

Panel on Planning, Lands and Works
Follow-up to special meeting on 20 September 2006

Information requested in the Clerk to Panel's Letter dated 22 September 2006

Land administration issues arising from the case involving a site under short term tenancy in Kwun Yam Shan, Sha Tin

- (a) Breakdown of the 4,542 short term tenancies (STT) by type is in item (a) of Appendix A;
- (b) Nature and handling of the 349 STT cases of breaches are set out in item (b1) and (b2) in Appendix A;
- (c) Handling of the 30-odd STT cases involving unauthorized change of use is set out in Appendix B;
- (d) Number of tenants holding more than one STT and the respective number of STT held by them is set out in Appendix C;
- (e) Please be advised that Mr HEUNG Cheuk-kei has not held any STT other than the one in Kwun Yam Shan;
- (f) There are now 35 nos. of STT with sites located in Country Parks. Please note that when the two STT were granted to Mr HEUNG, the concerned area had neither been zoned as "Green Belt" nor "Country Park" at that time;
- (g) Copy of each of the ex-STT No. 958 and No. 1150 granted to Mr HEUNG Cheuk-kei in respect of the site at Kwun Yam Shan is attached at Appendix D1-D2);
- (h) Names and tenures of the incumbents of the District Lands Officer/Shatin post since 1983 are as follows :-

District Land Officer/Shatin	Period
R A Nissim 李森 *	1 April 1982 – late May 1984
Edmund K C Fung 馮桂祥 *	Late May 1984 – late Nov 1988
W K Chung 鍾永佳	Dec 1988 – 5 Oct 1992
Bernard Chan 陳國輝 *	6 Oct 1992 – 28 Aug 1995
Kwai Lam Leung 梁貴林 *	14 Aug 1995 – 28 Feb 1999
Paul Cliff 祈里福 *	1 Mar 1999 – 13 June 2002
Kwai Lam Leung 梁貴林	14 June 2002 – 27 July 2003
Peter Tsang 曾偉謀	28 July 2003 – 13 Feb 2005
Mona Woo 吳月齡	14 Feb 2005 – Present

*: have either resigned or retired from the service

- (i) With regard to documents relating to the detected breaches and the actions taken in respect of the case in question, please see Appendix E;
- (j) LandsD is examining the case with DoJ and information cannot be disclosed at the present moment to avoid prejudicing Government's position in subsequent actions;
- (k) Please be informed that the case has been referred to the relevant authority for follow-up action; and
- (l) LandsD will take into account advice and suggestions received to improve land administration and enforcement work and will keep the land administration system under review for further enhancement.

(a) Breakdown of the 4,542 Short Term Tenancies by Types

	Type	No. of STTs
(a)	Open Tender (ATS)	356
(b)	Direct Grant	1,561
(c)	Regularization of unauthorized occupation of Government land	1,572
(d)	Conversion from Government Land Licence/Permit	1,053
	Total	4,542

(b1) Nature of the detected breaches of the STTs

	Nature of Breaches	No. of cases	%
(a)	Unauthorized occupation of the adjoining Government land	108	31%
(b)	Unauthorized change of use	32	9%
(c)	Unauthorized extension of existing building work	63	18%
(d)	Other breaches of conditions <i>e.g. Broken fence, Accumulation of rubbish, Disrepair of seawall, Overgrown vegetation, etc.</i>	146	42%
	Total	349	100%

(b2) Handling of the detected breaches of the STTs

	Latest position	No. of cases	%
(a)	Breach already been purged/regularized	159	46%
(b)	Breach to be regularized	114	33%
(c)	Tenancy terminated by DLOs due to detected breaches	4	1%
(d)	Tenancy to be terminated	1	0%
(e)	Enforcement under progress (Up to written warning stage)	71	20%
	Total	349	100%

Handling of the Unauthorized Change of Use under STTs

	Latest position	No. of cases	%
(a)	Breach already been purged/regularized	13	41%
(b)	Breach to be regularized	5	15%
(c)	Tenancy to be terminated	1	3%
(d)	Enforcement under progress (Up to written warning stage)	13	41%
	Total	32	100%

Number of Tenants holding more than one STTs

There are totally **197** nos. of tenants (i.e. **99 individual tenants** and **98 company tenants**) holding more than one STTs. Their respective nos. of STTs held are listed as follows:

Individual Tenants (Nos. of STTs held by each tenant)	Company Tenants (Nos. of STTs held by each tenant)
89 Tenants holding 2 nos. of STT	59 Tenants holding 2 nos. of STT
6 Tenants holding 3 nos. of STT	17 Tenants holding 3 nos. of STT
2 Tenant holding 4 nos. of STT	4 Tenants holding 4 nos. of STT
1 Tenant holding 5 nos. of STT	2 Tenants holding 5 nos. of STT
1 Tenant holding 6 nos. of STT	3 Tenants holding 6 nos. of STT
	1 Tenant holding 7 nos. of STT
	1 Tenant holding 8 nos. of STT
	1 Tenant holding 10 nos. of STT
	2 Tenants holding 11 nos. of STT
	2 Tenants holding 12 nos. of STT
	3 Tenants holding 14 nos. of STT
	1 Tenant holding 15 nos. of STT
	1 Tenant holding 21 nos. of STT
	1 Tenant holding 164 nos. of STT*
Total : 99 Tenants	Total : 98 Tenants

* This tenant is a Utility Company

- (f) To maintain and keep to the satisfaction of the District Lands Officer the Premises including retaining and boundary walls and fences (if any) belonging thereto in good and tenantable repair and condition and (subject to Clause 2(h) hereof) so to hand over the same on termination of this Agreement;
- (g) Not to assign, mortgage, charge, demise, underlet, part with the possession or otherwise dispose of the Premises or any part thereof or any interest therein or enter into any agreement so to do;
- (h) If so required by the District Lands Officer, on the termination of this Agreement to demolish and remove at his own expense 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 his 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, liability 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) Not to do or permit or suffer anything to be done at any time in or upon the Premises or any part thereof or any building or any part of any building erected or to be erected thereon which may be or become a nuisance or annoyance or which may cause damage or inconvenience to the Government or to the owners or occupiers of any adjoining or neighbouring lot, lots or premises.

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

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 arrear and unpaid for twenty-one days next after the same shall have become due (whether formally demanded or not), or if there is any breach, non-performance or non-observance of any of the terms and conditions to be observed by and on the part of the Tenant herein contained or if the Tenant shall become bankrupt or, being a company, shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation), or shall enter into any composition with his creditors or suffer any distress or execution to be levied upon his goods, then, and in any of the said cases, it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole, and thereupon this Agreement shall absolutely determine, but without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of the said terms and conditions and in the event of such re-entry the rent already paid or any part thereof shall not be refunded and no compensation whatsoever shall be payable to the Tenant by the Landlord;
- (b) That in the event of the rent hereby reserved or any part thereof not being paid on the due date for payment thereof (whether formally demanded or not) the Tenant shall pay interest to the Landlord on such amount of the rent reserved as is unpaid on the due date or dates calculated from the day immediately following the due date or dates until payment of all rent due and interest thereon has been paid by the Tenant to the Landlord, such interest to be at a rate or percentage to be fixed by the Landlord in his absolute discretion and notified in writing to the Tenant;
- (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 by the Tenant on the Premises shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- (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 Hong Kong or for any other public purpose whatsoever on giving to the Tenant one calendar month's notice in writing to that effect to expire at any time and subject to the Tenant having observed and performed the obligations on his part herein contained and subject to his having complied with the said notice the Tenant shall be paid such compensation for any disturbance so occasioned to him as shall be determined by the Director of Buildings and Lands at his absolute discretion PROVIDED HOWEVER that if the tenancy hereby created shall be for a fixed term to be followed in the absence of termination by either party at the end of such fixed term by a periodical tenancy then the Tenant's right to compensation as aforesaid shall apply only when the Landlord shall terminate this Agreement during such fixed term as provided in this clause but the Tenant shall not be entitled to compensation for any termination by the Landlord after the Tenant shall have remained in occupation of the Premises pursuant to a periodical tenancy as aforesaid;
- (g) That in the event of the tenancy hereby created not being terminated within three 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. Upon the expiry of 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 any notice to be served by the Landlord or his officers under the terms of this Agreement shall be sufficiently served on the Tenant if left addressed to him on the Premises or forwarded to him by post or left at his last known address or in the case of a corporation forwarded to it by post or left at its registered office, and such notice, if sent by post, shall be deemed to be delivered in due course of post at the address to which it is sent;

- (i) That wherever in this Agreement it is provided :
- (i) that 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) that the prior approval or consent in writing 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 sole discretion; and
- (j) 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 or parcel of ground situate at Demarcation District Mau Tat, Sha Tin, New Territories, Hong Kong comprising an area of 740 square metres or thereabouts as the same is for the purpose of identification only shown coloured pink on the plan annexed hereto.

- RENT :
- (i) \$130,000.00 for the period from the 1st day of January 1994 to the 31st day of December 1994 shall be paid upon signing/executing this Agreement;
 - (ii) \$32,500 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 January 1995 up to the 31st day of December 1996;
 - (iii) For subsequent period or periods, the rent shall be determined in accordance with Clause 4(g) hereof and shall be payable in advance of each quarter;
 - (iv) This expression "quarter" shall mean a period of three calendar months.

TERM AND DATE OF COMMENCEMENT : One year certain commencing on the 1st day of January 1994 and thereafter quarterly until such time as this tenancy is determined.

PURPOSES FOR WHICH THE PREMISES MAY BE USED :

Storage of non-dangerous goods.

SECOND SCHEDULE

The building shown coloured pink stippled black on the plan annexed hereto

THIRD SCHEDULE

Special conditions referred to in
Clauses 2(o) and 4(c) of this Agreement.

1. The tenancy hereby created may be terminated at the expiration of the first year by either party giving to the other at least three calendar months' notice in writing to that effect to expire at the expiration of the first year. In the event of no such notice being 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.
2. (a) Subject to Clause 2(c) hereof, the total built over area of the Premises shall not exceed 25 per centum of the area of the Premises and the structures erected or to be erected shall not exceed 6.1 metres in height. The design and location of the structure or structures hereinafter mentioned shall be subject to the prior written approval of the District Lands Officer.

