

**TENDER NOTICE (TENDER NO. A6) 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（招標編號 A6）

**House 7**

**(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 7**

**(以上物業之任何組合或每個個別物業下稱「該物業」)**

Date 日期: 22 August 2022  
2022 年 8 月 22 日

From: Fresh Treasure Limited (House 7) (the “**Lessor**”)  
本文件由 Fresh Treasure Limited (洋房 7) (「**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 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」（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。

- (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. A6 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 22 August 2022 to 24 August 2022. 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 2022年8月22日至2022年8月24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 A6**」，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 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臨時按金而抬頭人為 “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（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」）下午六時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) 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) 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), you will be notified and the cashier order(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) 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將作兌現。倘業主不接受閣下要約或任何本票尚未使用，閣下將獲通知，本票將不作兌現，且經預約閣下可領回本票，惟業主有權將本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。

.....  
**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 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（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）
- 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 7,**  
**(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 : **FRESH TREASURE 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 cashier order(s) 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 Formal 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 tenancy hereby created the Lessor shall enter into a contract for the sale of the said building or any part of the said building which includes the Premises, or of any part thereof which shall include the Premises or if any agreement shall be entered into for the sale of the entire issued share capital of the Lessor or any holding company (as defined in section 13 of the Companies Ordinance (Cap.622)), directly or indirectly, of the Lessor, then in any of the above events the Lessor shall be entitled to give six clear 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 and the Lessee shall deliver up vacant possession of the Premises in all respects in accordance with the terms of this Offer to the Lessor upon the termination of the Lease under this Clause. Either party shall have no claim and shall not make any claim against the other party for any loss, damages or compensation whatsoever arising from or incidental to any termination of the Lease pursuant to this Clause. For the avoidance of doubt, references to "the Lessor" in this Clause means Fresh Treasure Limited and its successors and assigns.
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 7 Appliances in Kitchen

洋房 7 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 1013-1
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	ESW6229
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	ICBID-24RO

### House 7 Appliances at Basement Pantry

#### 洋房 7 地下層茶水間設備

Appliance 設備	Brand Name 品牌	Model Number 型號
Cooker Hood 抽油煙機	Miele	DA 3466 HP
Induction Hob (2 Zones) 電磁煮食爐 (雙頭)	Miele	CS 1212-1i
Steam Oven 蒸爐	Miele	DG6800
Dishwasher 洗碗碟機	Miele	G 7150 SCVi
Refrigerator 雪櫃	Sub Zero	ICBBI-36S/O
Wine Cellar 酒櫃	Sub Zero	ICBUW-24/S/TH-LH

### House 7 Appliances in Utility Room

#### 洋房 7 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
Steam Closet 衣物護理機	LG	S3WF

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 7,**  
**(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 : **FRESH TREASURE 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 cashier order(s) 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 Formal 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 tenancy hereby created the Lessor shall enter into a contract for the sale of the said building or any part of the said building which includes the Premises, or of any part thereof which shall include the Premises or if any agreement shall be entered into for the sale of the entire issued share capital of the Lessor or any holding company (as defined in section 13 of the Companies Ordinance (Cap.622)), directly or indirectly, of the Lessor, then in any of the above events the Lessor shall be entitled to give six clear 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 and the Lessee shall deliver up vacant possession of the Premises in all respects in accordance with the terms of this Offer to the Lessor upon the termination of the Lease under this Clause. Either party shall have no claim and shall not make any claim against the other party for any loss, damages or compensation whatsoever arising from or incidental to any termination of the Lease pursuant to this Clause. For the avoidance of doubt, references to "the Lessor" in this Clause means Fresh Treasure Limited and its successors and assigns.
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 7 Appliances in Kitchen

洋房 7 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 1013-1
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	ESW6229
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	ICBID-24RO

### House 7 Appliances at Basement Pantry

洋房 7 地下層茶水間設備

Appliance 設備	Brand Name 品牌	Model Number 型號
Cooker Hood 抽油煙機	Miele	DA 3466 HP
Induction Hob (2 Zones) 電磁煮食爐 (雙頭)	Miele	CS 1212-1i
Steam Oven 蒸爐	Miele	DG6800
Dishwasher 洗碗碟機	Miele	G 7150 SCVi
Refrigerator 雪櫃	Sub Zero	ICBBI-36S/O
Wine Cellar 酒櫃	Sub Zero	ICBUW-24/S/TH-LH

### House 7 Appliances in Utility Room

洋房 7 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
Steam Closet 衣物護理機	LG	S3WF

**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 Fresh Treasure Limited (House 7) (“**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 Fresh Treasure Limited (House 7) (「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/Lessor 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/Lessor 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 : Fresh Treasure Limited (House 7)

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 : Fresh Treasure Limited (House 7)  
致業主 :

The Property : (Note: Please fill in the Property 註：請填上該物業)  
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 of House 7**  
**洋房 7 附表**

**Applicable to House 7**  
**適用於洋房 7**

Item 細項	Description	描述
Lobby 大堂	Foyer on G/F Natural stone to exposed floor surfaces with timber skirting  Emulsion paint 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  天花板 髹乳膠漆，部分裝設石膏板假陣及髹乳膠漆
Family room 家庭室	B/F Natural stone to exposed floor surfaces	地窖 地板鋪天然石材
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.	牆壁及天花板裝修物料 客/飯廳、所有套房和主人套房均髹乳膠漆
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、主人套房、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	Master Bathroom 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.	主人浴室 地板鋪天然石材 牆壁鋪天然石材  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><b>Kitchen</b> 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><b>Doors</b> 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, 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、主人套房、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><b>Bathroom</b> 浴室</p>	<p>Bathsuite 1 &amp; 3 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>Bathsuite 2 &amp; 4 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.</p> <p>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</p>	<p>套房浴室 1 及 3 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> <p>套房浴室 2 及 4 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、鍍鉻廁紙架及金屬框面盤櫃及抽氣扇</p> <p>主人套房浴室 櫃枱面鋪砌天然石材及潔具及配件</p>



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.

**Powder at G/F**

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

**Powder at B/F**

Fitted with corian countertop and sanitary wares and fittings include electroplated wash basin mixer, corian wash basin, ceramic water closet, electroplated paper holder and exhaust fan.

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

**地下化妝室**

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、鍍鉻廁紙架、金屬框面盤櫃及抽氣扇

**地窖化妝室**

無縫石枱面及潔具及配件

無縫石洗手盤、鍍鉻水龍頭、陶瓷坐廁、鍍鉻廁紙架及抽氣扇

Date the                      date of                      22

\*\*\*\*\*

**HARRISMAN LEASING LIMITED**  
**As agent for the registered owner**  
**FRESH TREASURE LIMITED as the Landlord**

**AND**

**TENANT**

**as the Tenant**

\*\*\*\*\*

**TENANCY AGREEMENT**

In respect of

**House No. 7 together with one adjoining carport,**  
**11 Plantation Road, The Peak, Hong Kong**

\*\*\*\*\*

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AN AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN the party described as the Landlord in the Schedule hereto (hereinafter called “the Landlord”) of the one part and the party named and described as the Tenant in the Schedule hereto (hereinafter called “the Tenant”) of the other part.

**WHEREBY IT IS AGREED** as follows :-

## **SECTION I INTERPRETATION AND AGREEMENT**

### **1. Interpretation**

- 1.1 At any time when the Landlord or the Tenant are two or more persons such expressions include all or either of those persons and obligations expressed or implied to be made by or with any of them shall be deemed to be made by or with those persons jointly and severally.
- 1.2 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation not to permit or suffer that act or thing to be done.
- 1.3 Any references to an ordinance or order shall include any statutory extension or modification or re-enactment of that ordinance or order and any regulations or order made pursuant to them.
- 1.4 Any references to words denoting the singular shall include the plural and vice versa and any references to words denoting one gender shall include all genders and words importing persons shall include companies and corporations and vice versa.
- 1.5 The headings and index are intended for guidance only and do not form part of this Agreement nor shall any of the provisions of this Agreement be construed or interpreted by reference thereto or in any way affected or limited thereby.
- 1.6 If any stipulation, agreement or condition of this Agreement, or the application thereof shall become illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected or impaired thereby and each stipulation, agreement and condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.



**2. Term Premises Rent**

The Landlord shall let to the Tenant and the Tenant shall take for the said term ALL Those the said premises as delineated in pink on the plan(s) annexed hereto (the external surfaces of the walls window frames and glass being excluded) (hereinafter called "the said premises") Together with the right to use in common with the Landlord and the tenants and occupiers of the other apartments in the said building and all others having the like right to use for the purpose only of access to and egress from the said premises the entrances staircases and landings in the said building and such passages thereto as are not included in any of the other apartments (so far as the same are necessary to the enjoyment of the said premises) And Together also with the use in common with others of the lift whenever the same shall be operating for the said term YIELDING AND PAYING therefor throughout the said term the rent and management fee (all of which are unless the context otherwise requires hereinafter included in the term "rent") as are set out in the Schedule which sums shall be payable monthly in advance clear of all deductions or any set off (whether legal or equitable) on the first day of each calendar month the first of such payments to be apportioned according to the number of days then unexpired in the month in respect of which such first payment is due and the last of such payments to be apportioned according to the number of days of the said term remaining in the month in respect of which such last payment is due.

**SECTION II  
RENT AND OTHER CHARGES**

The Tenant hereby agrees with the Landlord as follows :-

**1. Payment of Rent**

To pay the rent whether legally demanded or not on the days and in manner aforesaid at the Office of the Landlord or such other place as the Landlord may direct.

**2. Adjustment of Charges**

The Landlord shall be entitled at any time and from time to time during the said term to serve a notice upon the Tenant increasing the management fee by an amount or amounts which the Landlord shall deem appropriate and thereafter such increased charges shall be payable in lieu of the charges provided for hereinbefore.

### **3. Government Rent Rates and Charges**

- 3.1 To pay and discharge all Government rent rates taxes assessments duties charges impositions and outgoings of an annual or recurring nature now or hereafter to be assessed imposed or charged by the Government of the Hong Kong Special Administrative Region or other lawful authority upon the said premises or upon the owner or occupier thereof (Property Tax excepted). Notwithstanding the foregoing, the Tenant shall not be liable for any charges, duties or assessments which relate to a period prior to the Tenant's occupation of the said premises.
- 3.2 In the event that an assessment to rates and/or Government rent in respect of the said premises shall be raised upon the Landlord direct the Landlord shall during the month immediately preceding any quarter in respect of which such rates and/or Government rent may fall due be at liberty to debit the Tenant the amount thereof and the same shall forthwith be paid by the Tenant to the Landlord whereupon the Landlord shall account for the same to the Government of the Hong Kong Special Administrative region.
- 3.3 In the event that no valuation of the said premises shall have been made in accordance with the Rating Ordinance (Cap. 116) or any statutory amendment or modification thereof for the time being in force the Landlord shall be at liberty to make an interim valuation thereof and to debit the Tenant with the amount which would be payable upon such interim valuation and the same shall forthwith be paid by the Tenant to the Landlord and any over-payment or under-payment by the Tenant on such interim valuation shall be adjusted when a valuation under the Rating Ordinance shall have been made known.
- 3.4 The Landlord shall be entitled to treat any non payment of any amount or amounts reserved in Clause 3 and 4 of Section II including but not limiting to management fee, Government rent, rates and other payment or assessment payable in connection with the Tenant's occupation of the said premises or any part thereof in all respects as non payment of rent under this Agreement.

### **4. Utility Charges**

To pay and discharge all charges for gas water and electricity consumed in or supplied to the said premises for the Tenant's consumption and as shown by the Tenant's own separately metered supply.

## SECTION III TENANT'S OBLIGATIONS

The Tenant hereby agrees with the Landlord as follows :-

### 1. Compliance with Ordinances

To obey and comply with and to indemnify the Landlord against the Tenant's breach of (i) all Ordinances regulations by-laws rules and requirements of any Governmental or other competent authority relating to the occupation of the said premises or to any other act deed matter or thing done permitted suffered or omitted therein or thereon by the Tenant or occupier or any contractor agent licensee visitor or servant of the Tenant or occupier; and (ii) any demand, notice or order issued by the Building Authority or any other Government or competent authority in respect of any structure, partitioning, alteration, addition or installation (1) existing at or to the said Premises; or (2) made by the Tenant in or to any other part of the said building (whether or not the same was made with or without the consent of the Landlord and regardless of whether the same was made before or during the said term) and thereafter arrange and provide to the Landlord the certificate of compliance issued by the relevant authority in respect of such demand, notice or (as the case may be) order (such structures, partitioning, alterations, additions and installations referred to in this sub-paragraph (ii) are known as the "Alterations", which expression shall (where the context so requires) include any one or the relevant one of them), and to notify the Landlord forthwith in writing upon the Tenant's receipt or becoming aware of any such demand, notice or order as referred to in sub-paragraph (ii) above or any other notice or order issued by or received from any statutory or public authority concerning or in respect of the said premises or any services supplied thereto.

### 2. Maintenance of Premises / Common Areas

Subject to clause 22 under Section X hereof:-

2.1 To keep and maintain the interior of the said premises including all fixtures and fittings (Landlord's or otherwise) therein including the flooring and interior plaster or other finishing, material or rendering to walls, floors and ceilings, window frames, lightings, suspended ceiling, fire alarm and security system, locks hinges bolts and air-conditioning ducting and all painting, papering and decoration and any electrical and gas installations and appliances wiring and piping in good clean and safe repair and condition throughout the term of the tenancy or occupation.

2.1.1 To service maintain repair and upkeep the electrical installation, wiring and piping, and air-conditioning units whether or not installed by the Landlord in good working order and for this purpose to enter into a maintenance contract for

the entirety of the term herein at the Tenant's sole cost with such maintenance contractors or suppliers as shall be specified from time to time by the Landlord.

