

or maintenance therein if the Tenant shall fail to carry out such works, repairs or maintenance which are the Tenant's responsibility under this Agreement.

6. In the event of the drains and/or the sanitary fitments of the Premises Common Areas and Facilities becoming choked up as a result of any act or omission or negligence on the part of the Tenant or the Tenant's Occupiers (as defined in clause 8 hereunder) or in case of the Bedroom being an ensuite, the drains and/or the sanitary fitments used exclusively by the Tenant are becoming choked up, the Tenant shall at his own cost cleanse and clear the same from obstruction.
7. The Tenant shall not make any alteration and/or additions (structural or otherwise) to the Bedroom and not to install or remove from the Bedroom the Bedroom's Furniture and Fittings without the prior written consent of the Landlord.
8. The Tenant shall not permit or suffer any person to occupy or use the Bedroom or any part thereof for any period of time other than the Tenant's family members that are set out in the First Schedule hereto ("**Occupiers**") and any spouse married to the Tenant or any Occupiers or any new born baby of the Tenant or any Occupiers after the signing of this Agreement (collectively "**Tenant's Occupiers**")
9. The Tenant shall not use the Bedroom except as a private residence of the Tenant and the Tenant's Occupiers only AND in particular and without prejudice to the generality of the foregoing, the Bedroom shall not be used as a place for carrying on any trade or business.
10. The Tenant shall not dry or hang or permit or suffer to be dried or hung any clothes or other articles in such a manner as will cause obstruction or a nuisance or as will in the opinion of the Landlord cause the Bedroom or the Premises Common Areas to be unsightly and if so directed by the Landlord to remove such clothes or articles.
11. The Tenant shall not do or cause or permit to be done anything in or upon the Bedroom, the Premises Common Areas, the Building, the Development or any part thereof which may at any time be or become a nuisance annoyance damage or disturbance to the Landlord or other occupiers of the Premises or occupiers of the neighbouring premises.
12. The Tenant shall not keep or to permit or suffer to be kept in the Bedroom or any part of the Premises any arms, ammunition, gunpowder, fireworks or any materials of a dangerous combustible or explosive nature or the keeping of which may contravene any ordinance, regulation, or order or constitute a nuisance or danger to the occupiers of the Premises or other parts of the Building or of neighbouring property.
13. The Tenant shall not use the Bedroom, the Premises Common Areas or any part thereof for any illegal or immoral purpose.
14. The Tenant shall not use the Bedroom, the Premises Common Areas or any part thereof for the storage of goods or merchandise.
15. The Tenant shall not affix or exhibit or permit or suffer to be affixed or exhibited to or upon any part of the exterior of the Bedroom and the Premises Common Areas or such part of the interior of the Bedroom and the Premises Common Areas which may become visible from their outside or to any part of the Building and Development any placards,

posters, notices, banners, advertisements, signs or trade, business or professional notices or publications or any other objects or articles of any of the above kinds.

16. The Tenant shall not use or permit or suffer to be used any fuel for cooking in the Premises other than those as permitted by the Landlord.
17. Unless it is permitted by the Landlord, the Tenant shall not cook or install any cooker or stoves in any part(s) of the Premises other than the kitchen.
18. The Tenant shall not do or permit or suffer to be done any act deed matter or thing whatsoever whereby the insurance on the Premises (of which the Bedroom forms part) and/or the Building (or any part thereof) against loss or damage by fire and/or other insurable perils and/or claims by third parties for the time being in force may be rendered void or voidable or whereby the premium thereon may be increased and shall pay the Landlord the increased premium if such increase is as a result of any act, deed, matter or thing done permitted or suffered by the Tenant.
19. If the Rent and/or any charges payable by the Tenant hereunder or any part thereof shall be unpaid for fourteen (14) 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 and the Tenant has failed to rectify such breach within fourteen (14) days upon receipt of the Landlord requiring the Tenant to rectify such breach, it shall be lawful for the Landlord at any time thereafter to re-enter the Bedroom whereupon this Agreement shall absolutely be determined and the Landlord may deduct any loss or damage suffered by the Landlord from the Deposit as a result of the Tenant's breach without prejudice to any other right of action or any remedy of the Landlord in respect of such breach of the Tenant. A written notice served by the Landlord on the Tenant pursuant to clause 23 hereunder to the effect that the Landlord thereby exercises the power of re-entry shall be in full and sufficient exercise of such power.
20. Provided the Tenant shall have paid the Rent and other outgoings on the days and in the manner herein provided and observe 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 Bedroom during the Term without any interruption by the Landlord.
21. At the expiration or sooner determination of this Agreement to deliver up to the Landlord the Premises including the Bedroom's Furniture and Fixtures in its original condition at the commencement of the Term and in clean tenantable repair and condition as aforesaid (fair wear and tear, and inherent defects excepted) together with all keys appertaining to the Bedroom, the Premises and the letterbox (if any).
22. If the Premises or any part thereof shall be destroyed or damaged by storm, typhoon, fire, earthquake, subsidence of the ground landslide or any other calamity beyond the control of the Landlord and not attributable to the negligence or default of the Tenant so as to be unfit for occupation and use or if the Premises or any part thereof shall be required to be closed or demolished by an order of the Building Authority (or any other competent government authorities) ("**Building Order**") or closed by a closure order made by the court ("**Closure Order**"), the Rent or a fair proportion thereof according to the nature and extent of the damage sustained shall, upon the occurrence of such event, cease to be payable until the Premises shall again be rendered fit for occupation and use; or the

