

# **TENANCY AGREEMENT**

Between

**THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE**

And

**[NAME OF TENANT]**

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**REF NO:** [XXX]

**THIS AGREEMENT** is made on the [day] of [month] [year].

BETWEEN:

- (1) **THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE** c/o The Singapore Land Authority, 55 Newton Road, #12-01, Revenue House, Singapore 307987 (hereinafter referred to as the "Landlord", which expression shall include its successors, assigns and all persons entitled to the reversion immediately expectant upon the termination of the tenancy granted under this Agreement and where applicable the Landlord's authorised agents and representatives) of the one part;

AND

- (2) **[TO INSERT NAME OF COMPANY] (Company Registration No < > ) whose registered office is at [to insert address]** (hereinafter referred to as the "Tenant" which expression shall where the context so admits include the Tenant's successors, executors and administrators) of the other part.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**1. Definitions and Interpretation**

**1.1** In this Agreement:

"Approved Use" shall have the meaning ascribed to it in **Schedule 1**;

"Approved Works" shall have the meaning ascribed to it in **Clause 4.11.2**;

"Building" means the building which the Premises form part and refers to each and every part of the Building and where applicable, the car parks, service, loading and any other areas the use and enjoyment of which is appurtenant to the Building;

"Floor Area" in relation to the Premises means the estimated floor area stipulated in **paragraph 1 of Schedule 1**;

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“Parties” means both the Landlord and Tenant, and “Party” means either the Landlord or the Tenant;

“permitted occupier” means any person on the Premises for any period expressly or by implication with the Tenant’s authority or permission.

“Premises” means the property described in **Schedule 1**, **the boundaries and location of which are shown in the attached plan marked for purposes of identification only**, excluding exterior faces of external walls, the external faces of boundary walls and the roof;

“Rent” means the rent payable by the Tenant as specified in **Schedule 1**, **or the rent as may be increased or adjusted in accordance with paragraph 1 of Schedule 4 and/or paragraph 2 of Schedule 4**;

“Singapore Land Authority” means the Singapore Land Authority constituted under the Singapore Land Authority Act (Cap. 301);

“Term” means the term of tenancy granted under this Agreement as specified in **Schedule 1**;

“this Agreement” means this Agreement and all plans, drawings, schedules of and annexures to it, and includes all supplementals, additions, variations and amendments to it; and

“working day” means any day from Monday to Friday inclusive but excludes any public holiday.

- 1.2 Every obligation by the Tenant is taken to include an obligation by the Tenant to ensure that each of his employees, agents, independent contractors, permitted occupiers and others under his control comply with that obligation. Any covenant by the Tenant not to do any act or thing includes an obligation not to allow that act or thing to be done.
- 1.3 Each plan, drawing, schedule of and annexure to this Agreement forms an integral part of this Agreement, and the provisions thereof shall have the same force and effect as if expressly set out in the main body of this Agreement.
- 1.4 A reference to the whole includes any part thereof and a reference to the word “include” or “including” shall not be construed as having any limiting effect.

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- 1.5 Words importing one gender include all other genders, and words importing the singular include the plural and vice versa.
- 1.6 Words denoting natural persons include corporations and firms.
- 1.7 If any Party to this Agreement comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that Party jointly and severally.
- 1.8 All clause, paragraph and schedule headings are for convenience of reference only and shall not be taken into consideration in the interpretation or construction of the clauses, paragraphs or schedules to which they relate.
- 1.9 Unless otherwise stated, any reference in this Agreement to a numbered clause, paragraph or schedule of this Agreement shall mean the clause, paragraph or schedule of this Agreement so numbered.
- 1.10 Unless otherwise stated, any reference in this Agreement to any statute or legislation shall be deemed a reference to such statute or legislation as amended from time to time, and for the time being in force, and be deemed to include any subsidiary legislation made under it.

## 2. Letting of the Premises

- 2.1 The Landlord hereby lets the Premises to the Tenant together with (so far as the Landlord has title to grant the same) the rights set out in **clause 2.2** and excepting and reserving to the Landlord the rights set out in **clause 2.3**, subject to and in accordance with the terms and conditions contained in this Agreement and the provisions of the State Lands Act (Cap.314) and the State Lands Rules, for the Term and at the Rent.
- 2.2 The Landlord hereby further grants the right for the Tenant and all persons duly authorised by the Tenant in common with the Landlord and all persons duly authorised by the Landlord and all others so entitled thereto:
- (a) to pass and repass to and from the Premises at all times for all purposes connected with the use and enjoyment of the Premises (but not otherwise) over and along all the usual entrances, exits, landings, lifts, escalators and pass ways leading thereto;