(b) No part of the Premises shall be used for residential purpose.
3. The Tenant shall on the signing/execution of this Agreement deposit with the Landlord the sum of DOLLARS Thirty-two Thousand and Five Hundred 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. The said 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 said 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 said deposit PROVIDED FURTHER that the payment of the said 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 said First Schedule.

4. The Tenant shall not store or allow or suffer to be stored in or upon the Premises any dangerous goods as defined in Section 3 of the Dangerous Goods Ordinance or any enactment amending the same or substituted therefor 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 thereon shall be the responsibility of the Tenant.
7. No trees 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 replanting or landscaping as he may deem appropriate.
8. Space shall be provided within the Premises to the satisfaction of the District Lands Officer for the parking, loading and unloading of motor vehicles. The space so provided shall not be used for any other purpose.
9. No structure shall be erected on the Premises of a type which by virtue of the Buildings Ordinance (Application to the New Territories) Ordinance and any regulations made thereunder is exempted from the provisions of the Buildings Ordinance and any regulations made thereunder.
10. No structure or structures may be erected on the Premises or any part thereof or upon any area or areas outside the Premises specified in the conditions, nor may any development or use of the Premises or any part thereof, or of any area or areas outside the Premises specified in the conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance and any amending legislation.
11. The Tenant shall not cut away, remove or set back any Government land adjoining the Premises except with the prior written approval of the District Lands Officer who may at his sole discretion give such consent on such terms and conditions as he may see fit including the grant of a tenancy of an additional area of Government land as an extension to the Premises at such rent and of such terms and condition as he may determine.

12. Where consent has been given pursuant to Special Condition No. 11 hereof for 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 within the Premises or on any Government land which is required 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 these Conditions, the Tenant shall carry out, construct or bear the cost of the carrying out or construction of 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, and shall at all times during the term hereby granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection and drainage works in good and substantial repair and condition to the satisfaction of the District Lands Officer. In the event that as a result or arising out of any formation, levelling, development or other works done by the Tenant 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 Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence. In addition to any other rights or remedies herein provided for breach of any of these Conditions the District Lands Officer shall be entitled by a notice in writing to call upon the Tenant to carry out, construct and maintain the said slope treatment works, retaining walls, land or other support, protection, and drainage works or to reinstate and make good any falling away, landslip or subsidence, and if the Tenant shall neglect or fail to comply with such notice to the satisfaction of the District Lands Officer within the period specified therein the District Lands Officer may forthwith execute and carry out the work and the Tenant shall on demand repay to the Government the cost thereof.
13. The Tenant shall not carry on or permit or suffer any activity or works on the Premises which in the opinion of the District Lands Officer may adversely affect the stability of slopes and retaining structures within or surrounding the Premises.
14. The Tenant shall at his own expense fence the Premises to the satisfaction of the District Lands Officer.

15. The Tenant shall comply with and observe all Ordinances, bye-laws, regulations and rules for the time being in force in Hong Kong governing the control of any form of pollution, including air, noise, water and waste pollution, and for the protection of the environment.
16. Except with the prior written consent of the Director of Environmental Protection, the Tenant shall not, in or upon the Premises or any part thereof or any building or part of any building erected or to be erected thereon, install or permit or suffer to be installed any machinery, furnace or boiler or any other equipment or use or permit or suffer to be used any fuel or any method or process of manufacture or treatment that might in any circumstance result in the discharge or emission of any pollutant or any noxious, harmful or corrosive matter, whether it be in the form of gas, smoke, liquid, solid or otherwise. The granting of such consent shall not be deemed to modify or alter in any way the Government's powers for controlling pollution now or hereafter imposed by any Ordinance, bye-law, regulation or other enactment.
17. In the event of spoil or debris from the Premises or from other areas affected by any development of the Premises being eroded and washed down on to public lanes or roads or into road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties, the Tenant shall be held responsible and shall pay to the Government on demand the cost of removal of the spoil and debris from or of damage to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties. The Tenant shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion and washing down.
18. No earth, debris, spoil of whatsoever nature, or building materials shall be dumped on any Government land.
19. The Tenant shall pay to the Government on demand any sum which the District Lands Officer shall certify to be the cost of making good any damage done to adjoining public roads by the Tenant, his contractors or sub-contractors or his or their workmen or vehicles or by any spoil from the Premises.
20. 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.

21. Any damage or obstruction caused by the Tenant, his servants or agents to any nullah, sewer, storm-water drain, watermain or other Government properties within or adjoining the Premises shall be made good by the Government at the cost of the Tenant, and the amount due in respect thereof shall be paid on demand to the Government by the Tenant.
22. The Tenant shall not permit any sewage, waste water or effluent containing sand, cement, silt or any other suspended or dissolved material to flow from the Premises onto any adjoining land or allow any waste matter which is not part of the final product from waste processing plants to be deposited anywhere within the Premises and shall have all such matter removed from the Premises or any building erected or to be erected thereon in a proper manner to the satisfaction of the Water Authority and the Director of Environmental Protection.
23. The Tenant shall pay to the Government on demand the cost of connecting any drains and sewers from the Premises to the Government storm-water drains and sewers. Such works shall be carried out by the District Lands Officer, who shall incur no liability to the Tenant in respect thereof.
24. Any foundations to be constructed near or adjoining any sewer, storm-water drain or nullah within or adjoining the Premises shall comply with the requirements of the District Lands Officer.
25. 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.
26. The Government does not undertake to provide facilities for flush drainage and gives no guarantee that such facilities will become available.
27. The Tenant shall not discharge directly or indirectly or cause or permit or suffer to be discharged into any public sewer, storm-water drain, channel, stream-course or sea any trade effluent or foul or contaminated water or cooling or hot water without the prior written consent of the Water Authority and the Director of Environmental Protection, who may as a condition of granting his consent require the Tenant to provide, operate and maintain at the Tenant's own expense, within the Premises or otherwise and to the satisfaction of the Water Authority and the Director of Environmental Protection suitable works for the treatment and disposal of such trade effluent or foul or contaminated or cooling or hot water.

28. The Tenant shall not use any fuel on the Premises or any part thereof or in any building or any part of any building erected or to be erected thereon other than town gas, liquefied petroleum gas or natural gas.
29. The Tenant shall take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during any construction, maintenance, renewal or repair work to avoid doing any damage to any Government or other existing drain, waterway or watercourse (including water main), footpath, sewer, nullah, pipe, cable, wire, utility service or any other works or installations (all together hereinafter referred to as "the Works and Services") being or running upon, over, under or adjacent to the Premises or any part thereof, provided that the Tenant before carrying out any such work as aforesaid shall make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of any of the Works and Services, and shall submit his proposal for dealing with any of the Works and Services in writing to the District Lands Officer for his approval in all respects, and shall not carry out any work whatsoever until the District Lands Officer shall have given his written approval to the works and to such proposals aforesaid and shall comply with any requirement of the District Lands Officer in respect of the Works and Services, and shall bear the cost of meeting such requirements including the cost of any necessary diversion, relaying or reinstatement, and shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the District Lands Officer any damage or disturbance caused to the surface of the Premises or any of the Works and Services running on, over, under or adjacent to the Premises in any manner arising out of any such construction, maintenance, renewal or repair work. If the Tenant fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the Premises or any part thereof or of any of the Works and Services to the satisfaction of the District Lands Officer, he the District Lands Officer, may carry out any such diversion, relaying, reinstatement or making good as he considers necessary and the Tenant shall pay to the Government on demand the cost of such works.
30. A filtered water supply from Government mains will be given on the usual terms and subject to the provisions of the Waterworks Ordinance or any enactment amending or replacing the same, but no guarantee is given that any water that is supplied will be continuously available.

31. 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 or any enactment amending or replacing it.
32. 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.
33. The Tenant shall accept the Premises in the state and condition in which they are at the date possession is given.

AS WITNESS WHEREOF the District Lands Officer, Sha Tin being duly authorized by the Landlord 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.

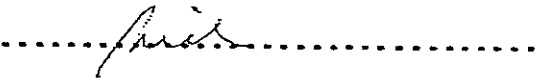


.....
Signed by the Tenant

.....
Signed by the
District Lands Officer, Sha Tin
for and on behalf of the Landlord

