

TENANCY AGREEMENT (HDB Flat)

THIS AGREEMENT is made on the 22 day of Dec 2018

BETWEEN

WANG RUIBIN(S2675647B) & CAI JUN(S6881834F)

(hereinafter called "the Landlord" which expression shall where the context so admits include the person entitled for the time being to the reversion immediately expectant on the term hereby created) of the one part

LANDLORD

AND

JOSE PALAKKUZHIL JOBY (G6415372U)

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

TENANT

NOW IT IS HEREBY AGREED as follows:

1. The Landlord agrees to let and the Tenant agrees to take all that property known as **288B BUKIT BATOK STREET 25 #09-10 S(651288)** (hereinafter called "the said premises") together with the furniture, fixtures and fittings therein belonging to the Landlord as specified in the Schedule annexed hereto (hereinafter called "the furniture") and TO HOLD unto the Tenant for a term of **twenty four (24) months**, commencing on the **28th day of DEC 2018** and expiring on the **27th day of DEC 2020**, at the rent of Singapore Dollars **Two thousand two hundred (S\$ 2200)** per month.

PROPERTY ADDRESS

LEASE PERIOD

RENT

The first payment of rent is payable upon the signing of this Agreement and subsequent payment of rent shall be payable monthly in advance without any deduction whatsoever on the **28TH** day of each month to **DBS SAVINGS 032-7-012880**

2. **The Tenant hereby agrees with the Landlord** as follows:

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

(b) To pay a deposit of Singapore Dollars **FOUR THOUSAND FOUR HUNDRED (S\$4400)** being equal to **two (2)** months rent upon the signing of this Agreement (the receipt whereof the Landlord hereby acknowledges) as security for the due performance and observance by the Tenant of all covenants, conditions and stipulations on the part of the Tenant herein contained, failing which the Tenant shall forfeit to the Landlord the said deposit or such part thereof as may be necessary to remedy any such default. PROVIDED ALWAYS that if the Tenant shall duly perform the said covenants, conditions and stipulations as aforesaid, up to and including the date of expiration of the term hereby created, the Landlord shall repay the said deposit within fourteen (14) days from the date of such expiration without any interest. This deposit shall not be utilised as set-off for any rent due and payable during the currency of this Agreement.

SECURITY DEPOSIT

(c) To pay all charges including any tax and/or licence fee thereon, for the usage of any telecommunication equipment, cable television, television, radio and any other such equipment installed at the said premises.

TELEPHONE CHARGES

(d) To pay all charges including any tax thereon, for the supply of water, electricity, gas and any water borne sewerage system installed and/or used at the said premises.

UTILITY CHARGES

(e) To keep the interior of the said premises including the sanitary and water apparatus, furniture, doors and windows thereof in good and tenantable repair and condition throughout this tenancy (fair wear and tear and damage by any act beyond the control of the Tenant excepted).

MAINTENANCE OF FIXTURES & FITTINGS

(f) To permit the Landlord and its agents, surveyors and workmen with all necessary appliances to enter upon the said premises at all reasonable times, by prior appointment, to view the condition thereof or for doing such works and things as may be required for any repairs, alterations or improvements whether at the said

ACCESS TO PREMISES

* Delete accordingly

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LANDLORD	TENANT
WRB -CJ	J

premises or at any parts of any building to which the said premises may form a part of or adjoin.

