

**Previous s.16 Applications**

**Approved Applications**

<b>Application No.</b>	<b>Use/Development</b>	<b>Date of Consideration</b>
A/NE-TK/174	Temporary Depositing of Two Containers for Selling of Refreshment, Hiring of Fishing-related Accessories and Storage for a Period of 3 Years	30.4.2004
A/NE-TK/605	Temporary Depositing of Two Containers for Selling of Refreshment, and Hiring of Fishing-related Accessories and Storage for a Period of 3 Years	3.3.2017
A/NE-TK/681	Temporary Shop and Services (Selling of Refreshment, Hiring of Fishing related Accessories and Storage) for a Period of 3 Years	29.5.2020 (Revoked on 28.10.2022)

**Government Departments' General Comments**

**1. Land Administration**

Comment of District Lands Officer/Tai Po, Lands Department (DLO/TP, LandsD):

- the Site consists of a piece of government land which is covered by a valid Short Term Tenancy (STT) No. 1296 with an area of about 340m<sup>2</sup> for “selling of refreshment, hiring of fishing-related accessories and storage”. The Site was granted with a term of 2 years certain commencing from 1.2.2005 and thereafter quarterly. The permitted structures of the STT comprise two containers with a total built-over area of not exceeding 44.652m<sup>2</sup> and a height not exceeding 2.44m.

**2. Nature Conservation**

Comment of the Director of Agriculture, Fisheries and Conservation (DAFC):

- the Site is largely hard paved. He has no strong view on the application from nature conservation point of view provided that trees on government land within and in the vicinity of the Site are not affected.

**3. Environment**

Comments of the Director of Environmental Protection (DEP):

- no objection to the application;
- it is noted that the proposal under current application is the same as that under the previously approved applications (i.e. the applicants propose to continue making use of the two existing container-converted structures at the Site for selling of refreshment, hiring of fishing-related accessories and storage), which would not require any site formation or construction work; and
- according to his record, no environmental complaint related to the Site was received in the past three years.

**4. Landscape**

Comments of the Chief Town Planner/Urban Design and Landscape, Planning Department (CTP/UD&L, PlanD):

- no objection to the application from landscape planning perspective;
- there is no significant change in the landscape character of the surrounding environment since the last planning application was approved; and

- the Site is hard paved and consists of two containers. No significant landscape resource is observed within the Site. The proposed layout under current application is the same as that under the last previous approved application (No. A/NE-TK/681). Further significant impact on the surrounding landscape character and existing landscape resources is not anticipated.

## **5. Drainage**

Comments of the Chief Engineer/Mainland North, Drainage Services Department (CE/MN, DSD):

- the Site is in conflict with an existing 600mm diameter public stormwater drain. An extent of 3m on each side of this drain pipe measured from its out edges should be designated as drainage reserve. No containers, temporary and permanent structures should be erected within this reserved area. Regarding the current application, it is noted that the placement of the two container-converted structures are outside the reserved area; and
- the applicants are required to maintain the existing drainage facilities implemented under the previous planning applications and to submit condition records of the existing drainage facilities.

## **6. Fire Safety**

Comments of the Director of Fire Services (D of FS):

- no in-principle objection to the application subject to fire service installations (FSIs) being provided to the satisfaction of the D of FS; and
- the FSIs proposal submitted by the applicants under the current application is considered acceptable.

## **7. Building Matters**

Comment of the Chief Building Surveyor/New Territories West, Buildings Department (CBS/NTW, BD):

- there is no record of approval by the Building Authority for the buildings/structures existing at the Site and Buildings Department is not in a position to offer comments on their suitability for the use related to the application.

## **8. Food and Environmental Hygiene**

Comments of the Director of Food and Environmental Hygiene (DFEH):

- no adverse comment on the application.

## **9. Other Departments**

The following departments have no comments on/no objection to the application:

- Commissioner for Transport (C for T);
- Chief Highway Engineer/New Territories East, Highways Department (CHE/NTE, HyD);
- Chief Engineer/Construction, Water Supplies Department (CE/C, WSD);
- Head of the Geotechnical Engineering Office, Civil Engineering and Development Department (H(GEO), CEDD);
- Project Manager (North), Civil Engineering and Development Department (PM/N, CEDD); and
- District Officer (Tai Po), Home Affairs Department (DO(TP), HAD).

**Recommended Advisory Clauses**

- (a) prior planning permission should have been obtained before commencing the applied use at the Site;
- (b) should the applicants fail to comply with the approval conditions again resulting in the revocation of the planning permission, sympathetic consideration may not be given to any further application;
- (c) to note the comments of the District Lands Officer/Tai Po, Lands Department (DLO/TP, LandsD) that:
  - a recent inspection revealed that an unauthorized metal vehicular gate with an ancillary fencing were found extended beyond the southern side of the Site onto the nearby unallocated Government land. Unauthorized structures such as temporary water tank, fire services water tank and pump were found within the Site without prior approval from LandsD. Under such circumstances, the applicants are required to rectify such irregularities as soon as possible. Otherwise, appropriate land control action and tenancy enforcement action will be taken by LandsD according to case priority; and
  - should planning approval be given to the subject planning application, the applicants are required to apply to LandsD for permission to erect temporary structures within the Site for fire services installations (FSIs) and/or other ancillary structures as required by the concerned departments. However, there is no guarantee that such application will be approved. If such application is approved, it will be subject to such terms and conditions, including among others the payment of rent or fee, as may be imposed by LandsD;
- (d) to note the comment of the Director of Environmental Protection (DEP) that as the Site is located within the “Conservation Area” zone, the applicants are reminded to strictly observe the Environmental Impact Assessment Ordinance and the relevant pollution control ordinances such as Water Pollution Control Ordinance and Waste Disposal Ordinance to avoid any pollution during the operation of the applied use;
- (e) to note the comments of the Chief Engineer/Mainland North, Drainage Services Department (CE/MN, DSD) that:
  - while there are DSD’s public stormwater drains in this area, the applicants should have their own stormwater collection and discharge system to cater for the runoff generated within the Site and overland flow from the surrounding of the Site, e.g. surface channel of sufficient size along the perimeter of the Site, sufficient openings should be provided at the bottom of the boundary wall/fence to allow surface runoff to pass through the Site if any boundary wall/fence are to be erected. Any existing flow path affected should be re-provided. The applicants should neither obstruct overland flow nor adversely affect the existing natural streams, village drains, ditches and the adjacent areas. The applicants are required to

maintain the drainage systems properly and rectify/modify the nearby existing/original drainage systems if they are found to be inadequate or ineffective to accommodate the additional runoff arisen from the development on the Site. The applicants shall also be liable for and shall indemnify claims and demands arising out of damage or nuisance caused by failure or ineffectiveness of the modified drainage systems caused by their works; and

- for works to be undertaken outside the Site, prior consent and agreement from LandsD and/or relevant private lot owners should be sought.
- (f) to note the comments of the Director of Fire Services (D of FS) that:
- the installation/maintenance/modification/repair work of FSIs shall be undertaken by a Registered Fire Service Installation Contractor (RFSIC). The RFSIC shall, after completion of the installation/maintenance/modification/repair work, issue a certificate (FS251) to the person on whose instruction the work was undertaken and forward a copy of the certificate to the D of FS; and
  - the applicants are reminded that if the structure(s) is required to comply with the Buildings Ordinance (Cap. 123), detailed fire service requirements will be formulated upon receipt of formal submission of general building plans.
- (g) to note the comments of the Chief Building Surveyor/New Territories West, Buildings Department (CBS/NTW, BD) that:
- if the existing structures are erected on leased land without approval of the Buildings Department (BD) (not being a New Territories Exempted House), they are unauthorized under the Buildings Ordinance (BO) and should not be designated for any approved use under the planning application;
  - before any new buildings works (including drainage works) are to be carried out on the Site, prior approval and consent of the Building Authority (BA) should be obtained unless they are exempted building works or commenced under the simplified requirement under the Minor Works Control System, otherwise they are Unauthorized Building Works (UBW). An Authorized Person (AP) should be appointed as the co-ordinator for the proposed building works in accordance with the BO;
  - for UBW erected on leased land, enforcement action may be taken by the BA to effect their removal in accordance with BD's enforcement policy against UBW as and when necessary. The granting of any planning approval should not be construed as an acceptance of any existing buildings works or UBW on the Site under the BO;
  - any temporary shelters or converted containers for storage or other uses are considered as temporary buildings are subject to the control of Part VII of the Building (Planning) Regulations (B(P)R);
  - the Site shall be provided with means of obtaining access thereto from a street under Regulation 5 of the B(P)R and emergency vehicular access (EVA) shall be

provided under the Regulation 41D of the B(P)R;

- if the Site is not abutting on a specified street having a width not less than 4.5m, the development intensity shall be determined by the BA under Regulation 19(3) of the B(P)R at building plan submission stage; and
- formal submission under the BO is required for any proposed new works, including any temporary structures and site formation works like filling of pond and land and site formation for drainage works. Detailed comments under the BO on individual sites for private developments such as permissible plot ratio, site coverage, EVA, private streets and/or access roads, barrier free access and facilities, compliance with the sustainable building design guidelines etc. will be provided at the building plan submission stage;

(h) to note the comments of the Director of Food and Environmental Hygiene (DFEH) that:

- proper licence/permit issued by the Food and Environmental Hygiene Department (FEHD) is required if there is any food business/catering service/activities regulated by the DFEH under the Public Health and Municipal Services Ordinance (Cap. 132) and other relevant legislation for the public. Under the Food Business Regulation, Cap. 132X, a food business licence is required for the operation of the relevant type of food business listed in the Regulation (e.g. a restaurant, a refreshment kiosk etc.). The application for licence, if acceptable by the FEHD, will be referred to relevant government departments such as the Buildings Department, Fire Services Department and Planning Department for comment. If there is no objection from the departments concerned, a letter of requirements will be issued to the applicants for compliance and the licence will be issued upon compliance of all the requirements; and
- there should be no encroachment on the public place and no environmental nuisance should be generated to the surroundings. Its state should not be a nuisance or injurious or dangerous to health and surrounding environment. Also, for any waste generated from such activities/operation, the applicants should arrange disposal properly at their own expenses.

