



[21st Floor, 64 Connaught Road Central, Hong Kong](#)

## **SUB-TENANCY AGREEMENT**

**A. An AGREEMENT is made the date as set out in Schedule I between Bon Bon CoLiving, a brand of TUSHK and the SUB-TENANT as more particularly described in Schedule I**

### **B. Details**

#### **1. Minimum Age of Any SUB-TENANT**

Adults who age older than 18 years old only. Fail to comply will lead to criminal offense and void of this AGREEMENT immediately without any compensation. Paid money such as Security Deposit and Rent paid in advance as well as other payment

#### **2. Purpose of the Premises**

The SUB-TENANT shall not use or permit to be used the Premises or any part thereof for any purpose other than Residential. Fail to comply will lead to criminal offense and void of this AGREEMENT immediately without any compensation. Paid money such as Security Deposit and Rent paid in advance as well as other payment or fee would not be refunded to the SUB-TENANT

#### **3. Rent Paid in Advance of Each Month**

According to the Schedule I, The Sub-tenant shall pay to TUSHK the Rent in advance on the Pay Date as set out at Schedule I on every calendar month during the Term. If the Sub-tenant shall fail to pay the Rent within 7 days from the due date, TUSHK shall have the right to institute appropriate action to recover the Rent and all costs, expenses and other outgoings so incurred by TUSHK in relation to such action shall be a debt owed by the Sub-tenant to TUSHK and shall be recovered in full by TUSHK

#### **4. Rent As It Is**

The Sub-tenant shall not make any alternation and/ or additions to the Premises without the prior written consent of TUSHK, which consent shall not be unreasonable withheld

#### **5. No Sublet**

The Sub-tenant shall not assign, transfer, sublet or part with the possession of the Premise or any part thereof any other person. This sub-tenancy shall be personal to the Sub-tenant named herein



[21st Floor, 64 Connaught Road Central, Hong Kong](#)

**6. Compliance of HK Laws and Deed of Mutual Covenant and Sub-Deed of Mutual Covenant (if any)**

The SUB-TENANT should 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. shall not contravene any negative or restrictive covenants contained in the Government Lease (s) under which the Premises are held from the Government

**7. Payment of Utilities and Wifi**

TUSHK shall during the Term pay and discharge all charges in respect of water, electricity, gas, Wifi and other similar charges payable in respect of the Premises. In case the bill is over 500 per head, the SUB-TENANTS of the whole Premises will have to split the fall short evenly. Sub-tenant is responsible for utilities while Wifi is complimentary

**8. Keep the Interior of the Premises in Good Condition**

The SUB-TENANT shall during the Term keep the interior of the premises in good and tenable 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 conditional on the expiration or sooner determination of this AGREEMENT

**9. Security Deposit**

The Tenant shall pay TUSHK 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 Landlord shall refund the Security Deposit to the SUB-TENANT without interest in number of working dates as per schedule. (Working days mean Mondays to Fridays, except Hong Kong Banking Public Holidays) from the date of delivery of vacant possession of the Premises to TUSHK or settlement of any outstanding Payment owned by the SUB-TENANT to TUSHK, whichever is later

If the Rent and/or and charges payable by the Tenant hereunder or any part thereof shall be unpaid for 7 days after the same become payable (whether legally demanded or not) or if the SUB-TENANT shall commit a breach of any of the terms and conditions herein contained, it shall be lawful for TUSHK at anytime thereafter to re-enter the Premises whereupon this AGREEMENT shall absolutely determine and TUSHK may deduct any loss or damage suffered by TUSHK as a result of the SUB-TENANT's breach of



[21st Floor, 64 Connaught Road Central, Hong Kong](#)

from the Security Deposit without prejudice to any other right of action or any remedy of the Landlord in respect of such breach by the SUB-TENANT

Security Deposit cannot be utilized as rent or any other payment.

**10. SUB-TENANT's Rights**

Provided the SUB-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 SUB-TENANT's part to be observed and performed, the SUB-TENANT shall peacefully hold and enjoy the Premises during the Term without any interruption from TUSHK

**11. Maintenance**

The SUB-TENANT shall keep and maintain the structural parts of the Premises including the drainage, pipes, cables, equipment, machineries, appliances and light blubs in proper state of repair provided that the SUB-TENANT's liability shall not be incurred unless and until written notice of any defect or want of repair has been given by the SUB-TENANT to TUSHK

**12. Safety and Insurance**

The SUB-TENANT shall himself/herself cover insurance for his/her own belongings in every day live as well as during bad weathers like Typhoon, Depression, Storm, Flood, Fire, Theft and Accidents in relation to this sub-tenancy. TUSHK shall not be responsible for any damage or loss under all circumstances

