## 根據《一手住宅物業銷售條例》第60條所備存的成交記錄冊

## 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	芳菲 Madera Garden	期數(如有) Phase No. (if any)						
發展項目位置 Location of Development	勝利道5號 (此臨時門牌號數有待項目建成時確認) No.5 Victory Avenue (This provisional street number is subject to confirmation when the Development is completed)							

### 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,成交記錄冊的目的是向公眾人士提供列於記錄冊的關於該項目的交易資料,以使公眾人士了解香港的住宅物業市場狀況。記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	買賣合約 的日期 (日-月-年) Date of ASP (DD-MM-YYYY) Date termina of A (il applica	終止買賣 合約的日期 (如適用) (日-月-年) Date of	終止買賣 合約的日期 (如適用) (日-月-年) Date of (if parking space provide details	宅物業的描述 計一併提供有關車位的資料) f Residential Property e is included, please also s 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 (DD-MM-YYYY)	Terms of Payment	買方是賣 方的有關 連人士 The purchaser	
(DD-MM-YYYY)		termination of ASP (if applicable) (DD-MM-YYYY)	大廈名稱 Block Name	樓層 Floor	單位 Unit	車位(如有) Car-parking space (if any)		of any revision of price		is a related party to the vendor
31-07-2021	06-08-2021		芳菲 Madera Garden	3	В		\$7,231,000		價單第1號 / Price List No. 1 見備註 / See remark(s): 7c(ii)(a), 7d(i), 7d(ii), 7d(iii), 7e(1)	
31-07-2021	簽訂臨時買賣合 約後交易再未有 進展 The PASP has not proceeded further		芳菲 Madera Garden	5	С		\$10,010,000		價單第1號 / Price List No. 1 見備註 / See remark(s): 7c(ii)(b), 7d(i), 7d(ii), 7d(iii), 7e(1)	
31-07-2021	06-08-2021		芳菲 Madera Garden	3	С		\$9,707,000		價單第1號 / Price List No. 1 見備註 / See remark(s): 7c(ii)(a), 7d(i), 7d(ii), 7d(iii), 7e(1)	
11-09-2021			芳菲 Madera Garden	10	В		\$7,824,000		價單第1A號 / Price List No. 1A 見備註 / See remark(s): 7c(iii), 7d(i), 7d(ii), 7d(iii)	
11-09-2021			芳菲 Madera Garden	5	В		\$7,381,000		價單第1A號 / Price List No. 1A 見備註 / See remark(s): 7c(iii), 7d(i), 7d(ii), 7d(iii)	

### 第三部份:備註 Part 3: Remarks

- 1. 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 小時內填入此記錄冊。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。
  - 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).
- 2. 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。 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.
- 3. 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。
  - 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, the Vendor may state "the PASP has not proceeded further" in column (B) on the sixth working day after that date.
- 4. 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。 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.
- 5. 賣方須一直提供此記錄冊,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。
  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.
- 6. 本記錄冊會在(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。

The transactions in which the purchaser is a related party to the vendor will be marked with " $\sqrt{}$ " 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
- 7. a. (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。

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.

b. 於本備註7內,「售價」指相關價單第二部份中所列之住宅物業的售價,而「相關價單」指有關住宅物業之價單。 因應相關折扣(如有)按售價計算得出之價 目,皆以四捨五入方式換算至最接近的千位數作為(E)欄所指的成交金額。

In this Remark 7, "Price" means the price of the residential property set out in Part 2 of the price list concerned, and "price list concerned" means the price list in relation to the residential property concerned. The price obtained after applying the relevant discount(s) (if any) on the price will be rounded off to the nearest thousand to determine the Transaction Price stated in column (E).

c. 相關價單中的支付條款

Terms of payment under the price list concerned

(i) 現金優惠付款計劃(照售價減4%)

Cash Payment Plan (4% discount from the Price)

- 成交金額5%(臨時訂金)於買方簽署臨時買賣合約時繳付。
  - 5% of the Transaction Price being the Preliminary Deposit shall be paid upon signing of the preliminary agreement for sale and purchase.
- 成交金額 5% (加付訂金)於買方簽署臨時買賣合約後30天內繳付。
  - 5% of the Transaction Price being Further Deposit shall be paid within 30 days after signing of the preliminary agreement for sale and purchase.
- 成交金額餘額(即成交金額90%)於買方簽署臨時買賣合約後90天內繳付。
  - The balance of the Transaction Price (i.e. 90% of the Transaction Price) shall be paid within 90 days after signing of the preliminary agreement for sale and purchase.