- (g) To be responsible for all minor repairs and replacement of parts and other expendable items at its own expense up to Singapore Dollars One Hundred Fifty (S\$150.00) per item. In the event such expenditure exceeds S\$150.00, the Tenant shall bear the first S\$150.00 and any excess thereof shall be borne by the Landlord. For avoidance of doubt this clause does not apply to any expenses incurred by the Landlord in the repair and replacement of parts mentioned in clause 3(c) of this Agreement, save for the provisos of the said clause. **MINOR REPAIRS**
- (h) To yield up the said premises at the expiration or sooner determination of this tenancy in such good and tenantable repair and condition (fair wear and tear excepted), including the dry cleaning of curtains provided (if any), as shall be in accordance with the conditions, covenants and stipulations herein contained, with all locks, keys and furniture therein belonging to the Landlord. **YIELD UP PREMISES**
- (i) To comply with all such rules, regulations, terms and conditions as may be imposed from time to time by Housing and Development Board (HDB). **COMPLY WITH HDB**
- (j) To take up a service contract with a qualified air-conditioning contractor to service and maintain the air-conditioning units, including the topping-up of gas and chemical cleaning (if required), installed at the said premises, at least once every three (3) months at the expense of the Tenant and to keep them in good and tenantable repair and condition, throughout the term of this agreement. A copy of the service contract shall be forwarded to the Landlord. **MAINTENANCE OF AIR-CON**
- (k) During the two (2) months immediately preceding the expiration of the tenancy herein, to permit the Landlord and/or the Landlord's representatives at all reasonable times and by prior appointment to bring interested parties to view the said premises, for the purpose of letting the same. **VIEWING OF PREMISES**
- (l) During the currency of this tenancy, to allow the Landlord and/or the Landlord's representatives, at all reasonable times and by prior appointment to bring any interested parties to view the said premises in the event of a prospective sale thereof. The said premises shall NOT be sold subject to this tenancy. **SALE WITHOUT TENANCY**
- (m) Not to make or permit to be made any structural alterations to the said premises. **NO ALTER**
- (n) To use the said premises strictly as a private residence only and shall not use the said premises for any unlawful or immoral purposes. **USE OF PREMISES**
- (o) 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 them reasonable cause for complaint. **NO NUISANCE**
- (p) Not to assign sublet or part with the possession of the said premises or any part thereof without the written consent of the Landlord, which consent shall not be unreasonably withheld in the case of a respectable and responsible tenant. This prohibition shall not apply to the occupation of the said premises or any part thereof by any person or persons employed or engaged by the Tenant or members of the Tenant's family where applicable. **NO SUBLET**
- (q) 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. **NO UNAUTHORISED STORAGE**
- (r) 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. **VOID OF INSURANCE**
- (s) To ensure that during the currency of this Agreement the Tenant and/or permitted occupants comply 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 **NO UNAUTHORISED OCCUPANTS**

* Delete accordingly

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LANDLORD	TENANT
WRB / C7	<i>[Signature]</i>

Republic of Singapore which relates to foreign residents. The Tenant undertakes to provide the Landlord upon request for physical inspection, all immigration and employment documents and passes and proof of employment, of all non-local occupants and to provide the Landlord with certified true copies of the same. The Tenant shall also authorise, permit and co-operate with the Landlord to make such enquiries with relevant government departments and/or employers to verify the same. The particulars of the Tenant and/or permitted occupants are:

- JOSE PALAKKUZHI JOBY (FIN No: G6415372U)
- JEENA SEBASTIAN (FIN No: G6415341U)
- JOBY HAZEL ROSE (FIN No: G3471977U)
- JOBY ETHEL JOSE (FIN No: G5345234K)
- DAO-DAO MARIE FE PUGONG (FIN No: G8708782X)

- (t) To ensure that during the currency of this Agreement the Tenant and/or permitted occupants are lawfully resident and/or employed in the Republic of Singapore and if the immigration and/or employment passes of the Tenant and/or permitted occupants are cancelled or about to be cancelled, to inform the Landlord in writing no less than 14 days prior to such cancellation or if such change cannot be anticipated, to inform the Landlord immediately upon receipt of such notice.

**COMPLY WITH
IMMIGRATION
AUTHORITY**

- (u) To indemnify and keep indemnified the Landlord (against any fines, summons, convictions etc.) to the fullest extent as allowed by the laws of the Republic of Singapore, for any violation or non-conformance by the Tenant and/or permitted occupants, of the Immigration Act and/or the Employment of Foreign Workers Act.

**INDEMNIFY
LANDLORD**

3. The Landlord hereby agrees with the Tenant as follows:

- (a) To pay all rates, taxes, maintenance charges, assessments and outgoings (except as otherwise provided in this Agreement) which are or may hereafter be imposed on the said premises, including any surcharges payable thereon.

TAXES

- (b) To insure the said premises against loss and/or damage by fire and to pay all premium thereon. For avoidance of doubt such insurance coverage shall be for the loss and/or damage of the Landlord's property and shall not cover any loss and/or damage of the Tenant's property.

INSURANCE

- (c) To be responsible for the repair and replacement of parts in respect of the air-conditioning units installed at the said premises save where the same are caused by any act, default, neglect or omission on the part of the Tenant or any of its servants, agents, occupiers, contractors, guests or visitors.

**REPAIR OF
AIR-CON**

- (d) To maintain the said premises in good and tenantable repair and condition, and to warrant the serviceability of the electrical appliances provided (if any) in the premises for one (1) month from the commencement of the lease.