**13. Premises Be Called for Redevelopment or Acquired Commercially**

In case the Premises is called by Hong Kong government or being acquired by a third party, for instance, a real estate development, for the purpose of redevelopment of the city, there will be no compensation for the remaining leasing term, if any. Usually there will be a two-months of notice. Security deposit will be refunded to the SUB-TENANT 7 working days (Working days mean Mondays to Fridays, except Hong Kong Banking Public holidays) from the date of delivery of vacant possession of the Premises to TUSHK or settlement of any outstanding Payment owned by the SUB-TENANT to TUSHK, whichever is later. If the Rent and/or and charges payable by the Tenant hereunder or any part thereof shall be unpaid for seven (7) days after the same become payable (whether legally demanded or not) or if the SUB-TENANT shall commit a breach of any of the terms and conditions herein contained, it shall be lawful for TUSHK at anytime thereafter to re-enter the Premises whereupon this AGREEMENT shall absolutely



[21st Floor, 64 Connaught Road Central, Hong Kong](#)

determine and may deduct any loss or damage suffered by TUSHK as a result of the SUB-TENANT's breach of from the Security Deposit without prejudice to any other right of action or any remedy of the Landlord in respect of such breach by the SUB-TENANT

**14. Profit Tax**

TUSHK will pay profit tax for this Premises

**15. Vacant Possession**

The SUB-TENANT has to move out all his/her own belongings from the date of delivery of vacant possession of the premises to TUSHK

**16. The Room is for the SUB-TENANT's Single Use and Couples Surcharge Security Deposit**

The room is for the accommodation of the SUB-TENANT's single and personal use. Each room is for one Single person only. A surcharge of 35% of the monthly rent will be imposed if room is taken up by Couples (two 2 persons)

A Second Security Deposit of 2-months of the surcharge will be imposed. Provided that there is no antecedent breach of any of the terms and conditions herein contained, the Landlord shall refund the Second Security Deposit to the SUB-TENANT without interest in one calendar month from the date of delivery of vacant possession of the Premises to TUSHK or settlement of any outstanding Payment owned by the SUB-TENANT to TUSHK, whichever is later, taking account into the fact that the majority of the tenants do not hold a local bank account and they return to their home countries hence the refund would be made in terms of T/T and it takes a longer processing time

If the Rent and/or and charges payable by the Tenant hereunder or any part thereof shall be unpaid for seven (7) days after the same become payable (whether legally demanded or not) or if the SUB-TENANT shall commit a breach of any of the terms and conditions herein contained, it shall be lawful for TUSHK at anytime thereafter to re-enter the Premises whereupon this AGREEMENT shall absolutely determine and TUSHK may deduct any loss or damage suffered by TUSHK as a result of the SUB-TENANT's breach of from the Security Deposit without prejudice to any other right of action or any remedy of the Landlord in respect of such breach by the SUB-TENANT

**17. Monthly Surcharge Payment Arrangement**

Notwithstanding anything to the contrary hereinbefore contained, TUSHK or the SUB-TENANT or either or both the parties shall be entitled to The SUB-TENANT shall pay to TUSHK the Monthly Sur-charge in advance on the day as per the schedule of each and



[21st Floor, 64 Connaught Road Central, Hong Kong](#)

every calendar month during the Term. If the SUB-TENANT shall fail to pay the Rent pursuant to days from the due date, shall have the right to institute appropriate action to recover the Rent and all costs, expenses and other outgoings so incurred by TUSHK in relation to such action shall be a debt owed by the SUB-TENANT to TUSHK and shall be recovered in full by TUSHK

**18. Notice and Termination**

Terminate this AGREEMENT earlier than as herein provided by serving not less than two-months written notice to be sent both in email and double registered local mail or by paying two months' Rent in lieu of notice to TUSHK or the SUB-TENANT or either or both the parties provided that the said written notice shall not be served before the expiration of the 6th months of the Term of this sub-tenancy AGREEMENT. There is no Break Clause with this AGREEMENT

**19. Future Amendment and/ or Supplement**

TUSHK and the SUB-TENANT agreed to be bound by the additional terms and conditions contained in Schedule II, which might be updated time by time. Both TUSHK and the SUB-TENANT shall perform Signoff of this AGREEMENT

**20. Assignment**

Neither Party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party, except to a successor in ownership of all or substantially all of the assets of the assigning Party if the successor in ownership expressly assumes in writing the terms and conditions of this AGREEMENT. Any such attempted assignment without written consent will be void. This AGREEMENT shall inure to the benefit of and shall be binding upon the valid successors and assigns of the Parties

**21. Dispute Resolutions**

Both parties agree to use their best endeavor to settle any disagreement or dispute by friendly negotiations and undertake that they will not initiate any legal proceedings unless and until all other possible means of alternative dispute resolutions have been utilized

**22. Jurisdiction**



[21st Floor, 64 Connaught Road Central, Hong Kong](#)

The laws of its jurisdiction of registry govern this AGREEMENT and both parties agree to submit to the exclusive jurisdiction of the courts of the location of the incorporation of the company, which representing the principle tenant

**23. Counterparts**

This AGREEMENT may be executed in any number of counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one instrument