Building Order shall cease to be operative; or a notice of expiry of the Closure Order shall be served Provided that the Tenant shall not have and shall not be entitled to any claim for compensation or damages whatsoever and howsoever from the Landlord. If the Premises shall not have been rendered fit for occupation and use within three (3) calendar months after the Premises or any part thereof shall have become unfit for occupation and use or if the Building Order or the Closure Order shall remain in force at the expiration of three (3) calendar months after the same is made, then and in any such case the Landlord or the Tenant may at any time after the expiration of the said three (3) calendar months by notice in writing to the other of them forthwith terminate this Agreement and thereupon the Term shall cease accordingly. Upon such event neither party shall have any claims against the other in respect thereof save and except that the right of either party against the other in respect of any antecedent breach of any of the terms and conditions herein contained shall not be prejudiced or affected thereby.

23. Any notice required to be served hereunder shall be sufficiently served on the Tenant if left addressed to him at the Bedroom or if sent to him by post to his last known address in Hong Kong. Any notice required to be served hereunder shall be sufficient served on the Landlord if left addressed to him or sent to him by post to the Premises. A notice sent by post shall be deemed to have been received by the Tenant at the time when in due course of post it would be delivered at the address to which it is sent.
24. If the Landlord is in breach of the terms and conditions of this Agreement and the Landlord has failed to rectify such breach within fourteen (14) days upon the receipt of the written notice from the Tenant, then the Tenant shall be entitled to terminate this Agreement by serving a two (2) months' notice on the Landlord. Upon the expiration of the said termination notice, this Agreement shall cease and be determined but without prejudice to the rights and remedies of the Tenant against the Landlord in respect of the breach of this Agreement.
25. The stamp duty payable on this Agreement and its counterpart shall be paid by the Landlord and the Tenant in equal shares.
26. This Agreement is also subject to the Mandatory Terms in the Third Schedule and the Special Conditions in the Fourth Schedule. All the schedules to this Agreement form part of this Agreement. Should there be any conflicts or inconsistencies between the terms and conditions in the Third and Fourth Schedules and that of other parts of this Agreement, the terms and conditions in the Third and Fourth Schedules shall prevail over the terms and conditions in the other parts of this Agreement and the terms and conditions in the Third Schedule shall prevail over the terms and conditions in the Fourth Schedule.
27. Each and every part of the clause sub-clause term condition stipulation or provision in this Agreement (save and except otherwise specified) shall be construed as an independent and severable part of this Agreement. In the event that any part of the clause sub-clause term condition stipulation or provision is found to be illegal invalid or unenforceable, such part thereof shall be severed from this Agreement and shall not affect the validity and enforceability of the other part of the clause sub-clause term condition stipulation or provision and any other parts of this Agreement whatsoever.
28. The Tenant hereby expressly declares that he has paid no premium, construction fee, key money or other sum of money of a similar nature to the Landlord or other person or

persons authorised by him for the possession of the Bedroom or for the granting of this Agreement.

29. If the Landlord and the Tenant shall:

29.1 execute both the English and the Chinese versions of this Agreement, in case of any discrepancy, the English version shall prevail.

29.2 only execute the English or Chinese version of this Agreement, the unexecuted version shall serve as a translation for reference only. In case of discrepancy, the executed version shall prevail.

30. It is hereby declared that (if the context permits or requires) the singular number shall include the plural and the masculine gender shall include the feminine and the neuter and vice versa.

