

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」統指大廈公用地方與設施(供大廈整體公用及共享)、住宅公用地方與設施(供住宅發展整體公用及共享)及停車場公用地方與設施(供停車場整體公用及共享)，並在適當的情況下包括《建築物管理條例》附表一所指明的相關公用部分。

大廈公用地方與設施包括但不限於地基、柱、樑及其他結構性支承物、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、排水渠及機房設施。

住宅公用地方與設施包括但不限於大廈外牆(包括其上的玻璃天篷及任何玻璃欄杆及任何玻璃幕牆)、訪客車位、上落客貨車位、康樂地方與設施、主要大堂、升降機大堂、升降機、錶房、垃圾房及專屬住宅發展的所有機電裝置及設備。

停車場公用地方與設施包括但不限於車道、等候區、汽車升降機及升降機機房。

2. 分配予發展項目中的每個住宅物業的不分割份數的數目

樓層 單位	5/F	6/F-11/F	12/F-19/F	20/F-22/F	23/F-33/F	35/F-38/F	39/F-40/F	41/F
A	109/9500	65/9500	65/9500	65/9500	65/9500	117/9500	147/9500	279/9500
B	33/9500	32/9500	32/9500	32/9500	32/9500	67/9500	139/9500	—
C	33/9500	35/9500	35/9500	35/9500	35/9500	109/9500	—	—
D	102/9500	35/9500	35/9500	35/9500	35/9500	—	—	—
E	—	32/9500	32/9500	32/9500	32/9500	—	—	—
F	—	63/9500	63/9500	62/9500	63/9500	—	—	—

*不設4、14、24、34及44樓

3. 發展項目的管理人的委任年期

管理人首屆任期由簽訂公契日期起計兩年，其後續任至按公契的條文終止為止。

4. 在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，以分擔發展項目的管理開支(包括管理人酬金)。該應繳的份額比例，應與分配給其住宅單位的管理份數對分配給發展項目內所有住宅單位的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。

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), Residential Common Areas and Facilities (intended for the common use and benefit of the Residential Development as a whole) and Car Park Common Areas and Facilities (intended for the common use and benefit of the Car Park as a whole) and, where appropriate, includes those relevant common parts specified in Schedule 1 to the Building Management Ordinance.

The Estate Common Areas and Facilities includes but not limited to the foundations, columns, beams and other structural supports, areas for the installation or use of aerial broadcast distribution or telecommunication network facilities, communal aerial, sewers, drains, plant and machinery.

The Residential Common Areas and Facilities includes but not limited to the external walls of the Estate (including the glass canopy thereon and any glass balustrade and any curtain wall), visitors car parking spaces, loading and unloading space, recreational areas and facilities, main lobby, lift lobbies, lifts, meter rooms, refuse rooms and all mechanical and electrical installations and equipment exclusively for the Residential Development.

The Car Park Common Areas and Facilities includes but not limited to the driveways, waiting area, car lift and lift machine room.

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

Floor Unit	5/F	6/F-11/F	12/F-19/F	20/F-22/F	23/F-33/F	35/F-38/F	39/F-40/F	41/F
A	109/9500	65/9500	65/9500	65/9500	65/9500	117/9500	147/9500	279/9500
B	33/9500	32/9500	32/9500	32/9500	32/9500	67/9500	139/9500	—
C	33/9500	35/9500	35/9500	35/9500	35/9500	109/9500	—	—
D	102/9500	35/9500	35/9500	35/9500	35/9500	—	—	—
E	—	32/9500	32/9500	32/9500	32/9500	—	—	—
F	—	63/9500	63/9500	62/9500	63/9500	—	—	—

* 4/F, 14/F, 24/F, 34/F and 44/F are omitted.

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 Deed of Mutual Covenant and to be continued thereafter until 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 development 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 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 the Residential Units in the development.

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.