

14. 公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

1. 發展項目的公用部分

「公用地方與設施」統指屋苑公用地方與設施(供屋苑整體公用及共享)、發展項目住宅公用地方與設施(供住宅發展整體公用及共享)、發展期住宅公用地方與設施(供個別發展期的住宅發展公用及共享)及相關的副公契所指定的屋苑其他公用地方與設施，並在適用的情況下包括《建築物管理條例》(第344章)第2條所指的“公用部分”及《建築物管理條例》(第344章)附表1所列舉的相關公用部分。

屋苑公用地方與設施包括但不限於第一期屋苑公用地方與設施、第二期屋苑公用地方與設施、第三期屋苑公用地方與設施、第四期屋苑公用地方與設施、第五期屋苑公用地方與設施、斜坡及護土牆、安裝或使用天線廣播分導系統或電訊網絡設施的地方、公共天線、污水管、排水渠及所有供屋苑整體公用及共享的地方與設施。

第一期屋苑公用地方包括但不限於第一期基座的外牆(不包括構成第一期商業發展一部分的廣告位及車場告示位)、通行道路(可供進入各期發展)及部分公眾行人通道。第二期屋苑公用地方包括但不限於該些位於第二期內的屋苑公用地方。第三期屋苑公用地方包括但不限於該些位於第三期內的屋苑公用地方。第四期屋苑公用地方包括但不限於該些位於第四期內的屋苑公用地方。第五期屋苑公用地方包括但不限於該些位於第五期內的屋苑公用地方。

發展項目住宅公用地方與設施包括但不限於第一期發展項目住宅公用地方與設施、第二期發展項目住宅公用地方與設施、第三期發展項目住宅公用地方與設施、第四期發展項目住宅公用地方與設施、第五期發展項目住宅公用地方與設施、康樂地方與設施及供所有發展期的住宅發展整體公用及共享的地方與設施。

第一期發展項目住宅公用地方包括但不限於第一期訪客車位及第一期住宅上落客貨車位。第二期發展項目住宅公用地方包括但不限於第二期住宅上落客貨車位。第三期發展項目住宅公用地方包括但不限於第三期住宅上落客貨車位。第四期發展項目住宅公用地方包括但不限於第四期住宅上落客貨車位、第四期訪客電單車位、第四期訪客車位及第四期單車停泊區。第五期發展項目住宅公用地方包括但不限於第五期住宅上落客貨車位及第五期訪客車位。

發展期住宅公用地方與設施包括但不限於第一期住宅公用地方與設施、第二期住宅公用地方與設施、第三期住宅公用地方與設施、第四期住宅公用地方與設施、第五期住宅公用地方與設施、專屬個別發展期的住宅發展內的所有升降機、電線、電纜、導管、水管、排水渠及所有機電裝置及設備；以及供個別發展期的住宅發展公用及共享的地方與設施。

第一期住宅公用地方包括但不限於第一座、第二座、第三座及第五座的外牆(包括玻璃幕牆(其可開啓的部分除外)及冷氣機平台)、入口大堂、升降機大堂、公用走廊及物流房。第二期住宅公用地方包括但不限於第十八座、第十九座、第二十座及第二十一座的外牆(包括玻璃幕牆系統(其可開啓的部分及完全包圍或面向第二期住宅單位的玻璃嵌板除外)及冷氣機平台)、入口大堂、升降機大堂、公用走廊及物流房。第三期住宅公用地方包括但不限於第十六座、第十七座、第二十二座、第二十三座及第二十五座的外牆(包括玻璃幕牆系統(其可開啓的部分及完全包圍或面向第三期住宅單位的玻璃嵌板除外)及冷氣機平台)、入口大堂、升降機大堂、公用走廊及物流房。第四期住宅公用地方包括但不限於第六座、第七座及第八座的外牆(包括玻璃幕牆系統(其可開啓的部分及完全包圍或面向第四期住宅單位的玻璃嵌板除外)及冷氣機平台)、入口大堂、升降機大堂、公用走廊及物流房。第五期住宅公用地方包括但不限於第九座、第十座、第十一座、第十二座及第十五座的外牆(包括玻璃幕牆系統(其可開啓的部分及完全包圍或面向第五期住宅單位的玻璃嵌板除外)及冷氣機平台)、入口大堂、升降機大堂、公用走廊及物流房。

