

This **TENANCY AGREEMENT** is made on _____ day of _____ (month) _____ (year) (the “Agreement”)

BETWEEN

(1) _____
 (name of the Landlord(s)), (NRIC / FIN / Passport / UEN No.: _____), of
 _____ (correspondence address) (the "Landlord");

AND

(2) Tenant named in **Item 1 of Schedule A** (the “Tenant”).

WITNESSES THAT

1. INTERPRETATION

1.1. **Definitions:** In this Agreement, unless the context otherwise requires:

(a) the following words and expressions shall have the meanings shown respectively opposite them:

Building	the _____ (type of building e.g. Business 1, Business 2, etc) _____ building _____ development _____ situated _____ at _____
Building Management	the Management Corporation for the development (including the managing agent);
Common Property	all parts of and all facilities and fixtures and fittings in the Building used or intended for or capable of being used or enjoyed in common by all the occupiers of the Building including, without limitation (i) all passageways, staircases; and (ii) all refuse chutes, drains, sewers, pipes, wires, cables and ducts; and (iii) all driveways, car parks, open spaces and landscaped areas;
Month	a calendar month;
Premises	the premises (including furnishings where applicable, fixtures and fittings) in the Building comprising an estimated Floor Area as stated at <u>Item 2 of Schedule A</u> , which, for identification only, is delineated in red in the plan annexed hereto and as stated at <u>Item 3 of Schedule A</u> . The Tenant accepts the Floor Area stated herein as final and conclusive;
Security Deposit	the deposit maintained by the Tenant with the Landlord in accordance with clause 3 and any part thereof;
Rent	the rent and Service Charge referred to in clause 2.1 and any part thereof;
Services	the services and amenities provided or to be provided by the Landlord under this Agreement;
Term	the term created by this Agreement;

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Please Initial	
Landlord	Tenant

\$ and Dollar the lawful currency of the Republic of Singapore;

- (b) references to the Landlord shall include the person for the time being entitled to the reversion immediately expectant on the Term; and references to the Tenant shall include the Tenant's successors and permitted assigns;
- (c) where there are two or more persons included in the expression “the Tenant”, all covenants, stipulations and provisions herein contained shall be deemed to be made by such persons jointly and severally;
- (d) references to the Building, the Common Property and the Premises shall, in each case, include references to any part of them;
- (e) references to a “clause” shall mean a clause of this Agreement;
- (f) references to any statute or other written law shall include all subsidiary legislature and shall also include any amendment thereto or re-enactment thereof from time to time;
- (g) words importing only the singular include the plural and vice versa-words importing a specific gender include any and all other genders; and words importing a person import also a body corporate or incorporate.

1.2. Effect of prohibition: Any provision in this Agreement which prohibits the Tenant from doing or omitting to do (as the case may be) any act or thing shall be construed also to prohibit the Tenant from permitting or suffering the doing or non-commission (as the case may be) of such act or thing.

1.3. Effect of clause headings: Clause headings are for ease of reference only and shall not in any way affect the interpretation of this Agreement.

2. LETTING

2.1. Letting of Premises: In consideration of the Rent and Service Charge hereinafter reserved and of the Tenant's covenants hereinafter contained, the Landlord hereby lets and the Tenant hereby takes all the Premises for a period as stated at Item 4 of Schedule A, with the option to renew for a further term as stated at Item 5 of Schedule A, with the Tenant paying to the Landlord therefore during the Term, monthly in advance (and proportionately for any part of a month), without any deduction or withholding whatsoever, a Rent and Service Charge as stated at Item 6 of Schedule A, the first of such payments to be made on or before the signing of this Agreement and subsequent payments to be made on the first day of every succeeding month

2.2. Scope of letting. The Premises are let to the Tenant:

- (a) with common rights: together with the right for the Tenant and others duly authorized by the Tenant to use and enjoy the Common Property at all times during the Term but so that such right shall be exercisable only:
 - (i) insofar as the Landlord may lawfully grant the same and to the exclusion of all other rights and licences whatsoever;
 - (ii) for purposes connected with the use of the Premises by the Tenant under this Agreement and for no other purpose; and
 - (iii) in common with the Landlord and all others authorized by the Landlord or otherwise entitled thereto.

**delete if not applicable*

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Landlord	Tenant

3. SECURITY DEPOSIT

- 3.1. To pay deposit: Before the signing of this Agreement, the Tenant shall deposit with the Landlord a sum as stated at **Item 7 of Schedule A.**
- 3.2. Deposit as security: The Security Deposit shall be held by the Landlord as security for the due performance and observance by the Tenant of all its obligations under this Agreement and subject to clause 3.3, shall be refunded to the Tenant without interest as soon as practicable but no later than one (1) month after the determination of the Term.
- 3.3. Landlord may deduct: In addition and without prejudice to any other right or remedy which the Landlord may have under this Agreement or the general law, the Landlord may, from time to time and at any time without notice to the Tenant, deduct from the Security Deposit such sum or sums as may be reasonable to remedy or mitigate the effects of any failure by the Tenant to observe or perform any of the Tenant's obligations under this Agreement. For the avoidance of doubt, the Landlord is not obliged to make deduct against the Security Deposit and the Tenant is not entitled, without the prior written consent of the Landlord, to set-off any Rent, Service Charge or any other sums owing to the Landlord against the Security Deposit.
- 3.4. To maintain deposit: The Security Deposit shall at all times during the Term be maintained at the sum stated at **Item 7 of Schedule A** and if the Landlord shall make any deductions there from pursuant to clause 3.3, the Tenant shall in every case upon demand pay to the Landlord such amount as may be necessary to maintain the Security Deposit at the sum as stated at **Item 7 of Schedule A** for the time being payable.
- 3.5. Forfeiture of deposit: Without limitation to the generality of clauses 3.2 and 3.3 above, the Landlord has the sole and absolute discretion to forfeit the whole of the Security Deposit in the event the Tenant: -
 - (a) goes into liquidation or if a person, is made a bankrupt, or have any order made or resolution passed for its winding-up or shall otherwise become insolvent or make an assignment or arrangement for the benefit of its creditors; and/or
 - (b) breaches or does not perform or comply with any one or more of the terms and conditions of this Agreement (as the case may be).

For the avoidance of doubt, the Tenant acknowledges and accepts that the Security Deposit does not constitute a penalty or liquidated damages. Any forfeiture of the Security Deposit by the Landlord shall therefore be in addition to any other loss and damages of the Landlord and be entirely without prejudice to the Landlord's other rights and remedies against the Tenant.

