

No. \_\_\_\_\_

## PROVISIONAL TENANCY AGREEMENT

THIS AGREEMENT is made on the \_\_\_\_\_ BETWEEN \_\_\_\_\_  
(holder of Hong Kong Identity Card No. \_\_\_\_\_) of \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "the Landlord")  
of the first part and \_\_\_\_\_  
(holder of Hong Kong Identity Card No. \_\_\_\_\_) of \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "the Tenant")  
of the second part and \_\_\_\_\_ (Licensed Estate Agency Company Licence No. \_\_\_\_\_ )  
whose registered office is situated at \_\_\_\_\_ (hereinafter called  
"the Agent") of the third part.

NOW IT IS HEREBY AGREED as follows:

1. The Landlord shall let and the Tenant shall take through the Agent all that \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "the said premises")
2. The Landlord and the Tenant have agreed to enter into the formal tenancy agreement with \_\_\_\_\_ days from  
the date hereof subject to the terms and conditions herein contained.
3. The term of the Tenancy shall be \_\_\_\_\_ commencing from \_\_\_\_\_
4. The said premises shall be used for \_\_\_\_\_ purpose.
5. The Rent for the said premises shall be \_\_\_\_\_  
\_\_\_\_\_
6. Rental deposit shall be HK\$ \_\_\_\_\_.
7. Part of rental deposit HK\$ \_\_\_\_\_ shall be paid by the Tenant to the Landlord as deposit upon signing this  
Agreement.
8. Upon signing of the formal tenancy agreement the Tenant shall pay:-
  - a) The balance of rental deposit HK\$ \_\_\_\_\_.
  - b) The rent for the first month HK\$ \_\_\_\_\_.
9. Shall the Tenant fail to complete the deal in the manner herein contained the deposit paid hereunder shall be forfeited and the  
Landlord shall then be entitled at his absolute discretion the let the said premises to anyone he thinks fit and the Landlord  
shall not sure the Tenant for any liabilities and / or damages caused by the Tenant's default of this agreement.

\_\_\_\_\_  
SIGNED BY THE LANDLORD

\_\_\_\_\_  
SIGNED BY THE TENANT

\_\_\_\_\_  
SIGNED BY THE AGENT

No. \_\_\_\_\_

- 10. Should the Landlord fail to let the said premises to the Tenant in the manner herein contained the Landlord shall compensate the Tenant with a sum equivalent to the amount of the deposit together with the refund of deposit and the Tenant shall not take any further action to claim for damages or to enforce specific performance.
- 11. In consideration of the service by the Agent, the Agent shall after this agreement entitled to receive HK\$ \_\_\_\_\_ from the Landlord and HK\$ \_\_\_\_\_ from the Tenant as commission such commission shall be paid not later than \_\_\_\_\_.
- 12. If for any reasons either the Landlord or the Tenant fails to complete the deal in the manner herein contained, the defaulting party shall compensate at once the Agent HK\$ \_\_\_\_\_ as liquidated damages. The defaulting party shall be responsible for the payment of stamp duty.
- 13. Should the Landlord and the Tenant after signing this agreement both agree to cancel this agreement without the consent of the Agent they will jointly and separately become the defaulting parties of this agreement and will still be liable for the payment of their own commission mentioned herein before.
- 14. \* The Landlord and the Tenant agree to appoint Messrs. \_\_\_\_\_ as their solicitors. The costs incidental to the preparation and execution of formal tenancy agreement including solicitors fees and stamp duties etc. shall be borne equally by the Landlord and the Tenant.  
\*The Landlord and the Tenant agree that they shall separately appoint their own solicitors. The Landlord shall be represented by Messrs. \_\_\_\_\_ whereas the Tenant shall be represented by Messrs. \_\_\_\_\_. Each party shall pay his own legal costs. The stamp duty shall be borne equally the Landlord and the Tenant.
- 15. This agreement supersedes all prior negotiations, representation, understanding and agreements of the parties hereto.

AS WITNESS the hands of the parties hereto the day and year first before written.

SIGNED by \_\_\_\_\_ )  
for and on behalf of the Landlord )

SIGNED by \_\_\_\_\_ )  
for and on behalf of the Tenant )

SIGNED by \_\_\_\_\_ ) Licensed \*Estate Agent/Salesperson  
for and on half of the Agent ) Licence No. \_\_\_\_\_  
*Agent's Authorized Signature*

RECEIVED the above mentioned sum Hong Kong Dollars )  
 )  
 ) HK\$  
being the deposit hereinbefore mentioned )

WITNESS:

\*Delete, if inappropriate