# **Tenancy Agreement**

# 和 約

An Agreement made the <u>25</u> day of <u>Mar 2020</u> between the Digi Group Limited and the Tenant as more particularly described in Schedule I.

此合約由 Digi Group Limited 及租客於 2017 年 03 月 25 日訂立。

The Digi Group Limited shall let and the Tenant shall take the Premises for the Term and at the Rent as more particularly described in Schedule I and both parties agree to observe and perform the terms and conditions as follows:-

Digi Group Limited及租客雙方以詳列於附表一的租期及租金分別租出及租入詳列於附表一的物業,並同意遵守及履行下列條款:-

- 1. The Tenant shall not assign, transfer, sublet or part with the possession of the Premises or any part thereof to any other person. This tenancy shall be personal to the Tenant named herein.

  租客不得轉讓、轉租或分租該物業或其任何部分或將該物業或其任何部分的佔用權讓予任何其他人等,此租約權益將為租客個人擁有。
- 2. 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.

  租客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,租客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。
- 3. 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.

  租客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的維修狀態下交吉交回 Digi Group Limited.
- 4. The Tenant shall pay to the Digi Group Limited the Security Deposit set out in Schedule I 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 Digi Group Limited shall refund the Security Deposit to the Tenant without interest within 7 days from the date of delivery of vacant possession of the Premises to the Digi Group Limited or settlement of any outstanding payment owed by the Tenant to the Digi Group Limited, 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 Digi Group Limited at any time thereafter to re-enter the Premises whereupon this Agreement shall absolutely determine and the Digi Group Limited may deduct any loss or damage suffered by the Digi Group Limited 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 Digi Group Limited in respect of such breach of the Tenant.

租客須交予 Digi Group Limited 保證金(金額如附表一所列)作為保證租客遵守及履行此租約上租客所需遵守及履行的條款的按金,若租客在租期內並無干犯此合約內任何條款,則 Digi Group Limited 須於收回交吉的物業或一切租客欠款後(以較遲者作準)七天內無息退還該保證金予租客,但若租客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)或若租客違反此合約內任何條款,Digi Group Limited 可合法收回該物業而此租約將立被終止; Digi Group Limited可從保證金內扣除因租客違約而令 Digi Group Limited 所受的損失,而此項權利將不會影響 Digi Group Limited 因租客違約而可採取的其他合法行動的權利。

- 5. 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 Premises during the Term without any interruption by the Digi Group Limited.
  - 若租客按時清繳租金和雜費及沒有干犯此合約內任何條款,則 Digi Group Limited 不得在租約期內干擾租客享用該物業。
- 6. The Digi Group Limited shall keep and maintain the structural parts of the Premises including the main drains, pipes and cables in proper state of repair Provided that the Digi Group Limited's liability shall not be incurred unless and until written notice of any defect or want of repair has been given by the Tenant to the Digi Group Limited and the Digi Group

Limited shall have failed to take reasonable steps to repair and remedy the same after the lapse of a reasonable time from the date of service of such notice.

Digi Group Limited 須保養及適當維修該物業內各主要結構部分(包括主要的排污渠、喉管和電線)。唯 Digi Group Limited 須在收到租客的書面要求後才會有責任在合理時限內將有關損壞維修妥當。

- 7. If there is any conflict between the English version and the Chinese version in this Agreement, the English version shall prevail.
  - 此合約內的英文文本與中文文本存有差異時,將以英文文本為準。
- 8. Tenant has to move out all his/her own belongings from the date of delivery of vacant possession of the premises to the Digi Group Limited.
  - 租客遷出時, 搬走自己的物品。
- 9. Security Deposit cannot be utilised as rent payment.
  租客應清楚明白該筆保證金不能用作現金支付租金。

Received the Security Deposit of <u>RMB 14400</u> by the Digi Group Limited Digi Group Limited 收到租客所交的保證金 <u>RMB 14400</u>;

Confirmed and Accepted all the terms and conditions contained herein by the Digi Group Limited:

Digi Group Limited確認及接受這合約內所有條款的約束

Confirmed and Accepted all the terms and conditions contained herein by the Tenant:

租客確認及接受這合約內所有條款的約束:

B.R. No.: 63711402 Name:

商業登記證號碼: 63711402 H

1402 HKID: 香港身份證:

#### Schedule I

#### 附表一

The Premises 物業: xxxx Yuet Yuen Building, No. 17-17B Mongkok Road, Kowloon Hong Kong

The Tenant 租客 : xxxxxx

Tel 電話: wechat id: xxxxxxxx

**Term of Tenancy** : From 1 Aug 2017 to 31 July 2018 (both days inclusive)

租期 : 由 1 Aug 2017 to 31 July 2018 (包括首尾兩天)

Rent : HK\$ 86400

租金 : 港幣 86400

Security Deposit 按金: RMB 14400

## The Digi Group Limited Bank A/C Details:

Bank Account No. : 124-081464-838

Banker / 銀行 : HSBC HK

Account Holder Name : Digi Group Limited

# Schedule II

### 附表二

#### 1. User 用途

The Tenant shall not use or permit to be used the Premises or any part thereof for any purpose other than for Residential purpose only.

Remarks 備註:

N/A