

# INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

## 公共設施及公眾休憩用地的資料

### A. Facilities that are required under the land grant to be constructed and provided for the Government, or for public use.

#### 1. Footbridge Supports and Connections

Under Special Condition No. (14)(a) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director of Lands erect, provide and construct within the Lot the Footbridge Supports and Connections.

##### (I) Provisions of the land grant

Special Condition No. (14)(a) and (g) of the land grant:

(14)(a) The Purchaser shall within such time limit as specified under Special Condition No. (2) hereof at his own expense and in all respects to the satisfaction of the Director erect, provide and construct within the lot structural supports, connections, columns, openings and landings together with such escalators, lifts, ramps and stairways as may be required by the Director (which structural supports, connections, columns, openings and landings together with such escalators, lifts, ramps and stairways are hereinafter collectively referred to as “**the Footbridge Supports and Connections**”) for linking the lot with the proposed footbridge which shall have a minimum clear internal width of 8.5 metres and a minimum clear internal headroom of 2.3 metres and may be located at the approximate position as shown and marked “PROP. FB1” on the plan annexed hereto or at such other position as the Director in his sole discretion shall require (hereinafter referred to as “**the Proposed Footbridge**”).

(g) The Purchaser shall throughout the term hereby agreed to be granted at all times during the day and night and during the existence of the Proposed Footbridge and in compliance with any requirements which the Director may impose, permit the public for all lawful purposes freely and without payment of any nature whatsoever without any interruption to pass and repass on foot or by wheelchair the Footbridge Supports and Connections and to enter upon and pass and repass through such part or parts of the lot and any building or buildings erected or to be erected thereon as are necessary for the purpose of gaining access to and from the Proposed Footbridge or any replacement thereof referred to in sub-clause (j) of this Special Condition.

##### (II) Provisions of the DMC

“Footbridge Supports and Connections” means the structural supports, connections, columns, openings and landings together with such escalators, lifts, ramps and stairways as may be required by the Director for linking the Lot to the Proposed Footbridge erected, provided and constructed pursuant to Special Condition No.(14)(a) of the Conditions.

Clause 37(bk) and (bl) of Section 5 of the DMC:

37. The management of the Lot and the Development shall be undertaken by the Manager for an initial period of not exceeding two (2) years and shall continue until terminated as provided under Clause 10 of this Deed and each Owner hereby irrevocably APPOINTS the Manager as agent for all Owners in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed and to enforce and carry into effect all provisions of this Deed subject to the Building

Management Ordinance (Cap.344). In addition to the other powers expressly provided in this Deed, the Manager shall have authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot, the Development and the Covered Footbridge and the management thereof including in particular but without in any way limiting the generality of the foregoing :-

(bk) To upkeep, manage, maintain and repair the Footbridge Supports and Connections in good and substantial repair and condition pursuant to Special Condition No. (14)(c) of the Conditions;

(bl) At all time during the days and night and during the existence of the Proposed Footbridge and in compliance with any requirements which the Director may impose, permit the public for all lawful purposes freely and without payment of any nature whatsoever without any interruption to pass and repass on foot or by wheelchair the Footbridge Supports and Connections and to enter upon and pass and repass through such part or parts of the Lot and any building or buildings erected or to be erected thereon as are necessary for the purpose of gaining access to and from the Proposed Footbridge or any replacement thereof referred to in Special Condition No. (14)(j) of the Conditions.

Paragraph (e) of Part B of the Second Schedule of the DMC:

The following are the rights and privileges subject to which the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy his premises is held:-

(e) The right of members of the public, for all lawful purposes, at all times during the day and night freely and without payment of any nature whatsoever without any interruption to pass and repass on foot or by wheelchair the Footbridge Supports and Connections and to enter upon and pass and repass through such part or parts of the Lot and any building or buildings erected or to be erected thereon as are necessary for the purpose of gaining access to and from the Proposed Footbridge or any replacement thereof referred to in Special Condition No. (14)(j) of the Conditions in accordance with Special Condition No.(14)(g) of the Conditions.

Paragraph 48 of the Third Schedule of the DMC:

48. The Owners shall at all times during day and night and during the existence of the Proposed Footbridge and in compliance with any requirements which the Director may impose, permit the public for all lawful purposes freely and without payment of any nature whatsoever without any interruption to pass and repass on foot or by wheelchair the Footbridge Supports and Connections and to enter upon and pass and repass through such part or parts of the Lot and any building or buildings erected or to be erected thereon as are necessary for the purpose of gaining access to and from the Proposed Footbridge or any replacement thereof referred to in Special Condition No. (14)(j) of the Conditions. The Owners shall instruct the Manager to carry out the aforesaid according to provision of this Deed.

Plans showing the location of the Footbridge Supports and Connections as far as it is practicable to do so is appended hereto at the end of this section.

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### 2. Covered Footbridge

Under Special Condition No. (15)(a) of the land grant, the grantee shall when called upon to do so by the Director of Lands and within such time limit as shall be specified by the Director of Lands at the grantee's own expense and in such manner, with such materials and to such standards, levels, widths, alignment and design as the Director of Lands shall approve or require and in all respects to the satisfaction of the Director of Lands provide and construct the Covered Footbridge.

#### (I) Provisions of the land grant

Special Condition No. (15)(a) and (c) of the land grant:

(15)(a) The Purchaser shall when called upon to do so by the Director and within such time limit as shall be specified by the Director at the Purchaser's own expense in such manner, with such materials and to such standards, levels, widths, alignment and design as the Director shall approve or require and in all respects to the satisfaction of the Director provide and construct:

- (i) one single storey covered footbridge together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the said single storey covered footbridge) as shall be required or approved by the Director, in the position shown and marked "PROP. FB2" on the plan annexed hereto or in such other position as may be approved in writing by the Director connecting the lot and the building or buildings erected or to be erected thereon with the lot now known and registered

in the Land Registry as Tseung Kwan O Town Lot No. 72 and the building or buildings erected thereon at the footbridge supports and connections provided therein, and the said single storey covered footbridge shall have a minimum clear internal width of 8 metres and shall be at a level with a clear headroom of 5.1 metres from and above the street level or at such other levels as may be approved in writing by the Director; and

- (ii) such internal and external fittings and fixtures, lighting fittings, supports, ramps, associated staircases and landings, escalators, lifts and facilities for disabled persons and such other structures or facilities as the Director in his sole discretion may require (all the aforesaid fittings, structures and facilities are hereinafter collectively referred to as "the said facilities")

which said single storey covered footbridge together with all supports and connections and the said facilities are hereinafter collectively referred to as "the Covered Footbridge", so that pedestrian passage may be carried on along the Covered Footbridge and pedestrian may have access to and from the Covered Footbridge and the footpath, pavement or public area at street level adjacent to the lot. For the purposes of these Conditions, the decision of the Director as to what constitutes the street level shall be final and binding upon the Purchaser.

- (c)(i) The Covered Footbridge shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.

- (ii) The Purchaser shall not use or permit or suffer to be used any part of the Covered Footbridge either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.

- (iii) The Purchaser shall not do or permit or suffer to be done in the Covered Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

- (iv) The Purchaser shall at all times during the day and night throughout the period during the existence of the Covered Footbridge open the said facilities and permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge.

#### (II) Provisions of the DMC

"Covered Footbridge" means the single storey covered footbridge together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the Covered Footbridge) and such internal and external fittings and fixtures, lightings, fittings, supports, ramps, associated staircases and landings, escalators, lifts and facilities for disabled

persons and such other structures or facilities as the Director in his sole discretion may require (all the aforesaid fittings, structures and facilities are collectively referred to as "the Facilities") provided and constructed pursuant to Special Condition No.(15)(a)(i) and (ii) of the Conditions, connecting the Lot and the building or buildings erected or to be erected thereon and the lot now known and registered in the Land Registry as Tseung Kwan O Town Lot No. 72 and the building or buildings erected thereon.

Clause 37(bg), (bh), (bi) and (bj) of Section 5 of the DMC:

37. The management of the Lot and the Development shall be undertaken by the Manager for an initial period of not exceeding two (2) years and shall continue until terminated as provided under Clause 10 of this Deed and each Owner hereby irrevocably APPOINTS the Manager as agent for all Owners in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed and to enforce and carry into effect all provisions of this Deed subject to the Building Management Ordinance (Cap.344). In addition to the other powers expressly provided in this Deed, the Manager shall have authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot, the Development and the Covered Footbridge and the management thereof including in particular but without in any way limiting the generality of the foregoing :-

- (bg) To maintain the Covered Footbridge in good and substantial repair and condition to the satisfaction of the Director pursuant to Special Condition Nos.(15)(b) of the Conditions;



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(bh) Throughout the period during the Covered Footbridge is in existence to open the Covered Footbridge and to permit all members of the public at all times during day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge;

(bi) To prohibit the use or permit or suffered to be used the Covered Footbridge (i) for any purpose other than for the passage of all members of the public on foot or by wheelchair, or (ii) either externally or internally for advertising or for the display of any signs notices or posters whatsoever unless otherwise approved or required by the Director;

(bj) To prohibit anything to be done in the Covered Footbridge that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person passing under the Covered Footbridge or to any owner or occupier of any adjacent or neighbouring lots or premises;

Clause 74 of Section 10 of the DMC:

74. Notwithstanding anything herein contained, the Covered Footbridge or such portion or portions thereof, when constructed, shall be deemed to be included under the definition of Development Common Areas and Facilities herein and this Deed shall be read, construed and interpreted throughout as though the Covered Footbridge or such portion or portions thereof form part of the Development Common Areas and Facilities and to the effect that the Owners shall be responsible for the

costs and expenses for the management maintenance and repair of the same as if they were part of the Development Common Areas and Facilities.

