

TENANCY AGREEMENT

THIS TENANCY AGREEMENT is made on the 1st day of July 2019 (hereinafter referred to as "Agreement")

BETWEEN

GURDIP SINGH (NRIC: S2014902G) of 157 Ceylon Road, Singapore 429719 (hereinafter referred to as "the Landlord" which expression where the context so admits shall include the Landlord's successors and assigns) on one part; **AND**

SAKURAMOTO KENJI (Employment Pass No: F2704108Q) of 125 Arthur Road #07-01, Arthur Mansion, Singapore 439829 (hereinafter referred to as "the Tenant" which expression where the context so admits shall include the Tenant's successors and assigns) on the other part.

WHEREBY IT IS AGREED AS FOLLOWS:

1. Premises, Rental Amount & Rental Period

The Landlord agrees to let and the Tenant agrees to take all that premises known as **125 Arthur Road #07-01 Arthur Mansion, Singapore 439829** (hereinafter known as "the premises") together with the furniture, fixtures and other effects therein (as more fully described in the Inventory List attached) for a period of **Two (2) years** commencing from **1st January 2020** at the monthly rental in the sum of **Dollars Four Thousand Only (\$4,000)** comprises of Dollars Three Thousand only (\$3,000) being the rental for the premises & Dollars One Thousand only (\$1,000) being the maintenance fee and hiring charges for the furniture & fixtures enumerated in the attached inventory which is payable monthly in advance without deduction whatsoever on the 1st day of each calendar month.

2. Deposit

The Tenant shall pay to the Landlord the sum of **Dollars Four Thousand Only (\$4,000)** which is equivalent to One (1) month rental upon signing hereof to be held by the Landlord as a security deposit for the due performance and observance of the stipulations and agreements hereinafter contained and upon the expiration or lawful termination of this Agreement, provided the Tenant shall have duly performed and observed the stipulations and terms of this Agreement, the said sum shall be refunded within fourteen (14) days without interest to the Tenant. If there is any breach of this Agreement whatsoever by the Tenant, the deposit or part thereof shall be used by the Landlord to offset any outstanding rental or any other amounts due to the Landlord which may become due or payable by the Tenant under this Agreement.

3. Obligations of the Tenant

The Tenant hereby agrees with the Landlord as follows:

- (a) To pay the said rent and hiring charges at the times and in the manner aforesaid without any deduction whatsoever. Furthermore, except for the first month which can be paid by cash or check, the monthly rental shall be paid by way of a standing order with a bank in Singapore.
- (b) Not to do or suffer or permit to be done anything whereby the policy or policies of insurance in respect of the said premises or any part thereof against loss or damage by fire may become void or voidable or whereby the rate of premium thereon may be increased and to pay the Landlord all sums paid by way of increased premiums and all expenses incurred by them in or about the renewal of such policy or policies rendered necessary by a breach of this Agreement.
- (c) At the Tenant's own cost and expense to keep the interior of the premises in good and tenantable repair and condition, fair wear and tear excepted, throughout the term and to replace the same with new ones if damaged, lost or broken and to yield up the same in good order and condition at the termination of the tenancy.
- (d) To permit persons with authority from the Landlord at all reasonable times by prior appointment to enter and view the Premises for the purpose of sale or taking a new tenant.
- (f) Not to assign, sublet or part with the possession of the said premises or any part thereof without the written consent of the Landlord.
- (g) Not to carry out or permit or suffer to be carried out alterations, additions or any changes of whatsoever nature to the premises without first having obtained the consent in writing of the Landlord
- (h) Not to do or permit to be done anything on the premises which shall be or become a nuisance or annoyance or cause injury to the Landlord or to the inhabitants of the neighboring premises nor to carry on any activity on the premises of an unlawful or illegal nature or constituting an offence or being in contravention of any statute or law of the country.
- (i) To use the premises as a private dwelling house only and not for any commercial, business, immoral, illegal or any other purpose.
- (j) To take up and pay for an annual aircon service contract which provides for a service at least once every three months for all aircon units with a competent aircon maintenance contractor and a copy of which shall be provided to the Landlord. Any cost of replacement of any worn parts due to fair wear and tear shall be borne by the Landlord, subject to the excess clause stated in Clause 3(k) below.