4. TENANT'S COVENANTS

- 4.1. Positive covenant: The Tenant hereby covenants with the Landlord as follows:
 - (a) to pay Rent: to pay the Rent and all other sums payable hereunder at the times and in the manner provided in this Agreement;
 - (b) to pay additional property or similar tax: to pay to the Landlord on demand any additional property tax which may be payable on or in respect of the Premises over and above the amount of property tax payable as at the date of commencement of the Term, whether such additional property tax shall arise by reason of any increase in the rate of tax or in the annual value (not being the first increase in the annual value brought by erection of the Building) of or attributable to the Premises and to pay to the

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Please Initial	
Landlord	Tenant

Landlord on demand any other imposition (including any surcharge on property tax) by whatever name called which may hereafter be levied in respect of the Premises; and the Landlord's certificate as to any additional property tax or other imposition payable by the Tenant under this paragraph (b) shall, in the absence of manifest error, be conclusive and binding on the Tenant;

- (c) to pay for utilities: to open and maintain an account with the utilities supplier prescribed by the Landlord and punctually to pay the charges (including any taxes now or hereafter imposed) for all water, electricity and other utilities supplied to the Premises;
- (d) to keep in repair: without prejudice to paragraph (n) of this clause 4.1, to keep the interior of the Premises (including flooring, plaster and, other surface material or rendering on walls and ceilings) and the Landlord's furnishings where applicable, fixtures and fittings therein (including doors, windows, wires, installations) in good and tenantable repair and condition (fair wear and tear excepted) including any necessary replacement or renewal. Without limiting the foregoing, damage caused by the Tenant moving property, machinery or equipment in or out of the Building or the Premises or damage caused otherwise shall be repaired, restored, remedied or replaced promptly at the sole cost and expense of the Tenant to the satisfaction of the Landlord by contractors and workmen employed or approved by the Landlord;
- (e) to ensure regular maintenance etc: without limitation to the Tenant's general obligation to ensure that the Premises (including all furnishings where applicable, fixture and fittings) are kept in repair at paragraph (d) of this clause 4.1, to undertake at its cost and expense to:
 - (i) take all reasonable precaution to keep the Premises free of infestation by pest, rodent, vermin and insects, and to employ pest exterminators or any other specialist to treat any infestation and to prevent any further infestation;
 - (ii) ensure that all washbasins, taps and all other water and sanitary apparatus within or exclusively serving the Premises are regularly cleaned and maintained in good order, and to make good all lost and/or damaged items; and
 - (iii) ensure the regular servicing and cleaning of all ventilation systems, exhaust fans, air-ducting equipment and pipes, chimneys, and any other air cleaning devices, cooker hood, grease traps and pipes, duct grills, waste traps, sanitary and waste pipes, domestic waste water pipes in the Premises to a condition and hygienic standard acceptable to the Landlord;

and produce to the Landlord copies of the service reports and/or documents evidencing the works done within seven (7) days upon the Landlord's request;
- (f) user: to use and occupy the Premises solely for the purpose as stated at **Item 8 of Schedule A** and in any case, in accordance with the approval of the authority under the Planning Act (Cap. 232) and without prejudice to the foregoing restriction, not to carry on, or permit or suffer to be carried on in or upon the Premises thereon or any part thereof any noxious dangerous or offensive trade or business which may be or become a nuisance or annoyance to the owners, tenants and/or occupants of the premises adjoining or adjacent thereto. For the avoidance of doubt, the actual usage for the Premises by the Tenant shall be subject to the approval of all authorities, which approval shall be obtained by the Tenant at its own cost and expense;
- (g) to effect insurance: at all times during the continuance of the Term, to effect and keep current:

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Please Initial	
Landlord	Tenant

- (i) in the joint names of the Landlord and the Tenant a public liability insurance with such insurer as the Landlord may approve for an amount not less than as stated at **Item 9 of Schedule A** (or such other amount as the Landlord may approve) in respect of any one occurrence;
- (ii) in the joint names of the Landlord and the Tenant (each for its respective interest) insurance against all risks and damage to the furniture, plate and tempered glass, fixtures and fittings in or of the Premises and all parts thereof which the Tenant is obliged to keep in repair under the provisions of this Agreement, for such amount as the Landlord may approve; and
- (iii) such other policy or policies of insurance which the Landlord may reasonably require or which, in the circumstances of the Tenant, ought reasonably to be effected and maintained, in each case, with such insurer and for such amounts as the Landlord may approve,

and to produce to the Landlord upon request the policy or policies of such insurances and the receipts for every premium payable in respect thereof. The Tenant shall furnish to the Landlord:

- (1) Cover Notes of such policies within seven (7) days from the date of the Tenant's taking possession of the Premises; and
- (2) the policies and receipts of payments for such policies within one (1) month from the date of the Tenant's taking possession of the Premises,

failing which the Landlord shall have the option to purchase such policies and the cost thereof shall be a debt due from the Tenant to the Landlord and recoverable forthwith as such.

- (h) to pay for increased premiums: on demand to repay to the Landlord all sums paid by the Landlord by way of increase in the premium under any policy of insurance in respect of the Premises effected by the Landlord, and all expenses incurred by the Landlord in or about the renewal of such policy or policies rendered necessary by the Tenant's failure to perform or observe its obligations under paragraph (f) of clause 4.1;
- (i) to sire notice of damage etc: to immediately give the Landlord or its building supervisor:
 - (i) notice of any damage that may occur to the Premises and of any incident to or defects in the water pipes, electrical wiring, air-conditioning ducts or any other fittings, fixtures or other facility provided by the Landlord; and
 - (ii) a copy of any notice, direction, order or the like from any authority relating to the Premises, and to comply therewith as far as the same requires anything to be done or not done by the Tenant at the Tenant's cost and expense.
- (j) to permit entry for inspection: to permit the Landlord and its duly authorized agents with or without workman and others at all reasonable times to enter upon the Premises and to view the condition thereof and to do such works and things as the Landlord may consider necessary for any repairs alterations or improvements to the Premises;
- (k) To grant access for emergency: to permit the Landlord free and immediate access into the Premises at all times in all cases of emergency;
- (l) to repair on notice: forthwith upon the receipt of the Landlord's written notice in that regard, to repair and make good in a proper and workmanlike manner any damage to or defects in the Premises for which the Tenant is liable under this Agreement and on demand to pay to the Landlord all costs of survey or

