

電話 Tel: 2443 3025  
圖文傳真 Fax: 2473 3134  
電郵地址 Email: esylnl@landsd.gov.hk  
本署檔號 Our Ref: ( 113 ) in DLOYL 267/YAT/2019  
來函檔號 Your Ref:

來函請註明本署檔號  
Please quote our reference in your reply

Fruit Garden Social Enterprise Limited  
G/F, 58 Hop Choi Street,  
Yuen Long, N.T.

(Attn : Mr. Alex Mui)

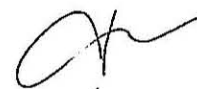
Dear Sir,

Short Term Tenancy (STT) No. 3203  
at Government Land in D.D.104  
Ha Chuk Yuen Village, San Tin, Yuen Long, New Territories

I enclose herewith the duly executed tenancy agreement with plan of the captioned STT for your retention please.

Should you have any enquiries, please feel free to contact the undersigned.

Yours faithfully,



( Ms. Audrey WONG )  
for District Lands Officer, Yuen Long

Encl.  
Tenancy Agreement with Plan



地政總署  
元朗地政處  
DISTRICT LANDS OFFICE  
YUEN LONG  
LANDS DEPARTMENT

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

新界元朗橋樂坊二號大橋政府合署九至十一樓  
9/F.-11/F., Yuen Long Government Offices & Tai Kiu  
Market, No. 2 Kiu Lok Square, Yuen Long, N.T.

網址 Website : [www.landsd.gov.hk](http://www.landsd.gov.hk)

RH 088 329 184 HK

By Registered Service

21 October 2020

## SHORT TERM TENANCY AGREEMENT

AN AGREEMENT made this 25<sup>th</sup> day of October 2020 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 Fruit Garden Social Enterprise Limited of G/F, 58 Hop Choi Street, Yuen Long, New Territories, Hong Kong (hereinafter referred to as "the Tenant") of the other part WHEREBY IT IS AGREED AS FOLLOWS :

1. THE LANDLORD LETS AND THE TENANT TAKES from the 10<sup>th</sup> day of December 2019 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 edged blue on the plan annexed hereto TOGETHER WITH such buildings or structures erected thereon or on part thereof as are specified in the Second Schedule hereto (which land and structures are hereinafter referred to as "the Premises") for the term, at the rent and for the purposes specified in the First Schedule hereto.
2. THE TENANT HEREBY AGREES WITH THE LANDLORD as follows:
  - (a) To pay the 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 Second Schedule without the consent in writing of the District Lands Officer, Yuen Long (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, and be responsible for the routine maintenance of the slope or slopes (if any, except

any slope or slopes which the Tenant is obliged to maintain pursuant to Special Condition No. 13 hereof) within the Premises in accordance with the Geoguide 5 : Guide to Slope Maintenance published by the Geotechnical Engineering Office of the Civil Engineering and Development Department (CEDD) (a copy of which can be viewed or downloaded from CEDD's website: <http://www.cedd.gov.hk/>), and in particular, Chapter 3 thereof, including but not limited to:-

- (i) clearance of accumulated debris from drainage channels and slope surface;
  - (ii) repair of cracked or damaged drainage channels or pavement;
  - (iii) repair or replacement of cracked or damaged slope surface cover;
  - (iv) unblocking weepholes and outlet drain pipes;
  - (v) repair of missing or deteriorated pointing in masonry walls;
  - (vi) removal of any vegetation that has caused severe cracking of slope surface cover and drainage channels;
  - (vii) re-grassing bare soil slope surface areas;
  - (viii) removal of loose rock debris and undesirable vegetation from rock slopes or around boulders;
  - (ix) investigation and repair of buried water-carrying services where signs of possible leakage are observed;
  - (x) repair of leaky exposed water-carrying services;
  - (xi) repair or replacement of rusted steel slope furniture; and
  - (xii) maintenance of landscape items on slopes.
- (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) To yield up the Premises with vacant possession to the Landlord at the expiration of the term or sooner termination of this Agreement in good clean and tenable repair and condition in accordance with the stipulations contained herein. The Tenant shall, if so required by the District Lands Officer, at his own cost and expense before the expiry or sooner termination of the tenancy reinstate and remove all structures or fixtures or additions including foundation, paving or other surfacing which is then standing on or forms part of the Premises (irrespective of whether they were erected or installed by the Tenant), make good and repair in a proper and workmanlike manner any damage to the Premises and thereafter landscape the Premises to the satisfaction of the District Lands Officer and without any compensation therefor being paid by the Landlord to the Tenant;

