

TENANCY AGREEMENT (OFFICE)

THIS AGREEMENT is made on the ____ day of _____ (month) _____ (year)

BETWEEN

_____ (*NRIC / FIN Passport / UEN No.: _____) (hereinafter called "the Landlord" which expression shall where the context so admits include its legal representatives or successors-in title and permitted assigns) of the one part

AND

_____ (*NRIC / FIN Passport / UEN No.: _____) (hereinafter called "the Tenant" which expression shall where the context so admits include its successors and permitted assigns) of the other part.

WHEREBY IT IS AGREED as follows:

1. The Landlord lets and the Tenant takes all the office (hereinafter referred to as "the demised premises") known as _____ (hereinafter called "the said premises") together with the use of all the fixtures and fittings in the said premises.
2. The Landlord lets and the Tenant takes the premises and also the fittings, fixtures in the said premises for a period of _____ commencing from the ____ day of _____ (month) _____ (year) to the ____ day of _____ (month) _____ (year) at a calendar monthly rental of SINGAPORE DOLLARS _____ (S\$ _____) payable in advance free from all deductions, the first of such monthly payment to be made on or before the signing of this Agreement and subsequent payments on or before the ____ day of each calendar month to be credited to the following bank account:-

Bank Name : _____
Account Holder : _____
Account Type : _____
Account Number : _____

3. The Tenant shall also make a deposit with the Landlord an amount of SINGAPORE DOLLARS _____ (S\$ _____) by way of security for the due performance of the Tenant's covenants herein contained and the said deposit shall be retained by the Landlord without interest until the expiration of the said term and the said deposit or any part thereof may be applied by the Landlord in or towards making good any breach of the Tenant's covenants and subject as aforesaid and to clause 5(a) hereof of the same or the balance (if any) shall be refunded to the Tenant not later than fourteen (14) days after the expiry of the tenancy. This deposit shall not be utilized as set-off for any rent due and payable during the currency of this Agreement

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

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- (a) To pay the said rental to the Landlord in manner aforesaid without any deduction whatsoever.
- (b) To pay all charges for Internet, telephone, water, electricity and gas consumed in the said premises and government tax on the bills thereon.
- (c) At all times to keep the interior of the demised premises and the appurtenance thereof including the doors windows and other glass fixtures fittings fastenings wires waste water drain and other pipes and sanitary and water apparatus therein and the painting papering and decoration thereof in good and substantial repair and condition throughout the said term (except damage by fire and such other risk against which the Landlord shall have insured save where the insurance monies shall be rendered irrecoverable in consequence of any act or default of the Tenant) and to replace from time to time all the Landlord's fixtures fittings and appurtenances in the demised premises which may be or become beyond repair at any time during or at the expiration or sooner determination of the said term and without prejudice to the generality of the foregoing covenants, to clean all windows internally and other plate glass in the demised premises at least once in every month.
- (d) Not to make or cause to be made any damage, cut renovation or alterations in or additions (structural or otherwise) to the demised premises in particular, and without prejudice to the generality of the forgoing, the Landlord's fixtures, fittings, walls, ceilings, floors, air-condition ducting, electrical wiring ducting therein without the Landlord's prior written consent and upon expiration of sooner determination of the said term to restore the demised premises to its original state and condition to the satisfaction of the Landlord.
- (e) To permit the Landlord or its agents surveyors and workmen with all necessary appliances to enter the demised premises at reasonable times to examine the demised premises or to take inventories of the Landlord's fixtures and fittings therein or of doing such works and things as may be required for any repairs, alterations or improvements either of the demised premises and the gas and water pipes and drains in or under the same or of any other parts of the said building and upon notice agreed in writing by the Landlord to execute any repairs lawfully required by such notice.
- (f) Immediately upon the receipt of a notice in writing of the Landlord specifying any work or repairs required to be carried out by the Tenant in compliance with the Tenant's obligations herein to execute the same and if the Tenant shall fail within fourteen (14) days after service of such notice to proceed diligently and in workmanlike manner with the execution of such work or repairs and to permit the Landlord or its agents or workmen to enter upon the demised premises and execute such work or repairs and the cost thereof shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action provided however that the Landlord shall not be liable to the Tenant for any inconvenience or any other claim howsoever caused in relation to the execution of such works or repair.
- (g) Not to do or suffer to be done on or in the demised premises anything whereby any policy of insurance of the same or of the building or any part thereof may be rendered void or voidable or whereby the rate of premium thereon may be increased and to repay the Landlord on demand all sums paid by way of increased premium and all expenses incurred by it in or about any renewal of such policy rendered necessary by a breach or non-observance of this covenant all

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such payments being added to the rents hereinafter reserved and being recoverable as rent.