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Please Initial	
Landlord	Tenant

otherwise incurred by the Landlord in respect of the preparation of the said written notice and if the Tenant shall not within seven (7) days after the service of such written notice proceed diligently with the execution of the necessary repairs or works, then the Landlord may enter upon the Premises and execute the same and the cost thereof shall be a debt due from the Tenant to the Landlord and recoverable forthwith as such;

- (m) to keep signage display lit: to keep all signage display fully lit during all opening hours of the Premises daily as well as beyond such hours as may be required by the Landlord from time to time;
- (n) to comply with law etc: at all times during the continuance of the Term, at the Tenant's own cost and expense, to comply and ensure strict compliance with:
 - (i) all by-laws, rules and regulations, guidelines, instructions and/or directions promulgated by the Landlord and/or the Building Management from time to time in respect of the Building and/or the Common Property, including but not limited to paying to the Landlord such fees or charges as may be prescribed by the Building Management;
 - (ii) all notices, instructions, directions and/or such other requirements as may be imposed in respect of the Premises, Building and/or the Common Property by law or by any authority now or hereafter in force or any order or notice issued there under;

The Tenant shall be solely responsible for the compliance as stated above in all aspects relating to or in connection with the Premises (including its business and operations) and/or this Agreement. For the avoidance of doubt, no action or inaction by the Landlord shall be deemed or otherwise be construed as a waiver of the Tenant's strict compliance in this regard. Without limitation to the generality of the aforesaid, the Tenant bears the sole risk of and the Landlord shall not be responsible for (a) any costs imposed by any law or authority and/or (b) any default or delay caused by any law or by any authority in the implementation or enforcement of any law;

- (o) to permit viewing: to permit the Landlord and his duly authorized agents at all reasonable times during the period of three (3) months before the expiry of the Term, by prior appointment, to bring any prospective tenant onto the Premises for the purpose of viewing the same;
- (p) to redecorate: immediately prior to the expiration or earlier determination of the Term, to redecorate the Premises to the reasonable satisfaction of the Landlord, including:
 - (i) removing from the Premises all such partitions, fixtures, fittings and chattels as the Landlord may require;
 - (ii) removing all rubbish and waste material from the Premises and the Building;
 - (iii) cleaning of the whole of the interior of the Premises;
 - (iv) painting, graining, varnishing, re-polishing or other appropriate treatment of all internal surfaces of the Premises previously so treated;
 - (v) replacing all ceiling and floor finishes which in the reasonable opinion of the Landlord are worn out or damaged;
 - (vi) such other works as may be necessary to reinstate the Premises to their original condition; and
 - (vii) making good all damage or defacement to the Premises or the Building caused by any of the foregoing;

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Please Initial	
Landlord	Tenant

- (q) to yield up: to yield up the Premises (together with all keys thereto, including those duplicated by the Tenant) to the Landlord duly redecorated in accordance with paragraph (r) of this clause 4.1 by 1700 hours on the last day of the Term herein or any earlier day upon earlier termination of this Tenancy. The Tenant shall also deliver the Distribution Board and the Earth Circuit Breaker complete with power points and lighting points to the Landlord in good working condition at the expiration or earlier termination of the Term. It shall be a condition precedent to the Tenant’s entitlement to yield up the Premises that the Premises are redecorated in strict compliance with paragraphs (r) and (s) of this clause.

For the avoidance of doubt and without prejudice to the other rights or remedies of the Landlord, in the event any redecoration works are earned out (whether by the Tenant or by the Landlord) after the expiration or earlier determination of the Term, the Tenant shall pay the Landlord for the period from the expiration or earlier determination of the Term until the redecoration works are completed according to clause 9.5; and

4.2. Restrictive covenant: The Tenant further covenants with the Landlord as follows:

- (a) not to assign etc.: not, without the prior consent in writing of the Landlord, to assign (whether voluntarily or otherwise) sublet or otherwise part with possession or occupation of the Premises either by way of licensing, sharing or any other means whatsoever whereby any person not a party to this Agreement obtains possession or becomes an occupier of the Premises, irrespective of whether any rent or other consideration is given for such possession or occupation; and for the purpose of this paragraph (a), any change in the constitution of the firm (if the Tenant is a partnership) or in the shareholding, management or control of the Tenant shall be deemed to be an assignment;
- (b) not to store dangerous materials: not to store in the Premises or the Building arms, ammunition or unlawful goods, gun powder, salt-petre, chemicals, gasoline, petrol, kerosence, acetylene or any noxious or foul gas, alcohol, oil or any material or liquid of a combustible, explosive, radio-active, offensive or dangerous nature or which might increase the risk of fire or explosion or which might injure the Premises or the Building by percolation, corrosion or otherwise or the storage or keeping of which may contravene any written law or regulation;
- (c) not to avoid policies: not to do anything whereby any policy or policies of insurance in respect of the Premises (whether effected by the Tenant or the Landlord) or in respect of the Building may become void or voidable or whereby the rate of premium payable thereon may be increased;
- (r) not to make fitting-out alterations or additions: not to make any fitting-out alterations or additions to the Premises (including but not limited to the existing electrical design load, wirings, apparatus, fixtures or fittings or any fire alarm fixtures or fittings in or about the Premises) without the previous consent in writing of the Landlord and if the Landlord shall consent to such alterations or additions, to obtain at the Tenant's cost and expense all permissions and approvals necessary to carry out such alterations and additions and to carry out such alterations or additions in accordance with the conditions of all such permissions and approvals. Fitting-Out application has to be submitted to the Landlord/and the Building Management at least two (2) weeks prior to the commencement of works. No work shall be carried out prior to written approval from the Building Management;
- (d) not to cause nuisance: not to do any act or thing which is or may become a nuisance or an annoyance to, or which gives cause for complaint from, the occupants of other parts of the Building. The Tenant shall ensure that all necessary measures are taken to ensure proper ventilation to prevent the leakage of smoke, gas, fumes or other unpleasant odors or leakage of substances or materials, and that any

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Please Initial	
Landlord	Tenant

machinery installed or caused to be installed in the Premises does not generate noise, vibrations, smoke, gas, fumes or any other substances, which may result in nuisance;