- (k) To be responsible for all repairs, maintenance and replacement of lights, bulbs, switches, etc of the premises for costs not exceeding Dollars Two Hundred (S\$200) per line item. Only the portion of any such cost in excess of this amount shall be paid by the Landlord. However, any cost incurred due to any oversight, mistake, poor maintenance, loss or any other reason caused by the Tenant, shall be the full responsibility of the Tenant.
- (l) To pay all rates, taxes, levies, fees, charges and other outgoings on water, sewerage, sanitation, electricity, gas, telephone, cable TV, internet and other services imposed on, charged or payable upon or in respect of the said premises with the exception of property tax, quit rent and monthly maintenance fees payable by the Landlord under Clause 4 (b).
- (m) Not to keep or permit to be kept on the said premises or any part thereof any materials of a dangerous, explosive or radioactive nature or the keeping of which may contravene any local statute or regulations or bye-law or in respect of which an increased rate of insurance is usually or may actually be required or the keeping of which may cause the fire policy in respect thereof to become null and void.
- (n) At the expiration of the tenancy to peaceably and quietly deliver up to the Landlord the said premises in like condition as if the same were delivered to the Tenant at the commencement of this Agreement and all electrical items are in full working condition; except for fair wear and tear and acts of God. It is specifically agreed that the Tenant shall, at the time of handover, paint the whole of any room that require any touch up to the paint of that room (for the purposes of this clause the living and dining room shall be treated as one room), service all air conditioners, wash the curtains and do a good overall cleaning of the Premises.
- (o) If the Tenant is in breach of any clause and/or terminates this Agreement prematurely for any reason whatsoever, then the Tenant shall in any event reimburse the Landlord commission paid to the Agency on a pro-rata basis for the remaining unfulfilled term. In event of a breach, the Tenant shall be fully liable to the Landlord for any loss of rental during the period it is vacant or if the new lease is at a lower rental for the remaining unfulfilled term of the Agreement; besides the other rights of the Landlord.
- (p) The Landlord shall be entitled to deduct any amount due to him from the security deposit held by the Landlord under Clause 2;
- (q) To permit only occupants who are registered herein to occupy the premises. 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 satisfaction of the Landlord before they are permitted to occupy the Premises.
- (r) To insure for personal chattels against theft, loss or damage by fire and provide copies of such policies to the Landlord, if requested.

- (s) To comply and conform at all times and in all respects during the continuance of this Agreement with the provisions of all laws, acts, enactment's and ordinances and rules, regulations, by-laws, orders and notice made there under or made by other competent authority.

4. Obligations of the Landlord

The Landlord hereby agrees with the Tenant as follows:-

- (a) The Tenant paying the rents hereby reserved on a timely basis, performing and observing the several covenants and stipulations herein contained shall peaceably hold and enjoy the premises during the term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.
- (b) To pay all property tax, rates & assessments and monthly maintenance fees in respect of the premises.
- (c) To keep the roof, ceiling, main structure, walls, floors, wiring and pipes of the premises in good and tenantable repair and condition.
- (d) To insure the said premises against loss or damage by fire and to pay the necessary premium punctually.
- (e) Prior to the commencement of the lease period on 1st January 2020, to make good the following faulty items:
- Change the faulty window frame in the living area.
 - Change the light fittings for the spot lights in the living area.

