

物業臨時租賃合約
PROVISIONAL AGREEMENT FOR TENANCY

此合約訂於
This AGREEMENT is made on **01/11/2024** 合約第一方為 **LEUNG SING YIU**
業主
Landlord 持有香港身份證/商業登記証號碼 **N561156(7)**
(holder of Hong Kong Identity Card/Business Registration Number)
地址在 _____ 以下稱“業主”
of hereinafter called “the Landlord”;
and
合約第二方為 **CHAN WING YAN**
this second party
租方
Tenant 持有香港身份證/商業登記証號碼 **N528966(7)**
(holder of Hong Kong Identity Card/Business Registration Number)
地址在 _____ 以下稱“租方”
of hereinafter called “Tenant”;
and
合約第三方為 **天置物業代理有限公司 TIN CHI PROPERTY AGENCY LIMITED**
the third party
代理
Agent 持有商業登記証號碼 **72189862** 及持有地產代理(公司)牌照號碼 **C-987532**
holder of Business Registration Number and holder of Estate Agent (Company) License No.
地址在 **元朗洪水橋盈福街11號洪福樓地下A舖** 以下稱“代理”
of **Shop A, G/F, Hung Fook Building, 11 Ying Fuk Street, Hung Shui Kiu, Yuen Long, New Territories** hereinafter called “Tenant”

合約三方茲同意條款如下
NOW IT IS HEREBY AGREED as follows:

- 根據下述條款，業主同意出租而租方同意租入下述物業。
The Landlord agrees to let and the Tenant agrees to take the premises hereinafter mentioned on the following terms and conditions.
- 物業地址 **37A FIFE STREET**
Address of Premises **10**
- 每月租金 港幣 **5,000.00** (* 不包括地租,差餉及管理費),以上期形式每月支付。
Monthly Rental HK\$ **5,000.00** *(Exclusive of Government Rent, Rates and Management Fee). Payable monthly in advance.
- 按金 港幣 **10,000.00** 於簽署正式租約時或以前支付。
Deposit HK\$ **10,000.00** To be paid on or before signing of the formal tenancy agreement.
上述按金業主將於租約終止時無息退還予租方。
The deposit shall be refunded to the Tenant by the Landlord without interest on expiration of the tenancy.
- 初步訂金 港幣 **5,000.00** 於簽訂本合約時支付予業主, 而此初步訂金將作為按金之部份款項。
Initial Deposit HK\$ **5,000.00** To be paid to the Landlord upon signing of this agreement, and it shall be applied as part of deposit
- 租期 由 **06/11/2024** 至 **05/11/2025**
Term of Tenancy From To
- 退租權 儘管與前文不符, 任何一方可給予 另一方 不少於 一個月 的書面通知或 一個月 租金作代通知金提早解除此租約;唯該書面通知書不得早於由租期起計之【十一】個月內發出。
Break Clause Notwithstanding anything to the contrary hereinbefore contained, either party shall be entitled to terminate this Agreement earlier than as herein provided by serving not less than 1 months' written notice or by paying 1 months' Rent in lieu to the other party provided that the said written notice shall not be served before the expiration of the 11 months of the term residency.
- 於 **06/11/2024** 或之前, 業主須將該物業交吉予租方。
On or before **06/11/2024**, the Landlord shall deliver vacant possession of the said premises to the Tenant.
- 該物業除作為 **居住** 用途外,不得作其他用途。
The said premises shall not be used for any purposes other than for **居住** purpose.
- 租方在租期內不得將該物業或任何部份轉讓或分租或將其使用權轉交予他人。
The Tenant shall not assign or sublet or part the possession of the said premises or any part thereof during the term of tenancy.
- 交吉前有關該物業之雜費(包括水、電及煤氣費,管理費、差餉及地租)由業主負擔。
Before delivery of vacant possession, all expenses of the said premises (including water, electricity and gas charge, management fee), rates, and Government rent) shall be paid by the Landlord.
- 於 **11/11/2024** 或之前, 雙方須於 **Tin Chi Property Agency**
On or before **11/11/2024**, both parties shall sign the formal tenancy agreement at **Tin Chi Property Agency**
律師樓簽署正式租賃合約。
Solicitor's Office.
- 雙方須各自負責其律師費而正式租約的釐印費由雙方各半負擔。
Each party shall pay its own legal costs but the stamp duty payable on the formal tenancy agreement shall be borne by both parties in equal shares.
- 如租方未能履行本合約之條款租入該物業,業主除將租方已付之初步訂金沒收外,並有權將該物業出租予他人,惟業主不可再為此向租方追究任何賠償或特定履行。
Should the Tenant fail to take up the tenancy of the said premises in the manner herein contained, the initial deposit shall be forfeited to the Landlord and the Landlord shall then be entitled at his absolute discretion to let the said premises to anyone he thinks fit and the Landlord shall not take further action to claim the Tenant for damages or to enforce specific performance.