- 2.1.2 To permit such maintenance contractors and/or suppliers as shall be specified by the Landlord from time to time at any time during the term of this tenancy and/or prior to the expiration or sooner determination thereof to enter the said premises to check the state of repair and conditions of the said electrical installation, wiring and piping, and air-conditioning units to determine whether any repairs or maintenance thereon and thereto need to be carried out under relevant circumstances provided always that any costs and/or fees as may be charged by the said maintenance contractors and/or suppliers in relation to the checking of the said electrical installation, pipe and wiring, air-conditioning units shall be solely borne by the Tenant.
- 2.2 To take all such steps and precautions at the Tenant's expense as shall be required by the Landlord to prevent the said premises or any part thereof from becoming infested termites rats, mice, cockroaches or any other pests or vermin and insofar as shall be required by the Landlord, to employ at the Tenant's expenses such pest extermination contractors as the Landlord may approve at such intervals as the Landlord may direct.
- 2.3 To maintain at the expense of the Tenant all toilets and sanitary and water apparatus in the said premises in a good clean and tenantable condition at all times during the said term to the satisfaction of the Landlord and in accordance with the regulations or by-laws of the relevant Public Health and other Government Authorities.
- 2.4 To ensure that its own security system within and at the entrance of the said premises (if any) is at all times compatible with and properly linked up to the security system for the said building and/or estate (if any).
- 2.5 Not to damage, injure or deface or permit or suffer to be damaged, injured or defaced any part of the structure, fabric or decorative features of the common areas and the common services and facilities including any staircases, fences, hedges, trees, plants or shrubs therein or thereabout.

### **3. Repair Costs**

To pay to the Landlord on demand all costs incurred by the Landlord in cleaning, clearing, repairing and replacing any of the drains, pipes or sanitary or plumbing apparatus in the said building and/or the said premises choked or stopped up owing to careless or improper use or

negligence on the part of the Tenant and/or occupier or any agents or servants or licensees of the Tenant.

#### **4. Responsibility for Defects**

Subject to clause 22 under Section X hereof:-

- 4.1 To be wholly responsible for any loss damage or injury caused to any person whomsoever or any property whatsoever whether directly or indirectly :-
- 4.1.1 through the defective or damaged condition of any part of the interior of the said premises (including doors windows) or any fittings fixtures furnitures wiring or piping therein or any equipment apparatus installation whatsoever which are used and enjoyed exclusively by the Tenant whether the same shall be in or at the said premises or otherwise, or
  - 4.1.2 through or in any way owing to the spread of fire or smoke or the leakage or overflow of water including storm or rain water into or from the said premises or any part thereof, or
  - 4.1.3 through the negligence or the act neglect default or omission of the Tenant or occupier or his contractors or any agents or visitors licensees or servants of the Tenant, or
  - 4.1.4 through the use or misuse of the said premises by the Tenant or occupier or any agents or servants or visitors or licensees of the Tenant.
  - 4.1.5 through or in any way owing to the existence of the Alterations or any default, failure or delay of the Tenant to duly perform and discharge its agreements and obligations in respect of the Alterations under in this Agreement or otherwise.
- 4.2 Further and without prejudice to Clause 4(1) in this Section III, to demolish and remove at the sole cost and expense of the Tenant the Alterations as and when required by the Building Authority or other Government or competent authority or the Landlord (whether or not such requirements were made verbally or in writing) and make good all damage caused to the said premises and the said building by such removal, and to reinstate the said premises and any other affected parts of the said building to such state and condition in accordance with such requirements. The Tenant shall not be entitled to terminate this Agreement or any abatement of rent and other charges payable hereunder nor to make any claim or complaint against the Landlord, and the Landlord shall not be responsible to the Tenant for any loss, damages, cost or expense incurred

or sustained by the Tenant, by reason of or arising from the Tenant being required to comply with the aforesaid requirements or in any way owing to the existence of the Alterations.

#### **5. Third Party Insurance**

To effect and maintain throughout the said term insurance cover in respect of the Tenant's obligations under Clause 4 of Section III with a reputable insurance company to the satisfaction of the Landlord and to produce to the Landlord as and when so required by the Landlord the policy of such insurance together with the receipt for the last payment of premium and a certificate from the relevant insurance company that the policy is fully paid up and in all respects valid and subsisting, and in default of which the Landlord shall be entitled (but not obliged) at the Tenant's expense to effect such insurance cover. The policy of such insurance shall be in the name of the Tenant and endorsed to show the interest of the Landlord and the Building Manager in the said premises as co-insureds or as beneficiaries thereof and shall be in such amount as the Landlord shall from time to time stipulate and shall contain a clause to the effect that the insurance cover thereby effected and the terms and conditions thereof shall not be cancelled modified or restricted without the prior written consent of the Landlord.

#### **6. Insurance of Contents**

To be wholly responsible for any loss or damage to property within the said premises including but not limited to all the furniture fixtures fittings good chattels samples personal effects and contents as well as any common areas and common facilities in circumstances where loss and damage is caused by the Tenant and/or the occupants of the said premises and to effect with a reputable insurance company adequate insurance cover for the same in their full replacement value against all risks including but not limited to those risks perils or losses for which the Landlord's and the Building Manager's liability is expressly or impliedly excluded under this Agreement and to produce and make available to the Landlord as and when so required by the Landlord the policy of such insurance together with the receipt for the last payment of premium and a certificate from the relevant insurance company that the policy is fully paid up and in all respects valid and subsisting.

#### **7. Inform Landlord of Damage**

To give notice in writing to the Landlord or its agent of any damage that may be suffered to the said premises or to persons thereupon and of any accident to or defects in the water pipes gas pipes electrical wiring or furniture fittings fixtures or other facilities provided by the Landlord.

**8. Entry by Landlord**

To permit the Landlord and all persons authorized by it at all reasonable times and upon prior notice to enter and view the state of repair of the said premises to take inventories of the Landlord's fixtures fittings furniture and effects therein and to carry out any works repairs or maintenance which require to be done Provided that in the event of an emergency the Landlord its servants or agents may enter the said premises without notice and forcibly if need be.

**9. Notice to Repair**

On receipt of any notice from the Landlord or its authorized representative specifying any works or repairs which require to be done and which are the responsibility of the Tenant hereunder forthwith to put in hand and execute the same with all possible despatch and without any delay. Failure by the Tenant so to do will entitle the Landlord or its servants or agents to enter upon the said premises and forcibly if need be to carry out any such works or repairs at the sole expense of the Tenant.

**10. House Rule/Residents' Handbook**

At all times to comply with the House Rules annexed hereto, Residents' Handbook and DMC (if applicable). The Landlord reserves the right from time to time and by notice in writing to the Tenant to make and introduce and subsequently amend adapt or abolish if necessary such House Rules and/or Residents' Handbook as it may consider necessary for the proper management and maintenance of the said building and proper living environment and enjoyment by the Tenant.

**11. Replacement of Windows**

Subject to clause 22 under Section X hereof to reimburse to the Landlord the cost of replacing all broken and damaged windows and glass whether or not the same be broken or damaged by the negligence of the Tenant.

**12. Protection of Premises**

To take all necessary precautions to protect the said premises or any part thereof against damage by storm rainfall typhoon or fire or any like threats and in particular to ensure that all exterior doors and windows are securely fastened upon the threat of such adverse weather conditions.

**13. Air-conditioners**

To install split type air-conditioners through the designated wall apertures only and not to install any type of air-conditioners or air-conditioning plants, machinery or other mechanical apparatus in or on any part of the said premises without the prior consent of the Landlord in writing.



**14. Servants' Quarters**

To ensure that the servant's quarters (if any) attached to the said premises are occupied by his bona fide servants only and not to permit any children relations or friends of servants to reside in the said servant's quarters or upon the said premises. For the purpose of this paragraph "servants" shall mean the domestic servants of persons occupying the said premises as employees or licensees of the Tenant.

**15. Termination**

Quietly to yield up possession of the said premises to the Landlord together with all keys and the Landlord's fixtures fittings and/or additions at the expiration or sooner determination of this tenancy in such condition as set out in clause 22 under Section X hereof and otherwise based on the reinstatement standard as may be prescribed by the Landlord. Other fixtures fittings and/or additions affixed to or erected on the said premises by the Tenant with or without the Landlord's consent in writing shall be removed by the Tenant, if so required by the Landlord or its agents, and all damage caused to the said premises or the said building or any parts thereof by such removal shall be made good at the Tenant's costs and based on the standard as stated in clause 22 under Section X hereof and otherwise based on the reinstatement standard as may be prescribed by the Landlord. For the avoidance of doubt, the Tenant expressly agrees that all necessary reinstatement works contemplated in this clause shall be carried out by the Landlord through its nominated contractor(s) at the entire discretion of the Landlord at the costs of the Tenant who shall also indemnify the Landlord for the loss of rental and other charges suffered by the Landlord in the event that and during the period when the reinstatement works is required to be carried out after the expiry or sooner determination of the said term.

**16. Indemnity**

To keep the Landlord and/or Building Manager indemnified from and against all expense, loss, damage and claims arising from any breach of the terms or conditions of this Agreement by the Tenant or from the use of the said premises or out of any works carried out at any time during the said term in the said premises or out of anything now or during the said term attached to or projected from the said premises.

**17. Balconies and Windows**

To furnish and decorate the balconies and windows of the said premises in such manner as shall be in keeping with the first class residential condition of the said building and of the said premises. The Tenant acknowledges that the Landlord shall have the right to order the removal of any item or any decoration, fixtures, fittings, furnishing or finishing in the said

premises which is visible from outside the said premises and/or the said building which in the reasonable opinion of the Landlord is objectionable and would affect the outward appearance of the said building. Further, the Tenant shall not use or permit to be used any window verandahs or balconies for the purpose of washing, drying or airing clothes, articles or goods of any description or to throw or permit to be thrown or dropped any article, rubbish or other things from and/or through balconies and windows of the said premises and in particular not to permit any construction or addition or decoration thereon including the lawn or private garden of or appurtenant to or the extension or suspension therefrom and/or from the said lawn or private garden of any object, apparatus or structure whatsoever.

### **18. Use of Premises**

To use the premises for domestic purpose only and for no other purpose and in the case where the Tenant is an individual, for occupation by the Tenant, his immediate family members and domestic servant(s) (if any) or in the case where the Tenant is a partnership, limited company, or other body corporate or unincorporated, for occupation by the persons permitted to occupy the said premises pursuant to Clause 7 of Section X. For the avoidance of doubt, the Tenant shall not use the common areas and common facilities of the said building save and except in accordance with the directions of the Landlord or the Building Manager or the House Rules, Residents' Handbook or the Car Park Rules or the Club Rules (if any).

### **19. Use of Garden**

To the extent as is applicable, to keep the garden of or adjoining or connecting the said premises and all trees, lawns, shrubs, bushes, planters and all pot plants (if any) therein in good order and condition and properly tended and cultivated and replace them with other of the same kind and with like quality if they shall become perish.

## **SECTION IV LANDLORD'S OBLIGATIONS**

The Landlord hereby agrees with the Tenant as follows :-

### **1. Quiet Enjoyment**

That the Tenant upon paying the government rent rates and other charges hereby stipulated and observing and performing the several agreements and stipulations herein contained and on the Tenant's part to be observed and performed shall peaceably hold and enjoy the said premises during the said term without any interruption by the Landlord or any person lawfully claiming under or in trust for it.

**2. Property Tax, Rates and Government Rent**

To pay the Property Tax, Rates, Government Rent and all expenses of a capital or non-recurring nature in respect of the said premises during the said term of tenancy.

**3. Maintenance**

To keep the main structure of the said premises in a proper state of repair Provided the Landlord shall not be liable hereunder unless and until written notice of any want of repair of the same shall have been previously given by the Tenant to the Landlord and the Landlord shall have failed to take reasonable steps to repair the same after a lapse of reasonable time.

**SECTION V  
RESTRICTIONS AND PROHIBITIONS**

The Tenant further agrees with the Landlord as follows :-

**1. User**

Not to use the said premises other than for the purpose as provided in Clause 18 of Section III.

**2. Nuisance**

Not to do or permit to be done in or upon the said premises or in or upon the said building or any part thereof anything which may be or become a nuisance or annoyance or cause damage or disturbance to the Landlord or to any of the other tenants of the said building or the persons visiting the same.

**3. Noise**

Not to produce or suffer or permit to be produced in the said premises at any time between 12 midnight and the following 7 a.m. any music or noise (including sound produced by broadcasting from television, radios and/or any equipment or instrument capable of producing or reproducing music and noise) so as to constitute a nuisance or to give cause for reasonable complaints from the occupants of neighbouring premises in the said building or the neighbouring buildings.

**4. Storage**

Not to use the said premises for the storage of goods or merchandise nor to keep or cause or permit to be kept or stored on the premises any extra hazardous or hazardous goods within the meaning of the Dangerous Goods Ordinance or any enactment replacing the same and the Regulations applicable thereto, and in so far as such Ordinance or its schedule may be altered this Clause shall apply equally to any alteration thereof.

**5. Signs**

Not to affix or exhibit or paint on any door of the said premises or of the said building or at or near to any of the entrances thereto respectively any name plate signboard or notice except only in the space assigned for that purpose on the main entrance door of the said premises a plate or card bearing only the name of the Tenant and without any indication of the trade profession or business of the Tenant or any of his servants agents or licensees and further the Tenant shall not exhibit on any window or upon the exterior of the said building or any part of the common entrance halls staircases landings or passages any trade professional or business notice signboard or advertisement whatsoever.

**6. Aerials**

Not to erect any aerial on the walls or on any of gardens or terrace (if any) of the said premises or any part thereof or within the said premises and not to interfere with, remove, dismantle or alter the common aerials or the common facilities and services connected therewith provided by the Landlord.

**7. Damage to Structure**

Not without the previous written consent of the Landlord to cut, maim, injure, drill into, mark or deface or permit or suffer to be cut, maimed, injured, drilled into, marked or defaced any doors, windows, walls, beams, structural members or any part of the fabric of the said premises and/or the said building or any of the plumbing or sanitary apparatus or installations included therein.

**8. Illegal or Immoral Use**

Not to use the said premises or allow the same to be used for illegal or immoral purpose.

**9. Animals, Pets**

Not without the previous written consent of the Landlord which the Landlord may give withhold or withdraw at will to keep or permit or suffer to be kept any animal or pet inside

the said premises and to have proper control of any permitted animal or pet at all times and to indemnify and keep the Landlord fully indemnified against all actions proceedings claims and costs in respect of any damage injury or inconvenience caused by any animal or pet to the Landlord and/or any other person or property or occupier of the said building and without prejudice to the generality of the foregoing not to permit any such animal or pet to defecate or urinate upon any of the common areas of the said building.

#### **10. External Alterations Additions**

Not to make any alteration or addition of any kind including decorations on the walls, ceilings, floors and doors to the outside of the said premises or any portion of the public halls, stairways, open balconies (if any) of the premises or of the building.

#### **11. Internal Alterations and Reinstatement**

Not to make any alteration or addition of any kind to the inside of the said premises without the Landlord's consent in writing and if the Tenant shall with the Landlord's consent make any alteration or addition the Tenant shall, if so required by the Landlord, reinstate the said premises before the expiration or sooner determination of the tenancy. If such reinstatement shall not have been completed to the satisfaction of the Landlord or his agents upon the expiration or sooner determination of the tenancy the Tenant shall be responsible for all losses the Landlord may suffer on account thereof including loss of rent during the period of the reinstatement work when the Landlord has been deprived of the right to the commercial use and occupation of the said premises.