5. PROVIDED ALWAYS and it is hereby agreed as follows:-

- (a) If the rent hereby reserved or any part thereof shall be unpaid for seven (7) days after becoming payable (whether formally demanded or not) or if the Tenant shall at anytime fail or neglect to perform or observe any of the obligations, stipulations and agreements herein contained on his part to be performed or observed or if the Tenant or any other person in whom for the time being the tenancy be vested shall become bankrupt or enter into composition with the Tenant's creditors or suffer any distress or execution to be levied on the Tenant's goods or if the Tenant being a company shall go into liquidation whether voluntary (save for the purpose of amalgamation or reconstruction) or compulsory; then and in any of the said cases it shall be lawful for the Landlord at any time thereafter to re-enter upon the premises or any part thereof and thereupon this tenancy shall absolutely terminate but without prejudice to the right of action of the Landlord in respect of any antecedent breach of this Agreement by the Tenant.

- (b) The Landlord shall not be held to have waived the condition herein contained where the Landlord has permitted the Tenant to do any act in breach of conditions or stipulations herein and the Landlord shall always have the right to enforce such conditions or stipulations notwithstanding any antecedent breach of the conditions or stipulations permitted by the Landlord. It is specifically agreed that the act of collection of any rental (even if it is past due) shall not be deemed to be a waiver of any of the rights of the Landlord (especially clause 5c) in event of any breach of any of the terms of this Agreement.
- (c) Timing and method of payment are of essence to this Agreement and it is specifically agreed that any delay in the payment of rental, even though a few days, for more than two consecutive months or not providing the standing order required under clause 5a shall be deemed to be significant breach of this Agreement and entitles the Landlord to terminate this Agreement immediately without prejudice to any other claims the Landlord may have.
- (d) In the event of the rent, hire charge, management fee and or service charge remaining unpaid for SEVEN (7) calendar days after becoming payable (whether formally demanded or not) it shall be lawful for the Landlord to claim an interest at eighteen percent (18%) per annum. Amount unpaid calculated as from the date payable.
- (e) 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 months notice in writing of the Tenant's intention to terminate the tenancy or Two (2) months' rent in lieu of such notice if, the Tenant shall be required by the employer to leave Singapore permanently on a job transfer. Provided always that the said written notice shall be accompanied by documentary evidence proving the event relied upon by the Tenant in the said written notice.
- (f) That the Landlord shall on the written request of the Tenant made not less than three (3) calendar months before the expiration of the tenancy hereby created 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 grant to the Tenant a tenancy of the said premises for a further term of one (1) year from the expiration of this Agreement hereby created at the prevailing market rent and upon the same terms and conditions.
- (g) In case the said premises or any part thereof shall at any time during the said tenancy be destroyed or damaged by fire, lightning, riot, explosion or any other inevitable cause 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 of default of the Tenant) the rent hereby reserved or a just and fair proportion thereof according to the nature and extent of the damage sustained shall be suspended and cease to be payable in respect of any period while the said

premises shall continue to performed or observed or if the Tenant or any other person in whom for the time being the tenancy be vested shall become bankrupt or enter into composition with the Tenant's creditors or suffer any distress or execution to be levied on the Tenant's goods or if the Tenant being a company shall go into liquidation whether voluntary (save for the purpose of amalgamation or reconstruction) or compulsory then and in any of the said cases it shall be lawful for the Landlord at any time thereafter to re-enter upon the premises or any part thereof and thereupon this tenancy shall absolutely terminate but without prejudice to the right of action of the Landlord in respect of any antecedent breach of this Agreement by the Tenant.

- (h) In case the said premises shall be destroyed or damaged as in Clause 5(g) herein and if the Landlord so thinks fit shall be at liberty to terminate this Agreement hereby created by notice in writing and upon such notice being given the term hereby created shall absolutely cease and determine without any compensation to the Tenant but without prejudice to any right of action of the Landlord in respect of any antecedent breach of this Agreement by the Tenant.
- (i) In the event of en-bloc redevelopment of the Premises or the Landlord selling the Premises and the purchaser requests for vacant possession or the Landlord requiring the Premises for owner or family occupation, the Landlord shall be at liberty by giving two month notice in writing to terminate the Tenancy hereby created. Under such circumstances, the Landlord shall refund the deposit (less any amounts due to the Landlord) to the tenant without interest and the Tenant shall have no further claims whatsoever against the Landlord.
- (j) Any notice required under this Agreement shall be sufficiently served if it is sent by post in a registered letter addressed to the Tenant or the Landlord or other person or persons to be served by name at their address specified herein at the last known place of abode or business. A notice sent by registered letter shall deem to be given at the time when it ought in due course of post to be delivered at the address to which it is sent.
- (k) The law applicable in any action arising out of this lease shall be that governing the Republic of Singapore and the parties hereto submit themselves to the jurisdiction of the law of Singapore.

