

**TENDER NOTICE (TENDER NO. A1.1) CONTAINING TERMS AND CONDITIONS
OF THE TENDER LEASE OF**
載有下述物業租賃招標條款及條件之招標公告（招標號碼 A1.1）

House 2 and 3

**(Any combination of or each of the above properties is referred to below as the “Property”)
of 11 Plantation Road (the “Development”)**

11 Plantation Road (「物業項目」)

洋房 2 及 3

(以上物業之任何組合或每個個別物業下稱「該物業」)

Date 日期: 2 March 2021

2021 年 03 月 02 日

From: Perfect Blossom Limited (House 2) and Prosperous Honour Limited (House 3) (the
“**Lessor**”)

本文件由 Perfect Blossom Limited (洋房 2) 及 Prosperous Honour Limited (洋房 3) (「業
主」) 發出

To: Tenderers of the Property

致：該物業投標者

- (1) To make an offer to lease the Property, you shall
如欲作出要約租入該物業，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 Letter of Offer with the proforma
lease attached thereto (the “**PL**”) and without any amendment and **in duplicate**;
and
填妥及簽立該物業之要約書（「**要約書**」）聯同附上之標準租賃（“**PL**”）（其
格式附夾於本文件，不得修改），**一式兩份**；及
 - (c) complete and sign the enclosed Personal Data Collection Statement,
Acknowledgement Letter for Properties Viewing and Acknowledgement Letter

for Physical State of Residential Property and Supplemental Letter (if applicable) all without any amendment.

填妥及簽署「收集個人資料聲明」、「物業參觀確認函」、「有關住宅物業狀況確認函」及「補充函」（如適用）（其格式附夾於文件，不得修改）。

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

請勿於要約書填上日期。 簽署上述第（1）（c）段提及之文件時，請填上簽署日期。

Note: Each tenderer can only submit **ONE** Supplemental Letter (if applicable) only.

註：每位投標者只能提交**一份**補充函（如適用）。

- (2) You shall submit the following to the Lessor, 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. A1.1 of 11 Plantation Road” to the Tender Box labelled “Tender for 11 Plantation Road” placed at 1501-06, Tower 2, Time Square, 1 Matheson Street, Causeway Bay, Hong Kong between 9:00 a.m. and 6:00 p.m. from 2 to 9 March 2021. Please note that the Lessor 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 Leasing Arrangements relating to the Property.**

閣下須於 **2021 年 03 月 2 至 9 日上午九時正至下午六時正**把下述文件連同本文件（要約部份須如上所述填妥及簽署）放於一個致予業主的密封的信封內並在封面清楚列明「**11 Plantation Road 投標 A1.1**」，一併交回香港銅鑼灣勿地臣街一號時代廣場二座十五樓 1501-06 室擺放的標示為「**11 Plantation Road 投標**」的投標箱內。**請注意：業主有全權透過修改有關該物業的租賃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 (please note that the Letter of Offer shall be submitted **in duplicate**);
經閣下填妥及簽立之上述第（1）段所述的文件（請注意：要約書需提交**一式兩份**）；
- (b) one or more Hong Kong Dollar cashier order(s) issued by a licensed bank in Hong Kong for the total amount of HK\$1,000,000.00 and payable to “Harriman Leasing Limited”, the Lessor’s agent as part of the Provisional Deposit **AND** one or more Hong Kong Dollar cashier order(s) issued by a licensed bank in Hong Kong for the remaining balance of the Provisional Deposit made payable to “Harriman Leasing Limited”, the Lessor’s agent” (for the avoidance of doubt, the amount of the Provisional Deposit must be equivalent to the total amount you offered in Part

III Provisional Deposit in Letter of Offer including security deposit, advance payment and administration costs); and

一張或多張金額合共等於港幣 1,000,000.00 而抬頭人為 “Harriman Leasing Limited” (即業主之代理人) 的由香港持牌銀行發出的港幣銀行本票作為臨時按金之部份及一張或多張金額合共等於臨時按金餘額而抬頭人為 “Harriman Leasing Limited” (即業主之代理人) 的由香港持牌銀行發出的港幣銀行本票作為臨時按金之餘款 (為免疑問，臨時按金金額須等於閣下於要約部份第三章之總金額，包括保證金、預付租金及行政費用之出價)；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*)

閣下身份證明文件副本 (註：若投標者為自然人，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)；而若投標者為公司，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)

- (3) Your submission of the items above constitutes your agreement to these terms and conditions and a formal offer for the leasing of the Property which shall remain irrevocable and open for acceptance by the Lessor **at any time between the period from the closing date of the tender to 6:00 p.m. on the 180 working day after the closing date of the tender** (the “Specified Date”) and, on acceptance by the Lessor, a binding lease shall be constituted between you and the Lessor.

閣下提交上述各項即視作同意本文件條款及就租賃該物業作出正式要約，且該要約於招標截止日期至招標截止日期後的第 180 個工作天 (「指明日期」) 下午 6:00 期間任何時間內不能收回及可供業主接受，而一經業主接受，閣下與業主間即有合約存在。

- (4) The Lessor 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 Lessor will return to you one duplicate of the Letter of Offer executed by the Lessor and dated not later than the Specified Date as soon as practicable. If the tenderer concerned is a company incorporated outside Hong Kong or if an oversea address of the tenderer is given, the full name and address of the Intermediary in Hong Kong to whom the acceptance letter and one duplicate of the Letter of Offer executed by the Lessor and dated not later than the Specified Date as soon as practicable may be sent to or delivered and who will accept service of any notice, document or legal

process on behalf of the tenderer must be stated in the Offer Section. Such tenderer agrees that any notice, writ, summons, order, judgement or other documents or legal process shall be deemed duly and sufficiently served on it if addressed to the tenderer or the Intermediary and left at, or sent by post to the Hong Kong address of the Intermediary mentioned therein.

業主可以透過郵寄、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。業主接受後，將盡快向閣下交回經業主簽立且日期為不後於指明日期之要約書一份。若投標人是在香港以外成立的公司或投標人所報為香港以外的地址，其中介人之姓名及其香港地址須填在招標文件，中標人的通知書及經業主簽立且日期為不後於指明日期之要約書將被送往該中介人及其香港地址，中介人將代表投標人接收任何通告、文件或法律程序文件的送達。投標人同意凡任何通告、令狀、傳票、法令、裁決或其他文件或法律程序文件明由投標人或其中介人為收件人並留予或以郵遞寄往投標人之中介人於要約文件所報的香港地址將被當妥為或已充分地送達。

- (5) The cashier order(s) and/or personal cheque(s) submitted will remain uncashed until the Lessor has decided whether to accept your offer to lease the Property. If your offer is accepted by the Lessor, the cashier order(s) and/or personal cheque(s) covering the Provisional Deposit in Part III of the Letter of Offer will be cashed. If your offer is not accepted by the Lessor or where there is/are any unused cashier order(s) and/or personal cheque(s), you will be notified and the cashier order(s) and/or personal cheque(s) will be uncashed and made available for your collection by prior appointment Provided That the Lessor shall be entitled to return the cashier order(s) and/or personal cheque(s) to you at your risk by mailing the same by ordinary or register post to your address specified in the Offer Section.

在業主尚未決定是否接受閣下要約前，閣下所提交之本票及/或個人支票將不作兌現。倘業主接受閣下要約，相等於要約部份第三章之總金額之本票及/或個人支票將作兌現。倘業主不接受閣下要約或任何本票及/或個人支票尚未使用，閣下將獲通知，本票及/或個人支票將不作兌現，且經預約閣下可領回本票及/或個人支票，惟業主有權將本票及/或個人支票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）。

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

如中標者為公司，在簽立正式租賃合約之前，中標公司之董事及/或股東成員不得有任何更改。

- (7) The Lessor does not undertake and is under no obligation to, review, consider or accept the highest offer or any offer at all for the leasing of the Property. The Lessor has the absolute right to withdraw from the lease of the Property at any time before the acceptance of any offer. The Lessor has the absolute right to change the closing date and/or time of the tender from time to time by amending the Leasing Arrangements in relation hereto.