#### **12. Government Lease**

Not to do or permit or suffer to be done any act deed matter or thing whatsoever which amounts to a breach of any of the terms and conditions under which the said premises and the said building are held from the Government of the Hong Kong Special Administrative Region and to indemnify the Landlord against any such breach.

#### **13. Sub-letting**

Not to assign underlet part with the possession of or transfer the said premises or any part thereof or any interest therein nor permit or suffer any arrangement or transaction whereby any person who is not a party to this Agreement obtains the use possession occupation or enjoyment of the said premises or any part thereof irrespective of whether any rental or other consideration is given therefor. The tenancy shall be personal to the Tenant named in this Agreement and without in any way limiting the generality of the foregoing the following acts and events shall unless approved in writing by the Landlord be deemed to be breaches of this

**Clause :-**

- (i) In the case of a tenant which is a partnership the taking in of one or more new partners whether on the death of retirement of an existing partner or otherwise;
- (ii) In the case of a tenant which is a corporation any takeover reconstruction amalgamation merger voluntary liquidation or change in the person or persons who owns or own a majority of its voting shares or who otherwise has or have effective control thereof ;
- (iii) The giving by the Tenant of a Power of Attorney or similar authority whereby the done of the Power obtains the right to use possess occupy or enjoy the said premises or any part thereof or does in fact use possess occupy or enjoy the same;
- (iv) In the case of a tenant which is a corporation or partnership tenant the permitting of any person other than an employee of the Tenant and his immediate dependents to reside in the said premises.

**14. Insurance**

Not to do or omit anything whereby the insurance on the said premises may become void or voidable nor anything whereby additional premiums may become payable and to comply with all the requirements of the insurers which are notified to the Tenant.

**15. No Obstruction**

Not to use the common area and the common services and the facilities of the said building/estate save and except in accordance with the direction of the Landlord or the manager of the said building/estate or their authorised representatives and further not to use or cause or permit or suffer the use of any of the corridors, staircases, driveways and other common parts and/or areas of the said building for the purpose of drying or hanging laundry or placing or storing any dust bins, garbage cans, furnitures, machineries, goods or chattels or any other things thereon or therein other than those areas specifically provided for such purpose.

**16. No Alteration to Security System**

Not without the consent of the Landlord to install additional locks, bolts or other fittings to the entrance door or grill gate to the said premises or in any way to change or alter those existing installed and in the event that consent is given by the Landlord pursuant to this clause to immediately deposit with the Landlord keys to such additional locks, bolts or other fittings so approved by the Landlord for installation.

**SECTION VI  
EXCLUSIONS OF LIABILITY**

The Landlord shall not in any circumstances be liable to the Tenant or occupier or any other person whomsoever in respect of any loss or damage to person or property sustained by the Tenant occupier or any such other person :-

1. caused by or through or in any way owing to any defect in or breakdown of any lifts fire and security services equipment and/or other facilities of the said building including the common areas or;
2. caused by or through or in any way owing to any failure malfunction explosion or suspension of the electricity or gas or water supply to the said building including the common areas or to the said premises or;
3. caused by or through or in any way owing to the spread or escape of fire, fumes, smoke or the overflow or leakage of water or vibration and noise or electric current from electric wiring or cable situated upon or in any way connected with the said building including the common area from anywhere within the said building including the common areas or the influx of rain water into the said building including the common areas or the said premises or any typhoon landslide subsistence of the ground or the activity of rats or other vermin in the said building including the common areas;
4. caused by dropping of cigarette or cigar ends, broken pieces or glasses or other objects or the escape.
5. for the security or safe-keeping of the said premises or any persons or contents therein nor shall the rent abate or cease to be payable on account thereof.

**SECTION VII  
ABATEMENT OF RENT**

If the said premises or any part thereof shall be destroyed by fire typhoon act of God force majeure or other cause beyond the control of the Landlord and not attributable directly or indirectly to any act or default of the Tenant as to be rendered unfit for use and occupation the rent hereby agreed to be paid or a part thereof proportionate to the damage sustained shall cease to be payable until the said premises shall have been restored or reinstated Provided Always that the Landlord shall be under



no obligation to repair or reinstate the said premises if in its opinion it is not reasonably economical or practicable so to do and Provided Further that if the whole or substantially the whole of the said premises shall have been destroyed or rendered unfit for use and occupation and shall not have been repaired and reinstated within six months of the occurrence of the destruction or damage either party shall be entitled at any time before the same are so repaired and reinstated to terminate this Agreement by notice in writing to the other.

## **SECTION VIII DEFAULT**

It is hereby further expressly agreed and declared as follows :-

### **1. Default**

If the rent or any part thereof shall be unpaid for fifteen days after the same shall become payable (whether legally demanded or not) or if the Tenant shall fail or neglect to observe or perform any of the agreements stipulations conditions herein contained and on the Tenant's part to be observed and performed or if the Tenant shall become bankrupt or being a corporation shall go into liquidation or if any petition shall be filed for the winding up of the Tenant or if the Tenant shall otherwise become insolvent or make any composition or arrangement with creditors or shall suffer any execution to be levied on the said premises or otherwise on the Tenant's goods then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter on the said premises or any part thereof in the name of the whole whereupon this Agreement shall absolutely cease and determine but without prejudice to any right of action by either party hereto in respect of any outstanding breach or non-observance or non-performance of any of the agreements stipulations and conditions herein contained and on the Tenant's part to be observed and performed and to the Landlord's right to deduct all loss and damage thereby incurred from the deposit paid by the Tenant in accordance with Clause I of Section IX and without prejudice to the Landlord's right of forfeiture thereof.

### **2. Re-entry by Landlord**

A written notice served by the Landlord on the Tenant in manner hereinafter mentioned to the effect that the Landlord thereby exercises the power of re-entry herein contained shall be a full and sufficient exercise of such power without physical entry on the part of the Landlord.

### **3. Acceptance of Rent**

Acceptance of rent by the Landlord shall not be deemed to operate as a waiver by the Landlord of any right to proceed against the Tenant in respect of any breach non-observance or non-performance by the Tenant of any of the agreements stipulations and conditions herein contained and on the Tenant's part to be observed and performed.

### **4. Interest, Legal Cost and Supply of Information to Agents**

The Landlord shall have the right without prejudice to any other right or remedy hereunder to charge interest at three per cent over the best lending rate from time to time of The Hongkong and Shanghai Banking Corporation Limited in respect of any payments to be made to the Landlord more than fourteen days in arrear and such interest shall be payable from the date upon which such payment in arrear fell due and not fourteen days thereafter. The Landlord shall further be entitled to recover from the Tenant as a debt all Solicitors' and/or Counsel's fees (on a solicitor and own client basis) and court fees incurred by the Landlord for the purpose of recovering the rent in arrears and/or other monies unpaid or any part thereof from the Tenant or in enforcing any of the provisions of this Agreement against the Tenant and the Landlord shall further be entitled to supply to such solicitors counsel enquiry or collection agents as the Landlord may appoint such information or personal data in the possession of the Landlord concerning the Tenant as may be necessary for any of the purposes aforesaid without the consent of the Tenant being obtained.

### **5. Distress for Rent**

For the purpose of distress for rent in terms of Part III of the Landlord and Tenant (Consolidation) Ordinance (Chapter 7) and of these presents, the rent payable in respect of the said premises shall include the Government rent, rates and management fee payable hereunder and such rent shall be and be deemed to be in arrears if not paid in advance at the times and in manner hereinbefore provide for payment thereof.

## **SECTION IX DEPOSIT**

### **1. Deposit**

The Tenant shall on the signing of this Agreement deposit with the Landlord the sum specified as the said deposit in the Schedule to secure the due observance and performance by the Tenant of the agreements stipulations and conditions herein contained and on the Tenant's part to be

observed and performed. The said deposit shall be retained by the Landlord throughout the said term free of any interest to the Tenant and in the event of any breach or non-observance or non-performance by the Tenant of any of the agreements stipulations or conditions aforesaid the Landlord shall be entitled to terminate this Agreement in which event the said deposit may be forfeited to the Landlord by way of liquidated damages. Notwithstanding the foregoing the Landlord may in any such event at its option elect not to terminate this Agreement but to deduct from the deposit the amount of any monetary loss incurred by the Landlord in consequence of the breach non-observance or non-performance by the Tenant in which event the Tenant shall as a condition precedent to the continuation of the tenancy deposit with the Landlord the amount so deducted and if the Tenant shall fail so to do the Landlord shall forthwith be entitled to re-enter on the said premises or any part thereof in the name of the whole and to determine this Agreement in which event the deposit may be forfeited to the Landlord as hereinbefore provided.

## **2. Repayment of Deposit**

Subject as aforesaid the said deposit shall be refunded to the Tenant by the Landlord without interest within thirty days after the expiration of this Agreement and the delivery of vacant possession to the Landlord or within thirty days of the settlement of the last outstanding claim by the Landlord against the Tenant in respect of any breach non-observance or non-performance of any of the agreements stipulations or conditions herein contained and on the part of the Tenant to be observed and performed whichever is later.

## **3. Transfer of Deposit**

On the assignment by the Landlord of its reversionary interest the Landlord may transfer the said deposit to the assignee of the Landlord's reversion (the "Assignee") subject to the Landlord procuring prior to the transfer a covenant from the Assignee in favour of the Tenant that the Assignee shall hold the said deposit upon the subject to the terms of this Section IX whereupon the Landlord shall thereby be released from any and all further obligations to the Tenant or otherwise in respect of the said deposit.

## **SECTION X GENERAL**

### **1. Condonation Not a Waiver**

No condoning excusing or overlooking by the Landlord of any default breach or non-observance by the Tenant at any time or times of the Tenant's obligations herein contained shall operate as a waiver of the Landlord's right hereunder in respect of any continuing or subsequent

default breach or non-observance or non-performance or so as to defeat or affect in any way the rights and remedies of the Landlord hereunder in respect of any such continuing or subsequent default or breach and no waiver by the Landlord shall be inferred from or implied by anything done or omitted by the Landlord unless expressed in writing and signed by the Landlord. Any consent given by the Landlord shall operate as a consent only for the particular matter to which it relates and in no way shall be considered as a waiver or release of any of the provisions hereof nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of the Landlord in the future unless expressly so provided.

## **2. Services of Notices**

Any notice required to be served hereunder shall if to be served on the Tenant be sufficiently served if addressed to the Tenant and sent by prepaid post to or delivered at the said premises or the Tenant's last known place of business or residence in Hong Kong or the registered office in case of a corporate tenant and if to be served on the Landlord shall be sufficiently served if addressed to the Landlord and sent by prepaid post to or delivered at the registered office or last known place of business of the Landlord or any other address which the Landlord may notify to the Tenant from time to time.

## **3. Building Name**

The Tenant acknowledges the right of the Landlord to change from time to time the name of the building of which the said premises form part and further acknowledges that upon the Landlord exercising that right the Tenant shall have no right to compensation or damages from the Landlord provided that the Landlord shall give to the Tenant and the Post Office and other relevant government authorities not less than one month's prior notice of its intention so to do.

## **4. No Fines**

The Tenant acknowledges that no fine premium key money or other consideration has been paid by the Tenant to the Landlord for the grant of this tenancy and no advantage, pecuniary or otherwise, has been sought by or paid to any member of the Landlord's staff and/or any staff of the Landlord's duly authorized agent by the Tenant for the purpose of this Agreement on the terms stated herein.

## **5. No Other Warranties or Representations**

This Agreement sets out the full agreement between the parties. No other warranties or representations have been made or given relating to the Landlord, the Tenant, the said building or the said premises, or if any warranty or representation has been made the same is hereby waived.

## **6. Charges and Stamp Duty**

The charges for the preparation of this Agreement and stamp duty on this Agreement thereon will be borne equally by the Tenant and the Landlord. Each party hereto will bear its own legal expenses.

## **7. Corporate Tenancy**

### **7.1 Nominated Occupier**

Where a partnership, limited company or other body corporate or unincorporated is named as the Tenant herein and Tenant shall use the said premises as a single private residence for occupation by such bona fide employee of the Tenant as shall be nominated by the Tenant as the nominated occupier of the said premises and notified to the Landlord in writing and such employee's immediate family and domestic helper(s) (if any) and in the event that such employee shall at any time during the said term cease to be employed by the Tenant for any reason whatsoever then the Tenant shall procure that such employee and his family and domestic helper(s) (if any) immediately vacate the said premises and remove their belongings therefrom Provided always that subject to the Landlord's prior written consent first had and obtained the Tenant shall be entitled at any time during the said term to nominate another of its bona fide employees as occupier of the said premises in lieu of the original nominated occupier.

### **7.2 Notification of Identity**

The Tenant shall on or before the signing hereof give written notification to the Landlord or its authorized representative of the names of the nominated occupier and his immediate family and domestic helper(s) (if any) who will occupy the said premises and such other particulars of the said persons as the Landlord may require.

## **8. Changes in Building/Common Areas**

The Landlord shall be entitled at any time and from time to time to make changes or alterations to the said building or any part or parts thereof as well as the common areas and common facilities or to extend or reduce the areas of the entrances, landings, staircases, passages, lobbies or other parts of the said building intended for common use for whatsoever reason as may be determined by the Landlord without incurring any liability to the Tenant on any account whatsoever.

**9. Reservation**

There is reserved to the Landlord and all other persons at any time authorized by the Landlord or otherwise so entitled full right and liberty at all times without the necessity of obtaining consent and without compensation to use the external surfaces of the walls windows window frames and other parts of the said premises for the purposes of repairs maintenance improvements and decoration (whether permanent or seasonal) or otherwise together with the right to erect attach and retain scaffolding or other structures as shall be convenient for such purposes.

**10. Tenant's Effects**

The Tenant irrevocably appoints the Landlord to be its agent to store or dispose of any effects left by the Tenant on the said premises for more than seven days after the end of the said term on any terms that the Landlord thinks fit and without the Landlord being liable to the Tenant save to account for the net proceeds of sale less the cost of storage (if any) and any other expenses reasonably incurred by the Landlord.

**11. Use of Other Premises**

The Tenant shall not be entitled to complain about nor shall the Tenant have any claim against the Landlord in respect of any alleged noise or nuisance or interference with its use or enjoyment of the said premises due to any operation being carried on in other parts of the buildings, whether by the Landlord or any other owner or by any of their respective tenants licensees or occupiers.