2. 分配予期數中的每個住宅物業的不可分割份數的數目

第1座								
樓層* \ 室	A	B	C	D	E	F	G	H
地下及1樓（複式）	265/73,000	309/73,000	—	—	—	—	—	—
3樓 - 11樓及16樓	47/73,000	47/73,000	74/73,000	76/73,000	76/73,000	52/73,000	49/73,000	47/73,000
12樓	47/73,000	46/73,000	73/73,000	76/73,000	77/73,000	50/73,000	48/73,000	47/73,000
15樓	47/73,000	43/73,000	69/73,000	76/73,000	77/73,000	47/73,000	44/73,000	47/73,000
17樓 - 20樓、23樓 - 28樓及31樓 - 36樓	47/73,000	47/73,000	78/73,000	76/73,000	76/73,000	52/73,000	49/73,000	47/73,000
21樓、29樓及37樓	47/73,000	46/73,000	76/73,000	76/73,000	77/73,000	50/73,000	48/73,000	47/73,000
22樓、30樓及38樓	47/73,000	43/73,000	72/73,000	76/73,000	77/73,000	47/73,000	44/73,000	47/73,000
39樓及40樓（複式）	280/73,000	265/73,000	—	—	—	—	—	—

第2座								
樓層* \ 室	A	B	C	D	E	F	G	H
地下及1樓（複式）	277/73,000	309/73,000	—	—	—	—	—	—
3樓-11樓、16樓 -20樓、23樓 -28樓及31樓-33樓	47/73,000	49/73,000	52/73,000	76/73,000	76/73,000	88/73,000	47/73,000	47/73,000
12樓、21樓、29樓及35樓	47/73,000	48/73,000	50/73,000	77/73,000	76/73,000	84/73,000	46/73,000	47/73,000
15樓、22樓、30樓及36樓	47/73,000	44/73,000	47/73,000	77/73,000	76/73,000	77/73,000	43/73,000	47/73,000
37樓及38樓（複式）	281/73,000	265/73,000	—	—	—	—	—	—

第3座								
樓層* \ 室	A	B	C	D	E	F	G	H
地下及1樓（複式）	265/73,000	307/73,000	—	—	—	—	—	—
3樓	47/73,000	47/73,000	78/73,000	76/73,000	76/73,000	53/73,000	50/73,000	47/73,000
5樓 - 9樓、12樓 -18樓、21樓-26樓及29樓-32樓	47/73,000	47/73,000	78/73,000	76/73,000	76/73,000	52/73,000	49/73,000	47/73,000
10樓、19樓、27樓及33樓	47/73,000	46/73,000	76/73,000	76/73,000	77/73,000	51/73,000	48/73,000	47/73,000
11樓、20樓、28樓及35樓	47/73,000	43/73,000	72/73,000	76/73,000	77/73,000	47/73,000	44/73,000	47/73,000
36樓及37樓（複式）	280/73,000	265/73,000	—	—	—	—	—	—

14. 公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

第5座								
樓層* \ 室	A	B	C	D	E	F	G	H
地下及1樓（複式）	294/73,000	309/73,000	—	—	—	—	—	—
3樓	47/73,000	50/73,000	53/73,000	76/73,000	76/73,000	56/73,000	96/73,000	47/73,000
5樓 - 9樓、12樓 - 18樓、 21樓-26樓及29樓-30樓	47/73,000	49/73,000	52/73,000	76/73,000	76/73,000	56/73,000	96/73,000	47/73,000
10樓、19樓、27樓及31樓	47/73,000	48/73,000	51/73,000	77/73,000	76/73,000	54/73,000	91/73,000	47/73,000
11樓、20樓、28樓及32樓	47/73,000	44/73,000	47/73,000	77/73,000	76/73,000	50/73,000	84/73,000	47/73,000
33樓及35樓（複式）	282/73,000	265/73,000	—	—	—	—	—	—

* 各座不設4樓、13樓、14樓、24樓及34樓。

3. 發展項目的管理人的委任年期

管理人首屆任期由主公契日期起計為期兩年，其後續任至按主公契的條文終止管理人的委任為止。

4. 發展項目中的住宅物業的擁有人之間分擔管理開支的基準

每個住宅單位的業主應在每個曆月首日預繳按住宅管理預算案其應繳的年度開支份額的十二份之一的管理費，以分擔屋苑的管理開支(包括管理人酬金)。該應繳的份額比例為：(i)就發展項目住宅管理預算案而言，應與分配給其在已落成發展期內的住宅單位的管理份數佔分配給在屋苑已落成發展期內的所有住宅單位的總管理份數的比例相同；及(ii)就發展期住宅管理預算案而言，應與分配給其住宅單位的管理份數佔分配給在同一發展期內的所有住宅單位的總管理份數的比例相同。