業主並不承諾亦無責任閱覽、考慮或接受要約租入該物業最高出價之要約或任何要約。業主有全權於接受任何要約前於任何時間撤回出租該物業。業主有全權透過修改與此相關的租賃安排不時更改招標截止日期及/或時間。

- (8) It is hereby specifically declared by the Lessor that any statement, whether oral or written, made and any action taken by the Lessor 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 Letter of Offer.

茲聲明業主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、投標表格及要約書的一部份。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要約書的任何條款或條件。

- (9) 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。

- (10) 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。

- (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) For the purpose of this document, "working day" means a day that is not (a) a general holiday or a Saturday; or (b) a black rainstorm warning day or gale warning day as defined by Section 71(2) of the Interpretation and General Clauses Ordinance (Cap.1, Laws of Hong Kong).

就本文件而言，「工作天」是指不是(a)公眾假期或星期六；或(b)根據《釋義及通則條例》（香港法例第 1 章）第 71(2)條定義的一個黑色暴雨警告日或烈風警告日的日子

- (13) 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.

本文件之中文譯本謹供參考之用，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):

由投標者填妥及簽署：

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

我/我們特此向業主提交第(2)段所述之文件如下(請標上“√”)：

- completed and executed Letter of Offer **(IN DUPLICATE)**
已填妥及簽立之要約書(一式兩份)
- acknowledged and confirmed the term of PL
已確認同意 PL 之條款
- completed and signed Personal Data Collection Statement
已填妥及簽署的「收集個人資料聲明」
- completed and signed Acknowledgement Letter for Properties Viewing
已填妥及簽署的「物業參觀確認函」
- completed and signed Acknowledgement Letter for Physical State of Residential Property
已填妥及簽署的「有關住宅物業狀況確認函」
- one or more Hong Kong Dollar cashier order(s) issued by a licensed bank in Hong Kong for the total amount of HK\$1,000,000.00 and payable to “Harriman Leasing Limited”, the Lessor’s agent as part of the Provisional Deposit **AND** one or more Hong Kong Dollar cashier order(s) issued by a licensed bank in Hong Kong for the total amount of the remaining balance of the Provisional Deposit made payable to “Harriman Leasing Limited”, the Lessor’s agent (for the avoidance of doubt, the amount of the Provisional Deposit must be equivalent to the total amount you offered in Part III Provisional Deposit in Letter of Offer); and
一張或多張金額合共等於港幣 1,000,000.00 而抬頭人為 “Harriman Leasing Limited” (即業主之代理人) 的由香港持牌銀行發出的港幣銀行本票作為臨時按金之部份及一張或多張金額合共等於臨時按金餘額而抬頭人為 “Harriman Leasing Limited” (即業主之代理人) 的由香港持牌銀行發出的港幣銀行本票作為臨時按金之餘款(為免疑問, 臨時按金金額須等於要約部份第三章之總金額, 包括保證金、預付租金及行政費用出價)

the completed and signed Supplemental Letter (if applicable)

已填妥及簽署的「補充函」（如適用）

Note: Each tenderer can only submit **ONE** Supplemental Letter (if applicable) only.

註: 每位投標者只能提交一份補充函（如適用）。

copy(ies) of identification document(s) of all tenderers

所有投標者的身份證明文件之副本

Signature(s) 簽署

Name of tenderer(s) 投標者的姓名: _____

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: 若投標者為自然人, 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)); 若投標者為公司, 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) 投標者聯絡資料:

Address 地址:

Telephone number 電話號碼: _____

Fax number 傳真號碼: _____

Email address 電郵地址: _____

To: **HARRIMAN LEASING LIMITED**
Suites 1501-6, Tower Two,
Times Square,
1 Matheson Street,
Causeway Bay,
Hong Kong.

From: _____
[H.K.I.D. No.: _____]
[B.R. No.: _____]

Dear Sirs,

LETTER OF OFFER (the "Offer")
House 2,
(which shall be designated by the Lessor from time to time at its sole discretion)
11 Plantation Road, No. 11 Plantation Road, The Peak, Hong Kong ("the Premises")

I refer to the subject matter and offer to lease the captioned premises on the following leasing terms and conditions including the Proforma Lease Agreement attached hereto: -

Part I: Lessor and Lessee Information

1. Lessor : **PERFECT BLOSSOM LIMITED** ("the Lessor").
2. Lessee : _____ [H.K.I.D. No.: _____ / B.R. No.: _____]
("the Lessee").
3. Lease Term : _____ **YEARS** tentatively from _____ ("the Commencement Date") to _____ (both days inclusive). [*Note: The term shall be no less than 24 months*]

Part II: Monthly Rental

4. Monthly Rental : **HK\$** _____ per month (inclusive of management fee, government rates and government rent).

Part III: Provisional Deposit

5. Deposit : **HK\$** _____ payable by me to the Lessor upon signing of this Offer (ie. _____ **months of monthly rental**) [*Note: The Deposit shall be at least equivalent to 2 Monthly Rental and any sum proposed shall be a multiple of the Monthly Rental*]
 - a) I understand that upon execution of this Offer, the deposit paid hereunder will be set against the deposit payable under Clause 1 of Section IX of the Lease; and
 - b) I acknowledge that if after this Offer has been accepted, there shall be a binding agreement and if I fail to comply with any of the terms and conditions herein contained including to sign the Formal Lease, the Lessor shall be entitled in its absolute discretion to forfeit the deposit and determine the agreement constituted by your acceptance of this Offer by giving notice to me. Nothing herein contained however shall prevent the Lessor from exercising its right to enforce specific performance of the agreement or claiming against me for damages for breach of the agreement; and
 - c) I acknowledge that the deposit paid upon signing this Offer will (without prejudice to any other remedy or claim as may be available to the Lessor) be forfeited if I subsequently withdraw after this Offer has been accepted or will be returned (without interest or other compensation) in the event that this Offer is not accepted; and
 - d) I understand that you are at liberty to cash this cheque immediately pending the Lessor's consideration of this Offer and such action on your part shall not be deemed to be an acceptance thereof. Should this Offer

not be accepted, the deposit will be returned to me without any interest, compensation or cost.

6. Advance Payment : **HK\$** _____ payable by me to the Lessor upon signing of this Offer [*Note: Equivalent to one Monthly Rental*]. Advance Payment will be treated as the first month rental payable by me under the Formal Lease. The above clause 5(b), (c), (d) shall mutatis mutandis apply here.
7. Administration Cost : **HK\$600.00** payable by me to the Lessor upon signing of this Offer (half of the administration of full cost **HK\$1,200.00** for preparation of the Lease upon the Lessor's acceptance of this Offer.
8. Stamp Duty : To be borne by the Lessor and me in equal share.

Part IV: Terms and Clauses

9. Lease : If this Offer is accepted by the Lessor, I agree to execute the Formal Lease in line with the Proforma Lease Agreement which is sent with this Offer and initialed by me, incorporating the relevant information and conditions set out in this Offer.
10. Utility Charges : I shall apply at my own costs and expenses for the utility supplies such as electricity, gas, water, telephone, etc and pay for their costs and expenses (including deposits).
11. User Clause : The use of the Premises is restricted to domestic purpose only.
12. Handover Condition : The Premises will be handed over to me in clean and tenantable conditions and on "as is" basis.
13. Sale : If at any time during the said term hereby created the Lessor shall enter into a contract for the sale of the said building or of any part thereof which shall include the Premises then in either of such events the Lessor shall be entitled to give not less than SIX (6) calendar months' notice in writing expiring at the end of any calendar month during the tenancy hereby created terminating the Lease and immediately upon the expiration of such notice the Lease and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of any of the agreements or stipulations herein set out.
14. Legal Cost : Each party shall bear its own legal cost (if any).
15. Stamp Duty : To be borne by the Lessor and me in equal share.
16. Lessor's Provisions of Appliances ("the Appliances") : I hereby agree that the Lessor shall provide the Appliances as per attached "Appliances List" at the Premises and I also understand that the Lessor shall have its absolute right to determine the costs and expenses, specification, quality, standard and the design of the Appliances. The location and the position of the Appliances shall be decided by the Lessor at its absolute discretion. I hereby agree that if the Lessor is unable to provide the Appliances on or before the Commencement Date, no compensation whatsoever shall be payable by the Lessor to me if the Lessor provides all the same within ONE (1) month from the Commencement Date. I also understand the Lessor reserves the right to replace/substitute any items of the Appliances by that of comparable quality whether or not due to the unavailability of supply.

