



01st June 2018

Name : HONG KONG CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT CO LTD  
Operator : Mr. Roy Chow  
Address : Sinocentre 1403b, 582 Nathan Road,  
Mongkok, Hong Kong.  
Tel : +86020-66347916  
Fax : +020-62614003  
Email : [roycwh@yahoo.com.hk](mailto:roycwh@yahoo.com.hk)

Dear Mr. Roy,

**CONTRACT AGREEMENT FOR PREBUY ROOM ALLOTMENTS JULY/AUGUST 2018**

Thank you for selecting SKY Hotel as the preferred hotel for HONG KONG CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT CO. LTD

We are pleased to forward herein our contract agreement for prebuy room allotments for your kind attention. Kindly review and acknowledge the attached in order for us to formalize the aforementioned.

We look forward to working with you and appreciate your interest in SKY Hotel Kota Kinabalu.

Please do not hesitate to contact us should you require any further clarification or assistance.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Mohammad Bin Badrul'.

Name: Mohammad Bin Badrul (Mr)  
Designation: General Manager



## Contract Agreement (Prebuy Room Allotments) July/August 2018

### CONTRACT BETWEEN

**Hotel** : SKY HOTEL KOTA KINABALU  
**Address** : Lorong Kemajuan Karamunsing, 88000 Kota Kinabalu Sabah  
**Tel** : +6 017 - 8584100  
**Fax** : +6 0154 - 8404766

**AND**

**Name** : HONG KONG CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT CO. LTD  
**Operator** : Mr. Roy Chow  
**Address** : Simocentre 1403b, 582 Nathan Road, Mongkok, Hong Kong.  
**Tel** : +86020-66347916  
**Fax** : +020-62614003  
**Email** : [roycwh@yahoo.com.hk](mailto:roycwh@yahoo.com.hk)

Dear Mr. Roy,

### ROOM RATES (ALL MARKETS)

ROOM TYPE	No of Rooms	FIT Room Rate 1 <sup>st</sup> July 2018 – 25 <sup>th</sup> August 2018	Type of Bed	Breakfast Inclusive
Superior Suite King	5	RM198.00	King Bed + Kitchen Pantry	2 persons
Studio Suite King/Twin	5	RM228.00	King Bed + Kitchen Pantry	2 persons

ROOM TYPE	No of Rooms	FIT Room Rate 15 <sup>th</sup> July 2018 – 20 <sup>th</sup> August 2018	Type of Bed	Breakfast Inclusive
Deluxe Suite	10	RM255.00	2 Bedrooms (King & Single) + Kitchen Pantry	3 persons

RA Sky Hotel Sdn Bhd (1083390-P)

Main Office: Lorong Kemajuan Karamunsing, 88000 Kota Kinabalu, Sabah, Malaysia.

Tel: +60154-8782341 Fax: +60154-8404766

Website: [www.skyhotellk.com](http://www.skyhotellk.com) E-mail: [info@skyhotellk.com](mailto:info@skyhotellk.com)



RA-SKY-HOTEL-1083390-P-01g

## DEPOSITS / PRE-PAYMENTS

According to your email dated April 21<sup>st</sup>, 2018, 50% deposit will be settled on 15th June 2018 and the remaining balance of 50% deposit shall be fully settled on July 15<sup>th</sup>, 2018. Kindly refer proforma invoice attached. In addition, minimum of achievement selling room must be at least 80% (MYR167,160) and the rest of 20% will be kept as floating deposit if the allotments given only can be sale 80%.

Payee Name : RA SKY HOTEL SDN BHD  
Account Name : Plus Current Account  
Name of Bank : Maybank  
Account No. : 560148675724  
Bank Address : Maybank Branch Karamunsing  
GST Reg No : 000509992960

## CHECK-IN, CHECK-OUT AND MATTER OF USAGE

Check-in is at 2.00 pm and checkout time is 12.00 noon. Request/s for earlier check-in or later checkout may be charged up to 50% of the applicable contracted rate. A full night's charge will apply for checkout beyond 18:00 hours. Both of these facilities must be pre-arranged and are subject to availability.

Rooms shall only be used for accommodation only. All guests and users of the rooms and/or hotel facilities shall at all times comply with and observe the hotel's rules and regulations as may be made and /or amended from time to time by the hotel.

All guests and users of the rooms and/or hotel facilities shall not do or permit to be done any act or omission which will infringe the trade name, trade mark, design, copyright and/or any other intellectual property rights of the hotel and/or the hotel's management and/or owner and/or any third parties and shall indemnify and keep indemnified the hotel and its management and owner against all actions, proceedings, claims, damages, losses, costs and expenses (including solicitors cost on a solicitor and client basis) howsoever arising from any such infringement.