(ii) 備用一按貸款付款計劃(照售價減3%)

Standby First Mortgage Loan Payment Plan (3% discount from the Price)

(ii)(a) 成交金額為港幣一千萬以下的住宅物業

Transaction Price of residential property is under HK10 million

- 成交金額5%(臨時訂金)於買方簽署臨時買賣合約時繳付。 5% of the Transaction Price being the Preliminary Deposit shall be paid upon signing of the preliminary agreement for sale and purchase.
- 成交金額 5% (加付訂金)於買方簽署臨時買賣合約後30天內繳付。
   5% of the Transaction Price being Further Deposit shall be paid within 30 days after signing of the preliminary agreement for sale and purchase.
- 成交金額餘額(即成交金額90%)於買方簽署臨時買賣合約後90天內繳付。
  The balance of the Transaction Price (i.e. 90% of the Transaction Price) shall be paid within 90 days after signing of the preliminary agreement for sale and purchase.

#### (ii)(b) 成交金額為港幣一千萬或以上的住宅物業

Transaction Price of residential property is or over HK10 million

- 成交金額5%(臨時訂金)於買方簽署臨時買賣合約時繳付。 5% of the Transaction Price being the Preliminary Deposit shall be paid upon signing of the preliminary agreement for sale and purchase.
- 成交金額 5% (加付訂金)於買方簽署臨時買賣合約後30天內繳付。 5% of the Transaction Price being Further Deposit shall be paid within 30 days after signing of the preliminary agreement for sale and purchase.
- 成交金額 5% (部份售價)於買方簽署臨時買賣合約後60天內繳付。
  5% of the Transaction Price being Part Payment shall be paid within 60 days after signing of the preliminary agreement for sale and purchase.
- 成交金額餘額(即成交金額85%)於買方簽署臨時買賣合約後90天內繳付。
  The balance of the Transaction Price (i.e. 85% of the Transaction Price) shall be paid within 90 days after signing of the preliminary agreement for sale and purchase.

## (iii) 建築期付款計劃(照售價減2%)

Stage Payment Plan (2% discount from the Price)

- 成交金額5%(臨時訂金)於買方簽署臨時買賣合約時繳付。
   5% of the Transaction Price being the Preliminary Deposit shall be paid upon signing of the preliminary agreement for sale and purchase.
   成交金額 5%(加付訂金)於買方簽署臨時買賣合約後90天內繳付。
- 成交金額 5% (加付訂金)於買方簽署臨時買賣合約後90天內繳付。
   5% of the Transaction Price being Further Deposit shall be paid within 90 days after signing of the preliminary agreement for sale and purchase.
- 買方須於賣方就其有能力將物業有效地轉讓予買方一事向買方發出書面通知的日期後的14天內付清成交金額 90%作為成交金額之餘款。 90% of the Transaction Price being balance of the Transaction Price shall be paid by the Purchaser(s) within 14 days of the date of the written notification to the Purchaser(s) that the Vendor is in a position validly to assign the Property to the Purchaser(s).