☐ Urgent ☐ Return Receipt Requested ☐ Sign ☐ Encrypt ☐ Mark Subject Restricted ☐ Expand personal&publi



**A/NE-TK/768 DD 28 Tai Mei Tuk Conservation**

30/01/2023 02:44

From:

To:

File Ref:

tpbpd <tpbpd@pland.gov.hk>

A/NE-TK/768

Government Land in D.D. 28, Tai Mei Tuk, Tai Po

Site area: About 340sq.m

Zoning: "Conservation Area"

Applied use: Shop and Services / Storage

Dear TPB Members,

Application 605 approved 8 March 2017 – number of extensions of time even though operation has a long history.

Application 681 approved 29 May 2020 but

“a recent inspection reveals that an **unauthorized metal vehicular gate with an ancillary fencing are found extended beyond the southern side of the Site onto the nearby unallocated Government land**. Unauthorized structures were also found within the Site without prior approval from LandsD. Under

such circumstances, the applicants are required to rectify such irregularities as soon as possible. Otherwise, appropriate land control action and tenancy enforcement action will be taken by LandsD in due course.

*a Member was concerned that the applied use might be related to the suspected unauthorised recreational use of the pond. Some Members considered that there was currently insufficient evidence to prove that the application was related to the recreational use at the pond. Should there be unauthorized development at the site, enforcement action could be taken by LandsD and PlanD where appropriate.*

*there is no record of approval by the Building Authority for the existing buildings/structures at the Site”*

Approval was revoked on 29 Oct 2022

*(e) in relation to (e) above, the implementation of fire service installations and water*



*supplies for fire fighting proposal within 9 months from the date of planning approval to the satisfaction of the Director of Fire Services or of the TPB by 28.2.2021*

This condition has obviously been an issue for many years. The site is government land, the zoning is conservation, there are issues re proximity to drainage.

Members should question why STT , intended for SHORT Term use is still granted when are a number of unresolved issues. Operations on government land should be in full compliance with all regulations or be terminated.

We are bombarded with propaganda on Rule of Law Hong Kong core value on a daily basis, sadly lacking in action.

Mary Mulvihill

**From:** [REDACTED]  
**To:** tpbpd <tpbpd@pland.gov.hk>  
**Date:** Sunday, 29 January 2017 1:51 AM CST  
**Subject:** A/NE-TK/605 Tai Mei Tuk

A/NE-TK/605  
Government Land in D.D. 28, Tai Mei Tuk, New Territories  
Site area : About 340 m<sup>2</sup>  
Zoning : "Conservation Area"  
Applied Use : Two Containers For Selling of Refreshment and Storage

Dear TPB Members,

Approval was granted for three years for similar use in 2004. Has there been illegal use of site since then? Approval would therefore encourage flaunting of regulations.

Two containers take up less than 100sqmts but application is for more than three times that?

There is a BBQ site close by, if the refreshment and storage facilities are necessary then they should be accommodated there.

What about a license for a food truck that does not require any permanent structure?

The planning intention of "**Conservation Area**" ("**CA**") to protect and retain the existing natural landscape, ecological or topographical features of the area for conservation, educational and research purposes and to separate sensitive natural environment such as Country Park from the adverse effects of development. There is a presumption against any type of structure on such zoning.

TPB should reject the application and advise responsible government departments

to ensure that the site is returned to its designated use and that any damage or despoilment is put right.

Mary Mulvihill

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**From:** [REDACTED]  
**To:** tpbpd <tpbpd@pland.gov.hk>  
**Date:** Tuesday, 23 August 2016 12:51 AM CST  
**Subject:** A/NE-TK/589 Tai Mei Tuk

A/NE-TK/589      **WITHDRAWN**  
Government land in D.D. 28, Tai Mei Tuk, Tai Po  
Site area : About 340 m<sup>2</sup>  
Zoning : "Conservation Area"  
Applied Use/ Development : Two Containers for Retail

Dear TPB Members,

Another No Names application for Government Land. PD is ignoring the right of the public to information on plans for use or abuse of public assets.

Approval was granted in 2004 for the same use. Has the land been occupied since then without further approval from TPB? Can members please question Lands. 340mst is a large area to accommodate 2 containers. NET houses are built on one third of this.

The Planning Intention for Conservation Area is  
*This zoning is intended to protect and retain the existing natural landscape, ecological or topographical features of the area for conservation, educational and research purposes and to separate sensitive natural environment such as Site of Special Scientific Interest or Country Park from the adverse effects of development.*

*There is a general presumption against development in this zone. In general, only developments that are needed to support the conservation of the existing natural landscape or scenic quality of the area or are essential infrastructure projects with overriding public interest may be permitted.*

Hiring of fishing tackle can hardly be a justified use. Moreover the site appears to have been occupied for over a decade so the use can no longer be termed Temporary.

TPB should reject this application and encourage government departments to take steps to rehabilitate the site so that it reflects its zoning.

Mary Mulvihill

2023年 1月 5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。

Appendix I of RNTPC  
Paper No. A/NE-TK/768

- 5 JAN 2023

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](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](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/NE-7K/768
	Date Received 收到日期	- 5 JAN 2023

- 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)

1. 黃煌保 WONG WONG PO STANLEY 2. 黃百勝 WONG PAK SING

### 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)

余芷珊 YU TSZ SHAN

### 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)	新界大埔大美督第28約的政府土地
(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 ..... 340 ..... sq.m 平方米 <input checked="" type="checkbox"/> About 約 <input checked="" type="checkbox"/> Gross floor area 總樓面面積 ..... 44.6276 ..... 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)	..... 340 ..... 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	S/NE-TK/19
(e) Land use zone(s) involved 涉及的土地用途地帶	自然保育區
(f) Current use(s) 現時用途	售賣小食、出租釣魚用品和貯存庫用途  (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"<sup>#</sup> (please proceed to Part 6 and attach documentary proof of ownership).  
是唯一的「現行土地擁有人」<sup>#</sup> (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"<sup>#</sup> (please attach documentary proof of ownership).  
是其中一名「現行土地擁有人」<sup>#</sup> (請夾附業權證明文件)。
- ☐ is not a "current land owner"<sup>#</sup>.  
並不是「現行土地擁有人」<sup>#</sup>。

- ☒ 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)"<sup>#</sup>.  
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」<sup>#</sup>。

(b) The applicant 申請人 -

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

Details of consent of "current land owner(s)" <sup>#</sup> obtained 取得「現行土地擁有人」 <sup>#</sup> 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)"<sup>#</sup>  
已通知 ..... 名「現行土地擁有人」<sup>#</sup>。

Details of the "current land owner(s)" <sup>#</sup> notified 已獲通知「現行土地擁有人」 <sup>#</sup> 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)<sup>#&</sup>  
於 \_\_\_\_\_ (日/月/年)向每一名「現行土地擁有人」<sup>#</sup>郵遞要求同意書<sup>&</sup>

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)<sup>&</sup>  
於 \_\_\_\_\_ (日/月/年)在指定報章就申請刊登一次通知<sup>&</sup>
- ☐ posted notice in a prominent position on or near application site/premises on \_\_\_\_\_ (DD/MM/YYYY)<sup>&</sup>  
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<sup>&</sup>
- ☐ sent notice to relevant owners' corporation(s)/owners' committee(s)/mutual aid committee(s)/management office(s) or rural committee on \_\_\_\_\_ (DD/MM/YYYY)<sup>&</sup>  
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<sup>&</sup>

Others 其他

- ☐ others (please specify)  
其他（請指明）

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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

<b>6. Type(s) of Application 申請類別</b>	
<b>(A) Temporary Use/Development of Land and/or Building Not Exceeding 3 Years in Rural Areas</b> 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	小食亭、商店及服務行業(租用釣魚用具及貯存庫(為期3年))  (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 ..... 3 ..... <input type="checkbox"/> month(s) 個月 .....
<b>(c) Development Schedule 發展細節表</b>	
Proposed uncovered land area 擬議露天土地面積	295.3724 .....sq.m <input checked="" type="checkbox"/> About 約
Proposed covered land area 擬議有上蓋土地面積	44.6276 .....sq.m <input checked="" type="checkbox"/> About 約
Proposed number of buildings/structures 擬議建築物/構築物數目	2
Proposed domestic floor area 擬議住用樓面面積	N/A .....sq.m <input type="checkbox"/> About 約
Proposed non-domestic floor area 擬議非住用樓面面積	44.6276 .....sq.m <input checked="" type="checkbox"/> About 約
Proposed gross floor area 擬議總樓面面積	44.6276 .....sq.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) 貨櫃(1) 6.1米(長) X 2.44米(闊) X 2.44米(高) 用途：租用釣魚用品 貨櫃(2) 12.19米(長) X 2.44米(闊) X 2.44米(高) 用途：售賣小食及貯存庫 (附室內平面圖則及1:1000位置圖PLAN NO.: TP/28/GL)	
Proposed number of car parking spaces by types 不同種類停車位的擬議數目	
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	
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 星期一至星期日 早上七時至晚上十時 (包括公眾假期)			
(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)) 大美督路	
	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, 請另頁註明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>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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**(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。

1. 就本申請地點分別於2017年03月03日及2020年05月29日獲城市規劃委員會批准用作臨時擺放兩個貨櫃作售賣小食、租用釣魚用品及貯存庫用途，為期3年，有關批准將於2023年05月29日到期。(申請編號：TPB/A/NE-TK/681)(見附件一)
2. 申請地點已獲大埔地政處批出短期租約第1296號，可興建建築面積不超過44.652平方米，高度不超過2.44米，有關建築物祇可作售賣小食、出租及存放與釣魚有關用品。(見附件二)
3. 申請地點已於2022年04月28日已符合規劃許可附帶條件(d)項-提交消防裝置和滅火水源建議。(見附件三)
4. 就規劃許可附帶條件(e)項-落實消防裝置和滅火水源安裝，需向水務署申請消防供水水錶方可獲消防處發出滿意證明。申請期間，遇上香港第5波疫情嚴峻，各政府部門嚴陣以待，採取多項防疫應對措施下的工作安排，以致有關審批亦大受影響致有所延誤。直至2022年10月11日才獲得水務署批出驗收通知(見附件四)，但仍未有為該水錶接駁供水。導致2022年10月27日消防人員未能簽發完成驗收合格證明，最終未能於2022年10月28日限期之前履行規劃許可附帶條件(e)項。根據規劃許可附帶條件延期指引，未能再批出該附帶條件續期許可，最終被迫撤銷。(見附件五)
5. 我方自獲批出規劃許可，積極處理及落實完成相關規劃許可附帶條件，但由於早前新冠疫情肆虐期間，政府及各部門多方面暫緩工作，審批及工程亦有所滯後引致一再向規劃署申請延期，無奈地最終因未能獲批延期履行條件，被迫撤銷及須重新申請。
6. 現階段我們仍揆而不捨履行相關的附帶條件的申請，相信在3個月內亦會完成有關水錶接駁供水事宜，屆時將符合消防署驗收安排，得以履行附帶條件所要求的項目。  
因此，現欲向貴會提出規劃許可申請為期3年，祈希獲貴會予以批准，得以繼續營運。