I shall be responsible for the maintenance and upkeep of the Appliances and I shall also upkeep and deliver the Appliances in good and clean condition to the Lessor upon expiration or sooner determination of the said term.

17. Acknowledgement : In signing this Offer, I acknowledge that no advantage, pecuniary or otherwise, has been sought by or paid to any member of your staff and/or any staff of your duly authorized agent by me for the purpose of this Offer on the terms stated herein.
18. Binding Agreement : I acknowledge and confirm that upon the acceptance of the terms and conditions of this Offer by the Lessor, all the terms and conditions set out in this Offer shall constitute valid, binding and enforceable obligations to the Lessor and me. I further understand that this Offer shall be irrevocable by me unless the Lessor do not accept this Offer.
19. Lessor's Approval : I acknowledge that wherever the consent or approval of the Lessor is required, the same may be given or withheld or given subject to conditions, as the Lessor in its sole discretion may determine.
20. Lessor's Agents : I acknowledge that Harriman Leasing Limited acts as Leasing Agent of the Lessor, and has authority to accept/reject this Offer on behalf of the Lessor and has authority to represent and bind the Lessor in all matters arising from or in connection with this Offer and if this Offer herein is accepted, in all matters arising from or in connection with the Lease of the Premises.
21. (a) Personal Data Collection Statement : I note that the Lessor will preserve the confidentiality of my personal data and information collected and obtained from this Letter of Offer. I further agree and acknowledge that I am required to provide personal data and information including but not limited to my name(s), HKID card number, incorporation number, business registration number, mailing address, phone number, email address and bank account information. I understand that the purposes for the collection of the above personal data and information include but not limited to processing or facilitating or operating or enforcing the Lease and/or for marketing the events, services, and facilities in relation to the Lessor and/or the businesses and operating segments (including but not limited to commercial, industrial, retail, residential, and hotel) of its group of companies and associated companies in Hong Kong and elsewhere. In the event that any such data or information is not provided, the Lessor may be unable to perform and carry out the terms and conditions laid down in the Lease or to provide such information or materials which the Lessor considers will be of interest to me.
- (b) Privacy Policy, Notice and Consent : I agree that the Lessor may disclose and/or transfer my non-financial personal data or information to the Lessor's group of companies and associated companies for purposes include but not limited to processing or facilitating or operating or enforcing the Lease and/or for marketing the events, services, and facilities in relation to the Lessor and/or the businesses and operating segments (including but not limited to commercial, industrial, retail, residential, and hotel) of its group of companies and associated companies in Hong Kong and elsewhere. I further agree to the Lessor's use and/or transfer of my personal data or information (such as my name(s), mailing address, phone number, and email address) to its group of companies or associated companies for direct marketing purposes.

Under the provisions of the Personal Data (Privacy) Ordinance, I have the right to request access and correct my personal data. If I wish to access or make corrections to my data, I can submit a written request to the Lessor.

To indicate the Lessor's acceptance of my offer, please sign the Acceptance endorsed at the foot of this letter.

Yours faithfully,

Signature

Name in Block Letters:

Date:

ACCEPTANCE

The Lessor, HEREBY accept the foregoing offer.

Dated:

SIGNED by)
For and on behalf of)
HARRIMAN LEASING LIMITED)
as Leasing Agent for the)
Lessor in the presence of: -)
)
)
)

Appliances List

House 2 Appliances in Kitchen

洋房 2 廚房設備

Appliance 設備	Brand Name 品牌	Model Number 型號
Cooker Hood 抽油煙機	Miele	DA 5320 W SP
Gas Hob (Wok) 氣體煮食爐 (炒鑊)	Miele	CS 1018
Gas Hob (2 Zones) 氣體煮食爐(雙頭)	Miele	CS 1031-1
Barbecue Grill 燒烤爐	Miele	CS 1312 BG
900mm Oven 900 毫米焗爐	Miele	H6890 BP
Coffee Machine 咖啡機	Miele	CVA 6800
Microwave Oven 微波爐	Miele	M6262
Warmer Drawer 暖食物抽屜	Miele	ESW6114
Steam Over 蒸爐	Miele	DG6800
Dishwasher 洗碗碟機	Miele	G 6160 SCVi
Refrigerator 雪櫃	Sub Zero	ICBBI-42S/O
Wine Cellar 酒櫃	Sub Zero	ICBIW-30
Freezer Drawers 凍櫃抽屜	Sub Zero	ID-24F

House 2, Appliances in Utility

洋房 2 工作間設備

Appliance 設備	Brand Name 品牌	Model Number 型號
Dryer 烘乾機	Miele	TKB 340 WP
Washing Machine 洗衣機	Miele	WKF 120

To: **HARRIMAN LEASING LIMITED**
Suites 1501-6, Tower Two,
Times Square,
1 Matheson Street,
Causeway Bay,
Hong Kong.

From: _____
[H.K.I.D. No.: _____]
[B.R. No.: _____]

Dear Sirs,

LETTER OF OFFER (the "Offer")
House 2,
(which shall be designated by the Lessor from time to time at its sole discretion)
11 Plantation Road, No. 11 Plantation Road, The Peak, Hong Kong ("the Premises")

I refer to the subject matter and offer to lease the captioned premises on the following leasing terms and conditions including the Proforma Lease Agreement attached hereto: -

Part I: Lessor and Lessee Information

1. Lessor : **PERFECT BLOSSOM LIMITED** ("the Lessor").
2. Lessee : _____ [H.K.I.D. No.: _____ / B.R. No.: _____]
("the Lessee").
3. Lease Term : _____ **YEARS** tentatively from _____ ("the Commencement Date") to _____ (both days inclusive). [*Note: The term shall be no less than 24 months*]

Part II: Monthly Rental

4. Monthly Rental : **HK\$** _____ per month (inclusive of management fee, government rates and government rent).

Part III: Provisional Deposit

5. Deposit : **HK\$** _____ payable by me to the Lessor upon signing of this Offer (ie. _____ **months of monthly rental**) [*Note: The Deposit shall be at least equivalent to 2 Monthly Rental and any sum proposed shall be a multiple of the Monthly Rental*]
 - a) I understand that upon execution of this Offer, the deposit paid hereunder will be set against the deposit payable under Clause 1 of Section IX of the Lease; and
 - b) I acknowledge that if after this Offer has been accepted, there shall be a binding agreement and if I fail to comply with any of the terms and conditions herein contained including to sign the Formal Lease, the Lessor shall be entitled in its absolute discretion to forfeit the deposit and determine the agreement constituted by your acceptance of this Offer by giving notice to me. Nothing herein contained however shall prevent the Lessor from exercising its right to enforce specific performance of the agreement or claiming against me for damages for breach of the agreement; and
 - c) I acknowledge that the deposit paid upon signing this Offer will (without prejudice to any other remedy or claim as may be available to the Lessor) be forfeited if I subsequently withdraw after this Offer has been accepted or will be returned (without interest or other compensation) in the event that this Offer is not accepted; and
 - d) I understand that you are at liberty to cash this cheque immediately pending the Lessor's consideration of this Offer and such action on your part shall not be deemed to be an acceptance thereof. Should this Offer

not be accepted, the deposit will be returned to me without any interest, compensation or cost.

6. Advance Payment : **HK\$** _____ payable by me to the Lessor upon signing of this Offer [*Note: Equivalent to one Monthly Rental*]. Advance Payment will be treated as the first month rental payable by me under the Formal Lease. The above clause 5(b), (c), (d) shall mutatis mutandis apply here.
7. Administration Cost : **HK\$**600.00 payable by me to the Lessor upon signing of this Offer (half of the administration of full cost HK\$1,200.00 for preparation of the Lease upon the Lessor's acceptance of this Offer.
8. Stamp Duty : To be borne by the Lessor and me in equal share.

