

## **TENANCY AGREEMENT**

This lease made the \_\_\_\_ day of (month) \_\_\_\_ Two Thousand and \_\_\_\_  
(20 ). Between (name) \_\_\_\_ (hereinafter called "the Landlord")  
and (name) \_\_\_\_ (IC no. \_\_\_\_ ) of (address) \_\_\_\_  
\_\_\_\_ (hereinafter  
called "the Tenant" which expression shall where the context so admits include the executors,  
administrators and successors of the tenant) of the other part.

### **I. WHEREBY IT IS AGREED AS FOLLOWS:**

The Landlord lets and the Tenant takes ALL THAT premises known as (address) \_\_\_\_  
\_\_\_\_ (hereinafter called "the  
Premises") TO HOLD the same unto the Tenant for a period of \_\_\_\_ year(s) from the \_\_\_\_  
\_\_\_\_ to \_\_\_\_ (hereinafter called "the Term") paying during the said term:

1. Monthly and proportionately for any part of a month, the monthly rent of dollars \_\_\_\_  
\_\_\_\_ GIRO UOB account \_\_\_\_  
\_\_\_\_ (\$ \_\_\_\_ ) payable in advance on the last day of the previous month.

2. Monthly and proportionately for any part of a month a monthly service charge including  
sinking fund, if any, of dollars \_\_\_\_ n/a \_\_\_\_ n/a \_\_\_\_  
\_\_\_\_ (\$ \_\_\_\_ n/a \_\_\_\_ ) payable in advance on the last day of the previous month and this amount may  
be subject to revision by way of increases or additional levy at the times and in the manner hereinafter  
appearing.

### **II. THE TENANT AGREES WITH THE LANDLORD AS FOLLOWS:**

#### **1. PAYMENTS:**

1.1 to **pay the said monthly rent and the said monthly service charge** including sinking fund, if any,  
aforesaid and any increase or additional levy in the said service charge and/or sinking fund at the times  
and in the manner hereinafter appearing without any deduction whatsoever.

1.2 The tenant **to pay a deposit** of Dollars \_\_\_\_  
\_\_\_\_ (\$ \_\_\_\_ ) equivalent to \_\_\_\_ months' rent and service charge upon  
the signing of this Agreement to be held by the Landlord as security for the due observance and  
performance by the Tenant of the stipulations terms and conditions of this Agreement, which sum shall  
be maintained at this figure during the Term and shall not be deemed to be or treated as payment of the  
rent or service charge, and the same shall be refunded to the Tenant without interest on the  
determination of the Term less such sum as may be due to the Landlord. In the event of any deduction  
being made by the landlord from the said deposit in accordance herewith, the tenant shall on demand  
forthwith deposit the amount so deducted and failure by the tenant to do so shall entitle the landlord  
forthwith to re-enter the premises and to determine this tenancy agreement as herein provided. The  
whole of **the deposit** herein before mentioned **shall be forfeited if** for any reason whatsoever **the  
tenant commits a breach** or breaches of any or all of the covenants herein contained such breach; shall  
for the purposes of this lease be deemed to be fundamental but otherwise the deposit shall be refunded  
to the tenant when it surrenders possession of the premises in a tenantable condition at the expiration  
of the term hereby created less reinstatement or incidental expenses incurred by the landlord; provided  
that forfeiture of the said deposit by the landlord shall not in any way prejudice, impair or affect the  
landlord's right, claim, demand or action against the tenant for any antecedent breach or for any default  
act or omission on the part of the tenant under this agreement.

1.3 if shop is for F&B, to **pay for an installation of a grease trap if no grease trap. If there is a grease trap and exhaust filtration system, then to maintain such systems in good condition.**

1.4 to **pay any increase in the property tax** and any surcharge payable to the Comptroller of Property Tax or other competent authority over and above the amount of the property tax payable by the landlord on the first assessment of the premises attributable to any increase in the annual value of the premises or to an increase in the rate of the property tax payable.