in the presence of

in the presence of



.....
Civil Servant

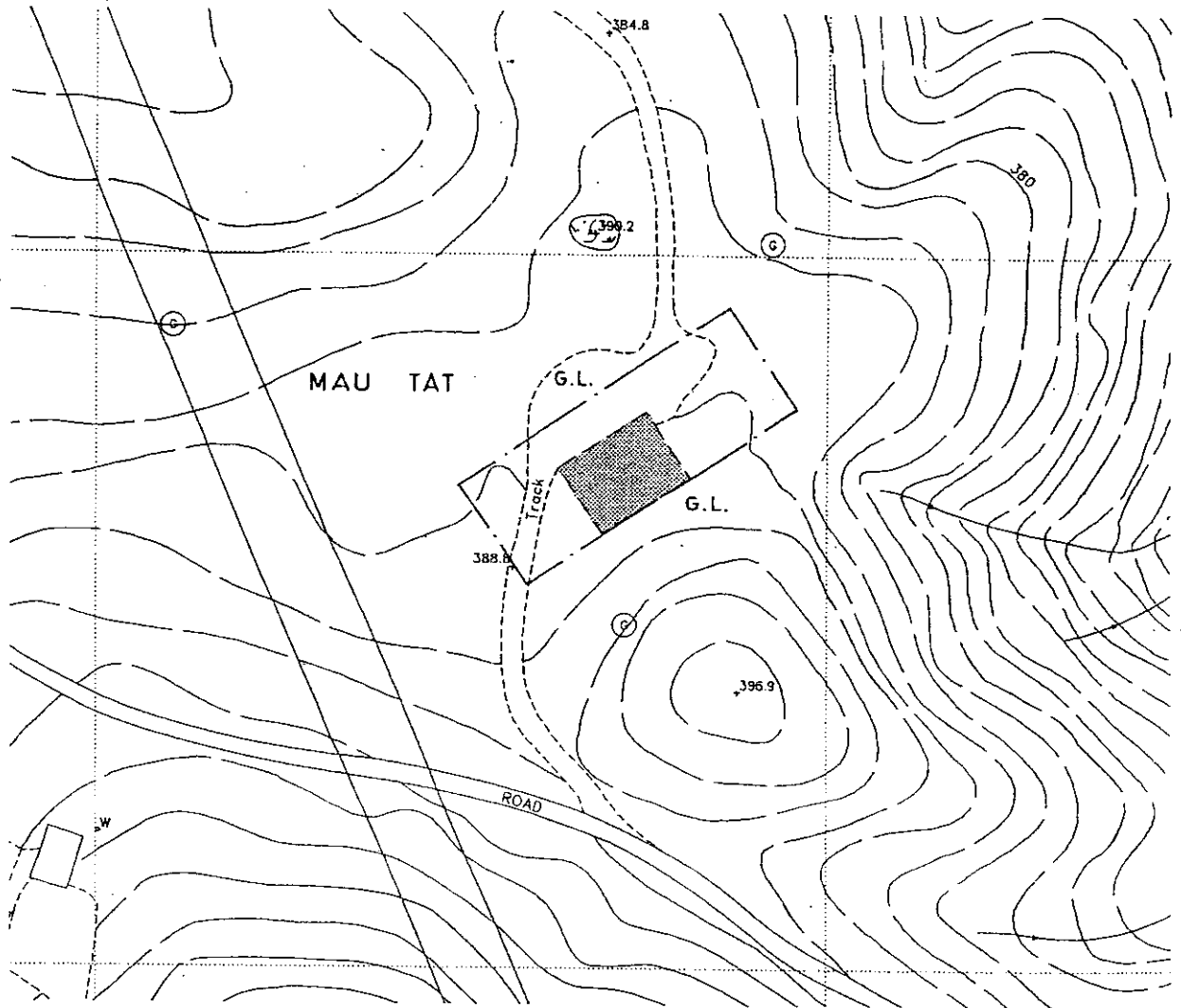
Witness Name :

H.K.I.C. No :

Address :

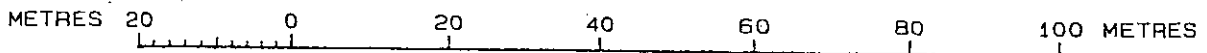
Occupation :

SHORT TERM TENANCY No.958

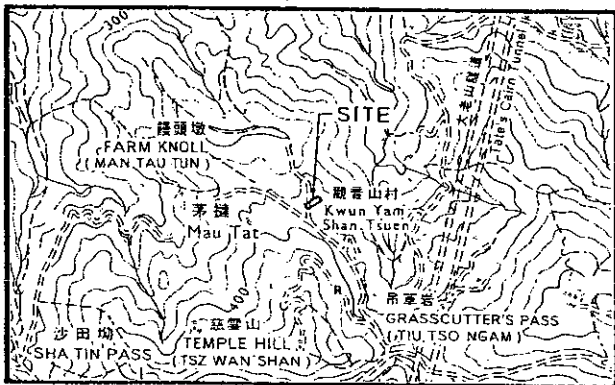


COLOURED PINK AND PINK STIPPLED BLACK AREA 740 SQUARE METRES (ABOUT)

SCALE 1 : 1000



LOCATION



SCALE 1 : 20000



SPECIAL CONDITION REFERS

FOR IDENTIFICATION PURPOSES ONLY



District Lands Office, Sha Tin
Lands Department

Plan Prepared by District Survey Office, Sha Tin

File Ref. No. L/M (1) to LNT 41/ZAT/60

Survey Sheet No. 7-SE-22C

Layout Plan No. -----

Engineering Org. No. -----

PLAN No. STT 6483-G

Dated, 19

TENANCY AGREEMENT

No. : 958

Rent : 130,000 per annum

Term : One year certain commencing from
the 1st day of January 1994 and
thereafter quarterly unless
previously determined

Lands Department
Hong Kong

AN AGREEMENT made this 6th day of April 2001 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 HEUNG CHEUK KEI DANIEL of (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 March 2000 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 pink stippled 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 structure(s) are hereinafter referred to as "the Premises") for the term, at the rent and for the purpose(s) 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, Sha Tin (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, costs, claims, demands and expenses whatsoever arising directly or indirectly out of or in connection with the occupation and use of the Premises by the Tenant;

- (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) 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 by the Tenant on the Premises shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- (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 three 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 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 in writing 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

- (k) 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 or parcel of ground situate at Demarcation District Mau Tat, Sha Tin, New Territories, Hong Kong comprising an area of 1,070 square metres or thereabouts as the same is for the purpose of identification only shown coloured pink and pink stippled black on the plan annexed hereto.

- RENT :
- (i) \$192,600 for the period from the 1st day of March 2000 to the 28th day of February 2001 shall be paid upon signing/executing this Agreement;
 - (ii) In the event of this tenancy not being terminated on the 28th day of February 2001, \$48,150 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 March 2001 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 March 2003, 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 : One year certain commencing on the 1st day of March 2000 and thereafter quarterly until such time as this tenancy is determined.

PURPOSES FOR WHICH THE PREMISES MAY BE USED :

Storage of non-dangerous goods and a kennel.

SECOND SCHEDULE

The buildings shown coloured pink stippled black on the plan annexed hereto.

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 first 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 first year. In the event of no such notice being 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 Special Condition 1(a) hereof, 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 hereof. 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 twenty-three 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. No part of the Premises shall be used for residential purposes.
4. The Tenant shall on the signing/execution of this Agreement deposit with the Landlord the sum of DOLLARS FOURTY-EIGHT THOUSAND ONE HUDNRED AND FIFTY (\$48,150.00) 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.

5. The Tenant shall not store or allow or suffer to be stored in or upon the Premises any dangerous goods as defined in Section 2 of the Dangerous Goods Ordinance or any enactment amending the same or substituted therefor without the prior written approval of the District Lands Officer.
6. 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.
7. The security of the Premises and any goods stored thereon shall be the sole responsibility of the Tenant.
8. (a) The Tenant shall have no right of ingress or egress to or from the Premises for the passage of motor vehicles except between the points X and Y through Z shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the District Lands Officer.

(b) The Tenant shall not exercise the right of ingress and egress in sub-clause (a) of this Special Condition unless and until a run-in for each point of ingress and run-out for each point of egress on existing public roads or footpaths outside the Premises have been designed and constructed to the satisfaction of the District Lands Officer. Upon the expiry or earlier termination of the tenancy hereby created or at any time the ingress and egress points are no longer required or when required by the District Lands Officer so to do, such run-in and run-out shall be removed and the road or footpath area or areas upon which such run-in and run-out were constructed shall be reinstated to the same condition as the road or footpath area or areas were prior to construction of run-in and run-out. The said works of design, construction, removal and

reinstatement shall be undertaken by the Tenant at his own expense to the satisfaction of the District Lands Officer.

- (c) Notwithstanding sub-clause (b) of this Special Condition and at the request of the Tenant, the design, construction, removal and reinstatement of such run-in and run-out may be carried out at the cost of the Tenant by the Landlord who shall incur no liability to the Tenant in respect thereof.
9. 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.
10. 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.
11. (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 these Conditions, 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 these Conditions, in particular Special Condition No. 10 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.

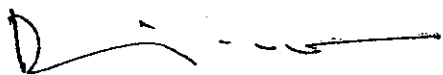
- (d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the District Lands Officer shall be entitled by notice in writing to call upon the Tenant to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, 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.
12. 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.
13. The Tenant shall at his own expense fence the Premises to the satisfaction of the District Lands Officer.
14. (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 and at the request of the Tenant, the removal of the spoil and debris and making good of the damage may be carried out at the cost of the Tenant by the Landlord who shall incur no liability to the Tenant in respect thereof.
15. No earth, debris, spoil of whatsoever nature, or building materials shall be

dumped on any Government land.

16. (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 and 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 and at the request of the Tenant, the making good of the damage to adjoining public roads and street furniture may be carried out at the cost of the Tenant by the Landlord who shall incur no liability to the Tenant in respect thereof.
17. 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.
18. Any damage or obstruction caused by the Tenant, his servants or agents to any nullah, sewer, storm-water drain, water main or other Government properties 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.
19. The works of connecting any drains and sewers from the premises to the Government stormwater 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.
20. 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.
21. 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.
22. The Landlord does not undertake to provide facilities for flush drainage and gives no guarantee that such facilities will become available.

23. The Tenant shall take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during any construction, maintenance, renewal or repair work to avoid doing any damage to any Government or other existing drain, waterway or watercourse (including water main), footpath, sewer, nullah, pipe, cable, wire, utility service or any other works or installations (all together hereinafter referred to as "the Works and Services") being or running upon, over, under or adjacent to the Premises or any part thereof, provided that the Tenant before carrying out any such work as aforesaid shall make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of any of the Works and Services, and shall submit his proposal for dealing with any of the Works and Services in writing to the District Lands Officer for his approval in all respects, and shall not carry out any work whatsoever until the District Lands Officer shall have given his written approval to the works and to such proposals aforesaid and shall comply with any requirement of the District Lands Officer in respect of the Works and Services, and shall bear the cost of meeting such requirements including the cost of any necessary diversion, relaying or reinstatement, and shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the District Lands Officer any damage or disturbance caused to the surface of the Premises or any of the Works and Services running on, over, under or adjacent to the Premises in any manner arising out of any such construction, maintenance, renewal or repair work. If the Tenant fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the Premises or any part thereof or of any of the Works and Services to the satisfaction of the District Lands Officer, he, the District Lands Officer may carry out any such diversion, relaying, repairing, reinstatement or making good as he considers necessary and the Tenant shall pay to the Landlord on demand the cost of such works.
24. A filtered water supply from Government mains will be given on the usual terms and subject to the provisions of the Waterworks Ordinance or any enactment amending or replacing the same, but no guarantee is given that any water that is supplied will be continuously available.
25. 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 or any enactment amending or replacing it.
26. 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.