Part IV: Terms and Clauses

9. Lease : If this Offer is accepted by the Lessor, I agree to execute the Formal Lease in line with the Proforma Lease Agreement which is sent with this Offer and initialed by me, incorporating the relevant information and conditions set out in this Offer.
10. Utility Charges : I shall apply at my own costs and expenses for the utility supplies such as electricity, gas, water, telephone, etc and pay for their costs and expenses (including deposits).
11. User Clause : The use of the Premises is restricted to domestic purpose only.
12. Handover Condition : The Premises will be handed over to me in clean and tenantable conditions and on "as is" basis.
13. Sale : If at any time during the said term hereby created the Lessor shall enter into a contract for the sale of the said building or of any part thereof which shall include the Premises then in either of such events the Lessor shall be entitled to give not less than SIX (6) calendar months' notice in writing expiring at the end of any calendar month during the tenancy hereby created terminating the Lease and immediately upon the expiration of such notice the Lease and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of any of the agreements or stipulations herein set out.
14. Legal Cost : Each party shall bear its own legal cost (if any).
15. Stamp Duty : To be borne by the Lessor and me in equal share.
16. Lessor's Provisions of Appliances ("the Appliances") : I hereby agree that the Lessor shall provide the Appliances as per attached "Appliances List" at the Premises and I also understand that the Lessor shall have its absolute right to determine the costs and expenses, specification, quality, standard and the design of the Appliances. The location and the position of the Appliances shall be decided by the Lessor at its absolute discretion. I hereby agree that if the Lessor is unable to provide the Appliances on or before the Commencement Date, no compensation whatsoever shall be payable by the Lessor to me if the Lessor provides all the same within ONE (1) month from the Commencement Date. I also understand the Lessor reserves the right to replace/substitute any items of the Appliances by that of comparable quality whether or not due to the unavailability of supply.

I shall be responsible for the maintenance and upkeep of the Appliances and I shall also upkeep and deliver the Appliances in good and clean condition to the Lessor upon expiration or sooner determination of the said term.

17. Acknowledgement : In signing this Offer, I acknowledge that no advantage, pecuniary or otherwise, has been sought by or paid to any member of your staff and/or any staff of your duly authorized agent by me for the purpose of this Offer on the terms stated herein.
18. Binding Agreement : I acknowledge and confirm that upon the acceptance of the terms and conditions of this Offer by the Lessor, all the terms and conditions set out in this Offer shall constitute valid, binding and enforceable obligations to the Lessor and me. I further understand that this Offer shall be irrevocable by me unless the Lessor do not accept this Offer.
19. Lessor's Approval : I acknowledge that wherever the consent or approval of the Lessor is required, the same may be given or withheld or given subject to conditions, as the Lessor in its sole discretion may determine.
20. Lessor's Agents : I acknowledge that Harriman Leasing Limited acts as Leasing Agent of the Lessor, and has authority to accept/reject this Offer on behalf of the Lessor and has authority to represent and bind the Lessor in all matters arising from or in connection with this Offer and if this Offer herein is accepted, in all matters arising from or in connection with the Lease of the Premises.
21. (a) Personal Data Collection Statement : I note that the Lessor will preserve the confidentiality of my personal data and information collected and obtained from this Letter of Offer. I further agree and acknowledge that I am required to provide personal data and information including but not limited to my name(s), HKID card number, incorporation number, business registration number, mailing address, phone number, email address and bank account information. I understand that the purposes for the collection of the above personal data and information include but not limited to processing or facilitating or operating or enforcing the Lease and/or for marketing the events, services, and facilities in relation to the Lessor and/or the businesses and operating segments (including but not limited to commercial, industrial, retail, residential, and hotel) of its group of companies and associated companies in Hong Kong and elsewhere. In the event that any such data or information is not provided, the Lessor may be unable to perform and carry out the terms and conditions laid down in the Lease or to provide such information or materials which the Lessor considers will be of interest to me.
- (b) Privacy Policy, Notice and Consent : I agree that the Lessor may disclose and/or transfer my non-financial personal data or information to the Lessor's group of companies and associated companies for purposes include but not limited to processing or facilitating or operating or enforcing the Lease and/or for marketing the events, services, and facilities in relation to the Lessor and/or the businesses and operating segments (including but not limited to commercial, industrial, retail, residential, and hotel) of its group of companies and associated companies in Hong Kong and elsewhere. I further agree to the Lessor's use and/or transfer of my personal data or information (such as my name(s), mailing address, phone number, and email address) to its group of companies or associated companies for direct marketing purposes.

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To indicate the Lessor's acceptance of my offer, please sign the Acceptance endorsed at the foot of this letter.

Yours faithfully,

Signature

Name in Block Letters:

Date:

ACCEPTANCE

The Lessor, HEREBY accept the foregoing offer.

Dated:

SIGNED by)
For and on behalf of)
HARRIMAN LEASING LIMITED)
as Leasing Agent for the)
Lessor in the presence of: -)
)
)
)

Appliances List

House 2 Appliances in Kitchen

洋房 2 廚房設備

Appliance 設備	Brand Name 品牌	Model Number 型號
Cooker Hood 抽油煙機	Miele	DA 5320 W SP
Gas Hob (Wok) 氣體煮食爐 (炒鑊)	Miele	CS 1018
Gas Hob (2 Zones) 氣體煮食爐(雙頭)	Miele	CS 1031-1
Barbecue Gill 燒烤爐	Miele	CS 1312 BG
900mm Oven 900 毫米焗爐	Miele	H6890 BP
Coffee Machine 咖啡機	Miele	CVA 6800
Microwave Oven 微波爐	Miele	M6262
Warmer Drawer 暖食物抽屜	Miele	ESW6114
Steam Over 蒸爐	Miele	DG6800
Dishwasher 洗碗碟機	Miele	G 6160 SCVi
Refrigerator 雪櫃	Sub Zero	ICBBI-42S/O
Wine Cellar 酒櫃	Sub Zero	ICBIW-30
Freezer Drawers 凍櫃抽屜	Sub Zero	ID-24F

House 2, Appliances in Utility

洋房 2 工作間設備

Appliance 設備	Brand Name 品牌	Model Number 型號
Dryer 烘乾機	Miele	TKB 340 WP
Washing Machine 洗衣機	Miele	WKF 120

To: **HARRIMAN LEASING LIMITED**
Suites 1501-6, Tower Two,
Times Square,
1 Matheson Street,
Causeway Bay,
Hong Kong.

From: _____
[H.K.I.D. No.: _____]
[B.R. No.: _____]

Dear Sirs,

LETTER OF OFFER (the "Offer")
House 3,
(which shall be designated by the Lessor from time to time at its sole discretion)
11 Plantation Road, No. 11 Plantation Road, The Peak, Hong Kong ("the Premises")

I refer to the subject matter and offer to lease the captioned premises on the following leasing terms and conditions including the Proforma Lease Agreement attached hereto: -

Part I: Lessor and Lessee Information

1. Lessor : **PROSPEROUS HONOUR LIMITED** ("the Lessor").
2. Lessee : _____ [H.K.I.D. No.: _____ / B.R. No.: _____]
("the Lessee").
3. Lease Term : _____ **YEARS** tentatively from _____ ("the Commencement Date") to _____ (both days inclusive). [*Note: The term shall be no less than 24 months*]

Part II: Monthly Rental

4. Monthly Rental : **HK\$** _____ per month (inclusive of management fee, government rates and government rent).

Part III: Provisional Deposit

5. Deposit : **HK\$** _____ payable by me to the Lessor upon signing of this Offer (ie. _____ **months of monthly rental**) [*Note: The Deposit shall be at least equivalent to 2 Monthly Rental and any sum proposed shall be a multiple of the Monthly Rental*]
 - a) I understand that upon execution of this Offer, the deposit paid hereunder will be set against the deposit payable under Clause 1 of Section IX of the Lease; and
 - b) I acknowledge that if after this Offer has been accepted, there shall be a binding agreement and if I fail to comply with any of the terms and conditions herein contained including to sign the Formal Lease, the Lessor shall be entitled in its absolute discretion to forfeit the deposit and determine the agreement constituted by your acceptance of this Offer by giving notice to me. Nothing herein contained however shall prevent the Lessor from exercising its right to enforce specific performance of the agreement or claiming against me for damages for breach of the agreement; and
 - c) I acknowledge that the deposit paid upon signing this Offer will (without prejudice to any other remedy or claim as may be available to the Lessor) be forfeited if I subsequently withdraw after this Offer has been accepted or will be returned (without interest or other compensation) in the event that this Offer is not accepted; and
 - d) I understand that you are at liberty to cash this cheque immediately pending the Lessor's consideration of this Offer and such action on your part shall not be deemed to be an acceptance thereof. Should this Offer

not be accepted, the deposit will be returned to me without any interest, compensation or cost.

