

Tenancy Agreement (PTE)

THIS AGREEMENT made on the _____ day of June 2020.

BETWEEN

Name : _____ **Landlord** _____

NRIC No. _____

Address : _____

(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

AND

Name / Passport No / Nationality: _____ **Tenant 1** _____ / **A12345678 / American**

_____ **Tenant 2** _____ / **B23456789 / Brazilian**

_____ **Tenant 3** _____ / **C34567890 / Canadian**

Address : _____

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

NOW IT IS HEREBY AGREED as follows:

1. The Landlord agrees to let and the Tenant agrees to take all that property known as _____ (herein after 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") TO HOLD unto the Tenant from the ____ day of June 2020 to ____ day of December 2020 for a term of **Six months**, at the rent of **DOLLARS Four Thousand Two Hundred (\$4,200)** per month on a fully furnished basis for ready to move in. The first month rent payment of \$4,200.00 is payable before moving in. Subsequent payment is payable monthly in advance without deduction whatsoever on the day of lease commencement each month via Direct Bank as per following details :

Bank name: United Overseas Bank

A/C name: _____

Bank code: _____, **Branch code:** _____

Account No: _____

Swift code: UOVBSGSG.

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

- (a) To pay the said rent at the times and in the manner aforesaid.
- (b) To pay a deposit of Singapore Dollars Four Thousand Six Hundred only.

SECURITY DEPOSIT

(\$4,200.00) being equal to One (1) month' 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

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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 utilized as set-off for any rent due and payable during the currency of this Agreement. In the event of a sale or disposal of the said premises by the landlord, the Tenant consents to the transfer of the security deposit to the new owner(s) of the said premises, and hereby agrees to release the Landlord from all obligations in respect of the security deposit.

- (c) To pay all charges due in respect of any mobile phones and WIFI or other equipment installed at the said premises, including any tax payable thereon. **TELEPHONE & WIFI CHARGES**
- (d) To pay all charges for the supply of water, electricity, gas and any water borne sewerage system, any such installations installed or used at the said premises, including any tax payable thereon. **UTILITY CHARGES**
- (e) To keep the interior of the said premises including the sanitary and water apparatus and the furniture and the 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 (except in the case of emergency where no appointment is required) 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**
- (g) To replace electric light bulbs and tubes and be responsible for all minor repairs and replacement of parts and other expendable items at its own expense up to Singapore Dollars One Hundred and 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 repairs above S\$150.00, Landlord's approval must be obtained prior to such repair and the Landlord reserve the right to engage his contractor. For avoidance of doubt this clause does not apply to any expenses incurred by the Landlord in 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 comply with all such rules and regulations and terms and conditions as may be imposed from time to time on occupiers of the building by the Management Corporation or other bodies (where applicable) for the proper management of the same. **COMPLY WITH MANAGEMENT CORPORATION**
- (i) 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**
- (j) To yield up the said premises at the expiration or sooner termination of this tenancy in such good and tenantable repair and condition (fair wear and tear excepted), including the dry **YIELD UP PREMISES**

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cleaning of curtains provided (if any) as shall be in accordance with the conditions, covenants and stipulations herein contained and with all locks keys and the furniture.

- (k) During the two (2) months immediately preceding the expiration of the tenancy herein, to permit the Landlord or its 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 or its 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 be sold subject to this tenancy. **SALE WITH TENANCY**

- (m) Not to make or permit to be made any structural alterations to the said premises. **NO UNAUTHORIZED ALTERATIONS**

- (n) To use the said premises strictly as private residence only and 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 reasonable cause for complaint from the occupants of neighbouring premises and not to use the said premises for any unlawful or immoral purposes. **USE OF PREMISES**

- (o) To keep the garden and boundary fences and hedges (if any) of the said premises in good order and condition. (NOT APPLICABLE). **MAINTENANCE OF GARDEN**

- i. 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. Change of the tenant with similar profile is permitted within the tenancy period as may be approved in writing by the Landlord from time to time, which approval shall not be unreasonably withheld. **SUBLETTING**

- (p) 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 UNAUTHORIZED STORAGE**

- (q) 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**

- (r) Only the three tenants are permitted to occupy the said premises, and provided that such occupancy is for the purpose stated in this Tenancy Agreement. **NO UNAUTHORIZED OCCUPANTS**

The Tenant shall at all times ensure that all occupants of the said premises comply with all applicable laws for entering and staying in Singapore, and without prejudice to the generality of this sub-clause:-

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(aa) The Tenant shall produce to the Landlord for inspection the originals of all occupants' identity cards/passports and other relevant documents evidencing their legal entry into and stay in Singapore before the commencement of this Agreement, and thereafter, before any new permitted occupant moves in; and

(bb) If the relevant Singapore immigration or work pass of an occupant expires during the term of this Agreement, the Tenant shall produce to the Landlord for inspection the originals of all occupants' identity cards/passports and other relevant documents evidencing their legal entry into and stay in Singapore on or before the expiry thereof.

(t) To indemnify and keep the Landlord indemnified (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 and any surcharges thereon, assessments and outgoings (except as otherwise provided in this Agreement) which are or may hereafter be charged or imposed on the said premises including any surcharges payable thereon. **TAXES**

(b) To insure the said premises against loss 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 structural condition of the said premises including sanitary pipes and electric wiring and to keep the roof of the said premises in good and tenantable repair and condition. **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 not be paid for seven (7) days after its due date 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 immediately absolutely determine 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 remaining 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 **DEFAULT IN RENT**

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actual payment.

(c) The Landlord shall not be liable to the Tenant or the Tenant's servants or agents or other persons in the said premises or persons calling upon the Tenant for any accidents happening, injury suffered, damage to or loss of any chattel property sustained on the said premises.

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 to 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

(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 Six (6) months 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. The calculation of the security deposit for the new term shall be based on the revised rent.

OPTION TO RENEW

(h) 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. Acceptance by the Landlord of the rent hereby reserved shall not be deemed to operate as a waiver by the Landlord of any right to proceed against the Tenant in respect of a breach by the Tenant of any of the Tenant's obligations hereunder.

WAIVER

(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 Six (6) months' advance notice in writing to the Tenant and to refund the security deposit (free from interest) to the Tenant

EN-BLOC NOTICE

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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) It is expressly understood by the Landlord and the 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 stamp duty on the original and duplicate of this Agreement and administrative charges payable shall be borne by the Tenant and shall be paid on the date of signing of this Agreement. **STAMP DUTY**

- (m) This Agreement shall be subject to the laws of the Republic of Singapore. **GOVERNING LAW**

- (n) 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**

IN WITNESS WHEREOF the parties have hereunto set their hands as shown below.

SIGNED by the Landlord

_____)
_____)

In the presence of:

)
)

SIGNED by the Tenants

Name : _____ Tenant 1 _____)

Name: _____ Tenant 2 _____)

Name: _____ Tenant 3 _____)

In the presence of:

_____ Agent's Name _____)

CEA Registration No. _____)

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