

**TENDER NOTICE CONTAINING TERMS AND CONDITIONS
OF THE TENDER SALE OF
載有下述物業招標條款之招標公告**

**Flat C on G/F – 1/F in Mansion A
Flat B on 2/F – 3/F in Mansion A
Flat A on G/F – 1/F in Mansion B
Flat B on 2/F – 3/F in Mansion B
Flat B on G/F – 1/F in Mansion C
Flat A on 2/F – 3/F in Mansion C**

of OASIS KAI TAK (the “Development”)

OASIS KAI TAK (「發展項目」)

低座 A 座地下至 1 樓 C 單位
低座 A 座 2 樓至 3 樓 B 單位
低座 B 座地下至 1 樓 A 單位
低座 B 座 2 樓至 3 樓 B 單位
低座 C 座地下至 1 樓 B 單位
低座 C 座 2 樓至 3 樓 A 單位

Note: The tender may be made in respect of at least one of the above specified residential properties. The specified residential property(ies) for which a tenderer makes an offer to purchase will be collectively referred to as the “Property”.

註：投標人可以就最少一個上述指明住宅物業作出投標。投標人作出要約購買的指明住宅物業於下文統稱為「該物業」。

Date 日期: 26 April 2019

2019 年 4 月 26 日

From: Handy Solution Limited (the “Vendor”)

本文件由 Handy Solution Limited (「賣方」) 發出

To: Tenderers of the Property

致：該物業投標人

(1) To make an offer to purchase the Property, you shall

如欲作出要約購買該物業，閣下須

(a) complete and sign the Offer Section of this document below (the “Offer Section”) without any amendment to this document;

填妥及簽署本文件下文要約部份 (「要約部份」) (不得修改本文件)；

- (b) complete and execute the enclosed form of the preliminary agreement for sale and purchase of the Property (the “PASP”) and without any amendment and **in duplicate**; and 填妥及簽立該物業之臨時買賣合約（「臨時合約」）（其格式附夾於本文件，不得修改），一式兩份；
- (c) complete and sign the enclosed forms of each of the following without any amendment and **in duplicate**: 填妥及簽署以下各項（其格式附夾於本文件，不得修改），一式兩份：
- (i) Warning to Purchasers;
「對買方的警告」；
 - (ii) Declaration of Relationship with the Vendor;
「與賣方關係的聲明」；
 - (iii) Personal Data Collection Statement;
「收集個人資料聲明」；
 - (iv) Declaration in relation to Intermediary;
「有關中介人的聲明」；
 - (v) Vendor's Information Form; and
「賣方資料表格」；及
 - (vi) Acknowledgement Letter regarding Bulkhead and False Ceiling and Exposed Structure.
「有關假陣及假天花及外露結構確認函」。

Please do not date the PASP. Please date the documents referred to in (1)(c) above the date on which you sign the same.

請勿於臨時合約填上日期。 簽署上述第（1）（c）段提及之文件時，請填上簽署日期。

- (2) You shall submit the following to the Vendor, together with this document with its Offer Section completed and signed by you as aforesaid, by delivering the same in a sealed plain envelope clearly marked “Tender No. 3.1 of Oasis Kai Tak” to **19/F, Tower 2, The Gateway, Harbour City, Tsim Sha Tsui, Kowloon, Hong Kong** **between 2 p.m. on 29 April 2019 and the closing date and time of the tender being 5 p.m. on 29 April 2019.** **In case a Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between 2p.m. and 5 p.m. on the tender closing date, the tender closing date and time will be automatically postponed to 5 p.m. on the next business day in respect of which no Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between 2 p.m. and 5 p.m.** “Business day” means a day that is not a Saturday, Sunday or public holiday. **Please note that the Vendor has the absolute right to change the tender closing date and/or time of the tender from time to time by amending the Information on Sales Arrangements relating to the Property.**

閣下須於 2019 年 4 月 29 日下午 2 時正至招標截止日期及時間即 2019 年 4 月 29 日下午 5 時正把下述文件連同本文件（要約部份須如上所述填妥及簽署）放於一個致予賣方的密封的信封內並在封面清楚列明「投標 Oasis Kai Tak 招標號碼 3.1」，一併交回香港九龍尖沙咀海港城港威大廈第二座十九樓。如於招標截止日期下午 2 時至下午 5 時之間，懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號，招標截止日期及時間自動順延至下一個緊接該日並在下午 2 時至下午 5 時之間並無懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號之辦公日之下午 5 時。「辦公日」指不屬星期六、星期日或公眾假期的日子。請注意：賣方有全權透過修改有關該物業的銷售安排資料不時更改招標截止日期及/或時間。

