

# (RENTAL) TENANCY AGREEMENT

This Agreement made on the 05 day of January 2016

## BETWEEN

TAN WEI MENG, DAVID (CHEN WEIMING) S1234567A

LIM PEIQI S2345678C

(hereinafter called "The Landlord" which expression where the context so admits shall include its successors-in-title and assigns) of the one part and

## AND

David Wolf

FIN No. G1234567A

Passport No. A1234567

(hereinafter called "The Tenant" which expression where the context so admits shall include legal representatives or its successors in title and permitted assigns of the Tenant) of the other part.

Now it is hereby agreed and declared as follows: -

1. The Landlord agrees to let and the Tenant agrees to take all that premises situated and known as \_\_\_\_\_

1F Cantonment Road #50-88, Pinnacle@Duxton, Singapore 085601

(hereinafter called "the premises") together with the furniture, fixtures and other effects therein as listed in the Inventory attached ("the Effects") for a period of Eighteen (18) months from Fifteen (15) day of January 2016 to the Fourteen (14) day of July 2017.

2. The Tenant agrees with the Landlord to pay in advance on the Fifteen (15) of each calendar month a sum of Singapore Dollars Four Thousand Nine Hundred only (S\$ 4900.00) without any deduction whatsoever (hereinafter called "the Rent").

Payment shall be made to:-

Account of TAN WEI MENG, DAVID

Name of Bank POSB Savings

Account No 123-45678-9

3. The Tenant will pay to the Landlord the sum of **Singapore Dollars**

SECURITY DEPOSIT

**Seven Thousand Three Hundred Fifty only**

(S\$ **7350.00**) which is equivalent to **One & Half (1.5)** month(s) rental on or before the signing of this Agreement hereof to be held by the Landlord as security for the due performance and observance of the stipulations and agreements hereinafter contained provided that upon the expiration of the tenancy granted if the Tenant shall have duly performed and observed the stipulations and agreements the said sum shall be repaid without interest to the Tenant but otherwise the same or part thereof shall be used by the Landlord to offset any payments owing by the Tenant without prejudice to the right of the Landlord to recover all monies which may become due or payable by the Tenant under this Agreement. The balance thereof to be returned to the Tenant immediately but in any event not later than FOURTEEN (14) DAYS from the expiration or sooner determination of the tenancy stated herein.

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

a) To pay the said rent at the times and in the manner aforesaid without any deduction whatsoever.

RENT

b) Not to do or suffer or permit to be done anything whereby the policy or policies of insurance in respect of the said premises or any part thereof against loss or damage by fire may become void or voidable or whereby the rate of premium thereon may be increased and to repay the Landlord all sums paid by way of increased premiums and all expenses incurred by them in or about the renewal of such policy or policies rendered necessary by a breach of this Agreement.

LESSEE NOT TO VOID INSURANCE

c) At its own cost and expense to keep the interior of the premises including the sanitary installations, fixtures and fittings in good and tenantable repair and condition, fair wear and tear excepted, throughout the term and to replace the same with new ones if damaged, lost or broken and to yield up the same in good order and condition at the termination of the tenancy and furthermore to keep the premises in good, clean and habitable order and condition.

REPAIR OF THE PREMISES & DRY CLEANING OF CURTAINS

At the end or termination of the tenancy, the tenant is required to dry-clean all the curtains in the premises and re-hang the dry-cleaned curtains back to its original place.

d) To provide and replace electric bulbs and tubes at its own expense.

REPLACE ELECTRIC BULBS, ETC

e) To take up a service contract with a qualified air-conditioning contractor to service and maintain the air-conditioning units, including the topping-up of gas and chemical cleaning (if required), installed at the said premises, at least once every three (3) months at the expense of the Tenant and to keep them in good and tenantable repair and condition, throughout the term of this agreement. A copy of the service contract shall be forwarded to the Landlord. Any reasonable repair for air-conditioner breakdown not arising from the misuse or neglect of the Tenant will be at the Landlord's expense.

