

# Lease Agreement

## 房屋租赁合同

Agreement No. 合同编号: \_\_\_\_\_

Landlord (hereafter referred to as "Party A"): 高峰 / 周蒙蒙 ID No.: 330105197712261037,  
330381198806093347

出租方 (以下简称甲方): Gao Feng, Zhou MengMeng 证件号码: 330105197712261037,  
330381198806093347

Contact number: 13906510488 Contact Address: Cang JiXinCu 62-4-501, Gong Shu District, Hangzhou  
联系电话: 13906510488 联系地址: 杭州市拱墅区仓基新村62-4-501室

Tenant (hereinafter referred to as "Party B"): BASIS International School Hangzhou

承租方 (以下简称乙方): 浙江杭州钱江贝赛思外籍人员子女学校

Organization Code: 52330000MJ873231XX

组织机构代码: 52330000MJ873231XX

Contact number: 0571-86086182 Contact Address: No. 9 Yulin Road, Shangcheng District, Hangzhou

联系电话: 0571-86086182 联系地址: 浙江省杭州市上城区御临路 9 号

Actual occupant (hereinafter referred to as "Party C"): SHANE TIMOTHY WALL ID No.: PA7674618

实际居住人 (以下简称丙方): SHANE TIMOTHY WALL 证件号码: PA7674618

Contact number: 13777464354

联系电话: 13777464354

According to the Civil Code of the People's Republic of China and other relevant laws and regulations, Party A, Party B, and Party C, have voluntarily, equally and in good faith enter into this Lease Agreement (hereinafter referred to as "this Agreement") through consultation.

根据《中华人民共和国民法典》及其他有关法律、法规规定, 甲乙丙三方在自愿、平等、诚信的基础上, 经过协商一致订立本合同。

### Article 1. Address and Condition of the Premises

#### 第一条 房屋地址及状况

1. Party A will lease the premises located in Room 501, Building 6, Shi Mao Feng Song Fu, Shang Chen district, Hangzhou, China with an area of 139.03 Sqm, ("the Premises") to Party B for the actually residential use of Party C.

甲方将座落于杭州市上城区世贸风颂府6幢501室, 面积为139.03 平方米的房屋 (简称“该房屋”), 出租给乙方, 供丙方实际居住使用。

2. The Premises is for residential use only, and Party B and Party C shall not change the use of the

Premises on their own and shall not engage in activities prohibited by laws and regulations in the Premises.

该房屋仅供居住用途使用，乙、丙方不得自行变更该房屋之用途，且不得在该房屋内从事法律法规禁止的活动

## Article 2. Lease Term, Deposit and Other Fees

### 第二条 租赁期限、租金押金及其他费用

1. Term. The lease shall commence on March 23<sup>rd</sup>, 2025 and shall terminate on March 23<sup>rd</sup>, 2026.

该房屋租赁期限自 2025 年 3 月 23 日起至 2026 年 3 月 22 日止。

2. The monthly rent of the Premises shall be CNY 8,510 (☒including tax ☐excluding tax), which shall be paid from Party B to Party A.

该房屋每月租金人民币 8,510 元 (☒含税 ☐不含税)，大写：捌仟伍佰壹拾元整，由乙方向甲方支付。

3. The rent of the Premises shall be paid ☒quarterly ☐semi-annually, and Party B shall pay the rent to Party A ☒before the 10<sup>th</sup> of each quarter ☐before \_\_\_\_\_ of each half year.

**Before Party B pays the rent, Party C shall apply to Party A for providing ordinary VAT fapiao issued to Party B. Party C shall be responsible for submitting the qualified fapiao to Party B and apply for the payment of rent; Party B shall not be liable for any breach of contract and adverse consequences of late payment due to Party A's late provision of fapiao; The relevant responsibility of late payment caused by Party C shall be borne by Party C.**

During the lease term, the rent for a non-complete calendar month is calculated as follows: the number of days Party C leases in that month multiplies the daily rent, where the daily rent is calculated as the monthly rent divided by the actual number of days in that month.

During the lease term, Party A shall not unilaterally increase the rent.