5. 計算管理費按金的基準

管理費按金相等於業主就其單位按首個年度管理預算案計算而須繳付的三個月管理費。

6. 賣方在發展項目中保留作自用的範圍(如有的話)

不適用。

備註：(a) 此公契的摘要包括關乎沙田市地段第502號按日期為2014年1月20日的主公契的摘要、關乎沙田市地段第502號(發展項目第二期)按日期為2015年1月9日的副公契的摘要、關乎沙田市地段第502號(發展項目第三期)按日期為2016年4月7日的副公契的摘要、關乎沙田市地段第502號(發展項目第四期)按日期為2016年9月1日的副公契的摘要及關乎沙田市地段第502號(發展項目第五期)按日期為2017年2月8日的副公契的摘要。

(b) 除非本售樓說明書另有規定，本公契的摘要內所採用的詞彙與該詞彙在主公契及所有副公契內的意思相同。

1. The common parts of the development

“Common Areas and Facilities” means collectively the Estate Common Areas and Facilities (intended for the common use and benefit of the Estate as a whole), the Development Residential Common Areas and Facilities (intended for the common use and benefit of the Residential Development of all Phases), the Phase Residential Common Areas and Facilities (intended for the common use and benefit of the Residential Development of a particular Phase) and other common areas and facilities to be designated in the relevant Sub-Deeds and, where applicable, includes those appropriate and relevant “common parts” specified in section 2 of the Building Management Ordinance (Cap.344) and those parts specified in Schedule 1 to the Building Management Ordinance (Cap.344).

The Estate Common Areas and Facilities includes but not limited to the Estate Common Areas and Facilities In Phase One, Estate Common Areas and Facilities In Phase Two, Estate Common Areas and Facilities In Phase Three, Estate Common Areas and Facilities In Phase Four, Estate Common Areas and Facilities In Phase Five, Slopes and Retaining Walls, areas for the installation or use of aerial broadcast distribution or telecommunication network facilities, communal aerial, sewers and drains, and such areas and facilities intended for the common use and benefit of the Estate as a whole.

The Estate Common Areas In Phase One includes but not limited to the external walls of the podium in Phase 1 (excluding the Advertising Spaces and the Car Park Signage Spaces which form part of the Commercial Development In Phase One), Access Roadway (providing access to all Phases) and portions of the Public Pedestrian Walkway. The Estate Common Areas In Phase Two includes such parts of the Estate Common Areas in Phase 2. The Estate Common Areas In Phase Three includes such parts of the Estate Common Areas in Phase 3. The Estate Common Areas In Phase Four includes such parts of the Estate Common Areas in Phase 4. The Estate Common Areas In Phase Five includes such parts of the Estate Common Areas in Phase 5.

The Development Residential Common Areas and Facilities includes but not limited to the Development Residential Common Areas and Facilities In Phase One, Development Residential Common Areas and Facilities In Phase Two, Development Residential Common Areas and Facilities In Phase Three, Development Residential Common Areas and Facilities In Phase Four, Development Residential Common Areas and Facilities In Phase Five, Recreational Areas and Facilities, and such areas and facilities intended for the common use and benefit of the Residential Development of all Phases.

The Development Residential Common Areas In Phase One includes but not limited to the Visitors Car Parking Spaces In Phase One and Residential Loading and Unloading Spaces In Phase One. The Development Residential Common Areas In Phase Two includes but not limited to the Residential Loading and Unloading Spaces In Phase Two. The Development Residential Common Areas In Phase Three includes but not limited to the Residential Loading and Unloading Spaces In Phase Three. The Development Residential Common Areas In Phase Four includes but not limited to the Residential Loading and Unloading Spaces In Phase Four, the Visitors Motorcycle Parking Spaces In Phase Four, the Visitors Car Parking Spaces In Phase Four and the Bicycle Parking Areas In Phase Four. The Development Residential Common Areas In Phase Five includes but not limited to the Residential Loading and Unloading Spaces In Phase Five and the Visitors Car Parking Spaces In Phase Five.