- (a) your completed and executed documents referred to in (1) above;
經閣下填妥及簽立之上述第（1）段所述的文件;
- (b) one or more Hong Kong Dollar cashier orders issued by a bank duly licenced under Section 16 of the Banking Ordinance (Cap. 155 of the Laws of Hong Kong) (“the Banking Ordinance”) in the total amount of 5% of the purchase price you offered and made payable to “Baker & McKenzie”, the Vendor’s solicitors; and
一張或多張按《銀行業條例》（香港法例第 155 章）（「銀行業條例」）第 16 條的持牌銀行發出的金額合共等於閣下出價的 5%、而抬頭人為「貝克·麥堅時律師事務所」（即賣方律師）的港幣銀行本票；及
- (c) copy(ies) of your identification document(s) (*note: If the tenderer concerned is a natural person, HKID and where not applicable, other valid identification document such as passport. If the tenderer concerned is a company, certificate of incorporation and certificate of change of name (if any), business registration certificate, the latest register of director and annual return of the tenderer (Form X/D2/AR1)*)閣下身份證明文件副本（註：若投標人為自然人，指香港身份證（如不適用，則指其他有效身份證明文件（如護照）；而若投標人為公司，指公司註冊證書及公司更改名稱註冊證書（如有），商業登記證，最近期之董事名冊及周年申報表（表格 X/D2/AR1））
- (3) Your submission of the items above constitutes your agreement to these terms and conditions and a formal offer for the purchase of the Property which shall remain irrevocable and open for acceptance by the Vendor **at and before 5 p.m. on the tenth working day after the closing date of the tender** (the “Specified Date”) and, on acceptance by the Vendor, a contract shall be constituted between you and the Vendor.
閣下提交上述各項即視作同意本文件條款及就購買該物業作出正式要約，且該要約於招標截止日期後的第 10 個工作天（「指明日期」）下午五時正及之前不能收回及可供賣方接受，而一經賣方接受，閣下與賣方間即有合約存在。
- (4) The Vendor may accept your offer by post, telephone, fax or email to the address / numbers / email address specified in the Offer Section or by any other effective means. After acceptance, the Vendor

will return to you one duplicate of the PASP executed by the Vendor and dated not later than the Specified Date as soon as practicable.

賣方可以透過郵寄、電話、傳真或電郵至要約部份填上之地址／號碼／電郵地址或其他任何有效方法接受閣下要約。賣方接受後，將盡快向閣下交回經賣方簽立且日期為不後於指明日期之臨時合約一份。

- (5) The successful tenderer of the Property shall have an option to purchase one Residential Parking Space in the Development (the “**Option**”). The successful tenderer must decide whether to purchase one Residential Parking Space in the Development and must enter into the relevant sale and purchase agreement(s) within the period as prescribed by the Vendor, failing which that Purchaser will be deemed to have given up the Option. The Option is not transferrable. Price List(s) and sales arrangements details of Residential Parking Spaces in the Development will be determined by the Vendor at its sole and absolute discretion and will be announced later. The decision as to whether and when to sell any Residential Parking Space and the terms of such sale are subject to the sole discretion of the Vendor.

該物業的中標人可獲認購發展項目一個住客車位之權利（「**認購權**」）。中標人需依照賣方所訂之時限決定是否購買發展項目一個住客車位及簽署相關買賣合約，逾時作棄權論。本認購權不得轉讓。發展項目住客車位的價單及銷售安排詳情將由賣方全權及絕對酌情決定，並容後公佈。將住宅停車位出售與否以及何時出售，以及銷售條款，一概由賣方全權酌情決定。

- (6) The cashier order(s) and/or cheque(s) (if any) submitted will remain uncashed until the Vendor has decided whether to accept your offer to purchase the Property. If your offer is accepted by the Vendor, the cashier order(s) and cheque(s) (if any) will be cashed and the amount will be treated as the initial deposit of the Property. If your offer is not accepted by the Vendor, you will be notified and the cashier order(s) and/or cheque(s) will be uncashed and made available for your collection by prior appointment Provided That the Vendor shall be entitled to return the cashier order(s) and/or cheque(s) (if any) to you at your risk by mailing the same by ordinary or register post to your address specified in the Offer Section.