租金 ☒按季度 ☐按半年度 支付，乙方应当于 ☒每季度 10日 前 ☐每半年 \_\_\_\_\_ 前，向甲方支付租金。

乙方支付租金前，丙方应向甲方申请提供开具给乙方的增值税普通发票，丙方应负责将符合要求的发票提交至乙方并申请支付租金；因甲方逾期提供发票导致乙方逾期支付租金的，乙方不承担违约责任及不利后果；因丙方原因导致乙方逾期支付租金的，相关责任由丙方承担。

租赁期限内，非完整自然月租金计算方式为：丙方在该月租赁天数\*日租金，其中日租金=月租金÷当月实际天数。

租赁期限内，甲方不得单方面提高租金。

4. The deposit of the Premises shall be CNY 8,510, which shall be paid by Party B within 1 days after signing this Agreement. Party A shall issue a receipt to Party B after Party A confirms that the deposit is received.

该房屋押金为 8,510 元，签订合同后由乙方在 1 日内付清，甲方确认押金入账后应向乙方开具收据。

5. The management fee, water, electricity, gas, subscription fee and other related payment shall be paid by Party C during the lease term, and shall be paid as agreed in this Agreement.

租赁期内物业费、水、电、煤气、收视费等相关费用由丙方支付，并按规定如期缴纳。

### 6. Rent collection account information:

房租收款账户信息：

Receiver 收款人：刘紫霜

Bank Name 银行名：中国建设银行吴山支行

Account Number 账号：4367 4215 4026 0143 222

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### **Article 3. Responsibilities and Obligations of Party A**

#### **第三条 甲方责任和义务**

1. Party A shall deliver the Premises and the related facilities on time and ensure the normal use of the facilities. If Party A fails to deliver the Premises and the related facilities as agreed in this Agreement, Party A shall pay Party B twice the daily rent as liquidated damages for each day of delay. Party A shall explain the condition of the Premises to Party C upon delivery, including precautions for the use of air conditioning, lighting, electricity, fire safety and other matters. After Party A and Party C have inspected the Premises, Party A and Party C shall sign the Inspection Checklist or similar documents to confirm that the delivery and acceptance obligations of both parties have been completed.

甲方须按时交付房屋及附属设施，确保设施正常使用。如未按合同约定交付的，每逾期一日甲方需向乙方支付日租金的两倍作为违约金。甲方交付时应向丙方说明租赁房屋的情况，包括空调、照明、用电、消防等使用注意事项，甲丙双方对租赁房屋进行查验后，应签署交割清单或类似文件，确认双方的交付/接收义务已完成。

2. During the lease term, Party A shall ensure the safe use of the Premises and bear the responsibility of maintenance and repair. If the facilities are damaged due to quality or natural causes, Party A shall be responsible for repairing and bear the related expenses. If the Premises or facilities are damaged due to unauthorized change of use or improper use by Party C, Party C shall bear the responsibility of repair.

租赁期内，甲方应保证该房屋的使用安全并承担维护修缮责任，若设施因质量原因、自然损害而受到损坏时，由甲方负责修缮并承担相关费用。因丙方擅自改变房屋用途或使用不当造成房屋或设施损坏的，由丙方承担修缮责任。

3. Party A shall ensure that it has the right to lease the Premises. In the event of any transfer of ownership or other changes that may affect the rights and interests of Party C during the lease term, Party A shall ensure that it can continue to comply with all the terms of this Agreement. And if the rights and interests of Party B or Party C are damaged as a result, Party A shall bear the responsibility for breach of Agreement.

甲方应确保对该房屋享有出租的权利，如在租赁期内，该房屋发生所有权转移或其他影响丙方权益的，甲方应保证能继续遵守本合同所有条款，若乙方或丙方权益因此而遭受损害，甲方承担违约责任。

### **Article 4. Responsibilities and Obligations of Party B and Party C**

#### **第四条 乙、丙方责任和义务**

1. If Party B is in arrears with the rent payment under this Agreement, for each day of overdue payment, Party B shall bear liquidated damages at the rate of 2‰ (two per thousand) of the outstanding amount. If Party B is in arrears with the rent payment for cumulative period of one month or more, Party A has the right to terminate this Agreement, take possession of the Premises, and deduct the expenses and liquidated damages payable by Party B directly from the deposit of the Premises. And Party B shall compensate for other losses caused by this.

乙方迟延支付合同租金的，每逾期一日，应按欠付金额的2‰承担逾期付款违约金。乙方逾期支付租金累计达一个月（含）以上的，甲方有权解除本合同，收回该房屋，并有权直接从房屋押金中扣除乙方应付费及违约金；由此造成的甲方其他损失，乙方应予以赔偿。

2. Party C shall inspect the facilities and quantity equipped according to the Inspection Checklist when accepting possession of the Premises and determine whether they are in good condition. If problems are

found during the lease term, the problems should be raised in time and repaired or reconfigured by Party A for reasons other than improper use.