(iv) 備用一按貸款付款計劃(照價減 3%) Standby First Mortgage Loan Payment Plan (3% discount from the Price)

- 成交金額5%(臨時訂金)於買方簽署臨時買賣合約時繳付。 5% of the Transaction Price being the Preliminary Deposit shall be paid upon signing of the preliminary agreement for sale and purchase.
- 成交金額 5% (加付訂金)於買方簽署臨時買賣合約後30天內繳付。 5% of the Transaction Price being Further Deposit shall be paid within 30 days after signing of the preliminary agreement for sale and purchase.
- 成交金額餘額(即成交金額90%)於買方簽署臨時買賣合約後90天內繳付。 The balance of the Transaction Price (i.e. 90% of the Transaction Price) shall be paid within 90 days after signing of the preliminary agreement for sale and purchase.
- 相關價單中售價獲得折扣的基礎

The basis on which any discount on the Price is available under the price list concerned.

早鳥折扣優惠 Early Bird Discount (i)

凡於2021年10月30日或之前簽署臨時買賣合約購買相關價單中所列之住宅物業的買方可獲1%售價折扣優惠。

1% discount from the Price would be offered to the Purchaser who signs the Preliminary Agreement for Sale and Purchase to purchase a residential property listed in the price list concerned on or before 30 October 2021.

- Facebook/Instagram 讚好優惠 Like Facebook/Instagram Benefit 買方可獲額外 1%售價折扣優惠作為「Facebook/Instagram 讚好優惠」。 An extra 1% discount from the Price would be offered to the Purchasers as the "Like Facebook/Instagram Benefit".
- (iii) 印花稅津貼折扣 Stamp Duty Subsidy Benefit

買方可獲額外4%售價折扣優惠作為「印花稅津貼折扣」優惠。

An extra 4% discount from the Price would be offered to the Purchasers as the "Stamp Duty Subsidy Benefit".

相關價單中可就購買發展項目中的指明住宅物業而連帶獲得的任何贈品、財務優惠或利益 e.

Any gift, or any financial advantage or benefit, to be made available in connection with the purchase of a specified residential property in the Development under the price list concerned

備用第一按揭貸款 (1)

Standby First Mortgage Loan

- 備用第一按揭貸款(此安排只適用於選擇備用一按貸款付款計劃之買方。) Standby First Mortgage Loan (This arrangement is only applicable to Purchasers who choose Standby First Mortgage Loan Payment Plan.)
- 買方必須於付清成交金額餘款之日起計最少60日前以指定格式的申請書向賣方指定財務機構申請第一按揭貸款。 The Purchaser shall apply to the Vendor's designated finance company for the First Mortgage Loan by the prescribed form not less than 60 days before the due date of payment of the balance of the Transaction Price.
- 買方須依照賣方指定財務機構之要求提供足夠之入息證明文件。

The Purchaser shall provide sufficient proof of income in accordance with the requirements of the Vendor's designated finance company.

- 買方須以所購之發展項目的住宅物業之第一法定按揭作為第一按揭貸款的抵押。
  - The First Mortgage Loan shall be secured by a first legal mortgage over the residential property in the Development purchased by the Purchaser.
- 第一按揭貸款年期最長為25年。

The maximum tenor of the First Mortgage Loan shall be 25 years.

• 買方可向由賣方指定財務機構申請按揭貸款,買方於提款日起息供分期,首三十六個月之利率按香港上海匯豐銀行之港元最優惠利率(後稱"優惠利率")減2.25% (P-2.25%p.a.)計算,第三十七個月至第六十個月之利率按優惠利率(P)計算;其後全期按優惠利率加1.5%(P+1.5%p.a.)計算,利率浮動。

The Purchaser can apply to Vendor's designated finance company for mortgage loan. Purchasers will have to pay monthly instalments and interest will be accrued starting from the day of drawdown and interest on mortgage loan will be calculated at 2.25% below the Hong Kong Dollar Best Lending Rate(P-2.25%p.a.) as quoted by The Hongkong and Shanghai Banking Corporation Limited ("the Best Lending Rate") from time to time for the first 36 months, and at the Best Lending Rate (P) within the period from the 37th month to the 60th month; and thereafter will be calculated at +1.5% above the Best Lending Rate (P+1.5%p.a.), subject to fluctuation.

