

TENANCY AGREEMENT (RESIDENTIAL)

THIS AGREEMENT is made on the _____ day JULY month 2021 year

BETWEEN

Name: [REDACTED]

NRIC: [REDACTED]

(hereinafter known as "the Landlord" which expression where the context so admits shall include the Landlord's successors and assigns) of the one part.

AND

Name: YANG RENLORD NICHOLAS

PP No. : [REDACTED]

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

WHEREBY IT IS AGREED AS FOLLOWS:

1. The Landlord agrees to let and the Tenant agrees to take all that premises know as Stars of Kovan [REDACTED] Singapore 534732 (hereinafter called "the premises") together with the furniture, fixtures and other effects therein (as more fully described in the Inventory List attached) for a period of **Twenty-Four (24)** months commencing from **6th** day of **August 20 21** and end on **5th** day of **August 2023**, at the monthly rental in the sum of Singapore Dollars [REDACTED] payable monthly in advance without deduction whatsoever on the **6th** day of each calendar month via bank Giro as per following details;

Bank: [REDACTED]

Account Name: [REDACTED]

Account Number: [REDACTED]

2. The Tenant shall pay to the Landlord the sum of Singapore Dollars **Five Thousand Eight Hundred Only (\$5,800/-)** which is equivalent to **Two (2)** months 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 of the tenancy provided the Tenant shall have duly performed and observed the stipulations and agreements the said sum shall be refunded within **fourteen (14) days** at any expiry or lawful termination of this tenancy without interest to the Tenant **but otherwise the same or part thereof shall be used by the Landlord to offset any payments owing by the Tenant without prejudice to the right of the Landlord to recover all monies which may become due or payable by the Tenant under this Agreement**

SECURITY DEPOSIT

should have insisted on the conditions at which security deposit may be withheld.

3. 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.
- (b) To pay all charges due in respect of any telephone, supply of water, electricity, gas and any water borne sewerage system and/or other equipment installed at the said premises, including any tax payable thereon.
- (c) 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.
- (d) At the Tenant's own cost and expense to **keep the interior of the premises including the sanitary and water**

RENT/HIRING SERVICE CHARGES

PAYMENT OF OUTGOINGS

NOT TO VOID INSURANCE

REPAIR OF DEMISED

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what is meant by "good and tenantable repair and condition/ fair wear and tear" should be explicitly defined

- apparatus, doors and windows in good and tenantable repair and condition, fair wear and tear excepted,** PREMISES
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.
- (e) To provide and replace electric bulbs and tubes at the Tenant's own expense. REPLACE ELECTRIC BULBS
- (f) 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 taking a new tenant during two (2) calendar months immediately preceding the termination of the tenancy. ACCESS TO PREMISES – NEW TENANT
- (g) To permit persons with authority from the Landlord at all reasonable times by prior appointment to enter and view the Premises whenever the Landlord wants to sell the Premises. ACCESS TO PREMISES - POTENTIAL PURCHASER
- (h) 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 for the purpose whether of viewing the condition thereof or of doing such works and things as may be required for any repairs, alterations or improvements whether of the said premises or of any parts of any building to which the said premises may form a part of or adjoin. ACCESS TO PREMISES FOR REPAIRS
- (j) Not to assign, sublet or part with the possession of the said premises or any part thereof without the written consent of the Landlord, whose consent shall not be unreasonably withheld, in the case of respectable or reputable person or corporation. SUBLETTING
- (k) 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. The tenant shall make good all unauthorized alteration at his own cost and/or expense at the natural or premature termination of this tenancy. NO UNAUTHORISED ALTERATIONS
- (l) 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 neighbouring 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. NOT TO CAUSE NUISANCE
- (m) To use the premises as a private dwelling house only and not for any immoral or illegal or other purpose. PERMITTED USE OF PREMISES
- (n) To take up a service contract with a competent air-conditioner maintenance contractor once every Three (3) months. The Landlord shall pay for all necessary repairs and/or replacement of the air-conditioning units or parts. However, the Landlord shall not be responsible for repairs and/or replacement of the air-conditioning units or parts if the Tenants failed to show proof of regular maintenance contract as stipulated. Under such circumstances, the Tenant shall be fully responsible for the repair and/or replacement of the air-conditioning unit or parts. SERVICE OF AIRCON
- (o) To be responsible for all minor repairs and routine maintenance of the premises not exceeding S\$ 150/- per job/repair, per item throughout the term of the said lease. In the event any repair and/or maintenance exceeds S\$ 150/- per job/repair, per item, then the initial S\$ 150/- shall be borne by the Tenant and any excess to be borne by the Landlord. MINOR REPAIRS
- (p) 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. DANGEROUS MATERIALS
- (q) To maintain the garden and fencing, if any, surrounding the Premises in a neat and tidy manner at the Tenant's own expenses. **archaic and ridiculous text in a Legal document**
i should have asked for this line to be struck out MAINTAIN GARDEN
- (r) 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, **fair wear and tear and act of God excepted.** **again "fair wear and tear" should have been explicitly defined.** YIELDING UP OF PREMISES
- (s) 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 landlord. REGISTERED OCCUPANTS
- (t) To insure for personal chattels against theft, loss or damage by fire. INSURANCE
- (u) 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 COMPLIANCE WITH LAW AND RULES