SERVICE OF AIR - CONDITIONERS

Please Initial	
Landlord	Tenant

*tan davidwm - davidwolf*  
L&MPQ

- f) To be responsible for all minor repairs and routine maintenance of the not exceeding a total sum of **Singapore Dollars One Hundred and Fifty only (\$150.00)** per item per job. Any expenditure exceeding Dollars One Hundred and Fifty only (\$150.00), the excess shall be borne by Landlord. This will effective after 30 days from commencement date of lease, prior to that the Landlord will have to attend to all repairs at Landlord's expense. In the event the cost of repairs exceeds S\$150.00, the Tenant shall bear the first \$150.00 and the Landlord shall bear the amount that exceeds the first S\$150.00. If the repairs or replacement necessitated is due to the Tenant's negligence, it shall be borne in full by the Tenant. The Landlord's consent to be obtained for any repair cost that exceeds \$150.00 before proceeding with repairs. MINOR REPAIRS
- g) To permit the Landlord and the Landlord's agents, surveyors and workmen with all necessary appliances to enter upon the said premises at all reasonable times by prior appointment with the Tenant for the purpose either of viewing the condition thereof or of doing such works and things as may be required for any repairs, alteration or improvement of the said premises. ACCESS TO PREMISES FOR REPAIR WORK
- h) Not to carry out or permit or suffer to be carried out alterations, additions or any changes of whatsoever nature to the premises without first having obtained the consent in writing of the Landlord NO UNAUTHORISED ALTERNATIONS ETC
- i) Not to hack any holes or drive anything whatsoever into the walls or to bore any holes in the ceiling without first having obtained the consent in writing of the Landlord except anything reasonably done to hang pictures, paintings and the like. NOT TO HACK HOLES ETC
- j) Not to do or permit to be done anything on the said premises which shall be become a nuisance or annoyance or cause injury to the Landlord or to the inhabitants of the neighbouring premises not to carry out any activity on the premises of an unlawful or illegal nature of constituting an offence or being in contravention of any statute or law of the country. NOT TO CAUSE NUISANCE AND INJURY
- k) Not to assign, sublet or otherwise part with the possession of the said premises or any part thereof or the furniture and fittings or any part thereof, provided that in the case of the Tenant being a limited company, this prohibition shall not prevent the occupation of the said premises by a bona fide employee of the Tenant. NO SUBLETTING
- l) To use the premises for private dwelling only and not for any immoral or illegal or other purposes. PERMITTED USE OF THE PREMISES
- m) To permit only occupants those are registered herein to occupy the premises. The Tenant must produce original of documents such as NRIC/passport/work permit/employment pass/student pass to prove his/her legal stay in Singapore to the landlord. REGISTERED OCCUPANTS
- n) To apply and pay all rates, taxes, levies, fees, charges and other outgoings on water, sewerage, sanitation, electricity, gas, telephone, cable television and other services imposed on, charged or payable upon or in respect of the said premises. PAY ALL RATES ETC
- o) Not to keep or permit to be kept on the said premises or any part thereof any materials or a dangerous, explosive or radioactive nature or the keeping of which may contravene any local statute or regulations or bye-law or in respect of which an increased rate of insurance is usually or any actually be required or the keeping of which may cause the fire policy in respect thereof to become null and void. PROHIBITION AGAINST STORAGE