15. 如業主在收取初步訂金後,不依本合約條款將該物業租予租方;業主除需即時退還租方所付之初步訂金全數外,並需賠償一筆同等於該初步訂金數目之金額與租方。惟租方不得再向業主追究任何賠償或特定履行。
Should the Landlord after receiving the initial deposit paid hereunder fail to let the said premises to the Tenant in the manner herein contained, the Landlord shall immediately refund the initial deposit to the Tenant and shall compensate the Tenant with a sum equivalent to the initial deposit and the Tenant shall not take further action to claim the Landlord for damages or to enforce specific performance.
16. 基於代理在促成該物業租賃中提供之服務,代理有權向業主收取港幣 2,500.00 並向租方收取
In consideration of the service rendered by the Agent, the Agent shall be entitled to receive HK\$ 2,500.00 from the Landlord and
港幣 2,500.00 作為佣金,該等佣金不得遲於 11/11/2024 繳付。
HK\$ 2,500.00 from the Tenant as commission, such commission shall be paid not later than 11/11/2024
17. 無論在任何情況下,若業主或租方未能履行本合約之條款出租或租入該物業,則悔約的一方須即時付予代理港幣港幣
If in any case either the Landlord or the Tenant fails to let or take up the tenancy of the said premises in the manner herein contained, the defaulting party shall compensate at once the agent HK\$ 5,000.00 作為賠償代理之損失。
as agreed damages.
18. 如業主及租客在簽署本合約後未得代理書面同意下達成協議取消本合約所涉及的交易,業主及租方雙方將需在交易取消時即時各自負責支付代理根據本合約第十六條各自所需負責的佣金及費用。
In the event that the Landlord and the Tenant shall after the signing of this Agreement agree to cancel the transaction under this Agreement without the prior written consent of the Agent, each of the Landlord and the Tenant shall upon cancellation of the transaction forthwith be liable to pay the Agent the commission and fees payable by them under clause 16 of this statement.
19. 茲聲明本合約之代理為雙方代理。
It is hereby declared that the Agent is the Agent for **both the Landlord and the Tenant.**
20. 代表該有限公司簽署的人須負責支付及承擔代理應收之所有佣金。
Should the Landlord or the Tenant be a limited company which fails to let or take up the tenancy of the said Premises, the person(s) who signed this Agreement on behalf of the limited company shall be personally liable for all commission due to the Agent.
21. 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。
If there is any conflict between the English version and the Chinese version in this Agreement, the **English** version shall prevail.
22. 備註 本合約之租金包括全屋入牆傢俬及裝設另包括單位內的冷氣機 5 部
Remarks The rent of this contract includes the whole house's built-in furniture and installations, and also includes 5 air conditioners in the unit.
冷氣機 1 部, 雪櫃 1 部, 抽油煙機 1 部, 電視 1 部, 煮食爐 1 部, 抽氣扇 1 部, 熱水爐 1 部, 微波爐 1 部, 洗衣機 1 部, 燈飾 1 盞, 床 1 張, 衣櫃 1 個, 沙發 1 張。
1 Air conditioners, 1 refrigerator, 1 range hood, 1 television, 1 stove, 1 exhaust fan, 1 water heater, 1 microwave, 1 washing machine, 1 lamp, 1 bed, 1 wardrobe, 1 sofa.

業主簽署接受 Signed by the Landlord	代理簽署接受 Signed by the Agent	() (分行名稱) (Branch Name)	租方簽署接受 Signed by the Tenant
簽署人姓名 Name of Signatory(ies) LEUNG SING YIU	代理姓名 Name of Agent WU JACKY		簽署人姓名 Name of Signatory(ies) Chan Wing Yan
身份証號碼 ID Number(s) N561156(7)	牌照號碼 License Number(s) LCS948794802		身份証號碼 ID Number(s) N528966(7)

茲收到租方初步訂金港幣 5,000.00 (現金)
Received from the Tenant the initial deposit in the sum of HK\$ 5,000.00 (cash)

業主簽收
Acknowledge receipt by the landlord _____