District Lands Officer.
20. The drainage of 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 Crown 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.

21. The Government does not undertake to provide facilities for flush drainage and gives no guarantee that such facilities will become available.
22. The Tenant shall not discharge or cause or permit or suffer to be discharged into any public sewer, storm-water drain, channel or stream-course any trade effluent or foul or contaminated water or cooling water without the prior written consent of the District Lands Officer who shall as a condition of granting his consent require the Tenant to provide, operate and maintain at his own expense and either within the Premises or otherwise and to the satisfaction of the District Lands Officer suitable works for the treatment and disposal of such trade effluent or foul or contaminated or cooling water.
23. 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 or repair work to avoid doing any damage to any Government or other existing drain, waterway or watercourse (including water main), footpath, sewer, nullah, pipe, cable, wire, utility service or any other works or installations (all together hereinafter referred to as "the works and services") being or running upon, over, under or adjacent to the Premises or any part thereof, provided that the Tenant before carrying out any such works as aforesaid shall make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of any of the works and services, and shall submit his proposals for dealing with any of the works and services in writing to the District Lands Officer for his approval in all respects, and shall not carry out any work whatsoever until the District Lands Officer shall have given his written approval to the works and to such proposals aforesaid and shall comply with any requirement of the District Lands Officer in respect of the works and services, and shall bear the cost of meeting such requirements including the cost of any necessary diversion, relaying or reinstatement, and shall at his own expense in all respects 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 of the works and services running on, over, under or adjacent to the Premises in any manner arising out of any such construction, maintenance, renewal or repair work. If the Tenant fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the Premises or any part thereof or of any of the works and services to the satisfaction of the District Lands Officer, he the District Lands Officer, may carry out any such diversion, relaying, reinstatement or making good as he considers necessary and the Tenant shall pay to the Government on demand the cost of such works.
24. A filtered water supply from Government mains will be given on the usual terms and subject to the provisions of the Waterworks Ordinance or any legislation amending or replacing the same, but no guarantee is given that any water that is supplied will be continuously available.
25. A salt water 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 supply is not available when required, a temporary mains water supply will be provided for flushing purposes. The temporary fresh water if required, and the ultimate salt water supply, will be given on the usual terms and subject to the provisions of the Waterworks Ordinance or any legislation amending or replacing it.

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

IN WITNESS WHEREOF the parties hereto have hereunto respectively set their hands the day and year first above written.

.....
(HUI Yan-ping)
Signed by the Tenant

.....
(R.G.HARDING)
Signed by the District Lands
Officer, North for and on behalf
of the Landlord in the presence
of :

Identity Card Number :

Office Telephone Number :

in the presence of :

Name : 侯雲輝

Address :

Occupation : 農

Name : CHEI NGI YAN

Address : c/o ALo/N

Occupation : clerk

Dated

19

TENANCY AGREEMENT

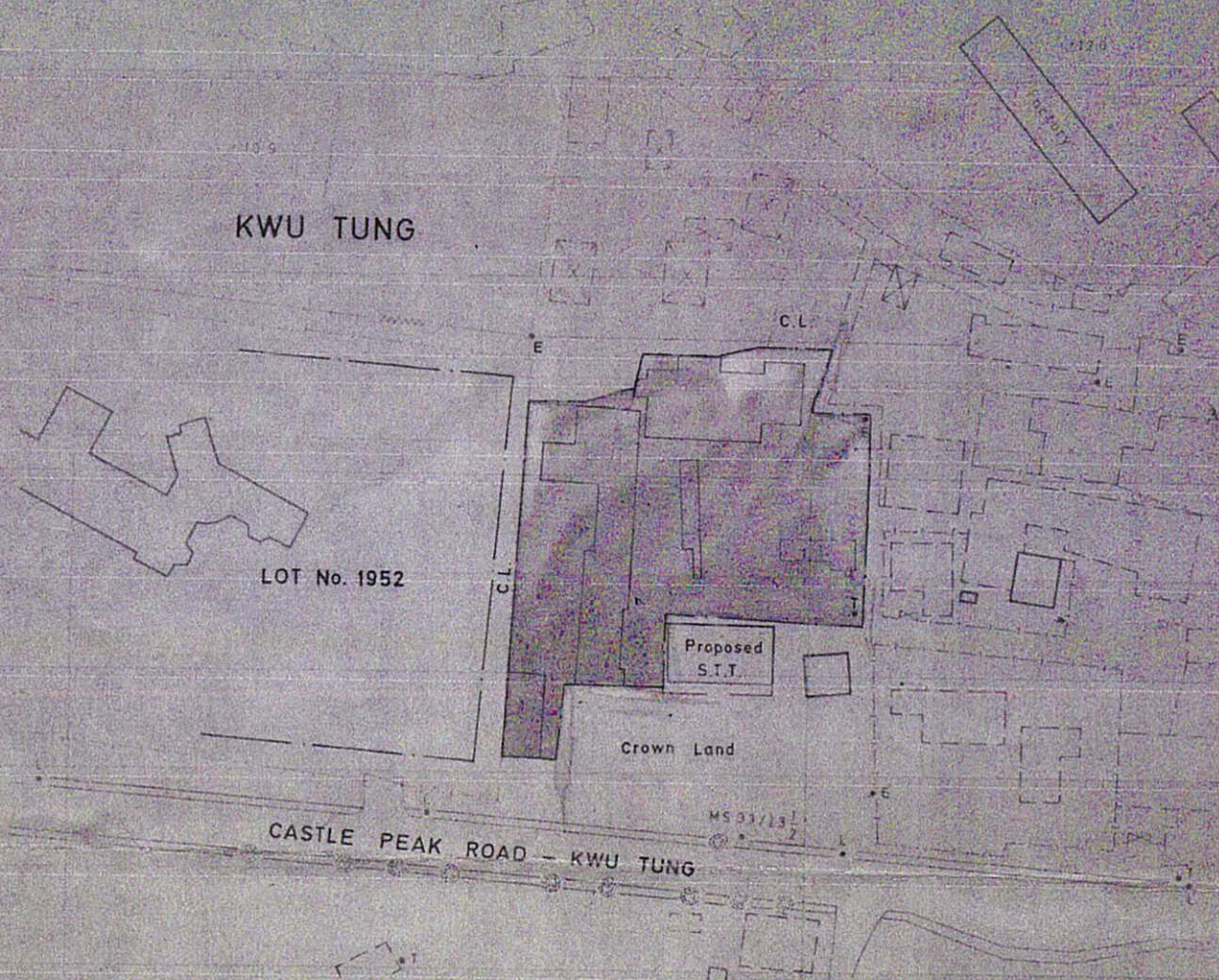
No. 586

Rent : From 1.10.1984 to 31.3.1986
at \$69,234.00;