THIS FIRST SCHEDULE ABOVE REFERRED TO

The Landlord: [(name in English) (name in Chinese)], holder of Hong Kong Identity Card No.[*].

The Landlord's Address: [*].

The Tenant: [(name in English) (name in Chinese)], holder of Hong Kong Identity Card No.[*].

The Tenant's Address: [*].

The Bedroom: The bedroom in the Premises as shown for identification purpose only on the plan hereto and thereon marked "X".

The Premises: [Flat/Unit [*]] on the [*] Floor of the Building.

The Building: [name of Building].

The Development: [name of the Development], [address].

The Term: Subject to clauses 19, 22 and 24 and clauses 4, 5 and 6 of the Third Schedule hereto, for a fixed term of two (2) years commencing from [date] and expiring on [date] (both days inclusive).

The Tenancy Expiry Date: [*].

The Rent: HK\$[*] per month.

Day for Payment of Rent in Advance: [1st/*] day of each month.

The Occupiers: [(name in English) (name in Chinese)];
[(name in English) (name in Chinese)];
[(name in English) (name in Chinese)].

The Deposit: HK\$[*] equivalent to two (2) months' Rent.

THE SECOND SCHEDULE ABOVE REFERRED TO

1. Miscellaneous Payments

It is agreed between the Landlord and the Tenant that during the Term:

1.1 Management Fee, Government Rates and Government Rent, all payable in respect of the Bedroom shall be paid by Landlord;

1.2 * The Tenant shall pay to the Landlord a lump sum of HK\$[*] each month for all the utility charges including the following:

- * water charges,
- * electricity charges,
- * gas charges,
- * cooking fuel charges,
- * telephone, and
- * home broadband charges.

The said sum of HK\$[*] shall be paid by the Tenant to the Landlord in advance on the [1st/*] day of each month.

1.3 * The Rent shall be inclusive of the following utilities charges:

- * water charges,
- * electricity charges,
- * gas charges,
- * cooking fuel charges,
- * telephone, and
- * home broadband charges.

1.4 * The Tenant shall be responsible for [* (*)] percent of the following utilities charges:

- * water charges,
- * electricity charges,
- * gas charges,
- * cooking fuel charges,
- * telephone, and
- * home broadband charges.

The Tenant shall pay to the Landlord such percentage of the utilities charges within [* (*)] days upon production of the utilities bills from the Landlord.

1.5 Other charges, please specify _____ to be paid by the Landlord; _____ to be paid by the Tenant.

2. Bedroom's Furniture and Fittings

The following furniture and fittings are provided by the Landlord in the Bedroom:

* if applicable, tick " √ " the appropriate box

3. Landlord's Reserved Areas

The Tenant hereby acknowledges and understands that other than the Bedroom and the Premises Common Areas, the remaining parts of the Premises ("**Landlord's Reserved Areas**") are to be used exclusively by the Landlord and the Landlord's Occupiers. The Tenant shall not enter, use or occupy the Landlord's Reserved Areas without the express consent of the Landlord.

4. Premises Common Areas and Premises Common Facilities

4.1 Premises Common Areas

It is agreed between the Landlord and the Tenant that the use of the following common areas of the Premises are to be shared between the Landlord, the Tenant, the Landlord's Occupiers and the Tenant's Occupiers:

4.1.1 Kitchen;

4.1.2 Bathroom ("**Premises Bathroom**"); and

4.1.3 * Living/Dining Room.

For the avoidance of doubt, in case the Bedroom is an ensuite with bathroom ("**Ensuite Bathroom**"), the Ensuite Bathroom and the facilities therein shall be used exclusively by the Tenant and the Tenant's Occupiers and the Premises Bathroom shall be used exclusively by the Landlord and the Landlord's Occupiers. In other words, the Ensuite Bathroom and the Premises Bathroom and the facilities therein shall not form part of the Premises Common Areas and the Premises Common Facilities.

4.2 Premises Common Facilities

It is agreed between the Landlord and the Tenant that the use of the following common facilities in the Premises are to be shared between the Landlord, the Tenant, the Landlord's Occupiers and the Tenant's Occupiers:

* Water heater, stove, exhaust fan, gas hood and fixtures and fittings installed in the kitchen;

* Water heater, washing machine, fixtures and fittings installed in the bathroom;

* Furniture, electrical appliances, fixtures and fittings installed in the living/dining room.

