# **TENANCY AGREEMENT**

THIS AGREEMENT IS made on the <u>25th</u> day of <u>August</u>	, 20 <u>25</u>	
BETWEEN		

Name: <u>Ng Hon Thong</u>

NRIC/FIN No.: <u>S8284231D</u>

(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:
 MOON SEOKHYUN

 UEN No.:
 M4567929W

(hereinafter known as the "Tenant/s" 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:

The Landlord agrees to let and the Tenant/s agrees to take all that premises known as <u>33 Rochester Dr #16-07. Singapore 138638</u> (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 <u>4 months & 5 days</u> commencing from <u>27/08/2025 to 31/12/2025</u> (the "Tenancy Agreement"), at the monthly rental of S\$ <u>5500</u> payable monthly in advance without deduction whatsoever on or before the <u>28th</u> day of each calendar month (the "Rent").

If 1 month advance rental is paid prior to the signing of this Tenancy Agreement by the Tenant/s, that advance rental will form the advance rental for the Tenancy Agreement. If no advance rental is paid prior to the signing of this Tenancy Agreement, the Tenant/s shall pay \_\_\_\_1 \_\_\_\_month advance rental upon the signing of this Tenancy Agreement.

All payments of Rent shall be made to the account of the Landlord and/or its representative at: POSB 108395117 If the payment is by GIRO, evidence of such GIRO arrangement shall be provided by the Tenant/s to the Landlord within 1 month from the commencement of this Tenancy Agreement.

- 2. The Tenant/s hereby agrees with the Landlord as follows:
  - (a) To pay the Rent at the times and in the manner aforesaid without any deduction whatsoever.

RENT

(b) The Tenant/s shall pay to the Landlord the sum of \$\$\_5500 (which is equivalent to 1 month(s) rental) upon signing this Tenancy Agreement to be held by the Landlord as a security deposit for the due performance and observance of the terms and conditions herein. If the Tenant/s fails to perform and/or comply with any of the conditions of this Tenancy Agreement, the Landlord shall be entitled to deduct such amount from the security deposit to remedy the breach and the balance thereof after deduction shall be refunded without interest to the Tenant/s within fourteen (14) days from the expiry or termination of the Agreement. The security deposit shall not be utilised by the Tenant/s to set off any Rent payable under this Agreement.

SECURITY DEPOSIT

If a good faith deposit or any payment which is intended to form the security deposit for this Tenancy Agreement is paid prior to the signing of this Tenancy Agreement by the Tenant/s, that good faith deposit or payment shall form part of the security deposit under this clause AND the Tenant/s shall top-up the balance payment of the security deposit, if any.

(c) 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 Premises, including any tax payable thereon.

PAYMENT OF OUTGOINGS

(d) The Parties agree that there shall be a defect-free period of 30 days which commences on the first day of the tenancy indicated above, where the Landlord shall not hold the Tenant/s responsible for any defects of any item, furniture and/or fittings in the Premises that are identified by the Tenant/s and brought to the Landlord's attention in writing. The Landlord shall be responsible for rectifying any defects so identified.

DEFECT FREE PERIOD

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(e) At the own cost and expense of the Tenant/s, to keep the interior of the Premises including but not limited to the sanitary and water apparatus, furniture, doors and windows, fixtures and fittings in good and tenantable repair and condition throughout the Term and to replace the same with new ones if damaged, lost or broken, and at the expiry or termination of this Tenancy Agreement, to yield up the Premises to the Landlord in good order and condition.

MAINTENANCE OF DEMISED PREMISES

(f) To be responsible for all replacement, minor repairs and routine maintenance of the Premises not exceeding \$\$ \_\_250\_ per job/replacement/repair/maintenance, per item throughout the term of the Tenancy Agreement. In the event any job/replacement/repair/maintenance exceeds \$\$ \_\_250\_ per item, then the initial \$\$ \_\_250\_ shall be borne by the Tenant/s and the excess to be borne by the Landlord. For jobs/replacement/repairs/maintenance above \$\$ \_\_250\_ . Landlord's approval must be obtained prior to them being carried out and the Landlord reserves the right to engage his own contractor.