MAINTENANCE

- (e) That the Tenant paying the rent hereby reserved and observing and performing the several conditions, covenants and stipulations on the Tenant's part herein contained shall peaceably hold and enjoy the said premises during this tenancy without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.

**QUIET
ENJOYMENT**

4. Provided always and it is expressly agreed as follows:

- (a) If the rent hereby reserved shall remain unpaid for seven (7) days after its due or if there shall be a breach of any of the conditions, covenants or stipulations on the part of the Tenant herein contained, the Landlord shall be entitled to re-enter upon the said premises and thereupon this tenancy shall be absolutely determined forthwith, but without prejudice to any right of action of the Landlord for damage or otherwise in respect of any such breach or any antecedent breach.

**RIGHT OF
RE-ENTRY**

- (b) In the event the rent shall remain unpaid seven (7) days after becoming payable (whether formally demanded or not), it shall be lawful for the Landlord to claim interest at ten percent (10%) per annum on the amount unpaid calculated from after the date due to the date of actual payment.

**DEFAULT IN
RENT**

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LANDLORD	TENANT
WRB/ CJ	[Signature]

- (c) The Landlord shall not be liable to the Tenant or the Tenant's servants, agents or other persons lawfully entering the said premises, for any personal injury or death, damage to or loss of any property at the said premises, whether caused by accident or neglect. **EXCLUSION OF LIABILITY**
- (d) In case the said premises or any part thereof shall at any time during this tenancy be destroyed or damaged by fire, lightning, riot, explosion or any other cause beyond the control of the parties hereto so as to be unfit for occupation and use, then and in every such case (unless the insurance money shall be wholly or partially irrecoverable by reason solely or in part of any act, default, neglect or omission of the Tenant or any of their servants agents occupiers guests or visitors), the rent hereby reserved or a just and fair proportion thereof according to the nature and extent of the destruction or damage sustained shall be suspended and cease to be payable in respect of any period while the said premises shall continue to be unfit for occupation and use by reason of such destruction or damage. **PREMISES DAMAGED OR DESTROYED**
- (e) In case the said premises shall be destroyed or damaged as aforesaid, either party shall be at liberty by notice in writing to the other determine this tenancy, and upon such notice being given, this tenancy or the balance thereof shall absolutely cease and determine and the deposit paid hereunder together with a reasonable proportion of such advance rent as has been paid hereunder, where applicable, shall be refunded to the Tenant forthwith but without prejudice to any right of action of either party in respect of any antecedent breach of this Agreement by the other. **RIGHT TO TERMINATE**
- *(f) (i) Notwithstanding anything herein contained, if at any time after the expiration of twelve (12) months from the date of the commencement of this tenancy, the Tenant/immediate occupant of the said premises, Mr **JOSE PALAKKUZH** **JOBY (G6415372U)** shall be transferred out of the Republic of Singapore permanently by his firm, ceased to be employed by his firm or if for any cause whatsoever shall be ordered to leave the Republic of Singapore, then and in such a case, it shall be lawful for the Tenant to determine this tenancy by giving not less than **twelve(12)** months' advance notice (this is in addition to the twelve (12) months aforesaid) in writing to the Landlord or by paying **two(2)** months' rent in lieu of such notice. **Documentary evidence** of such transfer, cessation or order shall be required and such notice shall be deemed to have commenced on such date as the Landlord shall have actually received such evidence. **DIPLOMATIC CLAUSE**
- (ii) If this Agreement should be lawfully terminated by notice in writing by the Tenant before the expiry of the tenancy herein aforesaid, the Tenant shall refund to the Landlord, pro rata, the commission of **Singapore Dollars Two thousand three hundred and fifty four (S\$2354)**, paid by the Landlord to the estate agency. The Landlord shall be entitled to deduct such refund from the deposit held by the Landlord. **REFUND OF COMMISSION**
- *(g) The Landlord shall on the written request of the Tenant made not less than **two(2)** months before the date of expiry of this tenancy, and if there shall not at the time of such request be any existing breach or any non-observance of any of the conditions, covenants or stipulations on the part of the Tenant herein contained, at the expense of the Tenant, grant to the Tenant a tenancy of the said premises for a further term of **one(1)** years from the date of expiry of this tenancy at a rent to be mutually agreed between the parties but otherwise containing the like conditions, covenants and stipulations as are herein contained with the exception of this option for renewal. **OPTION TO RENEW**
- (h) Notwithstanding anything herein contained, if at any time during the term of this Agreement, any prohibited immigrant is found on the said premises or if the immigration and/or employment passes of the Tenant and/or permitted occupants are cancelled and the Tenant and/or permitted occupants is/are no longer allowed to reside in the Republic of Singapore, this Agreement shall immediately be terminated and the security deposit forfeited to the Landlord without prejudice to any right of action of the Landlord in respect of any antecedent breach of this Agreement by the Tenant. **LANDLORD'S RIGHT TO TERMINATE**
- (i) Should the said premises be affected by En-bloc Redevelopment, it shall be lawful for the Landlord to determine this tenancy by giving not less than **three(3)** months' **EN-BLOC NOTICE**

