

Dated this ____ day of _____ (month) _____ (year)

Tenancy Agreement (Retail)

Landlord

Name: _____

* NRIC/ FIN / Passport/ UEN No.: _____

Correspondence Address: _____

&

Name: _____

* NRIC/ FIN / Passport/ UEN No.: _____

Correspondence Address: _____

Tenant

Name: _____

* NRIC/ FIN / Passport/ UEN No.: _____

Correspondence Address: _____

The Said Premises

All That Said Premises Known As

An Agreement made the day and year stated **Section 1** of the Schedule hereto BETWEEN the first party whose name and description are stated in **Section 2** of the Schedule hereto (hereinafter called “the Landlord”) of the one part AND the second party whose name and description are stated in **Section 3** of the Schedule hereto (hereinafter called “the Tenant”) of the other part.

**delete if not applicable*

Whereas:

- I. The Landlord is holding the premise described in **Section 4** of the Schedule hereto (hereinafter referred to as “the said Premises”) in the capacity as stated in **Section 5** of the Schedule hereto.
- II. The Landlord is desirous of letting and the Tenant is desirous of taking the said Premises upon the terms and conditions hereinafter appearing.

Now This Agreement Witnesseth as follows:

1. **Agreement**

The Landlord hereby agrees to let the Tenant agrees to take the said Premises for a term stated in **Section 6** of the Schedule hereto commencing or deemed to commence on the date stated in **Section 7** of the Schedule hereto and expiring on the date in **Section 8** of the Schedule here to at the monthly rent stated in **Section 9** of the Schedule hereto payable on or before the stated in **Section 10** of the Schedule hereto of every month in advance.

2. **Rental Deposit**

Upon the execution hereto the Tenant shall pay the Landlord the sum stated in **Section 11** of the Schedule hereto (hereinafter called “the Rental Deposit”) as and by way of deposit and security for the due performance and observance by the Tenant of the covenants on the part of the Tenant herein contained. The said sum shall be maintained at these figures during this tenancy and shall not be deemed to be payment for rent in advance nor shall they be treated or used by the Tenant as payment for rent due under this Agreement prior consent of the Landlord. The same shall be retained by the Landlord until the expiration of the term hereby created but the said sums or any part thereof may be applied in or towards payment of fees charges outstanding or for making good any breach of the covenants on the part of the Tenant herein contained BUT SUBJECT as aforesaid shall be refunded to the Tenant free of interest upon expiration of the term hereby created.

3. **Tenant Covenants**

The Tenant hereby agrees and covenants with the Landlord as follows:

- a) To pay the monthly rent hereby reserved at the time and in the manner foresaid whereas late payment will be charged at an interest rate of 10% per annum if the rent shall remain unpaid for seven (7) days after becoming due. Payment by cheque will have to be banked into Landlord’s _____ bank account no. _____ on or before the ___ day of each calendar month.
- b) To pay and discharge all charges for the maintenance of air-conditioner.
- c) To pay and discharge all charges for supply of water power light telephone and all other public utilities (including meter rents and deposits, if any) consumed by the Tenant or supplied to the said Premises.
- d) Not to make any structural alterations in or additions to the said Premises without the prior written consent of the Landlord.