**8. Declaration 聲明**

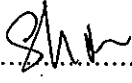
I hereby declare that the particulars given in this application are correct and true to the best of my knowledge and belief.  
本人謹此聲明，本人就這宗申請提交的資料，據本人所知及所信，均屬真實無誤。

I hereby grant a permission to the Board to copy all the materials submitted in this application 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

  
.....  
YU TSZ SHAN

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

Name in Block Letters  
姓名（請以正楷填寫）

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

☐ RPP 註冊專業規劃師

Others 其他 .....

on behalf of

代表

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

Date 日期

12 1 NOV 2022

(DD/MM/YYYY 日/月/年)

**Remark 備註**

The materials submitted in this application 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。

<b>Gist of Application 申請摘要</b> (Please provide details in both English and Chinese <u>as far as possible</u> . This part will be circulated to relevant consultees, uploaded to the Town Planning Board's Website for browsing and free downloading by the public and available at the Planning Enquiry Counters of the Planning Department for general information.) (請盡量以英文及中文填寫。此部分將會發送予相關諮詢人士、上載至城市規劃委員會網頁供公眾免費瀏覽及下載及於規劃署規劃資料查詢處供一般參閱。)	
Application No. 申請編號	(For Official Use Only) (請勿填寫此欄)
Location/address 位置／地址	新界大埔大美督第28約的政府土地
Site area 地盤面積	<div style="display: flex; justify-content: space-between;"> <span>340</span> <span>sq. m 平方米 <input checked="" type="checkbox"/> About 約</span> </div> <div style="display: flex; justify-content: space-between;"> <span>(includes Government land of 包括政府土地</span> <span>340</span> <span>sq. m 平方米 <input checked="" type="checkbox"/> About 約)</span> </div>
Plan 圖則	S/NE-TK/19
Zoning 地帶	自然保育區
Type of Application 申請類別	<div> <input checked="" type="checkbox"/> Temporary Use/Development in Rural Areas for a Period of          位於鄉郊地區的臨時用途/發展為期  <div style="display: flex; justify-content: space-around;"> <input checked="" type="checkbox"/> Year(s) 年 <u>3</u> <input type="checkbox"/> Month(s) 月 _____         </div> </div> <div> <input type="checkbox"/> Renewal of Planning Approval for Temporary Use/Development in Rural Areas for a Period of          位於鄉郊地區臨時用途/發展的規劃許可續期為期  <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Year(s) 年 _____         <input type="checkbox"/> Month(s) 月 _____         </div> </div>
Applied use/ development 申請用途/發展	小食亭、商店及服務行業(租用釣魚用具及貯存庫(為期3年))

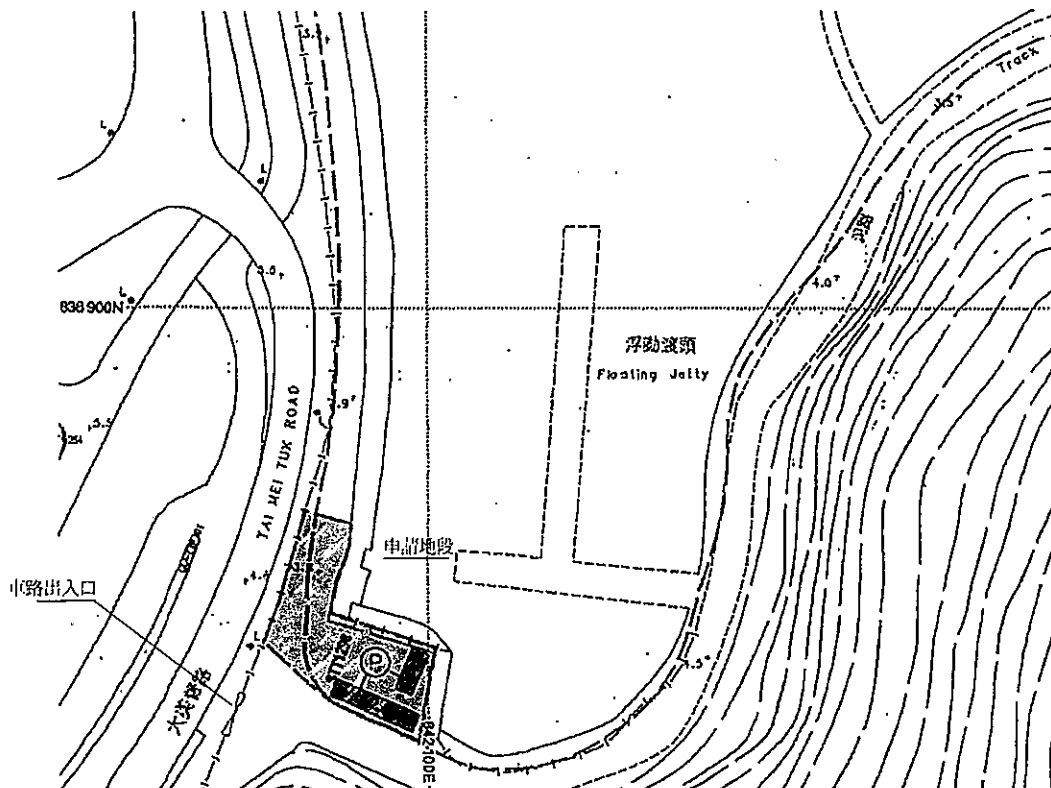
(i) Gross floor area and/or plot ratio 總樓面面積及／或地積比率		sq.m 平方米	Plot Ratio 地積比率
	Domestic 住用	<input type="checkbox"/> About 約 <input type="checkbox"/> Not more than 不多於	<input type="checkbox"/> About 約 <input type="checkbox"/> Not more than 不多於
	Non-domestic 非住用	44.6276 <input checked="" type="checkbox"/> About 約 <input type="checkbox"/> Not more than 不多於	<input type="checkbox"/> About 約 <input type="checkbox"/> Not more than 不多於
(ii) No. of block 幢數	Domestic 住用		
	Non-domestic 非住用	2	
(iii) Building height/No. of storeys 建築物高度／層數	Domestic 住用	m 米 <input type="checkbox"/> (Not more than 不多於)	
		Storeys(s) 層 <input type="checkbox"/> (Not more than 不多於)	
	Non-domestic 非住用	2.44 m 米 <input checked="" type="checkbox"/> (Not more than 不多於)	
		1 Storeys(s) 層 <input checked="" type="checkbox"/> (Not more than 不多於)	
(iv) Site coverage 上蓋面積	13.1258 % <input checked="" type="checkbox"/> About 約		
(v) No. of parking spaces and loading / unloading spaces 停車位及上落客貨車位數目	Total no. of vehicle parking spaces 停車位總數  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) _____ _____		
	Total no. of vehicle loading/unloading bays/lay-bys 上落客貨車位／停車處總數  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) _____ _____		

Submitted Plans, Drawings and Documents 提交的圖則、繪圖及文件		
	Chinese 中文	English 英文
<b>Plans and Drawings 圖則及繪圖</b>		
Master layout plan(s)/Layout plan(s) 總綱發展藍圖／布局設計圖	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Block plan(s) 樓宇位置圖	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Floor plan(s) 樓宇平面圖	<input type="checkbox"/>	<input type="checkbox"/>
Sectional plan(s) 截視圖	<input type="checkbox"/>	<input type="checkbox"/>
Elevation(s) 立視圖	<input type="checkbox"/>	<input type="checkbox"/>
Photomontage(s) showing the proposed development 顯示擬議發展的合成照片	<input type="checkbox"/>	<input type="checkbox"/>
Master landscape plan(s)/Landscape plan(s) 園境設計總圖／園境設計圖	<input type="checkbox"/>	<input type="checkbox"/>
Others (please specify) 其他（請註明）	<input checked="" type="checkbox"/>	<input type="checkbox"/>
短期租約圖則		
<b>Reports 報告書</b>		
Planning Statement/Justifications 規劃綱領/理據	<input type="checkbox"/>	<input type="checkbox"/>
Environmental assessment (noise, air and/or water pollutions) 環境評估（噪音、空氣及／或水的污染）	<input type="checkbox"/>	<input type="checkbox"/>
Traffic impact assessment (on vehicles) 就車輛的交通影響評估	<input type="checkbox"/>	<input type="checkbox"/>
Traffic impact assessment (on pedestrians) 就行人的交通影響評估	<input type="checkbox"/>	<input type="checkbox"/>
Visual impact assessment 視覺影響評估	<input type="checkbox"/>	<input type="checkbox"/>
Landscape impact assessment 景觀影響評估	<input type="checkbox"/>	<input type="checkbox"/>
Tree Survey 樹木調查	<input type="checkbox"/>	<input type="checkbox"/>
Geotechnical impact assessment 土力影響評估	<input type="checkbox"/>	<input type="checkbox"/>
Drainage impact assessment 排水影響評估	<input type="checkbox"/>	<input type="checkbox"/>
Sewerage impact assessment 排污影響評估	<input type="checkbox"/>	<input type="checkbox"/>
Risk Assessment 風險評估	<input type="checkbox"/>	<input type="checkbox"/>
Others (please specify) 其他（請註明）	<input type="checkbox"/>	<input type="checkbox"/>
Note: May insert more than one 「✓」. 註：可在多於一個方格內加上「✓」號		

Note: The information in the Gist of Application above is provided by the applicant for easy reference of the general public. Under no circumstances will the Town Planning Board accept any liabilities for the use of the information nor any inaccuracies or discrepancies of the information provided. In case of doubt, reference should always be made to the submission of the applicant.