The Phase Residential Common Areas and Facilities includes but not limited to the Phase One Residential Common Areas and Facilities, Phase Two Residential Common Areas and Facilities, Phase Three Residential Common Areas and Facilities, Phase Four Residential Common Areas and Facilities, Phase Five Residential Common Areas and Facilities, all lifts, wires, cables, ducts, pipes, drains and all mechanical and electrical installation and equipment exclusively for the Residential Development of a particular Phase, and such areas and facilities intended for the common use and benefit of the Residential Development of a particular Phase.

The Phase One Residential Common Areas includes but not limited to the external walls (including the curtain walls (except the openable parts thereof) and the air-conditioning platforms), entrance lobbies, lift lobbies, common corridors and logistic service rooms of Block 1, Block 2, Block 3 and Block 5. The Phase Two Residential Common Areas includes but not limited to the external walls (including the curtain wall systems (except the openable parts thereof and such pieces of glass panels wholly enclosing or fronting a Residential Unit In Phase Two) and the air-conditioner platforms), entrance lobbies, lift lobbies, common corridors and logistic service rooms of Block 18, Block 19, Block 20 and Block 21. The Phase Three Residential Common Areas includes but not limited to the external walls (including the curtain wall systems (except the openable parts thereof and such pieces of glass panels wholly enclosing or fronting a Residential Unit In Phase Three) and the air-conditioner platforms),

entrance lobbies, lift lobbies, common corridors and logistic service rooms of Block 16, Block 17, Block 22, Block 23 and Block 25. The Phase Four Residential Common Areas includes but not limited to the external walls (including the curtain wall systems (except the openable parts thereof and such pieces of glass panels wholly enclosing or fronting a Residential Unit In Phase Four) and the air-conditioner plaforms), entrance lobbies, lift lobbies, common corridors and logistic service rooms of Block 6, Block 7 and Block 8. The Phase Five Residential Common Areas includes but not limited to the external walls (including the curtain wall systems (except the openable parts thereof and such pieces of glass panels wholly enclosing or fronting a Residential Unit In Phase Five) and the air-conditioner platforms), entrance lobbies, lift lobbies, common corridors and logistic service rooms of Block 9, Block 10, Block 11, Block 12 and Block 15.

2. The number of undivided shares assigned to each residential property in the Phase

Block 1								
Floor* \ Flat	A	B	C	D	E	F	G	H
G/F & 1/F (Duplex)	265/73,000	309/73,000	—	—	—	—	—	—
3/F - 11/F & 16/F	47/73,000	47/73,000	74/73,000	76/73,000	76/73,000	52/73,000	49/73,000	47/73,000
12/F	47/73,000	46/73,000	73/73,000	76/73,000	77/73,000	50/73,000	48/73,000	47/73,000
15/F	47/73,000	43/73,000	69/73,000	76/73,000	77/73,000	47/73,000	44/73,000	47/73,000
17/F - 20/F, 23/F - 28/F & 31/F - 36/F	47/73,000	47/73,000	78/73,000	76/73,000	76/73,000	52/73,000	49/73,000	47/73,000
21/F, 29/F & 37/F	47/73,000	46/73,000	76/73,000	76/73,000	77/73,000	50/73,000	48/73,000	47/73,000
22/F, 30/F & 38/F	47/73,000	43/73,000	72/73,000	76/73,000	77/73,000	47/73,000	44/73,000	47/73,000
39/F & 40/F (Duplex)	280/73,000	265/73,000	—	—	—	—	—	—
Block 2								
Floor* \ Flat	A	B	C	D	E	F	G	H
G/F & 1/F (Duplex)	277/73,000	309/73,000	—	—	—	—	—	—
3/F - 11/F, 16/F - 20/F, 23/F - 28/F & 31/F - 33/F	47/73,000	49/73,000	52/73,000	76/73,000	76/73,000	88/73,000	47/73,000	47/73,000
12/F, 21/F, 29/F & 35/F	47/73,000	48/73,000	50/73,000	77/73,000	76/73,000	84/73,000	46/73,000	47/73,000
15/F, 22/F, 30/F & 36/F	47/73,000	44/73,000	47/73,000	77/73,000	76/73,000	77/73,000	43/73,000	47/73,000
37/F & 38/F (Duplex)	281/73,000	265/73,000	—	—	—	—	—	—
Block 3								
Floor* \ Flat	A	B	C	D	E	F	G	H
G/F & 1/F (Duplex)	265/73,000	307/73,000	—	—	—	—	—	—
3/F	47/73,000	47/73,000	78/73,000	76/73,000	76/73,000	53/73,000	50/73,000	47/73,000
5/F - 9/F, 12/F - 18/F, 21/F - 26/F & 29/F - 32/F	47/73,000	47/73,000	78/73,000	76/73,000	76/73,000	52/73,000	49/73,000	47/73,000
10/F, 19/F, 27/F & 33/F	47/73,000	46/73,000	76/73,000	76/73,000	77/73,000	51/73,000	48/73,000	47/73,000
11/F, 20/F, 28/F & 35/F	47/73,000	43/73,000	72/73,000	76/73,000	77/73,000	47/73,000	44/73,000	47/73,000
36/F & 37/F (Duplex)	280/73,000	265/73,000	—	—	—	—	—	—