- e) Not to do or permit to be done on the said Premises anything which may infringe any by laws, laws or regulations in force or which may be or become a nuisance or annoyance or inconvenience to the Landlord or to the tenant or occupiers of the adjacent or neighboring apartments.
- f) Not to store or bring upon the said Premises any articles of a specially combustible inflammable explosive or dangerous nature and not to do or suffer anything to be done by reason whereof the present or any future policy of insurance against fire on the said Premises may be rendered void or violable or whereby the rate of premium thereon may be increase and to indemnify Landlord against all sums paid by way of increase premium occasioned by the act or omission of the Tenant.
- g) To keep the said Premises and all the Landlord's installations therein in good and tenantable repair and proper working order, fair wear and tear excepted.
- h) To keep the said Premises clean and to be responsible for the locking and securing of the windows doors and gates of the said Premises.
- i) Not to use the said Premises or permit the same to be used for any purpose whatsoever other than that stated in **Section 12** of the Schedule hereto.
- j) Not to use the said Premises or permit the same to be used for any illegal unlawful or immoral purposes.
- k) To at the Tenant's own expense and responsibility comply with the requirements of any government or public or local authority under the provisions of any Act, Enactment or of any regulations or by-laws of the public and or local authorities or of any written law which may be in force at any time during the term hereby granted in so far as such requirements relate to the Tenant.
- l) To permit the Landlord and his agents, servants and other to enter the said Premises at all reasonable times for the purpose of viewing the state and condition thereof or for any other reasonable purpose and forthwith to make good at the Tenant's own expense within one (1) month any defects caused by the Tenant's occupation of the Premises, found upon the said Premises of which notice shall be given by on behalf of the Landlord.
- m) To permit the Landlord with workmen and others to enter the said Premises for the purpose of repairing altering or renewing any part of the said Premises or the sewers drains or water course of the said Premises where such is necessary and no claim for compensation will be entertained by the Landlord in respect of any interruption of occupation or other loss or damage whatsoever occasioned thereby.
- n) Upon the determination of this Agreement to deliver up to the Landlord the said Premises in such state of repair condition order and preservation as shall be in strict compliance with the Tenant's stipulation herein contained and with all locks key and fastening complete.
- o) To insure and to keep insured the Tenant's own properties and properties in his possession and under his control against loss or damage by fire in some insurance office or with underwriters of repute and to pay all premiums relating to that purpose.

- p) To save harmless and keep indemnified the Landlord from and against all proceeding claims damages expenses and costs on account of any act or omission by the Tenant its agent or servants on any breach of the Tenant's covenants contained herein calendar month.
- q) Not to assign sublet or otherwise dispose of or part with the possession of the said Premises or any part thereof without the prior consent in writing of the Landlord whose consent shall not be unreasonably withheld.
- r) All legal fees including those on an indemnity basis, disbursement and incidental cost incurred in the recovery of arrears of rental or repair owing to the Landlord for any action taken against the tenant shall be recovered from the tenant on a full indemnity basis.

4. **Landlord Covenant**

The Landlord hereby agrees and covenants with the Tenant as follows:

- (a) To insure and (unless the insurance so effected shall become void through or by reason of the fault of the Tenant) to keep insured the said Premises against loss or damage by fire in some insurance office or with underwriters of repute and to pay all premiums necessary for that purpose.
- (b) Upon the Tenant paying the rent hereby reserved and performing and observing the stipulations herein mentioned the tenant shall peaceably hold and enjoy the said Premises during the term hereby created without any interruption or disturbance of or by the Landlord of any person or persons rightfully claiming or under him.
- (c) To pay all such assessments, taxes, quit rent as are or shall be rated charged assessed or levied in respect of the said Premises and not expressly payable by the Tenant herein.

5. **Provided Always** and it is hereby agreed as follows:

- (a) If the rent hereby reserved or any part thereof shall remain unpaid for seven (7) days after becoming due, whether formally demanded or not, or in the case of a breach or non-performance of any of the stipulations herein mentioned on the part of the Tenant or if the Tenant shall become a bankrupt or go into liquidation then in any such case it shall lawful for the Landlord at any time thereafter to re-enter and repossess and lock up the said Premises or any part thereof in the name of the whole and thereupon this Agreement shall absolutely cease and determine and the Rental Deposit shall be forfeited by the Landlord but WITHOUT PREJUDICE to any right of action the Landlord may have against the Tenant in respect of the unpaid rent or any antecedent breach of the stipulations herein contained.
- (b) If the said Premises or any part thereof shall at any time during the term hereby created be destroyed or damage by fire so as to be unfit for occupation and use for a period of more than one (1) calendar month and the policy or policies of insurance effected by the Landlord shall not have been vitiated or payment of the policy moneys refused in whole or in part in consequence of any act or default of the Tenant, the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the said Premises shall again be rendered fit for occupation and use subject to the Tenant having the option to determine the Tenancy by giving fourteen (14) days' written notice.
- (c) If the Tenant shall be desirous of extending the Tenancy hereby created for a further term the Tenant shall not less than three (3) months before the expiration of the term hereby created give

to the Landlord written notice of such his desire and if the Tenant shall have performed and observed the stipulations herein contained on his part to be performed and observed up to the termination of the tenancy hereby created then the Landlord shall let the said Premises to the Tenant for a further term stated in **Section 13** of the Schedule hereto from the expiration of the term hereby created at the rental described in **Section 14** of the Schedule hereto and subject in all other respects to the same stipulations as herein contained except this clause for renewal.