6. Stamp Duty

The stamp duty on the original and duplicate of this Agreement shall be borne by the Tenant and paid forthwith.

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

SIGNED by the Landlord:

Name : GURDIP SINGH

NRIC No. : S2014902G

Witness:

SIGNED by the Tenant:

Name : SAKURAMOTO KENJI

WORK PASS : F2704108Q

Witness:

LIST OF AUTHORISED OCCUPANTS
125 Arthur Road #07-01 SINGAPORE 439829

List of occupants staying in 125 Arthur Road #07-01 Arthur Mansion, Singapore 439829:

<u>Name of Occupants</u> Employer (for WP holders)	<u>NRIC/Ppt No.</u>
---	---------------------

1. Main Tenant

Sakuramoto Kenji
Employer: Pactera Pte Ltd

(Employment Pass No: F2704108Q)

2. Other Occupants

Wilson Tan	(NRIC S8979533H)
Du Cheng	(NRIC S8978065I)
Capistrano Mark Aldrin Valencia	(FIN G5084414K)
Liang Aoling	(FIN G1736937M)

The Tenants are required to show all originals and provide produce photocopies of the above documents for the Landlord to keep and inform the Landlord of any additional or changed occupants in the premises, providing documents allowing them stay legally in Singapore.

INVENTORY LIST
125 Arthur Road #07-01 SINGAPORE 439829

1 LIVING ROOM

- a. Split Aircon with wireless remote
- b. Side Display Cabinet
- c. Divider Cabinet
- d. Curtains
- e. Living Room Sofa Set ***
- f. Coffee Table ***
- g. LED TV ***

2 DINING ROOM

- a. Display Cabinet
- b. Wall Art-Piece Mirror
- c. Curtains
- d. Dining Area Antique Light
- e. Full Wall Mirrors
- f. Round Dining Set with 4-6 chairs ***

3 MASTER BEDROOM / ATTACHED BATH

- a. Queen Sized Bed and Mattress
- b. 2 Bedside Tables
- c. Built in Wardrobe
- d. Display Cabinet
- e. Curtains
- f. Split Aircon with wireless remote
- g. Bathroom Cabinets / Shower Screen / Accessories

4 MASTER ANNEX (SECOND BEDROOM) / ATTACHED BATH

- a. Built In Wardrobe
- b. Built in Dressing Table and Chair
- c. Bedside Table
- d. Curtains
- h. Split Aircon with wireless remote
- e. Bathroom Cabinets / Shower Screen / Accessories

5 THIRD BEDROOM / ATTACHED BATH

- a. Queen sized bed with mattress
- b. Built in Wardrobe
- c. Curtains
- d. Split Aircon with wireless remote
- e. Ceiling Light / Fan
- f. Bathroom Cabinets / Shower Screen / Accessories

6 FOURTH BEDROOM

- a. Single bed with mattress
- b. 2 Book shelves
- c. TV Cabinet
- d. Curtains
- e. Split Aircon with wireless remote
- f. Study Table & Chair ***

7 KITCHEN

- a. Refrigerator
- b. Built-in Kitchen Cabinets
- c. Microwave Oven
- d. Cooker Hob
- e. Cooker Hood

8 SERVICE AREA / MAID'S ROOM

- a. Washing Machine and Dryer
- b. Mounted Shelves in Maid's room
- c. Spare Fridge (Landlord's Option)
- d. Bathroom Accessories

NOTES

Items marked "*" are purchased by the Tenant and are to be of a reasonable quality and are to be left behind at the end of the lease, subject to the discretion of the Landlord.***