- (i) To 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, catch pit, channel or storm-water drain all water which may fall or flow on to the Premises and to be solely liable for, and to indemnify the Landlord and his officers from and against all actions, claims, liabilities and demands arising out of any damage or nuisance caused by such water;
- (j) Not to use water from any Government mains for any purpose without the prior written consent of the Water Authority;
- (k)
  - (i) To permit the Landlord, his servants or agents at all reasonable times to enter upon the Premises to view the state and condition thereof, and in the event of there being any defect or want of repair or maintenance then and there found, to give or leave on the Premises notice in writing to the Tenant, who shall within one calendar month after such notice (or sooner if required) repair and make good the same in accordance with such notice and the Tenant's obligations in that behalf herein contained;
  - (ii) To permit the Landlord, his servants or agents at all reasonable times with or without notice to enter upon the Premises or any part thereof for the purpose of inspecting the same so as to ascertain that there is no breach of or failure to observe any of the terms and conditions herein contained;
- (l) To indemnify and keep indemnified the Landlord, his officers, contractors and workmen against all actions, suits, liabilities, costs, claims, demands, expenses and losses (whether financial or otherwise) whatsoever and howsoever arising directly or indirectly out of any breach of the terms and conditions of this Agreement or out of or in connection with the occupation and use of the Premises by the Tenant including but not limited to:
  - (i) all liabilities arising out of the negligence of any person not a party to this Agreement;
  - (ii) all liability on the part of Landlord under the Occupiers Liability Ordinance (Cap. 314);
  - (iii) all liabilities arising out of anything done or omitted to be done by the Tenant in respect of any safety measures or works which the Tenant is required to undertake and fulfill in compliance with Special Condition(s) in the Third Schedule hereto; and
  - (iv) any damage or soil and groundwater contamination caused to the Premises or any adjacent or adjoining land where such damage or soil and groundwater contamination has, in the opinion of the Landlord whose opinion shall be final and binding upon the Tenant, arisen

out of any use of the Premises, or any development or redevelopment affecting the Premises or part thereof or out of any activities carried out on the Premises or out of any other works carried out thereon by the Tenant whether such use, development or redevelopment, activities or works are in compliance with the terms and conditions of this Agreement or in breach thereof.

- (m) To pay and discharge all existing and future rates, taxes, assessments, duties and outgoings whatsoever which are now or during the term of the tenancy shall be imposed, assessed or charged upon the Premises or the Tenant in respect thereof; and
- (n) To perform and observe the obligations on the Tenant's behalf contained in the Special Conditions as set out in the Third Schedule hereto.

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

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

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

- (a) That the Tenant shall within nine calendar months from 10<sup>th</sup> day of December 2019 and thereafter continue to operate the Premises for the purposes specified in the First Schedule hereto on a scale to the satisfaction of the District Lands Officer, and conduct the operation in accordance with all Ordinances, any regulations made thereunder and any amending legislation and in all respects to the satisfaction of the District Lands Officer.
- (b) That if it is at any time shown to the satisfaction of the District Lands Officer that there has been a breach of Clause 4(a) hereof, the Landlord shall be entitled to terminate the tenancy hereby created by giving to the Tenant written notice to such effect to expire at any time (whether within the fixed term in the First Schedule hereto or otherwise) without payment of compensation or refund of any rent paid or any part thereof. Upon 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 other terms and conditions herein contained, the tenancy shall cease and determine and the Tenant shall quit and deliver vacant possession of the Premises in accordance with the terms and conditions of this Agreement.
- (c) 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.

- (d) 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.
- (e) That subject to Clause 2(c) hereof, any building or structure erected or to be erected by the Tenant on the Premises shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation. The Government has given no warranty, expressed or implied, as to the suitability, physical condition or state or safety of any structure or building or structures or buildings existing on the Premises or any part or parts thereof for the use hereby permitted, whether in accordance with the terms and conditions in the tenancy or otherwise. The tenancy hereby created shall not be construed so as to condone any structures existing on the Premises not complying with the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation. Action appropriate under the said Ordinance or any other enactment may be taken at any time.
- (f) 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.
- (g) 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 three calendar months' 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. In the event of such termination, no compensation whatsoever shall be paid to the Tenant by the Landlord regardless of whether the Landlord shall terminate this Agreement during the fixed term of the tenancy or, where applicable, a periodical tenancy as aforesaid.