註：上述申請摘要的資料是由申請人提供以方便市民大眾參考。對於所載資料在使用上的問題及文義上的歧異，城市規劃委員會概不負責。若有任何疑問，應查閱申請人提交的文件。

# D.D. 28



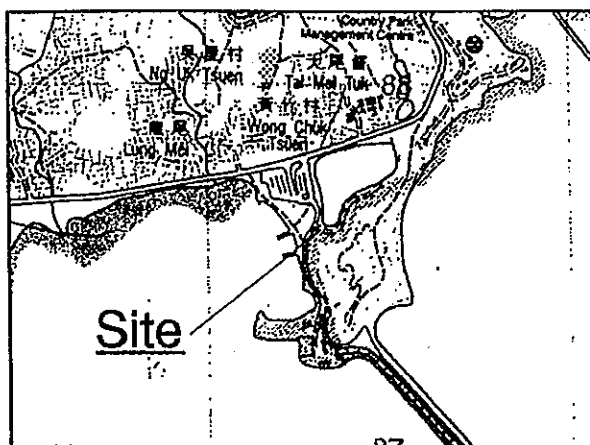
Ref	Colour
B	BROWN
G	GREEN
I	INDIGO
O	ORANGE
P	PINK
R	RED
V	VIOLET
Y	YELLOW
GY	GREY

Coloured Pink Area 44.6276 Square Metres ( About )

SCALE 1:1000

METRES 20 0 20 40 60 80 100 METRES

## LOCATION



SCALE 1:20000

## LEGEND

1 & 2 CONTAINERS

	length(m)	width(m)	height(m)
CONTAINER 1:	6.10	2.44	2.44
CONTAINER 2:	12.19	2.44	2.44



**T. H. & ASSOCIATES LTD.**


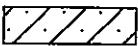
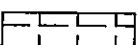
Address: M/F 39 Po Yick Street, Tai Po  
Tel: 26577726 Fax: 26588757

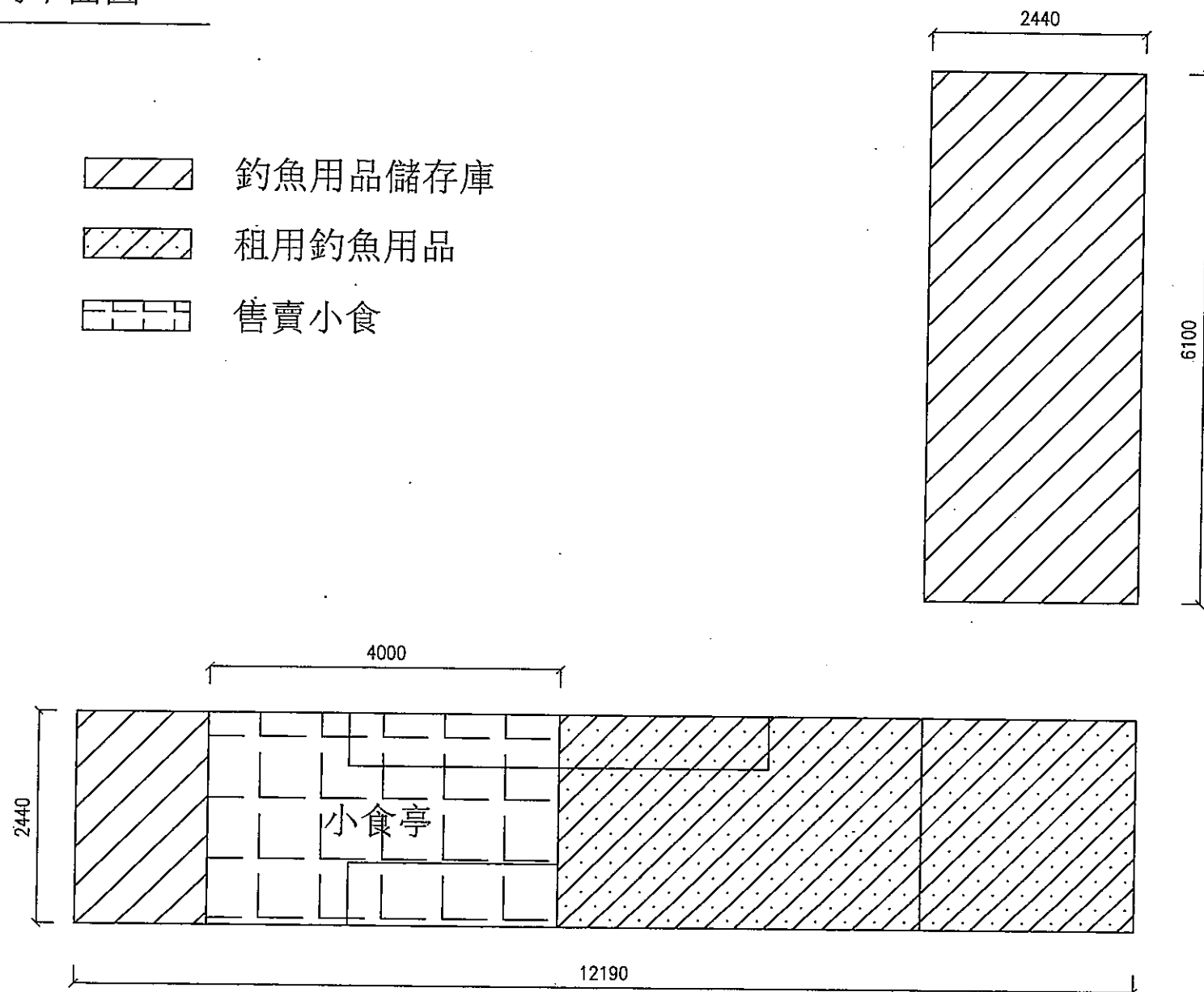
Plan no. TP/28/GL

Signature:

T. H. CHAN (MHKIS, MRICS, RPS(LS))  
DATE: 18 July, 2016

# 室內平面圖

-  釣魚用品儲存庫
-  租用釣魚用品
-  售賣小食





城市規劃委員會

香港北角渣華道三百三十三號  
北角政府合署十五樓

TOWN PLANNING BOARD

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

傳 真 Fax: 2877 0245 / 2522 8426

電 話 Tel: 2231 4810

來函檔號 Your Reference:

覆函請註明本會檔號

In reply please quote this ref.: TPB/A/NE-TK/681

郵遞及傳真函件( [REDACTED] )



余芷珊

先生／女士：

在劃為「自然保育區」地帶的  
大美督第 28 約的政府土地經營臨時商店及服務行業  
(售賣小食及出租和存放與釣魚有關的用具)(為期三年)

我曾於二零二零年五月十五日發信給你。

城市規劃委員會(下稱「城規會」)在考慮這宗申請後，  
決定根據《城市規劃條例》第 16 條，按照你向城規會所提交申  
請的內容，批准這宗規劃許可申請。這項規劃許可屬臨時性  
質，有效期為三年，至二零二三年五月二十九日止，並須附加  
下列條件：

- (a) 如你所建議，不得於晚上十時至上午七時在申請地  
點進行夜間作業；
- (b) 在規劃許可有效期內的任何時間，不得在申請地點  
的渠務專用範圍豎設構築物；
- (c) 在規劃許可有效期內，必須時刻護理申請地點內現  
有的所有樹木；
- (d) 在批給規劃許可之日起計六個月內(即在二零二零年  
十一月二十九日或之前)，提交消防裝置和滅火水源  
建議，而有關建議必須符合消防處處長或城規會的  
要求；

- (e) 就上文(e)項條件而言，在批給規劃許可之日起計九個月內(即在二零二一年二月二十八日或之前)，落實消防裝置和滅火水源建議，而有關情況必須符合消防處處長或城規會的要求；
- (f) 倘在規劃許可有效期內沒有遵守上述規劃許可附帶條件(a)、(b)或(c)項的任何一項，現時批給的規劃許可即會停止生效，並會即時撤銷，不再另行通知；
- (g) 倘在指明日期當日仍未履行上述規劃許可附帶條件(d)或(e)項的任何一項，現時批給的規劃許可即會停止生效，並會同日撤銷，不再另行通知；以及
- (h) 在這項規劃許可的有效期屆滿後，把申請地點恢復為美化市容地帶，而有關狀況必須符合規劃署署長或城規會的要求。

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

你必須嚴格遵守有關履行上述規劃許可附帶條件的期限。如你在指定期限內沒有履行上述附帶條件的任何一項，現時批給的許可即會撤銷，不再另行通知，而當局亦會對有關發展採取執行管制行動。如欲申請延長履行規劃許可附帶條件的期限，請最遲在上述指定期限屆滿前六個星期，向城規會提交第 16A 條申請。這安排旨在讓城規會有足夠時間在徵詢有關部門的意見後處理該宗申請。如規劃許可所指定的期限在城規會考慮延期申請時已經屆滿，該宗延期申請將不獲城規會考慮。詳情請參閱規劃指引編號 34C 和 36B。有關規劃指引、申請表格(表格第 S16A 號)及《申請須知》，可瀏覽城規會的網頁(網址：[www.info.gov.hk/tpb/](http://www.info.gov.hk/tpb/))，或向規劃署的規劃資料查詢處(查詢熱線：2231 5000；地址：北角渣華道 333 號北角政府合署 17 樓和沙田上禾輦路 1 號沙田政府合署 14 樓)及城規會秘書處(地址：北角政府合署 15 樓)索取。

這項臨時規劃許可將於二零二三年五月三十日失效。如欲就這項臨時許可申請續期，請最遲在臨時許可有效期屆滿前

兩個月，把填妥的申請表格(表格第 S16-III 號)提交城規會。詳情請參閱規劃指引編號 34C。不過，城規會不一定批准為這項臨時許可續期。

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

隨函付上就這宗申請擬備的城規會文件(補充規劃綱領／技術報告(如有的話)除外)及二零二零年五月二十九日城規會會議記錄的相關摘錄，以供參閱。由於規劃署人手短缺，因此暫時無法提供上述文件及會議記錄摘錄的中譯本。不過，城規會會於適當時候把會議記錄的中譯本上載於其網頁。規劃署的職員亦很樂意用中文向你講解該等文件的內容。如你需要這項服務，請聯絡規劃署規劃資料查詢處。

根據《城市規劃條例》第 17(1)條，申請人如因城規會的決定而感到不滿，可向城規會申請對有關決定進行覆核。如欲提出覆核申請，你須在本信發出日期起計的 21 天內(即二零二零年七月三日或之前)通知我。其後，我會與你聯絡，邀請你及／或你授權的代表出席城規會的聆聽會。城規會須在收到覆核申請的日期起計三個月內考慮覆核申請。所有覆核申請均須予公布，為期三個星期，讓公眾提出意見。

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

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

城市規劃委員會秘書

(簡志陶代行)

二零二零年六月十二日

城市規劃委員會

香港北角渣華道三百三十三號  
北角政府合署十五樓

TOWN PLANNING BOARD

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

傳 真 Fax: 2877 0245 / 2522 8426

電 話 Tel: 2231 4810

來函檔號 Your Reference:

覆函請註明本會檔號

In reply please quote this ref.: TPB/A/NE-TK/681

By Post & Fax ( [REDACTED] )

12 June 2020

Yu Tsz Shan  
[REDACTED]

Dear Sir/Madam,

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

I refer to my letter to you dated 15.5.2020.

