

TENANCY AGREEMENT

This AGREEMENT is made on the _____ day of _____ 20_____ BETWEEN

Landlord's Name _____
NRIC No: _____
Landlord's Address _____

Landlord

(hereinafter called "the Landlord") which expression where the context so admits shall include all persons having title under the Landlord) of the one part

AND

Tenant's Name _____
Fin/Passport No: _____
Tenant's Address _____

Tenant

(hereinafter called "the Tenant" which expression where the context so admits shall include the Tenant's successors in title and permitted assigns) of the other part

NOW IT IS **HEREBY AGREED** as follows:-

1. The Landlord agrees to let and the Tenant agrees to take all that premises known as (address)

Term & Rent

(hereinafter called "the said premises") together with the furniture, fixtures and fittings therein belonging to the Landlord as specified in the Inventory List attached (hereinafter called "the said furniture, fixtures and fittings") **TO HOLD** the same unto the Tenant from the _____ for a term of _____ years (hereinafter called "the said term") or until the tenancy shall be earlier terminated as hereinafter provided, at the monthly rental of Singapore Dollars (**S\$** _____) **Only** (hereinafter called "the said rent") comprising:

The monthly rental is payable in advance on _____ day of each calendar month without any deductions whatsoever, and to be credited to the bank account of the Landlord:

Account Name : _____
Name of Bank : _____
Account No : _____
Name of Branch : _____
Branch Code : _____
Swift Code : _____

2. The Tenant **HEREBY COVENANTS** with the Landlord as follows:-

(a) To pay the said rent at the times and in the manner aforesaid.

(b) To deposit with the Landlord the sum of Singapore Dollars _____ **ONLY** (**S\$** _____) the equivalent to 2 months rent on or before the signing of this Agreement which the said sum shall be held by the Landlord throughout

Deposit

Landlord	Tenant

the Tenancy as security against breach of any of the covenants herein contained, and which sum shall be refundable to the Tenant within fourteen (14) days after the expiry or termination of this Tenancy SUBJECT to an appropriate deduction as damages as agreed by both parties in respect of any such breach. The deposit herein paid shall not be utilized by the Tenant to offset against rent unpaid by the Tenant.

- (c) To pay all future charges for the supply of water, electricity and gas and any water borne sewerage system charged by SP Services Ltd or other competent authority payable in respect of the said premises, including any tax payable thereon. **Power & Water Supplies**
- (d) To keep the interior of the said premises including the drains, sanitary and water apparatus and the Landlord's furniture, fixtures and fittings therein and the doors and windows thereof in good and tenantable repair and condition throughout the said term (fair wear and tear and damage by fire, lightning, earthquake, flood and any Act of God or cause not attributable to the neglect or default of the Tenant, its servants, employees or permitted occupiers excepted). **Maintenance**
- (e) To be responsible for all minor repairs and replacement of electric bulbs, tubes and other expendable items, excluding air con, water heater and structural repairs, at its own expense up to Singapore Dollars _____ per item after the first month from date of handover or date of lease commencement; whichever is later. Any expenditure exceeding Singapore Dollars _____ shall be borne by the Landlord in full provided such damage is not due to the negligence of the Tenant or its permitted occupiers. **Minor Repairs**
- (f) To take up a service contract with an air-conditioner maintenance contractor for the air conditioners in the said premises to be serviced regularly (at least once every three months) for the duration of the said term. Any costs for chemical cleaning, replacement of worn parts due to fair wear and tear shall be borne by the Landlord except for any damage due to the mis-use, negligence of the Tenant or its permitted occupiers. **Air-conditioning Repairs & maintenance**
- (g) (i) Not to make or permit to be made any structural alterations to the said premises without first obtaining the written consent of the Landlord. **Alterations**
 (ii) Not to make or permit to be made any alteration in the internal construction or arrangement or in the external or interior appearance or the present scheme of decoration without the written consent of the Landlord, which consent shall not be unreasonably withheld and if required by the Landlord the Tenant shall at the Tenant's own cost and expense restore the said premises to its original state and condition (fair wear and tear excepted).
- (h) The Tenant or its permitted occupiers shall not hack any holes or drive any nails or anything whatsoever into the wall or bore holes into the ceiling without first having obtained the written consent of the Landlord, except anything reasonably done to hang pictures, TV, painting and the like and to patch up the holes created with white putty at the end or sooner determination. **Hanging Pictures**
- (i) To use the said premises strictly as a private residence only and not to do or permit to be done upon the said premises any act or thing which may be or may become a nuisance or annoyance to or in any way interfere with the quiet or comfort of any other adjoining occupiers or to give reasonable cause for complaint from the occupants of neighboring premises. **Private Use**
- (j) To comply with all such rules and regulations and terms and conditions as may be imposed from time to time on occupiers of the building by the Management Corporation or other bodies (where applicable) for the proper management of the same except for such rules, regulations, terms and conditions which are **Regulations of Management Corporation**