- p) Not to erect or put up any sign board on the Premises without the Landlord's written consent. NO ERECTING OF SIGN BOARD
- q) At the expiration of the Tenancy to peaceably and quietly deliver up to the Landlord the said premises in like condition as if the same were delivered to the Tenant at the commencement of this Agreement, fair wear and tear excepted provided that the Tenant shall take all reasonable measure to ensure that any damages, defect or dilapidation which has been or at any time shall be occasioned by fair wear and tear shall not give rise to or cause or contribute to any substantial damage to the premises. YIELDING UP OF PREMISES
- r) To indemnify and keep indemnified the Landlord from and against; LOSS & DAMAGE TO THE PREMISES
- i) All loss and damage to the Premises caused by the Tenant, Tenant's family, Tenant's employees, occupiers or visitors and in particular but without limited the generality of the foregoing caused by the use or misuse of waste or abuse of water, electricity or faulty fittings or fixtures of the Tenant.
- ii) All claims demands writs, summonses and action suits proceedings judgments to the property orders decrees damages cost losses and expenses of any nature whatsoever which the Landlord may suffer or incur in connection with loss of life, personal injury and/or damage to the property arising from or out of any occurrence in, upon or at the premises or the use of the premises or any part thereof by the Tenant, Tenant's family or by any of the Tenant's employees or visitors; unless the same shall have been occasioned by the negligence of the Landlord its employees, servants, agents or contractors.
- s) The landlord shall not be liable or in any way responsible to the Tenant, Tenant's family or to any of the Tenant's employees or visitors or to any other persons for any injury loss or damage which may be suffered or sustained to any property or by any person in connection with the Premises and services or amenities enjoyed therewith howsoever occurring unless the same shall have been occasioned by the negligence of the Landlord its employees, servants, agents or contractors. RESPONSIBILITY OF INJURY
- t) To comply and conform at all times and in all respects during the continuance of this agreement with the provisions of all laws, acts, enactments and ordinances and rules, regulations, by-laws, orders and notice made thereunder by the Singapore government or any other competent authority and to indemnify the Landlord of all fines, impositions or penalties due to any default or non-compliance of the Tenant COMPLIANCE WITH LAW AND RULES
- u) To permit persons with authority from the Landlord at all reasonable times by prior appointment to enter and view the Premises for the purpose of taking a new tenant during **TWO (2) CALENDAR MONTHS** immediately preceding the termination of the tenancy. ACCESS TO PREMISES – NEW TENANT
5. Landlord hereby agrees with the Tenant as follows:
- a) The Tenant paying the rents hereby reserved and performing and observing the several covenants and stipulations herein contained shall peacefully hold and enjoy the premises during the term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord. QUIET ENJOYMENT

Please Initial	
Landlord	Tenant
<i>tan davidum</i> <i>LCMPQ</i>	<i>Davidwolf</i>

- b) All property taxes, rates and assessments which are or may hereafter be charges or impose on the premises are payable by the Landlord PAYMENT OF PROPERTY TAX
- c) To keep the roof, ceiling, main structure, walls, floors, wiring and pipes of the premises in good and tenantable repair and condition. (fair wear and tear excepted) KEEP PREMISES IN GOOD REPAIR
- d) To insure the said premises against loss or damage by fire and to pay the necessary premium punctually. FIRE INSURANCE
6. PROVIDED always and it is expressly agreed as follows:
- a) If the rent hereby reserved shall not be paid for seven (07) days after its due date or if there shall be a breach of any of the conditions, covenants or stipulations on the part of the Tenant herein contained, the Landlord shall be entitled to re-enter upon the said premises and thereupon this tenancy shall immediately absolutely determine but without prejudice to any right of action of the Landlord for damage or otherwise in respect of any such breach or any antecedent breach. RIGHT OF RE-ENTRY
- b) In the event the rent remaining unpaid seven (07) days after becoming payable (whether formally demanded or not), it shall be lawful for the Landlord to claim interest at ten percent (10%) per annum on the amount unpaid calculated from after the date due to the date of actual payment. DEFAULT IN RENT
- c) Any notice required under this Agreement shall be sufficiently served if it is sent by post in a registered letter addressed to the Tenant or the Landlord or other person or persons to be served by name at their address specified herein or if left at the last known place of abode or business. A notice sent by registered letter shall be deemed to be given at the time when it ought in due course of post to be delivered at the address to which it is sent. SERVICE OF NOTICE
- d) Notwithstanding the tenancy is for a term of Eighteen (18) months from the date of commencement of this tenancy, it may only be determined after a period of Twelve (12) months by the Tenant giving to the Landlord **TWO ( 2 ) CALENDAR MONTH'S** notice (this is in addition to the twelve (12) months aforesaid) in writing of the Tenant's intention to end the tenancy or **TWO ( 2 ) MONTHS'** rent in lieu of such notice if Mr/Ms. David Wolf, the Tenant of the premises be required to leave Singapore permanently on a job transfer or if the said Tenant's employment is terminated for any reason whatsoever. Provided always that the said written notice shall be accompanied by documentary evidence proving the event relied upon by the Tenant in the said written notice. DIPLOMATIC CLAUSE
- e) That the Landlord will on the written request of the Tenant made not less than **TWO (2)** months before the expiration of the tenancy hereby created and if there shall not at the time of such request be any existing breach or non-observance of any of the agreements and stipulations on the part of the Tenant herein contained at the expense of the Tenant grant to the Tenant a tenancy of the said premises for a further term of **one (1) year** from the expiration of the tenancy hereby created upon the same terms and conditions except for this option and except for the monthly rent contained herein which shall be that as agreed to by the parties. OPTION TO RENEW
- f) Upon expiration of the said term or earlier determination, the Tenant shall deliver the said premises to the Landlord after a joint inspection thereof by both parties, and thereafter the Tenant shall not be under any liability whatsoever to the Landlord nor shall the Landlord have any claim against the Tenant in respect of any damages to the said premises other than for damage ascertained at the said joint inspection. JOINT INSPECTION

