

正式租約

Formal Tenancy Agreement

本合約訂於 合約與

This agreement is made on 10th May, 2023 between

出租人

Lessor : Chan Pui Wai

持有香港身份証/ 護照/ 商業登記號碼

Holder of HKID.: K100086(1)

聯絡人電話號碼

Contact Person Telephone No.: 96847111

承租人

Tenant : Ellah Makuba

持有香港身份証/ 護照/ 商業登記號碼

HKID No. F168052(4)

聯絡人電話號碼

Contact Person Telephone No.: +852 95053084

合約相方茲同意條款如下

Now it is hereby AGREED as follows:

1. 根據下述條款, 出租人同意出租而承租人同意租入下述物業。

The Lessor agrees to let and the Tenant agrees to take the premises hereinafter mentioned on the following terms and conditions.

2. 物業地址

Address of Premises: Room D, Unit 329, 3/F., Metropolis Building, King's Road, North Point.

3. 租期 由 至

Term of Tenancy: Starting from 17th May, 2023 to 16th Nov 2023

4. 每月租金 港幣

Monthly Rental: HK\$3600

(*包括 地租, 差餉, 管理費, 每週清潔及 Wi-fi 服務), 以 上期 形式每月支付。

(*Inclusive of Government RENT, Rates, Management Fee, Weekly cleansing and Wifi service), Payable monthly in advance

出租人簽署

Lessor's Signature: _____

承租人簽署

Tenant's Signature: _____

5. 付款方式

Terms of payment

- a. 按金 港幣
Deposit is HK\$3600

於簽署租約時或以前支付。上述按金出租人將於租約終止時無息退還予承租人。

To be paid on or before signing of the tenancy agreement. The deposit shall be refunded to the tenant by the lessor without interest on expiration of the tenancy.

- b. 租客即付臨時訂金 港幣
Preliminary Deposit paid by tenant is HK\$3600

- c. 簽訂正式租約時須付餘額 港幣
Balance to be paid before move in date May 17th 2023 HK\$3600

6. 物業以現狀交收，租客在沒有業主書面同意前，不得對該物業作任何改動及 / 或加建。
Rental of the property is of as-is-basis. The tenant is not allowed to make any changes and/or additions to the property without the written consent of the landlord.

7. 提供免費 Wifi 但出租人不能保證其速度及穩定性。
Provided free Wifi but the Lessor cannot guarantee the speed and the stability.

8. 租客須自行購買保險，出租人未能負責任何損失。
Tenants need to purchase insurance for themselves and their possessions if they find necessary, the Lessor is not reasonable for any losses in case of mishap.

出租人簽署

Lessor's Signature: _____

承租人簽署

Tenant's Signature: _____

10. 該物業除作為住宅用途外，不得作其他用途。

The said premises shall not be used for any purpose other than for **residential** purpose.

11. 承租人在租期內不得將該物業或任何部份轉讓或分租或將其使用權轉交予他人。

The Tenant shall not assign or sublet or part with possession of the said premises or any part thereof during the term of tenancy.

12. 如承租人未能履行本合約之條款租入該物業，出租人除將承租人已付之訂金沒收外，並有權將該物業出租予他人，唯出租人不可再為此向承租人追究任何賠償或特定履行。

Should the Tenant fail to take up the tenancy of the said premises in the manner herein contained, the deposit shall be forfeited to the Lessor and the Lessor shall then be entitled at his absolute discretion to let the said premises to anyone he thinks fit and the Lessor shall not take further action to claim the Tenant for damages or to enforce specific performance.

13. 承租人須在租期內每個月第17天上期繳付指定的租金予出租人。倘承租人於應繳租金之日的七 天內仍未清付該租金，則出租人有權採取適當行動追討承租人所欠的租金，而由此而引起的一切 費用及開支將構成承租人所欠出租人的債項，出租人將 有權向承租人一併追討所欠款項全數。

The Tenant shall pay to the Lessor the Rent in advance on the 17th day of each and every calendar month during the Term. If the Tenant shall fail to pay the Rent within 7 days from the due date, the Lessor shall have the right to institute appropriate action to recover the Rent and all costs, expenses and other outgoings so incurred by the Lessor in relation to such action shall be a debt owed by the Tenant to the Lessor and shall be recoverable in full by the Lessor.