Paragraph (f) of Part B of the Second Schedule of the DMC:

The following are the rights and privileges subject to which the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy his premises is held:-

(f) The right of members of the public, for all lawful purposes, during the day and night freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge in accordance with Special Condition No.(15)(c)(iv) of the Conditions.

Paragraphs 43, 45 and 46 of the Third Schedule of the DMC:

43. The Owners shall when called upon to do so by the Director and within such time limit as shall be specified by the Director at the Owners' own expenses in such manner, with such materials and to such standards, levels, widths, alignment and design as the Director shall approve or require and in all respects to the satisfaction of the Director provide and construct the Covered Footbridge, so that pedestrian passage may be carried on along the Covered Footbridge and pedestrian may have access to and from the Covered Footbridge and the footpath, pavement or public area at street level adjacent to the Lot.

45. The Owners shall not use or permit or suffered to be used the Covered Footbridge (i) for any purpose other than for the passage of all members of the public on foot or by wheelchair, or (ii) either

externally or internally for advertising or for the display of any signs notices or posters whatsoever unless otherwise approved or required by the Director. The Owners shall not do or permit or suffer to be done in the Covered Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge or to any owner or occupier of any adjacent or neighbouring lots or premises. The Owners shall instruct the Manager to carry out the aforesaid according to provision of this Deed.

46. The Owners shall at all times during day and night throughout the period during which the Covered Footbridge is in existence keep the Covered Footbridge open and permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge. The Owners shall instruct the Manager to carry out the aforesaid according to provision of this Deed.

Plans showing the location of the Covered Footbridge as far as it is practicable to do so is appended hereto at the end of this section.

### 3. Pedestrian Walkways

Under Special Condition No. (16)(a) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director of Lands provide, manage and maintain within the Lot and any building or buildings erected or to be erected thereon the Pedestrian Walkways.

#### (I) Provisions of the land grant

Special Condition No. (16)(a) and (b) of the land grant:

(16)(a) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director provide, manage and maintain within the lot and any building or buildings erected or to be erected thereon the following two pedestrian walkways (each pedestrian walkway shall comprise such escalators, lifts, staircases and landings, ramps, facilities for disabled persons and such other structures or facilities as may be approved or required by the Director), at such positions and to such standards, levels, alignments and designs as the Director shall require or approve:

(i) one pedestrian walkway shall have a clear internal width of not less than 6 metres and not more than 10 metres and shall link up the Covered Footbridge and the footpath, pavement or public area at street level adjacent to the lot; and

(ii) another pedestrian walkway shall be of such width as required or approved by the Director and shall follow the shortest possible routes so as to link up the Proposed Footbridge and the Covered Footbridge.

The said two pedestrian walkways are hereinafter collectively referred to as "the Pedestrian Walkways".

(b) The Purchaser shall throughout the term hereby agreed to be granted at all times during the existence of the Pedestrian Walkways and in compliance with any requirements which the Director may impose keep the Pedestrian Walkways open for the use by all members of the public 24 hours a day on foot

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or by wheelchair for all lawful purposes free of charge and without any interruption.

### (II) Provisions of the DMC

“Pedestrian Walkways” means the pedestrian walkways comprising such escalators, lifts, staircases and landings, ramps, facilities for disabled persons and such other structures or facilities as may be approved or required by the Director provided, managed and maintained pursuant to Special Condition No.(16)(a)(i) and (ii) of the Conditions, which are (insofar as they are capable of being shown on plans) for the purposes of identification only shown coloured Orange Hatched Black on the ground floor plan, first floor plan and first floor upper part plan certified by Authorized Person and annexed hereto.

Clause 37(bm) and (bn) of Section 5 of the DMC:

37. The management of the Lot and the Development shall be undertaken by the Manager for an initial period of not exceeding two (2) years and shall continue until terminated as provided under Clause 10 of this Deed and each Owner hereby irrevocably APPOINTS the Manager as agent for all Owners in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed and to enforce and carry into effect all provisions of this Deed subject to the Building Management Ordinance (Cap.344). In addition to the other powers expressly provided in this Deed, the Manager shall have authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot, the Development and the Covered Footbridge and the management thereof including in particular but without in any way limiting the generality of the foregoing :-

(bm) To manage and maintain the Pedestrian Walkways in all respects to the satisfaction of the Director pursuant to Special Condition No. (16)(a) of the Conditions;

(bn) At all times during the existence of Pedestrian Walkways and in compliance with any requirements which the Director may impose keep the Pedestrian Walkways open for use by all members of the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge and without any interruption.

Paragraph (g) of Part B of the Second Schedule of the DMC:

The following are the rights and privileges subject to which the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy his premises is held:-

(g) The right of members of the public, for all lawful purposes, 24 hours a day to use the Pedestrian Walkways on foot or by wheelchair free of charge and without any interruption in accordance with Special Condition No.(16)(b) of the Conditions.

Paragraph 50 of the Third Schedule of the DMC:

50. The Owners shall at all times during the existence of Pedestrian Walkways and in compliance with any requirements which the Director may impose keep the Pedestrian Walkways open for use by all members of the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge and without any interruption. The Owners shall instruct the Manager to carry out the aforesaid according to provision of this Deed.

Plan showing the location of the Pedestrian Walkways as far as it is practicable to do so is appended hereto at the end of this section.

### B. Facilities that are required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the development.

#### 1. Footbridge Supports and Connections

Under Special Condition No. (14)(c) of the land grant, the grantee shall throughout the term of the land grant at his own expense and in all respects to the satisfaction of the Director upkeep, manage, maintain and repair the Footbridge Supports and Connections in good and substantial repair and condition.

#### (I) Provision of the land grant

Special Condition No. (14)(c) and (g) of the land grant:

(14)(c) The Purchaser shall throughout the term hereby agreed to be granted at his own expense and in all respects to the satisfaction of the Director upkeep, manage, maintain and repair the Footbridge Supports and Connections in good and substantial repair and condition.

(g) The Purchaser shall throughout the term hereby agreed to be granted at all times during the day and night and during the existence of the Proposed Footbridge and in compliance with any requirements which the Director may impose, permit the public for all lawful purposes freely and without payment of any nature whatsoever without any interruption to pass and repass on foot or by wheelchair the Footbridge Supports and Connections and to enter upon and pass and repass through such part or parts of the lot and any building or buildings erected

or to be erected thereon as are necessary for the purpose of gaining access to and from the Proposed Footbridge or any replacement thereof referred to in sub-clause (j) of this Special Condition.

### (II) Provisions of the DMC

“Footbridge Supports and Connections” means the structural supports, connections, columns, openings and landings together with such escalators, lifts, ramps and stairways as may be required by the Director for linking the Lot to the Proposed Footbridge erected, provided and constructed pursuant to Special Condition No.(14)(a) of the Conditions.

Clause 37(bk) and (bl) of Section 5 of the DMC:

37. The management of the Lot and the Development shall be undertaken by the Manager for an initial period of not exceeding two (2) years and shall continue until terminated as provided under Clause 10 of this Deed and each Owner hereby irrevocably APPOINTS the Manager as agent for all Owners in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed and to enforce and carry into effect all provisions of this Deed subject to the Building Management Ordinance (Cap.344). In addition to the other powers expressly provided in this Deed, the Manager shall have authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot, the Development and the Covered Footbridge and the management thereof including in particular but without in any way limiting the generality of the foregoing :-

(bk) To upkeep, manage, maintain and repair the Footbridge Supports and Connections in good and substantial



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repair and condition pursuant to Special Condition No. (14)(c) of the Conditions;

- (bl) At all time during the days and night and during the existence of the Proposed Footbridge and in compliance with any requirements which the Director may impose, permit the public for all lawful purposes freely and without payment of any nature whatsoever without any interruption to pass and repass on foot or by wheelchair the Footbridge Supports and Connections and to enter upon and pass and repass through such part or parts of the Lot and any building or buildings erected or to be erected thereon as are necessary for the purpose of gaining access to and from the Proposed Footbridge or any replacement thereof referred to in Special Condition No. (14)(j) of the Conditions.

Paragraph (e) of Part B of the Second Schedule of the DMC:

The following are the rights and privileges subject to which the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy his premises is held:-

- (e) The right of members of the public, for all lawful purposes, at all times during the day and night freely and without payment of any nature whatsoever without any interruption to pass and repass on foot or by wheelchair the Footbridge Supports and Connections and to enter upon and pass and repass through such part or parts of the Lot and any building or buildings erected or to be erected thereon as are necessary for the purpose of gaining access to and from the Proposed Footbridge or any replacement thereof referred to in

Special Condition No. (14)(j) of the Conditions in accordance with Special Condition No.(14)(g) of the Conditions.

Paragraphs 47 and 48 of the Third Schedule of the DMC:

47. The Owners shall at all times and at their own expense and in all respects to the satisfaction of the Director upkeep, manage, maintain and repair the Footbridge Supports and Connections in good and substantial repair and condition pursuant to Special Condition No.(14)(c) of the Conditions. The Owners shall instruct the Manager to carry out the aforesaid according to provision of this Deed.
48. The Owners shall at all times during day and night and during the existence of the Proposed Footbridge and in compliance with any requirements which the Director may impose, permit the public for all lawful purposes freely and without payment of any nature whatsoever without any interruption to pass and repass on foot or by wheelchair the Footbridge Supports and Connections and to enter upon and pass and repass through such part or parts of the Lot and any building or buildings erected or to be erected thereon as are necessary for the purpose of gaining access to and from the Proposed Footbridge or any replacement thereof referred to in Special Condition No. (14)(j) of the Conditions. The Owners shall instruct the Manager to carry out the aforesaid according to provision of this Deed.