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

shall be made against him or them by the Tenant in respect of any loss, damage, nuisance or disturbance.

- (k) That wherever in this Agreement it is provided that:
  - (i) the Landlord or his duly authorized officers shall or may carry out works of any description on the Premises or any part thereof or outside the Premises (whether on behalf of the Tenant or on the failure of the Tenant to carry out such works or otherwise) at the cost of the Tenant or that the Tenant shall pay or repay to the Landlord or to his duly authorized officers on demand the cost of such works, such cost shall include such supervisory and overhead charges as may be fixed by the Landlord or by his duly authorized officers; or
  - (ii) the prior approval or consent of the Landlord or his duly authorized officers is required, they may give the approval or consent on such terms and conditions as they see fit or refuse it at their absolute discretion.
- (l) 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.
- (m) That this Agreement constitutes the entire agreement of the parties about the subject-matter of this Agreement, and that no statement, representation or promise made by either the Tenant or duly authorized officers of the Landlord has been relied upon by the other party to enter into this Agreement, and that no communications, understandings, representations, promises, oral or written statements, warranties, arrangements or agreements, conditions made by either the Tenant or duly authorized officers of the Landlord prior to the signing/execution of this Agreement with respect to the subject-matter of this Agreement may in any way be read or incorporated into this Agreement.
- (n) Notwithstanding any other provisions of this Agreement including any provision which purports to confer a benefit on a person who is not a party to this Agreement, this Agreement is not intended to and does not give any person who is not a party to this Agreement any right to enforce any provisions of this Agreement under the Contracts (Rights of Third Parties) Ordinance, and a person who is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Ordinance to enforce any provisions of this Agreement.



## FIRST SCHEDULE

### PARTICULARS OF THE PREMISES

All that piece of ground and structures erected thereon situate at Demarcation District No. 104, Ha Chuk Yuen Village, San Tin, Yuen Long, New Territories, Hong Kong comprising an area of 1650 square metres or thereabouts which is for the purpose of identification only shown coloured pink and pink edged blue on the plan annexed hereto.

RENT : \$ 1.00 per annum (if demanded)

TERM AND DATE OF COMMENCEMENT : For a term commencing from the 10<sup>th</sup> day of December 2019 upto the 2<sup>nd</sup> day of August 2022 and thereafter quarterly until such time as this tenancy is determined.

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

The Premises shall not be used for any purposes other than field study centre, organic farm, training classes for dog owners and uses ancillary thereto. The determination of the District Lands Officer on what constitutes ancillary uses shall be final and binding on the Tenant.

## SECOND SCHEDULE

The structures shown pink edged blue on the plan annexed hereto comprising

- (i) Structure A: having a height not exceeding one-storey and 3 metres above ground level and a total built over area not exceeding 45 square metres;
- (ii) Structure B: having a height not exceeding one-storey and 3.5 metres above ground level and a total built over area not exceeding 246 square metres;
- (iii) Structure C: having a height not exceeding one-storey and 3.5 metres above ground level and a total built over area not exceeding 200 square metres; and
- (iv) Structure D: having a height not exceeding two-storey and 6 metres above ground level and a total built over area not exceeding 156 square metres.

THIRD SCHEDULE

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

1. (a) The tenancy hereby created shall be terminated on the 2<sup>nd</sup> day of August 2022 by either party giving to the other at least three calendar months' notice in writing to that effect to expire on the said date. In the event that no such notice is given as aforesaid the tenancy may be terminated by either party giving to the other at least three calendar months' notice in writing to that effect to expire at any time.
  - (b) (i) The Tenant shall not use or permit or suffer any part of the Premises to be used for any illegal or immoral purposes and the determination of the District Lands Officer as to what constitutes illegal or immoral purposes shall be final and binding on the Tenant.
  - (ii) Notwithstanding sub-clause (a) of this Special Condition, in the event of any breach, non-performance or non-observance of sub-clause (b)(i) above the Landlord shall be entitled to terminate the tenancy hereby created by giving to the Tenant written notice to that effect to expire at any time (whether within the fixed term specified in the First Schedule hereto or otherwise) without payment of compensation or refund of rent already paid or any part thereof. Upon the expiry of such notice and without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of the other terms and conditions herein contained, the tenancy shall cease and determine and the Tenant shall quit and deliver up possession of the Premises to the Landlord in accordance with the terms and conditions of this Agreement.
2. (a) The Tenant shall, during the existence of this tenancy, at his own expense and in all respects to the satisfaction of the District Lands Officer, maintain, keep and repair the structures (as specified in the Second Schedule hereof) on the Premises.
  - (b) No part of the Premises including the said structures shall be used for residential purposes.
3. The Tenant shall not store or allow or suffer to be stored in or upon the Premises or any motor vehicles parked thereon any dangerous goods as defined in Section 2 of the Dangerous Goods Ordinance, any regulations made thereunder and any amending legislation without the prior written approval of the District Lands Officer.