在賣方尚未決定是否接受閣下要約前，閣下所提交之本票及/或支票（如有）將不作兌現。倘賣方接受閣下要約，本票及/或支票（如有）將作兌現，而金額將視作該物業的臨時訂金。倘賣方不接受閣下要約，閣下將獲通知，本票及/或支票（如有）將不作兌現，且經預約閣下可領回本票及/或支票（如有），惟賣方有權將本票及/或支票（如有）以普通或掛號郵遞郵寄至閣下於要約部份填上之地址（遺失風險由閣下承擔）。

- (7) If the tenderer is a company, there shall not be any change in the directors and/or shareholders of the tenderer prior to the signing of the Formal Agreement for Sale and Purchase.

如投標人為公司，在簽立正式買賣合約之前，投標人公司之董事及/或股東成員不得有任何更改。

- (9) The Vendor does not undertake and is under no obligation to, review, consider or accept the highest offer or any offer at all for the purchase of the Property or any part thereof. The Vendor has the absolute right to withdraw from the sale of the Property or any part thereof at any time before the

acceptance of any offer. The Vendor has the absolute right to accept any offer at or before the closing time of the tender or the time specified in (3) above.

賣方並不承諾亦無責任閱覽、考慮或接受認購該物業或其中任何部分最高出價之要約或任何要約。賣方有全權於接受任何要約前於任何時間撤回出售該物業或其中任何部分。賣方有全權於截標時間或之前或第(3)段所述時間或之前接受任何要約。

- (9) It is hereby specifically declared by the Vendor that any statement, whether oral or written, made and any action taken by the Vendor or any of its agents or servants in response to any enquiry made by a prospective tenderer or tenderer shall be for guidance and reference purposes only. Any statement shall not be deemed to form part of this Tender Notice and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions set out in this Tender Notice or the PASP.

茲聲明賣方任何人員或代理對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。有關之陳述或行動不得作為或視作構成本招標公告、投標表格及臨時合約的一部份。有關之陳述或行動亦不能或視作闡述、更改、否定、豁免或以任何其他形式修改本招標公告或臨時合約的任何條款或條件。

- (10) You are advised to instruct your own solicitors to advise you on these terms and conditions and the terms and conditions of the forms of the documents enclosed herewith.

特此建議閣下就本文件之條款及附夾於本文件內各文件之條款向閣下律師尋求意見。

- (11) This document and the enclosed forms are all confidential Provided That you may at your reasonable discretion and on a need-to-know basis, disclose the same to your professional advisor(s) but only for purposes of giving professional advice on the matters in connection with the transactions contemplated in these terms and conditions. This document and the enclosed forms are provided to you in consideration of your agreement to the foregoing.

本文件及所附夾之表格均屬機密，惟閣下可按合理酌情權及只向需要知情者透露需要透露之資料的準則將之透露予閣下專業顧問，惟透露之目的僅限於就本文件條款所預期交易之相關事宜提供專業意見。本文件及所附夾之表格均以閣下同意上文規定為代價向閣下提供。

- (12) A person who is not a party to this document shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this document.

並非本文件一方之人士並無任何權利按《合約（第三者權利）條例》強制執行本文件任何條款及條件或享有本文件任何條款及條件之利益。

- (13) In these terms and conditions unless the context requires otherwise words importing the singular number only shall include the plural number and vice versa, words importing a gender (including the neuter gender) only shall include all other genders (including the neuter gender).

本文件條款中，除非文意另有要求，凡指單數的字詞亦指眾數而指眾數的字詞亦指單數，而凡指某一性別（或不屬於男性或女性）的字詞亦指其他性別及不屬於男性或女性者。

(14) The Chinese version of this document is for reference only and in case of conflict between the English version and the Chinese version, the English version shall prevail.

本文件之中文譯本僅供參考之用，如與英文文本有歧義，將以英文文本為準。

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OFFER SECTION

要約部份

To be completed and signed by the tenderer(s):

由投標人填妥及簽署：

I/We hereby submit the materials referred to (2) above to the Vendor, namely (please tick “√”):

