

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

Tower 2 Floor 19 Unit A (the “**Property**”) of ONE HOMANTIN (the “**Development**”)
ONE HOMANTIN (「發展項目」) 第 2 座 19 樓 A 單位 (「該物業」)

Date 日期: 30 May 2019

2019 年 5 月 30 日

From: Easy Merit Holdings Limited (the “**Vendor**”)

本文件由 Easy Merit Holdings 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**;
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) Acknowledgement Letter regarding Quintessentially membership;
「有關 Quintessentially 會籍的確認函」；
 - (d) 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 Gondola System.
「吊船系統確認函」。

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

請勿於臨時合約及上述第（1）（c）段提及之文件填上日期。 簽署上述第（1）（d）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 to **19/F, Tower 2, The Gateway, Harbour City, Tsim Sha Tsui, Kowloon, Hong Kong between 11 a.m. on 2 June 2019 and the closing date and time of the tender being 2 p.m. on 31 August 2019.** **In case a Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between 11 a.m. and 2 p.m. on the tender closing date, the tender closing date and time will be automatically postponed to 2 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 11 a.m. and 2 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6月2日上午十一時正至招標截止日期及時間即2019年8月31日下午二時正**把下述文件連同本文件（要約部份須如上所述填妥及簽署），一併交回香港九龍尖沙咀海港城港威大廈第二座十九樓。如於招標截止日期上午11時至下午2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上午11時至下午2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2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 licensed bank in Hong Kong in the amount of 5% of the purchase price you offered and made payable to

“Baker & McKenzie”, the Vendor’s solicitors OR one or more Hong Kong Dollar cashier orders issued by a licensed bank in Hong Kong in the amount of HK\$3,000,000 and one or more Hong Kong Dollar cheques drawn on a licensed bank in Hong Kong in the amount of 5% of the purchase price you offered less HK\$3,000,000 all such cashier orders and cheques made payable to “Baker & McKenzie”, the Vendor’s solicitors; and

一張或多張由香港持牌銀行發出金額合共等於閣下出價 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 或 一張或多張由香港持牌銀行發出金額合共等於港幣 3,000,000 元的港幣銀行本票及一張或多張由香港持牌銀行戶口開出金額合共等於閣下出價 5% 減去港幣 3,000,000 元之港幣支票，所有該等本票和支票抬頭人為“貝克·麥堅時律師事務所”（即賣方律師）；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) and business registration certificate*)

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）及商業登記證）

- (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 seventh 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. “Working day” in this paragraph (3) shall have the same meaning given under Residential Properties (First-hand Sales) Ordinance.

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 7 個工作日（「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。本第(3)段中「工作日」一詞之意思如《一手住宅物業銷售條例》所釋義者。

- (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 cheque(s) (if any) submitted will be remained 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 cheque(s) (if any) 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 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，閣下所提交之本票和支票（如有）將不作兌現。倘賣方接受閣下要約，本票和支票（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，本票和支票（如有）將不作兌現，且經預約閣下可領回本票和支票（如有），唯賣方亦可將本票和支票（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) 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. The Vendor has the absolute right to withdraw from the sale of the Property at any time before the acceptance of any offer. The Vendor has the absolute right to change the closing date and/or time of the tender from time to time by amending the Sales Arrangements in relation hereto.

賣方並不承諾亦無責任閱覽、考慮或接受認購該物業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。賣方有全權透過修改與此相關的銷售安排不時更改招標截止日期及/或時間。

- (8) 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格式附夾於本文件之各文件向閣下律師尋求意見。

- (9) 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，唯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，唯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。

- (10) 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。

- (11) 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。

- (12) 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，如與英文本有歧義，將以英文本為準。



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OFFER SECTION

要約部份

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

由投標者填妥及簽署：

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 Acknowledgement Letter regarding Quintessentially membership (**IN DUPLICATE**)
已簽署的「有關 Quintessentially 會籍的確認函」（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 signed Acknowledgement Letter regarding Gondola System (**IN DUPLICATE**)
已簽署的「吊船系統確認函」（一式兩份）
- one or more Hong Kong Dollar cashier order(s) issued by a licensed bank in Hong Kong in the amount of 5% of the purchase price offered and made payable to “Baker & McKenzie” **OR** one or more Hong Kong Dollar cashier orders issued by a licensed bank in Hong Kong in the amount of HK\$3,000,000 and one or more Hong Kong Dollar cheques drawn on a licensed bank in Hong Kong in the amount of 5% of the purchase price offered less HK\$3,000,000 all such cashier orders and cheques made payable to “Baker & McKenzie”
一張或多張由香港持牌銀行發出金額合共等於出價 5%、抬頭人為“貝克·麥堅時律師事務所”的港幣銀行本票 **或** 一張或多張由香港持牌銀行發出金額合共等於港幣 3,000,000 元的港幣銀行本票及一張或多張由香港持牌銀行戶口開出金額合共等於出價 5% 減去港幣 3,000,000 元之港幣支票，所有該等本票和支票抬頭人為“貝克·麥堅時律師事務所”
- 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 company 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）公司號碼（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。