4. (a) 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.
- (b) The Tenant shall at all times permit the Landlord and the Director of Fire Services and any person authorized by any of them to enter the Premises during the term of this tenancy to check observance and compliance with any requirements in connection with fire safety.
- (c) Without prejudice to sub-clause (a) of this Special Condition, the Tenant shall within one calendar month from the date of this Agreement or such other extended period as may be approved by the District Lands Officer at the Tenant's own expense install fire extinguisher(s) in the Premises in all respects to the satisfaction of the Director of Fire Services and submit the certificate under Regulation 9(1) of the Fire Service (Installations and Equipment) Regulations (Chapter 95B), any amendment thereto, substitution therefor (hereinafter referred to as "the Certificate") to the Director of Fire Services. The Tenant shall at the Tenant's own expense maintain the fire extinguisher(s) in good condition and in all respects to the satisfaction of the Director of Fire Services during the existence of the tenancy.
- (d) Without prejudice to sub-clauses (a) and (c) of this Special Condition, the Tenant shall
  - (i) within three calendar months from the date of this Agreement or such other extended period as may be approved by the District Lands Officer at the Tenant's own expense, submit a scheme of fire service installations ("Scheme") to the Director of Fire Services for his approval. The Director of Fire Services may give his approval on such terms and conditions as he sees fit at his absolute discretion,
  - (ii) within six calendar months from the date the Director of Fire Services approved the Scheme ("Approved Scheme") or such other extended period as may be approved by the District Lands Officer at the Tenant's own expense, complete the installation works required to be done under the Approved Scheme in all respects to the satisfaction of the Director of Fire Services and submit the Certificate to the Director of Fire Services,
  - (iii) not make any alteration to the Approved Scheme without the prior written consent of the Director of Fire Services,
  - (iv) shall at the Tenant's own expense, implement the Approved Scheme in all respects to the satisfaction of the Director of Fire Services during the existence of the tenancy.

5. The security of the Premises and any goods stored or other things placed thereon shall be the sole responsibility of the Tenant.
6. The Landlord does not guarantee any right-of-way to the Premises and the Tenant must accordingly make his own arrangements for acquiring such right-of-way.
7. The Tenant shall provide to the satisfaction of the District Lands Officer sufficient spaces within the Premises for the parking, waiting and manoeuvring of motor vehicles to avoid queuing of vehicles onto adjacent public roads or Government land.
8. The Tenant shall at his own expense provide and maintain adequate lighting for the Premises in all respects to the satisfaction of the District Lands Officer.
9. Spaces shall be provided within the Premises to the satisfaction of the District Lands Officer for the parking, loading and unloading of vehicles ancillary to the use or uses permitted by the First Schedule of this Agreement.
10. No tree growing on the Premises or adjacent thereto shall be removed or interfered with without the prior written consent of the District Lands Officer who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.
11.
  - (a) The Tenant shall at his own expense keep and maintain all trees growing on the Premises at the time of signing/execution of this Agreement and trees planted during the existence of this tenancy in a healthy and safe condition to the satisfaction of the Landlord.
  - (b) Without prejudice to any other rights or powers of the Landlord contained in this Agreement, and the tenant's liabilities under sub-clause (a) hereof, the Tenant shall permit the Landlord, his officers, contractors, workmen or agents at all reasonable times (except in emergency in respect of which the Landlord's decision shall be final and binding on the Tenant) to enter the Premises to inspect the conditions of the trees growing thereon, to give or leave on the Premises notice in writing to require the Tenant to immediately or within a time limit to be specified by the Landlord remove or prune any tree or trees considered to be unhealthy or dangerous (the decision of the Landlord on whether the tree or trees are unhealthy or dangerous shall be final and binding on the Tenant) or take such other action as required by the Landlord, and the Tenant shall remove or prune the tree or trees or take such other action as required by the Landlord within the time limit to the satisfaction of the Landlord.
  - (c) In the event of failure of the Tenant to comply with the notice mentioned in sub-clause (b) above, the Landlord may without prejudice to any other rights or powers of the Landlord contained in this Agreement carry out the tree removal or pruning works at the cost of the Tenant and the Tenant shall pay or repay to the

Landlord or his duly authorized officer on demand the cost of such works.