- (d) Should the Tenant determine the tenancy hereby created at any time before the expiration of the term hereby created, the Landlord shall be entitled to forfeit the Rental Deposit absolutely whereupon this Agreement shall be null and void and of no further effect except the rights of either party hereto in respect of any antecedent breach of the terms of this Agreement.
- (e) Should the Tenant determine the tenancy hereby created at any time before the expiration of the term hereby created, the Landlord shall be entitled to claim the monthly rental from the Tenant for the remaining months until the full term of this Agreement.
- (f) Should the Landlord determine the tenancy hereby created at any time before the expiration of the term hereby created, the Tenant shall be entitled to claim the monthly rental from the Landlord for the remaining months until the full term of this Agreement.
- (g) Time wherever stated herein shall be of the essence.
- (h) All stamp duty and costs of preparing this Agreement shall be borne and paid by the Tenant.
- (i) Any notice required to be given under this Agreement shall be in writing and any notice to the Landlord shall be deemed to be sufficiently served if addressed to the Landlord and left at or sent by pre-paid registered post to the address herein stated and any notice to the Tenant shall be deemed to be sufficiently served if left at or sent by registered post to the Tenant at the address herein stated.
- (j) In this Agreement unless there is something in the subject matter or context inconsistent therewith:
 - (1) words importing the singular shall include the plural and vice versa;
 - (2) words importing the masculine gender shall include any other gender and
 - (3) words importing individual person shall include corporations
- (k) This Agreement shall be binding upon the heirs, personal representatives, permitted assigns and successors – in – title of the respective parties hereto.
- (l) It is expressly understood by the Landlord that the commission paid to the Estate Agent as the brokerage fee in this transaction, has been fully earned and therefore no claim shall be made by the Landlord against the Estate Agent for a refund of the commission should the Landlord or Tenant prematurely terminate the tenancy herein or for any other reasons.

Schedule

Section 1 **Date of Agreement**
____ day of _____ (month) _____ (year)

Section 2 **Particulars of Landlord**

Name: _____
* NRIC/ FIN / Passport/ UEN No.: _____
Correspondence Address: _____
&
Name: _____
* NRIC/ FIN / Passport/ UEN No.: _____
Correspondence Address: _____

Section 3 **Particulars of Tenant**

Name: _____
* NRIC/ FIN / Passport/ UEN No.: _____
Correspondence Address: _____

Section 4 **Description of the Said Premises**

Section 5 **Capacity of the Landlord**

Section 6 **Term**
Number of Year(s): _____

Section 7 **Date of Commencement**
____ day of _____ (month) _____ (year)

Section 8 **Date of Expiry**
____ day of _____ (month) _____ (year)

Section 9 **Monthly Rental**
SGD _____ (Singapore Dollars _____)

Section 10 **Time for Payment**
On the ____ day of each calendar month

Section 11 **Rental Deposit**
SGD _____ (Singapore Dollars _____)

Section 12 **Permitted Purpose**

Section 13 **Extension**
Number of Year(s): _____

From the ____ day of _____ (month) _____ (year) to the ____ day of _____ (month) _____ (year)

Section 14

Monthly Rental for the Extended Term

At the prevailing market rate

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

SIGNED *for and on behalf of / by the Landlord)

)
)
)
)
) _____

Name:
*** NRIC/ FIN / Passport/ UEN No.:** _____
*** Designation:**

In the presence of

)
)
)
)
) _____

Name:
*** NRIC/ FIN / Passport/ UEN No.:** _____

SIGNED *for and on behalf of / by the Tenant)

)
)
)
)
) _____

Name:
*** NRIC/ FIN / Passport/ UEN No.:** _____
*** Designation:**

In the presence of

)
)
)
)
) _____

Name:
*** NRIC/ FIN / Passport/ UEN No.:** _____

Important! This is a standard document, which may not be appropriate for use in all cases. The Estate Agency disclaims any liability whatsoever arising from the use of this document. When in doubt seek legal advice from your solicitor