Landlord	Tenant

required to be complied with by the Landlord as owner of the said premises.

- (k) Not to do or permit to be done anything whereby the policy or policies of insurance on the said premises against damage by fire may become void or voidable or whereby the premium thereon may be increased. **Insurance**
 - (l) Not to assign, sublet or part with the actual or legal possession or use of the said premises or any part thereof without the Landlord's written permission such consent not to be unreasonably withheld. **Sub-Letting**
 - (m) Not to use the said premises for any illegal or immoral purposes. **Illegal or immoral use**
 - (n) Not to keep or permit to be kept on the said premises or any part thereof any materials of a dangerous or explosive nature or the keeping of which may contravene any statute or subsidiary legislation. **Dangerous Substances**
 - (o) To permit the Landlord and the Landlord's agents, surveyors and workmen with all necessary appliances to enter upon the said premises at all reasonable times, mutually agreed upon and by prior appointment with the Tenant for the purpose either of viewing the condition thereof or of doing such works and things as may be required for any repairs, alterations or improvements either of the said premises or of any parts of any building in which the said premises may be comprised or adjoined. **Landlord's Access**
 - (p) At the expiration of the tenancy to peaceably and quietly deliver up to the Landlord the said premises in like condition (including the laundry of the curtains) as if the same were delivered to the Tenant at the commencement of this Agreement, fair wear and tear, act of God and damage not attributed by the neglect or default of the Tenant and its permitted occupiers excepted. **Deliver-up**
 - (q) To allow the Landlord and his agents at all reasonable times mutually agreed upon and by prior appointment with the Tenant to enter the said premises for the purpose of showing the said premises to other prospective tenants during the period of two (2) months' prior to the termination of the said term, or at anytime during the said term, for the purpose of SALE of the said premises. The said premises shall be sold subject to this Tenancy. **Re-Letting And Sale**
 - (r) To permit only _____ and family who are authorized to occupy the premises and shall from time to time inform the Landlord if there is a change of the authorized staff & the staff's family members occupying the premise. The Tenant must produce original/photocopy of documents such as Nric/passport/work permit/employment pass/student pass to prove his/her legal stay in Singapore to the landlord. **Authorised occupants**
- 3. The Landlord **HEREBY AGREES** with the Tenant as follows:**
- (a) That the Tenant paying the said rent hereby reserved and observing and performing the several covenants and stipulations on the Tenant's part herein contained shall peaceably hold and enjoy the said premises during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord. **Quiet Enjoyment**
 - (b) To pay and discharge all rates, taxes, maintenance charges, taxes and assessments duties impositions and outgoings imposed or charged during the said term hereby created upon or in respect of the said premises and payable by the Landlord, including any surcharge thereon. **Rates & Taxes**
 - (c) (i) To maintain the structural condition of the said premises in good and tenantable repair and condition throughout the said term hereby created at **General Repairs**

Landlord	Tenant

the expense of the Landlord, the interior, main structure, ceiling, walls, floors and the main drains, pipes, conduits, sanitary and water apparatus, concealed wiring, and Landlord's electrical appliances and air-conditioner/s and subject to Clause 2(f) of this Agreement, to bear the expense of repairs and necessary replacements of the said electrical appliances.