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- (b) to the free and uninterrupted use (subject to temporary interruption for repair, replacement or alteration and interruptions due to events beyond the reasonable control of the Landlord) of all electric, telephone and other pipes, wires and cables to and from the Premises and upon, through or under adjacent parts in the Building so far as is necessary for the enjoyment of the Premises;

2.3 Without prejudice to **clauses 2.1** and **2.2**, the following rights are hereby excepted and reserved unto the Landlord:

- (a) to the free and uninterrupted use of all gas, water and other pipes, electric, telephone and other wires, conduits, flues and drains or other conducting media (not exclusively appertaining to the Premises) which now are or may hereafter during the Term be in upon, through, under or over the Premises;
- (b) to create and to maintain in, upon, through, under or over the Premises at any time during the Term any easements or services for the benefit of any part of the Building;
- (c) to erect scaffolding for the purpose of repairing, cleaning renovating, refurbishing, altering or painting the Building notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Premises;
- (d) of access to the Premises in accordance with the Tenant's covenants contained in this Agreement; and
- (e) of light, air, support, shelter and all other easements and rights now or hereafter belonging to or enjoyed by other parts of the Building.

2.4 The Premises are let to the Tenant on an "as is where is" basis, and the Tenant shall accept the actual state and condition of the Premises in all respects as at the date of this Agreement and at the commencement of the Term.

### 3. Tenancy for a Further Term / Intentionally left blank *[delete which is not applicable]*

3.1 If the Tenant wishes to have a tenancy of the Premises (in whole and not in part) for a further term, the Tenant shall serve a written request on the Landlord not less than **three (3) months**, and not more than **six (6) months** before the end of the Term, and the Landlord may, at its sole discretion, agree to grant the Tenant a tenancy for such further term from the end of the Term, at such rent and on such terms and conditions to be agreed between the Parties.

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#### 4. Tenant's Covenants

The Tenant hereby covenants with the Landlord as follows:

##### 4.1 Rent

4.1.1 The Tenant shall pay the Rent promptly as and when due, without any demand, deduction, set-off or counterclaim, through the Inter-bank Giro Scheme or by any other mode of payment agreed in writing by the Landlord, at the times and in the manner as set out in **Schedule 1**. The said Rent payable is exclusive of any Goods and Services Tax chargeable thereon.

4.1.2 Intentionally Left Blank

##### 4.2 Goods and Services Tax

4.2.1 In addition to the Rent and other monies payable under this Agreement, the Tenant shall pay to the Landlord immediately on demand:

- (a) the amount of any Goods and Services Tax (hereinafter referred to as "GST") chargeable under the Goods and Services Tax Act (Cap. 117A) and payable by the Landlord in respect of any sum payable under this Agreement, and for the grant of the tenancy under this Agreement; and
- (b) all interest and penalties whatsoever suffered or incurred by the Landlord resulting from the failure or delay on the part of the Tenant in the payment and discharge of such GST.

##### 4.3 Interest

4.3.1 If the Rent or any part thereof, or any other monies (including the amount of GST payable under **Clause 4.2.1**), due to the Landlord under this Agreement shall remain unpaid by the Tenant after the same is due (whether any formal demand thereof is made or not), the Tenant shall pay interest based on the prevailing Late Payment Interest Rate(s) (as defined in **Clause 4.3.2**) applicable to such outstanding monies at any time, from the date such monies fall due for payment until the date of actual payment (both before and after judgment) subject always to a minimum interest charge of **\$3.00**, and such interest shall be recoverable from the Tenant as if the same were rent in arrears.

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- 4.3.2 The “Late Payment Interest Rate(s)” shall mean the interest rate(s) which shall not exceed 12% per annum in any event, as determined by the Landlord from time to time to be applicable and chargeable on any overdue payment, and published on the Singapore Land Authority’s website at [www.sla.gov.sg](http://www.sla.gov.sg). The Tenant shall access the said website from time to time to find out the applicable and chargeable rate(s) and shall be deemed to have notice of such rate(s).

#### 4.4 Utilities and Other Services

- 4.4.1 The Tenant shall pay for all costs (including installation and testing costs) in respect of the utilities and any other services supplied separately to the Premises and charged by SP Services Ltd and/or other relevant authority, supplier or utility licensee.
- 4.4.2 All facilities and meters or sub-meters for utilities and other services installed for the use of the Premises shall be installed at the Tenant’s own cost and expense and the Tenant shall be liable and pay for all turning on fees and all charges therefor.
- 4.4.3 The Tenant shall comply with the requirements and regulations of the respective suppliers of utilities and other services to the Premises.
- 4.4.4 For the purposes of this Clause 4.4, the term “utilities” shall include water, electricity, telecommunications network, gas and any water-borne sewerage systems.