- (h) Not to do or permit or suffer to be done anything in or upon the demised premises or any part of the building which in the opinion of the Landlord is an annoyance, nuisance, disturbance, inconvenience, injury or damage to or in any way interfered with the quiet and comfort of the other occupants of the building or of adjoining premises.
- (i) To use the premises as offices for business or professional purposes only and not to use or to permit or suffer the use thereof for storage or sale or any goods or merchandise or as laboratory or workshop or for residential purposes or to carry on or to permit or suffer to be carried on therein any vocation which may attract to the premises persons of an undesirable character.
- (j) The Tenant shall be entitled to affix paint or otherwise exhibit on the demised premises or any part thereof any signboard, nameplate, placard, advertisement, poster or other thing whatsoever whether permanent or temporary and display immediately outside the demised premises at a place and on a board and in such form, character and dimension acceptance to the Landlord the business or trade name of the Tenant and of such other company or companies as the Tenant is associated with and the Tenant to bear and pay all signage costs (if any) imposed by the Landlord. The Tenant shall at its own expense, at the end of tenancy or earlier determination, to remove all nails, hooks or other things used to hang painting, pictures or photographs, to patch up the holes, repair any damage caused by the removal, and to repaint those parts of the walls affected by the removal or repair.
- (k) Not to keep or place things of any kind in or cause obstruction to the entrance hall, passages, lifts, staircases and other parts of the building used in common by the Tenants and occupants of the building and to use these parts of the building for the purposes of access to and egress from the demised premises only.
- (l) Not to assign, sublet or otherwise part with or share possession of the demised premises or any part thereof without first obtaining the written consent of the Landlord which consent may be withheld at the Landlord's discretion and without giving any reason thereof.
- (m) To pay the stamp duties and documentation charges payable on such agreement and its duplicate.
- (n) To quietly and peaceably yield up the demised premises with vacant possession and with the fixtures and fittings and additions thereto at the expiration or sooner determination of the said term in good and substantial repair and condition (fair wear and tear) in accordance with the several covenants herein before contained and if so required by the Landlord to remove all internal partitions, fixtures, fittings and installations of the Tenant or any part thereof as may be specified by the Landlord from the demised premises and to reinstate the demised premises to their original state and condition to the satisfaction of the Landlord and all locks and keys complete.
- (o) Not to cause any change in the wiring, ducting, sprinklers or pipe arrangements of the electricity, water and air-conditioning services, plumbing and sewerage installations without previous consultation with and written consent of the Landlord.

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- (p) To perform and observe any rules and regulations by the management corporation of the building for the proper management of the building that may be imposed from time to time.
- (q) To insure and keep insured the goods and property of the Tenant on the demised premises at all times throughout the term of the tenancy.
- (r) To be responsible for and to indemnify the Landlord against all damage occasioned to the demised premises or any part of the building or to any person caused by any act default or negligence of the Tenant, his agents, servants or licensees.

5. The Landlord hereby covenants with the Tenant as follows: -

- (a) To pay all monthly service/maintenance charges, present and future rates, taxes and outgoings in respect of the demised premises other than those hereinbefore agreed to be paid by the Tenant.
- (b) That the Tenant paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on the part of the Tenant contained shall peaceably hold and enjoy the demised premises throughout the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.