(ii) The Landlord shall commence the repairs / rectification of the agreed defect, not caused by the negligence or default on the Tenant's part or the Tenant's servants or licensees within a period of seven (7) working days following receipt of the Tenant's notice. Unless the required repair work is on an urgent nature in which case the Tenant shall be entitled to have the repairs carried out by a contractor appointed by the Landlord, immediately upon prior notice to the Landlord. Should the Landlord default in making good the damage and/or defects as aforesaid, the Tenant shall be entitled but not obliged to undertake such repair and/ replacement and all reasonable costs and expense so incurred by the Tenant shall be a debt due and payable from the Landlord to the Tenant.

(iii) To be responsible for the repair and chemical cleaning, replacement of parts in respect of the air-conditioning units installed at the said premises within seven (7) working days from the Tenant's request, save where the same are caused by the act, default, mis-use, neglect or omission on the part of the Tenant or any of its servants, agents, occupiers, contractors, guests or visitors. If the Landlord neglects and/or fail to commence repair works needed as aforementioned, the Tenant shall be entitled but not obliged to proceed with the works and all reasonable costs and expenses so incurred by the Tenant shall be a debt due and payable from the Landlord to the Tenant.

**Air-conditioning
Repairs &
maintenance**

(d) To insure the said premises and the fixtures and fittings against loss or damage by fire; including furniture if they are owned by the Landlord; and to punctually pay all premiums for such insurance.

Insurance

(e) That in the event of a sale of the said premises, the Landlord shall sell the property subject to this Tenancy and assign this Agreement including the Landlord's obligation to refund the security deposit paid under Clause 2(b) to the purchaser of the said premises.

Assign

(f) The Landlord **HEREBY REPRESENTS AND WARRANTS** that:

**Legal
Ownership**

(i) they are the legal and beneficial owners of the said premises;

(ii) they are not in breach of any covenant, law or regulation in entering into this Agreement and granting the said term.

(g) Where two or more persons constitute the expression "the Landlord", all covenants, agreements, undertakings, stipulations, conditions and other provisions under this Agreement and their liabilities under this Agreement shall be deemed to be made by and shall be binding on and applicable to them jointly and severally.

(h) On or before handover of the said premises to the Tenant, the Landlord agrees to supply the items and comply with all the conditions stipulated in the Letter of Intent dated _____ (the "**Letter of Intent**").

Letter of Intent

(i) If the property is mortgaged, the Landlord shall obtain a certified true copy of the written consent to rent from the mortgagee bank(s) otherwise, the landlord shall hereby agrees to pay the Tenant damages should the Tenant be required to leave the demised premises prior to the end of the Tenancy by reason of the mortgagee's enforcement of its rights.

**Mortgagee
Consent**

Landlord	Tenant

4. PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED as follows:

- (a) If the said rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for fourteen (14) days after becoming due (whether formally demanded or not) or if the Tenant shall at any time fail to observe any covenant, condition or agreement herein contained and on its part to be observed and performed within fourteen (14) days after being notified in writing by the Landlord of such non-observance or non-performance or if the Tenant or any person in whom for the time being the said term hereby created shall be vested shall become bankrupt or make any arrangement with his creditors for liquidation of his debts by composition otherwise, then and in any of the said cases it shall be lawful for the Landlord at any time thereafter to re-enter upon the said premises or any part thereof thereby determining the Tenancy hereby created without prejudice to the right of action of the Landlord in respect of any antecedent breach of this Agreement by the Tenant. **Rental Default**

- (b) The Tenant shall pay interest upon all rent or other monies due to the Landlord under the provision of this Agreement which are outstanding for fourteen 14 days after the same shall have become due (whether any formal or legal demand therefore shall have been made or not) from the date on which such monies fall due for payment to the date on which such monies are paid to the Landlord, the interest is to be calculated from day to day at the rate of nine (9) per cent per annum. The Landlord shall be entitled to recover such interest from the Tenant as if such interest were interest in arrears. Nothing contained in this clause shall be deemed to restrict, limit or prejudice any other rights, powers or remedies of the Landlord in respect of such monies. **Interest on Late Payment**