1.5 to **pay and discharge all rates**, taxes, duties, charges, assessments, PUB and telecommunication charges and outgoing whatsoever which now and hereafter at any time during the Term may be assessed, charged or imposed upon the Premises or any part thereof or on the owner or occupier in respect thereof Excepting property tax payable in respect thereof which shall be paid by the Landlord. In the event of such rates, taxes, duties, charges, assessments, PUB and telecommunication charges and outgoing whatsoever not being separately metered, to pay to the landlord a proportionate part of the cost thereof, such cost to be calculated by the landlord and notified to the tenant by a statement in writing, such statement to be conclusive as to the amount thereof.

1.6 to **pay** to the landlord all **charges**, costs and expenses incurred by the landlord at any time during the continuance of the term **in abating any nuisance pursuant by the local authority** or the landlord (other than a nuisance in respect of any defect in the main structure of the premises).

1.7 to **pay the cost of all internal partitions** within the premises and the cost of installing such partitions including all doors, air-conditioning vents, glass and other items including in, or incidental to the same, all additional lights and power outlets, switches and telephone outlets, and any alteration to the air-conditioning which may be required by reason of the position of any such partitions, together with all architects' and other consultants' fees if any incurred in connection with the same.

1.8 to **pay for reinstatement**: upon the determination of this lease the landlord may reinstate the premises to its original condition at the tenant's cost and this cost may be deducted from the said deposit but nothing herein contained shall mean that is obligatory on the landlord to reinstate the premises as aforesaid - the obligation to do so being on the tenant at its expense.

## 2. LIMITATIONS OF USE:

### 2.1 LEGAL LIMITATIONS:

**not to use** the premises or any part thereof **for any unlawful purpose.**

**not to do** or permit or suffer to be done **anything whereby the policy or policies of insurance on the building become void** or voidable or whereby the rate of premium thereon may be increased and to repay to the landlord all sums paid by the landlord by way of increased premium and all expenses incurred by the landlord in or about the renewal of such policies rendered necessary by a breach or non-observance of this covenant.

**not to expose the landlord to any penalty**, fine or forfeiture whatsoever by committing or permitting any person to commit a breach of any law, rules and regulations regulation any business carried on upon the premises or any part thereof or of any provision of the Environmental Public Health Act or the local Government Integration Act or of any rules or regulations made thereunder affecting the premises or any part thereof or the said building.

### 2.2 LIMITATIONS ON THE USE OF THE PREMISES:

**not to use** the premises or any part thereof **other than as a shop** with relevant license unless and until it shall have applied for and obtained the necessary permits, approvals and licenses from the competent authority as required by any written law, rules or regulations, and all fees and other charges connected therewith shall have been paid by the tenant.

**not to permit any auction** to take place on the premises.

**not to reside** or permit any person to reside or sleep in the premises or any part thereof.

**not** without the prior written consent of the landlord **to permit the vendors** of food or drink or the servants or agents of such vendors to bring **on to the premises** or any part thereof food or drink for consumption by the occupiers of the premises save and except in the case of the contractor given the right by the landlord to provide a food and drink service for the occupiers of the building.

**not to keep** permit or suffer to be kept any **animals**, fishes, reptiles or birds in or about the premises.

**not to assign, sublet, underlet, or part with the possession of the premises or any part thereof to any person or persons or firm or corporation without the consent in writing of the landlord first had and obtained.**

**not to block up, darken, obstruct, obscure, cause to be obstructed or suffer: any of the windows or lights belonging to the premises or to the landlord; any entrances, halls, staircases, landings and passages leading to the premises**

**not to bring** or allow to be brought on to the demises premises or any part of the building used in common with the landlord and other lessees **any machines** or machinery save and except such equipment as is required for the purpose of the tenant's business.

**not to affix, paint or otherwise exhibit or permit to be affixed, painted or otherwise exhibited upon any part of the premises any sign, announcement, placard, poster, advertisement, name-plate, flag, flagstaff or any other thing whatsoever on the exterior of the premises or on the windows or doors thereof or in or about any part of the building except such as shall be approved in writing by the landlord**

**not to drive nails or screws into or in any way damage or deface any floors, ceilings, walls, partitions or any part thereof**

**not to keep** or permit to be kept on the Premises any materials of a dangerous or **explosive** nature or of a kind which may contravene any local statute or regulations or by-law or may cause the insurance policy in respect of the Premises to become null and void.