6. Advance Payment : **HK\$** _____ payable by me to the Lessor upon signing of this Offer [*Note: Equivalent to one Monthly Rental*]. Advance Payment will be treated as the first month rental payable by me under the Formal Lease. The above clause 5(b), (c), (d) shall mutatis mutandis apply here.
7. Administration Cost : **HK\$600.00** payable by me to the Lessor upon signing of this Offer (half of the administration of full cost **HK\$1,200.00** for preparation of the Lease upon the Lessor's acceptance of this Offer.
8. Stamp Duty : To be borne by the Lessor and me in equal share.

Part IV: Terms and Clauses

9. Lease : If this Offer is accepted by the Lessor, I agree to execute the Formal Lease in line with the Proforma Lease Agreement which is sent with this Offer and initialed by me, incorporating the relevant information and conditions set out in this Offer.
10. Utility Charges : I shall apply at my own costs and expenses for the utility supplies such as electricity, gas, water, telephone, etc and pay for their costs and expenses (including deposits).
11. User Clause : The use of the Premises is restricted to domestic purpose only.
12. Handover Condition : The Premises will be handed over to me in clean and tenantable conditions and on "as is" basis.
13. Sale : If at any time during the said term hereby created the Lessor shall enter into a contract for the sale of the said building or of any part thereof which shall include the Premises then in either of such events the Lessor shall be entitled to give not less than SIX (6) calendar months' notice in writing expiring at the end of any calendar month during the tenancy hereby created terminating the Lease and immediately upon the expiration of such notice the Lease and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of any of the agreements or stipulations herein set out.
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Yours faithfully,

Signature

Name in Block Letters:

Date:

ACCEPTANCE

The Lessor, HEREBY accept the foregoing offer.

Dated:

SIGNED by)
For and on behalf of)
HARRIMAN LEASING LIMITED)
as Leasing Agent for the)
Lessor in the presence of: -)
)
)
)

Appliances List

House 3 Appliances in Kitchen

洋房 3 廚房設備

Appliance 設備	Brand Name 品牌	Model Number 型號
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Barbecue Grill 燒烤爐	Miele	CS 1312 BG
900mm Oven 900 毫米焗爐	Miele	H6890 BP
Coffee Machine 咖啡機	Miele	CVA 6800
Microwave Oven 微波爐	Miele	M6262
Warmer Drawer 暖食物抽屜	Miele	ESW6114
Steam Over 蒸爐	Miele	DG6800
Dishwasher 洗碗碟機	Miele	G 6160 SCVi
Refrigerator 雪櫃	Sub Zero	ICBBI-42S/O
Wine Cellar 酒櫃	Sub Zero	ICBIW-30
Freezer Drawers 凍櫃抽屜	Sub Zero	ID-24F

House 3, Appliances in Utility

洋房3 工作間設備

Appliance 設備	Brand Name 品牌	Model Number 型號
Dryer 烘乾機	Miele	TKB 340 WP
Washing Machine 洗衣機	Miele	WKF 120

To: **HARRIMAN LEASING LIMITED**
Suites 1501-6, Tower Two,
Times Square,
1 Matheson Street,
Causeway Bay,
Hong Kong.

From: _____
[H.K.I.D. No.: _____]
[B.R. No.: _____]

Dear Sirs,

LETTER OF OFFER (the "Offer")
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(which shall be designated by the Lessor from time to time at its sole discretion)
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1. Lessor : **PROSPEROUS HONOUR LIMITED** ("the Lessor").
2. Lessee : _____ [H.K.I.D. No.: _____ / B.R. No.: _____]
("the Lessee").
3. Lease Term : _____ **YEARS** tentatively from _____ ("the Commencement Date") to _____ (both days inclusive). [*Note: The term shall be no less than 24 months*]

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4. Monthly Rental : **HK\$** _____ per month (inclusive of management fee, government rates and government rent).

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 - b) I acknowledge that if after this Offer has been accepted, there shall be a binding agreement and if I fail to comply with any of the terms and conditions herein contained including to sign the Formal Lease, the Lessor shall be entitled in its absolute discretion to forfeit the deposit and determine the agreement constituted by your acceptance of this Offer by giving notice to me. Nothing herein contained however shall prevent the Lessor from exercising its right to enforce specific performance of the agreement or claiming against me for damages for breach of the agreement; and
 - c) I acknowledge that the deposit paid upon signing this Offer will (without prejudice to any other remedy or claim as may be available to the Lessor) be forfeited if I subsequently withdraw after this Offer has been accepted or will be returned (without interest or other compensation) in the event that this Offer is not accepted; and
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13. Sale : If at any time during the said term hereby created the Lessor shall enter into a contract for the sale of the said building or of any part thereof which shall include the Premises then in either of such events the Lessor shall be entitled to give not less than SIX (6) calendar months' notice in writing expiring at the end of any calendar month during the tenancy hereby created terminating the Lease and immediately upon the expiration of such notice the Lease and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of any of the agreements or stipulations herein set out.
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17. Acknowledgement : In signing this Offer, I acknowledge that no advantage, pecuniary or otherwise, has been sought by or paid to any member of your staff and/or any staff of your duly authorized agent by me for the purpose of this Offer on the terms stated herein.
18. Binding Agreement : I acknowledge and confirm that upon the acceptance of the terms and conditions of this Offer by the Lessor, all the terms and conditions set out in this Offer shall constitute valid, binding and enforceable obligations to the Lessor and me. I further understand that this Offer shall be irrevocable by me unless the Lessor do not accept this Offer.
19. Lessor's Approval : I acknowledge that wherever the consent or approval of the Lessor is required, the same may be given or withheld or given subject to conditions, as the Lessor in its sole discretion may determine.
20. Lessor's Agents : I acknowledge that Harriman Leasing Limited acts as Leasing Agent of the Lessor, and has authority to accept/reject this Offer on behalf of the Lessor and has authority to represent and bind the Lessor in all matters arising from or in connection with this Offer and if this Offer herein is accepted, in all matters arising from or in connection with the Lease of the Premises.
21. (a) Personal Data Collection Statement : I note that the Lessor will preserve the confidentiality of my personal data and information collected and obtained from this Letter of Offer. I further agree and acknowledge that I am required to provide personal data and information including but not limited to my name(s), HKID card number, incorporation number, business registration number, mailing address, phone number, email address and bank account information. I understand that the purposes for the collection of the above personal data and information include but not limited to processing or facilitating or operating or enforcing the Lease and/or for marketing the events, services, and facilities in relation to the Lessor and/or the businesses and operating segments (including but not limited to commercial, industrial, retail, residential, and hotel) of its group of companies and associated companies in Hong Kong and elsewhere. In the event that any such data or information is not provided, the Lessor may be unable to perform and carry out the terms and conditions laid down in the Lease or to provide such information or materials which the Lessor considers will be of interest to me.
- (b) Privacy Policy, Notice and Consent : I agree that the Lessor may disclose and/or transfer my non-financial personal data or information to the Lessor's group of companies and associated companies for purposes include but not limited to processing or facilitating or operating or enforcing the Lease and/or for marketing the events, services, and facilities in relation to the Lessor and/or the businesses and operating segments (including but not limited to commercial, industrial, retail, residential, and hotel) of its group of companies and associated companies in Hong Kong and elsewhere. I further agree to the Lessor's use and/or transfer of my personal data or information (such as my name(s), mailing address, phone number, and email address) to its group of companies or associated companies for direct marketing purposes.

Under the provisions of the Personal Data (Privacy) Ordinance, I have the right to request access and correct my personal data. If I wish to access or make corrections to my data, I can submit a written request to the Lessor.

To indicate the Lessor's acceptance of my offer, please sign the Acceptance endorsed at the foot of this letter.

Yours faithfully,

Signature

Name in Block Letters:

Date:

ACCEPTANCE

The Lessor, HEREBY accept the foregoing offer.