**12. Suspension of Water Supply**

The Landlord may at any time suspend the supply of water to the said premises or any part thereof for the purpose of repairing or maintaining any part of the said building or water pipes or water tanks used in or about the said building or as may be reasonable in the interests of the tenants of the said building and shall not be responsible to the Tenant occupier or any other person whomsoever for any loss or injury occasioned by such stoppage as aforesaid.

**13. Tenant's Obligations Not Affected**

This Agreement and the obligations of the Tenant to observe and perform the covenants and agreements on the part of the Tenant herein contained shall in no way be affected impaired or excused because the Landlord is unable to fulfill or has delayed in fulfilling any of its obligations under this Agreement or is unable to make or has delayed in making any repair addition alteration or decoration or is unable to supply or has delayed in supplying any equipment or service hereunder.

**14. Sale**

If at any time during the tenancy hereby created the Landlord shall enter into a contract for the sale of the said building or the said building or any part of the said building which includes the said premises, or of any part thereof which shall include the said premises or if any agreement shall be entered into for the sale of the entire issued share capital of the Landlord or any holding company (as defined in section 13 of the Companies Ordinance (Cap.622)), directly or indirectly, of the Landlord, then in any of the above events the Landlord shall be entitled to give six clear calendar month's notice in writing expiring at the end of any calendar month during the tenancy hereby created terminating this Agreement and immediately upon the expiration of such notice this Agreement 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 and the Tenant shall deliver up vacant possession of the said premises in all respects in accordance with the terms of this Agreement to the Landlord upon the termination of this Agreement under this Clause. Either party shall have no claim and shall not make any claim against the other party for any loss, damages or compensation whatsoever arising from or incidental to any termination of this Agreement pursuant to this Clause. For the avoidance of doubt, references to "the Landlord" in this Clause means Fresh Treasure Limited and its successors and assigns.

**15. Handover Condition**

- 15.1 The Landlord and the Tenant hereby declare and confirm that the said premises would be delivered and handed over by the Landlord to the Tenant on an "as is" basis.
- 15.2 The Tenant hereby declares and confirms that it has duly inspected the said premises and is satisfied with the current state and condition of the said premises and the fixtures and finishes provided therein, if any, and that no warranty or representation whatsoever has been given or is made by the Landlord and/or its agents regarding the state and condition of the said premises or of the said building.
- 15.3 The Tenant hereby further declares and confirms that it has duly inspected and examined the furniture and any electrical installations provided in the said premises and is satisfied with their working order function and conditions.
- 15.4 Without prejudice to clause 15 under Section III and clause 22 under Section X hereof, if the Tenant shall upon commencement of this tenancy have agreed to accept any fittings fixtures alterations or additions which shall have been installed or made by any previous occupiers of the said premises, the Landlord shall have the right to require the Tenant to remove any or all of such fittings fixtures alterations or additions so made prior to the



date of commencement of this tenancy and require the Tenant to make good any damage to the said premises caused by the installation or making of such fittings fixtures alterations or additions or its removal as if such fittings fixtures alterations or additions were made by the Tenant during the term of this tenancy.

**16. Contracts (Rights of Third Parties) Ordinance Cap.623**

For the purpose of the Contracts (Rights of Third Parties) Ordinance Cap. 623 of the laws of Hong Kong, all provisions of the terms and conditions herein apply equally to and are for the benefit of the Landlord's building manager, service providers, its employee, affiliates, agents suppliers, contractors and sub-contractors, partner organization, subsidiaries and associated companies insofar as they and each of them have been referred to or mentioned herein and they and each of them shall have the right to assert and enforce such provisions directly or on its own behalf (save that the terms and conditions herein may be varied or rescinded by the Landlord and the Tenant without the consent of those parties). Subject to the previous sentence, no provision of the terms and conditions herein is otherwise enforceable by any person who is not a party to it. This means that other than as set out in the first sentence above, the Landlord and the Tenant are the only entity who can enforce the provisions of the terms and conditions herein.

**17. Governing Law**

This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong.

**18. Submission to Jurisdiction**

The Parties irrevocably agree that the courts of Hong Kong are to have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that, accordingly, any legal action or proceedings arising out of or in connection with this Agreement may be brought in those courts and the Parties irrevocably submit to the non-exclusive jurisdiction of those courts.

**19. No Registration**

The Tenant agrees not to register this Agreement or cause the same to be registered in the Land Registry.

**20. Personal Data Collection Statement**

The Tenant notes that the Landlord will preserve the confidentiality of the Tenant's personal data and information collected and obtained from this Agreement. The Tenant further agrees and acknowledges that the Tenant is required to provide personal data and information including but not limited to the Tenant's name(s), HKID card number, incorporation number, business registration number, mailing address(es), phone number(s), email address(es) and bank account information. The Tenant understands 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 this Agreement and/or for marketing the events, services, and facilities in relation to the Landlord 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 Landlord may be unable to perform and carry out the terms and conditions laid down in this Agreement or to provide such information or materials which the Landlord considers will be of interest to the Tenant.

**21. Privacy Policy, Notice and Consent**

The Tenant agrees that the Landlord may disclose and/or transfer the Tenant's non-financial personal data or information to the Landlord's group of companies and associated companies for purposes include but not limited to processing or facilitating or operating or enforcing this Agreement and/or for marketing the events, services, and facilities in relation to the Landlord 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. The Tenant further agrees to the Landlord's use and/or transfer of the Tenant's personal data or information (such as the Tenant's name(s), mailing address(es), phone number(s), and email address(es)) to its group of companies or associated companies for direct marketing purposes. Under the provisions of the Personal Data (Privacy) Ordinance, the Tenant has the right to request access and correct the Tenant's personal data. If the Tenant wishes to access or make corrections to the Tenant's data, the Tenant can submit a written request to the Landlord.

**22. Special Conditions**

The parties hereto hereby agree that notwithstanding anything stated as aforesaid and for better understanding of the extent and scope of the reinstatement obligations of the Tenant for the purpose of clause 15 under Section III hereof, the following shall apply and in case there is any inconsistency with this Special Conditions and the contents of this Agreement, this Special Conditions shall prevail:-

- 22.1 The Tenant shall through the Landlord reinstate and remedy, at the cost of the Tenant, the said premises both indoor and outdoor including garden (covering trees, lawns, shrubs, bushes, planters and all pots plants) and swimming pool/Jacuzzi (comprising all facilities in connection therewith) in such state and condition as at the first day of handover of the same by the Landlord to the Tenant. For this purpose, upon the date of handover, an independent registered/professional inspector (“Inspector”) shall be selected by the Landlord from the attached list of Inspector and jointly appointed by the Landlord and the Tenant to identify any existing defects (“Known Defects”) in relation to the said premises for record purpose including the taking of photographs and videos to capture the existing status of the said premises and/or the Known Defects, if any (“Objective Evidence”) and such Known Defects (as they are and not worsened or aggravated) shall not be required to be reinstated and/or remedied by the Tenant upon the expiration or sooner determination of the term herein created. The fee of the Inspector shall be communicated by the Landlord to the Tenant in advance and shall be borne equally between the Landlord and the Tenant.
- 22.2 The reinstatement and remedial work for which the Tenant is responsible as referred in clause 22.1 and by reference to New Defects as referred to in clause 22.3 shall normally be completed within 120 working days and shall be carried out by an experienced contractor appointed by the Landlord on behalf of the Tenant from the attached list of contractors based upon three (3) fee quotations procured by the Landlord. The Landlord undertakes not to engage the contractor for the Tenant with the highest quotation on the condition that the turnaround time for completion of the reinstatement and remedial work shall be within acceptable range from the Landlord’s point of view. The contractor so selected by the Landlord (“Contractor”) will be appointed by the Landlord on behalf of the Tenant and at the costs of the Tenant to execute the reinstatement and remedial work based on the specification provided by the Landlord and under the supervision of the Landlord. The Contractor will be notified by the Landlord to the Tenant in writing. For the avoidance of doubt, the Tenant shall be responsible for the act or omission of the Contractor and shall also be liable for any loss and damage caused to the said premises including any fixtures and fittings therein by reason of the reinstatement and remedial work.
- 22.3 To the extent that there shall be any defects (“New Defects”) found upon the expiry or sooner determination of the term herein created which are not the Known Defects (as they are and not worsened or aggravated), they shall be required to be reinstated and/or remedied by the Contractor at the Tenant’s costs in the manner as mentioned in clause 22.2 save and except that they satisfy the following criteria:-

<b>Category</b>	<b>Nature</b>	<b>Standard</b>
<b>Glass</b>	No impact on view enjoyment	Normal practice – International ASTM standard
<b>Flooring</b>	Consumed materials and normal depreciation is expected	Free from any scratches and dents

<b>Painted Walling</b>	Keep at normal standard	Free from any cracks/dents
<b>Door &amp; ironmongeries</b>	Impact on viewing	Free from any scratches / damage / rust-free
<b>Marble</b>	Impact on viewing	High gloss finish and free from any scratches
<b>Appliances</b>	Normal depreciation is expected	Fully functional and in good normal working operation
<b>Sanitary fittings</b>	Normal depreciation is expected	Fully functional and in good normal working operation
<b>Wall tiles</b>	Impact on viewing	High gloss finish and free from any scratches
<b>Built-in cabinet</b>	Impact on viewing	Free from any scratches / damage / rust-free
<b>Outdoor Flooring</b>	Consumed materials and normal depreciation is expected	Free from any damage/ water stain/ dirt mark
<b>Drain Cover</b>	Consumed materials and normal depreciation is expected	Free from any damage
<b>Glass balustrade</b>	No impact on view enjoyment	normal practice – International ASTM standard
<b>Wall Cladding</b>	Impact on viewing	Free from any damage/ dirt mark
<b>Outdoor Jacuzzi</b>	Normal depreciation is expected	Fully functional and in good normal working operation
<b>Outdoor Kitchenette</b>	Consumed materials and normal depreciation is expected	Free from any damage/ Fully functional and in good normal working operation
<b>Planted vegetation</b>	Keep at normal standard	Sustain healthy plant grown/ not infected

In connection with the above purpose, the Standard shall determine the existence of New Defects and the following shall apply to the extent as is not specified or does not contradict the above:-

- (1) Where the criteria is based on impact on viewing, it is observable by 1 metre (100 cm)'s viewing distance;

Where the criteria is qualified by normal depreciation involving electrical or mechanical operation, the criteria is that it should be in perfect working condition without any defect (whether major or minor).

- 22.4 In the event that the period required to carry out and complete the reinstatement and remedial work shall exceed 120 days, those days where the reinstatement and remedial work is carried out which is over and above 120 days ("Rent Void Period") shall be compensated by the Tenant to the Landlord by reference to the contractual rate of

payment which the Tenant has to pay to the Landlord as if the said term has been continued up to and including the completion of the reinstatement and remedial work.

- 22.5 In case there shall be any dispute as to (a) whether or not there is any New Defects, (b) whether or not the New Defects shall be the Tenant's responsibility based on the observable distance set out in the Table in clause 22.3 and the application of the Standard, (c) whether or not the New Defects so identified and discovered shall be reinstated and/or remedied by the Tenant, and (d) whether or not the Tenant shall be liable for the Rent Void Period and the quantification thereof in clause 22.4, the Landlord's opinion shall be final and conclusive. In the event that there shall be any dispute as to whether or not the New Defects have been properly reinstated and/or remedied and how the New Defects shall be reinstated and remedied and whether or not any particular day or days shall be treated as working day for the purpose of clause 22.4 but not otherwise ("Disputed Issue"), without prejudice to the generality of the forgoing, the Landlord and the Tenant shall jointly consult the Inspector who shall make a determination on the Disputed Issue which is binding on the Landlord and the Tenant based on assessment by reference to the Objective Evidence and/or prevailing industrial standard and whose cost shall be shared equally between the Landlord and the Tenant. If the Inspector shall for whatever reason be not able to act, the Landlord and the Tenant shall jointly seek the nomination of a professional inspector by the President of the Institute of Surveyor in Hong Kong (or similar professional body) for this purpose.

AS WITNESS the hands of the parties hereto the day and year first above written.

List of Independent Registered/Professional Inspectors (“Inspector”)

1	Savills Project Consultancy Limited
2	CBRE Limited
3	Jones Lang LaSalle Limited
4	Knight Frank Petty Limited
5	Core Vision Surveyors Limited
6	Hong Kong Survey Limited
7	CWL Architect & Surveyors Limited
8	John HY Yip Surveyors Limited
9	L C Surveyors Limited
10	Vigers Building Consultancy Limited

List of Contractors (“Contractor”)

1	Artwright Engineering & Construction Limited
2	Legend Interiors Limited
3	Fuji (China) Decoration & Engineering Co. Limited
4	T.O.P. Contracting Limited
5	Interior Contract International Limited
6	Art-well Engineering Co. Limited
7	Kin On Professional Construction Limited

**(“ADHERE PREMISES SCHEDULE HERE”)**

**SIGNED** by )  
 )  
 )  
for and on behalf of )  
**Harriman Leasing Limited** )  
as the Leasing Agent for the Landlord )  
in the presence of :- )  
 )

Witness: \_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Full name in capital letters)

**SIGNED** by )  
 )  
 )  
for and on behalf of the Tenant )  
in the presence of :- )  
 )

Witness: \_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Full name in capital letters)



## ANNXURES

### House 7 Appliances in Kitchen 洋房 7 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 1013-1
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	ESW6229
Steam Oven 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	ICBID-24RO

### House 7 Appliances at Basement Pantry 洋房 7 地下層茶水間設備

Appliance 設備	Brand Name 品牌	Model Number 型號
Cooker Hood 抽油煙機	Miele	DA 3466 HP
Induction Hob (2 Zones) 電磁煮食爐 (雙頭)	Miele	CS 1212-1i
Steam Oven 蒸爐	Miele	DG6800
Dishwasher 洗碗碟機	Miele	G 7150 SCVi
Refrigerator 雪櫃	Sub Zero	ICBBI-36S/O
Wine Cellar 酒櫃	Sub Zero	ICBUW-24/S/TH-LH

**House 7 Appliances in Utility Room**

洋房 7 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
Steam Closet 衣物護理機	LG	S3WF

The Tenant agrees that if the Landlord shall be able to provide the said appliances within Two (2) weeks from the Commencement Date, no compensation whatsoever shall be payable by the Landlord to the Tenant. The Tenant acknowledges and understands that the Landlord reserves the right to replace/substitute the said appliances with those of comparable quality whether due to the unavailability of supply or otherwise.