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/has caused its Common Seal to be affixed hereto the day and year first above written.




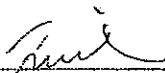
Signed by the Tenant/Sealed
with the Common Seal of the
Tenant and signed by



Signed by the District Lands Officer, Sha Tin

in the presence of

in the presence of

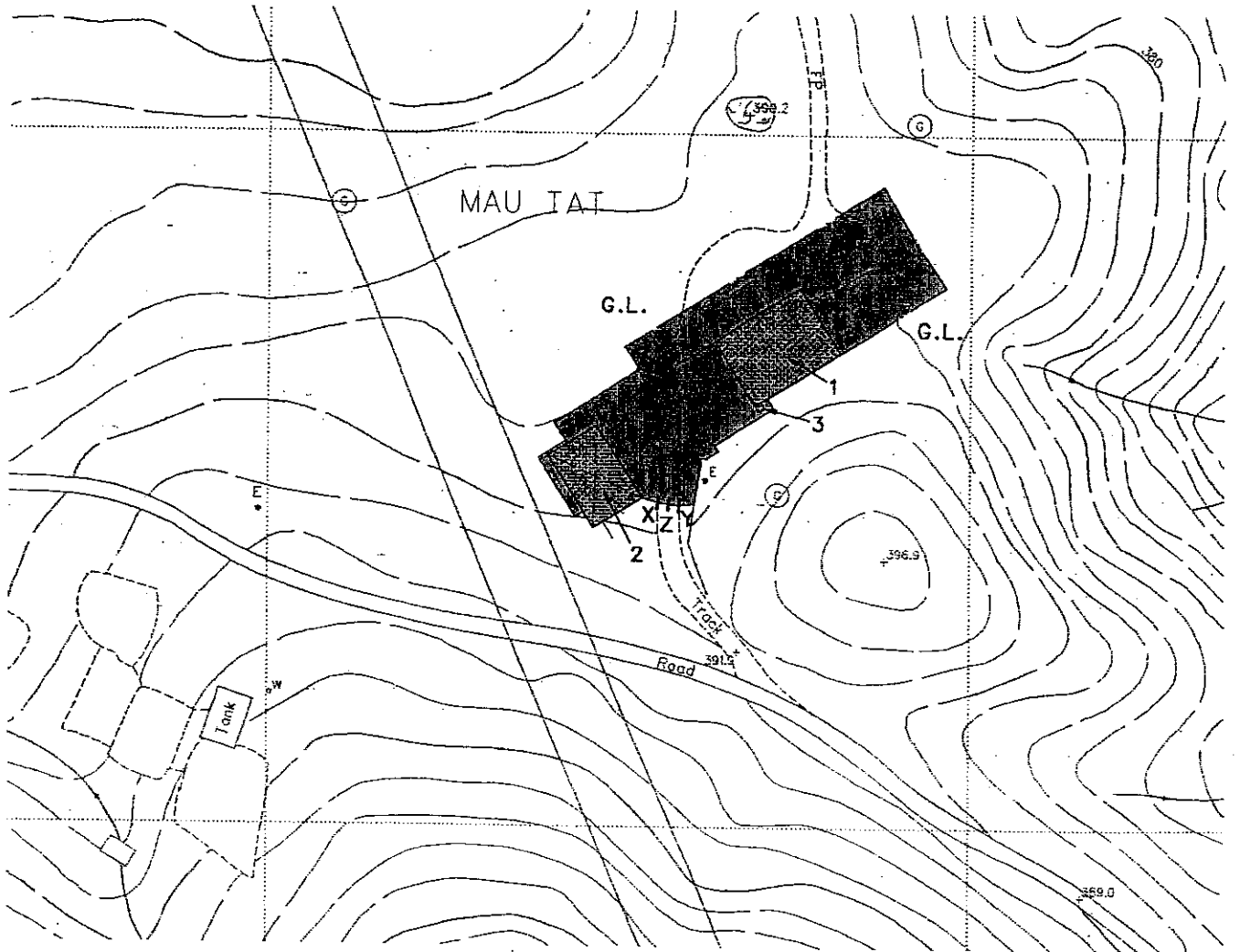
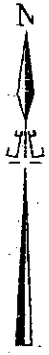

Christine K.L. LOU
Civil Servant,
Lands Department

Witness Name :

H.K.I.D. Card No :

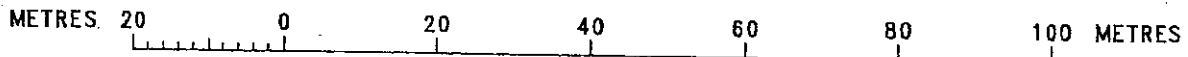
Address :

SHORT TERM TENANCY No. 1150

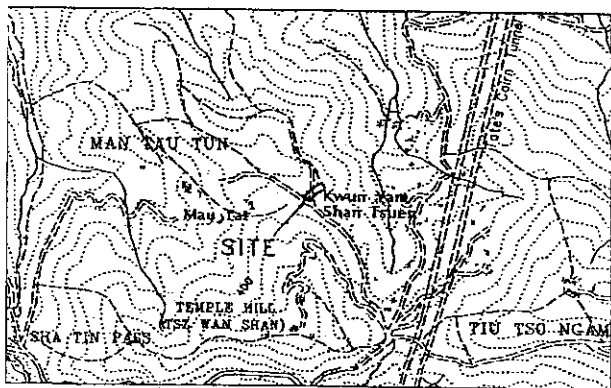


COLOURED PINK AND PINK STIPPLED BLACK AREA 1 070 SQUARE METRES (ABOUT)

SCALE 1 : 1000



LOCATION



SCALE 1 : 20000



POINTS X, Y, Z

SPECIAL CONDITIONS REFER

LEGEND

		AREA IN m ² (ABOUT)	HEIGHT IN m (ABOUT)
1	STORAGE AREA	155.1	7
2	PORCH	89.8	4
3	WATER TANK	1.0	

FOR IDENTIFICATION PURPOSES ONLY

File Ref. No. L/M(1) to LNT 183/ZAT/62

Survey Sheet No. 7-SE-22C

Layout Plan No. ---

Engineering Drg. No. ---

PLAN No. STM7474d

District Lands Office, Sha Tin
Lands Department

Plan Prepared by District Survey Office, Sha Tin

Dated6th April....., 2001

TENANCY AGREEMENT

No. : 1150

Rent : \$192,600 per annum

Term : One year certain commencing from
the 1st day of March 2000 and
thereafter quarterly until such time as
this tenancy is determined.

Lands Department

11/62

8/2/60.

The cheque for settlement of Sh. S77605 & 66 - 82/80 has not been credited pending clarification of the boundary overlapping another permit. Sh. 6/62 today confirmed that the permit boundary has been rectified and the cheque is therefore credited today.

2. Sh. visited today and tenant's wife was met. The returned Sh. 57764 - 82/80 was delivered to her by hand and it was learnt that tenant had changed his correspondence address.

3. During inspection, it was found that tenant has converted the room to a residential premises. His wife was verbally warned to rectify the position within one month.

4. Sh. 472/82/80 has not been settled. Interest will be included in the new Sh.

J. J. G. G.
9/8/64

GROUND FLOOR



PHOTO TAKEN ON 9.8.84



1/F



G/F



(11)

Photo.

M-172

LENTD/2

We visited .p.m. and photo prepared at (69) for your reference. pl.

WJF
2.1.84
18.9.84

M173

ES/EM 2/9.
Wra 12/120 2/9.

Re para. 3. of my M162 please.

2. Site visited today and the house was under lock. There was no sign of habitation. It seemed that the breach of wire had been purged. N.F.A. recommended.

J.A.
L. Smith
18/9/84

M.176

M/C

Pl. check O/N 74-030-007642-2/84-85

WJF
25/9/84



* Photo taken on 18.9.84

M17P

ES/E 16/10

Re you M176.

2. Site inspected on 4.10.84 and photos @ 70¹⁰⁰ fpi. etc.

[Signature]
5/10/84

M-180

LENTD/2
via SLE/NTD 16/10

From (70), it appears to me that the accommodation has been used as storage space which will still ~~not~~ catch by the user provision in the TA. In view of the conversion effected in the recent past, pls carry out periodic check at say 2-monthly interval to ensure no further breach happens in the future. Keep me informed of the progress.

Lsc,
Pl. Bar 6 months.
by
Lentd/2
16/10/84

[Signature]
LSC, Bar 6 months to me.
M. G.

[Signature]
ES/E
6.10.84.

S. T. T. 315

73



C/F

PHOTO TAKEN ON 4.10.84



2



G/F



70



G/F



72



Coff

W 3
5/10

70



G/F

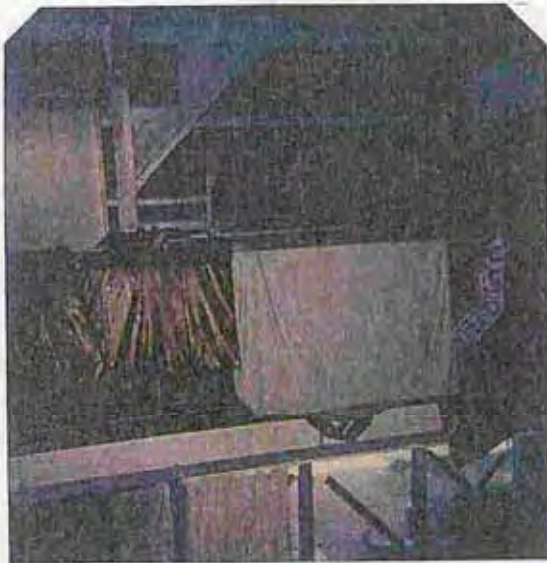




G/F

W
5/10

710



COCKLOFT





COCKLOFT



4709



1/F

WY
5/10



11



ES/S ✓
Lento/2.04.19/12

M. 184

We site visited. The structure is used for storage purpose. Photo prepared at 61 for your reference, pl.