After giving consideration to the application, the Town Planning Board (TPB) approved the application for permission under section 16 of the Town Planning Ordinance on the terms of the application as submitted to the TPB. The permission shall be valid on a temporary basis for a period of 3 years until 29.5.2023 and is subject to the following conditions :

- (a) no night time operation between 10:00 pm to 7:00 am, as proposed by you, is permitted within the site;
- (b) no structure should be erected on the drainage reserve area at all times during the planning approval period;
- (c) all existing trees within the site shall be maintained at all times during the planning approval period;
- (d) the submission of fire service installations and water supplies for fire fighting proposal within 6 months from the date of planning approval to the satisfaction of the Director of Fire Services or of the TPB by 29.11.2020;
- (e) in relation to (e) above, the implementation of fire service installations and water supplies for fire fighting proposal within 9 months from the date of planning approval to the satisfaction of the Director of Fire Services or of the TPB by 28.2.2021;
- (f) if any of the above planning conditions (a), (b) or (c) is not complied with during the planning approval period, the approval hereby given shall cease to have effect and shall be revoked immediately without further notice;

- (g) if any of the above planning conditions (d) or (e) is not complied with by the specified date, the approval hereby given shall cease to have effect and shall be on the same date be revoked without further notice; and
- (h) upon the expiry of the planning permission, the reinstatement of the application site to an amenity area to the satisfaction of the Director of Planning or of the TPB.

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

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

This temporary permission will lapse on 30.5.2023. You may submit an application to the TPB for renewal of the temporary permission no less than two months before its expiry by completing an application form (Form No. S16-III). For details, please refer to TPB Guidelines No. 34C. However, the TPB is under no obligation to renew the temporary permission.

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

A copy of the TPB Paper in respect of the application (except the supplementary planning statement/technical report(s), if any) and the relevant extract of minutes of the TPB meeting held on 29.5.2020 are enclosed herewith for your reference. I regret that due to staff shortage, we are not able to provide you with a translation of the Paper and the extract of minutes in Chinese along with this letter. However, translation of the minutes of TPB meetings will be available at the TPB's website in due course. Staff of the Planning Department are also willing to explain the contents of the documents to you in Chinese. Should you wish to make use of this service, please contact the PECs.

Under section 17(1) of the Town Planning Ordinance, an applicant aggrieved by a decision of the TPB may apply to the TPB for a review of the decision. If you wish to seek a review, you should inform me within 21 days from the date of this letter (on or before 3.7.2020). I will then contact you to arrange a hearing before the TPB which you and/or your authorized representative will be invited to attend. The TPB is required to consider a review application

within three months of receipt of the application for review. Please note that any review application will be published for three weeks for public comments.

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

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

Yours faithfully,



( Raymond KAN )  
for Secretary, Town Planning Board

(With Chinese Translation)

RK/CC/cl

## 有關政府部門人員名單

(申請編號 : A/NE-TK/681)

部門 Department	辦事處 Office	聯絡人姓名 Name of Contact Person	電話號碼 Telephone No.	傳真號碼 Facsimile No.
消防處 Fire Services Department	策劃組 Planning Group (PG)	陳銘冲先生 Mr. CHAN Ming Chung	2733 7737	2739 8775

覆函請註明本署檔號

Please quote Our Reference in response to this

電話 Tel: 2654 1144

圖文傳真 Fax: 2650 9896

電郵地址 Email: [gendlotp@landsd.gov.hk](mailto:gendlotp@landsd.gov.hk)

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

來函檔號 Your Ref



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

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

新界大埔汀角路一號大埔政府合署一樓  
1/F TAI PO GOVERNMENT OFFICES BUILDING,  
1 TING KOK ROAD, TAI PO, N.T.  
網址 Web Site: [www.info.gov.hk/landsd](http://www.info.gov.hk/landsd)

By Recorded Delivery



黃煌保先生及黃百勝先生

COPY

敬啟者：

短期租約第1296號  
新界大埔大美督  
丈量約份第28約政府土地

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

如有查詢，請致電 2654 1144 與本信代行人聯絡。

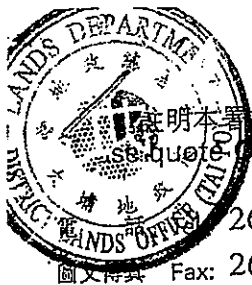
大埔地政專員

( 李靜文  代行 )

二零一五年 五 月 五 日

附件





明本署檔號

Our Reference in response to this

2654 1214

Fax: 2650 9896

電郵地址 Email: gendlotp@landsd.gov.hk

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

來函檔號 Your Ref:



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

我們矢志努力不懈，提供盡善盡美的土地行政服務。  
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1/F, TAI PO GOVERNMENT OFFICES BUILDING,  
1 TING KOK ROAD, TAI PO, N.T.  
網址 Web Site: www.info.gov.hk/landsd

By Recorded Delivery

- 1 FEB 2005

Messrs. WONG WONG PO & WONG PAK SHING

Dear Sirs,

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

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

The basic terms are as follows :-

- Term : Two years certain as from the 1.2.2005  
and thereafter quarterly (subject to three months'  
notice of termination by either party).
- Area : 340m<sup>2</sup> as coloured pink on the attached plan.
- User : For selling of refreshment, hiring of fishing-related  
accessories and storage.
- Coverage : (i) Built-over area shall not exceed 44.652sq.m.  
(ii) Building shall not exceed 2.44m in height.
- Other Conditions : (i) Pollution and nuisance control measures as  
required by Environmental Protection  
Department.  
(ii) Fire prevention measures as required by Fire  
Services Department.

**Certified True Copy**

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

/2.....

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

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

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

Administrative : \$7,800.00

Fee

Deposit : \$14,820.00

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

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

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

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

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

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

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

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

Yours faithfully,



for District Lands Officer/Tai Po

Encls.

With Chinese Translation

c.c. C.R.V.

註明本署檔號  
Please quote Our Reference in response to this

電話 Tel: 2654 1214  
圖文傳真 Fax: 2650 9896  
電郵地址 Email: gendlotp@landsd.gov.hk  
本署檔號 Our Ref: (101) in DLO/TP 1/TAT/65  
來函檔號 Your Ref:



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

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

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

網址 Web Site: [www.info.gov.hk/landsd](http://www.info.gov.hk/landsd)

記錄派遞

黃煌保先生及黃百勝先生

敬啟者：

擬議新短期租約第1296號  
丈量約份第28約政府土地  
大埔汀角路大美督

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

基本條款如下：

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

面積：340平方米，範圍在夾附圖則上以粉紅色標明。

用途：售賣小食、出租及存放與釣魚有關的用具。

上蓋面積：(i) 建築物面積不得超過44.652平方米。

(ii) 建築物高度不超過2.44米。

其他條件：(i) 環境保護署規定的污染及滋擾管制措施。

(ii) 消防處規定的防火措施。

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

租金 : 由二〇〇五年二月一日起，每年29,640.00元。  
 二〇〇五年二月一日至二〇〇五年四月三十日  
 為7,410.00元，須於簽定協議前繳付。倘若續  
 租，其後租金須每三個月上期繳付。

行政費 : 7,800.00元

按金 : 14,820.00元

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

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

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

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

此外，倘你們無意接納新短期租約建議，須於今天起計的28天內以書面通知本人。

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

本信乃中譯本，以供參考。倘在內容方面有任何爭議，概以英文本為準。

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

大埔地政專員

( 代行)

連附件

副本送：差餉物業估價署署長

二〇〇五年 二 月 一 日

To : District Lands Officer, Tai Po

Proposed Short Term Tenancy

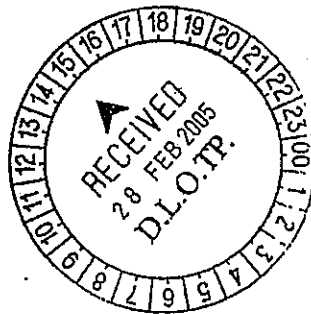
I accept the terms for a Short Term Tenancy as set out in your letter ref. (101) in DLO/TP 1/TAT/65 dated

[REDACTED]  
(Signed by WONG WONG PO  
Holder of HKID Card No. [REDACTED])

[REDACTED]  
(Signed by WONG PAK SHING  
Holder of HKID Card No. [REDACTED])