4.3 The Tenant and the Landlord shall, and the Tenant and the Landlord shall respectively procure the Tenant's Occupiers and the Landlord's Occupiers to, share the use of the Premises Common Areas and the Premises Common Facilities amicably and peacefully with each other. In sharing such use, the parties hereto shall not, and shall respectively procure the Tenant's Occupiers and the Landlord's Occupiers not to, do or omit to do anything which is or may be a nuisance or cause or may cause any annoyance or disturbance to each other nor shall interfere with or obstruct such share of use and occupation in any way whatsoever.

4.4 The Tenant and the Landlord shall, and shall respectively procure the Tenant's Occupiers and the Landlord's Occupiers to, keep the Premises Common Areas and Facilities in good clean sanitary and tenantable condition and shall clean up the areas and facilities and throw away any garbage, rubbish or waste food after use.

* if applicable, tick " " the appropriate box; items listed behind can be appended or deleted

- 4.5 The Tenant shall at its own cost repair any damage caused by the Tenant and the Tenant's Occupiers to the Premises Common Areas and the Premises Common Facilities.
- 4.6 The Tenant and the Tenant's Occupiers are permitted to pass through those parts of the Premises not let to the Tenant exclusively for the purpose to gain access to or egress from the Bedroom to the Premises Common Areas and Facilities or to the entrance of the Premises only.

THE THIRD SCHEDULE ABOVE REFERRED TO

MANDATORY TERMS

1. The Landlord hereby confirms declares and undertakes that:
 - 1.1 he has obtained and is holding a valid "Eligible-to-Let Certificate" issued by the Hong Kong Housing Society ("**HKHS**") for the lease of the Bedroom ("**Landlord's Letting Certificate**"). The Landlord shall throughout the Term maintain its validity and observe and perform all the terms and conditions therein contained;
 - 1.2 the layout and partitioning of the Premises are the same as the first assignment plan or the latest building plans and any amendments thereof in respect of the Premises approved by the Building Authority and the Landlord has not made any unauthorized alteration to the Premises;
 - 1.3 the Premises is not subject to any building orders or and there is no unauthorized building works at the date of this Agreement; and
 - 1.4 the two-year fixed Term does not exceed the expiry date stipulated in the waiver letter dated 24th September 2018 issued by the Lands Department ("**Waiver Letter**") and in the Landlord's Letting Certificate (i.e. 30 September 2025).

2. The Tenant hereby confirms declares and undertakes that he has obtained and is holding a valid "Eligible-to-Rent Certificate" issued by the HKHS for the lease of the Bedroom ("**Tenant's Renting Certificate**"). The Tenant shall throughout the Term maintain its validity and observe and perform all the terms and conditions therein contained. If the Tenant is in breach of any terms and conditions of the Tenant's Renting Certificate during the Term resulting in the Tenant's Renting Certificate being revoked, this Agreement shall forthwith be terminated and the Tenant shall deliver possession of the Bedroom to the Landlord in accordance with clause 21 of this Agreement and the Landlord is entitled to deduct any loss or damage suffered by the Landlord from the Deposit as a result of the Tenant's breach but without prejudice or any other right of action or any remedy of the Landlord in respect of such breach of the Tenant.

3. The Occupiers listed in the First Schedule hereto must be identical to the Tenant's family members listed in the Tenant's Renting Certificate.

4. 4.1 At any time during the Term, the Tenant must serve on the Landlord a two (2) months' notice to terminate this Agreement within fourteen (14) days from the date:
 - 4.1.1 the Tenant and/or the Tenant's spouse confirms acceptance of a public rental housing flat allocated by the Housing Authority or HKHS; or
 - 4.1.2 the Tenant and/or the Tenant's spouse or through any company of which the Tenant and/or the Tenant's spouse hold(s) fifty percent (50%) or over shares of that company acquire(s) the title of a residential property (including subsidised housing) in Hong Kong (including signing of a provisional agreement for sale and purchase or an agreement for sale and purchase to acquire the residential property in Hong Kong)and upon the expiration of such notice, this Agreement shall cease and be determined and the Tenant shall not be required to make any compensation to the Landlord but without prejudice to the rights and remedies of either party against the other in respect of any antecedent breach of agreements, terms and conditions herein contained.