12. The Tenant shall not form, surface, level or pave the Premises nor 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 but not limited to the requirement for the Tenant to design, construct and maintain such drainage system including drains and channels within the Premises and on any adjacent or adjoining Government land in such manner as may be required by the District Lands Officer at his sole discretion and the grant of a tenancy of additional Government land as an extension to the Premises at such rent as he may determine.
13. (a) Where there is or has been any formation, surfacing, levelling, paving, cutting away, removal or setting back of any land, or any building up or filling in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the District Lands Officer, either within the Premises or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the Premises or any part thereof or any other works required to be done by the Tenant under this Agreement, or for any other purpose, the Tenant shall at his own expense design, 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 or as may be required by the District Lands Officer at his sole discretion 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 conditions to the satisfaction of the District Lands Officer.
- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Landlord's rights under this Agreement, in particular Special Condition No. 12 hereof.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Tenant or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the Premises or from any adjacent or adjoining Government or leased land, the Tenant shall at his own expense reinstate and make good the same to the satisfaction of the District Lands Officer and shall indemnify the Landlord, its agents and contractors from and against all costs, charges, damages, demands

and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.

- (d) In addition to any other rights or remedies herein provided for breach of any of the terms and conditions of this Agreement, the District Lands Officer shall be entitled by notice in writing to call upon the Tenant to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Tenant shall neglect or fail to comply with the notice to the satisfaction of the District Lands Officer within the period specified therein, the District Lands Officer may forthwith execute and carry out any necessary works and the Tenant shall on demand repay to the Landlord the cost thereof, together with any administrative or professional fees and charges.
14. 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.
15. No rock crushing plant shall be permitted on the premises without the written approval of the District Lands Officer.
16. The Tenant shall at his own expense fence the Premises and thereafter maintain such fencing to the satisfaction of the District Lands Officer.
17. The Tenant shall accept that there is no fresh water supply to the Premises. He shall make his own arrangements at his own expense to obtain such a supply through a water supply system, within or outside the Premises, in accordance with the provisions of the Waterworks Ordinance, any regulations made thereunder and any amending legislation. Subject to there being in existence Government mains in future which in the opinion of the Water Authority are suitable for connection to the Premises, a fresh water supply from the Government mains may be given.
18. Subject to there being in existence in future Government mains which in the opinion of the Water Authority are suitable for connection to the Premises, consent to use temporary mains fresh water for flushing shall be given, provided that the Tenant shall be required to install plumbing suitable for the use of salt water and to accept salt water supply if available in future.
19. (a) In the event of spoil or debris from the Premises or from other areas affected by any development of the Premises being eroded and washed down onto public lanes or roads or into road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties, the Tenant shall be held responsible and shall at his own expense remove the spoil and debris from and make good any damage done to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties. The Tenant shall

indemnify the Landlord against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion and washing down.

- (b) Notwithstanding sub-clause (a) of this Special Condition the Landlord may (but is not obliged to), upon the written request of the Tenant and at the cost of the Tenant, remove the spoil and debris from and make good any damage done to the public lanes or roads or road culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties referred to in the said sub-clause (a).
- 20. No earth, debris, spoil of whatsoever nature, or building materials shall be dumped on any Government land.
- 21.
  - (a) The Tenant shall at his own expense and to the satisfaction of the District Lands Officer make good any damage done to adjoining public roads including street furniture by the Tenant, his contractors or sub-contractors or his or their workmen or vehicles or by any spoil from the Premises.
  - (b) Notwithstanding sub-clause (a) of this Special Condition the Landlord may (but is not obliged to), upon the written request of the Tenant and at the cost of the Tenant, make good any damage done to the adjoining public roads including street furniture referred to in the said sub-clause (a).
- 22. 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.
- 23.
  - (a) Any damage or obstruction caused by the Tenant, his servants or agents to any nullah, sewer, storm-water drain or water main within or adjoining the Premises shall be made good by the Landlord at the cost of the Tenant, and the amount due in respect thereof shall be paid on demand to the Landlord by the Tenant.
  - (b) Notwithstanding sub-clause (a) of this Special Condition, the Tenant shall, at the request of the Landlord, make good such damage or obstruction as specified by the Landlord at his own expense and in all respects to the satisfaction of the Landlord.
- 24. (a) The Tenant shall within 3 months from the commencement of the tenancy hereby created or such other extended period as may be approved by the District Lands Officer at the Tenant's own expense, in such manner with such materials and to such standards and design as the District Lands Officer shall approve and in all respects to the satisfaction of the District Lands Officer construct and thereafter maintain such drainage system including drains and channels, whether within the boundaries of the Premises or on any adjacent or adjoining Government land, to intercept and convey into the nearest stream-course, catchpit, channel or storm-water drain all water including storm-water or rain-water flowing from or falling or flowing on to the Premises, and the Tenant shall be