Date

28/2/2005



Encl. Chinese Translation

G.F. 17 issued 28 FEB 2005  
on \_\_\_\_\_ Vicky

SHORT TERM TENANCY AGREEMENT 1296

15 NOV 2005

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

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



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

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

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

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

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

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

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

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

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

- (g) That in the event of the tenancy hereby created not being terminated within two years from its commencement the rent hereby reserved may be increased by the Landlord at his sole discretion on or after the expiry of every third year of the tenancy upon the Landlord giving to the Tenant not less than three calendar months' prior notice to that effect. As from the date being the effective date as stipulated in such notice such increase shall take effect whereupon the increased rent shall be deemed to be substituted for the rent previously in force under this Agreement PROVIDED that no such revision shall take effect within three years of the immediately preceding revision and PROVIDED FURTHER that the parties hereto expressly agree that nothing herein contained shall imply an intention on the part of either party that the tenancy shall not be terminated in accordance with the provisions of this Agreement;
- (h) That in the event of the rent hereby reserved is being increased under Clause 4(g) hereof, the deposit deposited with the Landlord in accordance with the provisions of this Agreement may be increased by the Landlord at his sole discretion upon the Landlord giving to the Tenant not less than three calendar months' prior notice to that effect. As from the date being the effective date as stipulated in such notice such increase shall take effect and in this connection, the Tenant shall pay to the Landlord on or before the said effective date a sum equivalent to the difference between the deposit previously deposited with the Landlord under this Agreement and the deposit as so increased whereupon the deposit as so increased shall be deemed to be substituted for the said deposit previously deposited with the Landlord under this Agreement PROVIDED that the parties hereto expressly agree that nothing herein contained shall imply an intention on the part of either party that the tenancy shall not be terminated in accordance with the provisions of this Agreement;
- (i) That any notice to be served by the Landlord or his officers

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

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

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

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

## FIRST SCHEDULE

### PARTICULARS OF THE PREMISES

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

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

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

### PURPOSES FOR WHICH THE PREMISES MAY BE USED :

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

## SECOND SCHEDULE

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

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

### THIRD SCHEDULE

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

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



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

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

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

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

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

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

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

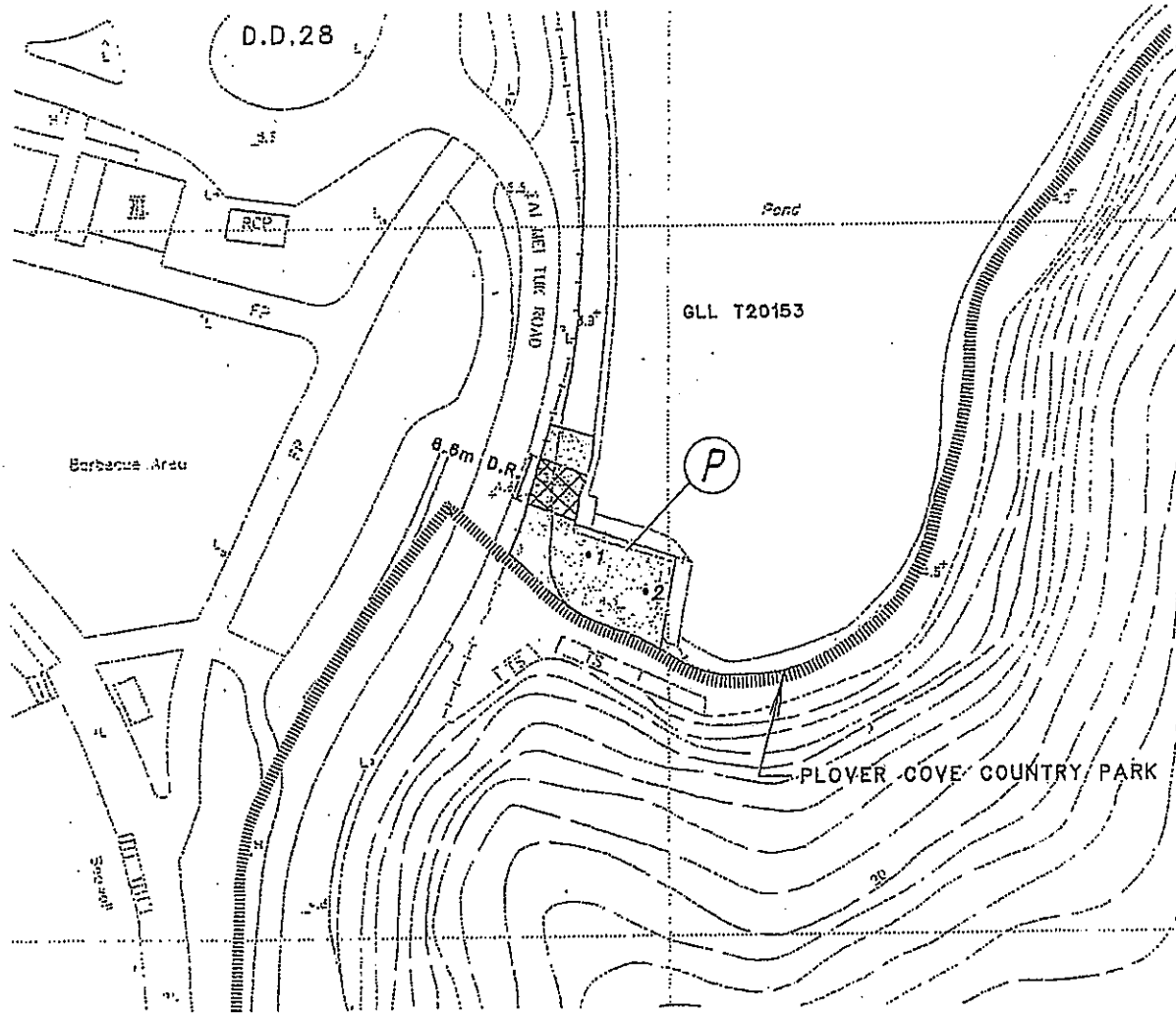
ascertain the present position and levels of the Works and Services, and shall submit his proposals for dealing with the Works and Services in writing to the District Lands Officer for his approval. No such works shall be carried out until the District Lands Officer has given his written approval.

- (c) The Tenant shall comply with and bear the sole cost of meeting any requirement imposed by the District Lands Officer in the approval referred to in sub-clause (b) of this Special Condition in respect of the Works and Services, including any necessary diversion, relaying, repairing, making good or reinstatement works.
  - (d) Except as provided in Special Condition No. 19 hereof, the Tenant shall at his own expense repair, make good and reinstate to the satisfaction of the District Lands Officer any damage or disturbance caused to the surface of the Premises or any part thereof or any of the Works and Services arising in any manner out of any construction, maintenance, renewal, diversion, relaying, making good, repair or reinstatement works referred to sub-clauses (a) and (c) of this Special Condition.
  - (e) If the Tenant fails to carry out any of the works referred to in sub-clauses (c) and (d) of this Special Condition to the satisfaction of the District Lands Officer, the District Lands Officer may (but is not obliged to) carry out any of such works as he considers necessary and the Tenant shall pay to the Landlord on demand the cost of such works.
25. A filtered water supply from Government mains will be given on the usual terms and subject to the provisions of the Waterworks Ordinance, any regulations made thereunder and any amending legislation, but no guarantee is given that any water that is supplied will be continuously available.
26. A salt water or treated effluent supply from Government mains will be given for flushing purposes, and the Tenant will be required to accept this supply and to install plumbing capable of withstanding the corrosive effect of salt water. If a salt water or treated effluent supply is not available when required, a temporary mains fresh water supply will be provided for flushing purposes. The temporary mains fresh water supply if required, and the ultimate salt water supply, will be given on the usual terms and subject to the provisions of the Waterworks Ordinance, any regulations made thereunder and any amending legislation.
27. Except with the prior written consent of the Water Authority, no water from Government mains shall be used for any heating, cooling or humidification purpose.
28. The Tenant shall accept the Premises in the state and condition in which they are at the date possession is given.
29. The Tenant shall observe and comply with all conditions imposed by the Town Planning Board in the approval letter dated the 14<sup>th</sup> day of May 2004 for the granting of the permission under section 16 of Town

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

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

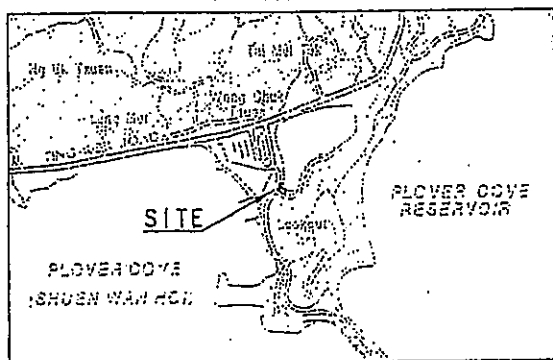
# SHORT TERM TENANCY No.1296 TAI PO, NEW TERRITORIES



COLOURED PINK AND COLOURED PINK CROSS-HATCHED BLACK AREA 340 SQUARE METRES (ABOUT)  
SCALE 1 : 1000

METRES 20 0 20 40 60 80 100 METRES

LOCATION



SCALE 1 : 20000

## LEGEND

1 & 2

CONTAINERS



SPECIAL CONDITION REFERS

FOR IDENTIFICATION PURPOSES ONLY



District Lands Office, Tai Po  
Lands Department

Plan Prepared by District Survey Office, Tai Po

File No. DLO/TP 1/TAT/65

Survey Sheet No. 3-SE-24A

Layout Plan No. S/NE-TK/9

Reference Plan No. ---

PLAN No. TPM4161b

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



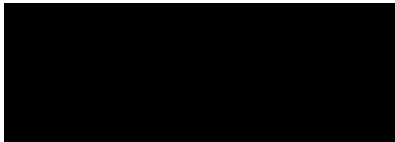
利

Signed by the Tenant



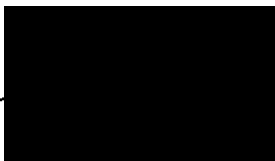
Signed by the District Lands Officer, Tai Po

in the presence of



貝

Witness Name :



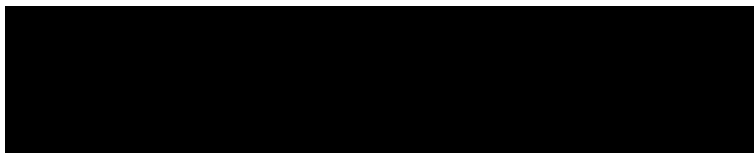
in the presence of



Personal Secretary II

Civil Servant,  
Lands Department

Address :





15 NOV 2005

Dated ..... 20

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TENANCY AGREEMENT

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

Rent : \$29,640.00 per annum

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

Lands Department

規 劃 署

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



Planning Department

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

來函檔號 Your Reference  
本署檔號 Our Reference TPB/A/NE-TK/681  
電話號碼 Tel. No. : 2158 6220  
傳真機號碼 Fax No. : 2691 2806

余芷珊女士

郵寄及傳真( )  
(共一頁)