Plans showing the location of the Footbridge Supports and Connections as far as it is practicable to do so is appended hereto at the end of this section.

## 2. Covered Footbridge

Under Special Condition No. (15)(b) of the land grant, the grantee shall at his own expense upkeep, manage, maintain and repair the Covered Footbridge in good and substantial repair and condition in all respects to the satisfaction of the Director of Lands.

### (I) Provisions of the land grant

Special Condition No. (15)(b) and (c) of the land grant:

- (15)(b) Throughout the term hereby agreed to be granted, the Purchaser shall at his own expense upkeep, manage, maintain and repair the Covered Footbridge in good and substantial repair and condition in all respects to the satisfaction of the Director.

- (c) (i) The Covered Footbridge shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.
- (ii) The Purchaser shall not use or permit or suffer to be used any part of the Covered Footbridge either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.
- (iii) The Purchaser shall not do or permit or suffer to be done in the Covered Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

- (iv) The Purchaser shall at all times during the day and night throughout the period during the existence of the Covered Footbridge open the said facilities and permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge.

### (II) Provisions of the DMC

“Covered Footbridge” means the single storey covered footbridge together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the Covered Footbridge) and such internal and external fittings and fixtures, lightings, fittings, supports, ramps, associated staircases and landings, escalators, lifts and facilities for disabled persons and such other structures or facilities as the Director in his sole discretion may require (all the aforesaid fittings, structures and facilities are collectively referred to as “the Facilities”) provided and constructed pursuant to Special Condition No.(15)(a)(i) and (ii) of the Conditions, connecting the Lot and the building or buildings erected or to be erected thereon and the lot now known and registered in the Land Registry as Tseung Kwan O Town Lot No. 72 and the building or buildings erected thereon.

Clause 37(bg), (bh), (bi) and (bj) of Section 5 of the DMC:

37. The management of the Lot and the Development shall be undertaken by the Manager for an initial period of not exceeding two (2) years and shall continue until terminated as provided under Clause 10 of this Deed and each

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Owner hereby irrevocably APPOINTS the Manager as agent for all Owners in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed and to enforce and carry into effect all provisions of this Deed subject to the Building Management Ordinance (Cap.344). In addition to the other powers expressly provided in this Deed, the Manager shall have authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot, the Development and the Covered Footbridge and the management thereof including in particular but without in any way limiting the generality of the foregoing :-

(bg) To maintain the Covered Footbridge in good and substantial repair and condition to the satisfaction of the Director pursuant to Special Condition Nos.(15)(b) of the Conditions;

(bh) Throughout the period during the Covered Footbridge is in existence to open the Covered Footbridge and to permit all members of the public at all times during day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge;

(bi) To prohibit the use or permit or suffered to be used the Covered Footbridge (i) for any purpose other than for the passage of all members of the public on foot or by wheelchair, or (ii) either externally or internally for advertising or for the display

of any signs notices or posters whatsoever unless otherwise approved or required by the Director;

(bj) To prohibit anything to be done in the Covered Footbridge that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person passing under the Covered Footbridge or to any owner or occupier of any adjacent or neighbouring lots or premises;

Clause 74 of Section 10 of the DMC:

74. Notwithstanding anything herein contained, the Covered Footbridge or such portion or portions thereof, when constructed, shall be deemed to be included under the definition of Development Common Areas and Facilities herein and this Deed shall be read, construed and interpreted throughout as though the Covered Footbridge or such portion or portions thereof form part of the Development Common Areas and Facilities and to the effect that the Owners shall be responsible for the costs and expenses for the management maintenance and repair of the same as if they were part of the Development Common Areas and Facilities.

Paragraph (f) of Part B of the Second Schedule of the DMC:

The following are the rights and privileges subject to which the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy his premises is held:-

(f) The right of members of the public, for all lawful purposes, during the day and night freely and without payment of any

nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge in accordance with Special Condition No.(15)(c)(iv) of the Conditions.

Paragraphs 43-46 of the Third Schedule of the DMC:

43. The Owners shall when called upon to do so by the Director and within such time limit as shall be specified by the Director at the Owners' own expenses in such manner, with such materials and to such standards, levels, widths, alignment and design as the Director shall approve or require and in all respects to the satisfaction of the Director provide and construct the Covered Footbridge, so that pedestrian passage may be carried on along the Covered Footbridge and pedestrian may have access to and from the Covered Footbridge and the footpath, pavement or public area at street level adjacent to the Lot.

44. The Owners shall at all times and at their own expense upkeep, manage, repair and maintain the Covered Footbridge in good and substantial repair and condition in all respects to the satisfaction of the Director pursuant to Special Condition No.(15)(b) of the Conditions. The Owners shall instruct the Manager to carry out the aforesaid according to provision of this Deed.

45. The Owners shall not use or permit or suffered to be used the Covered Footbridge (i) for any purpose other than for the passage of all members of the public on foot or by wheelchair, or (ii) either externally or internally for advertising or for the display of any signs notices or posters whatsoever unless otherwise approved or required by the Director. The Owners shall not

do or permit or suffer to be done in the Covered Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge or to any owner or occupier of any adjacent or neighbouring lots or premises. The Owners shall instruct the Manager to carry out the aforesaid according to provision of this Deed.

46. The Owners shall at all times during day and night throughout the period during which the Covered Footbridge is in existence keep the Covered Footbridge open and permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge. The Owners shall instruct the Manager to carry out the aforesaid according to provision of this Deed.

Plans showing the location of the Covered Footbridge as far as it is practicable to do so is appended hereto at the end of this section.

### 3. Pedestrian Walkways

Under Special Condition No. (16)(a) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director of Lands provide, manage and maintain within the Lot and any building or buildings erected or to be erected thereon the Pedestrian Walkways.

#### (I) Provisions of the land grant

Special Condition No. (16)(a) and (b) of the land grant:

(16)(a) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director provide, manage and maintain within the lot



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## 公共設施及公眾休憩用地的資料

and any building or buildings erected or to be erected thereon the following two pedestrian walkways (each pedestrian walkway shall comprise such escalators, lifts, staircases and landings, ramps, facilities for disabled persons and such other structures or facilities as may be approved or required by the Director), at such positions and to such standards, levels, alignments and designs as the Director shall require or approve:

- (i) one pedestrian walkway shall have a clear internal width of not less than 6 metres and not more than 10 metres and shall link up the Covered Footbridge and the footpath, pavement or public area at street level adjacent to the lot; and
- (ii) another pedestrian walkway shall be of such width as required or approved by the Director and shall follow the shortest possible routes so as to link up the Proposed Footbridge and the Covered Footbridge.

The said two pedestrian walkways are hereinafter collectively referred to as “the Pedestrian Walkways”.

- (b) The Purchaser shall throughout the term hereby agreed to be granted at all times during the existence of the Pedestrian Walkways and in compliance with any requirements which the Director may impose keep the Pedestrian Walkways open for the use by all members of the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge and without any interruption.

### (II) Provisions of the DMC

“Pedestrian Walkways” means the pedestrian walkways comprising such escalators, lifts, staircases and landings, ramps, facilities for disabled persons and such other structures or facilities as may be approved or required by the Director provided, managed and maintained pursuant to Special Condition No.(16)(a)(i) and (ii) of the Conditions, which are (insofar as they are capable of being shown on plans) for the purposes of identification only shown coloured Orange Hatched Black on the ground floor plan, first floor plan and first floor upper part plan certified by Authorized Person and annexed hereto.

Clause 37(bm) and (bn) of Section 5 of the DMC:

37. The management of the Lot and the Development shall be undertaken by the Manager for an initial period of not exceeding two (2) years and shall continue until terminated as provided under Clause 10 of this Deed and each Owner hereby irrevocably APPOINTS the Manager as agent for all Owners in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed and to enforce and carry into effect all provisions of this Deed subject to the Building Management Ordinance (Cap.344). In addition to the other powers expressly provided in this Deed, the Manager shall have authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot, the Development and the Covered Footbridge and the management thereof including in particular but without in any way limiting the generality of the foregoing :-

(bm) To manage and maintain the Pedestrian Walkways in all respects to the satisfaction of the Director pursuant to Special Condition No. (16)(a) of the Conditions;

(bn) At all times during the existence of Pedestrian Walkways and in compliance with any requirements which the Director may impose keep the Pedestrian Walkways open for use by all members of the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge and without any interruption.

Paragraph (g) of Part B of the Second Schedule of the DMC:

The following are the rights and privileges subject to which the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy his premises is held:-

(g) The right of members of the public, for all lawful purposes, 24 hours a day to use the Pedestrian Walkways on foot or by wheelchair free of charge and without any interruption in accordance with Special Condition No.(16)(b) of the Conditions.

Paragraphs 49 and 50 of the Third Schedule of the DMC:

49. The Owners shall at their own expense and in all respects to the satisfaction of the Director manage and maintain the Pedestrian Walkways pursuant to Special Condition No.(16)(a) of the Conditions. The Owners shall instruct the Manager to carry out the aforesaid according to provision of this Deed.

50. The Owners shall at all times during the existence of Pedestrian Walkways and in compliance with any requirements which the Director may impose keep the

Pedestrian Walkways open for use by all members of the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge and without any interruption. The Owners shall instruct the Manager to carry out the aforesaid according to provision of this Deed.

Plan showing the location of the Pedestrian Walkways as far as it is practicable to do so is appended hereto at the end of this section.