solely liable for and shall indemnify the Landlord and his officers from and against all actions, liabilities, claims and demands arising out of any injury loss damage disturbance or nuisance whatsoever caused by such water.

- (b) Without prejudice to sub-clause (a) hereof, the Tenant shall within 3 months from the commencement of the tenancy hereby created or such other extended period as may be approved by the District Lands Officer at the Tenant's own expense, in such manner with such materials and to such standards and design as the District Lands Officer shall approve and in all respects to the satisfaction of the District Lands Officer construct and thereafter maintain the drains and channels along the boundaries of the Premises to prevent all water including storm-water or rain-water from overflowing onto the adjoining street or adjoining land and the Tenant shall be solely liable for and shall indemnify the Landlord and his officers from and against all actions, liabilities, claims and demands arising out of any injury loss damage disturbance or nuisance whatsoever caused by such water.
- (c) If the Tenant fails to fulfill the obligations under sub-clauses (a) and (b) of this Special Condition within the period stated therein, the District Lands Officer may (but is not obliged to) carry out the necessary works at the cost of the Tenant who shall pay to the Landlord on demand a sum equal to the cost thereof, such sum to be determined by the District Lands Officer whose determination shall be final and shall be binding upon the Tenant. For the purpose of carrying out the works aforesaid, the Landlord, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the Premises or any part thereof and any building or buildings erected or to be erected thereon. The Landlord, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Tenant arising out of or incidental to the exercise by it or them of the right of entry conferred under this sub-clause, and no claim shall be made against it or them by the Tenant in respect of any loss, damage, nuisance or disturbance.

25. The works of connecting any drains and sewers from the Premises to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the District Lands Officer who shall not be liable to the Tenant for any loss or damage thereby occasioned and the Tenant shall pay to the Landlord on demand the cost of such connection works. Alternatively, the said connection works may be constructed by the Tenant at his own expense to the satisfaction of the District Lands Officer and in such case any section of the said connection works which is constructed in Government land shall upon demand be handed over by the Tenant to the Landlord for future maintenance thereof at the expense of the Landlord and the Tenant shall pay to the Landlord on demand the cost of the technical audit in respect of the said connection works.



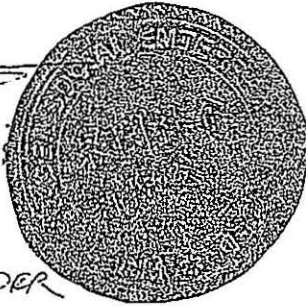
26. Any foundations to be constructed near or adjoining any water main, sewer, storm-water drain or nullah within or adjoining the Premises shall comply with the requirements of the District Lands Officer.
27. The drainage of any building erected on the Premises shall be effected as may be required by 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.
28. The Landlord does not undertake to provide facilities for flush drainage and gives no guarantee that such facilities will become available.
29.
  - (a) The Tenant shall take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during any construction, maintenance, renewal, repair, removal or reinstatement work, to avoid doing any damage to any Government or other existing drain, waterway or watercourse (including water main), road, footpath, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running on, upon, over, under or adjacent to the Premises or any part thereof (collectively referred to as "the Works and Services").
  - (b) Before carrying out any of the works referred to in sub-clause (a) of this Special Condition, the Tenant shall make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Works and Services, and shall submit his proposals for dealing with the Works and Services in writing to the District Lands Officer for his approval. No such works shall be carried out until the District Lands Officer has given his written approval.
  - (c) The Tenant shall comply with and bear the sole cost of meeting any requirement imposed by the District Lands Officer in the approval referred to in sub-clause (b) of this Special Condition in respect of the Works and Services, including any necessary diversion, relaying, repairing, making good or reinstatement works.
  - (d) Except as provided in Special Condition No. 23 hereof, the Tenant shall at his own expense repair, make good and reinstate to the satisfaction of the District Lands Officer any damage or disturbance caused to the surface of the Premises or any part thereof or any of the Works and Services arising in any manner out of any construction, maintenance, renewal, diversion, relaying, making good, repair or reinstatement works referred to sub-clauses (a) and (c) of this Special Condition.
  - (e) If the Tenant fails to carry out any of the works referred to in sub-clauses (c) and (d) of this Special Condition to the satisfaction of the District Lands Officer, the District Lands Officer may (but is