- (e) not to overload: not at any time to load the Premises or the Building with a weight greater than the Floor Loading Provision stated at **Item 10 of Schedule A**, and shall, if required by the Landlord, distribute the load on any part of the Premises in accordance with the directions and requirements of the Landlord. The Tenant shall not without the prior written consent of the Landlord suspend any weight from the roof or roof trusses or use the roof or roof trusses of any part of the Premises or the Building for the storage of goods or to place or permit or suffer to be placed any weight thereon or to permit any person or persons to enter thereon save with a view to the execution of the necessary repairs and then only in such manner as to subject the roof and roof trusses to the least possible strain;
- (f) not to affix signs: not to affix paint or otherwise exhibit upon any part of the Premises any sign, announcement, placard, poster, advertisement, name plate or other display whatsoever except such as shall be approved in writing by the Landlord;
- (g) not to obstruct Common Property: not to soil, encumber, place any goods or waste material in or otherwise howsoever obstruct, cause or allow any obstruction of the Common Property but shall use the Common Property for the purposes of access to and egress from the Premises. Provided always that the Landlord shall have the full and absolute discretion to remove and clear any such obstruction of the Common Property and all costs and expenses thereby incurred shall be recoverable from the Tenant as a debt due from the Tenant to the Landlord and recoverable forthwith as such. The Tenant further acknowledges and accepts that the Landlord shall not be liable to the Tenant or any third party for any loss damage or inconvenience caused by such removal and the Tenant hereby indemnifies the Landlord in this respect;
- (h) not to change frontage: not change or in any way vary the frontage of the Premises and the entrance door and roller shutters provided or approved by the Landlord for the access to the Premises, without first having obtained the prior approval of the Landlord;
- (i) not to use name or logo: not without the Landlord's prior written consent to use the name _____ (project / development / building name) as a part of the Tenant's name or trade name nor to use any picture or likeness of the Building in the Tenant's logo, trade mark or other mark, whether for the purpose of the Tenant's trade or otherwise;
- (j) not to permit residence etc: not to permit any person to sleep or reside therein whatsoever or to keep permit or suffer to be kept animals, fishes, reptiles or birds (save for food and beverage purposes in compliance with the law) in or about the Premises;
- (k) not to bring heavy articles into passenger lift: not to take onto the escalators or passenger lifts any heavy goods, merchandise or other article;
- (l) not to display advertisements, etc: not without the prior written consent of the Landlord to affix to or otherwise howsoever display upon any part of the Building or the Premises, any signboard, placard, poster, advertisement, nameplate, flag, flagstaff, banner, or any other notice whatsoever;
- (m) not to use the Premises for unlawful purpose: not to use the Premises for any unlawful or immoral purpose;
- (n) not to employ illegal immigrant: without prejudice to the generality of any of the foregoing, not to employ in or bring onto the Premises or any part thereof any person who has no valid work permit,

Please Initial	
Landlord	Tenant

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employment pass, visit pass or other permits or approvals required by the immigration authorities or whose presence in Singapore is in contravention of the Immigration Act (Cap. 133) or any other law;

- (o) no infringement of intellectual property rights: without prejudice to the generality of any of the foregoing, not to bring into or use in any part of the Premises or the Building any goods (i) prohibited for import and domestic sales or (ii) infringing upon trademarks, copy-right, patent rights or other intellectual property rights of any person or party;
- (p) not to hack or bore holes etc.: not to bore any holes or drive nails, screws or anything whatsoever into or in any way damage or deface any floors, ceilings, walls, partitions, doors, windows of the Premises or the Building or any part thereof without the prior consent of the Landlord;
- (q) restriction on change in wiring: not cause any change in the wiring, ducting, cabling or the pipe arrangements of the electricity, water services, plumbing and sewerage installations and other services and facilities (including the installation of additional electrical points) without the prior written consent of the Landlord and the competent authorities and provided that all such work or change shall be carried out by a licensed electrical contractor to be employed by and at the Tenant's own cost and expense;
- (r) restriction on moving of heavy items: not move any safe, heavy machinery, equipment, freight, bulky matter or fixtures in and out of the Building without first obtaining the Landlord's consent and if required by the Landlord, the Tenant shall, at its own cost and expense, engage a qualified civil or structural engineer to check and advise;
- (s) not to install electrical, machinery etc.: not affix any machinery or addition to the walls or roof of the Premises. In particular, the Tenant shall not install and/or use any electrical installations, machines or apparatus that may cause or causes heavy power surge, high frequency, voltage and current, air borne noise, vibration or any electrical or mechanical interference or disturbance whatsoever which may prevent or prevents in any way the service or use of any communication system or affects the operation of other equipment, installations, machinery, apparatus, plants of other tenants and in connection therewith, to allow the Landlord to inspect all at all reasonable times, such installations, machines or apparatus on the Premises to determine the source of the interference or disturbance and thereupon, to take suitable measures, at the Tenant's own cost and expense, to reduce such interference or disturbance if it is found by the Landlord that the Tenant's electrical installations, machines or apparatus is causing or contributing to the said interference or disturbance;
- (t) not to remove furnishings (where applicable) etc.: not remove any such furnishings, or any fittings and fixtures from the Premises without the prior approval of the Landlord;
- (u) no pollution: Not to carry on or permit to carry on any trade, activity or manufacturing process whatsoever which produces any of the following:
 - (i) excessive, impulsive or continuous noise;
 - (ii) toxic or odorous gasses; and
 - (iii) large quantities of trade effluent and solid wastes; and
- (v) not to slab over: In the event that there are spaces within the Premises approved as void area in the grant of the Written Permission for the Building by the Competent Authority under the Planning Act (Cap. 232), the Tenant shall not slab over any such void area within the Premises or allow any such void area to be slabbed over, unless the Tenant has obtained the prior approval of both the Competent Authority under the Planning Act and the Landlord.

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Please Initial	
Landlord	Tenant

4.3. Undertakings as to Tenant's business: The Tenant undertakes to the Landlord:

- (a) conduct of business: not to utilize any unethical business practice or to conduct the business of the Tenant in such manner as to prejudice the goodwill and reputation of the Building;
- (b) touting: without prejudice to paragraph (a) above, not to tout for business in or about the Premises or the Building nor, without the prior written consent of the Landlord, howsoever to advertise the Tenant's business in or about the Premises or the Building;
- (c) not to permit auction sales, etc: not to use the Premises for an auction sale or any sale designated as a bankruptcy or closing down sale or described by reference to any other similar adversity or catastrophe provided that this prohibition shall not preclude the conduct of genuine seasonal or promotional sales in accordance with paragraph (d) below; and
- (d) licences and permits etc of Tenant's business: to obtain and maintain at the Tenant's own cost and expense all approvals, licences, permits and registrations necessary for the conduct of the business referred to in clause 4.1(f) and for which the Premises are let and to obey and comply with, and to indemnify the Landlord against the breach of any law or requirement by the authorities relating to the conduct and carrying on of the Tenant's business in the Premises. For the avoidance of doubt, where the Tenant uses or intends to use the Common Property, the Tenant is responsible for obtaining and maintaining at its own cost and expense all necessary approvals, licences, permits and registrations from the authorities and the Building Management.