丙方在入住时应按交割清单检查配备的设施与数量，并确定是否完好。租赁期内若发现问题应及时提出，非使用不当原因由甲方修复或重新配置。

3. Party C shall take care of and reasonably use the Premises and its related facilities. If the Premises or facilities are damaged due to improper use by Party C, Party C shall immediately repair or reconfigure them.

丙方应爱护并合理使用其所承租的房屋及其附属设施，由于丙方使用不当造成房屋或设施损坏的，丙方应立即修复或重新配置。

4. Party A has the right to terminate this Agreement and take possession of the Premises if Party C engages in any of the following behaviors during the lease term, and Party C shall compensate for any loss caused by this:

租赁期内丙方有以下行为之一的，甲方有权终止本合同，收回该房屋，由此造成的甲方损失，丙方应予以赔偿：

(1) Making alterations to the structure of the Premises or causing damages of the Premises without obtaining the written consent of Party A, and failure to repair it in time after been notified by Party A; or

未经甲方书面同意，丙方擅自拆改变动房屋内结构或损坏房屋的，经甲方通知但未及时修复的；

(2) Changing the lease use of the Premises, using the Premises for illegal and unauthorized activities or storing dangerous or prohibited items; or

改变房屋租赁用途，利用该房屋进行违法违章活动或存放危险、违禁物品的；

(3) Subletting the Premises without the written consent of Party A; or

未经甲方书面同意，转租他人使用的；

(4) Failure to pay fees that shall be borne by Party C as agreed in Article 2 (the management fee, water, electricity, gas, subscription fee and other related payment).

未按本协议第 2 条约定缴纳各项丙方需承担的费用（租赁期内物业费、水、电、煤气、收视费等相关费用）。

## **Article 5. Termination and Expiration of Agreement**

### **第五条 合同解除及届满的规定**

1. If the Premises is damaged or Party A, Party B and Party C suffer losses due to force majeure, this Agreement will be automatically terminated. And Party A, Party B and Party C shall be exempt from liability and will not be held responsible for each other.

如因不可抗力原因，导致房屋损坏或造成合同三方损失的，合同自动解除，三方互不追究责任。

2. During the lease term, none of the three parties shall have the right to unilaterally terminate this Agreement without authorization. In case of special circumstances, one party shall notify the other parties in writing with at least thirty (30) days notification in advance. If Party B or C terminates this Agreement in advance, the deposit paid shall not be refunded. If Party A terminates this Agreement in advance, it shall return the deposit to Party B and other deposits (if any) to Party C within 3 days after Party C surrenders the Premises, and pay Party B liquidated damages equal to the deposit of the Premises.

租赁期内，合同三方均不得擅自解除本合同，如遇特殊情况需解除合同，一方应提前 30 日书面通知其他方。乙、丙方提前解除本合同的，所支付的押金不予退还。甲方提前解除本合同的，应于丙方交还房屋后 3 日内向乙方退还房屋押金、向丙方退还其他押金（如有），并另向乙方支付与房屋押金等额的违约金。

3. If Party C intends to renew the lease upon expiration of the lease term, it shall notify Party A and Party B in writing thirty (30) days in advance, and Party A, Party B and Party C shall negotiate the renewal of the lease collectively.

租赁期满，丙方如需续租的，应提前30日通知甲方与乙方，三方另行协商续租事宜。

4. Upon expiration of the lease term, if Party B or C does not renew the lease, Party A shall return the deposit to Party B and other deposits (if any) to Party C within 3 days after Party C surrenders the Premises.

租赁期满，乙、丙方不续租的，甲方应于丙方交还房屋后 3 日内向乙方退还房屋押金、向丙方退还其他押金（如有）。

5. Upon expiration of the lease term, Party C shall surrender the Premises as scheduled; if this Agreement is dissolved or terminated not due to the expiration of the lease term, Party C shall surrender the Premises within 5 days after the dissolution or termination of the Agreement. Party C shall not retain the items or affect the normal use of the Premises. For the items that retained without Party A's written consent, Party A has the right to dispose of them. If Party C fails to surrender the Premises on time, Party C shall pay Party A one day's rent for each day of delay as liquidated damages.

租赁期满后，丙方应如期归还该房屋；如非因租赁期满本合同解除或终止，丙方应于合同解除或终止后 5 日内交还租赁房屋。丙方不得留存物品或影响房屋的正常使用。对未经同意留存的物品，甲方有权处置。若丙方逾期归还，每逾期一日丙方应向甲方支付一日租金作为违约金。

## Article 6. Miscellaneous

### 第六条 其他事项

1. Except for the event of liquidated damages explicitly agreed in this Agreement, if any one of the three parties under this Agreement fails to perform in accordance with the terms of this Agreement, it shall be deemed as a breach of this Agreement, and the three parties agree that the liquidated damages shall be CNY    .

