

根據《一手住宅物業銷售條例》第 60 條所備存的成交紀錄冊

Register of Transactions kept for the purpose of section 60 of the Residential Properties (First-hand Sales) Ordinance

第一部份：基本資料 Part 1: Basic Information

發展項目名稱 Name of Development	凱玥 The Corniche	期數(如有) Phase No. (if any)	--
發展項目位置 Location of Development	利南道 66 號 66 Lee Nam Road		

- 重要告示：
1. 閱讀該些只顯示臨時買賣合約的資料的交易項目時請特別小心，因為有關交易並未簽署買賣合約，所顯示的交易資料是以臨時買賣合約為基礎，有關交易資料日後可能會出現變化。
 2. 根據《一手住宅物業銷售條例》第 61 條，成交紀錄冊的目的是向公眾人士提供列於紀錄冊內關於該項目的交易資料，使公眾人士了解香港的住宅物業市場狀況。紀錄冊內的個人資料除供指定用途使用外，不得作其他用途。

- Important Note:
1. Please read with particular care those entries with only the particulars of the Preliminary Agreements for Sale and Purchase (PASPs) shown. They are transactions which have not yet proceeded to the Agreement for Sale and Purchase (ASP) stage. For those transactions, the information shown is premised on PASPs and may be subject to change.
 2. According to section 61 of the Residential Properties (First-hand Sales) Ordinance, the purpose of the Register is to provide a member of the public with the transaction information relating to the development, as set out in the Register, for understanding the residential property market conditions in Hong Kong. The personal data in the Register should not be used for any purpose not related to the specified purpose.

第二部份：交易資料

Part 2: Information on Transactions

(A)	(B)	(C)	(D)				(E)	(F)	(G)	(H)
臨時買賣合約的日期 (日-月-年) Date of PASP (DD-MM-YYYY)	買賣合約的日期 (日-月-年) Date of ASP (DD-MM-YYYY)	終止買賣合約的日期 (如適用) (日-月-年) Date of termination of ASP (if applicable) (DD-MM-YYYY)	住宅物業的描述 (如包括車位，請一併提供有關車位的資料) Description of Residential Property (if parking space is included, please also provide details of the parking space)				成交金額 Transaction Price	售價修改的細節及日期 (日-月-年) Details and date of any revision of price (DD-MM-YYYY)	支付條款 Terms of Payment	買方是賣方的有關連人士 The purchaser is a related party to the vendor
			大廈名稱 Block Name	樓層 Floor	單位 Unit	車位(如有) Car-parking space (if any)				
			屋號 House Number							
09-01-2023	16-01-2023		第3座 Tower 3	9	A	P015	\$164,168,000		180-day Cash Payment Plan -5% of the Purchase Price being preliminary deposit has been paid upon signing of the Preliminary Agreement; -5% of the Purchase Price being further deposit shall be paid within 30 days after the Purchaser's signing of the formal agreement for sale and purchase; -90% of the Purchase Price being balance of Purchase Price shall be paid within 180 days after signing of the Preliminary Agreement; -See the following remark 7(c) 180天現金付款計劃 -售價 5%即臨時訂金已於簽署臨時買賣合約時繳付; -售價 5%即再付訂金於買方簽署買賣合約後 30 日內繳付; -售價 90%即售價餘款於買方簽署臨時買賣合約後 180 日內繳付; -見以下備註 7(c)	
26-01-2023	02-02-2023		第3座 Tower 3	10	B	P090	\$183,276,890		180-day Cash Payment Plan -5% of the Purchase Price being preliminary deposit has been paid upon signing of the Preliminary Agreement; -5% of the Purchase Price being further deposit shall be paid within 30 days after the Purchaser's signing of the Preliminary Agreement; -90% of the Purchase Price being balance of Purchase Price shall be paid within 180 days after signing of the Preliminary Agreement; -See the following remark 7(c) -See the following remark 7(d) 180天現金付款計劃 -售價 5%即臨時訂金已於簽署臨時買賣合約時繳付; -售價 5%即再付訂金於買方簽署臨時買賣合約後 30 日內繳付; -售價 90%即售價餘款於買方簽署臨時買賣合約後 180 日內繳付; -見以下備註 7(c) -見以下備註 7(d)	