我/我們特此向賣方提交第(2)段所述之文件如下(請標上“√”)：

- completed and executed PASP (**IN DUPLICATE**)
已填妥及簽立之臨時合約(一式兩份)
- the signed Warning to Purchasers (**IN DUPLICATE**)
已簽署的「對買方的警告」(一式兩份)
- the signed Declaration of Relationship with the Vendor (**IN DUPLICATE**)
已簽署的「與賣方關係的聲明」(一式兩份)
- the signed Personal Data Collection Statement (**IN DUPLICATE**)
已簽署的「收集個人資料聲明」(一式兩份)
- the signed Declaration in relation to Intermediary (**IN DUPLICATE**)
已簽署的「有關中介人的聲明」(一式兩份)
- the signed Vendor's Information Form (**IN DUPLICATE**)
已簽署的「賣方資料表格」(一式兩份)
- the completed and signed Acknowledgement Letter regarding Bulkhead and False Ceiling (**IN DUPLICATE**)
已簽署的「有關假陣及假天花及外露結構確認函」(一式兩份)
- one or more Hong Kong Dollar cashier orders issued by a bank duly licenced under Section 16 of the Banking Ordinance (Cap. 155 of the Laws of Hong Kong) (“the Banking Ordinance”) in the total amount of 5% of the purchase price you offered and made payable to “Baker & McKenzie”, the Vendor's solicitors; and
一張或多張按《銀行業條例》(香港法例第155章)(「銀行業條例」)第16條的持牌銀行發出的金額合共等於閣下出價的5%、而抬頭人為「貝克·麥堅時律師事務所」(即賣方律師)的港幣銀行本票；及
- copy(ies) of identification document(s) of all tenderers
所有投標人的身份證明文件之副本

I/We hereby confirm that I/we agree to and am/are bound by the above terms and conditions, in consideration of the Vendor's payment of HK\$10 to me/us after receiving my/our written demand.

我/我們特此確認我/我們同意上述條款並受上述條款約束（以賣方收到我/我們書面通知後向我/我們支付港幣10元為代價）。

Signature(s) 簽署

Name of tenderer(s) 投標人的姓名：_____

No(s). of identification documents 身份證明文件之號碼：_____

(note: If a tenderer is a natural person please state HKID no. and where not applicable, no. of other valid identification document such as passport (please specify). If a tenderer is a company, please state (i) the business registration number and (ii) place of incorporation)

(請注意：若投標人為自然人，請填上香港身份證號碼（如不適用則填上其他有效身份證明文件如護照（請列明）；若投標人為公司，請填上（i）商業登記號碼（ii）公司成立地點）

(i) _____

(place of incorporation, if applicable 公司成立地點，如適用：(ii) _____)

Contact information of the tenderer(s) 投標人聯絡資料：

Address 地址：_____

Telephone number 電話號碼：_____

Fax number 傳真號碼：_____

Email address 電郵地址：_____

I/We hereby confirm that (please choose one of the following):

我／我們特此確認（請選擇以下其一）：

- before my/our submission of the said documents, the Vendor has made the Property available for my/our viewing and I/we have viewed the Property.
於我／我們提交上述文件前，賣方已開放該物業供我們參觀，而我／我們已參觀該物業。
- before my/our submission of the said documents, the Vendor has made the Property available for my/our viewing but after due consideration and out of my / our own free will and choice I / we decided not to view the Property.
於我／我們提交上述文件前，賣方已開放該物業供我們參觀，但經充份考慮後我／我們自主選擇決定不參觀該物業。
- before my/our submission of the said documents, since it is not reasonably practicable for the Property to be viewed by me/us the Vendor has made a comparable residential property available for viewing by me/us and I/we have viewed the comparable residential property.
於我／我們提交上述文件前，由於開放該物業予本人／我們參觀並非合理地切實可行，賣方已開放與該物業相若的住宅物業供本人／我們參觀，而我／我們已參觀與該物業相若的住宅物業。
- before my/our submission of the said documents, the Vendor has made a comparable residential property available for my/our viewing but after due consideration and out of my / our own free will and choice I / we decided not to view the comparable residential property.
於我／我們提交上述文件前，賣方已開放與該物業相若的住宅物業供我們參觀，但經充份考慮後我／我們自主選擇決定不參觀與該物業相若的住宅物業。
- before my/our submission of the said documents, since it is not reasonably practicable for the Property or a comparable residential property to be viewed by me/us, I/we agree that the Vendor is not required to make the Property or such a comparable residential property available for viewing by me/us before the Property is sold to me/us.
於我／我們提交上述文件前，由於開放該物業或與該物業相若的住宅物業供本人／我們參觀並非合理地切實可行，本人／我們同意賣方無須在該物業售予本人／我們之前開放該物業或與該物業相若的住宅物業供本人／我們參觀。