• 成交金額為港幣一千萬以下的住宅物業的第一按揭貸款最高金額的90%;成交金額為港幣一千萬或以上的住宅物業的第一按揭貸款最高金額的85%。

The maximum amount of first mortgage loan shall be 90% of the Transaction Price if the residential property is under HK\$10 million; The maximum amount of first mortgage loan shall be 85% of the Transaction Price if the residential property is or over HK\$10 million.

第一按揭貸款及其相關擔保(如要)之文件必須由賣方指定財務機構指定之律師行辦理,並由買方及其擔保人(如有)須支付所有第一按揭貸款及其擔保相關之律師費及雜費。

All legal documents in relation to the First Mortgage Loan and its related guarantee(s) (if necessary) must be prepared by the solicitors' firm designated by the Vendor's designated finance company and all legal costs and disbursements relating thereto shall be paid by the Purchaser and his/her/its guarantor(s) (if any).

- 買方於決定選擇此安排前,請先向賣方指定財務機構查詢清楚按揭條款及條件、批核條件及申請手續。 The Purchaser is advised to enquire with the Vendor's designated finance company on details of the terms and conditions of the mortgage, approval conditions and application procedures.
- 第一按揭貸款之條款及批核條件僅供參考,賣方指定財務機構保留在其認為合適時不時更改第一按揭貸款之條款及批核條件的權利。
  The terms and conditions and approval conditions of the First Mortgage Loan are for reference only, the Vendor's designated finance company reserves the right to change the terms and conditions and approval conditions of the First Mortgage Loan from time to time as it sees fit.
- 第一按揭貸款受其他條款及細則約束。有關第一按揭貸款之批核與否及借貸條款以賣方指定財務機構之最終決定為準,與賣方無關,且於任何情況賣方無需為此負責。賣方並無或不得被視為就第一按揭貸款之按揭條款及條件以及申請批核與否作出任何不論明示或隱含之陳述、承諾或保證。不論貸款獲批與否,買方仍須按買賣合約完成交易及付清成交金額餘款。買方不得就由於或有關貸款的批核或不批核及/或任何貸款相關事宜而向賣方提出任何申索。

The First Mortgage Loan is subject to other terms and conditions. The terms and conditions and the approval or disapproval of applications for the First Mortgage Loan are subject to the final decision of the Vendor's designated finance company, and are not related to the Vendor(who shall under no circumstances be responsible therefor). No representation, undertaking or warranty, whether express or implied, is given, or shall be deemed to have been given by the Vendor in respect of the terms and conditions and the approval or disapproval of applications for the First Mortgage Loan. Regardless the First Mortgage Loan is granted or not, the Purchaser(s) shall complete the sale and purchase and pay the balance of the Transaction Price in accordance with the agreement for sale and purchase. The Purchaser shall have no claim whatsoever against the Vendor as a result of or in connection with the approval or disapproval of the loan and/or any matters relating to the loan.

## (2) 備用第一按揭貸款

Standby First Mortgage Loan

- 備用第一按揭貸款 (此安排只適用於選擇備用一按貸款付款計劃之買方。)
   Standby First Mortgage Loan (This arrangement is only applicable to Purchasers who choose Standby First Mortgage Loan Payment Plan.)
- 買方必須於付清成交金額餘款之日起計最少 60 日前以指定格式的申請書向賣方指定財務機構申請第一按揭貸款。
  The Purchaser shall apply to the Vendor's designated finance company for the First Mortgage Loan by the prescribed form not less than 60 days before the due date of payment of the balance of the Transaction Price.