(A)	(B)	(C)	(D)				(E)	(F)	(G)	(H)
臨時買賣合約的日期 (日-月-年) Date of PASP (DD-MM-YYYY)	買賣合約的日期 (日-月-年) Date of ASP (DD-MM-YYYY)	終止買賣合約的日期 (如適用) (日-月-年) Date of termination of ASP (if applicable) (DD-MM-YYYY)	住宅物業的描述 (如包括車位，請一併提供有關車位的資料) Description of Residential Property (if parking space is included, please also provide details of the parking space)				成交金額 Transaction Price	售價修改的細節及日期 (日-月-年) Details and date of any revision of price (DD-MM-YYYY)	支付條款 Terms of Payment	買方是賣方的有關連人士 The purchaser is a related party to the vendor
			大廈名稱 Block Name	樓層 Floor	單位 Unit	車位(如有) Car-parking space (if any)				
			屋號 House Number							
24-04-2023	02-05-2023		第 3 座 Tower 3	23	B		\$184,658,000	180-day Cash Payment Plan -5% of the Purchase Price being preliminary deposit has been paid upon signing of the Preliminary Agreement; -5% of the Purchase Price being further deposit shall be paid within 30 days after the Purchaser's signing of the Preliminary Agreement; -90% of the Purchase Price being balance of Purchase Price shall be paid within 180 days after signing of the Preliminary Agreement; -See the following remark 7(b) -See the following remark 7(c) 180天現金付款計劃 -售價 5%即臨時訂金已於簽署臨時買賣合約時繳付; -售價 5%即再付訂金於買方簽署臨時買賣合約後 30 日內繳付; -售價 90%即售價餘款於買方簽署臨時買賣合約後 180 日內繳付; -見以下備註 7(b) -見以下備註 7(c)		

Part 3: Remark 第三部份：備註

1. Information on the PAsPs (i.e. columns (A), (D), (E), (G) and (H)) should be entered into this register within 24 hours after the owner enters into the relevant PAsPs. Within 1 working day after the date on which the owner enters into the relevant ASPs, the vendor must enter the date of that agreement in this register and revise the entry in this register if there is any change in the particulars of the transaction mentioned in column (H).

關於臨時買賣合約的資料 (即(A), (D), (E), (G) 及 (H) 欄)須於擁有人訂立該等臨時買賣合約之後的 24 小時內填入此紀錄冊。在擁有人訂立買賣合約之後的 1 個工作日之內，賣方須在此紀錄冊內記入該合約的日期及在 (H)欄所述的交易詳情有任何改動的情況下，須在此紀錄冊中修改有關記項。

2. If an ASP is terminated, the vendor must within 1 working day after the date of termination, enter that date in column (C) of this register.

如買賣合約於某日期遭終止，賣方須在該日期後的 1 個工作日內，在此紀錄冊 (C)欄記入該日期。

3. If the PAsP does not proceed to ASP within 5 working days after the date on which the PAsP is entered into, in order to fulfill the requirement under section 59(2)(c) of the Residential Properties (First-hand Sales) Ordinance, vendor may state “the PAsP has not proceeded further” in column (B) on the sixth working day after that date.

如在簽訂臨時買賣合約的日期之後的 5 個工作日內未有簽訂買賣合約，賣方可在該日期之後的第 6 個工作日在(B)欄寫上「簽訂臨時買賣合約後交易再未有進展」，以符合一手住宅物業銷售條例第 59 (2)(c)條的要求。

4. Within 1 working day after the date on which the price of a residential property is revised under section 35(2) of the Residential Properties (First-hand Sales) Ordinance, the Vendor must enter the details and that date in column (F) of this register.

在住宅物業的售價根據一手住宅物業銷售條例第 35(2)條修改的日期之後的 1 個工作日之內，賣方須將有關細節及該日期記入此紀錄冊 (F) 欄。

5. The Vendor should maintain this Register until the first day on which the first assignment of each residential property in the Development has been registered in the Land Registry.