4.4. Compliance with Fire & Health Requirements: The Tenant undertakes to the Landlord at all times during the Term at the Tenant's own cost and expense to:

- (a) install the required number of sprinklers, fire extinguishers, firefighting or other fire protection equipment ("the fire protection equipment") as required by the Landlord and/or the competent authority;
- (b) test, service or otherwise conduct regular inspection of each of the fire protection equipment and maintain each of the fire protection equipment in good working order;
- (c) strictly adhere to and comply with any security measures or fire safety regulations which may be prescribed from time to time by the Landlord and/or the fire or other competent authority;
- (d) permit the Landlord and/or the fire or other competent authority at any time and from time to time with or without prior notification, to enter upon the Premises to ascertain the Tenant's compliance with the Tenant's obligations under the preceding clauses 4.4(a), (b) and (c);
- (e) keep the Premises in a pest-free, clean and hygienic condition;
- (f) comply with all statutory provisions and all rules and regulations made under any statutes subsidiary legislation or by-laws in respect of the sanitary arrangements hygiene health or cleanliness of the Premises, and to indemnify the Landlord against all costs claims liabilities fines or other expenses whatsoever which may fall on the Landlord by reason of the Tenant's non-compliance thereof;
- (g) take full responsibility for the cleaning of and maintaining to a hygienic standard acceptable to the Landlord of all air-ducting equipment and pipes, cooker, hood and any other clean ice device in the Premises.

5. LANDLORD'S COVENANTS

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Please Initial	
Landlord	Tenant

The Landlord hereby covenants with the Tenant as follows:

- (a) to pay property tax and outgoings: to pay all property tax and outgoings in respect of the Premises other than those covenanted herein to be paid by the Tenant; and
- (b) quiet enjoyment: that the Tenant duly paying the Rent, Service Charge, Promotion Fee and all other sums payable hereunder and observing and performing the several covenants and conditions herein contained and on the Tenant's part to be observed and performed shall peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord.

6. NO WARRANTY

The Tenant shall accept the Premises strictly “as is where is” (including all furnishings where applicable, fittings and fixtures) on that date on which the Premises are made available to it. The Landlord does not expressly or impliedly warrant that the Premises are now or will remain suitable or adequate for all or any of the purposes of the Tenant and warranties (if any) as to the suitability or adequacy of the Premises implied by law are hereby expressly negated.

7. GOODS AND SERVICES TAX

All amounts stated in this Agreement to be payable by the Tenant are exclusive of goods and services tax or other value-added tax by whatever name called ("GST") and accordingly, the Tenant shall pay any GST properly chargeable in respect of the supplies made under or as contemplated in this Agreement, such payment to be made without any deduction or withholding whatsoever and the invoice of the Landlord as to the amount of GST payable by the Tenant under this clause 7 in respect of any period shall, in the absence of manifest error, be conclusive and binding on the Tenant, both as to the Tenant's liability therefore and the amount thereof and until such payment, such GST shall be recoverable by the Landlord as if it were rent payable hereunder.

8. RIGHT OF RE-ENTRY

8.1. If:

- (a) non-payment: the Tenant fails to pay the Rent (whether formally demanded or not), charges, payments or sums payable under this Agreement or any part thereof within seven (7) days after its due date; or
- (b) non-performance: the Tenant fails to observe or perform any of its obligations under this Agreement (other than an obligation of the nature referred to in paragraph (a) of this clause 8.1 and such failure, if capable of being rectified, is not rectified to the Landlord's satisfaction within seven (7) days after the Landlord's written notice to the Tenant to so rectify; or
- (c) bankruptcy/winding up: the Tenant convenes a meeting of its creditors, or proposes or makes any arrangement or composition with, or any assignment for the benefit of, its creditors or any petition is presented or other step is taken by any person for the bankruptcy, winding up or judicial management of the Tenant or if a receiver or a receiver and manager is appointed over the assets or undertaking of the Tenant or any part thereof; or
- (d) execution: if a writ of seizure and sale or other execution is levied or issued out against any of the Tenant's assets or undertaking and the same is not discharged or withdrawn within seven (7) days after being so levied or issued out,

**delete if not applicable*

Please Initial	
Landlord	Tenant

then and in any such case, it shall be lawful for the Landlord at any time thereafter to re-enter the Premises without any prior notice or any part thereof in the name of the whole and thereupon the Term shall absolutely cease and determine and the Landlord shall be entitled to forfeit and retain for the Landlord's own benefit as liquidated damages the Security Deposit and all other monies paid but without prejudice to the right or remedy of the Landlord in respect of any unpaid Rent or sum payable hereunder or any antecedent breach of the Tenant's obligations under this Agreement.

- 8.2. In addition to the aforesaid, the Landlord shall be entitled to recover from the Tenant on a full indemnity basis any damages, costs or expenses suffered or incurred by the Landlord arising from the Tenant's fitting-out works or other damages done to the Building and/or the Premises by the Tenant, its servants, agents, contractors or employees, and the costs and expenses incurred in restoring the Premises to its original state and condition.
- 8.3. The Landlord shall not be liable or responsible for any loss of damage to the Tenant's fixtures, furnishings, equipment, machinery or other belongings whatsoever and howsoever caused by or arising from the Landlord's re-entry of the Premises and its possession thereof after such re-entry.
- 8.4. Without prejudice to the generality of clause 8.1, a written notice served by the Landlord on the Tenant to the effect that the Landlord thereby exercises the power of re-entry herein contained shall be a full and sufficient exercise of such power without actual entry on the part of the Landlord.