14. 承租人須遵守香港一干法律條例和規則及該物業所屬的大廈有關的公契內的條款。 承租人亦不可 違反屬該物業地段內的 官批地契上的任何制約性條款。

The Tenant shall comply with all ordinances, regulations and rules of Hong Kong and shall observe and perform the covenants, terms and conditions of the Deed of Mutual Covenant and Sub-Deed of Mutual Covenant (if any) relating to the Premises. The Tenant shall not contravene any negative or restrictive covenants contained in the Government Lease(s) under which the Premises are held from the Government.

15. 租金包括水費、電費及煤氣費。

The rental amount does include costs of water, electricity.

16. 承租人須在租約期內保持物業內部的維修狀態良好 (自然損耗及因固有的缺陷所產生的損壞除外) 並須於租約期滿或終 止時將物業在同樣維修狀態下交吉回出租人。

The Tenant shall during the Term keep the interior of the Premises in good and tenantable repair and condition (fair wear and tear and damage caused by inherent defects excepted) and shall deliver up vacant possession of the Premises in the same repair and condition on the expiration or sooner determination of this Agreement.

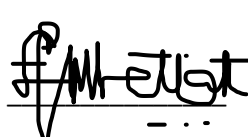
出租人簽署

Lessor's Signature: _____



承租人簽署

Tenant's Signature: _____



17. 承租人須交予出租人按金(金額如第 4 點所列)作為保證物業承租人遵守及履行此租約上承租人所需遵守的條款的按金。若承租人在租期內並無干犯此合約內任何條款，則出租人須於收回交吉的物業或一切承租人欠款後(以較遲者為準)三十天內無息退還該保證金予承租人。但若承租人拖欠 根據此合約需要支付的租金及 / 或其他款項超過七天 (無論有否以法律行動追討) 或若承租人違反 此合約內任何條款，出租人可合法收回該物業而此租約將立被終止；出租人可從保證金內扣除因 承租人違約而令出租人所受的損失，而此項權利將不會影響出租人因承租人違約而可採取的其他 合法行動的權利。

The Tenant shall pay to the Lessor the Deposit set out in Point 4. for the due observance and performance of the terms and conditions herein contained and on his part to be observed and performed. Provided that there is no antecedent breach of any of the terms and conditions herein contained, the Lessor shall refund the Security Deposit to the Tenant without interest within 30 days from the date of delivery of vacant possession of the Premises to the Lessor or settlement of any outstanding payment owed by the Tenant to the Lessor, whichever is later. If the Rent and/or any charges payable by the Tenant hereunder or any part thereof shall be unpaid for seven (7) days after the same shall become payable (whether legally demanded or not) or if the Tenant shall commit a breach of any of the terms and conditions herein contained, it shall be lawful for the Lessor at any time thereafter to re-enter the Premises whereupon this Agreement shall absolutely determine and the Lessor may deduct any loss or damage suffered by the Lessor as a result of the Tenant's breach from the Security Deposit without prejudice to any other right of action or any remedy of the Lessor in respect of such breach of the Tenant.

18. 若承租人按時清繳租金和雜費及沒有干犯此合約內任何條款，則出租人不得在租約期內干擾承租人享用該物業。承租人不得有喧嘩或擾亂鄰居安寧之舉動，倘經別戶投訴，承租人仍宣擾如前，出租人有權限期承租人遷出。

Provided the Tenant shall have paid the Rent and other outgoings on the days and in the manner herein provided and observed and perform the terms and conditions herein contained and on the Tenant's part to be observed and performed, the Tenant shall peacefully hold and enjoy the Premises during the Term without any interruption by the Lessor.