not obliged to) carry out any of such works as he considers necessary and the Tenant shall pay to the Landlord on demand the cost of such works.

30. The Tenant shall accept the Premises in the state and condition in which they are at the date possession is given.
31. The Tenant consents to the Landlord disclosing to any third party (whether individual, corporate body, members of the public or other organization) Fruit Garden Social Enterprise Limited, the date of this Agreement, the date of commencement of the tenancy, the term of tenancy, the amount of rent, the location, area, usage of the Premises and permitted structures thereon, and agrees that the consent shall survive the expiry or termination of this Agreement.
32. The existing buildings and structures within the Premises may contain asbestos containing material. The Tenant shall at his own expense conduct an asbestos investigation and submit an asbestos investigation report in accordance with section 69 of the Air Pollution Control Ordinance, and confirm the presence or absence of any asbestos containing material before any scavenging activities or works are carried out within the Premises. In case the presence of asbestos containing material is confirmed, the Tenant shall at his own expense engage asbestos professionals who are registered with the Environmental Protection Department to properly and timely remove the asbestos containing material from the Premises. The Government will accept no responsibility or liability for any injury, damage, nuisance or disturbance caused to or suffered by the Tenant and its staff, contractors, members, participants and any person by reason of using of the Premises and the presence of asbestos containing material (if any) and the Tenant hereby indemnifies and keep indemnified the Government from and against all liability, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the using of the Premises and the presence of asbestos containing material (if any).

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 executed this Agreement the day and year first above written.

May X  
Muy  
Yong Yoe  
Director  
Sealed with the Common  
the Tenant and signed by  
MUI KWONG LUNG  
ALPINDER  
DIRECTOR