**24. Severability**

The Parties recognize the uncertainty of the law with respect to certain provisions of this AGREEMENT and expressly stipulate that this AGREEMENT will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this AGREEMENT are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this AGREEMENT or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this AGREEMENT will be unaffected

**25. Notices**

All notices, requests, demands and other communications under this AGREEMENT must be in writing and will be deemed duly given, unless otherwise expressly indicated to the contrary in this AGREEMENT: (i) when personally delivered; (ii) upon receipt of a telephone facsimile transmission with a confirmed telephonic transmission answer back; (iii) three (3) days after having been deposited in the mail, certified or registered, return receipt requested, postage prepaid; or (iv) one (1) business day after having been dispatched by a nationally recognized overnight courier service, addressed to a Party or their permitted assigns at the address for such Party first written above

**26. Headings**

Paragraph headings used in this AGREEMENT are for reference only and shall not be used or relied upon in the interpretation of this AGREEMENT

**27. Entire Agreement**

This AGREEMENT contains the entire AGREEMENT and understanding between the Parties, superseding all prior contemporaneous communications, representations, agreements, and understandings, oral or written, between the Parties with respect to



[21st Floor, 64 Connaught Road Central, Hong Kong](#)

the subject matter hereof. This AGREEMENT may not be modified in any manner except by written amendment executed by each Party hereto

**28. Miscellaneous**

- (a) This AGREEMENT contains the entire AGREEMENT between the SUB-TENANT and TUSHK. This AGREEMENT may be modified only by subsequent written AGREEMENT between Client and TUSHK
- (b) If any provision of this AGREEMENT is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire AGREEMENT will remain in effect



21st Floor, 64 Connaught Road Central, Hong Kong

**C. Signoff**

1. To be received a deposit of [ ] and [ ] as the first month's rent to be paid in advanced by 5 noon HKT June from the SUB-TENANT to TUSHK. TUSHK confirmed and accepted all the terms and conditions.

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Signature by TUSHK

2. The SUB-TENANT will receipt of ( 1 ) Main Door Key(s),  
( ) Gate Key(s), ( ) Main Box Key(s), ( 1 ) Bed-Room key(s), ( ) Bathroom Key(s), ( ) Kitchen Key(s),  
( ) Other key(s); The SUB-TENANT also acknowledged the receipt of ( 1 ) Air-Conditioner in the room, ( 1 ) Wardrobe in the room, ( 2 ) pieces of curtains plus track in the room, ( 1 ) Bed with ( 1 ) Mattress in the room.

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Signature by the SUB-TENANT [ ]  
No. Of Passport/ HKID: [ ]





[21st Floor, 64 Connaught Road Central, Hong Kong](#)

**D. Schedule I**

1. The Signature Date: [REDACTED]
2. The Premises: [Room 2, XXXXX Hong Kong]  
[XX]
3. Principal Tenant: TUSHK
4. Address: 21st Floor, 64 Connaught Road Central, Hong Kong
- 5.
6. Tenant Relationship Manager: Bon Bon Lifestyle  
Telephone: +852 3895 0949  
Email: BonBonColivinghk@gmail.com
7. Tenancy Term: From [ 3 July 2018 ] To [ 2 Jan 2019 ], in total [ 0 ] year(s) [ 6 ] month(s) [ 0 ] day(s); Grace period: 28 June – 2 July 2018
8. Rent: HKD [REDACTED] per Month and Pay Date: 3<sup>rd</sup> of each month
9. Security Deposit: HKD [REDACTED]
10. Refund of Deposit:  
Refund Amount: [REDACTED]
11. After the above tenancy term, with mutual agreement between the TUSHK and the Sub-tenant, this sub-tenancy agreement and the leasing can be extended on a monthly basis with each month's rent to be paid advance **on 3rd of each month.**
12. Next rental payment date: 3<sup>rd</sup> Aug 2018
13. Paid deposit part instead of a full deposit won't be returned to subtenant under no reasons. Should TUSHK does not want to proceed the sub-tenancy without a



21st Floor, 64 Connaught Road Central, Hong Kong

justified reason accepted by courts, the deposit the sub-tenant paid has to be returned in 10 calendar days.

14. The information of SUB-TENANT:

- a. Name: [REDACTED]
- b. No. Of Passport/-HKID: [REDACTED]
- c. Personal Email: [REDACTED]
- d. Emergency Contact: [REDACTED]  
Contact Person: [REDACTED]  
Contact Mean: [REDACTED]  
Relationship: [REDACTED] [

D. Schedule II: Any Amendment and/or Supplement

Nil



[21st Floor, 64 Connaught Road Central, Hong Kong](#)

#### **E. Schedule IV- Receipts**

This is to acknowledged the receipts of the aforesaid sub-tenancy's payment terms  
For the occupancy of the aforesaid premises.

Deposit receipt:

2018

Pre-paid rent receipt: (For July)

Rent receipt: (For Aug)

Rent receipt: (For Sept)

Rent receipt: (For Oct)

Rent receipt: (For Nov)

Rent receipt: (For Dec to 2 Jan 2019)