- g) The waiver by either party of a breach or default of any of the provisions in this Agreement shall not be constructed as a waiver of any succeeding breach of the same or other provisions nor any delay or omission on the part of either party to exercise or avail itself of any right that it has or may have herein, operates as a waiver of any breach or default of the other party. DEFAULT OF THE PROVISIONS
  
- h) In case the said premises or any part thereof shall at any time during the said tenancy be destroyed or damaged by fire, lightning, riot, explosion or any other inevitable cause so as to be unfit for occupation and use then and in every such case (unless the insurance money shall be wholly or partially irrecoverable by reason solely or in part of any act of default of the Tenant) the rent hereby reserved or a just and fair proportion thereof according to the nature and extent of the damage sustained shall be suspended and cease to be payable in respect of any period while the said premises shall continue to be unfit for occupation and use by reason of such damage. UNTENANTABILITY OF PREMISES LEADING TO SUSPENSION OF RENT
  
- i) In case the said premises shall be destroyed or damaged as in Clause 6(h) herein and if the Landlord or the Tenant so thinks fit shall be at liberty to terminate the tenancy hereby created by notice in writing and upon such notice being given the term hereby created shall absolutely cease and determine but without prejudice to any right of action of the Landlord in respect of any antecedent breach of this Agreement by the Tenant. LEADING TO TERMINATION
  
- j) Notwithstanding anything herein contained the Landlord shall be under no liability to the Tenant, members of the Tenant's, Tenant's immediate family or to any other person who may be permitted to enter, occupy or use the said premises or any part thereof for accidents, happenings or injuries sustained or for loss of or damage to property goods or chattels in the said premises or any part thereof whether arising from the defects in the said premises or the negligence of any servant or agent of the Landlord or otherwise and the Tenant shall keep the Landlord fully indemnified against all claims, demands, actions, suits, proceedings, orders, damages, costs, losses and expenses of any nature whatsoever which the Landlord may incur or suffer in connection with the aforesaid. TO INDEMNIFY THE LANDLORD
  
- k) In the event of Enbloc Redevelopment the Landlord shall be at liberty by giving three (3) months notice in writing to determine the tenancy hereby created and shall refund the deposit to the tenant without interest. ENBLOC RE-DEVELOPMENT
  
- l) The stamp duty on the original and duplicate of this Agreement shall be borne by the Tenant and paid forthwith. STAMP DUTY

Please Initial	
Landlord	Tenant

*tan davidwm — davidwolf*  
*LC/MPQ*

m) 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 law of Singapore. GOVERNING LAW

**AS WITNESS** the hands of the parties hereto the day and year first above written: -

Signed by the Landlord )  
TAN WEI MENG, DAVID (CHEN ) *tan davidwm*  
WEIMING) S1234567A ) *L&MPG*  
LIM PEIQI S2345678C )

In the presence of )  
JOHN TAN YEW HWEE ) *johnstan*  
S5678901C )

Signed by the Tenant )  
David Wolf G1234567A ) *Davidwolf*  
)  
)

In the presence of )  
JOHN TAN YEW HWEE ) *johnstan*  
S5678901C )  
)

**Registered Occupiers:**

(1) Mary Watson  
FIN NO. G2345678B  
Passport No. B2345678C

(2) Ethan Dave Wolf  
FIN No. G3456789C  
Passport No. C3456789D

Please Initial	
Landlord	Tenant
<i>tan davidwm</i> <i>L&amp;MPG</i>	<i>Davidwolf</i>