The Tenant shall be responsible for the maintenance and upkeep of the said appliances at the Tenant's sole cost and expense throughout the said term and in accordance with the terms of this Agreement.

1 Servants, messengers and tradesmen shall use only the service stairs or service lifts (if any) for ingress and egress. They shall not use the passenger lifts for any purpose except that the servants may use the passenger lifts when accompanying children of tenants and their guests.

Services Areas

2 The delivery of kitchen supplies, market goods and package of every kind shall be made only at the service entrance of the building and using only the service stairways or lifts (if any).

3 The tenant shall not obstruct with boxes, merchandise, rubbish or any other articles whatsoever any part of the building which is not exclusively let to the tenant. In the event of the tenant acting in breach of this rule the landlord or its servants, in addition to any other remedies, may with or without any prior notice to the tenant remove and store the obstructions at the sole risk of the tenant and prior to the same being returned to the tenant, the tenant shall pay the Landlord's reasonable expenses for removing and storing the same.

Public Areas

4 No bicycles, scooters or similar vehicles shall be allowed in the passenger lifts (if any) and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public areas of the building.

5 Children shall not play in the lifts (if any) lift lobbies and stairways of the building.

6 Pets shall not be allowed in any common area of the building unless carried or on leash nor shall they be permitted to foul any common-areas of the building or the immediate surrounding grounds of the building. In the interest of hygiene and preservation of pleasant environment, pets are neither permitted in the swimming pools nor pool deck area.

Residents are kindly advised to use the service lifts when they are accompanied by their pets.

7 No tenant shall park his car in any car-park spare allocated to another tenant.

8 Refuse and garbage shall be sent to the service collection area of the building only at such time and in such manner as the landlord's care-taker may direct.

Refuse and  
Garbage Disposal

- 9 No refuse, garbage or any foreign articles shall be thrown into the water closets or other sanitary fixtures in the building. Any damage resulting from the misuse of such fixtures shall be paid for by the tenant.
- 10 No refuse or any article whatsoever shall be swept or thrown or permitted to be swept or thrown from any door or window in the building, nor shall anything be hung or shaken from any window or placed upon any external window-sill of the building.
- 11 The tenant shall not do or permit to be done in or upon the premises or in or upon the building or any part thereof anything which may be or become a nuisance or annoyance or cause damage or disturbance to the Landlord or to any of the other tenants of the building or the person visiting the same as covenanted in the "Terms and Conditions" of the Tenancy Agreement.
- 12 No radio or television aerial shall be attached to or hung from the exterior of the building.
- 13 No shades, awnings or window-guards shall be used in about the building, except such as shall be approved by the Landlord.
- 14 The tenant shall not at any time contravene any sign erected by the Landlord for the convenience, comfort, rights and safety of tenants in and visitors to the building.
- 15 No tenant shall be permitted to keep within his premises more than one dog and one cat.
- 16 No tenant shall send employee of the landlord out of the building on any private business of the tenant.
- 17 Any issue or complaint regarding the service of the building shall be made to the Maintenance Office or Estate Manager of the landlord and not to any caretaker or servant of the landlord.
- 18 The Landlord reserves the right to amend these Rules or any addition hereto in the interest of safety convenience and better enjoyment of the building by the tenants.

General

Floor Plan

Date the date of 22

\*\*\*\*\*

**HARRISMAN LEASING LIMITED**  
**As agent for the registered owner**  
**FRESH TREASURE LIMITED as the Landlord**

**AND**

**TENANT**

**as the Tenant**

\*\*\*\*\*

**TENANCY AGREEMENT**

In respect of

**House No. 7 together with one adjoining carport,**  
**11 Plantation Road, The Peak, Hong Kong**

\*\*\*\*\*

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AN AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN the party described as the Landlord in the Schedule hereto (hereinafter called “the Landlord”) of the one part and the party named and described as the Tenant in the Schedule hereto (hereinafter called “the Tenant”) of the other part.

**WHEREBY IT IS AGREED** as follows :-

## **SECTION I INTERPRETATION AND AGREEMENT**

### **1. Interpretation**

- 1.1 At any time when the Landlord or the Tenant are two or more persons such expressions include all or either of those persons and obligations expressed or implied to be made by or with any of them shall be deemed to be made by or with those persons jointly and severally.
- 1.2 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation not to permit or suffer that act or thing to be done.
- 1.3 Any references to an ordinance or order shall include any statutory extension or modification or re-enactment of that ordinance or order and any regulations or order made pursuant to them.
- 1.4 Any references to words denoting the singular shall include the plural and vice versa and any references to words denoting one gender shall include all genders and words importing persons shall include companies and corporations and vice versa.
- 1.5 The headings and index are intended for guidance only and do not form part of this Agreement nor shall any of the provisions of this Agreement be construed or interpreted by reference thereto or in any way affected or limited thereby.
- 1.6 If any stipulation, agreement or condition of this Agreement, or the application thereof shall become illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected or impaired thereby and each stipulation, agreement and condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

**2. Term Premises Rent**

The Landlord shall let to the Tenant and the Tenant shall take for the said term ALL Those the said premises as delineated in pink on the plan(s) annexed hereto (the external surfaces of the walls window frames and glass being excluded) (hereinafter called "the said premises") Together with the right to use in common with the Landlord and the tenants and occupiers of the other apartments in the said building and all others having the like right to use for the purpose only of access to and egress from the said premises the entrances staircases and landings in the said building and such passages thereto as are not included in any of the other apartments (so far as the same are necessary to the enjoyment of the said premises) And Together also with the use in common with others of the lift whenever the same shall be operating for the said term YIELDING AND PAYING therefor throughout the said term the rent and management fee (all of which are unless the context otherwise requires hereinafter included in the term "rent") as are set out in the Schedule which sums shall be payable monthly in advance clear of all deductions or any set off (whether legal or equitable) on the first day of each calendar month the first of such payments to be apportioned according to the number of days then unexpired in the month in respect of which such first payment is due and the last of such payments to be apportioned according to the number of days of the said term remaining in the month in respect of which such last payment is due.

**SECTION II  
RENT AND OTHER CHARGES**

The Tenant hereby agrees with the Landlord as follows :-

**1. Payment of Rent**

To pay the rent whether legally demanded or not on the days and in manner aforesaid at the Office of the Landlord or such other place as the Landlord may direct.

**2. Adjustment of Charges**

The Landlord shall be entitled at any time and from time to time during the said term to serve a notice upon the Tenant increasing the management fee by an amount or amounts which the Landlord shall deem appropriate and thereafter such increased charges shall be payable in lieu of the charges provided for hereinbefore.

### **3. Government Rent Rates and Charges**

- 3.1 To pay and discharge all Government rent rates taxes assessments duties charges impositions and outgoings of an annual or recurring nature now or hereafter to be assessed imposed or charged by the Government of the Hong Kong Special Administrative Region or other lawful authority upon the said premises or upon the owner or occupier thereof (Property Tax excepted). Notwithstanding the foregoing, the Tenant shall not be liable for any charges, duties or assessments which relate to a period prior to the Tenant's occupation of the said premises.
- 3.2 In the event that an assessment to rates and/or Government rent in respect of the said premises shall be raised upon the Landlord direct the Landlord shall during the month immediately preceding any quarter in respect of which such rates and/or Government rent may fall due be at liberty to debit the Tenant the amount thereof and the same shall forthwith be paid by the Tenant to the Landlord whereupon the Landlord shall account for the same to the Government of the Hong Kong Special Administrative region.
- 3.3 In the event that no valuation of the said premises shall have been made in accordance with the Rating Ordinance (Cap. 116) or any statutory amendment or modification thereof for the time being in force the Landlord shall be at liberty to make an interim valuation thereof and to debit the Tenant with the amount which would be payable upon such interim valuation and the same shall forthwith be paid by the Tenant to the Landlord and any over-payment or under-payment by the Tenant on such interim valuation shall be adjusted when a valuation under the Rating Ordinance shall have been made known.
- 3.4 The Landlord shall be entitled to treat any non payment of any amount or amounts reserved in Clause 3 and 4 of Section II including but not limiting to management fee, Government rent, rates and other payment or assessment payable in connection with the Tenant's occupation of the said premises or any part thereof in all respects as non payment of rent under this Agreement.

### **4. Utility Charges**

To pay and discharge all charges for gas water and electricity consumed in or supplied to the said premises for the Tenant's consumption and as shown by the Tenant's own separately metered supply.

## SECTION III TENANT'S OBLIGATIONS

The Tenant hereby agrees with the Landlord as follows :-

### 1. Compliance with Ordinances

To obey and comply with and to indemnify the Landlord against the Tenant's breach of (i) all Ordinances regulations by-laws rules and requirements of any Governmental or other competent authority relating to the occupation of the said premises or to any other act deed matter or thing done permitted suffered or omitted therein or thereon by the Tenant or occupier or any contractor agent licensee visitor or servant of the Tenant or occupier; and (ii) any demand, notice or order issued by the Building Authority or any other Government or competent authority in respect of any structure, partitioning, alteration, addition or installation (1) existing at or to the said Premises; or (2) made by the Tenant in or to any other part of the said building (whether or not the same was made with or without the consent of the Landlord and regardless of whether the same was made before or during the said term) and thereafter arrange and provide to the Landlord the certificate of compliance issued by the relevant authority in respect of such demand, notice or (as the case may be) order (such structures, partitioning, alterations, additions and installations referred to in this sub-paragraph (ii) are known as the "Alterations", which expression shall (where the context so requires) include any one or the relevant one of them), and to notify the Landlord forthwith in writing upon the Tenant's receipt or becoming aware of any such demand, notice or order as referred to in sub-paragraph (ii) above or any other notice or order issued by or received from any statutory or public authority concerning or in respect of the said premises or any services supplied thereto.

### 2. Maintenance of Premises / Common Areas

Subject to clause 22 under Section X hereof:-

2.1 To keep and maintain the interior of the said premises including all fixtures and fittings (Landlord's or otherwise) therein including the flooring and interior plaster or other finishing, material or rendering to walls, floors and ceilings, window frames, lightings, suspended ceiling, fire alarm and security system, locks hinges bolts and air-conditioning ducting and all painting, papering and decoration and any electrical and gas installations and appliances wiring and piping in good clean and safe repair and condition throughout the term of the tenancy or occupation.

2.1.1 To service maintain repair and upkeep the electrical installation, wiring and piping, and air-conditioning units whether or not installed by the Landlord in good working order and for this purpose to enter into a maintenance contract for

the entirety of the term herein at the Tenant's sole cost with such maintenance contractors or suppliers as shall be specified from time to time by the Landlord.

- 2.1.2 To permit such maintenance contractors and/or suppliers as shall be specified by the Landlord from time to time at any time during the term of this tenancy and/or prior to the expiration or sooner determination thereof to enter the said premises to check the state of repair and conditions of the said electrical installation, wiring and piping, and air-conditioning units to determine whether any repairs or maintenance thereon and thereto need to be carried out under relevant circumstances provided always that any costs and/or fees as may be charged by the said maintenance contractors and/or suppliers in relation to the checking of the said electrical installation, pipe and wiring, air-conditioning units shall be solely borne by the Tenant.
- 2.2 To take all such steps and precautions at the Tenant's expense as shall be required by the Landlord to prevent the said premises or any part thereof from becoming infested termites rats, mice, cockroaches or any other pests or vermin and insofar as shall be required by the Landlord, to employ at the Tenant's expenses such pest extermination contractors as the Landlord may approve at such intervals as the Landlord may direct.
- 2.3 To maintain at the expense of the Tenant all toilets and sanitary and water apparatus in the said premises in a good clean and tenantable condition at all times during the said term to the satisfaction of the Landlord and in accordance with the regulations or by-laws of the relevant Public Health and other Government Authorities.
- 2.4 To ensure that its own security system within and at the entrance of the said premises (if any) is at all times compatible with and properly linked up to the security system for the said building and/or estate (if any).
- 2.5 Not to damage, injure or deface or permit or suffer to be damaged, injured or defaced any part of the structure, fabric or decorative features of the common areas and the common services and facilities including any staircases, fences, hedges, trees, plants or shrubs therein or thereabout.

### **3. Repair Costs**

To pay to the Landlord on demand all costs incurred by the Landlord in cleaning, clearing, repairing and replacing any of the drains, pipes or sanitary or plumbing apparatus in the said building and/or the said premises choked or stopped up owing to careless or improper use or

negligence on the part of the Tenant and/or occupier or any agents or servants or licensees of the Tenant.

#### **4. Responsibility for Defects**

Subject to clause 22 under Section X hereof:-

- 4.1 To be wholly responsible for any loss damage or injury caused to any person whomsoever or any property whatsoever whether directly or indirectly :-
- 4.1.1 through the defective or damaged condition of any part of the interior of the said premises (including doors windows) or any fittings fixtures furnitures wiring or piping therein or any equipment apparatus installation whatsoever which are used and enjoyed exclusively by the Tenant whether the same shall be in or at the said premises or otherwise, or
  - 4.1.2 through or in any way owing to the spread of fire or smoke or the leakage or overflow of water including storm or rain water into or from the said premises or any part thereof, or
  - 4.1.3 through the negligence or the act neglect default or omission of the Tenant or occupier or his contractors or any agents or visitors licensees or servants of the Tenant, or
  - 4.1.4 through the use or misuse of the said premises by the Tenant or occupier or any agents or servants or visitors or licensees of the Tenant.
  - 4.1.5 through or in any way owing to the existence of the Alterations or any default, failure or delay of the Tenant to duly perform and discharge its agreements and obligations in respect of the Alterations under in this Agreement or otherwise.
- 4.2 Further and without prejudice to Clause 4(1) in this Section III, to demolish and remove at the sole cost and expense of the Tenant the Alterations as and when required by the Building Authority or other Government or competent authority or the Landlord (whether or not such requirements were made verbally or in writing) and make good all damage caused to the said premises and the said building by such removal, and to reinstate the said premises and any other affected parts of the said building to such state and condition in accordance with such requirements. The Tenant shall not be entitled to terminate this Agreement or any abatement of rent and other charges payable hereunder nor to make any claim or complaint against the Landlord, and the Landlord shall not be responsible to the Tenant for any loss, damages, cost or expense incurred

or sustained by the Tenant, by reason of or arising from the Tenant being required to comply with the aforesaid requirements or in any way owing to the existence of the Alterations.