9. OTHER PROVISIONS

- 9.1. Interest on late payments: Without prejudice to the other provisions of this Agreement, if any sum payable by the Tenant to the Landlord under the provisions of this Agreement is not paid within seven (7) days after its due date or after demand (if so payable), the Tenant shall pay to the Landlord interest on such overdue sum (as well after as before any judgment) at the rate of twelve per cent (12%) per annum calculated on the basis of actual days elapsed and a 365-day year, from the date on which such sum falls due for payment to the date when such sum is received in cash by the Landlord or, where payment is made by cheque, to the date when the cheque is cleared, and until such payment, such interest shall be recoverable by the Landlord as if it were rent payable hereunder.
- 9.2. Appropriation of Payments: *The* Tenant hereby irrevocably authorises the Landlord to appropriate, apply and/or apportion any payment made by the Tenant towards satisfaction of any arrears or sums due from the Tenant to the Landlord on the date of payment as the Landlord deems fit at its sole and absolute discretion, notwithstanding any other instructions or conditions imposed by the Tenant or any other person making payment on the Tenant's behalf. For the avoidance of doubt, the Landlord shall not be bound by any such instructions or conditions by virtue of the Landlord's acceptance of any payment tendered by or on behalf of the Tenant.
- 9.3. Untenantability: If the Premises shall, at any time during the Term, be so damaged or destroyed as to render the Premises unfit for use for the purpose of this Agreement, then, except where any insurance money in respect of such damage or destruction is rendered irrecoverable by reason of the negligence or default of the Tenant or its employees, agents, invitees or licensees, the Rent, Service Charge and Promotion Fee or a fair proportion thereof according to the nature and extent of the damage sustained, shall be suspended until the Premises shall again be rendered fit for use for the purpose of this Agreement and any dispute concerning this clause 9.3 shall be determined by a single arbitrator in accordance with the Arbitration Act (Cap. 10). If the Premises shall be so damaged or destroyed as aforesaid, the Landlord may, in its absolute discretion, by notice in writing to the Tenant, forthwith terminate this Agreement and the Term.

**delete if not applicable*

Please Initial	
Landlord	Tenant

9.4. Landlord may redecorate: If the Tenant shall fail to redecorate the Premises in accordance with clause 4.1 (r), the Landlord may, but is not obliged to do so itself; and the Tenant shall upon demand pay to the Landlord all costs reasonably incurred by the Landlord in connection with such redecoration.

9.5. Tenant deemed as holding over: If the Tenant fails to redecorate and deliver vacant possession of the Premises in compliance with the terms of this Agreement and/or continue to occupy the Premises after the expiration or earlier determination of the Term (including such time required to complete redecorating the Premises where applicable), the Tenant shall be deemed to be holding over. Without prejudice to the other rights or remedies of the Landlord, the Tenant shall pay the Landlord for every day of such holding over double the amount of Rent and Service Charge or the prevailing market rent for the Premises (whichever is higher). All sums due under this clause shall recoverable by the Landlord as if it were rent payable hereunder. There shall be no renewal of this Tenancy by virtue of such holding over, by operation of law and/or pursuant to the provisions of this Agreement. For the avoidance of doubt, this clause shall not be deemed or otherwise construed as the Landlord's consent for the Tenant to hold over following the expiration or earlier determination of the Term.

9.6. Removal of Tenant's Property:

(a) In the event:

- (i) the Tenant fails to comply with clause 4.2(h) or fails to remove such goods or waste material immediately upon the Landlord's notice to the Tenant to remove the same; or
- (ii) this Agreement shall come to an end whether by effluxion of time or otherwise and the Tenant shall fail to remove any fittings, furniture, fixtures, plant, equipment or goods (which expression shall include personal property of every description) from the Premises (hereinafter together with the goods referred to in sub-paragraph 9.6(i)(a) above called "the Tenant's Goods") or any rubbish or discarded articles forthwith,

the Landlord may at its sole and absolute discretion and at the cost and expense of the Tenant, remove, store, dispose of or sell the Tenant's Goods and dispose of such rubbish, discarded articles or waste material as the Landlord thinks fit without being liable to account to the Tenant for the same.

- (b) Notwithstanding the Landlord's rights to deal with the Tenant's Goods, rubbish or discarded articles, the Tenant shall be deemed to be holding over for the period during which such Tenant's Goods, rubbish or discarded articles remain on the Premises.
- (c) Without prejudice to other rights and remedies of the Landlord, the Landlord shall apply the proceeds of sale of the Tenant's property, if any, after deducting the costs and expenses of removal, storage, disposal and sale incurred by the Landlord, towards discharging any arrears of Rent, GST, interest and any sums due from the Tenant to the Landlord under the provisions of this Agreement including such Rent and GST payable by the Tenant in respect of the period in which the Tenant is deemed to be holding over the Premises and the Landlord shall be entitled to keep the balance thereof, if any.
- (d) If there are no sale proceeds, or if such sale proceeds are insufficient, then all outstanding sums recoverable by the Landlord under this clause 9.6 shall be payable by the Tenant to the Landlord within seven (7) days of demand.
- (e) The Tenant shall indemnify, defend and hold harmless the Landlord against any and all liability incurred by the Landlord to any third party whose property shall have been sold or disposed of by the Landlord

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Please Initial	
Landlord	Tenant

in the bona fide belief (which shall be presumed unless the contrary be proved) that such property belonged to the Tenant and was liable to be dealt with as such pursuant to this clause 9.6.