In relation to any of those facilities mentioned in paragraph B above, the facilities are required to be managed, operated or maintained at the expense of the owners of the residential properties in the Development, and those owners are required to meet a proportion of the expense of managing, operating or maintaining the facilities through the management expenses apportioned to the residential properties concerned.

**C. Open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the development.**

Not applicable.

**D. Any part of the land (on which the development is situated) that is dedicated to the public for the purposes of section 22(1) of the Building (Planning) Regulations (Cap. 123 sub. leg. F).**

Not applicable.

In relation to any of those facilities, and those parts of the land, mentioned in paragraphs A, B, C and D above that are for public use, the general public has the right to use the facilities, or the parts of the land, in accordance with the land grant.

# INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

## 公共設施及公眾休憩用地的資料

### A. 根據批地文件規定須興建並提供予政府或供公眾使用的設施

#### 1. 行人天橋承托物和接駁處

批地文件特別條款第(14)(a)條規定，承批人須自費在該地段內興建、提供和建造行人天橋承托物和接駁處，以達至地政總署署長在各方面滿意程度。

##### (I) 批地文件的條文

批地文件特別條款第(14)(a)及(g)條：

(14)(a) 買方須於批地文件特別條款第(2)條規定的期限內自費在該地段內興建、提供和建造結構性承托物、接駁處、樁柱、開口位及梯台連同署長要求的扶手電梯、升降機、斜道和樓梯(該等結構性承托物、接駁處、樁柱、開口位及梯台連同扶手電梯、升降機、斜道和樓梯以下統稱「**行人天橋承托物和接駁處**」)以達至署長在各方面滿意程度，以連接該地段至擬建的行人天橋，其最低室內淨闊度須為8.5米，而最低室內淨空高度須為2.3米，其大約位置在附錄於批地文件的圖則上以「PROP. FB1」顯示及標示，或署長單獨酌情要求的其他位置(下稱「**擬建的行人天橋**」)。

(g) 在批地文件約定的批租年期內，買方須於擬建的行人天橋存在期間及在符合署長所訂的任何規定下，在白天及晚上所有時間准許公眾人士為所有合法目的自由地、免繳任何性質的費用及不受任何干擾下在必要時徒步或坐輪椅往復經過行人天橋承托物和接駁處，以及進入、往復經過及通過該地段任何

部分及該地段上已建或擬建的任何一或多座建築物，以便往返擬建的行人天橋或本特別條款(j)款所指的任何代替品。

##### (II) 公契的條文

「行人天橋承托物和接駁處」指根據批地文件特別條款第(14)(a)條興建、提供和建造的結構性承托物、接駁處、樁柱、開口位及梯台連同署長要求的扶手電梯、升降機、斜道和樓梯，以連接該地段至擬建的行人天橋。

公契第5章第37(bk)及(bl)條：

37. 管理人須負責該地段及發展項目的管理，其首任任期不多於兩年，並在其後續任直至根據本公契第10條的規定終止為止。每名業主特此不可撤銷地委託管理人作為全體業主的代理人，按本公契的條文獲正式授權處理有關公用地方及設施的任何事項以及執行和實施本公契所有條文，但須受《建築物管理條例》(第344章)的規限。除本公契明文規定的其他權力外，管理人有權作出涉及該地段、發展項目及有蓋行人天橋及其管理的一切必要或適當的行為及事情，尤其是在任何方面不限制上述一般適用範圍下，包括：-

(bk) 根據批地文件特別條款第(14)(c)條的規定，維護、管理、保養和維修行人天橋承托物和接駁處，使其保持良好狀況及修葺妥善；

(bl) 於擬建的行人天橋存在期間及在符合署長所訂的任何規定下，在白天及晚上所有時間准許公眾人士為所有合法目的自由地、免繳任何性質的費用及不受任何干擾下

在必要時徒步或坐輪椅往復經過行人天橋承托物和接駁處，以及進入、往復經過及通過該地段任何部分及該地段上已建或擬建的任何一或多座建築物，以便往返擬建的行人天橋或批地文件特別條款第(14)(j)條所指的任何代替品。

公契第二附表B部分第(e)段：

持有每份不可分割份數及有權獨家持有、使用、佔用和享用其單位的業主受以下權利及特權規限：-

(e) 根據批地文件特別條款第(14)(g)條的規定，公眾人士有權在白天及晚上所有時間為所有合法目的自由地、免繳任何性質的費用及不受任何干擾下在必要時徒步或坐輪椅往復經過行人天橋承托物和接駁處，以及進入、往復經過及通過該地段任何部分及該地段上已建或擬建的任何一或多座建築物，以便往返擬建的行人天橋或批地文件特別條款第(14)(j)條所指的任何代替品。

公契第三附表第48段：

48. 業主須於擬建的行人天橋存在期間及在符合署長所訂的任何規定下，在白天及晚上所有時間准許公眾人士為所有合法目的自由地、免繳任何性質的費用及不受任何干擾下在必要時徒步或坐輪椅往復經過行人天橋承托物和接駁處，以及進入、往復經過及通過該地段任何部分及該地段上已建或擬建的任何一或多座建築物，以便往返擬建的行人天橋或批地文件特別條款第(14)(j)條所指的任何代替品。業主須指示管理人根據本公契的條文執行上述規定。

顯示行人天橋承托物和接駁處位置(在切實可行的情況下)的圖在本章後部附上。

#### 2. 有蓋行人天橋

批地文件特別條款第(15)(a)條規定，如地政總署署長提出要求，承批人須於地政總署署長規定的時限內，自費按照地政總署署長批准或要求的方式，以其批准或要求的材料、標準、水平、闊度、準線及設計提供及建造有蓋行人天橋，以達至地政總署署長在各方面滿意程度。

##### (I) 批地文件的條文

批地文件特別條款第(15)(a)及(c)條：

(15)(a) 如署長提出要求，買方須於署長規定的時限內自費按照署長批准或要求的方式，以其批准或要求的材料、標準、水平、闊度、準線及設計：

(i) 在附錄於批地文件的圖則上以「PROP. FB2」顯示及標示的位置或署長書面批准的其他位置提供及建造一條單層有蓋行人天橋連同署長要求或批准的所有承托物及接駁處(包括署長絕對酌情決定下認為該單層有蓋行人天橋未來任何擴建所需的任何承托物及接駁處)，以便將該地段及其上已建或擬建的一或多座建築物接駁至目前稱為及在土地註冊處登記為將軍澳市地段第72號的地段及其上已建或擬建的一或多座建築物所提供的行人天橋承托物和接駁處。該條單層有蓋行人天橋的最低室內淨闊度須為8米，而其淨空高度須為街道地面或署長書面批准的其他水平之上5.1米；及



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- (ii) 提供及建造內部及外部裝置及固定附著物、照明裝置、承托物、斜道、相關樓梯及梯台、扶手電梯、升降機、供傷殘人士使用的設施及署長單獨酌情要求的其他構築物或設施（所有該等裝置、承托物及設施以下統稱「所述設施」）

以達至署長在各方面滿意程度，該條單層有蓋行人天橋連同所有承托物、接駁處及所述設施以下統稱「有蓋行人天橋」，以便行人通行有蓋行人天橋及可以從有蓋行人天橋往返毗鄰該地段在街道地面的行人道、行人路或公眾地方。就批地文件而言，署長就如何構成街道地面作出的決定為最終局並對買方具有約束力。

- (c)(i) 除作為所有公眾人士徒步或坐輪椅通過的用途外，有蓋行人天橋不得作任何其他用途。

- (ii) 除非已獲署長批准或要求，買方不得使用或允許或容許他人使用有蓋行人天橋任何部分(不論外部或內部)作廣告用途或用作展示任何招牌、通告或海報。

- (iii) 買方不得在有蓋行人天橋作出或允許或容許他人作出任何事宜，以致可能或已經對任何在有蓋行人天橋之下通過的人士或車輛或任何毗鄰或鄰近地段或處所任何業主或佔用人造成滋擾、騷擾、不便或損害。

- (iv) 買方須於有蓋行人天橋存在的整段期間，在白天及晚上所有時間開放所述設施及容許所有公眾人士為所有合法目的自由地及免繳任何性質的費用下，徒步或坐輪椅往復通過、途經、通過、越過或上落有蓋行人天橋。

### (II) 公契的條文

「有蓋行人天橋」指根據批地文件特別條款第(15)(a)(i)及(ii)條提供及建造的一條單層有蓋行人天橋連同所有承托物及接駁處(包括署長絕對酌情決定下認為有蓋行人天橋未來任何擴建所需的任何承托物及接駁處)，以及內部及外部裝置及固定附著物、照明、裝置、承托物、斜道、相關樓梯及梯台、扶手電梯、升降機、供傷殘人士使用的設施及署長單獨酌情要求的其他構築物或設施(所有該等裝置、承托物及設施以下統稱「所述設施」)，以便將該地段及該地段上已建或擬建的一或多座建築物接駁至目前稱為及在土地註冊處登記為將軍澳市地段第72號的地段及其上已建或擬建的一或多座建築物。

公契第5章第 37(bg)、(bh)、(bi) 及 (bj) 條：

37. 管理人須負責該地段及發展項目的管理，其首任任期不多於兩年，並在其後續任直至根據本公契第10條的規定終止為止。每名業主特此不可撤銷地委託管理人作為全體業主的代理人，按本公契的條文獲正式授權處理有關公用地方及設施的任何事項以及執行和實施本公契所有條文，但須受《建築物管理條例》(第344章)的規限。除本公契明文規定的其他權力外，管理人有權作出涉及該地段、發展項目及有蓋行人天橋及其管理的一切必要或適當的行為及事