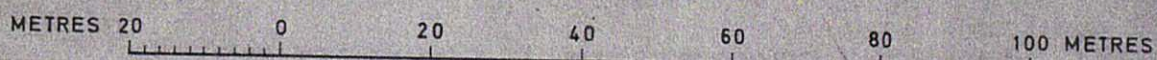
From 1.4.1986 onwards
until further notice at
\$11,539.00 per quarter.

Term : Eighteen months certain
commencing from the 1st day
of October 1984 and
thereafter quarterly.

Lands Department,
Hong Kong.



SCALE 1:1000



LOCATION



SCALE 1 : 20 000



Plan prepared by District Survey Office

PLAN No. DNT 117 - DF

Date :24th June,2021
Your Ref. TPB/A/NE-KTN/72
Our Ref. MCCC/KTN/72/ 2020

Town Planning Board,
15/F., North Point Government Offices,
333 Java Road, North Point, Hong Kong
(To Whom It May Concern)

Dear Sir/Madam,

Letter of Undertaking

Section 16 Planning Application for Proposed Temporary Shop and Services, Warehouse, and Open Storage (for Storage and Sale of Construction Materials, including ancillary office and Staff accommodation) for a Period of 3 years on Government Land at Kwu Tung, in DD 95 Sheung Shui, N.T.

I, HUI Muk Fai Daniel (許木輝) HK I/D No. C [REDACTED], being the applicant of the above captioned application, hereby undertake the followings :

1. I will demolish/reduce the size of the open-side canopy (T/S No. 1) for shop and Services to 857.24 sq. m as shown coloured yellow on Fig. 12 if Planning Approval for the above Application can be given;
2. I will totally demolish the T/S No. E (i.e. the Cockloft) as shown on Fig 12 if Planning Approval for the above Application can be given;
3. I will totally demolish the T/S No. 7 (i.e. the canopy for warehouse) as shown coloured yellow on Fig 12 if Planning Approval for the above Application can be given;
4. I will totally demolish the T/S No. U (i.e. the Canopy) as shown coloured yellow on Fig 12 if Planning Approval for the above Application can be given and
5. I agree with the comment from District Lands Officer, North that a 1.5 m width "Unobstructed Area" be maintained from the common boundary line of the application site and the adjoining STT No. 589 and give a right of way as suggested if Planning Approval for the above Application can be given subject to
 - (i) Advance notice of at least One day should be given to the applicant; and
 - (ii) Such works should be carried out at a reasonable date and time.

Yours sincerely


HUI Muk Fai Daniel

☐ Urgent ☐ Return receipt ☐ Sign ☐ Encrypt ☐ Mark Subject Restricted ☐ Expand personal&public groups



Application No. A/KTN/72 at Government Land , Kwu Tung

29/06/2021 05:56 PM

From: YC Lit
To: tpbpd <tpbpd@pland.gov.hk>
Cc: cymchan <cymchan@pland.gov.hk>

History: This message has been replied to.

Dear Sir/Madam,

I refer to my consolidated FI sent to your office on 27.6.2021.

I write to confirm that item (c) in Para. 2 as mentioned in my E-message dated 27.6.2021 should be superseded by my consolidated FI dated 27.6.2021 instead of to be withdrawn.

I regret for any inconvenience caused.

Best regards

LIT Ying-cheung Edward

Tel:

☐ Urgent ☐ Return receipt ☐ Sign ☐ Encrypt ☐ Mark Subject Restricted ☐ Expand personal&public groups



Planning Application No. A/KTN/72 at Government land Kwu Tung
06/07/2021 12:08 PM

From: YC Lit
To: tpbpd <tpbpd@pland.gov.hk>
Cc: cymchan <cymchan@pland.gov.hk>

I write to confirm that the Application Use is "Shop and Services" for selling of construction materials and metal hard wares . The warehouse and the open storage uses are only ancillary uses to facilitate the "Shop and Services" on the application site.

For enquiry , please feel free to contact me at

Best regards

LIT Ying-cheung Edward



中華人民共和國香港特別行政區
Hong Kong Special Administrative Region of the People's Republic of China

立法會 LEGISLATIVE COUNCIL

漁農界功能組別 Functional Constituency - Agriculture and Fisheries



何俊賢 議員

Hon Steven Ho Chun Yin BBS

城市規劃委員會主席

甯漢豪女士, J.P.

甯主席鈞鑒：



應慎重考慮批出申請編號：A/KTN/72 的申請

就有關新界古洞北規劃編號：A/KTN/72 提出的申請，本人一直都有關注申請人與龍洲蔬菜產銷有限責任合作社之間的矛盾，龍洲蔬菜產銷有限責任合作社自 1966 年 4 月成立，位於上水洞古大馬路 33 號，用作收集社員生產的蔬菜運往長沙灣蔬菜批發市場銷售及恆常會務運作。

本人也曾經到過現場視察，發現 A/KTN/72 的構築物十分緊貼龍洲蔬菜產銷有限責任合作社，該社西面和北面外墙也被鐵板圍封無法進入，而現時龍洲蔬菜產銷有限責任合作社的外墙已經非常殘舊，部份外墙也出現了裂縫，但沒有任何空間得以維修，甚至令該社原有之窗戶都不能完全打開，更甚每逢下雨，水便會從外墙滲漏到該社內。