6. Provided always and it is hereby agreed: -

- (a) If and whenever during the said term the said rent hereby reserved or made payable or any of them of any part thereof shall be in arrears and unpaid for seven (7) days after becoming payable (whether formally demanded or not) or if and whenever there shall be any breach or non-performance or non-observance of any of the covenants on the part of the Tenant herein contained or if the Tenant (being an individual) shall become bankrupt or if the Tenant (being a company) shall enter into liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction of a solvent company) or have a receiver appointed of its undertaking or if the Tenant for the time being shall enter into an arrangement or composition for the benefit of the Tenant's creditors or shall suffer any distress or execution to be levied on the Tenant's goods or if the Tenant's business has been de-registered or the certification of registration of business has been withdrawn or cancelled then and in any of the said cases it shall be lawful for the Landlord at any time thereafter and notwithstanding the waiver of any previous right of re-entry, to re-enter into and upon the demised or any part thereof in the name of the whole and thereupon the said term shall absolutely cease and determine and the said deposit under clause 3 hereof shall be absolutely forfeited to the Landlord but without prejudice to the right of action of the Landlord in respect of unpaid rent and service charge or any antecedent breach of the Tenant's covenants herein contained.
- (b) If during the said term for any cause whatsoever the Landlord shall be called upon by the government to demolish the building or if the building shall be compulsorily acquired by the government, then the term hereby created shall be extinguished by giving to the Tenant four (4) month's notice in writing expiring at any time and the rent shall be apportioned up the date of expiry.

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- (c) The Landlord shall not be responsible to the Tenant or the Tenant's licensees, servants, agents or other persons in the demised premises calling upon the Tenant for any accident happening or injury suffered or damage to or loss of any chattel or property sustained on the demised premises or in the building.
- (d) Notwithstanding anything herein contained the Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect of:
 - I. Any interruption in any of the services hereinbefore mentioned by reason of the necessary repair or maintenance of any installations or apparatus of damage thereto or destruction thereof by fire, water, acts of God or other cause beyond the Landlord's control or by reason of mechanical or other defect of breakdown or unavoidable shortage of electrical power materials, water or labour : or
 - II. Any act omission or negligence of any watchman attendant or other servant 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.
- (e) Knowledge or acquiescence by the Landlord of any breach by the Tenant of any of the conditions or covenants herein contained shall not operate as or shall not be deemed to be a waiver by the Landlord of such conditions or covenants or any of them and notwithstanding such knowledge, acquiescence and or indulgence, the Landlord shall be entitled to continue to exercise all its rights under this agreement and to require strict performance and observance by the Tenant of all the conditions and covenants in this agreement including that which is breached by the Tenant and know and acquiesced to or granted indulgence by the Landlord as aforesaid to be performed or observed by the Tenant any consent or permission given by the Landlord shall not be effective or relied upon by the Tenant unless in writing and signed by the Landlord.
- (f) If any dispute or question whatsoever shall arise between the parties hereto with regards to the construction or effect of this agreement or any clause or thing herein contained or the rights, duties or liabilities of either party under this agreement or otherwise in connection with the demised premises the matter in difference shall be determined by a single arbitrator in accordance with the Singapore International Arbitration Centre (SIAC). 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 laws of Singapore.
- (g) If the Tenant shall be desirous of continuing the tenancy hereby created for a further term of _____ (__) months at the expiration of the term hereby granted and shall give to the Landlord two (2) months' notice in writing prior to the expiration date of their desire and if there shall not at any time of such request be existing breach or non-observance of any of the stipulations on the part of the Tenant herein contained then the Landlord will let the premises to the Tenant for the further term of _____ (__) months at the prevailing market rent.
- (h) Any notice required to be served on the Tenant shall be sufficiently served if left addressed to it on the demised premises or forwarded to it by post or left at its registered office or last known address in Singapore and shall be sufficiently served on the Landlord if delivered personally or forwarded by post or left at its registered office or last known address in Singapore. A notice sent by 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.

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

Signed *for and on behalf of / by the Landlord)
Name:)
*NRIC / FIN / Passport No.:)
*Designation:)

In the presence of)
Name:)
*NRIC / FIN / Passport No.:)

Signed *for and on behalf of / by Tenant)
Name:)
*NRIC / FIN / Passport No.:)
*Designation:)

In the presence of)
Name:)
*NRIC / FIN / Passport No.:)

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