賣方須一直提供此紀錄冊，直至發展項目中的每一住宅物業的首份轉讓契均已於土地註冊處註冊的首日完結。

6. The transactions in which the purchaser is a related party to the vendor will be marked with “✓” in column (H) in this register. A person is a related party to a vendor if –

(a) where that vendor is a corporation, the person is –

- (i) a director of that vendor, or a parent, spouse or child of such a director;
 - (ii) a manager of that vendor;
 - (iii) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
 - (iv) an associate corporation or holding company of that vendor;
 - (v) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
 - (vi) a manager of such an associate corporation or holding company;
- (b) where that vendor is an individual, the person is –
- (i) a parent, spouse or child of that vendor; or
 - (ii) a private company of which such a parent, spouse or child is a director or shareholder; or
- (c) where that vendor is a partnership, the person is –
- (i) a partner of that vendor, or a parent, spouse or child of such a partner; or
 - (ii) a private company of which such a partner, parent, spouse, child is a director or shareholder.

本紀錄冊會在 (H)欄以 “✓” 標示買方是賣方的有關連人士的交易。如有以下情況，某人即屬賣方的有關連人士 –

- (a) 該賣方屬法團，而該人是 –
 - (i) 該賣方的董事，或該董事的父母、配偶或子女；
 - (ii) 該賣方的經理；
 - (iii) 上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
 - (iv) 該賣方的有聯繫法團或控權公司；
 - (v) 上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或
 - (vi) 上述有聯繫法團或控權公司的經理；
- (b) 該賣方屬個人，而該人是 –
 - (i) 該賣方的父母、配偶或子女；或
 - (ii) 上述父母、配偶或子女屬其董事或股東的私人公司；或
- (c) 該賣方屬合夥，而該人是 –
 - (i) 該賣方的合夥人，或該合夥人的父母、配偶或子女；或
 - (ii) 其董事或股東為上述合夥人、父母、配偶或子女的私人公司。

7. (a) For column (G), the terms of payment include any discount on the price, and any gift, or any financial advantage or benefit, made available in connection with the purchase.

(G)欄所指的支付條款包括售價的任何折扣，及就該項購買而連帶的贈品、財務優惠或利益。

- (b) **Option to Purchase One Residential Parking Space** 認購一個住宅停車位權利

Subject to contract, the Vendor may sell to the Purchaser one residential parking space in the Development (to be determined by the Vendor in its

sole and absolute discretion) at such time, price, sales arrangements (including but not limited to the sequence for the selection of the residential parking spaces), terms and conditions as the Vendor may in its sole and absolute discretion determine, and subject to and upon the following terms and conditions:-

受制於合約，賣方可於其全權及絕對酌情決定的時間、售價、銷售安排(包括但不限於揀選住宅停車位的次序)、條款及條件向買方出售一個發展項目的住宅停車位(該停車位由賣方全權及絕對酌情決定)，及受下列的條款及條件約束：

- (i) The Purchaser shall execute the formal Agreement for Sale and Purchase (the “**Agreement**”) within 5 working days after signing the Preliminary Agreement in accordance with the terms and conditions contained in the Preliminary Agreement and be in full observance and performance of and compliance with the terms and conditions as set out in this Letter, the Preliminary Agreement and the Agreement on the part of the Purchaser. 買方須於簽署臨時合約後的 5 個工作日內按臨時合約之條款及條件簽立正式買賣合約(「正式合約」)，並完全遵守、履行及符合於本函、臨時合約及正式合約所列有關買方的條款及條件。
 - (ii) The Purchaser shall fully observe, perform and comply with the terms and conditions as specified in the notice(s) that the Vendor may serve upon the Purchaser from time to time regarding the arrangement of the sale of residential parking spaces (“**Notice**”). 買方必須完全遵守、履行及符合賣方可能不時向買方發出有關出售住宅停車位的安排事宜的通知書(「通知書」)中所列的條款及條件。
 - (iii) In the event that the Purchaser fails to observe, perform, or comply with any of the terms and conditions set out under this paragraph 7(b), the Preliminary Agreement, the Agreement and/or the Notice, the relevant option shall become null and void upon which the Purchaser shall not be entitled to any of the benefit(s) contained in this paragraph 7(b) which shall be deemed to have been withdrawn (without prejudice to the Vendor’s rights and claims against the Purchaser under the Preliminary Agreement, the Agreement and the applicable laws), and where any agreement, whether preliminary or otherwise, has been entered into for the purchase of the residential parking space of the Development, the Purchaser shall forthwith take all steps and execute all documents required by the Vendor to cancel and terminate the same without any compensation. 若買方未能遵守、履行或符合本第 7(b)段、臨時合約、買賣合約及/或通知書內任何條款及條件，相關優先權即告作廢並無效而買方將不能享用第 7(b)段所列的優惠，相關優惠將即時被撤銷(且不損害賣方於臨時合約、買賣合約及其他適用法律下之其他權利及申索)。如已就購入發展項目的住宅停車位簽立任何合約(不論臨時或其他合約)，買方必須立即按賣方要求採取一切行動及簽立所有文件將之取消及終止，且買方不會就此獲得任何賠償。
 - (iv) In the event that the Purchaser fails to exercise his option to purchase any residential parking space within the time limit or in accordance with the terms and conditions or in the manner as specified in the Notice, the Vendor shall have the right to revoke the option conferred upon the Purchaser under this paragraph 7(b). 若買方未能在通知書提及的時限內或根據通知書說明的條款及條件或方式行使其權利購買任何住宅停車位，賣方將有權撤銷在本第 7(b)段下賦予買方的權利。
- (c) **Extended Defect Warranty 延長保證修繕缺漏**