再者，A/KTN/72 的申請是用作儲存及銷售建築材料，有部份建築材料包括油漆及塑膠製品均是易燃品，本人據聞 A/KTN/72 的構築物曾發生火警，萬一類似事件再發生，因沒有緊急通道造成人命傷亡則不堪設想。

總括而言，本人希望 貴會就上述情況慎重考慮應該以何種方式批出申請編號：A/KTN/72 的申請，解決龍洲蔬菜產銷有限責任合作社之合理要求，平衡土地發展及人民生活，在 A/KTN/72 及龍洲蔬菜產銷有限責任合作社之間預留足夠的公眾通道，使該社可以進行基本的維修和保養，並保障所有人的人身安全。肅此，並頌



中華人民共和國香港特別行政區
Hong Kong Special Administrative Region of the People's Republic of China

立法會 LEGISLATIVE COUNCIL
漁農界功能組別 Functional Constituency - Agriculture and Fisheries



何俊賢 議員

Hon Steven Ho Chun Yin BBS

鈞安！

立法會(漁農界)議員

何俊賢 謹啟

二零二零年九月二十八日

龍洲蔬菜產銷有限責任合作社



城市規劃委員會主席、各位委員：

龍洲蔬菜產銷有限責任合作社(下稱本社)就有關新界古洞北規劃申請 A/KTN/72提出意見如下：

本社自1966年4月成立並在上水洞古大馬路33號設址，成立至今已有54年歷史，以古洞社址作為收集社員生產的蔬菜運往長沙灣蔬菜批發市場銷售和有關的辦事處。

A/KTN/72的申請地點緊貼本社構築物。我查閱本社會議紀錄（附件一），在2016年2月22日晚上許金豐五金建築材料行發生火災，消防員進入本社剪開本社大門鎖和剪開一扇窗框救火，經歷了許金豐五金建築材料行火警及爆炸事件後，本社址外牆已傷痕累累，部份外牆已出現裂縫，火警事件後許金豐五金建築材料行進行維修工程，甚至將圍牆緊貼著本社，令本社原有之窗戶都不能完全打開，整個社址西面和北面外牆被鐵板圍封無法進入進行維修工程，每逢下雨水便從外牆滲漏到屋內。（附件二、三）是目前緊貼本社西面和北面的狀況。

現在 A/KTN/72的申請是儲存及銷售建築材料，有部份建材是易燃物品，例如油漆、塑膠製品等，而此地點和附近一帶都有人居住，一旦出現意外，緊急通道是非常重要的設施。

就上述情況，本社理事會議決要求城市規劃委員會在 A/KTN/72的範圍由政府撥出土地作為公眾通道及本社可進行構築物的維修和保養，通道分隔本社與許金豐五金建築材料行有適當的距離，保障雙方安全。本社亦願意負責緊急通道上的清潔。附圖12紅色位置是緊急通道，闊度約為2米（附圖四）。

如未能對緊急通道作妥善處理，本社反對 A/KTN/72的申請。

此致

聯系人：林靜萍

龍洲蔬菜產銷有限責任合作社
理事長林靜萍



謹啟

2020年9月25日

有關本社 2016 年會議紀錄
提及許金豐五金建築材料行火警對本社造成影響

第 2 (2) 次臨時會員會議紀錄
日期：2016 年 12 月 14 日 下午 10 時 30 分
地點：本社
主席：王木青 鄭福生 許金金

司理：鍾耀媚 羅有明

秘書長：王木青 許金金

秘書：許金金
紀錄：鍾耀媚

一、宣讀上次會議紀錄

二、財務報告：

A 捐款信託 萬中 11.5
B 來往 戶口 1.1
C 現金 1.1
D 合 共 13.7

點核通過：鄭福生

討論事項
一、由於本社於 2016 年 12 月 14 日（即 2016 年 12 月 14 日）起，因許金豐五金建築材料行火警，致令本社之業務受到影響，本社亦自以上日期起，停止一切對外業務，特此通告。
二、關於 2016 年 12 月 14 日晚上十一時三十分左右，本社鄰近許金豐木廠火警，消防員到場撲滅火警，但至今仍未獲行，如何處理，提請議決。
三、關於 2016 年 12 月 14 日晚上十一時三十分左右，本社鄰近許金豐木廠火警，消防員到場撲滅火警，但至今仍未獲行，如何處理，提請議決。
四、關於 2016 年 12 月 14 日晚上十一時三十分左右，本社鄰近許金豐木廠火警，消防員到場撲滅火警，但至今仍未獲行，如何處理，提請議決。
五、關於 2016 年 12 月 14 日晚上十一時三十分左右，本社鄰近許金豐木廠火警，消防員到場撲滅火警，但至今仍未獲行，如何處理，提請議決。
六、關於 2016 年 12 月 14 日晚上十一時三十分左右，本社鄰近許金豐木廠火警，消防員到場撲滅火警，但至今仍未獲行，如何處理，提請議決。
七、關於 2016 年 12 月 14 日晚上十一時三十分左右，本社鄰近許金豐木廠火警，消防員到場撲滅火警，但至今仍未獲行，如何處理，提請議決。
八、關於 2016 年 12 月 14 日晚上十一時三十分左右，本社鄰近許金豐木廠火警，消防員到場撲滅火警，但至今仍未獲行，如何處理，提請議決。
九、關於 2016 年 12 月 14 日晚上十一時三十分左右，本社鄰近許金豐木廠火警，消防員到場撲滅火警，但至今仍未獲行，如何處理，提請議決。
十、關於 2016 年 12 月 14 日晚上十一時三十分左右，本社鄰近許金豐木廠火警，消防員到場撲滅火警，但至今仍未獲行，如何處理，提請議決。

圖1

附件二
(圖1-9)