Wg
1.1.0,
19.12.84

M. 185

A/c pl. check DW 571 840 - 84/84

Wg
15/4/84

M. 186

lsc

DW 571 840 84-85 had been settled on 2-4-85 vide RW 0611.

[Answer
16/4

M. 187

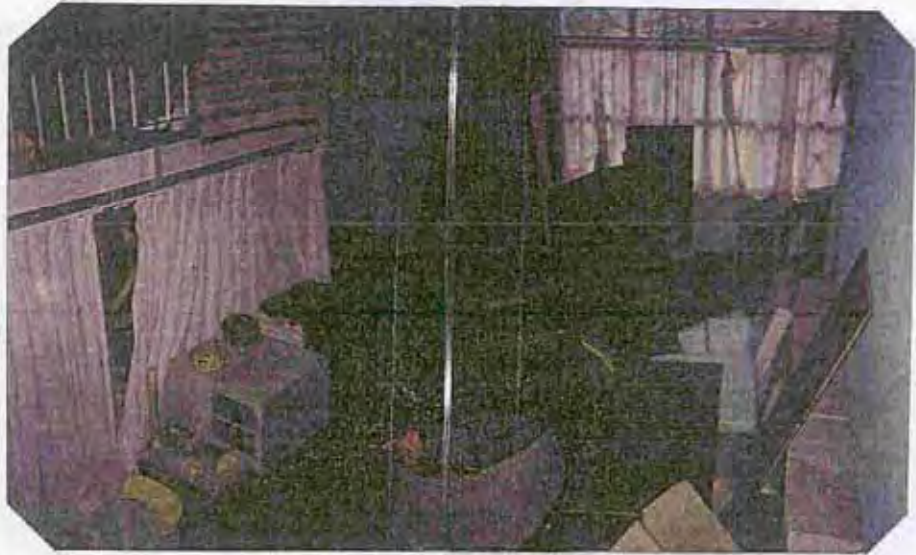
A/c

pl. check DW 571 134 - 85/86

2.85
Wg
14/7/85

(71)

S.T.T. 315



* Photo taken on 19.12.84



S.T.T. - 315

17



* Photo taken on 19.12.84

(73)

Photo

of Maple
" " "
bus stop, Maple

NUPP

Site inspected and photos taken @

(73)

For detailed location plan please
refer Survey sheet No. 7-52-22C.

All bundles
*BU to check
payment of DIN

J.P.
LSC
2/10/85

M.196

A/c

M.194 refers.

Pl. confirm payment of DIN.

A/c
LSC
4/11

M.197

LSC,

DIN 7K-85-0000231 / 85-86 is outstanding
as at 31-10-85

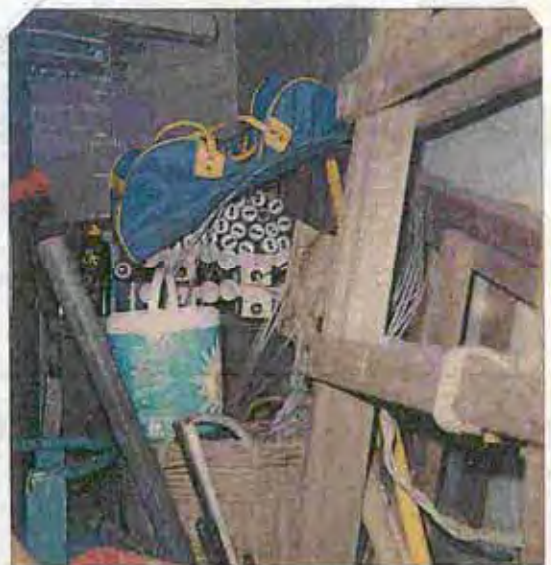
[Signature]
4/11

(7)



Photos taken on 25.10.85

Wife



H.
LITTLE

SLE/NTD 11/4

M233

Pl arrange for an inspection and report on the current situation. Please take photos.

J-ES/K
11/4

changed on 14.4.89
LNTD 12.9.89
Joint site visit at M.234

SLE/NTD
11/4

Photos

M.234

ES/S
via SLE/NTD 17.4.89

I had a site visit with SLE/NTD on 14.4.89. The structure was used as domestic as shown in the photos at end. (79). The usage is in contravention of the tenancy condition. It should be used for storage of non-dangerous goods and helipad only.

Belm.
LNTD
17.4.89

M.235

LSC,

[87 reminder of D/N 74-085-00 2473-44 issued
& R in 2 weeks pl.
Faint
5/11

S.T.T. 315

79



Photos taken on 14-4-89



Letter of 5.8.89 re. M236.

o/c Man 11/8.

Note: the cheque is accepted to settle the outstanding
of N 70-085-008655-9. (Man o/c 11/8.

BU to
ES/S on 21.8.89.

M238

ES/S

File BU please

ok
LSC
23/8

M. 239

DLO 2/10

Re M. 236. I inspected the site on 12th Sept. 1989. The godown was found locked up. There were boxes stacked in front of the main door and windows. It was not possible to see clearly through the windows what were stored inside of the premises. From what has been seen outside, it seems that the premises have reverted back to storage purpose.

(Jim, J.O. LAM)
ES/S
4.10.89

ES/S 11/8

M240

Please let me have another inspection report in 3 weeks. In the meantime, please check if Shing Hing Wagon Co. still exists.

ok
27/10

ziz Lawrence West?
71 SEP 1990
LE/NTA Z

M. 243

Via SLET/NTA, M. check the user clause in particular. 6/10/9

Please check the site to see if the tenant complies with the tenancy conditions.

JVELS
10/9

83 Photo

F.N.

M244

Site inspected with my LE(2) & (2) on 12.9.90 and it was released that the premises was being used for domestic purpose, photos at (83) refers.
Discussed with SLET/NTA on 18.9.90 O.A. Re instructed that a w/L should be sent requiring the tenant to revert the domestic use to storage.

SLET/NTA

18 SEP 1990

P
8/2/90
SLET/NTA
SLET/NTA
8/4/90
SLET/NTA

84 Letter of 21.9.90 to Hing Shing Metal Co.

M. 245

LE/NTA (2) OCT 1990
Re (84), File by, please

sh
LSC
16.10.90

S.T.T. 318

18



UPPER FLOOR - SITTING ROOM



GROUND FLOOR - BED ROOM



GROUND FLOOR - LIVING ROOM



GROUND FLOOR - DINING ROOM

Photo taken on 17 SEP 1990



沙田地政處
新界沙田銅鑼灣山道二號



DISTRICT LANDS OFFICE, SHA TIN

2 Tung Lo Wan Hill Road,
Sha Tin, New Territories.

BY RECORDED DELIVERY

電話 Tel: 691 7111 Ext. 275

本處檔號 Our Ref: (84) in LNT 41/ZAT/60

來函檔號 Your Ref:

21 September 1990

Messrs Hing Shing Metal Co.,
c/o D. Heung & Associates,
Architects and Engineers
12/F, Beverly House,
93-107 Lockhart Road,
Hong Kong

Dear Sirs,

Short Term Tenancy No. 315

Recent site inspection by staff of this office has revealed that the premises as permitted under the above tenancy is being used for domestic purpose which is in breach of the "First Schedule" of the tenancy agreement which you have entered with Government on 20.3.1980.

In the circumstances, you are hereby given fourteen days, as from the date of this letter, to convert the premises back to a storage. Failing which, action will be taken by this office to cancel the above tenancy.

Yours faithfully,

(LEUNG Chun-fai)
for District Lands Officer, Sha Tin

LCF/all

2/11/11
(2/11) Mr Lee

Further to (84), situation
check for

ENTD,

22 OCT 1990

(84) Photo.

As agreed
via (84) ENTD 2/11

Re (84) and my wife
at (84). I see the photo taken
on 2.10.90.

2. As the premises was locked
and entry thereto was impossible,
an inspection made from the outside
revealed that no one was inhabiting
therein and the uses was now
more like a store than a dormitory.

3. Suggest no further action be
pursued in respect of the uses etc.

ENTD

340. 18/m² at (84)
standard LR 1000
2. 206.
ENTD

(85)



Photo taken on 21.11.90

Ref: (85) in CNT: 41/2AT/60



M.258

LE/SD&E(1),

Re M.257, Site visited. The premises was locked. Contacted tenant's secretary over phone, she revealed that tenant had not yet returned from oversea country. she will ask tenant to contact us once he return to H.K. Case will be K.I.V., pl.

hg
L.I.(1)
29.5.91

M.259

Note.

Contacted tenant's secretary over phone. Tenant will return to H.K. next week.

hg
L.I.(1)
28.6.91

M.260

LE/SD&E(1).

Tenant rang up on 1.7.91. Site inspection is arranged on 8.7.91 (2:30 P.M.), pl.

hg
L.I.(1)
5.7.91

Photo.

M.261

LE/SD&E(1).

Checking the premises inside. no breach of conditions is found. Photo prepared at (90) for your reference.

hg
L.I.(1)
8.7.91

M. 262.

SES/SE ^{W/X}

In respect of M 257, arrangement has been made to inspect inside. The representative of the tenant reveals that the premises is used mainly for the storage purpose not for the dormitory.

2. Photo att (90) for your reference, please.


Chris
(0750 + 311)
8-7-91.

D/fo ^{W/X}

M. 263

Please note M. 262 for information.

Supplementary T/A at foot for your signature. It will be dated by me when signed.