Dated:

SIGNED by)
For and on behalf of)
HARRIMAN LEASING LIMITED)
as Leasing Agent for the)
Lessor in the presence of: -)
)
)
)

Appliances List

House 3 Appliances in Kitchen

洋房 3 廚房設備

Appliance 設備	Brand Name 品牌	Model Number 型號
Cooker Hood 抽油煙機	Miele	DA 5320 W SP
Gas Hob (Wok) 氣體煮食爐 (炒鑊)	Miele	CS 1018
Gas Hob (2 Zones) 氣體煮食爐(雙頭)	Miele	CS 1031-1
Barbecue Grill 燒烤爐	Miele	CS 1312 BG
900mm Oven 900 毫米焗爐	Miele	H6890 BP
Coffee Machine 咖啡機	Miele	CVA 6800
Microwave Oven 微波爐	Miele	M6262
Warmer Drawer 暖食物抽屜	Miele	ESW6114
Steam Over 蒸爐	Miele	DG6800
Dishwasher 洗碗碟機	Miele	G 6160 SCVi
Refrigerator 雪櫃	Sub Zero	ICBBI-42S/O
Wine Cellar 酒櫃	Sub Zero	ICBIW-30
Freezer Drawers 凍櫃抽屜	Sub Zero	ID-24F

House 3, Appliances in Utility

洋房3 工作間設備

Appliance 設備	Brand Name 品牌	Model Number 型號
Dryer 烘乾機	Miele	TKB 340 WP
Washing Machine 洗衣機	Miele	WKF 120

Personal Data Collection Statement
收集個人資料聲明

Please read the following notes carefully as they contain important information about how we would like to use your personal data.

敬請閣下細閱下列各項須知，因其載有關於我們希望如何使用閣下的個人資料之重要資訊

Harriman Leasing Limited (“HLL”) wish to collect your name, identity card number, mailing address, telephone number, email address and fax number (collectively “personal data”) for the purposes of:

夏利文物業租務有限公司（「夏利文租務」）擬收集閣下的姓名、身份證號碼、通訊地址、電話號碼、電郵地址及傳真號碼（統稱「個人資料」）作下列用途：

(i) dealing with all legal and other necessary administrative matters relating to your leasing of residential unit(s) and/or parking space(s) in 11 Plantation Road by Perfect Blossom Limited (House 2) and Prosperous Honour Limited (House 3) (“Lessor”) and its associated companies, subsidiaries and its related companies, The Wharf (Holdings) Limited (“Developer”) and HLL and protecting their interests in the development of 11 Plantation Road, and monitoring the work of HLL by the Lessor and the Developer (“Obligatory Purposes”); and

(i) 供 Perfect Blossom Limited (House 2) and Prosperous Honour Limited (House 3)（「業主」）及其有聯系公司、附屬公司及關連公司、九龍倉集團有限公司（「發展商」）以及夏利文租務處理與閣下租入 11 Plantation Road 的住宅單位及/或車位有關的所有法律及其他必需的行政事宜並保障前述各方在 11 Plantation Road 發展項目中的權益，以及供業主、發展商及會德豐地產的工作（「強制性用途」）；及

(ii) direct marketing to you by HLL and/or the Developer regarding leasing and investment opportunities in 11 Plantation Road, including but not limited to the direct marketing to you of the residential units and parking spaces in 11 Plantation Road and conducting marketing and statistical analysis (“Voluntary Purposes”).

(ii) 供夏利文租務及/或發展商就在 11 Plantation Road 的投資機會向閣下作出銷售及直接促銷，包括但不限於向閣下作出在 11 Plantation Road 的住宅單位及/或車位的直接促銷，以及進行促銷、銷售及統計分析（「自願性用途」）。

Your personal data is required by HLL for the Obligatory Purposes. If you do not provide your personal data to HLL for these purposes, HLL will not be able to carry out the Obligatory Purposes which may adversely affect your purchase of residential unit(s) and/or parking space(s) in 11 Plantation Road and/or administrative matters relating to the same.

夏利文租務乃需要閣下的個人資料作強制性用途。如果閣下不提供閣下的個人資料予夏利文租務作此等用途，夏利文租務將不能夠作出強制性用途，這可能對閣下購買在 11 Plantation Road 中的住宅單位及/或車位及/或與此有關的行政事宜有不利影響。

The Voluntary Purposes are only voluntary purposes and you are not obliged to consent to the use of your personal data for these purposes if you do not wish HLL and/or the Developer to use your personal data for direct marketing in relation to the leasing and investment opportunities in 11 Plantation Road including but not limited to the residential units and parking spaces in 11 Plantation Road, or marketing, sale and statistical analysis.

自願性用途僅屬自願性質，如果閣下不希望夏利文租務及/或發展商使用閣下的個人資料向閣下進行在 11 Plantation Road 中的投資機會（包括但不限於在 11 Plantation Road 的住宅單位及/或車位）的直接促銷，或者促銷、銷售及統計分析，閣下並無責任同意閣下的個人資料被用作此等用途。

HLL may not so use or provide your personal data for the Voluntary Purposes unless they received your written consent to the intended use and provision.

除非已獲得閣下有關於此等使用或提供的書面同意，夏利文租務不得使用或提供閣下的個人資料作自願性用途。

HLL will take all practicable steps to keep your personal data confidential and (i) **will** provide and transfer your personal data to the Developer for the Obligatory Purposes, and (ii) **if you agree and provide your written consent**, will provide and transfer your personal data to the Developer who may then use your personal data for the Voluntary Purposes. HLL will not transfer your personal data to any other person without your consent.

夏利文租務將會採取所有切實可行的步驟，以保密閣下的個人資料，及 (i) 將會把閣下的個人資料提供及轉移予發展商作強制性用途，及 (ii) 如果閣下同意及提供書面同意，將會把閣下的個人資料提供及轉移予發展商，而前述各方繼而可使用閣下的個人資料作自願性用途。在沒有閣下同意下，夏利文租務不會把閣下的個人資料轉移予任何其他人士。

You may withdraw your consent and require HLL and/or the Developer at any time to cease using your personal data for the Voluntary Purposes and HLL and/or the Developer must so cease, without charge.

閣下可隨時撤回閣下的同意並要求夏利文租務及/或發展商停止使用閣下的個人資料作自願性用途，而夏利文租務及/或發展商必須在不收費的情況下停止如此使用該等資料。

HLL will keep your personal data only for so long as necessary to fulfill the Obligatory Purposes and, if you consent, the Voluntary Purposes. HLL will not retain your personal data if you withdraw your consent and request HLL to cease to do so. Upon fulfillment of the Obligatory Purposes and, if you consent, the Voluntary Purposes, and withdrawal of your consent or occurrence of other circumstances where your personal data is no longer required, HLL will destroy your personal data as soon as practicable after HLL are no longer obliged to retain such data by law.

夏利文租務將只在為落實強制性用途及(如果閣下同意)自願性用途所需的期間內，方會保存閣下的個人資料。如果閣下撤回閣下的同意及要求夏利文租務停止如此使用閣下的個人資料，夏利文租務將不會保留該等資料。在落實強制性用途及(如果閣下同意)自願性用途後、閣下撤回同意或者出現發生不再需要閣下的個人資料之其他情況時，夏利文租務將會在根據法律再無責任保留閣下的個人資料之後，在切實可行的範圍內盡快銷毀該等資料。

You may at any time request access to and/or correct your personal data in HLL's records. To exercise these rights, you may contact HLL at the addresses below by stating your communication as "Confidential".

閣下可隨時要求查閱及/或改正在夏利文租務的紀錄中閣下的個人資料。如要行使此等權利，閣下可按以下地址與夏利文租務聯絡，並在閣下的通訊註明「保密」字樣。

If you would like to (1) request (i) access to data or correction of data and/or (ii) general information regarding HLL's policies and practices with respect to personal data and (2) raise general questions and complaints about HLL's handling of personal data, please address your communication to the following:

如欲 (1) 要求 (i) 查閱資料或改正資料及/或 (ii) 索取有關夏利文租務在個人資料方面的政策及實務的一般資料及 (2) 提出有關夏利文租務處理個人資料的一般問題及投訴，應致函予以下人士：

Personal Data Privacy Officer

Harriman Leasing Limited

Address: Suites 1501-6, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong (Marked "Confidential")

個人資料私隱主任

夏利文物業租務有限公司

地址：香港銅鑼灣勿地臣街1號時代廣場二座1501-6室(註明「保密」字樣)

I have read this Statement and agree to its terms.