Subject to and conditional upon the Purchaser’s completion of the sale and purchase of the Property with the Vendor in accordance with and in compliance in all respects with the Preliminary Agreement and the subsequent Agreement to be entered into between the Purchaser and the Vendor and becoming the registered owner of the Property, the Vendor is prepared to, without prejudice to the Purchaser’s right under the Agreement, at its own cost and as soon as reasonably practicable after its receipt of a written notice served by the Purchaser within **3 years** from the date of completion of the sale and purchase of the Property (the “**Time Limit**”), remedy any defects to the Property (fair wear and tear excepted) caused otherwise than by any act or neglect of the Purchaser or the Purchaser’s agent, contractor or resident, occupier or visitor of the Property,

provided that:

在買方按照買方與賣方簽訂之臨時合約、正式合約完成物業的買賣並完全遵守其條款從賣方買入物業及成為物業之註冊業主為前提下，賣方將在不影響買方於正式合約下之權利下，於收到買方於物業的成交日期起計的**3年**內(「時限」)所發出的書面通知後，在合理地切實可行的範圍內盡快自費就本物業欠妥之處(正常損耗除外)作出補救，而該欠妥之處並非由買方或買方的代理人、承辦商或本物業的住客、使用者或訪客的行為或疏忽所導致，惟前提是：