- 9.7. Option to renew: The Landlord will, on the written request of the Tenant made not less than six (6) months before the expiration of the Term, and if there shall not, at the time of such request down to the expiration of the Term, be any breach by the Tenant of any of its obligations under this Agreement and at the expense of the Tenant, grant to the Tenant a further term as stated at Item 5 of Schedule A commencing on the day following the expiration of the Term at a revised rent and upon terms and conditions to be agreed upon between the Landlord and the Tenant. The Agreement for the further term must be signed by the Tenant and returned to the Landlord together with any additional security deposit stamp fees and any other costs and expenses payable there under not later than three (3) months before the expiration of the Term failing which the Tenant shall be deemed not to have exercised the option to renew in terms of this clause 9.7 and the Landlord shall forthwith be entitled to re-let the Premises to such persons as the Landlord thinks fit.
- 9.8. Right to alter Common Property: The Landlord shall have the right at any time without the same constituting an actual eviction of the Tenant, and without incurring any liability to the Tenant, to change the arrangement and/or location of entrances, passageways, doors, doorways, partitions, corridors, landings, staircases, lobbies, lifts, toilets or other Common Property, or any services, or apparatus serving the Building and to change the name, number or designation by which the Building is known.
- 9.9. Fees and expenses: The Tenant shall pay to the Landlord in each case on the basis of a full indemnity all expenses (including legal fees and out-of-pocket expenses) incurred by the Landlord in connection with:
- (a) the drawing up, negotiation and completing of this Agreement;
 - (b) any variation, consent or approval relating to this Agreement; and
 - (c) the preservation or enforcement, or the attempted preservation or enforcement, by or on behalf of the Landlord, of any of the Landlord's rights under this Agreement.
- 9.10. Tenant not to lodge caveat etc: The Tenant shall not at any time:
- (a) register this Agreement or lodge a caveat in respect of this Agreement with the Singapore Land Authority; nor
 - (b) require the Landlord to do any act or thing which could result in the Landlord being required to subdivide the Building or any part of it.
- 9.11. Stamp duties: The Tenant shall pay any stamp duty to which this Agreement (including any assignment or novation of this Agreement and/or the stall lease agreements) and all its counterparts may be subject or give rise and shall fully indemnify the Landlord from and against any loss or liability whatsoever which the Landlord may suffer or incur as a result of any delay or omission by the Tenant to pay such duty.
- 9.12. Rights cumulative; waivers: The rights of the Landlord under this Agreement are cumulative, may be exercised as often as the Landlord considers appropriate and are in addition to its rights under the general law and/or at equity; such rights shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing and, in particular, any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other right; any defective or partial exercise of any such rights shall not preclude any other or further exercise of that or any other right; and no act or course of conduct or negotiation on the part or behalf of the Landlord shall in any way preclude the Landlord from exercising any such right or constitute, a suspension or any variation of any such right.

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Please Initial	
Landlord	Tenant

- 9.13. Invalidity: If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and unenforceability of the remaining provisions shall not in any way be affected or impaired.
- 9.14. Notices: Any notice or communication under or in connection with this Agreement shall be in writing and, in respect of any such notice or communication to the Tenant, shall be sufficiently served if left addressed to the Tenant at the Premises or sent to it by registered post at the Premises; proof of posting of any such notice or communication to the Tenant shall be deemed to be proof of receipt on the third business day (which expression shall mean any day other than a Sunday or public holiday in Singapore) after posting.
- 9.15. Right to distrain: For the purposes of the Distress Act (Cap. 84) and of these presents, all moneys payable under this Agreement (including Rent and GST) and the interest payable on late payments shall be deemed to be rent recoverable in the manner provided in the said Act and the rent shall be deemed to be in arrear if not paid in advance at the times and in the manner provided in this Agreement thereof. All costs and expenses (including legal fees on a solicitor and client and indemnity basis) of and incidental to any distraint shall be payable by the Tenant and in so far as those not recovered under the distraint shall be recoverable as a debt.
- 9.16. Exclusion of Third Party' Rights: A person or entity who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) or any statutory modification or re-enactment thereof for the time being in force to enforce any of the provisions in this Agreement.
- 9.17. Deed of Guarantee: The Tenant shall procure all the directors of the company to furnish a deed of guarantee in the form and terms prescribed by the Landlord as attached, or in lieu of that to pay additional three (3) months' rent as further security deposit.
- 9.18. Assignment by Landlord: The Tenant expressly acknowledges that the Landlord is entitled to transfer all its rights and interest hereunder (including a transfer of the Security Deposit), and the Tenant shall, upon such transfer, be deemed to have consented to any such transfer. It is hereby agreed that the Tenant shall accept the transferee as the new Landlord and will release the Landlord from all its obligations under this Agreement, including but not limited to the Landlord's obligation to refund the Security Deposit and any other sums under this Agreement. Where required by the Landlord, the Tenant shall execute any agreement, novation or assignment made or to be by the Landlord and its transferee, such assignment to be prepared by and at the expenses of the Landlord.

10. INDEMNIFICATION AGAINST ALL OTHER LOSSES AND DAMAGES

Without prejudice to the Landlord's right under Section 28(4) of the Civil Law Act (Cap.43) and/or any of the clauses in this Agreement, the Tenant shall be responsible for, and shall unconditionally and irrevocably indemnify, defend and hold harmless the Landlord from and against:

- (a) all other loss and damage (including consequential or special damages), costs and any other expenses of any nature whatsoever, whether directly or indirectly incurred or may be incurred by the Landlord as a result of the Tenant's breach or non-observance of any of the clauses in this Agreement and/or the Tenant's holding over of the Premises after the expiration of the Term;
- (b) all demands, claims, liabilities, actions, loss and damage (including consequential or special damages), costs and any other expenses of any nature whatsoever, whether directly or indirectly incurred or may be incurred by the Landlord due to:
 - (i) any loss of life, injury, loss of or damage to property goods or chattels arising from or in connection with any occurrence in the Premises or the Building;

**delete if not applicable*

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Landlord	Tenant

- (ii) any act, omission, default, misconduct, or negligence of the Tenant or the Tenant’s occupants, visitors, independent contractors, employees, agents or to any other persons;
 - (iii) any breach or non-observance of any provisions in this Agreement;
 - (iv) any breach or non-observance of any provision in the stall lease agreements (where applicable) on or after the date of this Agreement;
 - (v) any holding over of the Premises after the early termination or expiration of the Term; and/or
- (c) all loss and damage to the Premises or the property therein whatsoever whether caused directly or indirectly by the Tenant or its employees, agents, independent contractors, occupiers or visitors. Without limitation to the generality of the foregoing, this shall include any use or misuse of waste, water, electricity or faulty fittings and fixtures in respect of the Premises.