本人已閱讀本聲明並同意其條款。

By checking this box, I instruct HLL **NOT** to use my personal data for the Voluntary Purposes described above, including transfer of my personal data to the Developer. (If I do not check this box, I understand that HLL **will** use my personal data for its Voluntary Purposes described above and transfer my personal data to the Developer for the Voluntary Purposes described above.)

本人在此空格加上剔(「✓」)號，即表示本人指示夏利文租務不得使用本人的個人資料作上述自願性用途，包括把本人的個人資料轉移予發展商。(如果本人並不在此空格加上剔(「✓」)號，即表示本人明白，夏利文租務將會使用本人的個人資料作其上述自願性用途並把本人的個人資料轉移予發展商作上述自願性用途。)

Signature of Applicant

:

申請人簽署：

Name of Applicant :

申請人姓名：

Date :

日期：

If there is any inconsistency between the English and Chinese version, the English version shall prevail.

英文版本與中文版本如有任何抵觸，應以英文版本為準。

Acknowledgement Letter for Properties Viewing 物業參觀確認函

To the Lessor
致業主 : Perfect Blossom Limited (House 2) and Prosperous Honour Limited (House 3)

The Property
該物業 : _____
(Note: Please fill in the Property 註：請填上該物業)
11 Plantation Road, 11 Plantation Road, The Peak
11 Plantation Road, 山頂種植道 11 號

Name of Lessee(s)
租賃人名稱 : _____

ID / BR No.
身份證/商業登記證號碼 : _____

I / We, the undersigned, hereby confirm the following matters prior to my / our signing of the Letter of Offer of the Property:

本人／我們即下述簽署人，在簽署該物業之要約書之前謹此確認以下事項：

Please specify 請選擇:

A. I / We hereby confirm that the Lessor has made the Property available for viewing by me / us prior to my / our signing of the Letter of Offer of the Property

本人／我們確認於簽署該物業之要約書之前，業主已開放該物業供本人／我們參觀：

and I / we have viewed the Property on the date stated below prior to my / our signing of the Letter of Offer of the Property

且本人／我們已於下述日期於簽署該物業之要約書之前參觀過該物業。

Date of viewing of the Property

參觀該物業日期:

OR 或

but after due consideration and out of my / our own free will and choice I / we decided not to view the Property prior to my / our signing of the Letter of Offer of the Property

但經充份考慮後本人／我們自主選擇決定於簽署該物業之要約書之前不參觀該物業。

B. I / We hereby confirm that since it is not reasonably practicable for the Property to be viewed by me / us the Lessor has made the comparable property stated below available for viewing by me / us prior to my / our signing of the Letter of Offer of the Property

本人／我們確認由於開放該物業予本人／我們參觀並非合理地切實可行，於簽署該物業之要約書之前，賣方已開放下述與該物業相若的住宅物業供本人／我們參觀：

and I / we have viewed the comparable property on the date stated below prior to my / our signing of the Letter of Offer of the Property

且本人／我們已於下述日期於簽署該物業之要約書之前參觀過與該物業相若的住宅物業。

Date of viewing of the comparable property
參觀與該物業相若的住宅物業日期:

OR 或

- but after due consideration and out of my / our own free will and choice I / we decided not to view the comparable property prior to my / our signing of the Letter of Offer of the Property
但經充份考慮後本人／我們自主選擇決定於簽署該物業之要約書之前不參觀與該物業相若的住宅物業。

comparable property
與該物業相若的住宅物業：

- C. I / We hereby confirm that it is not reasonably practicable for the Property to be viewed by me / us and it is not reasonably practicable for any comparable property to be viewed by me / us, and I / we hereby agree that the Lessor is not required to make such a comparable property available for viewing by me / us before the Property is leased to me / us

本人／我們確認開放該物業予本人／我們參觀並非合理地切實可行，而開放與該物業相若的住宅物業供本人／我們參觀亦並非合理地切實可行，本人／我們特此同意賣方無須在該物業租予本人／我們之前開放與該物業相若的住宅物業供本人／我們參觀。

Signature of Lessee(s) 租賃人簽署

Date 日期

Acknowledgement Letter for Physical State of the Property
有關住宅物業狀況確認函

To the Lessor
致業主 : Perfect Blossom Limited (House 2) and Prosperous Honour Limited (House 3)

The Property
該物業 : (Note: Please fill in the Property 註：請填上該物業)
11 Plantation Road, 11 Plantation Road, The Peak
11 Plantation Road, 山頂種植道 11 號

Name of Lessee(s)
租賃人名稱 :

ID / BR No.
身份證/商業登記證號碼 :

I / We, the undersigned, hereby acknowledge and confirm the following matters:
本人/我們即下述簽署人謹此確認以下事項:-

- (1) that I / we am/are fully aware that certain fittings, finishes and appliances of the Property may have slight natural difference(s) in colour and/or pattern (“**the Difference**”) as specified in the Schedule.
本人/我們充分知悉該物業的某些裝置、裝修物料及設備的顏色及/或紋理可能與列明於附表所提供者有少許自然差異(「**該差異**」)。
- (2) that the Difference has been made good by the Lessor with reasonable skill, workmanship and materials and does not constitute a defect of the Property.
業主已以合理的技巧、工藝及物料就該差異作出修繕，該差異不構成該物業的欠妥之處。
- (3) that I / we shall not make any objection to the Difference.
本人/我們將無權就該差異提出任何異議。
- (4) In the event of any conflict or discrepancy between the Chinese and English version the text contained herein
如本確認函所載的文字之中英文本有任何止有任何歧義，概以英文文本為準。

Signature of the Lessee(s) 租賃人簽署:

Date 日期: _____

Schedule

附表

Applicable to House 2 and 3

適用於洋房 2 及 3

Item 細項	Description	描述
Lobby 大堂	Foyer on G/F Natural stone to exposed floor surfaces with timber skirting Emulsion paint and natural stone to exposed wall surfaces. Ceilings are finished with emulsion paint	地下門廳 地板鋪天然石材，木牆腳線 牆壁 髹乳膠漆及鋪天然石材 天花板 髹乳膠漆，部分裝設石膏板假陣及髹乳膠漆
Internal wall and ceiling 內牆及天花板	Internal walls and ceilings of Living Room, Dining Room, all Ensuities and The Great Chamber are finished with emulsion paint.	牆壁; 客/飯廳裝修物料的類型 所有套房和會客廳均髹乳膠漆
Internal floor 內部地板	Living Room and Dining Room - Timber flooring to exposed surfaces for flooring with timber skirting. All Ensuities, The Great Chamber, all Dressing Rooms, His Dressing Room and Her Dressing Room - Timber flooring to exposed surfaces with timber skirting.	客/飯廳的用料 地板鋪木地板，木牆腳線 所有套房、大廳、所有衣帽間、男主人衣帽間及女主人衣帽間 地板鋪木地板，木牆腳線
Master Bathroom 主人浴室	Natural stone to exposed surfaces for floor. Natural stone to exposed surfaces for wall. Wall finishes run up to false ceiling No finishes to be provided above false ceiling. Ceiling is finished by suspended gypsum board with emulsion paint.	地板鋪天然石材 牆壁地板鋪天然石材 牆壁裝修物料鋪至假天花底 假天花以上不設裝修物料 天花板裝設石膏板假陣及髹乳膠漆