#### **5. Third Party Insurance**

To effect and maintain throughout the said term insurance cover in respect of the Tenant's obligations under Clause 4 of Section III with a reputable insurance company to the satisfaction of the Landlord and to produce to the Landlord as and when so required by the Landlord the policy of such insurance together with the receipt for the last payment of premium and a certificate from the relevant insurance company that the policy is fully paid up and in all respects valid and subsisting, and in default of which the Landlord shall be entitled (but not obliged) at the Tenant's expense to effect such insurance cover. The policy of such insurance shall be in the name of the Tenant and endorsed to show the interest of the Landlord and the Building Manager in the said premises as co-insureds or as beneficiaries thereof and shall be in such amount as the Landlord shall from time to time stipulate and shall contain a clause to the effect that the insurance cover thereby effected and the terms and conditions thereof shall not be cancelled modified or restricted without the prior written consent of the Landlord.

#### **6. Insurance of Contents**

To be wholly responsible for any loss or damage to property within the said premises including but not limited to all the furniture fixtures fittings good chattels samples personal effects and contents as well as any common areas and common facilities in circumstances where loss and damage is caused by the Tenant and/or the occupants of the said premises and to effect with a reputable insurance company adequate insurance cover for the same in their full replacement value against all risks including but not limited to those risks perils or losses for which the Landlord's and the Building Manager's liability is expressly or impliedly excluded under this Agreement and to produce and make available to the Landlord as and when so required by the Landlord the policy of such insurance together with the receipt for the last payment of premium and a certificate from the relevant insurance company that the policy is fully paid up and in all respects valid and subsisting.

#### **7. Inform Landlord of Damage**

To give notice in writing to the Landlord or its agent of any damage that may be suffered to the said premises or to persons thereupon and of any accident to or defects in the water pipes gas pipes electrical wiring or furniture fittings fixtures or other facilities provided by the Landlord.



**8. Entry by Landlord**

To permit the Landlord and all persons authorized by it at all reasonable times and upon prior notice to enter and view the state of repair of the said premises to take inventories of the Landlord's fixtures fittings furniture and effects therein and to carry out any works repairs or maintenance which require to be done Provided that in the event of an emergency the Landlord its servants or agents may enter the said premises without notice and forcibly if need be.

**9. Notice to Repair**

On receipt of any notice from the Landlord or its authorized representative specifying any works or repairs which require to be done and which are the responsibility of the Tenant hereunder forthwith to put in hand and execute the same with all possible despatch and without any delay. Failure by the Tenant so to do will entitle the Landlord or its servants or agents to enter upon the said premises and forcibly if need be to carry out any such works or repairs at the sole expense of the Tenant.

**10. House Rule/Residents' Handbook**

At all times to comply with the House Rules annexed hereto, Residents' Handbook and DMC (if applicable). The Landlord reserves the right from time to time and by notice in writing to the Tenant to make and introduce and subsequently amend adapt or abolish if necessary such House Rules and/or Residents' Handbook as it may consider necessary for the proper management and maintenance of the said building and proper living environment and enjoyment by the Tenant.

**11. Replacement of Windows**

Subject to clause 22 under Section X hereof to reimburse to the Landlord the cost of replacing all broken and damaged windows and glass whether or not the same be broken or damaged by the negligence of the Tenant.

**12. Protection of Premises**

To take all necessary precautions to protect the said premises or any part thereof against damage by storm rainfall typhoon or fire or any like threats and in particular to ensure that all exterior doors and windows are securely fastened upon the threat of such adverse weather conditions.

**13. Air-conditioners**

To install split type air-conditioners through the designated wall apertures only and not to install any type of air-conditioners or air-conditioning plants, machinery or other mechanical apparatus in or on any part of the said premises without the prior consent of the Landlord in writing.

**14. Servants' Quarters**

To ensure that the servant's quarters (if any) attached to the said premises are occupied by his bona fide servants only and not to permit any children relations or friends of servants to reside in the said servant's quarters or upon the said premises. For the purpose of this paragraph "servants" shall mean the domestic servants of persons occupying the said premises as employees or licensees of the Tenant.

**15. Termination**

Quietly to yield up possession of the said premises to the Landlord together with all keys and the Landlord's fixtures fittings and/or additions at the expiration or sooner determination of this tenancy in such condition as set out in clause 22 under Section X hereof and otherwise based on the reinstatement standard as may be prescribed by the Landlord. Other fixtures fittings and/or additions affixed to or erected on the said premises by the Tenant with or without the Landlord's consent in writing shall be removed by the Tenant, if so required by the Landlord or its agents, and all damage caused to the said premises or the said building or any parts thereof by such removal shall be made good at the Tenant's costs and based on the standard as stated in clause 22 under Section X hereof and otherwise based on the reinstatement standard as may be prescribed by the Landlord. For the avoidance of doubt, the Tenant expressly agrees that all necessary reinstatement works contemplated in this clause shall be carried out by the Landlord through its nominated contractor(s) at the entire discretion of the Landlord at the costs of the Tenant who shall also indemnify the Landlord for the loss of rental and other charges suffered by the Landlord in the event that and during the period when the reinstatement works is required to be carried out after the expiry or sooner determination of the said term.

**16. Indemnity**

To keep the Landlord and/or Building Manager indemnified from and against all expense, loss, damage and claims arising from any breach of the terms or conditions of this Agreement by the Tenant or from the use of the said premises or out of any works carried out at any time during the said term in the said premises or out of anything now or during the said term attached to or projected from the said premises.

**17. Balconies and Windows**

To furnish and decorate the balconies and windows of the said premises in such manner as shall be in keeping with the first class residential condition of the said building and of the said premises. The Tenant acknowledges that the Landlord shall have the right to order the removal of any item or any decoration, fixtures, fittings, furnishing or finishing in the said

premises which is visible from outside the said premises and/or the said building which in the reasonable opinion of the Landlord is objectionable and would affect the outward appearance of the said building. Further, the Tenant shall not use or permit to be used any window verandahs or balconies for the purpose of washing, drying or airing clothes, articles or goods of any description or to throw or permit to be thrown or dropped any article, rubbish or other things from and/or through balconies and windows of the said premises and in particular not to permit any construction or addition or decoration thereon including the lawn or private garden of or appurtenant to or the extension or suspension therefrom and/or from the said lawn or private garden of any object, apparatus or structure whatsoever.

### **18. Use of Premises**

To use the premises for domestic purpose only and for no other purpose and in the case where the Tenant is an individual, for occupation by the Tenant, his immediate family members and domestic servant(s) (if any) or in the case where the Tenant is a partnership, limited company, or other body corporate or unincorporated, for occupation by the persons permitted to occupy the said premises pursuant to Clause 7 of Section X. For the avoidance of doubt, the Tenant shall not use the common areas and common facilities of the said building save and except in accordance with the directions of the Landlord or the Building Manager or the House Rules, Residents' Handbook or the Car Park Rules or the Club Rules (if any).

### **19. Use of Garden**

To the extent as is applicable, to keep the garden of or adjoining or connecting the said premises and all trees, lawns, shrubs, bushes, planters and all pot plants (if any) therein in good order and condition and properly tended and cultivated and replace them with other of the same kind and with like quality if they shall become perish.

## **SECTION IV LANDLORD'S OBLIGATIONS**

The Landlord hereby agrees with the Tenant as follows :-

### **1. Quiet Enjoyment**

That the Tenant upon paying the government rent rates and other charges hereby stipulated and observing and performing the several agreements and stipulations herein contained and on the Tenant's part to be observed and performed shall peaceably hold and enjoy the said premises during the said term without any interruption by the Landlord or any person lawfully claiming under or in trust for it.

**2. Property Tax, Rates and Government Rent**

To pay the Property Tax, Rates, Government Rent and all expenses of a capital or non-recurring nature in respect of the said premises during the said term of tenancy.

**3. Maintenance**

To keep the main structure of the said premises in a proper state of repair Provided the Landlord shall not be liable hereunder unless and until written notice of any want of repair of the same shall have been previously given by the Tenant to the Landlord and the Landlord shall have failed to take reasonable steps to repair the same after a lapse of reasonable time.

**SECTION V  
RESTRICTIONS AND PROHIBITIONS**

The Tenant further agrees with the Landlord as follows :-

**1. User**

Not to use the said premises other than for the purpose as provided in Clause 18 of Section III.

**2. Nuisance**

Not to do or permit to be done in or upon the said premises or in or upon the said building or any part thereof anything which may be or become a nuisance or annoyance or cause damage or disturbance to the Landlord or to any of the other tenants of the said building or the persons visiting the same.

**3. Noise**

Not to produce or suffer or permit to be produced in the said premises at any time between 12 midnight and the following 7 a.m. any music or noise (including sound produced by broadcasting from television, radios and/or any equipment or instrument capable of producing or reproducing music and noise) so as to constitute a nuisance or to give cause for reasonable complaints from the occupants of neighbouring premises in the said building or the neighbouring buildings.

**4. Storage**

Not to use the said premises for the storage of goods or merchandise nor to keep or cause or permit to be kept or stored on the premises any extra hazardous or hazardous goods within the meaning of the Dangerous Goods Ordinance or any enactment replacing the same and the Regulations applicable thereto, and in so far as such Ordinance or its schedule may be altered this Clause shall apply equally to any alteration thereof.

**5. Signs**

Not to affix or exhibit or paint on any door of the said premises or of the said building or at or near to any of the entrances thereto respectively any name plate signboard or notice except only in the space assigned for that purpose on the main entrance door of the said premises a plate or card bearing only the name of the Tenant and without any indication of the trade profession or business of the Tenant or any of his servants agents or licensees and further the Tenant shall not exhibit on any window or upon the exterior of the said building or any part of the common entrance halls staircases landings or passages any trade professional or business notice signboard or advertisement whatsoever.

**6. Aerials**

Not to erect any aerial on the walls or on any of gardens or terrace (if any) of the said premises or any part thereof or within the said premises and not to interfere with, remove, dismantle or alter the common aerials or the common facilities and services connected therewith provided by the Landlord.

**7. Damage to Structure**

Not without the previous written consent of the Landlord to cut, maim, injure, drill into, mark or deface or permit or suffer to be cut, maimed, injured, drilled into, marked or defaced any doors, windows, walls, beams, structural members or any part of the fabric of the said premises and/or the said building or any of the plumbing or sanitary apparatus or installations included therein.

**8. Illegal or Immoral Use**

Not to use the said premises or allow the same to be used for illegal or immoral purpose.

**9. Animals, Pets**

Not without the previous written consent of the Landlord which the Landlord may give withhold or withdraw at will to keep or permit or suffer to be kept any animal or pet inside

the said premises and to have proper control of any permitted animal or pet at all times and to indemnify and keep the Landlord fully indemnified against all actions proceedings claims and costs in respect of any damage injury or inconvenience caused by any animal or pet to the Landlord and/or any other person or property or occupier of the said building and without prejudice to the generality of the foregoing not to permit any such animal or pet to defecate or urinate upon any of the common areas of the said building.

#### **10. External Alterations Additions**

Not to make any alteration or addition of any kind including decorations on the walls, ceilings, floors and doors to the outside of the said premises or any portion of the public halls, stairways, open balconies (if any) of the premises or of the building.

#### **11. Internal Alterations and Reinstatement**

Not to make any alteration or addition of any kind to the inside of the said premises without the Landlord's consent in writing and if the Tenant shall with the Landlord's consent make any alteration or addition the Tenant shall, if so required by the Landlord, reinstate the said premises before the expiration or sooner determination of the tenancy. If such reinstatement shall not have been completed to the satisfaction of the Landlord or his agents upon the expiration or sooner determination of the tenancy the Tenant shall be responsible for all losses the Landlord may suffer on account thereof including loss of rent during the period of the reinstatement work when the Landlord has been deprived of the right to the commercial use and occupation of the said premises.

#### **12. Government Lease**

Not to do or permit or suffer to be done any act deed matter or thing whatsoever which amounts to a breach of any of the terms and conditions under which the said premises and the said building are held from the Government of the Hong Kong Special Administrative Region and to indemnify the Landlord against any such breach.

#### **13. Sub-letting**

Not to assign underlet part with the possession of or transfer the said premises or any part thereof or any interest therein nor permit or suffer any arrangement or transaction whereby any person who is not a party to this Agreement obtains the use possession occupation or enjoyment of the said premises or any part thereof irrespective of whether any rental or other consideration is given therefor. The tenancy shall be personal to the Tenant named in this Agreement and without in any way limiting the generality of the foregoing the following acts and events shall unless approved in writing by the Landlord be deemed to be breaches of this

**Clause :-**

- (i) In the case of a tenant which is a partnership the taking in of one or more new partners whether on the death of retirement of an existing partner or otherwise;
- (ii) In the case of a tenant which is a corporation any takeover reconstruction amalgamation merger voluntary liquidation or change in the person or persons who owns or own a majority of its voting shares or who otherwise has or have effective control thereof ;
- (iii) The giving by the Tenant of a Power of Attorney or similar authority whereby the done of the Power obtains the right to use possess occupy or enjoy the said premises or any part thereof or does in fact use possess occupy or enjoy the same;
- (iv) In the case of a tenant which is a corporation or partnership tenant the permitting of any person other than an employee of the Tenant and his immediate dependents to reside in the said premises.

**14. Insurance**

Not to do or omit anything whereby the insurance on the said premises may become void or voidable nor anything whereby additional premiums may become payable and to comply with all the requirements of the insurers which are notified to the Tenant.

**15. No Obstruction**

Not to use the common area and the common services and the facilities of the said building/estate save and except in accordance with the direction of the Landlord or the manager of the said building/estate or their authorised representatives and further not to use or cause or permit or suffer the use of any of the corridors, staircases, driveways and other common parts and/or areas of the said building for the purpose of drying or hanging laundry or placing or storing any dust bins, garbage cans, furnitures, machineries, goods or chattels or any other things thereon or therein other than those areas specifically provided for such purpose.

**16. No Alteration to Security System**

Not without the consent of the Landlord to install additional locks, bolts or other fittings to the entrance door or grill gate to the said premises or in any way to change or alter those existing installed and in the event that consent is given by the Landlord pursuant to this clause to immediately deposit with the Landlord keys to such additional locks, bolts or other fittings so approved by the Landlord for installation.