Patrick FAN
SES/SE(AT9.)
22.7.91

Copy of S/A for rent revision dd. 22-7-91

memo of 24.7.91 to CR+V

S.T.T. 315

90



G/F



G/F



G/F



G/F

Photo taken on 8.7.91

Ref = (90) in LNT 41/2AT/60



S.T.T. 315

(90)



G/F



G/F



upper floor



upper floor

Photo taken on 8.7.91

Ref: (90) in LNT 41/2AT/60



M.271

SES/SE,

22/10/92

*with signature of
please return copy
from D. Hung to the
company.*

We visited the subject STT site on 20.10.92 a.m. The structure on site was under lock and key and there was nobody inside. However, the internal decoration (viewing through the glazed panels) and the artificial beautified surrounding area revealed that the premises were for domestic use. Photos at encl.(94) are relevant. According to the tenancy agreement at encl.(41), this is a breach of user clause at First Schedule in which the site is designated for storage of non-dangerous goods and helipad only. In fact, same breach was detected before but the tenant rectified the breach once warning was given. For your reference, I summarise the case history below in chronological order:-

<u>Date</u>	<u>Encl.</u>	<u>Particulars</u>
1.11.77	(13)	execution of STT 108 with 'Steel Structure' for use of 'storage and helipad only' to facilitate the construction of overhead power line nearby. STT was commenced on 1/12.76 and area was 20,000 ft ² .
17.7.79	(25)	Application for transfer of STT to 'Hing Shing Metal Co.' who was the sub-contractor of 'Steel Structure'.
20.3.80	(41)	Execution of STT 315 with 'Hing Shing Metal Co.' for use of 'storage of non-dangerous goods and helipad only'. STT commenced on 1.12.79 and area was 1,480m ² .
21.10.83	(58)	Edmund CHEUNG & Co. on behalf of tenant applied for transfer of STT and reduction of tenancy area.
18.11.83	(60)	Power of Attorney dated 28.10.82 given by Hing Shing Metal Co. to Daniel HEUNG Cheuk-kai in respect of the subject STT.
24.2.84	(65)	Approval for reduction of STT area to 740m ² but application for transfer was rejected.
9.8.84	(67)	(a) photos showing the premises had been converted for residential use; (b) verbal warning was given to tenant (M.162 refers)
18.9.84	(69)	photos showing the premises were under lock and key
4.10.84	(70)	photos showing the premises appeared to be 'abandoned
19.12.84	(71)	- ditto -
25.10.85	(73)	- ditto -
14.4.89	(79)	photos showing the premises had been reverted for residential use.
7.12.89	(82)	RG advised that 'Hing Shing Metal Co' was not on the registers for existing companies.

M.271 (continued)

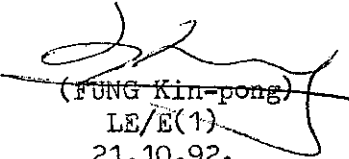
<u>Date</u>	<u>Encl.</u>	<u>Particulars</u>
17.9.90	(83)	photos showing the premises were still for residential use.
21.9.90	(84)	warning letter to tenant for breach of user
21.11.90	(85)	premises were under lock and key
8.7.91	(90)	photos showing the premises appeared to be 'abandoned'
20.10.92	(94)	photos showing the premises appeared for residential use.

2. It appears that the tenant, since giving Power of Attorney to Daniel HEUNG Cheuk-kai, had repeatedly converted the premises into residential use but such breach would cease once warning was given. In many occasions, display/storage of domestic articles were found inside, as there was no human habitation, the subject officer considered the condition was not a breach of Tenancy Agreement because goods might include furniture.

3. In view of difficulty on proving the breach, no doubt it is ideally to regularise the existing user through charging of FMR from revenue and administrative point of view. However, such proposal may contravene existing policy because STT for domestic use is not encouraged in this department. Therefore, the following course of action is recommended:-

- (a) to verify the status of the tenant from BRO, if it has been dissolved, we may terminate the tenancy;
- (b) if the company concerned still exists and Power of Attorney at encl.(41) is still valid, I suggest that close surveillance be kept on the STT and issue warning letter ^{once} there is breach of user. In case of persistent breach, we shall have strong reason to terminate the STT by giving three calendar months' notice;
- (c) upon termination of the tenancy under (a) & (b), we may invite the actual occupier to take up the tenancy for storage use based on FMR. Such act can avoid eviction of occupier and the subsequent demolition of structure on site. FMR analysis is at encl.(95).

4. For your consideration please.


 (FUNG Kin-pong)
 LE/E(1)
 21.10.92.

M.272

6X!

Please despatch memo at (37).

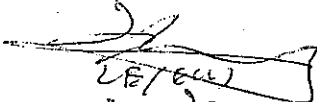

 LE/E(1)
 30.10.92



PHOTO TAKEN ON 20-10-92.



PHOTO TAKEN ON 20-10-92.



PHOTO TAKEN ON 20-10-92.



PHOTO TAKEN ON 20-10-92.



PHOTO TAKEN ON 20-10-92



PHOTO TAKEN ON 20-10-92

M.318

ES/S, 

Re. your warning letter at encl.(124), it was undelivered due to change of tenant's address.

2. However, it has come to my notice that the land status record in DSO is not updated and he has been requested to amend the record accordingly. The location under complaint was visited on 23.6.94 and findings are as follows:-

(a) an open garden with a pitched-roof carport, a metal structure (most likely a water tank) and some brick fenced walls were erected adjoining the temporary structure within the tenancy area;

(b) no fencing was provided for the tenancy area.

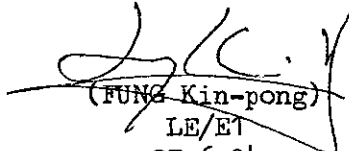
3. Upon further clarification with DSO, I learn that the carport, metal structure (water tank) and major portion of brick walls are erected on G.L. Photo and site plan^{are} at encl.(126) & (127) for your reference.

4. It is recommended that :-

(a) fresh warning letter be issued to the tenant regarding the illegal occupation of G.L. and failing to fence off the tenancy area;

(b) if the warning letter is unheeded, refer the case to Land Control Team for follow-up action and DO/ST should be informed of the clarified situation and what sort of action to be taken by LC Team.

5. warning letter is drafted at float for your consideration please.


(FUNG Kin-pong)
LE/E1
27.6.94

letter of 6.7.94 to D. Heng + Associates



17 JUN 1964



© 1 JUN 1984





電話 Tel: 684 1132
圖文傳真 Fax: 602 4093
本處檔號 Our Ref: (128) in LNT 41/ZAT/60
來函檔號 Your Ref:

Recorded Delivery

6 July 1994

D. Heung & Associates,
Block C, 14/F.,
Seaview Estate,
2 - 8 Watson Road,
North Point,
Hong Kong.

Fax no
570 9115

(Attn : Mr. D. Heung)

Dear Sirs,

Short Term Tenancy No. 315
in Mau Tat, Sha Tin
Complaint of Illegal Structures

I refer to the above tenancy agreement which is let for the purpose of storage of non-dangerous goods.

This Office has received a number of complaints from the villagers in Mau Tat that illegal construction works are commencing within the Premises. A subsequent inspection made by this Office has shown that a pitched roof car-port, a metal structure and brick fence walls were found erected on adjoining government land. Furthermore, the tenancy area had not been fenced off.

You are hereby warned that illegal occupation of government land is an offence under Crown Land Ordinance Chapter 28. Moreover, failing to fence off the tenancy area is a breach of Tenancy Agreement of the above tenancy.

You are therefore required to purge the above irregularities within 2 weeks from the date of this letter otherwise I shall consider terminating the above Tenancy without giving you further notice and legal proceedings may be instituted against you under the Crown Land Ordinance Chapter 28.

If you have any query, please contact our Mr. K.P. Fung at 684 1134 for assistance.

Yours faithfully,

(Philip CHAN)

for District Lands Officer/Shu Tin

C.C.

LND/STLC/1122/1

PC/sf


M.23

ES/SE

Captioned STT site was visited with you on 25.11.96. Mrs. HEUNG, the wife of Tenant was interviewed on the spot. She expressed that she stayed in this house when she was in Hong Kong. Usually she spent some times in USA every year.

2. During the visit, the house was found in domestic use. The layout and the decoration of the house were shown at F(15). The open-sided structure in front of the house was found as carport. The situation was remained at last visit. F(12) illustrated the arrangement of the structures.

3. Mr. HEUNG phoned up this office on 28.11.96. He was informed of our findings and he answered that he would contact us later to resolve the problem.


(LEE Sze-mun) (Ms.)
LE/E2
2.12.96

STT 858

860/27 (15)



Photo taken at 25-11-96

STT 958



Photo taken on 25.11.96

STT 958

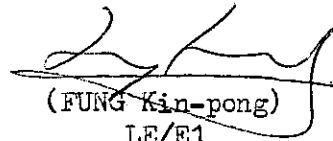


Photo taken on 25.11.96

M. 24

ES/SE, 26

The subject premises were visited with SES/SE, representative of Daniel HEUNG & Associates Miss Alice KWOK, you and me on 21.5.97 and was found to be used for storage purpose. Photos and site plan showing the site situation are at f(16) & f(17) respectively for your reference please.


(FUNG Kin-pong)
LE/E1
22.5.97

Site Photos

G/F Plan

Valuation Note for T.A. No 118

M25

SES/SE

As discussed, a valuation note is prepared at F(18) for your reference & consideration please

J.
ES/SE
4-6-97



Photo 1



Photo 2



Photo 3

Photo is taken by LI/201 on 21-5-97



Photo 4



Photo 5



Photo 6

Photo is taken by U/301 on 21-5-77



Photo 7



Photo 8



Photo 9



Photo 10

Photo is taken by L1/261 on 21-5-77

after this R/R exercise and he would paid the rent for the additional area. I said as he had occupied the additional areas for some times, backdated rent would be charged. The additional area will be determined by actual occupation of the tenant and mutual agreement between the Gov't and the tenant. In view of the above understanding, the R/R assessment will be based on the area on the tenancy plan i.e. 740 m². Upon your approval of this R/R, follow up action will be taken for the rectification of the site area and the assessment for the additional rent.

3. For your consideration and approval, please.

ES/S
(Brian AU YEUNG)
2.12.99

M.41
Es/s, 16/12
Please complete the Valuation Notes.

By 865/8E
6/12/99.