### 2.3 LIMITATIONS ON THE USE OF THE COMMON AREA:

**not to do or permit to be done any act or thing which may become a nuisance to or give cause for reasonable complaint from the occupants or other parts of the building; or in any way interfere with the quiet or comfort of the occupants of adjoining premises.**

**not to throw, place, store or allow to fall, cause or permit to be thrown, any goods, things, sweepings, rubbish, waste paper or any substances upon, to obstruct, to litter, or to make untidy any common area in the building; and the tenant shall on demand pay to the landlord the amount of damages resulting from the herein mentioned act by the tenant or by any of the tenant's employees or visitors.**

### 2.4 LIMITATION ON THE USE OF SERVICES:

**not to place or take into the passenger lifts any baggages, parcels, sacks, bags, or other goods save only light articles as brief-cases, attaché cases and handbags.**

**not to add to or in any way interfere with** (otherwise than for the purpose of complying with its obligations hereunder for the repair of the same) the **electric cables**, switches, junctions, points, pipes, taps or other apparatus installed in connection with the supply or use of electricity, hot / cold water, gas or telephone installation.

**not to use or permit to be used any heating or cooling devices or any other devices or machines which may interfere with the efficient running of the air-conditioning system.**

**not to use or cause to permit to be used for any purposes other than for those for which they were constructed the light areas, lift shafts, water-closets, lavatories, conveniences and other services in the building.**

## 3. MAINTENANCE OF THE PREMISES:

### 3.1 INTERIOR:

to provide and **replace all electric light bulbs**, tubes and globes in the premises which may become damaged, broken or fail to light.

to **keep all doors and other means of access to the premises securely fastened** on all occasions when the premises are left unoccupied.

to **keep the premises (including the interiors, all improvements & additions and any fixtures & fittings) in good and tenantable repair, working order and condition.**

**before any safe, furniture, partition or fitting is moved into or out of the building, to give due notice of the intention to move the same to the landlord, or to its building supervisor, or representative of the landlord for the time being, and shall not move the same otherwise than under the supervision of the landlord's building supervisor for the time being and at a time approved by the landlord.**

### 3.2 NOTICES, RULES AND REGULATIONS:

**to execute all works**, on or in respect of the premises at the tenant's own expense now or from time to time throughout the term, lawfully **required by any competent authority** whether the said work shall be required to be executed by the landlord or by the tenant

to forthwith **give notice** to the landlord or its building supervisor **of any damage** that may occur to the premises **and** of any **accident** to or defects in the water pipes, electrical wiring or fittings fixtures or other facility provided by the landlord.

**should any infectious disease transpire** in or about the premises to forthwith give written notice thereof to the landlord or its building supervisor, and thoroughly **to fumigate** and disinfect **the premises** at the tenant's own expense to the satisfaction of the government health officer.

**should the tenant receive any notice from the government** or any statutory public or municipal authority with respect to the premises, **to forthwith give notice thereof in writing to the landlord.**

the tenant shall not do or omit or suffer to be done or omitted any act matter or thing in on or respecting the premises required to be done or omitted (as the case may be) by the planning act or any other written law or which shall contravene the provisions of the same act or any other written law and at all times hereafter shall indemnify and keep **indemnified the landlord against all actions** proceedings costs expenses claims and demands in respect of any such act matter or thing contravening the same provisions.

**at all times** during the term hereby created to **comply with** all such requirements as may be imposed upon the occupier by any statute now or hereafter in force and any **orders**, rules, regulations, requirements and notices thereunder.

to perform and **observe all rules** and regulations **made by the landlord and the management corporation** so far as they relate to the premises or any part thereof and the building respectively. And it is hereby agreed and declared that a breach or non-observance of such rules and regulations shall be deemed to be a breach of the tenant's obligations and agreements.