**SECTION VI  
EXCLUSIONS OF LIABILITY**

The Landlord shall not in any circumstances be liable to the Tenant or occupier or any other person whomsoever in respect of any loss or damage to person or property sustained by the Tenant occupier or any such other person :-

1. caused by or through or in any way owing to any defect in or breakdown of any lifts fire and security services equipment and/or other facilities of the said building including the common areas or;
2. caused by or through or in any way owing to any failure malfunction explosion or suspension of the electricity or gas or water supply to the said building including the common areas or to the said premises or;
3. caused by or through or in any way owing to the spread or escape of fire, fumes, smoke or the overflow or leakage of water or vibration and noise or electric current from electric wiring or cable situated upon or in any way connected with the said building including the common area from anywhere within the said building including the common areas or the influx of rain water into the said building including the common areas or the said premises or any typhoon landslide subsistence of the ground or the activity of rats or other vermin in the said building including the common areas;
4. caused by dropping of cigarette or cigar ends, broken pieces or glasses or other objects or the escape.
5. for the security or safe-keeping of the said premises or any persons or contents therein nor shall the rent abate or cease to be payable on account thereof.

**SECTION VII  
ABATEMENT OF RENT**

If the said premises or any part thereof shall be destroyed by fire typhoon act of God force majeure or other cause beyond the control of the Landlord and not attributable directly or indirectly to any act or default of the Tenant as to be rendered unfit for use and occupation the rent hereby agreed to be paid or a part thereof proportionate to the damage sustained shall cease to be payable until the said premises shall have been restored or reinstated Provided Always that the Landlord shall be under



no obligation to repair or reinstate the said premises if in its opinion it is not reasonably economical or practicable so to do and Provided Further that if the whole or substantially the whole of the said premises shall have been destroyed or rendered unfit for use and occupation and shall not have been repaired and reinstated within six months of the occurrence of the destruction or damage either party shall be entitled at any time before the same are so repaired and reinstated to terminate this Agreement by notice in writing to the other.

## **SECTION VIII DEFAULT**

It is hereby further expressly agreed and declared as follows :-

### **1. Default**

If the rent or any part thereof shall be unpaid for fifteen days after the same shall become payable (whether legally demanded or not) or if the Tenant shall fail or neglect to observe or perform any of the agreements stipulations conditions herein contained and on the Tenant's part to be observed and performed or if the Tenant shall become bankrupt or being a corporation shall go into liquidation or if any petition shall be filed for the winding up of the Tenant or if the Tenant shall otherwise become insolvent or make any composition or arrangement with creditors or shall suffer any execution to be levied on the said premises or otherwise on the Tenant's goods then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter on the said premises or any part thereof in the name of the whole whereupon this Agreement shall absolutely cease and determine but without prejudice to any right of action by either party hereto in respect of any outstanding breach or non-observance or non-performance of any of the agreements stipulations and conditions herein contained and on the Tenant's part to be observed and performed and to the Landlord's right to deduct all loss and damage thereby incurred from the deposit paid by the Tenant in accordance with Clause I of Section IX and without prejudice to the Landlord's right of forfeiture thereof.

### **2. Re-entry by Landlord**

A written notice served by the Landlord on the Tenant in manner hereinafter mentioned to the effect that the Landlord thereby exercises the power of re-entry herein contained shall be a full and sufficient exercise of such power without physical entry on the part of the Landlord.

### **3. Acceptance of Rent**

Acceptance of rent by the Landlord shall not be deemed to operate as a waiver by the Landlord of any right to proceed against the Tenant in respect of any breach non-observance or non-performance by the Tenant of any of the agreements stipulations and conditions herein contained and on the Tenant's part to be observed and performed.

### **4. Interest, Legal Cost and Supply of Information to Agents**

The Landlord shall have the right without prejudice to any other right or remedy hereunder to charge interest at three per cent over the best lending rate from time to time of The Hongkong and Shanghai Banking Corporation Limited in respect of any payments to be made to the Landlord more than fourteen days in arrear and such interest shall be payable from the date upon which such payment in arrear fell due and not fourteen days thereafter. The Landlord shall further be entitled to recover from the Tenant as a debt all Solicitors' and/or Counsel's fees (on a solicitor and own client basis) and court fees incurred by the Landlord for the purpose of recovering the rent in arrears and/or other monies unpaid or any part thereof from the Tenant or in enforcing any of the provisions of this Agreement against the Tenant and the Landlord shall further be entitled to supply to such solicitors counsel enquiry or collection agents as the Landlord may appoint such information or personal data in the possession of the Landlord concerning the Tenant as may be necessary for any of the purposes aforesaid without the consent of the Tenant being obtained.

### **5. Distress for Rent**

For the purpose of distress for rent in terms of Part III of the Landlord and Tenant (Consolidation) Ordinance (Chapter 7) and of these presents, the rent payable in respect of the said premises shall include the Government rent, rates and management fee payable hereunder and such rent shall be and be deemed to be in arrears if not paid in advance at the times and in manner hereinbefore provide for payment thereof.

## **SECTION IX DEPOSIT**

### **1. Deposit**

The Tenant shall on the signing of this Agreement deposit with the Landlord the sum specified as the said deposit in the Schedule to secure the due observance and performance by the Tenant of the agreements stipulations and conditions herein contained and on the Tenant's part to be

observed and performed. The said deposit shall be retained by the Landlord throughout the said term free of any interest to the Tenant and in the event of any breach or non-observance or non-performance by the Tenant of any of the agreements stipulations or conditions aforesaid the Landlord shall be entitled to terminate this Agreement in which event the said deposit may be forfeited to the Landlord by way of liquidated damages. Notwithstanding the foregoing the Landlord may in any such event at its option elect not to terminate this Agreement but to deduct from the deposit the amount of any monetary loss incurred by the Landlord in consequence of the breach non-observance or non-performance by the Tenant in which event the Tenant shall as a condition precedent to the continuation of the tenancy deposit with the Landlord the amount so deducted and if the Tenant shall fail so to do the Landlord shall forthwith be entitled to re-enter on the said premises or any part thereof in the name of the whole and to determine this Agreement in which event the deposit may be forfeited to the Landlord as hereinbefore provided.

## **2. Repayment of Deposit**

Subject as aforesaid the said deposit shall be refunded to the Tenant by the Landlord without interest within thirty days after the expiration of this Agreement and the delivery of vacant possession to the Landlord or within thirty days of the settlement of the last outstanding claim by the Landlord against the Tenant in respect of any breach non-observance or non-performance of any of the agreements stipulations or conditions herein contained and on the part of the Tenant to be observed and performed whichever is later.

## **3. Transfer of Deposit**

On the assignment by the Landlord of its reversionary interest the Landlord may transfer the said deposit to the assignee of the Landlord's reversion (the "Assignee") subject to the Landlord procuring prior to the transfer a covenant from the Assignee in favour of the Tenant that the Assignee shall hold the said deposit upon the subject to the terms of this Section IX whereupon the Landlord shall thereby be released from any and all further obligations to the Tenant or otherwise in respect of the said deposit.

## **SECTION X GENERAL**

### **1. Condonation Not a Waiver**

No condoning excusing or overlooking by the Landlord of any default breach or non-observance by the Tenant at any time or times of the Tenant's obligations herein contained shall operate as a waiver of the Landlord's right hereunder in respect of any continuing or subsequent

default breach or non-observance or non-performance or so as to defeat or affect in any way the rights and remedies of the Landlord hereunder in respect of any such continuing or subsequent default or breach and no waiver by the Landlord shall be inferred from or implied by anything done or omitted by the Landlord unless expressed in writing and signed by the Landlord. Any consent given by the Landlord shall operate as a consent only for the particular matter to which it relates and in no way shall be considered as a waiver or release of any of the provisions hereof nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of the Landlord in the future unless expressly so provided.

## **2. Services of Notices**

Any notice required to be served hereunder shall if to be served on the Tenant be sufficiently served if addressed to the Tenant and sent by prepaid post to or delivered at the said premises or the Tenant's last known place of business or residence in Hong Kong or the registered office in case of a corporate tenant and if to be served on the Landlord shall be sufficiently served if addressed to the Landlord and sent by prepaid post to or delivered at the registered office or last known place of business of the Landlord or any other address which the Landlord may notify to the Tenant from time to time.

## **3. Building Name**

The Tenant acknowledges the right of the Landlord to change from time to time the name of the building of which the said premises form part and further acknowledges that upon the Landlord exercising that right the Tenant shall have no right to compensation or damages from the Landlord provided that the Landlord shall give to the Tenant and the Post Office and other relevant government authorities not less than one month's prior notice of its intention so to do.

## **4. No Fines**

The Tenant acknowledges that no fine premium key money or other consideration has been paid by the Tenant to the Landlord for the grant of this tenancy and no advantage, pecuniary or otherwise, has been sought by or paid to any member of the Landlord's staff and/or any staff of the Landlord's duly authorized agent by the Tenant for the purpose of this Agreement on the terms stated herein.

## **5. No Other Warranties or Representations**

This Agreement sets out the full agreement between the parties. No other warranties or representations have been made or given relating to the Landlord, the Tenant, the said building or the said premises, or if any warranty or representation has been made the same is hereby waived.

## **6. Charges and Stamp Duty**

The charges for the preparation of this Agreement and stamp duty on this Agreement thereon will be borne equally by the Tenant and the Landlord. Each party hereto will bear its own legal expenses.

## **7. Corporate Tenancy**

### **7.1 Nominated Occupier**

Where a partnership, limited company or other body corporate or unincorporated is named as the Tenant herein and Tenant shall use the said premises as a single private residence for occupation by such bona fide employee of the Tenant as shall be nominated by the Tenant as the nominated occupier of the said premises and notified to the Landlord in writing and such employee's immediate family and domestic helper(s) (if any) and in the event that such employee shall at any time during the said term cease to be employed by the Tenant for any reason whatsoever then the Tenant shall procure that such employee and his family and domestic helper(s) (if any) immediately vacate the said premises and remove their belongings therefrom Provided always that subject to the Landlord's prior written consent first had and obtained the Tenant shall be entitled at any time during the said term to nominate another of its bona fide employees as occupier of the said premises in lieu of the original nominated occupier.

### **7.2 Notification of Identity**

The Tenant shall on or before the signing hereof give written notification to the Landlord or its authorized representative of the names of the nominated occupier and his immediate family and domestic helper(s) (if any) who will occupy the said premises and such other particulars of the said persons as the Landlord may require.

## **8. Changes in Building/Common Areas**

The Landlord shall be entitled at any time and from time to time to make changes or alterations to the said building or any part or parts thereof as well as the common areas and common facilities or to extend or reduce the areas of the entrances, landings, staircases, passages, lobbies or other parts of the said building intended for common use for whatsoever reason as may be determined by the Landlord without incurring any liability to the Tenant on any account whatsoever.

**9. Reservation**

There is reserved to the Landlord and all other persons at any time authorized by the Landlord or otherwise so entitled full right and liberty at all times without the necessity of obtaining consent and without compensation to use the external surfaces of the walls windows window frames and other parts of the said premises for the purposes of repairs maintenance improvements and decoration (whether permanent or seasonal) or otherwise together with the right to erect attach and retain scaffolding or other structures as shall be convenient for such purposes.

**10. Tenant's Effects**

The Tenant irrevocably appoints the Landlord to be its agent to store or dispose of any effects left by the Tenant on the said premises for more than seven days after the end of the said term on any terms that the Landlord thinks fit and without the Landlord being liable to the Tenant save to account for the net proceeds of sale less the cost of storage (if any) and any other expenses reasonably incurred by the Landlord.

**11. Use of Other Premises**

The Tenant shall not be entitled to complain about nor shall the Tenant have any claim against the Landlord in respect of any alleged noise or nuisance or interference with its use or enjoyment of the said premises due to any operation being carried on in other parts of the buildings, whether by the Landlord or any other owner or by any of their respective tenants licensees or occupiers.

**12. Suspension of Water Supply**

The Landlord may at any time suspend the supply of water to the said premises or any part thereof for the purpose of repairing or maintaining any part of the said building or water pipes or water tanks used in or about the said building or as may be reasonable in the interests of the tenants of the said building and shall not be responsible to the Tenant occupier or any other person whomsoever for any loss or injury occasioned by such stoppage as aforesaid.

**13. Tenant's Obligations Not Affected**

This Agreement and the obligations of the Tenant to observe and perform the covenants and agreements on the part of the Tenant herein contained shall in no way be affected impaired or excused because the Landlord is unable to fulfill or has delayed in fulfilling any of its obligations under this Agreement or is unable to make or has delayed in making any repair addition alteration or decoration or is unable to supply or has delayed in supplying any equipment or service hereunder.

**14. Sale**

If at any time during the tenancy hereby created the Landlord shall enter into a contract for the sale of the said building or the said building or any part of the said building which includes the said premises, or of any part thereof which shall include the said premises or if any agreement shall be entered into for the sale of the entire issued share capital of the Landlord or any holding company (as defined in section 13 of the Companies Ordinance (Cap.622)), directly or indirectly, of the Landlord, then in any of the above events the Landlord shall be entitled to give six clear calendar month's notice in writing expiring at the end of any calendar month during the tenancy hereby created terminating this Agreement and immediately upon the expiration of such notice this Agreement 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 and the Tenant shall deliver up vacant possession of the said premises in all respects in accordance with the terms of this Agreement to the Landlord upon the termination of this Agreement under this Clause. Either party shall have no claim and shall not make any claim against the other party for any loss, damages or compensation whatsoever arising from or incidental to any termination of this Agreement pursuant to this Clause. For the avoidance of doubt, references to "the Landlord" in this Clause means Fresh Treasure Limited and its successors and assigns.

**15. Handover Condition**

- 15.1 The Landlord and the Tenant hereby declare and confirm that the said premises would be delivered and handed over by the Landlord to the Tenant on an "as is" basis.
- 15.2 The Tenant hereby declares and confirms that it has duly inspected the said premises and is satisfied with the current state and condition of the said premises and the fixtures and finishes provided therein, if any, and that no warranty or representation whatsoever has been given or is made by the Landlord and/or its agents regarding the state and condition of the said premises or of the said building.
- 15.3 The Tenant hereby further declares and confirms that it has duly inspected and examined the furniture and any electrical installations provided in the said premises and is satisfied with their working order function and conditions.
- 15.4 Without prejudice to clause 15 under Section III and clause 22 under Section X hereof, if the Tenant shall upon commencement of this tenancy have agreed to accept any fittings fixtures alterations or additions which shall have been installed or made by any previous occupiers of the said premises, the Landlord shall have the right to require the Tenant to remove any or all of such fittings fixtures alterations or additions so made prior to the

date of commencement of this tenancy and require the Tenant to make good any damage to the said premises caused by the installation or making of such fittings fixtures alterations or additions or its removal as if such fittings fixtures alterations or additions were made by the Tenant during the term of this tenancy.