除本合同前述明确约定的违约金支付情形外，合同三方任何一方如未按本合同的条款履行，则视为违约，三方同意违约金为人民币 8,510 元（大写：8,510 元整）。

2. Any dispute arising from the performance of this Agreement by the three parties shall be settled through consultation among three parties. If the consultation fails, the dispute shall be submitted to the People's Court of the place where the Premises is located.

合同三方因履行合同所发生的争议，由三方协商解决，协商未果，由房屋所在地人民法院管辖。

3. Party A, Party B and Party C have full capacity for civil conduct at the time of signing this Agreement, clearly understand their respective rights, obligations and responsibilities, and are willing to strictly enforce them in accordance with the provisions of this Agreement.

合同三方在签署本合同时，具有完全民事行为能力，对各自的权利、义务、责任清楚明白，并愿意按照合同规定严格执行。

4. Since signing of this Agreement, Party A shall assist Party C in submitting the rental registration information of the Premises to the public security authorities where the Premises locates.

自本合同签订完毕后，由甲方协助丙方向租赁所在地公安机关报送该房屋出租登记信息。

5. This Agreement will be executed in three counterparts, each of which when so executed shall have equal legal effect. Party A, Party B, and Party C will have one counterpart. This Agreement will be executed after signed or sealed by Party A, Party B and Party C.

本合同壹式叁份，甲、乙、丙三方各执壹份。本合同于甲、乙、丙三方签字（盖章）后生效。

6. Other matters agreed by the three parties:

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三方约定的其他事项: \_\_\_\_\_

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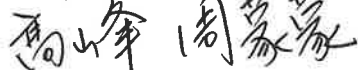
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IN WITNESS WHEREOF, this Agreement has been executed by the Parties:

本协议经以下各方签署生效:

Party A (signature or seal):

甲方(签字盖章): 

Represented by

代理人:

Date of Signing:

签订日期: 25-3-18

Party B (seal):

乙方(签字盖章):

Represented by

代理人:

Date of Signing:

签订日期:

Party C (signature): 

丙方(签字):

Date of Signing:

签订日期: 25-3-19

姓名 周蒙蒙

性别 女 民族 汉

出生 1988 年 6 月 9 日

住址 浙江省瑞安市飞云街道飞云西路20-2号

仅供房屋出租使用

公民身份号码 330381198806093347



中华人民共和国  
居民身份证

仅供房屋出租使用

签发机关 瑞安市公安局

有效期限 2019.02.22-2039.02.22

姓名 高峰

性别 男 民族 汉

出生 1977 年 12 月 26 日

住址 杭州市拱墅区仓基新村  
6 2 幢 4 单元 5 0 1 室

仅供房屋出租使用

公民身份号码 330105197712261037



中华人民共和国  
居民 身 份 证

仅供房屋出租使用

签发机关 杭州市公安局拱墅分局

有效期限 2011.11.01-2031.11.01



合同编号: 2021预1637214

省厅编号: ZJ21330102YS0202610



## 浙江省商品房买卖合同（预售）

出卖人: 杭州茂启房地产开发有限公司

买受人: 高峰, 周蒙蒙

浙江省住房和城乡建设厅

浙江省工商行政管理局

二〇一八年一月



## 浙江省商品房买卖合同 (预售)

出卖人向买受人出售其开发建设的房屋。双方当事人应当在自愿、平等、公平及诚实信用的基础上,根据《中华人民共和国合同法》《中华人民共和国物权法》《中华人民共和国城市房地产管理法》等法律、法规的规定,就商品房买卖相关内容协商一致意见,签订本商品房买卖合同。

### 第一章 合同当事人

出卖人: 杭州茂启房地产开发有限公司  
通讯地址: 浙江省杭州市江干区笕桥街道浜河东路5号楼552室  
邮政编码: 310000 电子邮箱: 无  
统一社会信用代码: 91330104MA2KDDF941  
企业资质证书号: 浙开管0104-2021-2021-0119号  
法定代表人: 谢磊 联系电话: 0571-85159070  
委托代理人: 王哲楠 联系电话: 无  
委托销售经纪机构: 无  
通讯地址: 无  
邮政编码: 无  
经纪机构统一社会信用代码: 无  
法定代表人: 无 联系电话: 无  
买受人: 高峰  
【国籍】: 中国  
证件类型: 【身份证】 , 证号: 330105197712261037  
出生日期: 1977 年 12 月 26 日, 性别: 男  
通讯地址: 浙江省杭州市拱墅区庆春路30号中国农业银行股份有限公司杭州分行  
邮政编码: 无 联系电话: 13906510488  
【委托代理人】: 无  
【国籍】: 无  
证件类型: 【无】 , 证号: 无