- 4.2 Upon receipt of a notice from HKHS notifying the Landlord of the allocation of a public rental housing flat to the Tenant or Tenant's spouse or the acquisition of a residential property in Hong Kong by the Tenant or Tenant's spouse, the Landlord shall serve on the Tenant a two (2) month's written to terminate this Agreement and upon the expiration of such notice, this Agreement shall cease and be determined but without prejudice to the rights and remedies of either party against the other in respect of any antecedent breach of agreements, terms and conditions herein contained.
5. Save and except as provided in clause 4 of this Third Schedule, at any time after the expiration of the first twelve (12) months of this Agreement, either party shall be entitled to terminate this Agreement by serving a two (2) months' notice in writing to the other party ("**Tenancy Termination Notice**"). On the expiration of the Tenancy Termination Notice ("**Tenancy Termination Date**"), this Agreement shall cease and be determined by without prejudice to the rights and remedies of either party against the other in respect of any antecedent breach of agreement, terms and conditions herein contained.
6. Save and except as provided in clause 5 of this Third Schedule, if the Landlord is in breach of any terms and conditions of the Landlord's Letting Certificate during the Term and resulting in the Landlord's Letting Certificate being revoked by HKHS or the Waiver Letter (in relation to the Premises) is revoked due to any breach of its terms and/or terms and conditions stipulated by the relevant government departments, the Landlord hereby covenants with the Tenant that:
- 6.1 the Landlord shall permit the Tenant to continue to lease the Bedroom until the Tenancy Expiry Date or the Tenancy Termination Date, as the case may be; and
- 6.2 the Landlord shall be fully liable and responsible for all actions taken by or any liquidated damage, imposed by HKHS, all relevant government departments and competent authorities for leasing the Bedroom to the Tenant without a valid and subsisting Landlord's Letting Certificate,
- and the non-defaulting party shall be entitled to terminate this Agreement by serving a two (2) months' notice on the defaulting party. Upon the expiration of such notice, this Agreement shall cease and be determined but without prejudice to the rights and remedies of either party against the other in respect of any antecedent breach of agreements, terms and conditions herein contained.
7. In the event that any part of the clause sub-clause term condition stipulation or provision in this Agreement is in conflict inconsistent or contradictory to the terms and conditions in the Landlord's Letting Certificate and/or the Tenant's Renting Certificate, such part shall be severed from this Agreement and of no effect. Such severance shall not affect the enforceability of the other part of the clause sub-clause term condition stipulation or provision and any other parts of this Agreement whatsoever.
8. Save and except as provided in clause 5 of this Third Schedule, in the event the Tenant shall die during the Term, the Landlord shall permit the Tenant's Occupiers to continue to reside in the Bedroom on the same terms and conditions of this Agreement until the Tenancy Expiry Date or the Tenancy Termination Date, as the case may be.
9. Save as provided under clause 8 of this Third Schedule, the Tenant shall not assign, transfer, sub-let or part with the possession of the Bedroom or any part thereof to any other person and not to take in any lodger.

10. The Tenant shall not permit or suffer any person to occupy or use the Bedroom or any part thereof for any period of time other than the Tenant's family members that are set out in the First Schedule hereto ("Occupiers") and any spouse married to the Tenant or any Occupiers or any new born baby of the Tenant or any Occupiers after the signing of this Agreement (collectively "Tenant's Occupiers").
11. The Landlord and the Tenant hereby agree confirm and undertake that:
 - 11.1 they will not vary nor modify the Mandatory Terms under this Third Schedule by separate agreement;
 - 11.2 all the schedules to this Agreement form part of this Agreement;
 - 11.3 should there be any conflicts or inconsistencies between the terms and conditions in the Third and Fourth Schedules and that of other parts of this Agreement, the terms and conditions in the Third and Fourth Schedules shall prevail over the terms and conditions in the other parts of this Agreement; and
 - 11.4 the terms and conditions in this Third Schedule shall prevail over the terms and conditions in the Fourth Schedule.

THE FOURTH SCHEDULE ABOVE REFERRED TO

SPECIAL CONDITIONS*

* if applicable, insert any additional terms and conditions agreed by the Landlord and the Tenant

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first above written.

Signed by the Landlord in the)
presence of:)

Signed by the Tenant in the presence)
of:)

Received on the day and year first above written)
of and from the Tenant the sum of HONG)
KONG DOLLARS [* (HK\$*)] ONLY being the)
total deposit money hereinbefore mentioned to)
be paid by the Tenant to the Landlord.)

Received [* (*)] key(s) of the Bedroom, [* (*))
key(s) of the front door of the Premises and [*)
(*)] key(s) of the letterbox by the Tenant.)