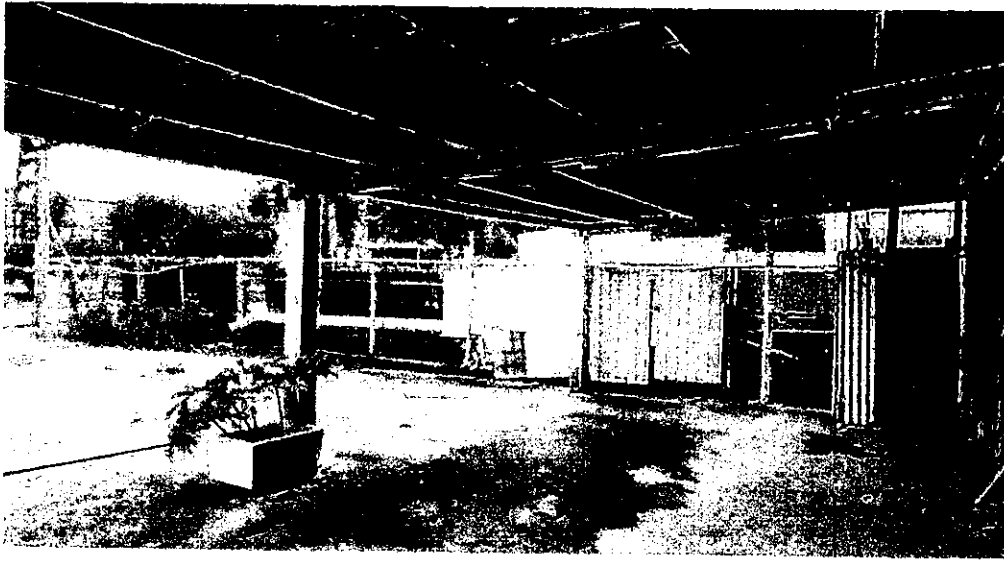


圖2

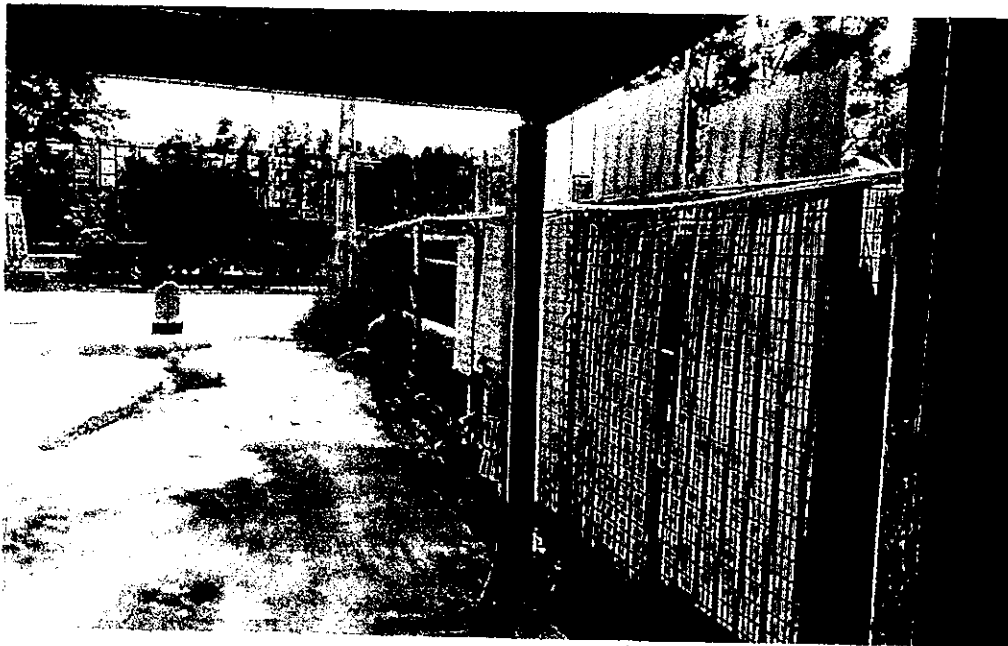


圖1和2 :許金豐五金建材圍欄緊貼本社構築物的西面。

圖3

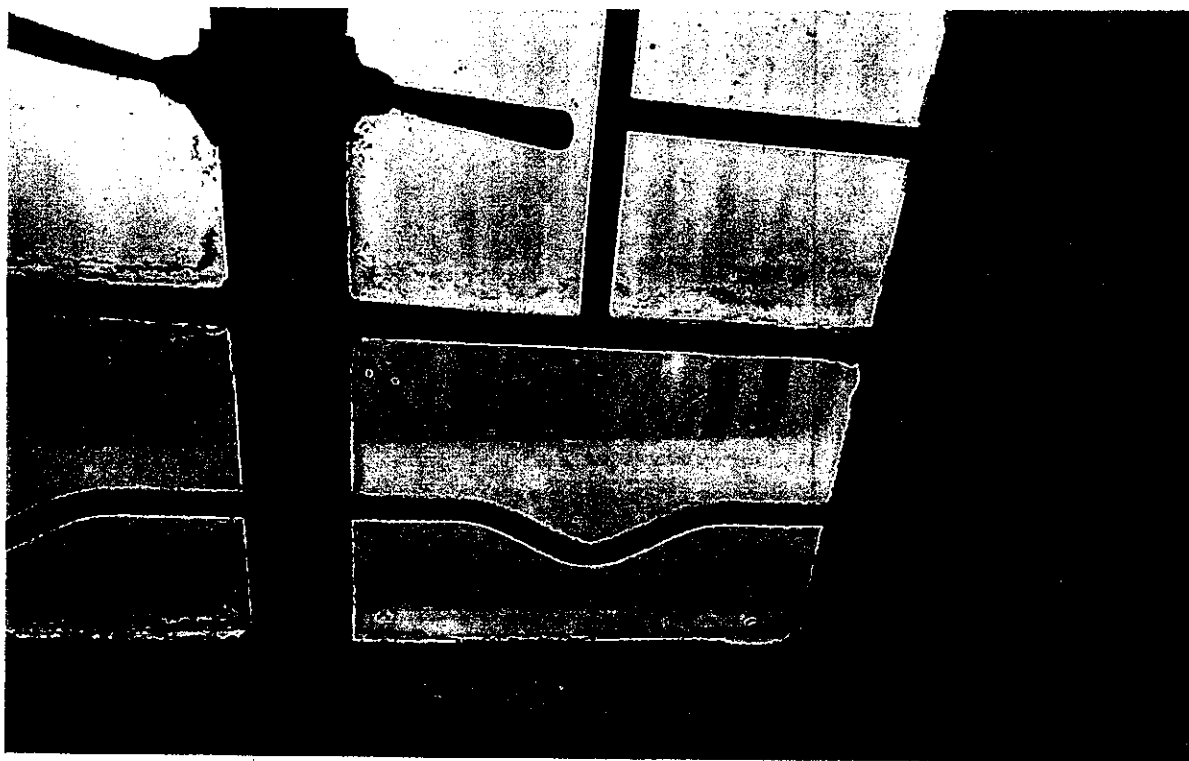


圖4



圖3和4：本社西面窗戶因外面架設排水管阻攔而不能開啟

圖5

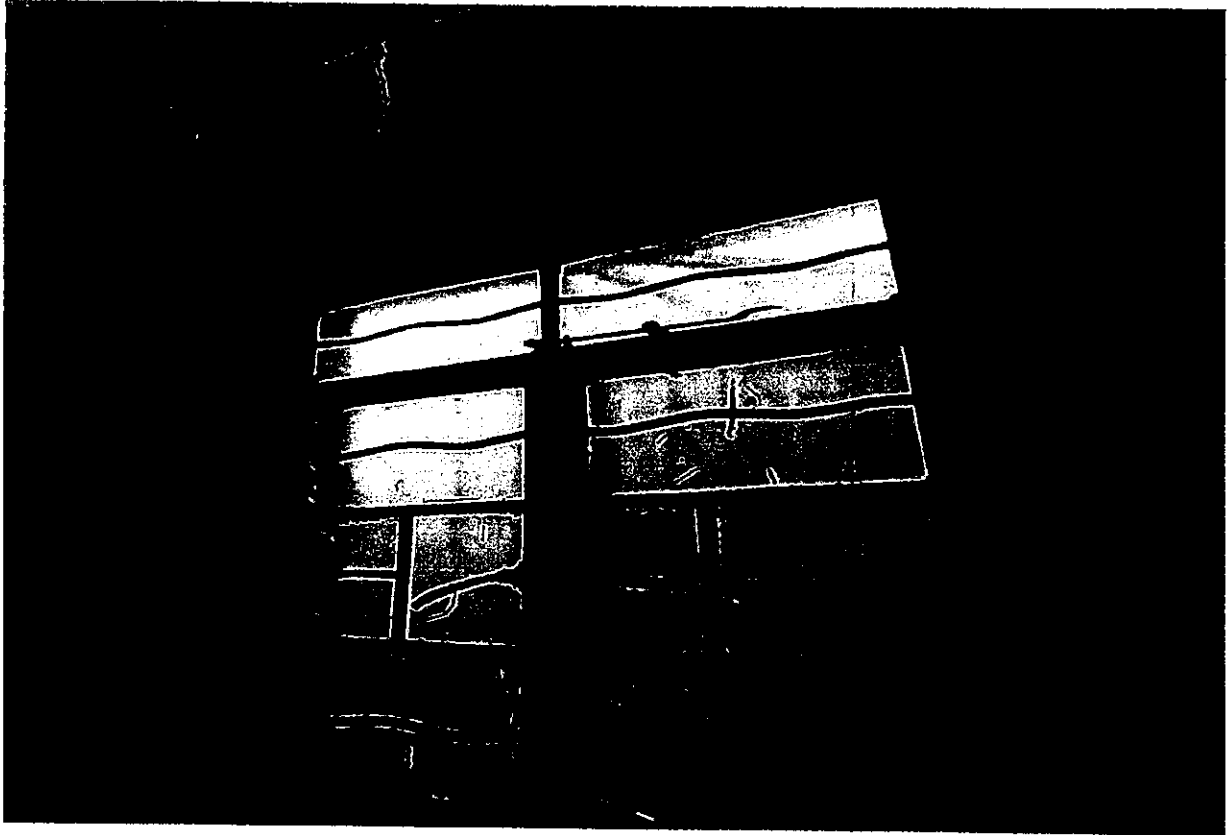


圖6



圖5和6：隔隣在2016年的火災而做成本社的玻璃爆裂和損壞牆身因被封閉而不能進入維修。

圖7: 本社北面有帆布、鐵架、鐵板等緊貼牆身



圖8

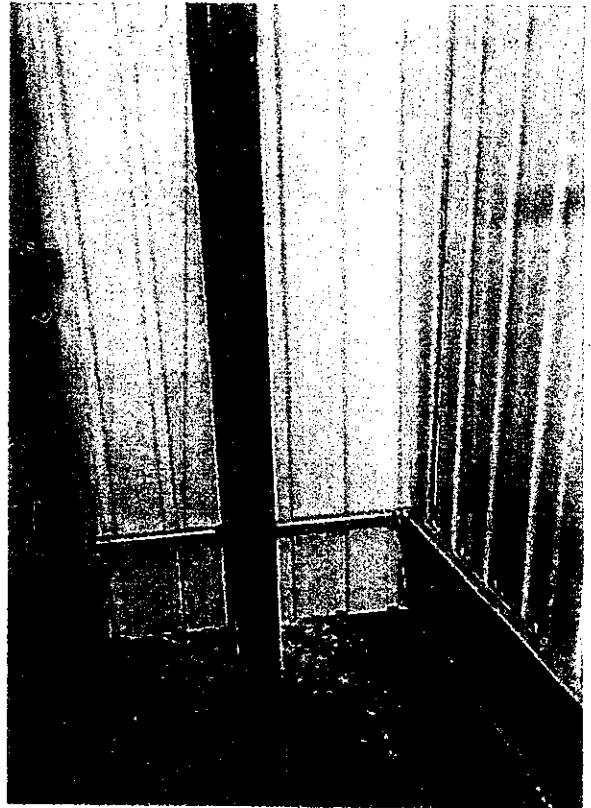


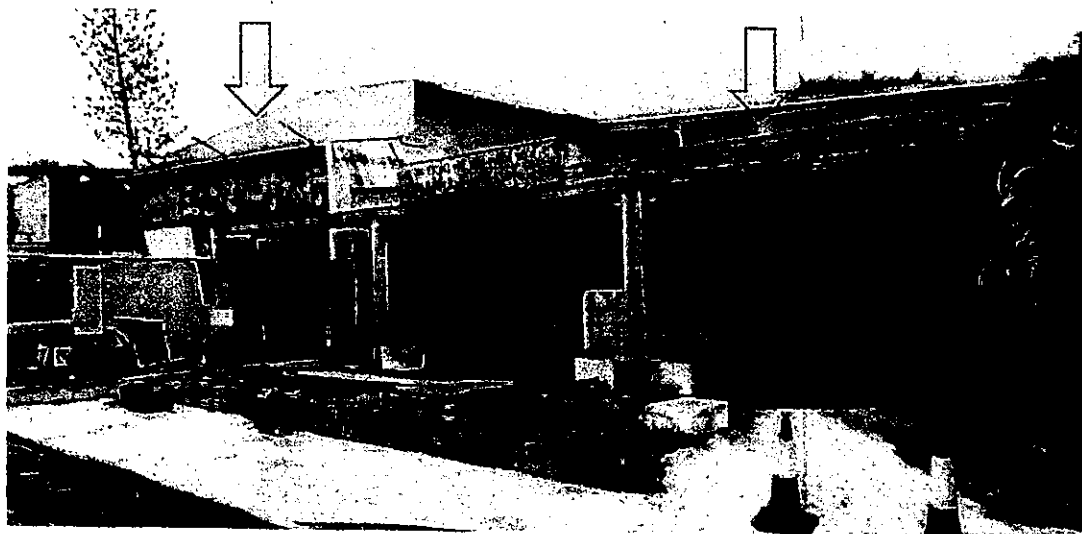
圖9: 在本社牆身上下都有鐵板封住，有鐵架直接安裝到本社牆身。

(圖一) 為 2016 年火警前原貌

附件三

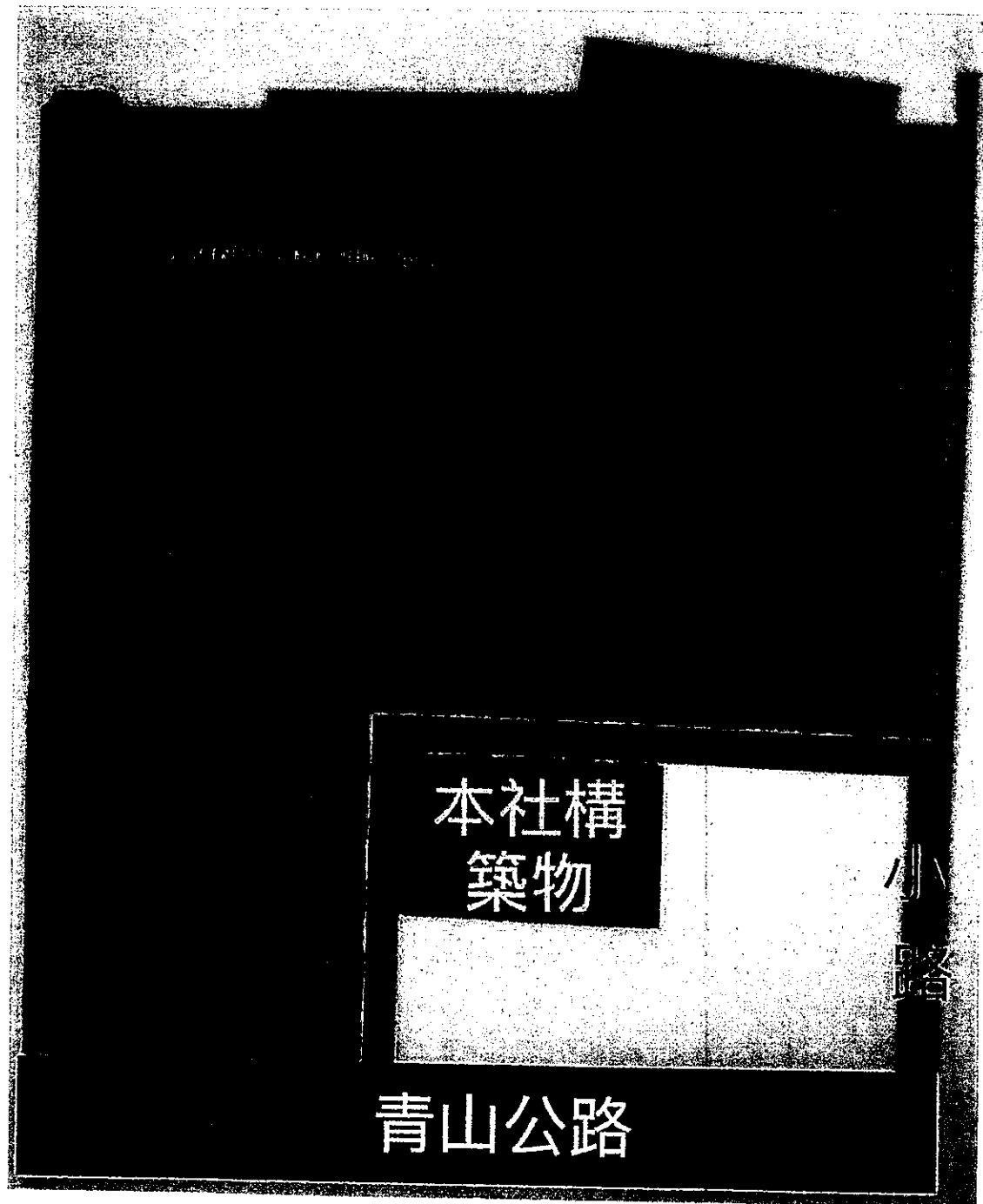