### 3.3 LANDLORD TO ENTER THE PREMISES:

to **permit the landlord** and its duly authorized agents with or without workmen and others and with or without appliances at all reasonable times to enter upon the premises and **to view the condition** thereof and to do such works and things as may be required for any part or parts of the building and forthwith to repair, amend and make good in a proper and workman like manner any defects for which the tenant is liable and of which written notice shall be given to the tenant or left on the premises and to pay the costs of the landlord's surveyor or otherwise in respect of the preparation of such notice and if the tenant shall not within seven (7) days after the service of such notice proceed diligently with the execution of such repairs or works then the landlord may enter upon the premises and execute such repairs or works and the cost thereof shall be a debt due from the tenant to the landlord and recoverable forthwith by action.

to **permit the landlord** during the three months immediately preceding the determination of the lease to affix and retain without interference upon any part of the premises a notice for reletting or selling the same and during the said months to permit all persons with authority from the landlord or its agent at reasonable times of the day **to view the premises.**

**at the end of the term** hereby created **to yield up the premises** with the fixtures and fittings thereto **in such good and tenantable repair** and condition as aforesaid **and to surrender to the landlord all keys** giving access to all parts of the premises held by the tenant or any of the tenant's employees and visitors, irrespective of whether or not the same have been supplied by the landlord and remove at the tenant expense all lettering and distinctive marks or signs put by the tenant or the landlord for the tenant on any of the doors, walls, or windows of the premises or the building and make good any damage or disfigurement caused to such doors, walls, or windows by reason of such removal.

## 4. ALTERATIONS TO THE PREMISES:

4.1 **the tenant should not make** or permit to be made **any alterations** in or additions to, the premises or any part thereof, or to the landlord's fixture fittings and decorations therein, without the written consent of the landlord first had and obtained and if the landlord shall consent to such alterations or additions with such materials as shall be prescribed by the landlord to obtain at the tenant's own expenses all necessary planning and any other consents pursuant to the provisions of any statute, rule, order, regulation or bye-laws applicable thereto and comply with the conditions thereof and upon the determination of the term hereby created and if requested by the landlord the tenant shall restore the premises to their original state and condition at the tenant's expense.

4.2 upon request by the landlord the tenant shall produce to the landlord or its authorized agent all such notices, permissions, consents, **licenses**, approvals, agreements, receipts and other written documents in any way relating **to the said additions and alterations** and allow the landlord or its agent to make copies thereof.

4.3 in any case where planning permission has been granted subject to conditions as to the discontinuance of any permitted use or the removal of any structure erected pursuant to such permission the landlord shall be entitled to require the tenant to provide security for compliance with such conditions and no work shall be commenced or change of use instituted until such **security shall have been provided to the satisfaction of the landlord**.

4.4 at its own expense the tenant will **remove** any such erection or **alteration made without** such **previous consent** in writing by the landlord or in respect of which the permission of the relevant authority is withdrawn or has lapsed and will at its own expense comply with every order of such authority requiring the removal or demolition or other work in connection with such erections or alterations. In all removal, demolition or other work, to restore all parts of the premises affected thereby to a leasable condition.

4.5 at all reasonable times **the tenant will allow the landlord or its authorized agent to enter upon the premises** both for the purpose of seeing that no unauthorized erections or alterations have been made and for the purpose of seeing that authorized erections and alteration are carried out in accordance with the consent given hereunder and the permission granted by the relevant authority.

### **III. THE LANDLORD AGREES WITH THE TENANT AS FOLLOWS:**

**The tenant paying the rent** and service charge hereby reserved, and observing and performing the several agreements and conditions herein contained and on the tenant's part to be observed and performed, **shall peaceably hold and enjoy the premises** during the said term without any interruption by the landlord or any person lawfully claiming under or in trust for the landlord.

**The management corporation shall be solely responsible for the provision of the lift** and escalator service, the air-conditioning service and the lighting of common corridors and public lavatories for the premises. The duration of such services during any one twenty-four hour period shall be at the management corporation's sole discretion.

**The landlord shall pay all present and future property taxes**, rates, taxes, assessments, impositions and outgoing imposed upon or in respect of the building or any part thereof save and except such as are herein agreed to be paid by the tenant.