MINOR REPAIRS/ MAINTENANCE/ REPLACEMENT

(g) To keep all air-conditioning units installed at the Premises in such like repair and condition as if the same were handed over to the Tenant/s by keeping the air-conditioning units serviced and maintained (Chemical wash & Gas top up whenever needed) at least once every 3 months at the expense of the Tenant/s by a qualified and reliable air-conditioning contractor. The Tenant/s must take up a service contract with such contractor for the servicing and a copy of the service contract is to be forwarded to the Landlord within 30 days of the commencement of the Tenancy Agreement. The receipts (where applicable) are to be forwarded upon the Landlord's request. The Landlord shall bear the cost and expense for the repair, replacement or renewal of parts, if any, arising from fair wear and tear and damage not caused by the willful default or negligence of the Tenant/s and/or permitted occupiers and guests. In the event that the air-conditioning units in the Premises are found to be not serviced and/or maintained at least once every 3 months by a qualified and reliable air-conditioning contractor, the Tenant/s shall bear the cost and expense for the repair, replacement or renewal of parts should any breakdown or malfunctioning occur.

SERVICE & MAINTENANCE OF AIRCON

(h) To be responsible for and to indemnify the Landlord from and against all claims and demands and against damage occasioned to the Premises or any adjacent or neighboring premises or injury caused to any person by any act, default or negligence of the Tenant/s or the servants, agents, licensees or invitees, guests of the Tenant/s.

TO INDEMNIFY THE LANDLORD

(i) Not to carry out or permit or suffer to be carried out alterations, additions, drilling, hacking or any changes of whatsoever nature to the Premises without the prior written consent of the Landlord. The Tenant/s shall make good such alterations at his own cost and/or expense at the request of the Landlord.

NO UNAUTHORISED ALTERATIONS

To permit the Landlord and its agents, surveyors and workmen with all necessary appliances to enter upon the Premises at all reasonable times by prior appointment for the purpose of viewing the condition thereof or for doing such works and things as may be required for any repairs, alterations or improvements whether of the Premises or of any parts of any building to which the Premises may form a part of or adjoin.

ACCESS FOR REPAIRS

(k) 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 on new tenant/s during 2 calendar months immediately preceding the termination or expiry of the Tenancy Agreement.

ACCESS TO VIEWING (NEW TENANT)

(I) 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 VIEWING (POTENTIAL PURCHASER)

(m) Not to assign, sublet or part with the possession of the Premises or any part thereof without the prior written consent of the Landlord, whose consent shall not be unreasonably withheld, in the case of a respectable or reputable person or corporation.

ASSIGNMENT/SUBLETTING

(n) Not to do or permit to be done anything on the Premises which shall be or become a nuisance/disturbance/ annoyance or cause injury to the Landlord or to the inhabitants of the neighbouring premises.

NOT TO CAUSE NUISANCE

(o) To use the Premises as a private dwelling house only and not for any illegal or other purposes. In the event of breach, this Tenancy Agreement shall be immediately terminated and the security deposit fully forfeited by the Tenant/s and will be paid to/confiscated by the Landlord without prejudice to any right of action of the Landlord in respect of any breach or any antecedent breach of this Tenancy Agreement by the Tenant/s.

**USE OF PREMISES** 

(p) Not to affix, paint or otherwise exhibit on the exterior of the said Premises, the windows or any part thereof, any nameplate, signboard, placard, poster or advertisement or any flagstaff or other things.

NO DISPLAY OF ADVERTISEMENT

q) Not to keep or permit to be kept on the Premises or any part thereof any materials of a dangerous, explosive or radioactive nature or the keeping of which may contravene any laws or regulations.

DANGEROUS MATERIALS

(s) To insure for Tenant's own personal chattels against theft, loss or damage by fire.

TENANT'S INSURANCE

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(t) To permit only occupiers who are registered herein to occupy the Premises. Substitution, addition or change of occupiers are subject to the prior written permission of the Landlord.

REGISTERED OCCUPIERS

(u) Not to keep or permit to be kept in the Premises or any part thereof any animal. Prior written permission of the Landlord must be obtained, and Tenant/s must comply with any conditions imposed by the Landlord in the event such permission is granted.

PETS

(v) No smoking allowed in the premises.

**SMOKING** 

(w) No placing or installation of altar in the premises

ALTAR

(x) To comply and conform at all times and in all respects during the continuance of this Tenancy Agreement with the provisions of all laws, acts, enactments and ordinances and rules, regulations, by-laws, orders and notices made thereunder or made by any other competent authority or the Housing Development Board. The Tenant/s shall bear all summonses or fines whether directly or indirectly caused by the Tenant/s. COMPLIANCE WITH LAW, RULES AND REGULATIONS

(y) At the expiration or earlier termination of the Tenancy Agreement to peaceably and quietly deliver up to the Landlord the Premises in like condition as if the same were delivered to the Tenant/s, fair wear and tear and acts of God exempted.