M.42
Es/s,
From the site inspection held on 14.12.99 with yourself, D/O, LE/E, and the undersigned, we discovered that the tenant has breached the user.
As discussed with D/O today, it was suggested to issue a strong warning letter permitting the tenant to regularise the breach w/in 21 days and ensuring that all those internal domestic partitions/fixtures should be demolished to our satisfaction. If he fails to do so, NTL will be issued.

By 865/8E
16/12/99.

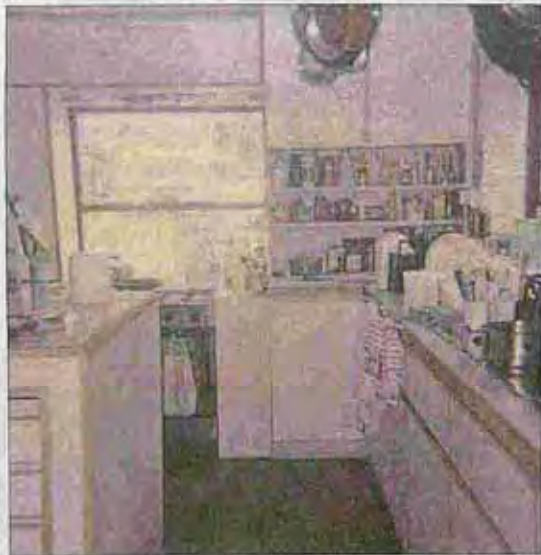


Photos taken on
14.12.99
by CE/SE





Photos taken
on 14.12.99
by CF/SJ



Photos taken on
14.12.99
by LG/EI





地政總署
沙田地政處
DISTRICT LANDS OFFICE, SHA TIN
LANDS DEPARTMENT

電話 Tel: 2684 1132
圖文傳真 Fax: 2602 4093
本處檔號 Our Ref: (26) in LNT 183/ZAT/62
來函檔號 Your Ref:

16 December 1999

BY FAX and BY POST

(85709115)

D. Heung & Associates, Architects & Engineers Limited
Block C, 14th Floor, Seaview Estate
2-8 Watson Road
North Point
Hong Kong

(Attn.: Mr. D. HEUNG)

Dear Sirs,

Short Term Tenancy No. 958
Mau Tat, Sha Tin

I refer to my on site inspection on the subject site on 14.12.1999.

My inspection revealed that the structure within the site with 2 bedrooms, 2 bathrooms, a kitchen and other domestic fixtures was obviously being used for residential purpose. Moreover, a carport was found constructed on the adjoining Government Land. According to Special Condition No. 2(b), no part of the Premises shall be used for residential purpose. The above use is in contravention of Special Condition No. 2(b) of the subject tenancy

In this circumstances, you are hereby required to remedy the breach of the tenancy condition by demolishing the above domestic fixtures and the carport on the Government Land to my satisfaction within 21 days from the date of this letter. An inspection will be made upon expiry of the said 21-day period to ascertain if in fact the breach has been remedied. If you continue to ignore my warning of the said breach, the said tenancy will be terminated without further notice.

Should you have any query about this matter, please contact the undersigned at telephone No. 2684 1132 during office hours.

Yours faithfully,

(Brian AU YEUNG)
for District Lands Officer, Sha Tin



地政總署
沙田地政處
DISTRICT LANDS OFFICE, SHA TIN
LANDS DEPARTMENT

電話 Tel: 2684 1121
圖文傳真 Fax: 2602 4093
本處檔號 Our Ref: (35) in LNT 183/ZAT/62
來函檔號 Your Ref:

By fax and post

29 February 2000

D. Heung & Associates, Architects & Engineering Limited
Block C, 14th Floor, Seaview Estate
2-8 Watson Road
North Point
Hong Kong

(Attention: Mr. D Heung) 94910489

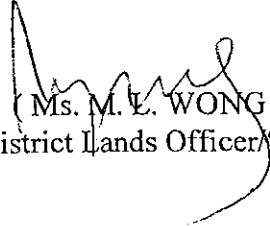
Dear Sir,

Short Term Tenancy No. 958
Mau Tat, Sha Tin

Further to my letter to you dated 14 February 2000 extending the time for you to carry out the rectification work, my staff and I have carried out a site inspection this afternoon.

My inspection reveals that your rectification work is only superficial and that the premises is easily converted to domestic use again. I must give you my final warning and urge you to take off all the domestic fixtures / finishes and revert the premises back to the genuine storage use within one week from the date hereof i.e. 7 March 2000.

If you fail to accede to my repeated warnings and requests, I have no alternative but to terminate the tenancy without further notice.


(Ms. M. L. WONG)
for District Lands Officer/Sha Tin

c:\mlw\lt_13.doc

38

Letter of 28.2.2K from D. Hwang 6/3

~~Es/s 10/3~~ Es/s 10/3

M.68

~~Es/s 10/3~~
via Es/s 9/3 I recommend to have next inspection after 3 to 4 mths.

Re. M.67. inspection was conducted on 8.3.2000. It revealed that the wall cabinet near the kitchen had been demolished and all the books in the shelves had also been removed. Pl. refer to photos at F(39).

~~Es/s 10/3~~
Es/s 8/3

M.69

Es/s 13/3

In view of the tenant's compliance with the requirement, please write to him about this and that we would consider to process his requests at f(32) + f(38).

Es/s 10/3/2000

39



- 8 MAR 2000





地政總署
沙田地政處
DISTRICT LANDS OFFICE, SHA TIN
LANDS DEPARTMENT

電話 Tel: 2684 1132
圖文傳真 Fax: 2602 4093
本處檔號 Our Ref: (40) in LNT 183/ZAT/62
來函檔號 Your Ref:

15 March 2000

D. Heung & Associates, Architects & Engineering Limited
Block C, 14th Floor, Seaview Estate
2-8 Watson Road
North Point
Hong Kong

(Attn : Mr D. Heung)

Dear Sirs,

Short Term Tenancy No. 958
Mau Tat, Sha Tin

I refer to my letters dated 16.12.1999 and 29.2.2000, the on-site inspections on 2.3.2000 and 8.3.2000 and your letters dated 21.2.2000 and 28.2.2000.

The inspections revealed that you had rectified the breach mentioned in my letters and complied with the requirements under the subject Tenancy Agreement. Nevertheless, I have to remind you that if future inspection discovers any breach, the tenancy will be terminated forthwith.

Regarding your requests in your letters, the content of which is noted and is under consideration. I shall communicate with you once I am in a position to do so.

Yours faithfully,

(Brian Au Yeung)
for District Lands Officer/Sho Tin

BAY/sf 7a3-00.doc

SES/SE, p1 proceed as per paragraph 2.5 M.168 2/24/10

An inspection of the subject tenancy was carried out on 22.10.2002 and it was revealed that:

- (i) the main structure on site had been converted into domestic use;
- (ii) the porch area which was used as a kennel area previously was being used as a carport.

Background

2.1 The subject tenancy has existed as follows:

STT No	Tenant	Area m ²	Use	Remarks
108	Steel Structures	1,840	Storage and Helipad (for construction of CLP power lines and towers)	- tenancy granted on 1.12.1979, terminated on 1.10.1979 following completion of works
315	Hing Shing Metal Co.	1,480 ⁽¹⁾	Storage and Helipad	- tenancy granted on 1.12.1979 following application from "Steel Structures" to allow his sub-contractor Hing Shing Metal Co. for future contracts. ⁽²⁾
958	Daniel Heung Cheuk Kei	740	Storage of non-dangerous goods	-tenancy granted on 1.1.1994 to Daniel Heung Cheuk Kei ⁽³⁾
1150	Daniel Heung Cheuk Kei	1,070	Storage on non-dangerous goods and kennel	-tenancy granted on 6.4.2001 to regularize additional use of kennel and size of tenancy. -proceeding STT 958 had not been executed properly. M89 in LNT 183/ZAT/62 refers.

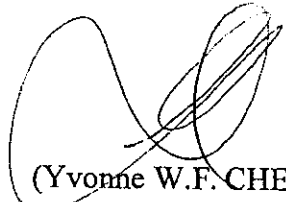
Notes

- (1) Tenancy area subsequently reduced on 24.2.2002
- (2) Hing Shing Metal Co. granted Daniel Heung Cheuk Kei a Power of Attorney with respect to the tenancy on 28.2.1982 F(60) in LNT 41/ZAT/62 refers to deal with tenancy matters.
- (3) Hing Shing Metal Co had merged with another company and the company was then dissolved. The tenancy was transferred to Daniel Heung Cheuk Kei on the grounds that he had a legal power of attorney of the dissolved company and to avoid a loss of rental and management problems. F(2) in LNT 183/ZAT/62 refers.

2.2 It is noted from file records that the subject tenancy has been the subject of recurring breaches of tenancy involving the user and encroachment of government land.

M. 168 (Cont'd)

- 2.3 The tenant had previously submitted an application to regularize the domestic use of the premises. The issue has been considered at length, however it has been made clear that current policy of the department does not allow regularization of short term tenancies for domestic purposes. AD/NT's minute to DLO/ST of 24.1.2000 at M.53 refers.
 - 2.4 Please find attached at float a letter for issue requesting reinstatement of the premises to comply with SC(3)-User clause under tenancy.
 - 2.5 As the tenancy is due for rent review on 1.3.2003 and three months is required to affect the increase in rent under Clause 4(g) of the tenancy agreement. I have verbally spoken to SS/ST,LACO that rent review can still be conducted without prejudice to government's right to re-enter the site for the breach and in the event the breach is not rectified. I will prepare a memo to seek to confirmation on the matter.
3. Please advise if you have any further comments.