余女士：

履行規劃許可附帶條件(d)項  
在劃為「自然保育區」地帶的  
大美督丈量約份第 28 約的政府土地經營臨時商店及服務行業  
(售賣小食及出租和存放與釣魚有關的用具)(為期三年)  
(申請編號 A/NE-TK/681)

就你履行上述規劃許可附帶條件(d)項有關提交消防裝置和滅火水源建議於本年三月二十七日的來信，本署已於三月三十一日收到，現回覆如下：

消防處處長審視你提交的文件後，認為規劃許可附帶條件(d)項經已履行。另外，請儘快落實已獲接納的消防裝置和滅火水源建議以履行規劃許可附帶條件(e)項，並於工程完成後提交實地照片(一式兩份)予本署轉交消防處考慮。

如有任何有關落實設置消防裝置建議的疑問，請聯絡消防處徐廣耀先生(電話：2733 7735)。如有其他疑問，請與本署陳曉昕女士(電話：2158 6043)聯絡。

規劃署署長

(朱霞芬女士



代行)

二零二一年四月二十八日

副本抄送：

消防處處長

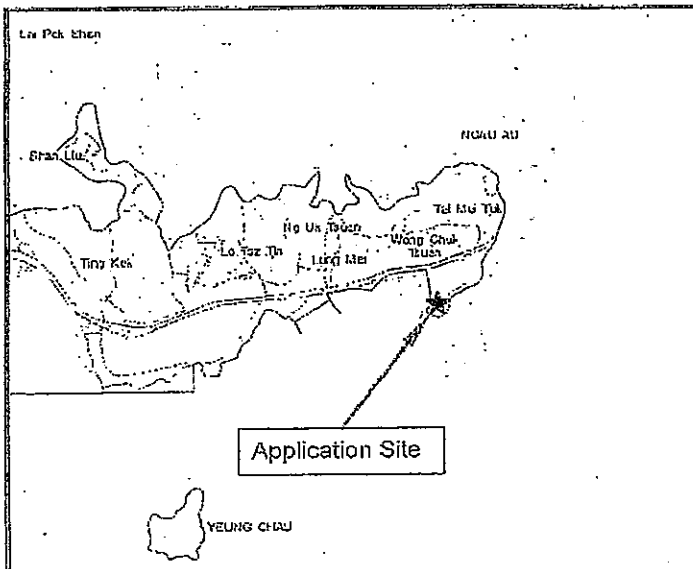
(經辦人：徐廣耀先生) (傳真：2739 8775)

總城市規劃師/城市規劃委員會(1)

地盤記錄

JC/TW/SC/JW/jw
















Location Plan (Not to scale)

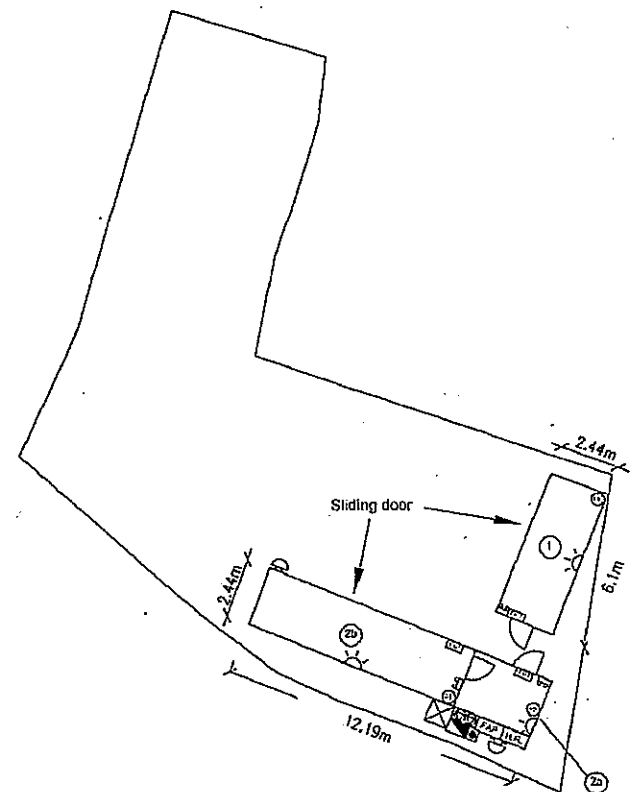
**FS NOTES:**

- (i) Sufficient emergency lighting shall be provided throughout the entire building in accordance with BS 5266: Part 1 and BS EN 1838.
- (ii) Sufficient directional and exit sign shall be provided in accordance with BS 5266: Part 1 and FSD Circular Letter 5/2008.
- (iii) Portable hand-operated approved appliance shall be provided as required by occupancy.
- (iv) A Modified hose reel system supplied by 2m<sup>3</sup> FS water tank shall be provided. There shall be sufficient hose reels to ensure that every part of each building can be reached by a length of not more than 30m of hose reel tubing.
- (v) Fire alarm system shall be provided throughout the entire building in accordance with BS + 5839 - 1:2002A 2 2008 and FSD Circular Letter 1 / 2009. One actuation point should include facilities for fire pump start and audio / visual warning device initiation.
- (vi) When a ventilation/air conditioning control system to a building is provided, it shall stop mechanically induced air movement to a designated fire compartment.
- (vii) Duplicated power supplies for all Fire Service Installations comprising a cable connected from electricity mains and other feed off before the main switch shall be provided.



**Legend :**

- |   |  |    |
|---|--|----|
|    | 5.0 Kg CO2 Gas type Fire Extinguisher  | x3 |
|    | Exit sign                              | x3 |
|    | Emergency Light                        | x3 |
|    | Visual Fire Alarm                      | x3 |
|    | 2m³ FS Water Tank                      | x1 |
|    | Fire Alarm Hosereel Pump Control Panel | x1 |
|    | Fire Alarm Control Panel               | x1 |
|    | Hose Reel                              | x1 |
|    | Enclosed Hose Reel Pump                | x1 |
|  | Fire Alarm Bell                        | x2 |
|  | Manual Fire Alarm Call Point           | x1 |



Structure		Structure Area	Floor Area	Height	Storey
1	Storage of Refreshment	14.88 sq. m.	14.88 sq. m.	2.44m	1
2a	Ancillary Site Office	8.1 sq. m.	8.1 sq. m.	2.44m	1
2b	Storage of Fishing-related Accessories	21.64 sq. m.	21.64 sq. m.	2.44m.	1
Total		44.62 sq. m.	44.62 sq. m.		

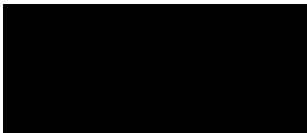


水務監督  
香港灣仔告士打道7號入境事務大樓43樓  
電話：2824 5000 傳真號碼：2802 7333  
電郵：wsdinfo@wsd.gov.hk

表格編號 8823410917  
(本署專用)

### 第五部分(甲部) (由水務監督填寫)

致：余芷珊



用水樓宇： STT 1296 IN DD 28 TAI MEI TUK VILLAGE TAI PO, NEW TERRITORIES

我們已於 2022 年 10 月 06 日視察本表格所涵蓋的核准水務工程，當中包括但不限於抽查處所的水管及裝置。我們在上述視察過程中沒有發現明顯不合規格之處。

如在供水系統\*及接駁位置完成隨機抽樣及水樣本檢驗結果符合水務監督的要求後，\*以及《水務設施規例》附表1第1部訂明的收費已獲清付，我們會發出表格 WWO 46 第五部份(乙部)，\*並其後安設總水管接駁裝置，\*以及在政府持有的土地上安裝部分消防供水系統或內部供水系統。

鄧俊棋

(代水務監督簽署)

日期： 2022 年 10 月 11 日

姓名： 鄧俊棋

職位： W/INTE(CS)A4

電話號碼： 21525849

傳真號碼：

寄：

副本送： 余芷珊

\*請刪去不適用者

# 「用戶」及「代理人」的定義請參照《水務設施條例》第2條。

WWO 46 (1/2018)

[20221012000370-001/002-1/1]

規 劃 署

沙田、大埔及北區規劃處  
新界沙田上禾輦路1號  
沙田政府合署13樓



Planning Department

Sha Tin, Tai Po & North  
District Planning Office  
13/F., Sha Tin Government Offices,  
1 Sheung Wo Che Road, Sha Tin,  
N.T.

來函檔號 Your Reference  
本署檔號 Our Reference TPB/A/NE-TK/681  
電話號碼 Tel. No. : 2158 6372  
傳真機號 Fax No. : 2691 2806

郵寄及傳真 (共兩頁+附件)

余芷珊女士

余女士：

履行規劃許可附帶條件(e)項  
在劃為「自然保育區」地帶的  
大美督丈量約份第28約的政府土地經營臨時商店及服務行業  
(售賣小食及出租和存放與釣魚有關的用具)(為期三年)  
(申請編號 A/NE-TK/681-2)

就你履行上述規劃許可附帶條件(e)項有關落實消防裝置和滅火水源建議於本年五月十四日的來信，本署已於五月二十日收到，現回覆如下：

消防處處長已審視你提交的文件，並認為有關建議未能符合要求。他對你提交的消防裝置和滅火水源建議的意見刊載於附錄 I (只提供英文文本)。因此，規劃許可附帶條件(e)項尚未履行。請你回應消防處處長的意見，修改並重新提交有關落實消防裝置和滅火水源建議予消防處考慮。

如你對消防裝置和滅火水源建議有任何疑問，請與消防處徐廣耀先生(電話：2733 7735)聯絡。如你有任何其他疑問，請與本署鄭嘉欣女士(電話：2158 6018)聯絡。

規劃署  
沙田、大埔及北區規劃專員

(胡耀聰先生 代行)

二零二一年六月十五日

副本抄送:

總城市規劃師/城市規劃委員會 (1)

消防處處長

(經辦人: 徐廣耀先生)

(傳真: 2739 8775)

內部抄送:

地盤記錄

TW/AC/JW/jw

申請編號 A/NE-TK/681-1  
規劃許可附帶條件(e)項

附錄 I

消防處處長的意見 (只提供英文文本):  
(經辦人: 徐廣耀先生) (電話: 2733 7735)

Please be informed that the approval condition (e) is deemed to be not complied with:

- (a) Application for the water supply from WSD for the subject site shall be provided.