出生日期: 无 年 无 月 无 日, 性别: 无  
 通讯地址: 无 联系电话: 无  
 邮政编码: 无  
 买受人: 西蒙蒙  
 【国籍】: 中国 【身份证号】: 330381198806093347  
 证件类型: 【身份证】 出生日期: 1988 年 6 月 9 日, 性别: 女  
 出生日期: 1988 年 6 月 9 日, 性别: 女  
 通讯地址: 浙江省杭州市拱墅区庆春路30号中国农业银行股份有限公司杭州分行  
 联系电话: 15888866661  
 邮政编码: 无  
 【委托代理人】: 无  
 【国籍】: 无 【身份证号】: 无  
 证件类型: 【无】 出生日期: 无 年 无 月 无 日, 性别: 无  
 出生日期: 无 年 无 月 无 日, 性别: 无  
 通讯地址: 无 联系电话: 无  
 邮政编码: 无

## 第二章 商品房基本状况

### 第一条 商品房性质

该商品房为【☒全装修住宅】【☐其他类型商品房】。

### 第二条 项目建设依据

1. 出卖人以【☒出让】【☐划拨】【☐无】方式取得坐落于 杭州市上城区区 东至规划绿化、南至规划黎明路、西至规划明石路、北至规划笕石路 地块的建设用地使用权。该地块【☒国有土地使用证号】【☐无】为 浙(2021)杭州市不动产权第0169844号，土地使用权面积为 50977 平方米。买受人购买的商品房(以下简称该商品房)所占用的土地用途为 住宅用地，土地使用权终止日期为 2091年7月4日。

2. 出卖人经批准，在上述地块上建设的商品房项目核准名称为 风颂府，建设工程规划许可证号为 建字第330100202100097号，施工许可证号为 330104202104200101。

3. 全装修住宅对装修部分单独领取施工许可证的，装修部分的施工许可证号为 330104202104200101。

### 第三条 预售依据

该商品房已由 杭州市住房保障和房产管理局 批准预售，预售许可证号为 杭售许字(2021)第000121号。

### 第四条 商品房基本情况

1. 该商品房的规划用途为【☒住宅】【☐办公】【☐商业】【☐无】。
2. 该商品房所在建筑物的主体结构为 框架剪力墙，建筑总层数为 17（其中，8#总层数18）层，其中地上 16 层，地下 1（其中8#地下层数2）层。
3. 该商品房为第二条规定项目中的 杭州市上城区凤鸣府6幢501室，房原竣工后，如房号发生改变，不影响该商品房的特定位置。该商品房的平面图见附件一。
4. 该商品房的房产测绘机构为 杭州市房地产测绘公司，资质证书号：乙测资字3310371，其预测建筑面积共 139.03 平方米，其中套内建筑面积 108.85 平方米，分摊共有建筑面积 30.18 平方米。该商品房共用部位见附件二。  
该商品房屋高为 约3（一层约为3.15）米，有 详见附件一 个阳台，其中 0 个阳台为封闭式，详见附件一 个阳台为非封闭式。阳台是否封闭以城乡规划主管部门审定的建设工程设计方案为准。
5. 该商品房的施工图设计文件审查机构为 浙江精创建设工程施工图审查中心，施工图设计文件审查合格证书编号：ZD2021F10602-P，绿色建筑等级为【☒一星】【☐二星】【☐三星】【☐无】。
6. 有出售（或赠送、出租）车位、车库或者停车设施的，有关该物业买卖、赠予、租赁合同事项，双方另行约定于附件十一。
7. 有出售（或赠送、出租）储藏室、绿地或其他物业的，有关该物业买卖、赠予、租赁合同事项，双方另行约定于附件十二。

### 第五条 抵押情况

与该商品房有关的抵押情况为【☒抵押】【☐未抵押】

抵押类型：土地抵押，抵押人：杭州茂启房地产开发有限公司，  
抵押权人：中诚信托有限责任公司，抵押登记机构：杭州市规划和自然资源局，  
抵押登记日期：2021年8月23日，债务履行期限：2021年8月23日-2023年8月23日。





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