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thereunder or made by other competent authority. The Tenant shall bear all summonses or fines whether directly or indirectly caused by the Tenant.

4. The Landlord hereby agrees with the Tenant as follows:-

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|--|---|
| (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. | DEFAULT OF 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. | WAIVER OF DEFAULTS |
| (c) 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 ten percent (10%) per annum. Amount unpaid calculated as from the date payable. | INTEREST FOR RENT ARREARS |
| (d) 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 shall be required by the Tenant to leave Singapore permanently on a job transfer or if the said occupier's employment with the said Tenant is terminated for any reason whatsoever. Provided always that the said written notice shall be accompanied by documentary evidence providing the event relied upon by the Tenant in the said written notice. | DIPLOMATIC CLAUSE |
| (e) If the Tenant is in breach of any clause and /or terminates this tenancy prematurely / exercise the diplomatic clause, then the Tenant shall reimburse the Landlord commission paid to the Agency on a pro-rata basis for the remaining unfulfilled term. The Landlord has the right to deduct such reimbursement of the commission from the security deposit as stipulated by Clause 2 above. | REIMBURSEMENT OF COMMISSION FOR PREMATURE TERMINATION |
| (f) 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 deemed 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. | SERVICE OF NOTICE |
| (g) That the Landlord shall on the written request of the Tenant made not less than two (2) 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 the tenancy hereby created at the prevailing market rent and upon the same terms and conditions. In the event that the Landlord should grant the Tenant an extension of the said term herein then the Landlord and the Tenant shall pay the agency renewal commission either:
i) at the prevailing industrial rate plus GST; or
ii) Half month of rent plus GST at the prevailing rate for every one (1) year or less period of extension of lease. | OPTION TO RENEW |
| (h) 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 be unfit for occupation and use by reason of such damage. | UNFITABILITY OF PREMISES LEADING TO SUSPENSION OF RENT |
| (i) In case the said premises shall be destroyed or damaged as in Clause 5(h) herein and if the Landlord or the Tenant so thinks fit shall be at liberty to terminate the tenancy hereby created by notice in writing and upon such notice being given the term hereby created shall absolutely cease and determine but without prejudice to any right of action of the Landlord in respect of any antecedent breach of this Agreement by the Tenant. | LEADING TO TERMINATION |

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(j) In the event of Enbloc Redevelopment the Landlord shall be at liberty by giving three months notice in writing to determine the tenancy hereby created and shall refund the deposit to the tenant without interest. Neither party shall have any claims against the other. **ENBLOC RE-DEVELOPMENT**

(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. **GOVERNING LAW**

(l) It is expressly understood by the Landlord that the commission paid to **PROPnex REALTY PTE LTD** as the brokerage fee in this transaction has been fully earned for services rendered and there shall be no claim made by the Landlord against **PROPnex REALTY PTE LTD** for a refund of the commission should the Tenant prematurely terminate the tenancy herein or for any other reasons. **COMMISSION EARNED**

6. The stamp duty on the original and duplicate of this Agreement shall be borne by the tenant and paid forthwith. **STAMP DUTY**

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

SIGNED by the Landlord

(With Company stamp affixed where applicable)

Name : _____)

NRIC No. : _____)

In the presence of

Name : _____)

NRIC No. : _____)

SIGNED by the Tenant

(With Company stamp affixed where applicable)

Name : YANG RENLORD NICHOLAS)

P/P No. / FIN No. : _____)

In the presence of

Name : _____)

NRIC No. : _____)

List of occupants: (NIL)

The Landlord: Please inspect the original employment or work pass, original travel and identification documents of the prospective foreign tenants.

The Tenant and Occupants are required to inform the Landlord of any visitors staying in the house from time to time.

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