<p>Kitchen 廚房</p>	<p>Natural stone flooring to exposed surface.</p> <p>Natural stone to exposed surfaces for wall.</p> <p>Reconstituted stone finish to the back of kitchen cabinet.</p> <p>Wall finishes run up to false ceiling. No finishes to be provided above false ceiling.</p> <p>Ceiling is finished by suspended gypsum board with emulsion paint.</p> <p>Cooking bench is finished with natural stone.</p>	<p>地板鋪天然石材</p> <p>牆壁地板鋪天然石材</p> <p>廚櫃背鋪砌人造石</p> <p>牆壁裝修物料鋪至假天花底 假天花以上不設裝修物料</p> <p>天花板裝設石膏板假陣及髹乳膠漆</p> <p>烹飪台面鋪砌天然石材</p>
<p>Doors 門</p>	<p>Main door, Living Room and Dining Room - Glazed door with metal frame, fitted with timber door frame, architrave, lockset and door closer.</p> <p>Doors of Kitchen, Dressing Rooms, Multi-Purpose Room, The Great Chamber, Her Dressing Room, His Dressing Room and all Ensuites - Solid core timber door with paint, fitted with timber door frame, architrave, lockset and door closer.</p> <p>Door of Restroom, all Bathsuites and Master Bathsuite - Solid core timber door with paint and mirror fitted with timber door frame, architrave, lockset and door closer.</p>	<p>大門，客廳及飯廳 金屬框架玻璃趟門，裝有木門框、門楣、門鎖及、門鼓。</p> <p>廚房、衣帽間、多功能廳、會客廳、女主人衣帽間、男主人衣帽間及所有套房門 實心木門配油漆，裝有木門框、門楣、門鎖及門鼓</p> <p>洗手間、套房浴室、主人套房浴室門 實心木門配油漆，裝有木門框、門楣、門鎖及門鼓</p>
<p>Bathroom 浴室</p>	<p>Bathsuite</p> <p>- Fitted with natural stone countertop and sanitary wares and fittings include electroplated wash basin mixer, electroplated shower set, ceramic wash basin, ceramic water closet, shower cubicle with glass door and metal handle, electroplated head shower, electroplated paper holder, metal frame vanity counter and exhaust fan.</p>	<p>套房浴室 櫃枱面鋪砌天然石材及潔具及配件 鍍鉻洗手盤水龍頭、鍍鉻花灑水龍頭、陶瓷洗手盤、陶瓷坐廁、淋浴間裝有玻璃門連金屬拉手 鍍鉻花灑手握頭、鍍鉻廁紙架、金屬框面盤櫃及抽氣扇</p>

Bathsuite in Ensuite 1,2,3,4,5

- Fitted with natural stone countertop and sanitary wares and fittings include electroplated wash basin mixer, electroplated bath mixer, electroplated shower set, ceramic wash basin, bathtub, ceramic water closet, electroplated head shower, electroplated paper holder, metal frame vanity counter and exhaust fan.

Master Bathsuite

- Fitted with natural stone countertop and sanitary wares and fittings include electroplated wash basin mixer, electroplated bath mixer, electroplated shower set, ceramic wash basin, resin quartz bathtub (1765mm(L) x 885mm(W) x 585mm(D), shower cubicle with glass door and metal handle, ceramic water closet, electroplated towel warmer, electroplated head shower, electroplated paper holder, metal frame vanity counter and exhaust fan. For type and material of water supply system, please refer to "Water Supply" below.

Powder at 1/F & 4/F

- Fitted with natural stone countertop and sanitary wares and fittings include electroplated wash basin mixer, ceramic wash basin, ceramic water closet, electroplated towel warmer, electroplated paper holder, metal frame vanity counter and exhaust fan.

套房 1, 2, 3, 4, 5 浴室

櫃枱面鋪砌天然石材及潔具及配件
鍍鉻洗手盤水龍頭、鍍鉻浴缸水龍頭、鍍鉻花灑水龍頭
陶瓷洗手盤、浴缸、陶瓷坐廁、
鍍鉻花灑手握頭
鍍鉻廁紙架
金屬框面盤櫃及抽氣扇

主人套房浴室

櫃枱面鋪砌天然石材及潔具及配件
鍍鉻洗手盤水龍頭、鍍鉻浴缸水龍頭、鍍鉻花灑水龍頭
陶瓷洗手盤、樹脂石英浴缸 (1765 毫米(長) x 885 毫米(闊) x 585 毫米(深))
淋浴間裝有玻璃門連金屬拉手、陶瓷坐廁
鍍鉻毛巾加熱器、鍍鉻花灑手握頭、鍍鉻廁紙架
金屬框面盤櫃及抽氣扇
有關供水系統的類型和材料，請參閱下面的“供水”。

一樓及四樓化妝室

櫃枱面鋪砌天然石材及潔具及配件
鍍鉻洗手盤水龍頭、陶瓷洗手盤、陶瓷坐廁
鍍鉻毛巾加熱器、鍍鉻廁紙架
金屬框面盤櫃及抽氣扇

Supplemental Letter 補充函

To 致 : Perfect Blossom Limited (House 2) and Prosperous Honour Limited (House 3) (the “Lessor” 「業主」)
From 由 : The Tenderer named below 下述投標者

Dear Sirs,
敬啟者:

Re: The Tender specified below in respect of of 11 Planation Road House 2 and 3
關於：下述有關 11 Planation Road 洋房 2 及 3 之投標

I/We, all the Tenderers named below, wish to submit my/our tenders specified below on the following conditions:-
我/我們，下述所有投標者（“相關投標者”）希望按以下條件提交下述投標:-

I/We wish to submit my/our tenders specified above in accordance with the group(s) with the order of priority (“Preference Group(s)”) specified in the table below. Smaller number of the Preference Group indicates higher priority. I/We understand that the Lessor would at most accept the tender(s) under **ONE** Preference Group amongst all Preference Groups and all such tender(s) must be accepted **as a whole**. For the avoidance of doubt, I/We also understand and acknowledge that the priority set out below is for the Lessor’s reference only and the Lessor is not obliged to consider any Preference Group stated by any tenderer or award a tender according to any priority stated by any tenderer.

我/我們希望以下表所列之優先次序及組合（“優先組合”）提交上述投標。優先組合號數越小代表優先次序越高。我/我們明白業主最多只會接受一個優先組合下的投標而所有該等投標須一同獲接受。為釋疑慮，我/我們明白及確認上述優先次序僅作業主參考之用，業主並無責任考慮任何投標人列明的任何優先次序或根據任何投標人列明的任何優先次序接受投標。

Preference Group(s) 優先組合	Please tick (“✓”) the appropriate box beside the property(ies) selected for your preference group(s) 請於所選作出優先組合之物業旁邊方格內填上剔號(“✓”):
1.	<input type="checkbox"/> Hse 2, 11 Planation Road 洋房 2, 11 Planation Road, Name(s) of Tenderer 投標者名稱: _____ <input type="checkbox"/> Hse 3, 11 Planation Road 洋房 3, 11 Planation Road, Name(s) of Tenderer 投標者名稱: _____
2.	<input type="checkbox"/> Hse 2, 11 Planation Road 洋房 2, 11 Planation Road, Name(s) of Tenderer 投標者名稱: _____ <input type="checkbox"/> Hse 3, 11 Planation Road 洋房 3, 11 Planation Road, Name(s) of Tenderer 投標者名稱: _____

I/We understand that if the Lessor could NOT accept my/our tender(s) according to the conditions specified by me/us above, all tenders specified above submitted by me/us would be disregarded and will not be considered or accepted by the Lessor. I/We also confirm, agree and accept that the tender results decided by the Lessor are final and I/we shall not raise any claims or objections in respect thereof.

我/我們明白若業主未能以我/我們以上指定之條件接受我/我們的投標，我/我們上述已提交的所有投標將不被理會及不被業主考慮或接受。我/我們亦確認、同意及接受業主決定之投標結果為最終的，而我/我們將不會就此提出任何申索或反對。

I/We understand and acknowledge that nothing in this document should prejudice the Lessor’s rights under (7) of the Tender Notice (Tender No. A1.1 dated 2 March 2021). The tender results decided by the Lessor are final and I/we shall not raise any claims or objections in respect thereof.

我/我們明白及確認本文件並不損害招標公告(日期為 2021 年 3 月 2 日；招標號碼 A1.1)第(7)段下業主之權利。業主決定之投標結果為最終的，而閣下將不能就此提出任何申索或反對。

I/We acknowledge that I/We have been advised to instruct my/ our own solicitors to advise me on the terms and conditions and this document.

我/我們確認獲建議就本文件之條款向我/我們的律師尋求意見。

In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.

如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signature of the Tenderer 投標者簽署

Date 日期: _____