情，尤其是在任何方面不限制上述一般適用範圍下，包括：-

- (bg) 根據批地文件特別條款第(15)(b)條的規定管理有蓋行人天橋，使其保持修葺良好堅固和狀況良好的狀態，以達至署長滿意程度；

- (bh) 於有蓋行人天橋存在的整段期間，在白天及晚上所有時間開放有蓋行人天橋及容許所有公眾人士為所有合法目的自由地及免繳任何性質的費用下，徒步或坐輪椅往復通過、途經、通過、越過或上落有蓋行人天橋；

- (bi) 不得使用或允許或容許他人使用有蓋行人天橋(i)作為所有公眾人士徒步或坐輪椅通過以外的任何其他用途，或(ii)將其外部或內部作廣告用途或用作展示任何招牌、通告或海報，除非已獲署長批准或要求；

- (bj) 不得在有蓋行人天橋作出或允許或容許他人作出任何事宜，以致可能或已經對任何在有蓋行人天橋之下通過的人士或車輛或任何毗鄰或鄰近地段或處所任何業主或佔用人造成滋擾、騷擾、不便或損害；

公契第10章第74條：

74. 即使本公契載有任何規定，有蓋行人天橋或其任何部分落成後須當作包括在本公契的發展項目公用地方及設施的定義內，而本公契須整份理解、解釋及詮釋為有蓋行人天橋或其任何部分猶如構成發展項目公用地方及設施之一部分，而業主須負責其管理、保養及維

修的費用及支出，猶如其為發展項目公用地方及設施之一部分。

公契第二附表B部分第(f)段：

持有每份不可分割份數及有權獨家持有、使用、佔用和享用其單位的業主受以下權利及特權規限：-

- (f) 根據批地文件特別條款第(15)(c)(iv)條的規定，公眾人士有權在白天及晚上為所有合法目的自由地及免繳任何性質的費用下，徒步或坐輪椅往復通過、途經、通過、越過或上落有蓋行人天橋。

公契第三附表第43、45及46段：

43. 如署長提出要求，業主須於署長規定的時限內自費按照署長批准或要求的方式，以其批准或要求的材料、標準、水平、闊度、準線及設計提供及建造有蓋行人天橋，以達至署長在各方面滿意程度，以便行人通行有蓋行人天橋及可以從有蓋行人天橋往返毗鄰該地段在街道地面的行人道、行人路或公眾地方。

45. 業主不得使用或允許或容許他人使用有蓋行人天橋(i)作為所有公眾人士徒步或坐輪椅通過以外的任何其他用途，或(ii)將其外部或內部作廣告用途或用作展示任何招牌、通告或海報，除非已獲署長批准或要求。業主不得在有蓋行人天橋作出或允許或容許他人作出任何事宜，以致可能或已經對任何在有蓋行人天橋之下通過的人士或車輛或任何毗鄰或鄰近地段或處所任何業主或佔用人造成滋擾、騷擾、不便或損害。業主須指示管理人根據本公契的條文執行上述規定。

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46. 業主須於有蓋行人天橋存在的整段期間，在白天及晚上所有時間開放有蓋行人天橋及容許所有公眾人士為所有合法目的自由地及免繳任何性質的費用下，徒步或坐輪椅往復通過、途經、通過、越過或上落有蓋行人天橋。業主須指示管理人根據本公契的條文執行上述規定。

顯示有蓋行人天橋位置(在切實可行的情況下)的圖在本章後部附上。

### 3. 行人通道

批地文件特別條款第(16)(a)條規定，承批人須自費在該地段及該地段已建或擬建的任何一或多座建築物內提供、管理及保養行人通道，以達至地政總署署長在各方面滿意程度。

#### (I) 批地文件的條文

批地文件特別條款第(16)(a)及(b)條：

(16)(a) 買方須自費在署長要求或批准的位置，以其要求或批准的標準、水平、準線及設計在該地段及該地段已建或擬建的任何一或多座建築物內提供、管理及保養以下兩條行人通道(每條行人通道須包括署長批准或要求的扶手電梯、升降機、樓梯及梯台、斜道、供傷殘人士使用的設施及其他構築物或設施)，以達至署長在各方面滿意程度：

(i) 其中一條行人通道的室內淨闊度須不少於6米及不多於10米，用以連接有蓋行人天橋至毗鄰該地段在街道地面的行人道、行人路或公眾地方；及

(ii) 另一條行人通道的闊度須為署長要求或批准的闊度，並且採用最短可行路線以便連接擬建的行人天橋及有蓋行人天橋。

該兩條行人通道以下統稱「行人通道」。

(b) 在批地文件約定的批租年期内，買方須於行人通道存在的整個期間及在符合署長所訂的任何規定下，將行人通道每日24小時開放給所有公眾人士為所有合法目的、免繳任何性質的費用及不受任何干擾下徒步或坐輪椅使用。

#### (II) 公契的條文

「行人通道」指根據批地文件特別條款第(16)(a)(i)及(ii)條提供、管理及保養的行人通道，包括扶手電梯、升降機、樓梯及梯台、斜道、供傷殘人士使用的設施及署長批准或要求的其他構築物或設施，（如可以在圖上顯示），在本公契附錄經認可人士核實的地下平面圖、第一層平面圖及第一層上層平面圖上用橙色加黑斜線顯示，僅供識別。

公契第5章第37(bm)及(bn)條：

37. 管理人須負責該地段及發展項目的管理，其首任任期不多於兩年，並在其後續任直至根據本公契第10條的規定終止為止。每名業主特此不可撤銷地委託管理人作為全體業主的代理人，按本公契的條文獲正式授權處理有關公用地方及設施的任何事項以及執行和實施本公契所有條文，但須受《建築物管理條例》(第344章)的規限。除本公契明文規定的其他權力外，管理人有權作出涉及該地段、發展項目及有蓋行人天橋及

其管理的一切必要或適當的行為及事情，尤其是在任何方面不限制上述一般適用範圍下，包括：-

(bm) 根據批地文件特別條款第(16)(a)條的規定，管理及保養行人通道至署長在各方面滿意程度；

(bn) 於行人通道存在的整個期間及在符合署長所訂的任何規定下，將行人通道每日24小時開放給所有公眾人士為所有合法目的、免繳任何性質的費用及不受任何干擾下徒步或坐輪椅使用。

公契第二附表B部分第(g)段：

持有每份不可分割份數及有權獨家持有、使用、佔用和享用其單位的業主受以下權利及特權規限：-

(g) 根據批地文件特別條款第(16)(b)條的規定，公眾人士有權每日24小時為所有合法目的、免繳任何性質的費用及不受任何干擾下徒步或坐輪椅使用行人通道。

公契第三附表第50段：

50. 業主須於行人通道存在的整個期間及在符合署長所訂的任何規定下，將行人通道每日24小時開放給所有公眾人士為所有合法目的、免繳任何性質的費用及不受任何干擾下徒步或坐輪椅使用。業主須指示管理人根據本公契的條文執行上述規定。

顯示行人通道位置(在切實可行的情況下)的圖在本章後部附上。

### B. 根據批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的設施

#### 1. 行人天橋承托物和接駁處

批地文件特別條款第(14)(c)條規定，承批人須於批地文件的批租年期内，自費維護、管理、保養及維修行人天橋承托物和接駁處使其保持良好狀況及修葺妥善，以達至署長在各方面滿意程度。

#### (I) 批地文件的條文

批地文件特別條款第(14)(c)及(g)條：

(14)(c) 買方須於批地文件約定的批租年期内，自費維護、管理、保養及維修行人天橋承托物和接駁處，使其保持良好狀況及修葺妥善，以達至署長在各方面滿意程度。

(g) 在批地文件約定的批租年期内，買方須於擬建的行人天橋存在期間及在符合署長所訂的任何規定下，在白天及晚上所有時間准許公眾人士為所有合法目的自由地、免繳任何性質的費用及不受任何干擾下在必要時徒步或坐輪椅往復經過行人天橋承托物和接駁處，以及進入、往復經過及通過該地段任何部分及該地段上已建或擬建的任何一或多座建築物，以便往返擬建的行人天橋或本特別條款(j)款所指的任何代替品。

#### (II) 公契的條文

「行人天橋承托物和接駁處」指根據批地文件特別條款第(14)(a)條興建、提供和建造的結構性承托物、接駁處、樁柱、開口位及



# INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

## 公共設施及公眾休憩用地的資料

梯台連同署長要求的扶手電梯、升降機、斜道和樓梯，以連接該地段至擬建的行人天橋。

公契第5章第37(bk)及(bl)條：

37. 管理人須負責該地段及發展項目的管理，其首任任期不多於兩年，並在其後續任直至根據本公契第10條的規定終止為止。每名業主特此不可撤銷地委託管理人作為全體業主的代理人，按本公契的條文獲正式授權處理有關公用地方及設施的任何事項以及執行和實施本公契所有條文，但須受《建築物管理條例》(第344章)的規限。除本公契明文規定的其他權力外，管理人有權作出涉及該地段、發展項目及有蓋行人天橋及其管理的一切必要或適當的行為及事情，尤其是在任何方面不限制上述一般適用範圍下，包括：-

(bk) 根據批地文件特別條款第(14)(c)條的規定，維護、管理、保養和維修行人天橋承托物和接駁處，使其保持良好狀況及修葺妥善；

(bl) 於擬建的行人天橋存在期間及在符合署長所訂的任何規定下，在白天及晚上所有時間准許公眾人士為所有合法目的自由地、免繳任何性質的費用及不受任何干擾下在必要時徒步或坐輪椅往復經過行人天橋承托物和接駁處，以及進入、往復經過及通過該地段任何部分及該地段上已建或擬建的任何一或多座建築物，以便往返擬建的行人天橋或批地文件特別條款第(14)(j)條所指的任何代替品。