YIELDING UP

The Tenant/s shall further comply with the terms and conditions below:
 [Note: Long-Term Visit Pass, Student's Pass, and Dependant's Pass will be issued in digital format ONLY from 27 February 2023. Due diligence checks under this clause for such passes will be performed based on the digital copy. For such passes issued before 27 February 2023, the due diligence checks will still be performed based on the original copies.]

IMMIGRATION LAWS AND CHECKS FOR FOREIGN TENANTS/OCCUPIERS

- (a) The Tenant/s shall ensure that the Tenant/s and/or the occupiers of the Premises are lawfully permitted residents of the Republic of Singapore.
- (b) The Tenant/s further covenants with the Landlord that where any of the Tenant/s and/or occupier are Singapore Citizens or Permanent Residents, the Tenant/s shall:
  - Personally verify their original identity cards and/or other identification documents if identity card is not available.
  - (ii) Produce their original identity cards and/or other identification documents if identity card is not available, and provide copies for retention to the Landlord and/or his representing Salesperson.
  - (iii) Together with the occupier, meet (or via video conferencing) the Landlord and/or his representing Salesperson for face-to-face verification.
- (iv) inform the Landlord in writing in respect of any change in their citizenship status not less than 14 days prior to such change. If the change cannot be anticipated, to inform the Landlord as soon as practicable upon knowledge of such change.
- (c) The Tenant/s further covenants with the Landlord that where any of the Tenant/s and/or occupier are foreigners, the Tenant/s shall:
  - (i) Personally verify from original documentation that they have a valid employment pass, work permit, travel document or other papers granted by the Immigration & Checkpoints Authority, Ministry of Manpower or other relevant government authorities.
  - (ii) Ensure that they are in compliance with all relevant legislation, rules and regulations including the Immigration Act, Employment of Foreign Manpower Act (if applicable) and any other applicable law in the Republic of Singapore which relates to foreign residents.
  - (iii) Produce the following documents and provide copies for retention to the Landlord and/or his representing Salesperson:
    - their original identity cards/passports and other relevant documents evidencing their legal entry into Singapore for their stay/work before the commencement of this Tenancy Agreement; and
    - (2) their original identity cards/passports and other relevant documents evidencing their renewal or extension of their lawful stay/work in Singapore before the expiry thereof.
  - (iv) Together with the occupier, meet (or via video conferencing) the Landlord and/or his representing Salesperson for face-to-face verification.
  - (v) Inform the Landlord in writing in respect of any change in their particulars, immigration status or employment status not less than 14 days prior to such change. If the change cannot be anticipated, to inform the Landlord as soon as practicable upon knowledge of such change.
- (d) Where the Tenant/s notifies the Landlord of a change in occupiers, the Landlord is required to conduct all the necessary due diligence checks in this clause.

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- (e) The Tenant/s acknowledge that the Landlord is required to conduct regular checks to ensure compliance with such requirements.
- (f) Notwithstanding anything herein contained, if at any time during the Term of this Tenancy Agreement, any prohibited immigrant is found on the Premises, this Tenancy Agreement shall be immediately terminated and the security deposit fully forfeited by the Landlord without prejudice to any right of action of the Landlord in respect of any breach or any antecedent breach of this Tenancy Agreement by the Tenant/s.

#### 4. The Landlord hereby agrees with the Tenant/s as follows:

(a) The Tenant/s paying the Rents hereby reserved, performing and observing the terms and conditions herein contained shall peaceably hold and enjoy the Premises during the tenancy without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.

QUIET ENJOYMENT

(b) To pay all property tax, rates and assessments in respect of the Premises other than those agreed to be paid by the Tenant/s herein.

PAYMENT OF PROPERTY TAX

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

(a) If (i) the Rent hereby reserved shall be unpaid for <u>7 calender days</u> after being payable (whether formally demanded or not), (ii) the Tenant/s becomes bankrupt or enter into composition with the Tenant/s creditors or suffer any distress or execution to be levied on the Tenant/s' property, (iii) if the Tenant/s being a company shall go into liquidation whether voluntary (save for the purpose of amalgamation or reconstruction) or compulsory, (iv) the Premises is used for illegal activities, or (v) prohibited immigrant is found in the Premises, 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 Tenancy Agreement by the Tenant/s.

**DEFAULT OF TENANT** 

(b) In the event the Rent remains unpaid for 7 calendar days after becoming payable (whether formally demanded or not) it shall be lawful for the Landlord to claim an interest at 10% on an annual basis on the amount unpaid calculated from after the date due up to the date of actual payment. The recommended formula which is agreed by both parties will be as follows: monthly rental x 10%/365 (to derive interest for 1 day) x number of days payment is late.