Ms Peggy CHAN

Signed by the District Lands Officer,  
Yuen Long

in the presence of

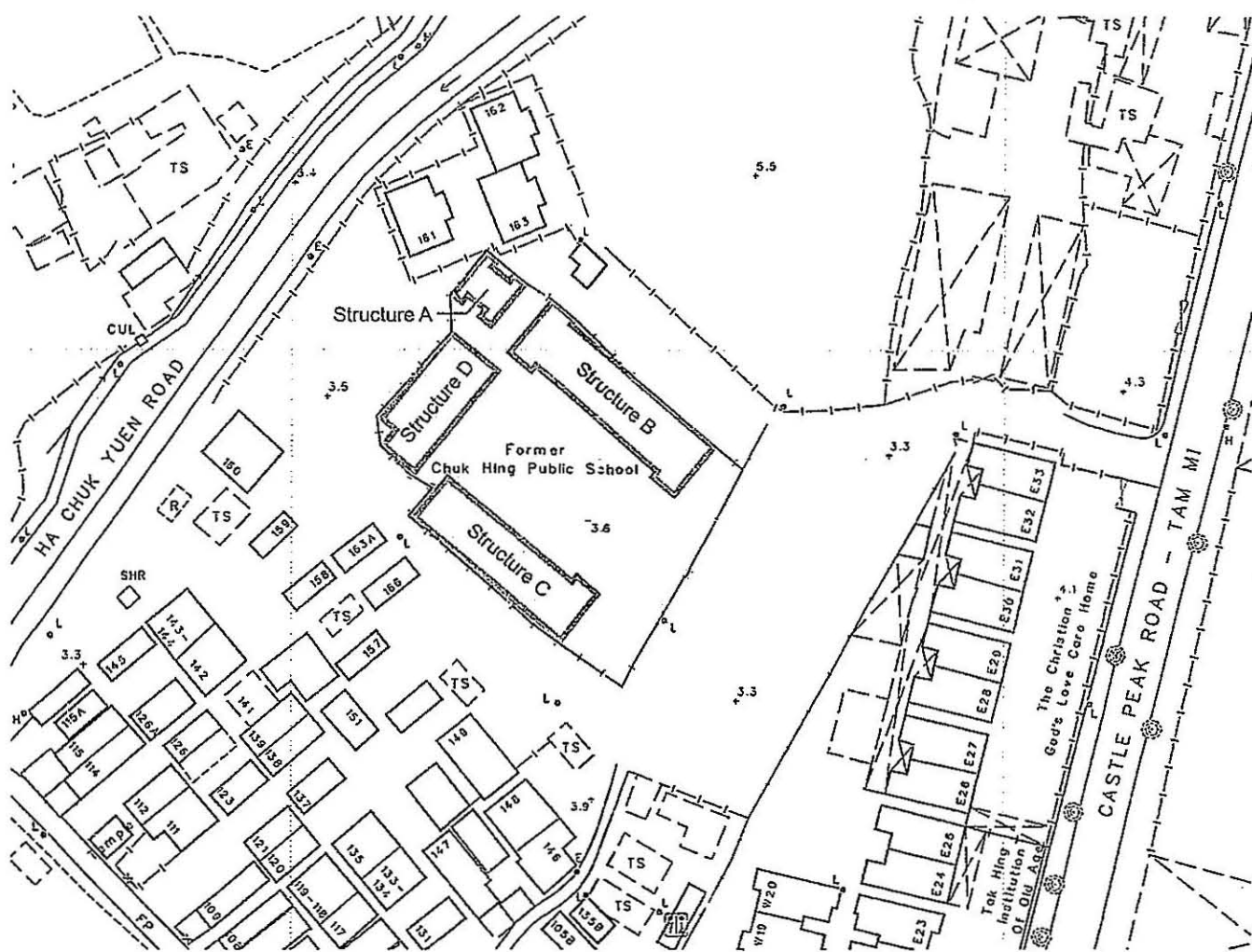
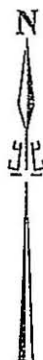
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in the presence of

FUNG Lai Foon  
.....  
Civil Servant,  
Lands Department

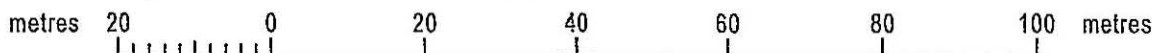
Witness Name : ~~SOET LAM~~ LAU WAI YEE  
Address : 7/F, 81 Tai Kung Road, Kowloon City

# SHORT TERM TENANCY No. 3203



COLOURED PINK AND PINK EDGED BLUE AREA 1 650 SQUARE METRES (ABOUT)

SCALE 1:1 000



## LOCATION



SCALE 1:20 000

## TENANCY AGREEMENT REFERS



FOR IDENTIFICATION PURPOSES ONLY



District Lands Office, Yuen Long  
Lands Department

Plan Prepared by District Survey Office, Yuen Long

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File No. DLOYL267/YAT/2019, DSO/YL/W/340/2019

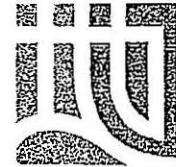
Survey Sheet No. 2-SE-16D

O.Z.P. No. -----

Reference Plan No. -----

PLAN No. YLM10391

DISTRICT LANDS OFFICE  
YUEN LONG  
LANDS DEPARTMENT



Choy Yee Mei  
Director



Seal of the Tenant and signature(s) and name(s)  
in block letters of its attesting officer(s)  
and description of their office(s)

DIRECTOR

MUI KWONG JUNG

ASSISTANT

Witness to the Seal of the Tenant  
and signature(s) and name(s)  
in block letters of its attesting officer(s)  
and description of their office(s)

~~JOEY~~ LAU WAI YEI

Ms Peggy CHAN

District Lands Officer, Yuen Long

FUNG Lai Foon

Witness to the Signature of  
District Lands Office, Yuen Long  
Civil Servant  
Lands Department

20 OCT 2020

Date

Dated 20<sup>th</sup> day of October, 2020

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TENANCY AGREEMENT

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No. : 3203

Rent : \$1.00 per annum (if demanded)

Term : For a term commencing from the 10<sup>th</sup> day of December 2019 to the 2<sup>nd</sup> day of August 2022 (both days inclusive) and thereafter quarterly until such time as this tenancy is determined.

Lands Department