 (Yvonne W.F. CHENG)
 ES/S
 24.10.2002

*Done 21.10.02
 LSC*

M.169

- 1. Pls fax & post f(65) and vli file ~~in~~ in 7 days. (16/11/02)
- 2. Pls issue by hand f(66) with:
 - App I - M.168
 - App II = copy of T.A
 - App III = f(65)
 - App IV = draft rent review letter

3. Pls return file for action


 ES/S
 2

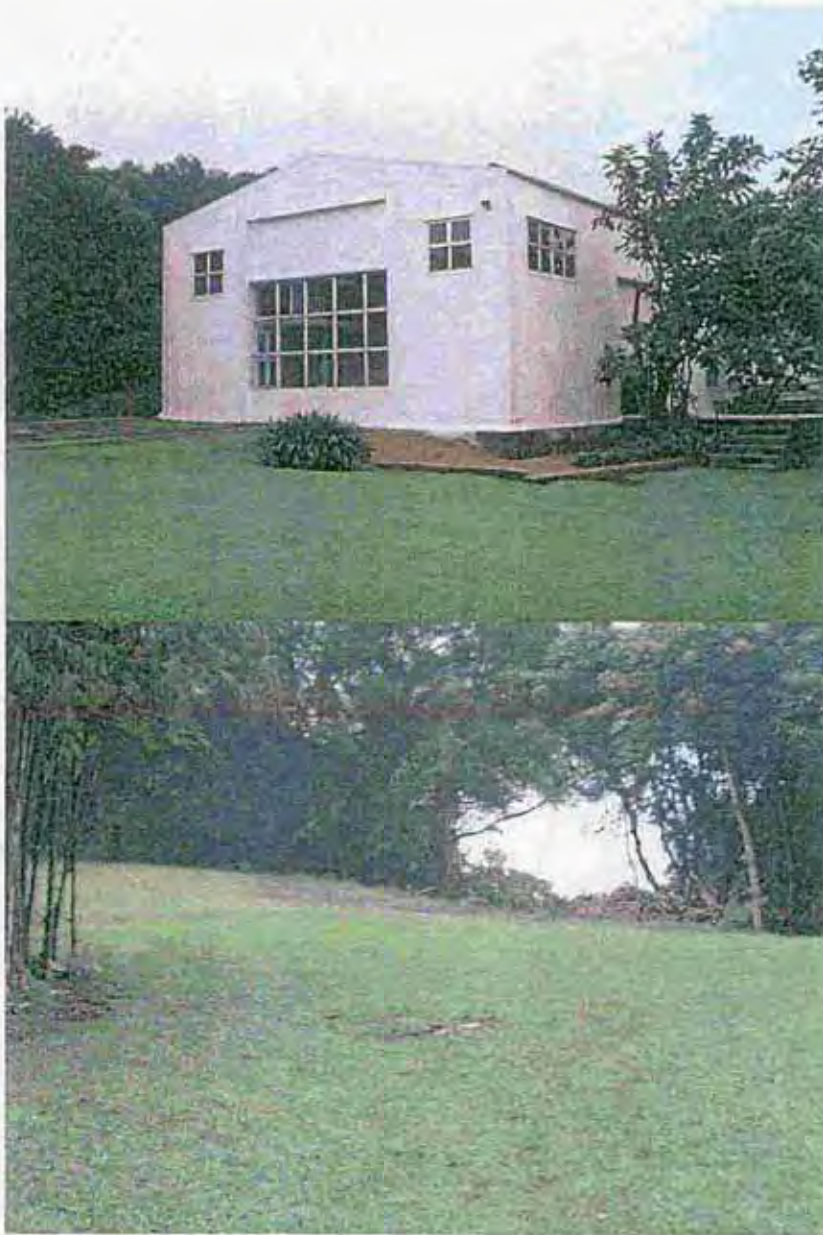
STT 1150. Mau Tat



Photo showing the present situation of site on
22/10/2002

Handwritten signature
23. 10. 2002

STT 1150. Mau Tat



Photos showing the present situation of STT on
22/10/2002

STT 1150. Mau Tat



Photo showing the present situation of site on
22/10/2002

STT 1150, Mau Tat



Showing the present situation of STT on
22/10/2002

SIT 1150, Mau Tat



Photos showing the present situation of STT on
22/10/2002

STT 1150, Mau Tat



Photos showing the present situation of STT on 02/10/2002

STT 1150, Man Tat



photo showing the present situation of STT 1150 on 23.10.2002.

[Signature]
23.10.2002



地政總署
沙田地政處
DISTRICT LANDS OFFICE,
SHATIN
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.

沙田上禾輦路 1 號沙田政府合署 11 樓
11/F., SHA TIN GOVERNMENT OFFICES,
1 SHEUNG WO CHE ROAD, SHA TIN, N.T.

Urgent By Fax & Post

Fax No : 2570 9115

Tel: 2158 4847
Fax: 2602 4093
Email: (65) in LNT 183/ZAT/62
Our Ref: -----
Your Ref: -----

D. Heung & Associates, Architects & Engineers Limited
Block C, 14th Floor, Seaview Estate
2-8 Watson Road
North Point
Hong Kong

24 October 2002

Attn. : **Mr. D. HEUNG**

Dear Sirs,

Short Term Tenancy No. 1150
Mau Tat, Sha Tin

I refer to our recent inspection of the captioned tenancy on 22nd October 2002.

My inspection revealed that the main structure on site has been converted to domestic use and the porch area previously used as a kennel area is now used as a carport. Pursuant to the First Schedule of the Tenancy Agreement, the Premises are to be used for storage of non-dangerous goods and a kennel and in accordance with Special Condition (3), no part of the Premises shall be used for residential purposes. The above uses are in contravention of Special Condition No. 3 and the user specified under the First Schedule of the subject tenancy.

Under the circumstances, you are hereby required to remedy the breach of the tenancy condition by reinstating the Premises to its approved use to my satisfaction within 21 days from the date of this letter. An inspection will be made upon expiry of the said 21-day period to ascertain if in fact the breach has been remedied. Should you continue to ignore my warning of the said breach, the said tenancy will be terminated without further notice.

Should you have any query about this matter, please contact the undersigned at telephone no. 2158 4847 during office hours.

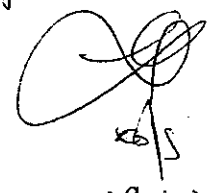
Yours faithfully,

(Miss Yvonne W. F. CHENG)
for District Lands Officer, Sha Tin

M174

6/1/01

He arrange to update review page



29.11.2002

LSC He arrange!

M.175

E/S

pl. sign the STT Data Amendment Form.

d
LSC
3.12.02

(7)

photos

M.176

F.N.

A joint site inspection has been carried with SES/SE on 4.12.2002 on the subject STT upon request of Mr. Daniel HEUNG.

2. On the day of inspection, the subject tenancy was found to have been used for storage of non-dangerous goods and kennel use. Photos showing the existing conditions of the STT are put at F(71).



(K.L. LEUNG)

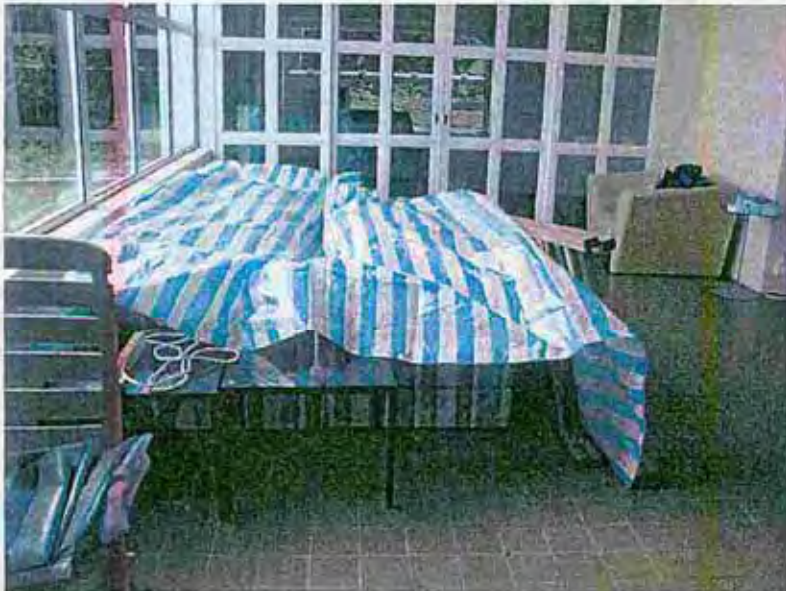
DLO

9.12.2002

(7)

STT Data Input Form of TA 1150

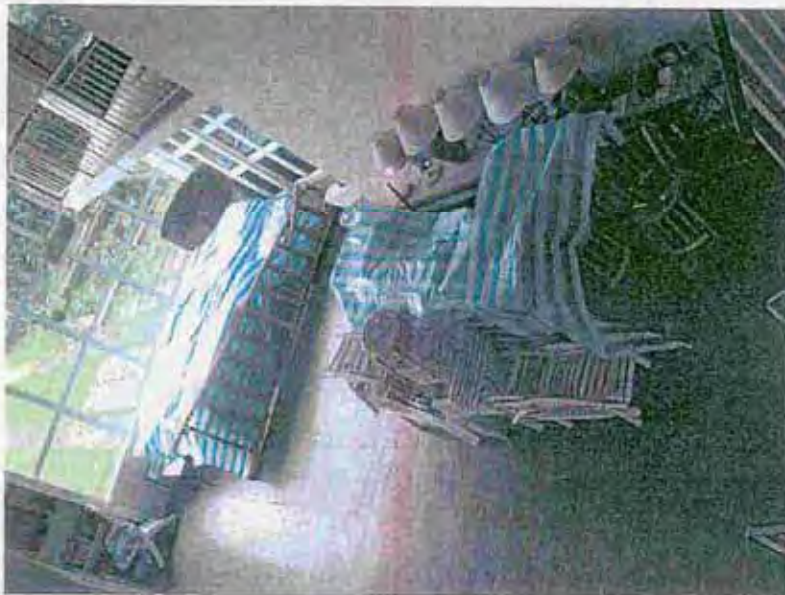
12.12.02



Photos showing the present situation of STT site on 04/12/2002



Photos showing the present situation of STT site on 04/12/2002



Photos showing the present situation of STT site on 04/12/2002



Photos showing the present situation of STT site on 04/12/2002