- (c) In the event of the said premises or any part thereof at any time during the said term being so damaged or destroyed by fire, lightning, riot, explosion, water, Act of God or any other cause beyond the control of the parties as to render the said premises or any part thereof unfit for use or occupation or if access to the said premises shall be rendered impossible by any interruption in sewage, electrical, gas or water by reason of necessary repair or maintenance or any other cause beyond the control of the parties, then (except where the fire or otherwise has been caused by the default or negligence of the Tenant or the Tenant's servants or agents) the said rent hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained shall be suspended until the said premises shall again be rendered fit for occupation and use or access thereto rendered possible. **Suspension of Rent**

- (d) In the case the said premises or any part thereof shall be destroyed or damaged or access thereto rendered impossible as provided in sub-clause (c) as aforesaid, the Landlord shall use his best endeavors to repair the said premises or to render the said premises accessible. Where the Landlord fails or is unable to repair the said premises or take such steps such that the said premises is again rendered fit for occupation and use within one (1) month from the said damage or destruction or if the said premises remains inaccessible for more than one (1) month, either party if they so think fit shall be at liberty by fourteen (14) days' notice in writing to determine the said term and upon the expiration of such notice, the said term shall absolutely cease and determine and the security deposit shall be forthwith refunded to the Tenant but without prejudice to the rights of either party for any antecedent breach of this Agreement by the other party. **Determination**

- (e) The Landlord shall not be responsible to the Tenant or the Tenant's servants, agents, licensees, invitees or any other persons for any accident, happening or injury suffered or damaged to or loss of any chattel or property sustained on the said premises unless caused by the default or negligence of the Landlord, its employees or agents or independent contractors. **Accident or Injury**

Landlord	Tenant

- (f) Provided the Tenant has occupied the premises for a minimum period of Twelve (12) months, the Tenant may exercise the diplomatic clause by giving the Landlord Two (2) calendar month's notice in writing of the Tenant's intention to terminate the tenancy or Two (2) month's rent in lieu of such notice if the occupier of the premises and employee of the Tenant is
- Diplomatic Clause**
- (i) deported from Singapore; or
 - (ii) refused permission by the Singapore Government to work or reside in Singapore; or
 - (iii) transferred or relocated from Singapore to another country; or
 - (iv) ceased to be employed by the tenant. **(For company lease only; delete if not applicable).**

Reasonable documentary evidence of such transfer, cessation or order shall be provided to the Landlord if required.

- (g) The Landlord shall, on the written request of the Tenant made not less than two (2) calendar months before the expiration of the said term and if there shall not at the time of such request be any existing breach or non-observance of any of the agreements and stipulations on the part of the Tenant herein contained, at the expense of the Tenant grant to the Tenant a further tenancy of the said premises for such a period as the Tenant shall request, provided that such period shall not exceed one (1) year from the expiration of the said term and upon the same terms and conditions herein contained except for this option for renewal and at a new monthly rental which shall be at the prevailing market rental to be mutually agreed upon by both parties. Provided always that within two (2) weeks of the receipt of the Landlord's notification of the revised rent (which shall be advised to the Tenant within two (2) weeks of the Tenant's notification to exercise the option), the Tenant shall in writing inform the Landlord as to whether the revised rent is acceptable or not. In the event that the revised rent is not acceptable to the Tenant, this option shall lapse and both the Landlord & Tenant shall be released from all further obligations.
- Option to Renew**

- (h) The Tenant shall ensure that at all times during the term of this Agreement that the Tenant and/or permitted occupants are in compliance with all the rules and regulations relating to the Immigration Act and the Employment of Foreign Workers Act (if applicable) and any other law in the Republic of Singapore which relates to foreign residents. Further, to provide the Landlord upon written request reasonably made, physical inspection of all immigration and employment documents, including but not limited to the passports of all non-local occupants, the employment pass and/or work permits, and proof of employment, and to provide the Landlord with certified true copies of such documents. Further, to authorize, permit and co-operate with the Landlord to make such enquiries with relevant government departments and /or employers to verify the same.
- Immigration Laws**

The Tenant shall also ensure that during the term of this Agreement, the permitted occupier/s is/are lawfully resident and/or employed in the Republic of Singapore and if there is any change in the immigration and/or employment status of the Tenant and/or permitted occupants, to inform the Landlord in writing no less than 14 days prior to such change of immigration or employment status, or if such change cannot be anticipated, to inform the Landlord immediately upon receipt of such notice.