11. NO LIABILITY OR CLAIMS

- (a) Notwithstanding anything herein contained, the Landlord shall be under no liability either to the Tenant or the Tenant’s occupants, visitors, independent contractors, employees, agents or to any others who may be permitted to enter or use the Premises or Building for:
- (i) loss of life, injury, damage to property: any accidents happening and/or loss of life, injury or loss or damage to property, goods or chattels howsoever caused, arising in the Premises or the Building, whether arising from the negligence or otherwise of the Landlord or that of its attendant, employee or agent;
 - (ii) interruption in Services: any interruption, disruption or cessation in the Tenant's enjoyment of the Premises or in, any of the Services by reason of:
 - (1) any upgrading, retrofitting, necessary repair or maintenance of the Premises or Building or of any installation, system, apparatus;
 - (2) any damage or destruction to the Premises, the Building, installation, systems or apparatus or any part thereof howsoever caused;
 - (3) any defect or breakdown of any installation, system or apparatus or any part thereof; and/or
 - (4) a strike of workmen or others or labour disputes or riot or fire or a shortage of electricity, fuel, materials, water, labour or inevitable accident or inclement conditions or Act of God or any other cause beyond the control of the Landlord;
 - (iii) actions of servants: any act, omission, default, misconduct or negligence of the Landlord or any of its attendant, agent or employee in or about the performance and purported performance of any duties herein;
 - (iv) damage due to leakage, etc.: any damage, injury or loss sustained by the Tenant from leakage or overflow of the piping wiring or sprinkler system in the Building and/or out of any defect in the structure of the Building or the defective working of any of the installations, systems and apparatus in the Building or for failure of the supply of electricity or other utilities to the Building and/or the Premises.
- (b) The Tenant further acknowledges and accepts that it has no claim or remedy whatsoever against the Landlord in respect of and/or in connection with:

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Please Initial	
Landlord	Tenant

- (i) Any death, damage, injury or loss caused by other tenants, occupants, visitors, independent contractor, agents or any other persons whatsoever or from any occurrence or works at any other premises or within the Premises or the Building;
- (ii) Any nuisance, interference, obstruction, disturbance or other inconvenience or any loss of business caused by any works carried out on or in respect of the Premises or the Building, whether by the Landlord or otherwise; and
- (iii) Any loss or damage to the Premises or any property therein caused directly or indirectly by the main contractor or by any other contractor or any attendant, employee or agent of the Landlord in or about performance or purported performance of any duty relating to the Premises.

12. INDEPENDENT CONTRACTORS

No architect, engineer or other consultant or contractor of any kind (including without limitation any contractors providing cleaning and waste removal services) approved, nominated or appointed by the Landlord or the Tenant for any purpose related to this Agreement or the Premises shall in any way be deemed to be the agent or employee of the Landlord, and the Landlord shall not in any way be liable nor responsible for any act, omission, default, misconduct or negligence of such architect, engineer, consultant or contractor. Any such person shall be considered as independent contractors.

13. UNDERTAKING FOR CONFIDENTIALITY

The Tenant shall keep confidential and not at any time disclose or permit to be disclosed to any person(s) whatsoever and whomsoever, all communications, negotiations, discussions and correspondence between the Tenant and the Landlord, any matter or information in relation to this Agreement or any agreement for a renewal of this Agreement, except with the prior written consent of the Landlord or as required by law or to the extent that such information has become public knowledge not due to the Tenant’s breach of this undertaking. In the event of any breach of this provision, the Landlord shall be at liberty to terminate this Agreement.

14. TERMS OF LEASE TO PREVAIL

All provisions of the Letter of Intent shall continue to bind the parties hereto as though they are expressly incorporated into this Tenancy Agreement so long as they are still relevant and to be observed and performed and are not repeated or inconsistent with this Tenancy Agreement. If there shall be any inconsistency between the provisions of this Tenancy Agreement and the provisions of the Letter of Intent then the provisions of this Tenancy Agreement shall prevail.

15. ENTIRE AGREEMENT

This Tenancy Agreement sets out the entire agreement and understanding between the parties in respect of the lease of the Premises. This Tenancy Agreement supersedes all prior oral or written communications, representations or agreements in relation to the subject matter of this Tenancy Agreement and any such prior oral or written communications, representations or agreements shall cease to have any force or effect. For the avoidance of doubt, the Landlord is not bound by any such representations or promises made with respect to the Premises if they are not stated in this Tenancy Agreement, whether written or oral, expressed or implied by the common law statute or custom.

It is also agreed that:

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Please Initial	
Landlord	Tenant

- (a) no party has entered into this Agreement in reliance upon any representation, warranty or undertaking of any other party which is not expressly set out or referred to in this Agreement; and
- (b) a party may claim in contract for breach of the terms of this Agreement but shall have no claim or remedy in respect of any misrepresentation, whether negligent or otherwise, and whether made prior to, and/or in this Tenancy Agreement or untrue statement made by any other party (save where in the case of fraud).

16. ACCUMULATIVE RIGHTS

For the avoidance of doubt, all rights and remedies provided in this Agreement are cumulative and may be exercised by the Landlord as it deems fit. All such rights and remedies under this Agreement are without prejudice and in addition to the Landlord’s rights and remedies at law and in equity.

17. GOVERNING LAW AND EXCLUSIVE JURISDICTION

This Agreement, any non-contractual obligations arising out of or in connection with it, and all agreements concluded under in connection with or pursuant to it, shall be governed by and construed in accordance with the law of the Republic of Singapore, and the Landlord and Tenant agree to submit to the exclusive jurisdiction of the Singapore courts as regards any dispute, claim or matter arising under, out of, or in connection with this Agreement, any non-contractual obligations arising out of or in connection with it, and all agreements concluded under in connection with or pursuant to the Agreement.

IN WITNESS, the parties have signed this Agreement.

SIGNED by
for and on behalf of the Landlord
in the presence of

Name & Signature of Witness

SIGNED by the Tenant
in the presence of

Name & Signature of Witness

**delete if not applicable*

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Landlord	Tenant

SCHEDULE A

ITEM	DESCRIPTION	PARTICULARS
1.	Tenant	Name: _____ *NRIC / FIN / Passport / UEN No.: _____ Correspondence Address: _____
2.	Floor Area	An estimated floor is of _____ square feet (the "Agreed Area")
3.	Premises	The premises of the Building comprising of Floor Area and which is known or to be known as _____
4.	Term	_____ (____) years commencing on the _____ day of _____ (month) _____ (year) and expiring on the _____ day of _____ (month) _____ (year) with rent free period of _____ from the _____ day of _____ (month) _____ (year) to the _____ day of _____ (month) _____ (year)
5.	Further Option to Renew Term	_____ years subject to a revised rent and upon terms and conditions to be agreed upon between the Landlord and the Tenant.
6.	Monthly Rent (Inclusive of Service Charge) <u>Excluding GST</u>	A sum of Singapore Dollars _____ (S\$ _____) per month plus prevailing GST for the total period of _____ Years
7.	Security Deposit <u>Excluding GST</u>	Singapore Dollars _____ (S\$ _____)
8.	Approved Usage Purpose	_____ Use Only
9.	Public Liability Insurance	Singapore Dollars _____ (S\$ _____)
10.	Floor Loading Provision	

**delete if not applicable*

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Landlord	Tenant