Block 5								
Floor* \ Flat	A	B	C	D	E	F	G	H
G/F & 1/F (Duplex)	294/73,000	309/73,000	—	—	—	—	—	—
3/F	47/73,000	50/73,000	53/73,000	76/73,000	76/73,000	56/73,000	96/73,000	47/73,000
5/F - 9/F, 12/F - 18/F, 21/F - 26/F & 29/F - 30/F	47/73,000	49/73,000	52/73,000	76/73,000	76/73,000	56/73,000	96/73,000	47/73,000
10/F, 19/F, 27/F & 31/F	47/73,000	48/73,000	51/73,000	77/73,000	76/73,000	54/73,000	91/73,000	47/73,000
11/F, 20/F, 28/F & 32/F	47/73,000	44/73,000	47/73,000	77/73,000	76/73,000	50/73,000	84/73,000	47/73,000
33/F & 35/F (Duplex)	282/73,000	265/73,000	—	—	—	—	—	—

*4/F, 13/F, 14/F, 24/F and 34/F are omitted for all blocks.

3. The term of years for which the manager of the development is appointed

The Manager is to be appointed for an initial term of two years from the date of the Principal Deed of Mutual Covenant and to be continued thereafter until the termination of the Manager’s appointment in accordance with the provisions thereof.

4. The basis on which the management expenses are shared among the owners of the residential properties in the development

The Owner of each Residential Unit shall contribute towards the management expenses (including the Manager’s remuneration) of the Estate by paying in advance on the first day of each calendar month 1/12th of the due proportion of the annual expenditure in accordance with the Residential Management Budget which due proportion shall be : (i) in so far as the Development Residential Management Budget is concerned, the same proportion as the number of Management Units allocated to his Residential Unit in the Completed Phases bears to the total number of Management Units allocated to all the Residential Units in the Completed Phases within the Estate; and (ii) in so far as the Phase Residential Management Budget is concerned, the same proportion as the number of Management Units allocated to his Residential Unit bears to the total number of Management Units allocated to all Residential Units in the same Phase of his Residential Unit.

5. The basis on which the management fee deposit is fixed

The management fee deposit is equivalent to three months’ management contribution based on the first annual Management Budget payable by the Owner in respect of his Unit.

6. The area (if any) in the development retained by the vendor for its own use

Not applicable.

Note: (a) This Summary of Deed of Mutual Covenant includes the summary of the Principal Deed of Mutual Covenant in respect of Sha Tin Town Lot No.502 dated 20th January 2014, the summary of the Sub-Deed of Mutual Covenant in respect of Sha Tin Town Lot No.502 (Phase 2 of the development) dated 9th January 2015, the summary of the Sub-Deed of Mutual Covenant in respect of Sha Tin Town Lot No.502 (Phase 3 of the development) dated 7th April 2016, the summary of the Sub-Deed of Mutual Covenant in respect of Sha Tin Town Lot No.502 (Phase 4 of the development) dated 1st September 2016, and the summary of the Sub-Deed of Mutual Covenant in respect of Sha Tin Town Lot No. 502 (Phase 5 of the development) dated 8th February 2017.

(b) Unless otherwise defined in this sales brochure, the capitalized terms used in this Summary of Deed of Mutual Covenant shall have the same meaning of such terms in the Principal Deed of Mutual Covenant and all Sub-Deeds of Mutual Covenant.