To the full extent permitted by the laws of the Republic of Singapore, the Tenant shall indemnify and keep the Landlord indemnified against all direct claims, proceedings and liabilities and all losses, damage, costs and expenses directly arising out of any breach or non-compliance by the Tenant of this clause.

Landlord	Tenant

- (i) The law applicable in any action arising out of this Agreement shall be the law of the Republic of Singapore and the parties hereto agree to submit themselves to the jurisdiction of the Courts of Singapore.

Jurisdiction of Agreement
- (j) A person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or enjoy the benefit of any term of this Agreement. Notwithstanding any term of this Agreement, the consent of any person who is not a party is not required to rescind or vary this Agreement at any time.

Third Parties Rights
- (k) Any notice served under or in anyway in connection with this Agreement or the said term shall be sufficiently served on the Tenant by registered post to the abovementioned address or to the last known place of business of the Tenant or registered address of the Tenant AND shall be sufficiently served on the Landlord if delivered to the Landlord personally or sent to the Landlord at the abovementioned address by registered post. A notice sent by registered post shall be deemed as given at the time when in due course of post it would be delivered at the address to which it is sent.

Service of Notices
- (l) The waiver by either party of a breach or default of any of the provisions in this Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions nor any delay or omission on the part of either party to exercise or avail itself of any right that it has or may have herein, operates as a wavier of any breach or default of the other party.

Not a Wavier
- (m) The cost of stamping of this Agreement and a duplicate shall be borne by the Tenant and paid on or about the date of signing this Agreement. Save as aforesaid each party shall bear its own legal costs in the matter.

Stamping & Legal Costs
- (n) Upon the expiration of the said term or earlier determination thereof, the Tenant shall deliver the said premises in such good and tenantable repair and condition (fair wear and tear excepted) as shall be in accordance with the conditions, covenants and stipulations herein contained and with all locks keys and the furniture and with curtains wash/dry clean to the Landlord after a joint inspection thereof by both parties, and thereafter the Tenant shall not be under any liability whatsoever to the Landlord nor shall the Landlord have any claim against the Tenant in respect of any damage to the said premises other than for damage ascertained at the said joint inspection.

Joint Inspection Before Deliver-up
- (q) Notwithstanding anything herein contained the Landlord shall be under no liability to the Tenant, members of the Tenant's immediate family or to any other person who may be permitted to enter, occupy or use the Premises or any part thereof for accidents, happenings or injuries sustained or for loss of or damage to property goods or chattels in the Premises or in any part thereof whether arising from the defects in the said Premises or the negligence of any servant or agent of the Landlord or otherwise and the Tenant shall keep the Landlord fully indemnified against all claims, demands, actions, suits, proceedings, orders, damages cost, losses and expenses of any nature whatsoever which the Landlord may incur or suffer in connection with the aforesaid.

Indemnity
- (r) Notwithstanding anything therein contained the Landlord shall not be liable to the Tenant or any other person in respect of any interruption in any of the services or facilities provided by the Landlord by reason of necessary repair or maintenance of any installation or apparatus or damage thereof or destruction thereof by fire, water, act of God or other causes beyond the control of the

Not Liable

Landlord	Tenant

Landlord or by reason of mechanical or other defect or breakdown or by reason of a strike of workmen or others or of a shortage of fuel, materials, water or labour.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

SIGNED by the Landlord :)
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Nric No:)
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Nric No:)
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in the presence of:)
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SIGNED by the Tenant :)
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in the presence of :)
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Landlord	Tenant