- (i) The Purchaser shall give prompt written notice to the Vendor within the Time Limit specifying the defects to the Property that shall be ascertainable upon reasonable inspection. Any notice received by the Vendor later than the Time Limit will not be entertained. 買方須在時限內盡快以書面通知賣方有關本物業的欠妥之處，該欠妥之處須為在合理檢查下可以被確定。任何賣方在時限後收到的通知將不會受理。
- (ii) The Vendor shall, at its own cost (by its contractor or by procuring other responsible parties) and as soon as reasonably practicable after receipt of the Purchaser's written notice served within the Time Limit, remedy the defects stated therein. The Vendor shall not by reason of this obligation be liable to any person(s) for any loss, damages or otherwise caused by, arising from or in connection with the carrying out of this obligation or any loss of use of the Property or any part thereof or any fittings, finishes or appliances therein. 賣方當收到於時限內發出的書面通知後，須要在合理地切實可行的範圍內，盡快自費(由其承包商或促使其他相關負責人士)就買方於書面通知內列出的欠妥之處作出補救。賣方不須因此責任而向任何人士承擔任何就履行此責任所造成、產生或與此有關的損失或任何因未能使用物業或其部分或其中之裝置、裝修物料及設備的損失或其相應而生的損失。
- (iii) This obligation does not cover any electrical appliances, plants, landscaping, chattels or furniture in or sold with the Property, nor to any wear and tear of the Property or any fittings, finishes, appliances or chattels added, installed or built to or at the Property after the completion of the sale and purchase of the Property. 此項責任不包括任何位於物業內或隨物業出售的電器、花草植物、園藝設計、實產或傢具，亦不包括任何物業之損耗及在物業買賣完成後所增、安裝、構建的裝置、裝修物料、設備或實產。
- (iv) The rights or benefits conferred on the Purchaser upon the terms and conditions of this paragraph 7(c) shall be personal to the Purchaser solely and are non-assignable and non-transferable, can only be exercised and enjoyed by the Purchaser personally, and will terminate automatically when the Purchaser sells/transfers or contracts to sell/transfer the Property. In any event the Vendor shall not be liable to the Purchaser's sub-purchaser(s), nominee(s) or assignee(s). 本第 7(c)段賦予買方之權利或利益只屬買方個人的，不得轉讓或轉移，及只能由買方行使及享用。當買方出售/轉讓物業或簽訂有關協議，本第 7(c)段賦予買方之權利及利益將會自動終止。賣方在任何情況下均不須向買方之轉購人、被提名人或承讓人負責。
- (v) This obligation is given on an entirely without prejudice basis and as a gesture of goodwill of the Vendor. For the avoidance of doubt, the Vendor bears no liability to the Purchaser for any failure or delay to perform this obligation. In case of any dispute in relation to this obligation of the Vendor herein mentioned, the decision of the Vendor shall be final and binding on the Purchaser. 此項責任是在完全無損買賣雙方基礎及純為賣方之良好商譽而提供。為免生疑問，賣方無須為未能或延遲履行此項責任向買方負上任何責任或賠償任何損失。如對賣方於此項責任有任何爭議，賣方享有最終及具約束力的決定權。
- (vi) Without prejudice to the generality of the foregoing, this obligation is not applicable to any defects caused by vandalism, wrongful act or negligence or normal fair wear and tear and the Vendor is not responsible for the remedy of any defects arising out of or resulting from improper operation or maintenance, or for defect or damage aggravated through failure or delay in giving notice to the Vendor. This obligation shall cease to be applicable and the Vendor shall not be obliged to carry out this obligation if and when the subject matter of the defect(s) has been altered, relocated or otherwise modified or varied, sold or disposed of. 在無損上述條款的通用性為前提下，此項責任

是不適用於任何蓄意、錯誤或疏忽或正常損耗造成的損壞，且賣方不會對因不恰當使用或管理造成、和因買方未能及時通知賣方而加深的損壞作出執修。若買方把該等有欠妥之處的事物更改或修改、重新安置、出售或丟棄，此項責任將會終止且賣方將無須履行此項責任。

- (vii) In the event that any alterations to the Property and/or any matter added to the Property after the completion of the sale and purchase of the Property will hinder the Vendor from carrying out the remedial work of the defects (in which respect the Vendor's assessment and decision shall be final, conclusive and binding absolutely), the Purchaser shall be responsible for removing such alterations or additions prior to the commencement of the remedial works and restore such alterations or additions after completion of the remedial works at the Purchaser's own cost. The Vendor shall not be liable to any inconvenience caused to the Purchaser or resident, occupier or visitor of the Property during the remedial work. 如在物業買賣完成後對本物業作出的任何改動及/或增加的任何事項將會妨礙賣方進行欠妥之處的補救工作(在這方面，賣方的評估和決定應是最終的、決定性的和絕對有約束力)，買方須負責自費在補救工作開展之前拆除該等改動或增加的事項，並在補救工作完成後自行自費恢復該等改動或增加的事項。賣方不須因補救工作進行期間引起買方或物業的住客或使用人或訪客不便負責。
- (viii) This obligation of the Vendor is conditional on the Purchaser giving to the Vendor and/or its authorized representative reasonable access to the Property for the purpose of carrying out this obligation. 賣方的責任的先決條件，是買方須讓賣方及/或其授權代理人為履行此項責任合理地進入物業。
- (d) First in line in the Vendor's waitlist for purchase of a second residential parking space the Vendor may in the future put up for sale/offer to sell to any other purchasers/owners of the typical units in the Development. The sale of residential parking space is subject to other terms and conditions. 買方作為賣方日後如向發展項目的其他標準單位的買方或業主出售或提出要約出售第二個住宅停車位的輪候名單上的首位。住宅停車位的銷售受其他條款及細則約束。

8. The price list(s) of the development can be found in the following website: WWW.THECORNICHE.COM.HK

下述互聯網可連結到此發展項目的價單: WWW.THECORNICHE.COM.HK

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