**16. Contracts (Rights of Third Parties) Ordinance Cap.623**

For the purpose of the Contracts (Rights of Third Parties) Ordinance Cap. 623 of the laws of Hong Kong, all provisions of the terms and conditions herein apply equally to and are for the benefit of the Landlord's building manager, service providers, its employee, affiliates, agents suppliers, contractors and sub-contractors, partner organization, subsidiaries and associated companies insofar as they and each of them have been referred to or mentioned herein and they and each of them shall have the right to assert and enforce such provisions directly or on its own behalf (save that the terms and conditions herein may be varied or rescinded by the Landlord and the Tenant without the consent of those parties). Subject to the previous sentence, no provision of the terms and conditions herein is otherwise enforceable by any person who is not a party to it. This means that other than as set out in the first sentence above, the Landlord and the Tenant are the only entity who can enforce the provisions of the terms and conditions herein.

**17. Governing Law**

This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong.

**18. Submission to Jurisdiction**

The Parties irrevocably agree that the courts of Hong Kong are to have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that, accordingly, any legal action or proceedings arising out of or in connection with this Agreement may be brought in those courts and the Parties irrevocably submit to the non-exclusive jurisdiction of those courts.

**19. No Registration**

The Tenant agrees not to register this Agreement or cause the same to be registered in the Land Registry.



**20. Personal Data Collection Statement**

The Tenant notes that the Landlord will preserve the confidentiality of the Tenant's personal data and information collected and obtained from this Agreement. The Tenant further agrees and acknowledges that the Tenant is required to provide personal data and information including but not limited to the Tenant's name(s), HKID card number, incorporation number, business registration number, mailing address(es), phone number(s), email address(es) and bank account information. The Tenant understands 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 this Agreement and/or for marketing the events, services, and facilities in relation to the Landlord 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 Landlord may be unable to perform and carry out the terms and conditions laid down in this Agreement or to provide such information or materials which the Landlord considers will be of interest to the Tenant.

**21. Privacy Policy, Notice and Consent**

The Tenant agrees that the Landlord may disclose and/or transfer the Tenant's non-financial personal data or information to the Landlord's group of companies and associated companies for purposes include but not limited to processing or facilitating or operating or enforcing this Agreement and/or for marketing the events, services, and facilities in relation to the Landlord 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. The Tenant further agrees to the Landlord's use and/or transfer of the Tenant's personal data or information (such as the Tenant's name(s), mailing address(es), phone number(s), and email address(es)) to its group of companies or associated companies for direct marketing purposes. Under the provisions of the Personal Data (Privacy) Ordinance, the Tenant has the right to request access and correct the Tenant's personal data. If the Tenant wishes to access or make corrections to the Tenant's data, the Tenant can submit a written request to the Landlord.

**22. Special Conditions**

The parties hereto hereby agree that notwithstanding anything stated as aforesaid and for better understanding of the extent and scope of the reinstatement obligations of the Tenant for the purpose of clause 15 under Section III hereof, the following shall apply and in case there is any inconsistency with this Special Conditions and the contents of this Agreement, this Special Conditions shall prevail:-

- 22.1 The Tenant shall through the Landlord reinstate and remedy, at the cost of the Tenant, the said premises both indoor and outdoor including garden (covering trees, lawns, shrubs, bushes, planters and all pots plants) and swimming pool/Jacuzzi (comprising all facilities in connection therewith) in such state and condition as at the first day of handover of the same by the Landlord to the Tenant. For this purpose, upon the date of handover, an independent registered/professional inspector (“Inspector”) shall be selected by the Landlord from the attached list of Inspector and jointly appointed by the Landlord and the Tenant to identify any existing defects (“Known Defects”) in relation to the said premises for record purpose including the taking of photographs and videos to capture the existing status of the said premises and/or the Known Defects, if any (“Objective Evidence”) and such Known Defects (as they are and not worsened or aggravated) shall not be required to be reinstated and/or remedied by the Tenant upon the expiration or sooner determination of the term herein created. The fee of the Inspector shall be communicated by the Landlord to the Tenant in advance and shall be borne equally between the Landlord and the Tenant.
- 22.2 The reinstatement and remedial work for which the Tenant is responsible as referred in clause 22.1 and by reference to New Defects as referred to in clause 22.3 shall normally be completed within 120 working days and shall be carried out by an experienced contractor appointed by the Landlord on behalf of the Tenant from the attached list of contractors based upon three (3) fee quotations procured by the Landlord. The Landlord undertakes not to engage the contractor for the Tenant with the highest quotation on the condition that the turnaround time for completion of the reinstatement and remedial work shall be within acceptable range from the Landlord’s point of view. The contractor so selected by the Landlord (“Contractor”) will be appointed by the Landlord on behalf of the Tenant and at the costs of the Tenant to execute the reinstatement and remedial work based on the specification provided by the Landlord and under the supervision of the Landlord. The Contractor will be notified by the Landlord to the Tenant in writing. For the avoidance of doubt, the Tenant shall be responsible for the act or omission of the Contractor and shall also be liable for any loss and damage caused to the said premises including any fixtures and fittings therein by reason of the reinstatement and remedial work.
- 22.3 To the extent that there shall be any defects (“New Defects”) found upon the expiry or sooner determination of the term herein created which are not the Known Defects (as they are and not worsened or aggravated), they shall be required to be reinstated and/or remedied by the Contractor at the Tenant’s costs in the manner as mentioned in clause 22.2 save and except that they satisfy the following criteria:-

<b>Category</b>	<b>Nature</b>	<b>Standard</b>
<b>Glass</b>	No impact on view enjoyment	Normal practice – International ASTM standard
<b>Flooring</b>	Consumed materials and normal depreciation is expected	Free from any scratches and dents

<b>Painted Walling</b>	Keep at normal standard	Free from any cracks/dents
<b>Door &amp; ironmongeries</b>	Impact on viewing	Free from any scratches / damage / rust-free
<b>Marble</b>	Impact on viewing	High gloss finish and free from any scratches
<b>Appliances</b>	Normal depreciation is expected	Fully functional and in good normal working operation
<b>Sanitary fittings</b>	Normal depreciation is expected	Fully functional and in good normal working operation
<b>Wall tiles</b>	Impact on viewing	High gloss finish and free from any scratches
<b>Built-in cabinet</b>	Impact on viewing	Free from any scratches / damage / rust-free
<b>Outdoor Flooring</b>	Consumed materials and normal depreciation is expected	Free from any damage/ water stain/ dirt mark
<b>Drain Cover</b>	Consumed materials and normal depreciation is expected	Free from any damage
<b>Glass balustrade</b>	No impact on view enjoyment	normal practice – International ASTM standard
<b>Wall Cladding</b>	Impact on viewing	Free from any damage/ dirt mark
<b>Outdoor Jacuzzi</b>	Normal depreciation is expected	Fully functional and in good normal working operation
<b>Outdoor Kitchenette</b>	Consumed materials and normal depreciation is expected	Free from any damage/ Fully functional and in good normal working operation
<b>Planted vegetation</b>	Keep at normal standard	Sustain healthy plant grown/ not infected

In connection with the above purpose, the Standard shall determine the existence of New Defects and the following shall apply to the extent as is not specified or does not contradict the above:-

- (1) Where the criteria is based on impact on viewing, it is observable by 1 metre (100 cm)'s viewing distance;

Where the criteria is qualified by normal depreciation involving electrical or mechanical operation, the criteria is that it should be in perfect working condition without any defect (whether major or minor).

- 22.4 In the event that the period required to carry out and complete the reinstatement and remedial work shall exceed 120 days, those days where the reinstatement and remedial work is carried out which is over and above 120 days ("Rent Void Period") shall be compensated by the Tenant to the Landlord by reference to the contractual rate of

payment which the Tenant has to pay to the Landlord as if the said term has been continued up to and including the completion of the reinstatement and remedial work.

- 22.5 In case there shall be any dispute as to (a) whether or not there is any New Defects, (b) whether or not the New Defects shall be the Tenant's responsibility based on the observable distance set out in the Table in clause 22.3 and the application of the Standard, (c) whether or not the New Defects so identified and discovered shall be reinstated and/or remedied by the Tenant, and (d) whether or not the Tenant shall be liable for the Rent Void Period and the quantification thereof in clause 22.4, the Landlord's opinion shall be final and conclusive. In the event that there shall be any dispute as to whether or not the New Defects have been properly reinstated and/or remedied and how the New Defects shall be reinstated and remedied and whether or not any particular day or days shall be treated as working day for the purpose of clause 22.4 but not otherwise ("Disputed Issue"), without prejudice to the generality of the forgoing, the Landlord and the Tenant shall jointly consult the Inspector who shall make a determination on the Disputed Issue which is binding on the Landlord and the Tenant based on assessment by reference to the Objective Evidence and/or prevailing industrial standard and whose cost shall be shared equally between the Landlord and the Tenant. If the Inspector shall for whatever reason be not able to act, the Landlord and the Tenant shall jointly seek the nomination of a professional inspector by the President of the Institute of Surveyor in Hong Kong (or similar professional body) for this purpose.

AS WITNESS the hands of the parties hereto the day and year first above written.

List of Independent Registered/Professional Inspectors (“Inspector”)

1	Savills Project Consultancy Limited
2	CBRE Limited
3	Jones Lang LaSalle Limited
4	Knight Frank Petty Limited
5	Core Vision Surveyors Limited
6	Hong Kong Survey Limited
7	CWL Architect & Surveyors Limited
8	John HY Yip Surveyors Limited
9	L C Surveyors Limited
10	Vigers Building Consultancy Limited

List of Contractors (“Contractor”)

1	Artwright Engineering & Construction Limited
2	Legend Interiors Limited
3	Fuji (China) Decoration & Engineering Co. Limited
4	T.O.P. Contracting Limited
5	Interior Contract International Limited
6	Art-well Engineering Co. Limited
7	Kin On Professional Construction Limited

**(“ADHERE PREMISES SCHEDULE HERE”)**

**SIGNED** by )  
 )  
 )  
for and on behalf of )  
**Harriman Leasing Limited** )  
as the Leasing Agent for the Landlord )  
in the presence of :- )  
 )

Witness: \_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Full name in capital letters)

**SIGNED** by )  
 )  
 )  
for and on behalf of the Tenant )  
in the presence of :- )  
 )

Witness: \_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Full name in capital letters)

## ANNXURES

### House 7 Appliances in Kitchen 洋房 7 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 1013-1
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	ESW6229
Steam Oven 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	ICBID-24RO

### House 7 Appliances at Basement Pantry 洋房 7 地下層茶水間設備

Appliance 設備	Brand Name 品牌	Model Number 型號
Cooker Hood 抽油煙機	Miele	DA 3466 HP
Induction Hob (2 Zones) 電磁煮食爐 (雙頭)	Miele	CS 1212-1i
Steam Oven 蒸爐	Miele	DG6800
Dishwasher 洗碗碟機	Miele	G 7150 SCVi
Refrigerator 雪櫃	Sub Zero	ICBBI-36S/O
Wine Cellar 酒櫃	Sub Zero	ICBUW-24/S/TH-LH



**House 7 Appliances in Utility Room**

洋房 7 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
Steam Closet 衣物護理機	LG	S3WF

The Tenant agrees that if the Landlord shall be able to provide the said appliances within Two (2) weeks from the Commencement Date, no compensation whatsoever shall be payable by the Landlord to the Tenant. The Tenant acknowledges and understands that the Landlord reserves the right to replace/substitute the said appliances with those of comparable quality whether due to the unavailability of supply or otherwise.

The Tenant shall be responsible for the maintenance and upkeep of the said appliances at the Tenant's sole cost and expense throughout the said term and in accordance with the terms of this Agreement.

1 Servants, messengers and tradesmen shall use only the service stairs or service lifts (if any) for ingress and egress. They shall not use the passenger lifts for any purpose except that the servants may use the passenger lifts when accompanying children of tenants and their guests.

Services Areas

2 The delivery of kitchen supplies, market goods and package of every kind shall be made only at the service entrance of the building and using only the service stairways or lifts (if any).

3 The tenant shall not obstruct with boxes, merchandise, rubbish or any other articles whatsoever any part of the building which is not exclusively let to the tenant. In the event of the tenant acting in breach of this rule the landlord or its servants, in addition to any other remedies, may with or without any prior notice to the tenant remove and store the obstructions at the sole risk of the tenant and prior to the same being returned to the tenant, the tenant shall pay the Landlord's reasonable expenses for removing and storing the same.

Public Areas

4 No bicycles, scooters or similar vehicles shall be allowed in the passenger lifts (if any) and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public areas of the building.

5 Children shall not play in the lifts (if any) lift lobbies and stairways of the building.

6 Pets shall not be allowed in any common area of the building unless carried or on leash nor shall they be permitted to foul any common-areas of the building or the immediate surrounding grounds of the building. In the interest of hygiene and preservation of pleasant environment, pets are neither permitted in the swimming pools nor pool deck area.

Residents are kindly advised to use the service lifts when they are accompanied by their pets.

7 No tenant shall park his car in any car-park space allocated to another tenant.

8 Refuse and garbage shall be sent to the service collection area of the building only at such time and in such manner as the landlord's care-taker may direct.

Refuse and  
Garbage Disposal

- 9 No refuse, garbage or any foreign articles shall be thrown into the water closets or other sanitary fixtures in the building. Any damage resulting from the misuse of such fixtures shall be paid for by the tenant.
- 10 No refuse or any article whatsoever shall be swept or thrown or permitted to be swept or thrown from any door or window in the building, nor shall anything be hung or shaken from any window or placed upon any external window-sill of the building.
- 11 The tenant shall not do or permit to be done in or upon the premises or in or upon the building or any part thereof anything which may be or become a nuisance or annoyance or cause damage or disturbance to the Landlord or to any of the other tenants of the building or the person visiting the same as covenanted in the "Terms and Conditions" of the Tenancy Agreement.
- 12 No radio or television aerial shall be attached to or hung from the exterior of the building.
- 13 No shades, awnings or window-guards shall be used in about the building, except such as shall be approved by the Landlord.
- 14 The tenant shall not at any time contravene any sign erected by the Landlord for the convenience, comfort, rights and safety of tenants in and visitors to the building.
- 15 No tenant shall be permitted to keep within his premises more than one dog and one cat.
- 16 No tenant shall send employee of the landlord out of the building on any private business of the tenant.
- 17 Any issue or complaint regarding the service of the building shall be made to the Maintenance Office or Estate Manager of the landlord and not to any caretaker or servant of the landlord.
- 18 The Landlord reserves the right to amend these Rules or any addition hereto in the interest of safety convenience and better enjoyment of the building by the tenants.

General

Floor Plan