19. 承租人須要保持共用地方環境清潔及整齊。

Tenant shall keep the common area clean and tidy.

20. 租客理解這個是共居單位，需確以下尊守屋內住戶守則

The tenant understands that this is a co-living unit and must abide below by the household rules in the house.

a. 公共地方 為保持環境衛生及走火通道暢通無阻，切勿在公眾地方、走廊及樓梯放置如垃圾桶、花盆、單車、鞋架及雨傘架等雜物。

Common Area To maintain environmental hygiene and unobstructed fire escapes, do not place debris such as trash cans, flower pots, bicycles, shoe racks and umbrella racks in public places, corridors and stairs.

b. 垃圾清理 各住戶須用垃圾膠袋包好廢物，然後放在樓梯指定位置，以便清潔工人清理。

Garbage cleaning Tenant must pack waste in plastic garbage bags and place them on the stairs at designated locations for cleaning workers to clean up.

出租人簽署

Lessor's Signature: _____

承租人簽署

Tenant's Signature: _____

- c. 共用物品/設施 廚房用具如碗筷借用物品，使用後請自行清洗並放回原位。
浴室、洗手間、雪櫃等共用設施請保持整潔。
Shared item/facility Kitchen utensils such as bowls and chopsticks are borrowed items, please clean them after use and put back in place.
Please keep the bathroom, toilet, refrigerator and other shared facilities clean and tidy.
- d. 飼養寵物 各住戶不可保留或飼養貓、狗、禽畜，雀鳥或其牠動物，作為寵物。所有貓、狗寵物均不得進入屋內，以免弄污屋內之任何地方
Pets Tenants are not allowed to keep or keep cats, dogs, poultry, birds or other animals as pets. All cats, dogs and pets are not allowed to enter the house, so as not to contaminate any place in the house.
- e. 噪音 為保持環境寧靜，業主/住戶勿在晚上十一時至早上九時發出噪音，以免騷擾鄰居。根據噪音管制條例，任何時間內均不可發出過量噪音。
Noise To maintain a peaceful environment, tenants should not make noise from 11pm to 9am to avoid disturbing neighbours. According to the Noise Control Ordinance, excessive is not allowed at any time.
- f. 使用電力注意事項 各房間已安裝充足的電燈及插蘇位。為安全起見，切勿令電力負荷過重。
Precautions for using electricity Sufficient electric lights and plug sockets have been installed in each roo. For safety reasons, do not overload the electrical load.
- g. 貴重物品 進出房間請隨手關門，貴重物品請自行保管，切記錢財不露白。
Valuable objects Please lock the door when you leave the room. Please keep your valuables by yourself. Remember to keep your money away.
21. 其他費用
Other Charges IN case tenant lost the key, we will charge \$30 for copy one key.

出租人簽署

Lessor's Signature



承租人簽署

Tenant's Signature:





22. 出租人及承租人各持有此一式兩份的合約。

This Agreement in duplicate shall be held by the Lessor and the Tenant.

23. 此合約內的英文本與中文本存有差異時，將以英文本為準。

If there is any conflict between the English version and the Chinese version in this Agreement, the English version shall prevail.

<p>出租人收到承租人所交的按金 Received the Security Deposit of</p> <p>港幣 HKD \$3600</p>	<p>承租人收到出租人所交的鎖匙共 [] 條 Received [] key(s) of the Premises by the Tenant</p>
<p>出租人簽署接受 Landlord signature</p>  <hr/> <p>香港身份證/護照/商業登記號碼 HKID: K100086(1)</p> <p>日期 Date: 10th May 2023</p>	<p>承租人簽署接受 Tenant's signature</p>  <hr/> <p>香港身份證/護照/商業登記號碼 HKID : F168052(4)</p> <p>日期 Date: 10th May 2023</p>

完結
-- End --

出租人簽署

Lessor's Signature:



承租人簽署

Tenant's Signature:



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