### **PROVIDED ALWAYS, AND IT IS AGREED AND DECLARED AS FOLLOWS:**

#### **1. PAYMENTS**

##### **1.1 UNPAID RENTAL:**

The tenant **to pay the reserved rent** on the day and in the manner aforesaid.

**If the rent** or service charge hereby reserved or any part thereof shall at any time be **unpaid for seven (7) days** after becoming payable (whether formally demanded or not); or

**if any agreement** or condition on the tenant's part herein contained shall **not** be **performed** or observed; or

**if the tenant shall become bankrupt**, or have a winding-up order made against him, or make any assignment for the benefit of creditors or enter into an agreement or make any arrangement with creditors; or

**if the tenant being a company shall go into liquidation** whether voluntary or compulsory;

then and in any of such cases **it shall be lawful for the landlord** at any time thereafter **to re-enter and repossess the premises** or any part thereof and this lease shall immediately cease but without prejudice to the right of action of the landlord against the tenant in respect of any unpaid rent or service charge or any antecedent breach of any of the tenant's agreements herein contained. And the landlord will be indemnified from any damage to any goods within the premises from whatsoever cause

##### **1.2 LATE PAYMENT:**

**The tenant to pay** interest at the rate of fifteen per cent (15%) per annum with a minimum of \$200 for **late payment** of all monies due under this lease if the said monies remain unpaid for two (2)

working days after its due date (whether formally demanded or not). The landlord shall be entitled to recover such interest from the tenant as if such interest were rent in arrears. Nothing in this clause shall be deemed to restrict, limit or prejudice any right power or remedy of the landlord in respect of such monies.

### 1.3 OTHER FEES:

**The tenant shall pay all legal fees** (including the landlord's solicitors' charges on a solicitor and client basis), stamp duty and all other disbursements and out-of-pocket expenses incurred in the preparation and completion of this Agreement, and in connection with any surrender or other termination thereof otherwise than by effluxion of time or with any claim or legal proceedings which may be brought by the landlord against the tenant in connection with or arising out of this agreement.

**The tenant shall pay an administrative fee** of dollars \_\_\_\_\_ (\$ \_\_\_\_\_ ) and the stamp duty on the said lease including the duplicate.

1.4 **All damage caused** to the building or any part thereof or to the lifts **by the tenant**, or anyone on his behalf, shall be made good by the tenant, or if the landlord so elects, by the landlord at the expense of the tenant. **The tenant shall pay to the landlord the cost of such damage** made good by the landlord within ten (10) days of the landlord notifying the tenant of the amount thereof.

## 2. THE PREMISES

The **tenant shall accept as final and conclusive the area of the premises** as specified in this lease, with no deductions for walls, columns and mullions.

The landlord will on the written request of the tenant made not less than six (6) calendar months before the expiration of the term hereby created and if there shall not at the time of such request be any past, existing breach or non-observance of any of the agreements and conditions on the part of the tenant herein contained at the expense of the tenant **grant to the tenant a lease of the premises for a further term of \_\_ONE\_\_ years** from the expiration of the term hereby created. The tenant on giving the aforesaid notice shall execute a fresh lease on terms and new rent to be mutually agreed upon between the parties.

It is expressly agreed that without prejudice to the generality of any of the provisions of this lease the landlord may determine the term hereby created absolutely and with or without notice **re-enter the premises in the event that the tenant** their servants or agents shall do or omit to **do any thing or act that is contrary to any** rules, regulations made by the landlord or management corporation or any written **law**, rules, regulations or orders whether or not the doing or omission aforesaid shall render the landlord liable to any fine, forfeiture or penalty.

## 3. MANAGEMENT CORPORATION:

In the event of **any increase in the cost** to the landlord of providing the services herein such increase shall take effect from the date as determined **by the management corporation** on the 1st day of the calendar month next following a notice from the landlord notifying the tenant of such increase whichever is the earlier and the increased service charge shall thereafter be payable at the same time and in the same manner as herein before mentioned. Provided always that in the event of any dispute as the increase a certificate by a surveyor or chartered accountant appointed by the landlord or in the case where the management corporation has been formed then a copy of the notification from the management corporation shall be accepted as final. The landlord or the management corporation may at its absolute discretion withhold add to extend **vary** or make any alteration in **the rendering of the services** referred to herein or any of them from time to time if the landlord at its like discretion deems it desirable to do so for the more efficient conduct and management of the building.