公契第二附表B部分第(e)段：

持有每份不可分割份數及有權獨家持有、使用、佔用和享用其單位的業主受以下權利及特權規限：-

(e) 根據批地文件特別條款第(14)(g)條的規定，公眾人士有權在白天及晚上所有時間為所有合法目的自由地、免繳任何性質的費用及不受任何干擾下在必要時徒步或坐輪椅往復經過行人天橋承托物和接駁處，以及進入、往復經過及通過該地段任何部分及該地段上已建或擬建的任何一或多座建築物，以便往返擬建的行人天橋或批地文件特別條款第(14)(j)條所指的任何代替品。

公契第三附表第47及48段：

47. 業主須根據批地文件特別條款第(14)(c)條的規定，時刻自費維護、管理、保養和維修行人天橋承托物和接駁處使其保持良好狀況及修葺妥善，以達至署長在各方面滿意程度。業主須指示管理人根據本公契的條文執行上述規定。

48. 業主須於擬建的行人天橋存在期間及在符合署長所訂的任何規定下，在白天及晚上所有時間准許公眾人士為所有合法目的自由地、免繳任何性質的費用及不受任何干擾下在必要時徒步或坐輪椅往復經過行人天橋承托物和接駁處，以及進入、往復經過及通過該地段任何部分及該地段上已建或擬建的任何一或多座建築物，以便往返擬建的行人天橋或批地文件特別條款第(14)(j)條所指的任何代替品。業主須指示管理人根據本公契的條文執行上述規定。

顯示行人天橋承托物和接駁處位置(在切實可行的情況下)的圖在本章後部附上。

## 2. 有蓋行人天橋

批地文件特別條款第(15)(b)條規定，承批人須自費維護、管理、保養及維修有蓋行人天橋，使其保持修葺良好堅固和狀況良好的狀態，以達至署長在各方面滿意程度。

### (I) 批地文件的條文

批地文件特別條款第(15)(b)及(c)條：

(15)(b) 買方須於批地文件約定的批租年期內，自費維護、管理、保養及維修有蓋行人天橋，使其保持修葺良好堅固和狀況良好的狀態，以達至署長在各方面滿意程度。

(c)(i) 除作為所有公眾人士徒步或坐輪椅通過的用途外，有蓋行人天橋不得作任何其他用途。

(ii) 除非已獲署長批准或要求，買方不得使用或允許或容許他人使用有蓋行人天橋任何部分(不論外部或內部)作廣告用途或用作展示任何招牌、通告或海報。

(iii) 買方不得在有蓋行人天橋作出或允許或容許他人作出任何事宜，以致可能或已經對任何在有蓋行人天橋之下通過的人士或車輛或任何毗鄰或鄰近地段或處所任何業主或佔用人造成滋擾、騷擾、不便或損害。

(iv) 買方須於有蓋行人天橋存在的整段期間，在白天及晚上所有時間開放所述設施及容

許所有公眾人士為所有合法目的自由地及免繳任何性質的費用下，徒步或坐輪椅往復通過、途經、通過、越過或上落有蓋行人天橋。

### (II) 公契的條文

「有蓋行人天橋」指根據批地文件特別條款第(15)(a)(i)及(ii)條提供及建造的一條單層有蓋行人天橋連同所有承托物及接駁處(包括署長絕對酌情決定下認為有蓋行人天橋未來任何擴建所需的任何承托物及接駁處)，以及內部及外部裝置及固定附著物、照明、裝置、承托物、斜道、相關樓梯及梯台、扶手電梯、升降機、供傷殘人士使用的設施及署長單獨酌情要求的其他構築物或設施(所有該等裝置、承托物及設施以下統稱「所述設施」)，以便將該地段及該地段上已建或擬建的一或多座建築物接駁至目前稱為及在土地註冊處登記為將軍澳市地段第72號的地段及其上已建或擬建的一或多座建築物。

公契第5章第37 (bg)、(bh)、(bi) 及 (bj) 條：

37. 管理人須負責該地段及發展項目的管理，其首任任期不多於兩年，並在其後續任直至根據本公契第10條的規定終止為止。每名業主特此不可撤銷地委託管理人作為全體業主的代理人，按本公契的條文獲正式授權處理有關公用地方及設施的任何事項以及執行和實施本公契所有條文，但須受《建築物管理條例》(第344章) 的規限。除本公契明文規定的其他權力外，管理人有權作出涉及該地段、發展項目及有蓋行人天橋及其管理的一切必要或適當的行為及事情，尤其是在任何方面不限制上述一般適用範圍下，包括：-

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## 公共設施及公眾休憩用地的資料

<p>(bg) 根據批地文件特別條款第(15)(b)條的規定管理有蓋行人天橋，使其保持修葺良好堅固和狀況良好的狀態，以達至署長滿意程度；</p> <p>(bh) 於有蓋行人天橋存在的整段期間，在白天及晚上所有時間開放有蓋行人天橋及容許所有公眾人士為所有合法目的自由地及免繳任何性質的費用下，徒步或坐輪椅往復通過、途經、通過、越過或上落有蓋行人天橋；</p> <p>(bi) 不得使用或允許或容許他人使用有蓋行人天橋(i)作為所有公眾人士徒步或坐輪椅通過以外的任何其他用途，或(ii)將其外部或內部作廣告用途或用作展示任何招牌、通告或海報，除非已獲署長批准或要求；</p> <p>(bj) 不得在有蓋行人天橋作出或允許或容許他人作出任何事宜，以致可能或已經對任何在有蓋行人天橋之下通過的人士或車輛或任何毗鄰或鄰近地段或處所任何業主或佔用人造成滋擾、騷擾、不便或損害；</p>	<p>公契第二附表B部分第(f)段：</p> <p>持有每份不可分割份數及有權獨家持有、使用、佔用和享用其單位的業主受以下權利及特權規限：-</p> <p>(f) 根據批地文件特別條款第(15)(c)(iv)條的規定，公眾人士有權在白天及晚上為所有合法目的自由地及免繳任何性質的費用下，徒步或坐輪椅往復通過、途經、通過、越過或上落有蓋行人天橋。</p> <p>公契第三附表第43至46段：</p> <p>43. 如署長提出要求，業主須於署長規定的時限內自費按照署長批准或要求的方式，以其批准或要求的材料、標準、水平、闊度、準線及設計提供及建造有蓋行人天橋，以達至署長在各方面滿意程度，以便行人通行有蓋行人天橋及可以從有蓋行人天橋往返毗鄰該地段在街道地面的行人道、行人路或公眾地方。</p> <p>44. 根據批地文件特別條款第(15)(b)條規定，業主須時刻自費維護、管理、保養及維修有蓋行人天橋，使其保持修葺良好堅固和狀況良好的狀態，以達至署長在各方面滿意程度。業主須指示管理人根據本公契的條文執行上述規定。</p>	<p>佔用人造成滋擾、騷擾、不便或損害。業主須指示管理人根據本公契的條文執行上述規定。</p> <p>46. 業主須於有蓋行人天橋存在的整段期間，在白天及晚上所有時間開放有蓋行人天橋及容許所有公眾人士為所有合法目的自由地及免繳任何性質的費用下，徒步或坐輪椅往復通過、途經、通過、越過或上落有蓋行人天橋。業主須指示管理人根據本公契的條文執行上述規定。</p> <p>顯示有蓋行人天橋位置（在切實可行的情況下）的圖在本章後部附上。</p> <p><b>3. 行人通道</b></p> <p>批地文件特別條款第(16)(a)條規定，承批人須自費在該地段及該地段已建或擬建的任何一或多座建築物內提供、管理及保養行人通道，以達至地政總署署長在各方面滿意程度。</p> <p><b>(I) 批地文件的條文</b></p> <p>批地文件特別條款第(16)(a)及(b)條：</p> <p>(16)(a) 買方須自費在署長要求或批准的位置，以其要求或批准的標準、水平、準線及設計在該地段及該地段已建或擬建的任何一或多座建築物內提供、管理及保養以下兩條行人通道(每條行人通道須包括署長批准或要求的扶手電梯、升降機、樓梯及梯台、斜道、供傷殘人士使用的設施及其他構築物或設施)，以達至署長在各方面滿意程度：</p> <p>(i) 其中一條行人通道的室內淨闊度須不少於6米及不多於10米，用以連接有蓋行人天橋至毗鄰</p>	<p>該地段在街道地面的行人道、行人路或公眾地方；及</p> <p>(ii) 另一條行人通道的闊度須為署長要求或批准的闊度，並且採用最短可行路線以便連接擬建的行人天橋及有蓋行人天橋。</p> <p>該兩條行人通道以下統稱「行人通道」。</p> <p>(b) 在批地文件約定的批租年期內，買方須於行人通道存在的整個期間及在符合署長所訂的任何規定下，將行人通道每日24小時開放給所有公眾人士為所有合法目的、免繳任何性質的費用及不受任何干擾下徒步或坐輪椅使用。</p>
<p>公契第10章第74條：</p> <p>74. 即使本公契載有任何規定，有蓋行人天橋或其任何部分落成後須當作包括在本公契的發展項目公用地方及設施的定義內，而本公契須整份理解、解釋及詮釋為有蓋行人天橋或其任何部分猶如構成發展項目公用地方及設施之一部分，而業主須負責其管理、保養及維修的費用及支出，猶如其為發展項目公用地方及設施之一部分。</p>	<p>45. 業主不得使用或允許或容許他人使用有蓋行人天橋(i)作為所有公眾人士徒步或坐輪椅通過以外的任何其他用途，或(ii)將其外部或內部作廣告用途或用作展示任何招牌、通告或海報，除非已獲署長批准或要求。業主不得在有蓋行人天橋作出或允許或容許他人作出任何事宜，以致可能或已經對任何在有蓋行人天橋之下通過的人士或車輛或任何毗鄰或鄰近地段或處所任何業主或</p>	<p>(i) 其中一條行人通道的室內淨闊度須不少於6米及不多於10米，用以連接有蓋行人天橋至毗鄰</p>	<p><b>(II) 公契的條文</b></p> <p>「行人通道」指根據批地文件特別條款第(16)(a)(i)及(ii)條提供、管理及保養的行人通道，包括扶手電梯、升降機、樓梯及梯台、斜道、供傷殘人士使用的設施及署長批准或要求的其他構築物或設施，(如可以在圖上顯示)，在本公契附錄經認可人士核實的地下平面圖、第一層平面圖及第一層上層平面圖上用橙色加黑斜線顯示，僅供識別。</p> <p>公契第5章第37(bm)及(bn)條：</p> <p>37. 管理人須負責該地段及發展項目的管理，其首任任期不多於兩年，並在其後續任直至根據本公契第10條的規定終止為止。每名業主特此不可撤銷地委託管理人作為全體業主的代理人，按本公契的條文獲正式授權處理有關公用地方及設施的任何事項以及執行和實施本公契所有條文，但須受《建築物管理</p>



# INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

## 公共設施及公眾休憩用地的資料

條例》(第344章)的規限。除本公契明文規定的其他權力外，管理人有權作出涉及該地段、發展項目及有蓋行人天橋及其管理的一切必要或適當的行為及事情，尤其是在任何方面不限制上述一般適用範圍下，包括：-

(bm) 根據批地文件特別條款第(16)(a)條的規定，管理及保養行人通道至署長在各方面滿意程度；

(bn) 於行人通道存在的整個期間及在符合署長所訂的任何規定下，將行人通道每日24小時開放給所有公眾人士為所有合法目的、免繳任何性質的費用及不受任何干擾下徒步或坐輪椅使用。

公契第二附表B部分第(g)段：

持有每份不可分割份數及有權獨家持有、使用、佔用和享用其單位的業主受以下權利及特權規限：-

(g) 根據批地文件特別條款第(16)(b)條的規定，公眾人士有權每日24小時為所有合法目的、免繳任何性質的費用及不受任何干擾下徒步或坐輪椅使用行人通道。

公契第三附表第49及50段：

49. 業主須根據批地文件特別條款第(16)(a)條自費管理及保養行人通道，以達至署長在各方面滿意程度。業主須指示管理人根據本公契的條文執行上述規定。

50. 業主須於行人通道存在的整個期間及在符合署長所訂的任何規定下，將行人通道每日24小時開放給所有公眾人

士為所有合法目的、免繳任何性質的費用及不受任何干擾下徒步或坐輪椅使用。業主須指示管理人根據本公契的條文執行上述規定。

顯示行人通道位置（在切實可行的情況下）的圖在本章後部附上。

對於任何以上B段提及的該等設施，該等設施按規定須由發展項目的住宅物業的擁有人出資管理、營運或維持，及該等擁有人按規定須以由有關住宅物業分攤的管理開支，應付管理、營運或維持該等設施的部分開支。

**C. 根據批地文件規定須由該項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的休憩用地**

不適用。

**D. 該項目所位於的土地中為施行《建築物(規劃)規例》(第123章，附屬法例F)第22(1)條而撥供公眾用途的任何部分**

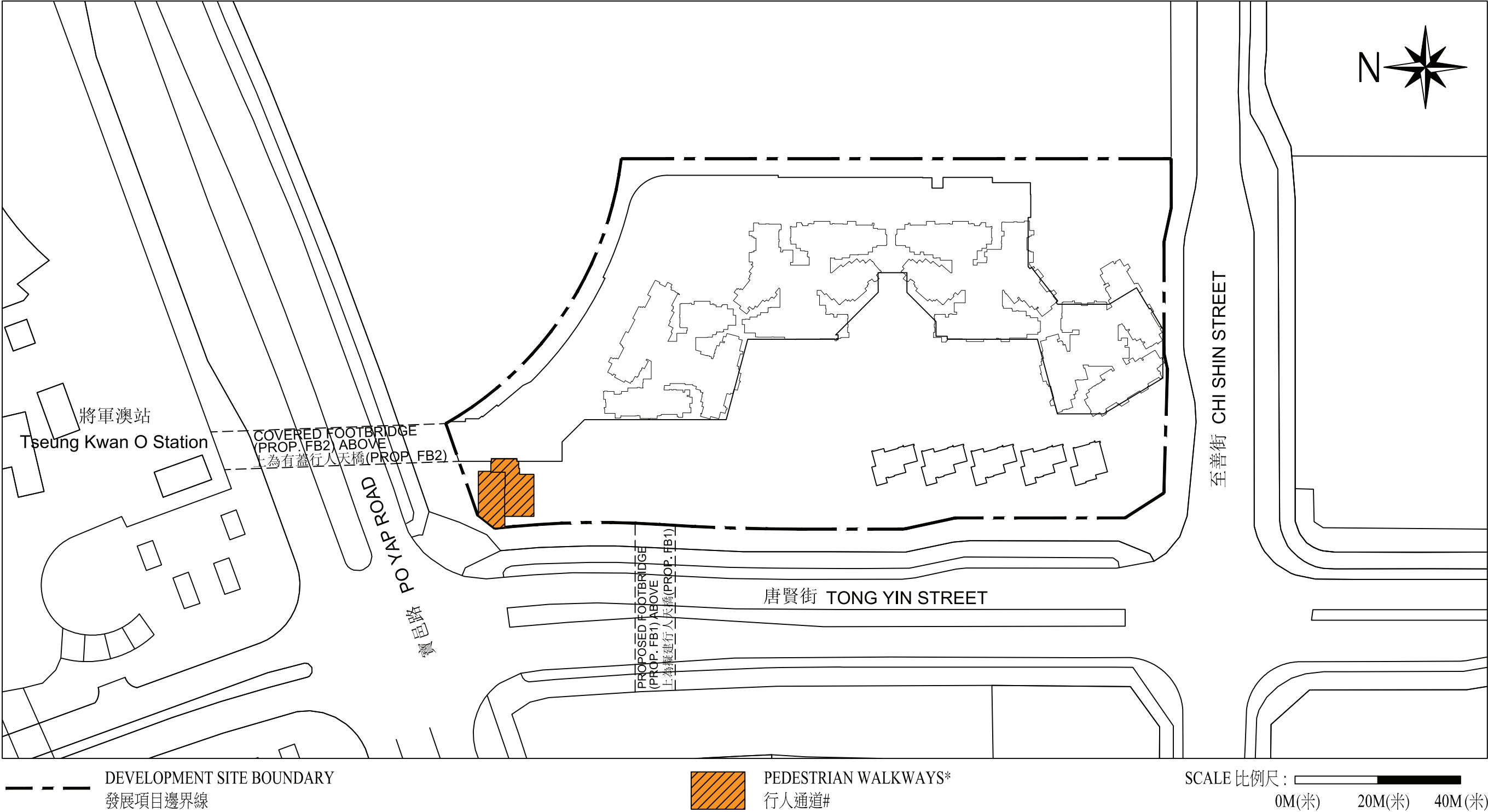
不適用。

就A、B、C及D段提述的供公眾使用的任何該等設施，及土地中的該等部分，公眾有權按照批地文件使用該等設施，或土地中的該等部分。

# INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

## 公共設施及公眾休憩用地的資料

G/F FLOOR PLAN  
地下平面圖



- Note :
1. Footbridge Supports and Connections are structural supports, connections, columns, openings and landings together with such escalators, lifts, ramps and stairways as may be required by the Director of Lands for linking the Lot with the proposed footbridge which may be located at the approximate position shown and marked "PROP. FB1" or at such other position as the Director of Lands shall require.
  2. \*Approved routing under Special Condition No.(16) of the Land Grant which shall be open for use by the public 24 hours a day free of charge and without any interruption.

- 備註 :
1. 行人天橋承托及接駁處為用作連接該地段至擬建行人天橋 (其大約位置於平面圖上顯示並標示為 "PROP. FB1" 或地政署署長要求的其他位置) 的該等結構性承托物、接駁處、樁柱、開口位及梯台連同地政署署長要求的扶手電梯、升降機、斜道和樓梯。
  2. # 路線是根據批地文件特別條款第(16) 條批核的，行人通道每天二十四小時開放供公眾人士免費使用，不受任何干擾。