## CANCELLATIONS AFTER RELEASE

All reported allocation and bookings received will be treated as guaranteed reservations and there will be no cancellation. Any no show will be fully charged accordingly to the reservation made.

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## **TAXES, SERVICE CHARGES AND COMMISSIONS**

All rates quoted are in Ringgit Malaysia (RM).

Tourism Tax will be imposed by guest upon checkin, MYR10.00 per room per night

## **NON-ASSIGNMENT OF CONTRACT**

SKY Hotel Kota Kinabalu shall be entitled to assign any of its rights, interest and benefits under this Agreement without the prior consent of the Contract Party but the Contract Party may not assign any of its rights, interest or benefits under this Agreement.

This Agreement shall be binding upon the assigns and successors-in-title of SKY Hotel Kota Kinabalu and the successors-in-title, heirs and executors of the Contract Party.

## **CONTRACT OF DETERMINATION**

In the event of any dispute, irrespective of other contracts in enforce, only the terms and conditions contained herein shall apply.

## **LAW AND JURISDICTION**

This Agreement shall be governed by and construed in all respects in accordance with the laws of Malaysia and the parties hereto submit to the jurisdiction of the Courts of Malaysia in all matters arising out of or in connection with this Agreement.

## **SEVERABILITY**

If any of the provisions of this Agreement shall become illegal, invalid or unenforceable and provided that such illegal, invalid or unenforceable provision shall not nullify the underlying intent of the parties hereto, such provision shall be severed from the other provisions of this Agreement and shall not affect the validity or enforceability of the other provisions of this Agreement which shall remain in full force and effect.

RA Sky Hotel Sdn Bhd (1083390-P)

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Tel: +60154-8782941 Fax: +60154-8404766

Website: [www.skyhotelskk.com](http://www.skyhotelskk.com) E-mail: [info@skyhotelskk.com](mailto:info@skyhotelskk.com)



Subsidiary of Sunway Group

### **CONCLUSIVE OF EVIDENCE**

The certificate of SKY Hotel's accountant or such other agent appointed by the SKY Hotel shall be conclusive and binding upon the parties hereto as to the correctness on amount of any payments required to be paid by the Contract Party and/or guests/users of the rooms or hotel facilities under or pursuant to the provisions of this Agreement.

### **WAIVER**

No waiver by SKY Hotel of any breach of any covenant, obligation or provision in this Agreement contained or implied shall operate as a waiver of another breach of the same or of any covenant, obligation or provision in this Agreement contained or implied.

### **TIME OF ESSENCE**

Time shall be of the essence in relation to all the provisions of this Agreement and particularly those, which relate to and the payment of any monies due by the Contract Party to SKY hotel Kota Kinabalu under this Agreement.

### **NON-RELATIONSHIP OR PARTNERSHIP**

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of partnership or principal and agent or of joint venture between the parties hereto and it being understood and agreed that neither the provisions contained herein nor any acts of the parties hereto shall be deemed to create any relationships of the parties hereto other than upon the terms and conditions as provided in this Agreement.

This Agreement embodies all terms and conditions agreed upon between the parties hereto as to the subject matter of this Agreement and supersedes and cancels in all respects all previous representations, warranties, agreements and undertakings, if any, made between the parties hereto with respect to the subject matter herein whether such be written or oral. No amendment or other variations of this Agreement will be binding unless the same is duly affected by an instrument in writing signed by the parties hereto and expressed to be for the purposes of such amendment.

**Important Notice:** In order for the bookings related to this Contract, either by attachment or listed herein to be considered, the signed acknowledgement of the Contract must be received by the sending office no later than 2 weeks hereafter. This contract consists of (06) pages. Please address correspondences relating to the contract to:

RA Sky Hotel Sdn Bhd (1083390-P)

Main Office: Lorong Kemajuan Karamunsing, 88000 Kota Kinabalu, Sabah, Malaysia.

Tel: +60154-3763341, Fax: +60154-3404762

Website: [www.skyhotelskk.com](http://www.skyhotelskk.com) E-mail: [info@skyhotelskk.com](mailto:info@skyhotelskk.com)



Sky Hotel (Kota Kinabalu) Sdn Bhd

Warmest regards,  
SKY HOTEL KOTA KINABALU

Mike Justin  
Front Office Manager  
Tel : +6 017-892 8100  
Email : [fom@skyhotelkk.com](mailto:fom@skyhotelkk.com)

Accepted For And On Behalf Of :  
HONG KONG CONVERGENT INTERNATIONAL  
TRAVEL DEVELOPMENT CO. LTD

Name :   
Designation :

Signature :  
Company Stamp :



Reviewed & Approved by

Mohammad Bin Badrul  
General Manager  
Tel : +6 017 862 0100  
Fax : +6 0154 876 1941  
Email : [gm@skyhotelkk.com](mailto:gm@skyhotelkk.com)

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