## 4. INDEMNITY

### 4.1 LANDLORD INDEMNIFIED:

notwithstanding anything herein contained the **landlord shall not be liable to** the tenant or others; nor shall the tenant have any claim against the landlord in respect of **any interruption in any of the services** whatsoever.

notwithstanding anything herein contained the landlord shall not be liable to the tenant or others not shall the tenant have any claim against the landlord in respect of any act **omission or negligence of**

**any** porter, attendant or other **servant** or employee of the landlord in or about the performance or purported performance of any duty relating to the provision of the said services or any of them and it is further provided that the tenant is not permitted to withhold rental payment inclusive of service charges payable to the landlord in the event that either or any of the landlord's agreements in this lease agreement has not been fulfilled.

the landlord shall not be liable for any **damage to any goods**, furniture and fittings or for **bodily injury** or death to any person in upon the premises whatsoever.

if any time during the continuance of this lease any competent authority shall prevent the tenant from using the premises for the purpose permitted under the terms of this lease for a period exceeding three (3) months the lease hereby created shall at the option of the landlord provided always that the landlord shall not be liable to **pay any compensation** in respect of any interruption or occupation of other loss or damage whatsoever and however caused by, or requested by such competent authority..

**the tenant shall indemnify and keep indemnified the landlord** from and against:

- all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever.

- all loss and damage to the premises to the building and to all property therein caused by the tenant or the tenant's employees, agents, independent contractors, licenses, clients, customers, or visitors and in particular but without limiting the generality of the foregoing caused by the use or misuse, waste or abuse of water or electricity of faulty fittings or fixtures of the tenant.

#### 4.2 LANDLORD'S RIGHTS:

**No consent** or waiver expressed or implied by the landlord to or of any breach of any agreement, condition or duty of the tenant **shall be construed as a consent** or waiver to or **of any other breach** of the same or any other agreement condition or duty and shall not prejudice in any way the rights, powers and remedies of the landlord herein contained.

**nothing herein contained shall confer on the tenant any right to enforce any agreement** or agreement relating to other portions of the building by the landlord or limit or affect the right of the landlord in respect of any such other premises to deal with the same and impose and vary such terms and conditions in respect thereof in any manner as the landlord may think fit.

#### 5. NOTICES:

**Any notice under this lease shall be in writing.** Any notice to the tenant shall be sufficiently served if left addressed to the tenant on the premises or sent to the tenant by registered post or left at the tenant's last known address in Singapore and any notice to the landlord shall be sufficiently served if sent by registered post to the registered office for the time being of the landlord. A notice sent by registered post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent.

#### 6. Change of Ownership:

Any change by Tenant in the form of its legal organization (such as, for example, a change from a general to a limited partnership), any direct transfer of 50% or more of Tenant's assets or of Tenant's stock, membership, partnership or other direct equity interests shall be deemed an "assignment" of this lease requiring Landlord's prior written permission.

**IV. IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS THE DAY, MONTH AND YEAR ABOVE WRITTEN.**

Signed by TENANT Name \_\_\_\_\_, NRIC \_\_\_\_\_,

Signature \_\_\_\_\_

in the presence of Name \_\_\_\_\_, NRIC \_\_\_\_\_,

Signature \_\_\_\_\_

Signed by Landlord Name \_\_\_\_\_, \_\_\_\_\_,

Signature \_\_\_\_\_

in the presence of Name \_\_\_\_\_, NRIC \_\_\_\_\_,

Signature \_\_\_\_\_

<b><u>Schedule</u></b>	<b>Quantity</b>	<b>Item (Description)</b>	<b>Replacement Cost (each)</b>
_____		keys	
_____		_____	_____
_____		_____	_____
_____		_____	_____
_____		_____	_____
_____		_____	_____
Total	_____		