## 規 劃 署

沙田、大埔及北區規劃處  
新界沙田上禾輦路1號  
沙田政府合署13樓



## Planning Department

Sha Tin, Tai Po & North  
District Planning Office  
13/F, Sha Tin Government Offices,  
1 Sheung Wo Che Road, Sha Tin, N.T.

來函檔號 Your Reference  
本署檔號 Our Reference TPB/A/NE-TK/681  
電話號碼 Tel. No.: 2158 6372  
傳真機號碼 Fax No.: 2696 2377

郵寄及傳真( )  
(共兩頁+附件)

余芷珊女士

余女士：

履行規劃許可附帶條件(e)項  
在劃為「自然保育區」地帶的  
新界大美督丈量約份第28約的政府土地經營臨時商店及服務行業  
(售賣小食及出租和存放與釣魚有關的用具)(為期3年)  
(申請編號 A/NE-TK/681)

就你履行上述規劃許可附帶條件(e)項有關落實消防裝置和滅火水源建議的來信，本署已於二零二二年十月十二日收悉，現回覆如下：

消防處處長已審視你提交的文件，並認為有關建議未能符合要求。他對你提交的消防裝置和滅火水源建議的意見刊載於附錄 I (只提供英文文本)。因此，規劃許可附帶條件(e)項未能於指定時限內履行，規劃許可亦於二零二二年十月二十八日被撤銷。

如你對消防裝置和滅火水源建議有任何疑問，請與消防處李亮嶠先生(電話：2733 7735)聯絡。如你有任何其他疑問，請與本署鄭嘉欣女士(電話：2158 6018)聯絡。

規劃署

沙田、大埔及北區規劃專員

( 廖家傳



代行 )

二零二二年十一月十四日



副本抄送:  
消防處處長

(經辦人: 李亮嶠先生)

(傳真: 2739 8775)

內部抄送:  
地盤記錄

HL/AC/KL/KI

申請編號 A/NE-TK/681  
規劃許可附帶條件(e)項

附錄 I

消防處處長的意見 (只提供英文文本):  
(經辦人: 李亮嶠先生) (電話: 2733 7735)

Please be informed that the approval condition (e) is deemed to be not complied with and the following irregularities were noted during the acceptance inspection on 27.10.2022:

- (a) Fire service installations were not connected to permanent water supply.

## FIRE SERVICE (INSTALLATIONS AND EQUIPMENT) REGULATIONS

消防(裝置及設備)規例

(Regulation 9(1))

(第九條(1)款)

## CERTIFICATE OF FIRE SERVICE INSTALLATION AND EQUIPMENT

消防裝置及設備證書

FSD Ref.: \_\_\_\_\_  
消防處編號

A 8859022

Name of Client:

顧客姓名

Name of Building:

樓宇名稱

Street No./Town Lot:

門牌號數/市地段

Street/Road/Estate Name:

Government Land in D.D 28 街道/屋苑名稱

Tai Mei Tuk

Block:

座

District:

分區

Tai Po

Area:

地區

☐ HK

香港

☐ K

九龍

☐ NT

新界

Type of Building 樓宇類型: ☐ Industrial 工業 ☐ Commercial 商業 ☐ Domestic 住宅 ☐ Composite 綜合 ☐ Licensed premises 持牌處所 ☐ Institutional 社團Part 1 Annual Inspection ONLY  
第一部 只適用於年檢事項

In accordance with Regulation 9(b) of Fire Service (Installations and Equipment) Regulations, the owner of any fire service installation or equipment which is installed in any premises shall have such fire service installation or equipment inspected by a registered contractor at least once in every 12 months. 根據消防(裝置及設備)規例第八條(b)款，任何裝置在任何處所內的任何消防裝置或設備的人，須每12個月由一名註冊承辦商檢查該等消防裝置或設備至少一次。

Code 號碼 (1-35)	Type of FSI 裝置類型	Location(s) 位置	Comment on Condition 狀況評述	Completion Date 完成日期(DD/MM/YY)	Next Due Date 下次到期日(DD/MM/YY)
11	緊急照明燈 x3	地下	符合消防處規定	13-Sep-2022	12-Sep-2023
12	出路燈箱 x3	地下	符合消防處規定	13-Sep-2022	12-Sep-2023
13	火警手動操縱器 x1	地下	符合消防處規定	13-Sep-2022	12-Sep-2023
	火警鐘 x2	地下	符合消防處規定	13-Sep-2022	12-Sep-2023
	消防閃燈 x3	地下	符合消防處規定	13-Sep-2022	12-Sep-2023
16	消防救火喉 x1	地下	符合消防處規定	13-Sep-2022	12-Sep-2023
	消防泵 x2台 (主/副泵)	地下	符合消防處規定	13-Sep-2022	12-Sep-2023
	有效容量 2千公升水缸	地下	符合消防處規定	13-Sep-2022	12-Sep-2023
	消防儲水缸	地下	符合消防處規定	13-Sep-2022	12-Sep-2023

## Part 2 第二部 Installation / Modification / Repair / Inspection work 裝置/改裝/修理/檢查工作

Code 號碼 (1-35)	Type of FSI 裝置類型	Location(s) 位置	Nature of Work Carried out 完成之工作內容	Comment on Condition 狀況評述	Completion Date 完成日期(DD/MM/YY)
Nil			Nil		

## Part 3 第三部 Defects 損壞事項

Code 號碼 (1-35)	Type of FSI 裝置類型	Location(s) 位置	Outstanding Defects 未修缺點	Comment on Defects 缺點評述
Nil			Nil	

I/We hereby certify that the above installations/equipment have been tested and found to be in efficient working order in accordance with the Codes of Practice for Minimum Fire Service Installations and Equipment and Inspection, Testing and Maintenance of Installations and Equipment published from time to time by the Director of Fire Services. Defects are listed in Part 3.

本人藉此證明以上之消防裝置及設備經試驗，證明性能良好，符合消防處處長不時公佈之最低限度之消防裝置及設備守則與裝置及設備之檢查測試及保養守則的規格，損壞事項列於第三部。

如證書涉及年檢事項，應張貼於大廈  
或處所當眼處以供消防處人員查核

This certificate should be displayed at prominent location of the building or premises for FSD's inspection if any annual maintenance work is involved.

Authorized  
Signature: \_\_\_\_\_  
受權人簽署Name: \_\_\_\_\_  
姓名FSD/RC No.: \_\_\_\_\_  
消防處註冊號碼Company Name: \_\_\_\_\_  
公司名稱Telephone: \_\_\_\_\_  
聯絡電話Date: \_\_\_\_\_  
日期

\_\_\_\_\_

\_\_\_\_\_

RC1/467-RC2/638

Fong's Building Services Ltd.

\_\_\_\_\_

\_\_\_\_\_

13-Sep-2022

For FSD  
use only:

Inspected

Key-in

Verified

## FIRE SERVICE (INSTALLATIONS AND EQUIPMENT) REGULATIONS

消防(裝置及設備)規例

(Regulation 9(1))

(第九條(1)款)

## CERTIFICATE OF FIRE SERVICE INSTALLATION AND EQUIPMENT

消防裝置及設備證書

FSD Ref.: \_\_\_\_\_  
消防處編號

A 9000898

Name of Client:

顧客姓名

Name of Building:

樓宇名稱

Street No./Town Lot:

門牌號數/市地段

Government Land in District 28

Street/Road/Estate Name:

Tai Mei Tuk

Block:

座

District:

分區

Tai Po

Area:

地區

☐ HK

香港

☐ K

九龍

☐ NT

新界

Type of Building 樓宇類型: ☐ Industrial 工業 ☐ Commercial 商業 ☐ Domestic 住宅 ☐ Composite 綜合 ☐ Licensed premises 持牌處所 ☐ Institutional 社團Part 1 Annual Inspection ONLY  
第一部 只適用於年檢事項

In accordance with Regulation 9(b) of Fire Service (Installations and Equipment) Regulations, the owner of any fire service installation or equipment which is installed in any premises shall have such fire service installation or equipment inspected by a registered contractor at least once in every 12 months. 根據消防(裝置及設備)規例第9(b)條, 設有裝置在任何處所內的任何消防裝置或設備的人, 須每12個月由一名註冊承辦商檢查該等消防裝置或設備至少一次。

Code/155 (1-35)	Type of FSI 裝置類型	Location(s) 位置	Comment on Condition 狀況評述	Completion Date 完成日期(DD/MM/YY)	Next Due Date 下次到期日(DD/MM/YY)
24	3 x 5kg CO <sub>2</sub> 滅火筒	地下	符合消防處規定	13-Sep-2022	31-Dec-2022

## Part 2 第二部 Installation / Modification / Repair / Inspection work 裝置/改裝/修理/檢查工作

Code/155 (1-35)	Type of FSI 裝置類型	Location(s) 位置	Nature of Work Carried out 完成之工作內容	Comment on Condition 狀況評述	Completion Date 完成日期(DD/MM/YY)
Nil			Nil		

## Part 3 第三部 Defects 損壞事項

Code/155 (1-35)	Type of FSI 裝置類型	Location(s) 位置	Outstanding Defects 未修缺點	Comment on Defects 缺點評述
Nil			Nil	

I/We hereby certify that the above installations/equipment have been tested and found to be in efficient working order in accordance with the Codes of Practice for Minimum Fire Service Installations and Equipment and Inspection, Testing and Maintenance of Installations and Equipment published from time to time by the Director of Fire Services. Defects are listed in Part 3.

本人/我們特此證明以上之消防裝置及設備經試驗, 證明性能良好, 符合消防處處長不時公佈的最低限度之消防裝置及設備守則與裝置及設備之檢查測試及保養守則的規格。損壞事項列於第三部。

如證書涉及年檢事項, 應張貼於大廈  
或處所當眼處以供消防處人員查核This certificate should be displayed at prominent location of the building or premises  
for FSD's inspection if any annual maintenance work is involved.Authorized  
Signature:  
受權人簽署

Name:

姓名

FSD/RC No.:

消防處註冊號碼

RC3 / 252

Company Name:

公司名稱

Lau Chung Ki

Telephone:

聯絡電話

Date:

日期

13-Sep-2022

For FSD  
use only:

Inspected

Key-in

Verified