- 買方須依照賣方指定財務機構之要求提供足夠之入息證明文件。
  - The Purchaser shall provide sufficient proof of income in accordance with the requirements of the Vendor's designated finance company.
- 買方須以所購之發展項目的住宅物業之第一法定按揭作為第一按揭貸款的抵押。
  - The First Mortgage Loan shall be secured by a first legal mortgage over the residential property in the Development purchased by the Purchaser.
- 第一按揭貸款年期最長為30年。
  - The maximum tenor of the First Mortgage Loan shall be 30 years.
- 買方可向由賣方指定財務機構申請按揭貸款,買方於提款日起息供分期,首三十六個月之利率按香港上海匯豐銀行之港元最優惠利率(後稱"優惠利率")減2.25% (P-2.25%p.a.)計算,第三十七個月至第六十個月之利率按優惠利率(P)計算;其後全期按優惠利率加1.5%(P+1.5%p.a.)計算,利率浮動。

The Purchaser can apply to Vendor's designated finance company for mortgage loan. Purchasers will have to pay monthly instalments and interest will be accrued starting from the day of drawdown and interest on mortgage loan will be calculated at 2.25% below the Hong Kong Dollar Best Lending Rate(P-2.25%p.a.) as quoted by The Hongkong and Shanghai Banking Corporation Limited ("the Best Lending Rate") from time to time for the first 36 months, and at the Best Lending Rate (P) within the period from the 37th month to the 60th month; and thereafter will be calculated at +1.5% above the Best Lending Rate (P+1.5%p.a.), subject to fluctuation.

- 第一按揭貸款最高金額的90%。
  - The maximum amount of first mortgage loan shall be 90%.
- 第一按揭貸款及其相關擔保(如要)之文件必須由賣方指定財務機構指定之律師行辦理,並由買方及其擔保人(如有)須支付所有第一按揭貸款 及其擔保相關之律師費及雜費。
  - All legal documents in relation to the First Mortgage Loan and its related guarantee(s) (if necessary) must be prepared by the solicitors' firm designated by the Vendor's designated finance company and all legal costs and disbursements relating thereto shall be paid by the Purchaser and his/her/its guarantor(s) (if any).
- 買方於決定選擇此安排前,請先向賣方指定財務機構查詢清楚按揭條款及條件、批核條件及申請手續。
   The Purchaser is advised to enquire with the Vendor's designated finance company on details of the terms and conditions of the mortgage, approval
  - conditions and application procedures.
- 第一按揭貸款之條款及批核條件僅供參考,賣方指定財務機構保留在其認為合適時不時更改第一按揭貸款之條款及批核條件的權利。 The terms and conditions and approval conditions of the First Mortgage Loan are for reference only, the Vendor's designated finance company reserves the right to change the terms and conditions and approval conditions of the First Mortgage Loan from time to time as it sees fit.
- 第一按揭貸款受其他條款及細則約束。有關第一按揭貸款之批核與否及借貸條款以賣方指定財務機構之最終決定為準,與賣方無關,且於任何情況賣方無需為此負責。賣方並無或不得被視為就第一按揭貸款之按揭條款及條件以及申請批核與否作出任何不論明示或隱含之陳述、承諾或保證。不論貸款獲批與否,買方仍須按買賣合約完成交易及付清成交金額餘款。買方不得就由於或有關貸款的批核或不批核及/或任何貸款相關事宜而向賣方提出任何申索。
  - The First Mortgage Loan is subject to other terms and conditions. The terms and conditions and the approval or disapproval of applications for the First Mortgage Loan are subject to the final decision of the Vendor's designated finance company, and are not related to the Vendor(who shall under no circumstances be responsible therefor). No representation, undertaking or warranty, whether express or implied, is given, or shall be deemed to have been given by the Vendor in respect of the terms and conditions and the approval or disapproval of applications for the First Mortgage Loan. Regardless the First Mortgage Loan is granted or not, the Purchaser(s) shall complete the sale and purchase and pay the balance of the Transaction Price in accordance with the agreement for sale and purchase. The Purchaser shall have no claim whatsoever against the Vendor as a result of or in connection with the approval or disapproval of the loan and/or any matters relating to the loan.

8. 下述互聯網可連結到此發展項目的價單: www.madera-garden.com.hk

The price list(s) of the development can be found in the following website: <a href="www.madera-garden.com.hk">www.madera-garden.com.hk</a>

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