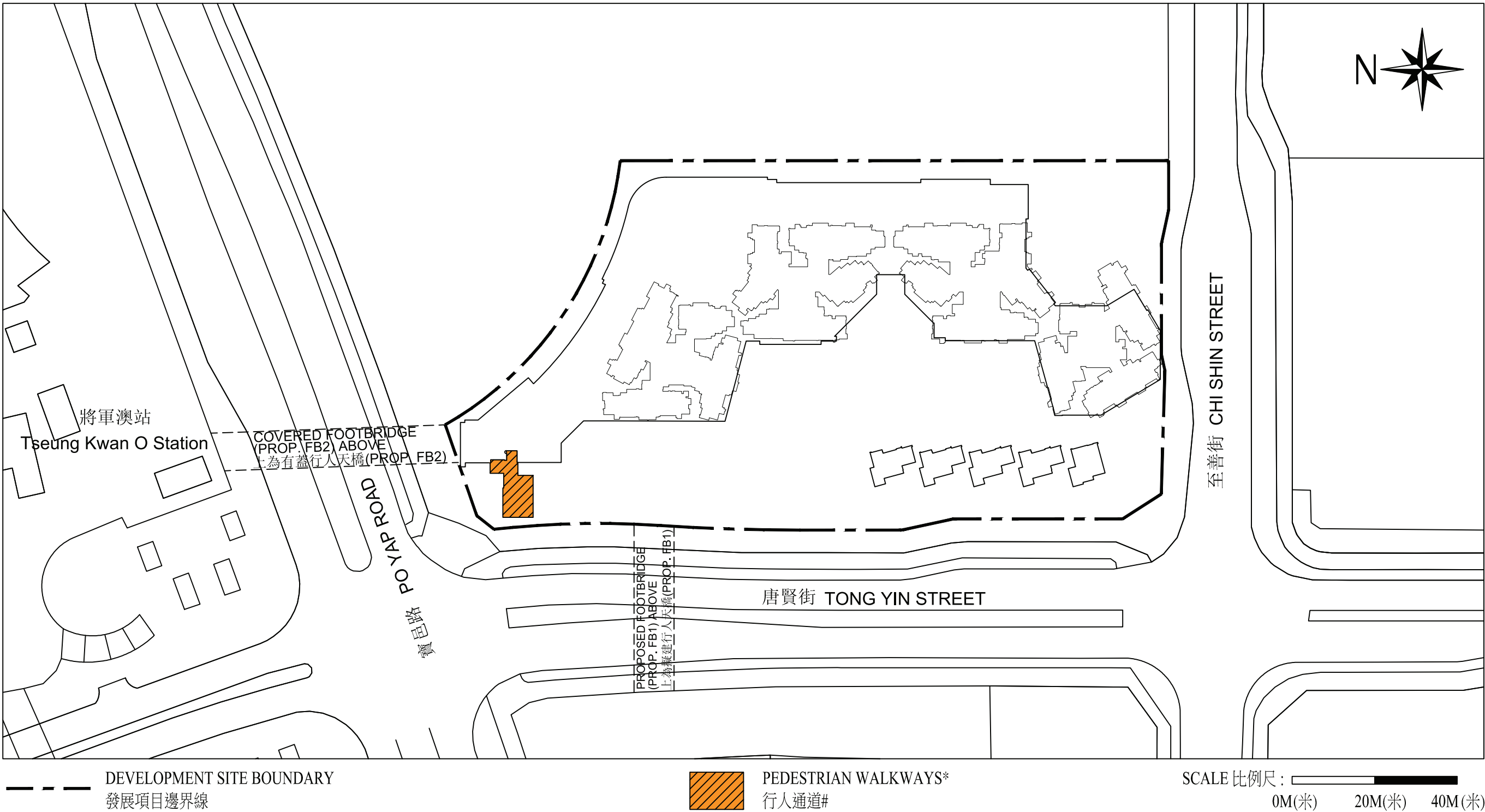


# INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

## 公共設施及公眾休憩用地的資料

1/F FLOOR PLAN

1樓平面圖



Note :

1. Footbridge Supports and Connections are structural supports, connections, columns, openings and landings together with such escalators, lifts, ramps and stairways as may be required by the Director of Lands for linking the Lot with the proposed footbridge which may be located at the approximate position shown and marked "PROP. FB1" or at such other position as the Director of Lands shall require.
2. \*Approved routing under Special Condition No.(16) of the Land Grant which shall be open for use by the public 24 hours a day free of charge and without any interruption.

備註 :

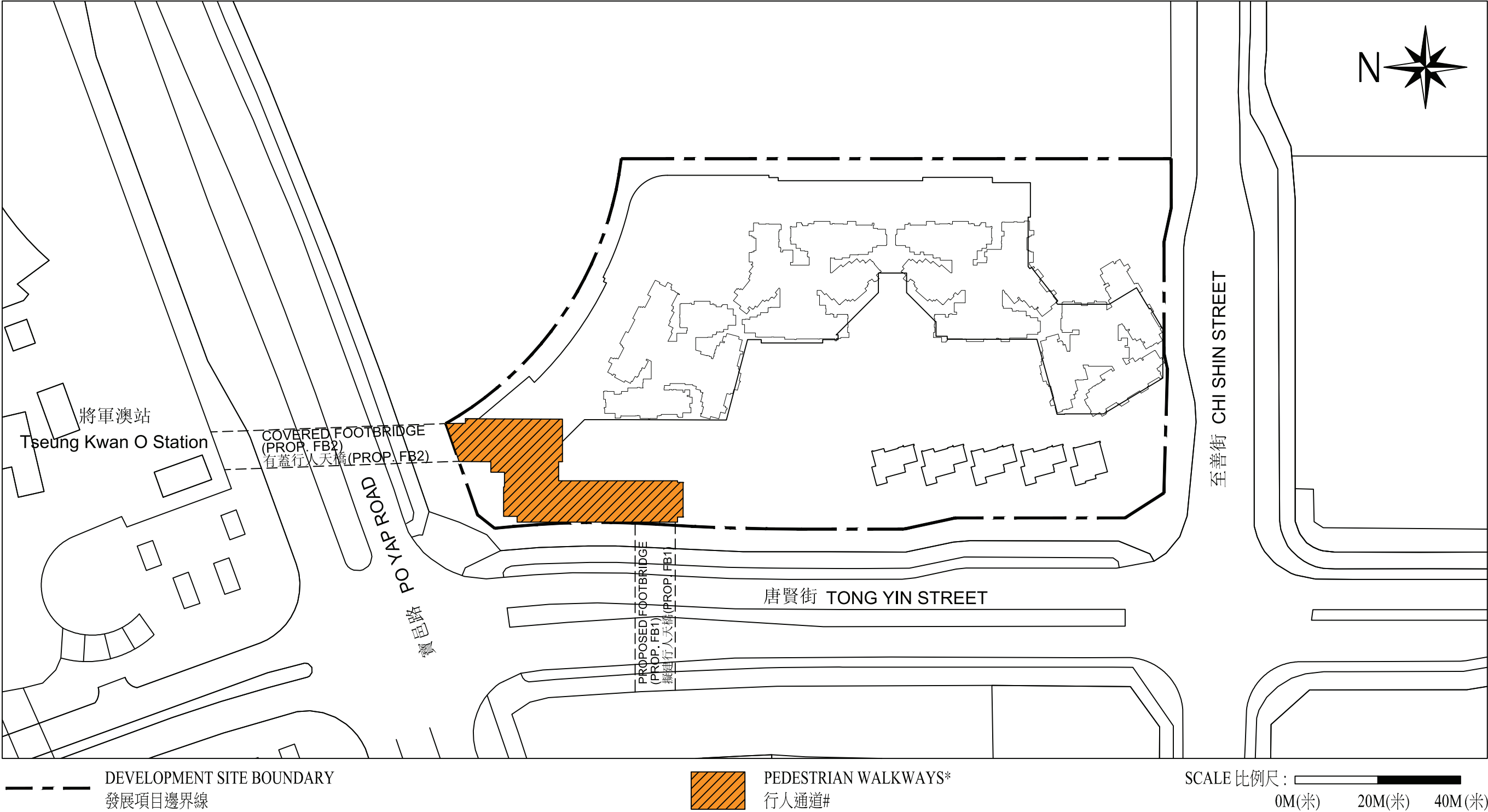
1. 行人天橋承托及接駁處為用作連接該地段至擬建行人天橋 (其大約位置於平面圖上顯示並標示為 "PROP. FB1" 或地政署署長要求的其他位置) 的該等結構性承托物、接駁處、樁柱、開口位及梯台連同地政署署長要求的扶手電梯、升降機、斜道和樓梯。
2. # 路線是根據批地文件特別條款第(16) 條批核的，行人通道每天二十四小時開放供公眾人士免費使用，不受任何干擾。

# INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

## 公共設施及公眾休憩用地的資料

1/F UPPER PART PLAN (COVERED PEDESTRIAN WALKWAY LEVEL)

1樓上層平面圖(有蓋行人通道樓層)



Note :

1. Footbridge Supports and Connections are structural supports, connections, columns, openings and landings together with such escalators, lifts, ramps and stairways as may be required by the Director of Lands for linking the Lot with the proposed footbridge which may be located at the approximate position shown and marked "PROP. FB1" or at such other position as the Director of Lands shall require.
2. \*Approved routing under Special Condition No.(16) of the Land Grant which shall be open for use by the public 24 hours a day free of charge and without any interruption.

備註:

1. 行人天橋承托及接駁處為用作連接該地段至擬建行人天橋 (其大約位置於平面圖上顯示並標示為 "PROP. FB1" 或地政署署長要求的其他位置) 的該等結構性承托物、接駁處、樁柱、開口位及梯台連同地政署署長要求的扶手電梯、升降機、斜道和樓梯。
2. # 路線是根據批地文件特別條款第(16) 條批核的，行人通道每天二十四小時開放供公眾人士免費使用，不受任何干擾。



## WARNING TO PURCHASERS

### 對買方的警告

- (a) The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
  - (b) If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.
  - (c) If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser –
    - (i) that firm may not be able to protect the purchaser's interests; and
    - (ii) the purchaser may have to instruct a separate firm of solicitors; and
    - (iii) in the case of paragraph (c)(ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.
- (a) 現建議買方聘用一間獨立的律師事務所(代表擁有人行事者除外)，以在交易中代表買方行事。
  - (b) 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見。
  - (c) 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突 –
    - (i) 該律師事務所可能不能夠保障買方的利益；及
    - (ii) 買方可能要聘用一間獨立的律師事務所；及
    - (iii) 如屬(c)(ii)段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。