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LANDLORD	TENANT
WRB/ CJ	<i>[Signature]</i>

advance notice in writing to the Tenant and to refund the security deposit (free from interest) to the Tenant without prejudice to any right of action of the Landlord in respect of any breach of this Agreement by the Tenant.

- (j) The Landlord warrants that where the premises is mortgaged or charged or subjected to other such encumbrances, the Landlord has obtained the prior written consent of the financial institutions for the lease of the said premises.

**APPROVAL BY
MORTGAGEE**

- (k) (i) This lease agreement is for a fixed term. In the event any party decides to terminate this agreement before its expiry for any reasons other than as provided for in this Agreement ("defaulting party"), then the other party ("innocent party") shall be entitled to enforce the terms of this Agreement for Specific Performance, Damages (to recover any losses suffered) or otherwise as the case may be, in accordance with the prevailing Laws of Singapore.

**FIXED TERM
LEASE**

- (ii) It is expressly understood by the Landlord and Tenant that the commission paid to their respective estate agencies (if any) as the brokerage fee in this transaction has been fully earned, and therefore no claims shall be made by the Landlord or Tenant against the respective estate agencies (if any) for a refund of the commission should the Landlord or Tenant prematurely terminate the Tenancy herein for any reasons whatsoever.

**COMMISSION
FULLY EARNED**

- (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 waiver of any breach or default of the other party.

WAIVER

- (m) Any notice served under or in any way in connection with this Agreement shall be sufficiently served on the Tenant if left at the said premises or delivered to the Tenant personally or sent to the Tenant at the said premises by registered post and shall be sufficiently served on the Landlord if delivered to the Landlord personally or sent to the abovementioned address by registered post.

**SERVICE OF
NOTICE**

- (n) The stamp duty for stamping this Agreement in duplicate and administrative charges payable for such stamping shall be borne by the Tenant and shall be paid forthwith, upon execution of this Agreement.

STAMP DUTY

- (o) The tenancy of the said premises is subject to HDB's approval. The Landlord shall apply to HDB for such approval and should HDB not approve the tenancy for whatsoever reasons, this Agreement shall be terminated. The first payment of rent and deposit (if paid) in clause 1 and 2(b) shall be refunded to the Tenant (free of interest) and thereafter neither the Landlord nor the Tenant shall have any claims against the other.

**SUBJECT TO
HDB APPROVAL**

- (p) This Agreement shall be subject to the laws of the Republic of Singapore and the parties herein submit themselves to the jurisdiction of the Singapore Courts.

**GOVERNING
LAW**

- (q) The marginal notes appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the sections or clauses of this Agreement nor in any way affect this Agreement.

**MARGINAL
NOTES**

• Delete accordingly

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LANDLORD	TENANT
WRB/	<i>[Signature]</i>
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IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

SIGNED by the Landlord

In the presence of:

Name : Yang Hua
NRIC No.: G55655057

SIGNED by the Landlord

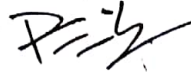
In the presence of:


Name : Yang Hua
NRIC No.: G55655057

SIGNED by the Tenant


In the presence of:

Name : Eva Peng
NRIC No.: R024394B

 WANG RUIBIN, S2675647B

 CAI JUN, S6881834F

杨华 杨华 21010319790606334X
G55655057

 Joby Jax P
C16415372U

SCHEDULE
(List of furniture, fixtures and fittings)

Important!

This is a standard document which may not be appropriate for use in all cases. The estate agency disclaims any liability whatsoever arising from the use of this document. When in doubt seek legal advice from your solicitor.

* Delete accordingly

LANDLORD	TENANT
WRB/ CS	