INTEREST FOR RENT ARREARS

(c) If the Tenant is in breach of any clause and /or terminates this tenancy prematurely/ exercise the diplomatic clause, then the Tenant shall reimburse Landlord's 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. In the event that the security deposit, after deducting damages and compensation, is found to be insufficient to reimburse the pro rata agency commission owed by the tenant, the tenant shall be responsible for covering the remaining amount in cash to fully reimburse the agency commission. The tenant agrees to make this payment immediately after receiving notification from the landlord or their authorized agent.

REIMBURSEMENT OF PRO-RATA COMMISSION

(d) If this Tenancy Agreement is terminated by breach, the party in breach shall be liable to compensate the innocent party of the loss suffered as a result of the breach.

**COMPENSATION FOR LOSS** 

(e) That the Landlord shall on the written request of the Tenant made not less than 2 calendar months before the expiry of the tenancy and PROVIDED there shall not be any breach or non-observance of any of the terms and conditions by the Tenant during the term of the tenancy, the Landlord shall grant to the Tenant a tenancy of the said Premises for a further term of up to 12 months from the expiration of the tenancy hereby created at the prevailing market Rent and upon the same terms and conditions EXCEPT (i) this Option to Renew and (ii) the diplomatic clause (i.e. there will be no right to exercise diplomatic clause during the renewal TERM unless otherwise agreed by the parties). In the event of renewal or extension of the tenancy for a term of up to 12 months, the Landlord shall pay the agency renewal commission in accordance to the CEA Agreement signed between the relevant parties. For the avoidance of doubt, any extension or renewal of the lease hereunder shall be subject to HDB regulation and approval, where applicable.

**OPTION TO RENEW** 

(f) In case the 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 cause not within the control of the parties so as to be unfit for occupation and use, then and in every such case (unless the insurance money shall be wholly or partially

UNTENANTABILITY OF PREMISES LEADING TO SUSPENSION OF RENT

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irrecoverable by reason solely or in part of any act of default of the Tenant/s) 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 Premises (or part thereof) shall continue to be unfit for occupation and use by reason of such damage.

UNTENANTABILITY OF PREMISES LEADING TO TERMINATION OF LEASE

(g) In case the Premises shall be destroyed or damaged as per the sub-clause above, and if the Landlord or the Tenant/s so thinks fit, either party 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 either party in respect of any antecedent breach of this Tenancy Agreement by the other party.

ENBLOC RE-DEVELOPMENT

(h) In the event of enbloc redevelopment, the Landlord shall be at liberty by giving 2\_months' notice in writing to determine the tenancy hereby created and shall refund the security deposit to the Tenant/s (without interest) and neither party shall have any claims against the other.

**NON-WAIVER** 

(i) If one party breaches or defaults any of the terms and conditions in this Tenancy Agreement, and the other party waives such breach or default, that shall not be construed as a waiver of any similar breach or default in the future. If one party delays or omits to exercise any of its rights in this Tenancy Agreement, the delay or omission shall not operate as a waiver of any breach or default of the other party.

**STAMPING** 

(j) The stamp duty on the original and duplicate of this Tenancy Agreement shall be borne by the tenant/s and paid forthwith. **SERVICE OF NOTICE** 

(k) Any notice required under this Tenancy Agreement shall be sufficiently served if it is sent by post in a registered letter addressed to the Tenant/s 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 be 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.

**GOVERNING LAW** 

(I) This Tenancy Agreement is governed by the laws of the Republic of Singapore.

## **List of occupiers:**

- 1. MOON SEOKHYUN | M4567929W
- 2. KIM KYURHEE | M4576003T
- 3. JIN HAERIM | M4561756K4.
- 4. HAN KATIE JEESOO | M4576020T

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

SIGNED by the La (With Company sta	andlord amp affixed where applicable)	) Signature of Landl	ord
Name	: Na Hon Thona	)	
NRIC/ FIN No.	: S8284231D	- 1 Hanary	•
SIGNED by the Te	enant/s	) Signature of Tenar	nt:
(With Company sta	amp affixed where applicable)	) /	-
Name	: <u>MOON SEOKHYUN</u>		
UEN No.	: M4567929W		

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

The Tenant: The Tenant is required to inform the Landlord of any visitors staying in the house from time to time. The Tenant shall be responsible to ensure that the number of Tenants and occupiers shall not exceed the maximum occupants allowed by the authorities.

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Landlord Tenant

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