(圖二) 為 2016 年火警後重建後境況，兩者比較明顯出現很大變動差距



(圖三) 可見許金豐構築物與本社構築物緊緊相貼

建議預留通道之
示意圖



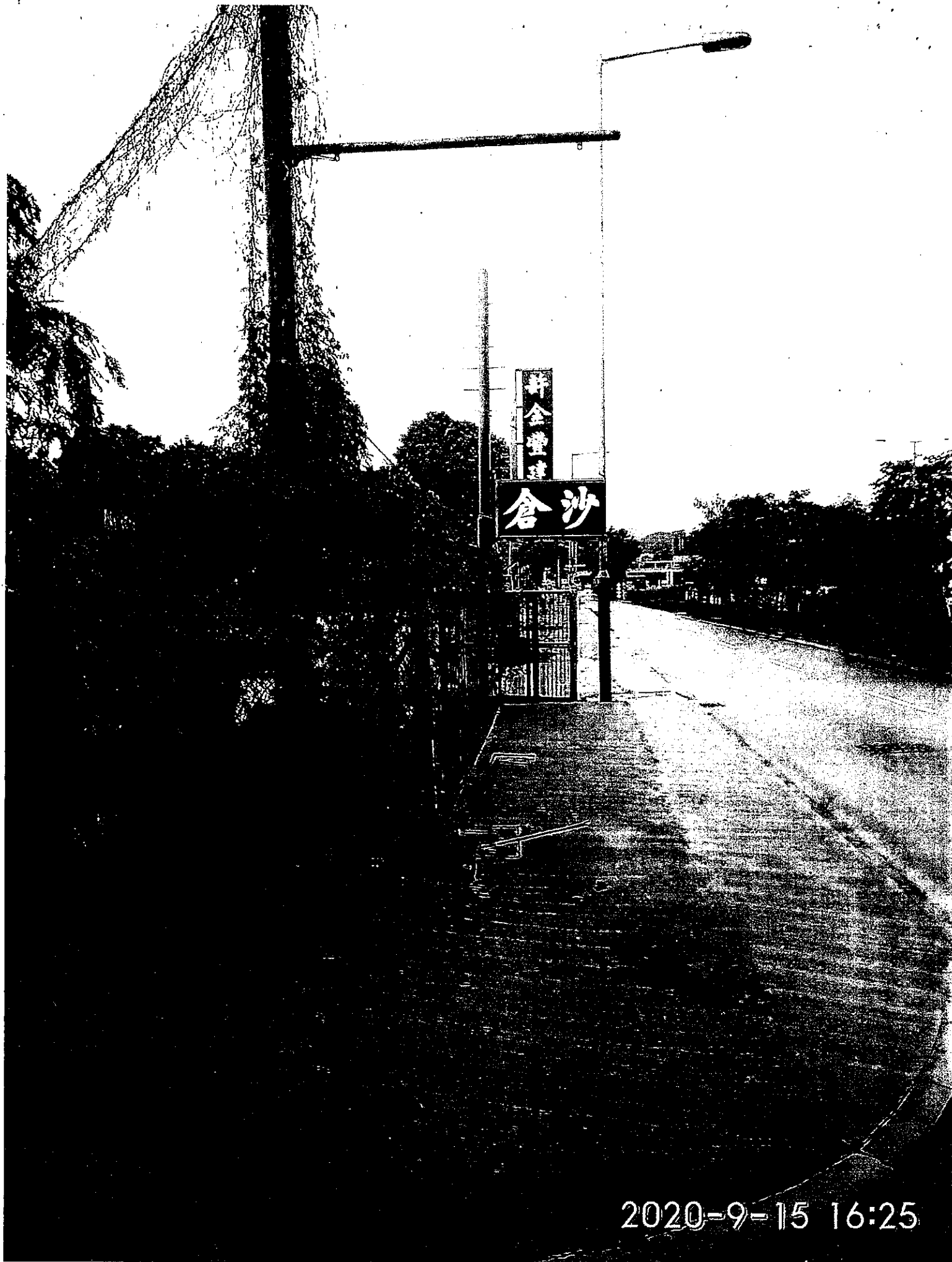
tpbpd@pland.gov.hk

J-3

寄件者: [REDACTED]
寄件日期: 2020年09月19日星期六 19:15
收件者: tpbpd@pland.gov.hk
主旨: 反对规划申请A/KTN/72
附件: IMG_20200915_162519.jpg

就短期租约申请编号 A/KTN/72 之申请，本人强烈反对！有关申请人的大门铁闸长期向外打开，多次投诉不得要领，无公德自私地营运，霸占道路做成市民不便，相信批出租约后情况只会更加糟糕！而该地段亦是单车径踏单车人仕必经之处，路面给霸占变窄，令道路使用者人车争落做成危险！希望贵署接受本人反对意见，勿助长霸道者横行！

陈小姐
19.09.2020



2020-9-15 16:25

3-7

tpbpd@pland.gov.hk

寄件者: [REDACTED]
寄件日期: 2021年04月20日星期二 3:37
收件者: tpbpd
主旨: A/KTN/72 DD 95 Castle Peak Road, Kwu Tong

A/KTN/72

Government Land at D.D. 95, Kwu Tung North

Site area : 2,091sq.m

Zoning : "OSU" annotated "Business and Technology Park" and area shown as 'Road'

Applied use : Shop and Services and Open Storage Construction Materials / ??? Vehicle Parking

Dear TPB Members,

While the current operation has been there for decades, it is clearly no longer appropriate.

Next door is the Home of Loving Faithfulness (HOLF) has been caring since 1965 for children and adults with special needs in Hong Kong. There are sports grounds and large residential compound opposite.

In view of the urgent need to upgrade the work force and provide employment opportunities, it is time that the Technology Park concept be realized.

Unfortunately no steps have been taken, despite the recommendations of the Audit Commission, to address the viability of the STT process. The operator should be encouraged and assisted in relocating to an industrial estate.

Mary Mulvihill

Appendix II-5

5-2

就規劃申請/覆核提出意見 Making Comment on Planning Application / Review

參考編號

Reference Number:

200918-161150-80262

提交限期

Deadline for submission:

29/09/2020

提交日期及時間

Date and time of submission:

18/09/2020 16:11:50

有關的規劃申請編號

The application no. to which the comment relates:

A/KTN/72

「提意見人」姓名/名稱

Name of person making this comment:

先生 Mr. Lam Ka Hing

意見詳情

Details of the Comment :

反對，設露天貯物將會增加附近車輛出入流量，影響村民出入安全及生活質數。

致城市規劃委員會秘書：

專人送遞或郵遞：香港北角渣華道 333 號北角政府合署 15 樓

傳真：2877 0245 或 2522 8426

電郵：tpbpd@pland.gov.hk

5-1

To : Secretary, Town Planning Board

By hand or post : 15/F, North Point Government Offices, 333 Java Road, North Point, Hong Kong

By Fax : 2877 0245 or 2522 8426

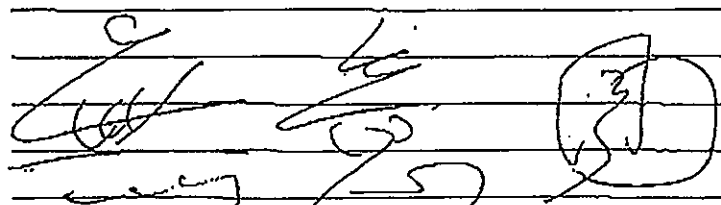
By e-mail : tpbpd@pland.gov.hk

有關的規劃申請編號 The application no. to which the comment relates

A/KTN/72

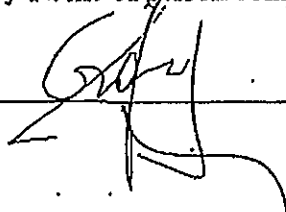
意見詳情 (如有需要，請另頁說明)

Details of the Comment (use separate sheet if necessary)



「提意見人」姓名/名稱 Name of person/company making this comment 侯志強

簽署 Signature



日期 Date 2020.9.15

Seq. 4 5-6

城市規劃委員會秘書：

專人送遞或郵遞：香港北角渣華道 333 號北角政府合署 15 樓

傳真：2877 0245 或 2522 8426

電郵：tpbpd@pland.gov.hk

To : Secretary, Town Planning Board

By hand or post : 15/F, North Point Government Offices, 333 Java Road, North Point, Hong Kong

By Fax : 2877 0245 or 2522 8426

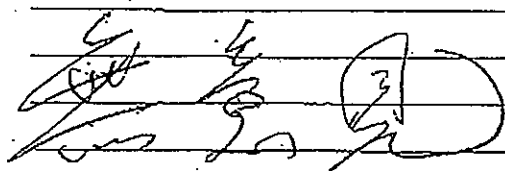
By e-mail : tpbpd@pland.gov.hk

有關的規劃申請編號 The application no. to which the comment relates

A/KTN/72 Received on 22/03/2021

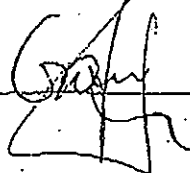
意見詳情 (如有需要，請另頁說明)

Details of the Comment (use separate sheet if necessary)



「提意見人」姓名/名稱 Name of person/company making this comment 侯志強

簽署 Signature



日期 Date 07 APR 2021



Advisory Clauses

- (a) The Site falls within the Remaining Phase of Kwu Tung North New Development Area project. The Site may be resumed by the Government at any time during the planning approval period for the implementation of Government projects.
- (b) To note the comments of the District Lands Officer/North, Lands Department (DLO/N, LandsD) that:
 - (i) the application boundary does not tally with the boundary of the remaining portion of the STT. The total built-over area and height of the on-site existing structures and those under application are larger than the permitted ones under the former STT;
 - (ii) no building or structure or support for any building or structure may be erected or constructed on, over, under above, below or within an designated unobstructed area measuring 1.5m in width from the common boundary line of the Site and the adjoining STT No. 689 except that drains, sewers, channels, drainage facilities and any other services may be constructed or provided below the ground level of that area;
 - (iii) the applicant shall give a right of way at all times over the unobstructed area to the tenant of adjoining STT No. 589 and other persons authorized by the tenant for carrying out repair and maintenance of the public utilities and services relating to STT No. 589; and
 - (iv) the applicant shall apply to his office for reissue of a new STT, the new STT application will be considered by Government in its landlord's capacity and there is no guarantee that it will be approved. If the new STT is approved, the commencement date would be backdated to the first date of occupation or to a date as deemed appropriate by his office, and it will be subject to such terms and conditions to be imposed including payment of rent and administrative fee as considered appropriate by his office.
- (c) To note the comments of the Director of Environmental Protection (DEP) that the applicant is advised to follow the latest 'Code of Practice on Handling the Environmental Aspects of Temporary Uses and Open Storage Sites' in order to minimize the potential environmental impacts on the adjacent area.
- (d) To note the comments of Chief Town Planner/Urban Design & Landscape, Planning Department that there should be no storage of materials near the Tree Projection Zone of the existing tree to avoid damage of the tree and soil compaction. Please refer to following link for "Tree Protection Zone" ("TPZ") and other useful information on general tree maintenance:

http://www.greening.gov.hk/filemanager/content/pdf/tree_care/Pictorial_Guide_for_Tree_Maintenance.pdf (Pictorial Guide for Tree Maintenance (護養樹木的簡易圖解) published by the GLTM Section, DEVB)
- (e) To note the comments of the Director of Fire Services that:
 - (i) the applicant is advised to submit relevant layout plans incorporated with the proposed

fire service installations (FSI) to his Department for approval;

- (ii) the layout plans should be drawn to scale and depicted with dimensions and nature of occupancy;
- (iii) the location of where the proposed FSI to be installed should be clearly marked on the layout plans; and
- (iv) if the applied structures are required to comply with the Building Ordinance, detailed fire requirements will be formulated upon receipt of formal submission of general building plans.