#### 4.5 Insurance

- 4.5.1 The Tenant shall take out and maintain at all times during the Term, the insurance policies set out in **Schedule 3**, and shall observe, perform and comply with all the requirements set out in that Schedule.

#### 4.6 Security Deposit

- 4.6.1 On or before the signing of this Agreement, the Tenant shall provide the Landlord with the following (hereinafter referred to as the “security deposit”):
- (a) a cash deposit of [insert amount in words] (\$XXX) (hereinafter referred to as the “Sum”) equivalent to **three (3)** months’ Rent; or

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- (b) in lieu of the cash deposit, an “on-demand” banker’s guarantee, or an insurance performance bond issued by an insurance company approved by the Monetary Authority of Singapore, for the Sum,

as security for the due observance and performance by the Tenant of all the terms and conditions of this Agreement. Any banker’s guarantee or insurance performance bond provided as security under this **Clause 4.6.1** shall be in a form approved by the Landlord.

- 4.6.2 The Landlord shall be entitled, without prejudice to any other right or remedy it may have under this Agreement, to deduct and/or to set off from the security deposit so provided by the Tenant under this **Clause 4.6** (whether it be in the form of a cash deposit or by way of a banker’s guarantee or insurance performance bond), the amount of any Rent in arrears or interest thereon or any sum payable to the Landlord remaining unpaid or any loss or damage sustained by the Landlord as the result of any breach, non-observance or non-performance by the Tenant of any of the terms and conditions of this Agreement. The security deposit shall not be deemed to be payment of the Rent or any of the payments hereby reserved or any part thereof unless the Landlord exercises the Landlord’s right herein.
- 4.6.3 If any part of the security deposit provided by the Tenant under **Clause 4.6.1** shall be applied by the Landlord as provided in **Clause 4.6.2**, the Tenant shall on written demand by the Landlord forthwith further deposit with the Landlord a cash sum equivalent to the amount so applied by the Landlord, or furnish a banker’s guarantee or insurance performance bond for that amount, so that the security deposit shall at all times be equivalent to the Sum.
- 4.6.4 If, at any time during the Term, the Rent are increased in accordance with the provisions of this Agreement, the Tenant shall on demand by the Landlord forthwith further deposit with the Landlord a cash sum or furnish a new banker’s guarantee or insurance performance bond, so that the security deposit shall at all times be equal to **three (3)** months’ Rent.
- 4.6.5 If, in addition to the security deposit referred to in **Clause 4.6.1**, the Tenant is required to provide the Landlord with any other security deposits (hereinafter referred to as “additional security deposits”) under any other provision of this Agreement or as a condition for the Landlord’s grant of consent or approval under any provision of this Agreement, the Tenant shall forthwith provide the Landlord with such additional security deposits in the amounts and forms as agreed or stipulated by the Landlord.

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- 4.6.6 Subject to the Landlord's rights as set out in the provisions of this **Clause 4.6** and this Agreement, the Landlord shall refund without interest and / or return (as the case may be), the cash deposits, banker's guarantees and / or insurance performance bonds provided as security deposit and additional security deposits, after the expiry or earlier termination of the tenancy granted under this Agreement.

#### **4.7 Approved use of the Premises**

- 4.7.1 The Tenant shall use the Premises for the Approved Use only subject to and in accordance with the approval of the competent authority under the Planning Act (Cap. 232) and the provisions of this Agreement including all the attached Schedules, and shall not use the Premises for any other purposes.

#### **4.8 Planning Permissions and Licensing Requirements**

- 4.8.1 Where use and planning permissions are required for the Approved Use of the Premises, the Tenant shall at his own cost and expense, obtain all the requisite permissions and approvals from the relevant authorities, and comply with all their conditions and requirements.
- 4.8.2 Where licences are required for the operation of the Premises for the Approved Use of the Premises, the Tenant shall at his own cost and expense, obtain all the requisite licences and approvals from the relevant authorities, and comply with all their requirements and conditions.

#### **4.9 Obligations and Restrictions on the use of the Premises and the Building**

The Tenant shall observe, perform and comply with the requirements of this **Clause 4.9**:

##### **4.9.1 Nuisance**

The Tenant shall not do anything on any part of the Premises which in the opinion of the Landlord is or may become, or cause a nuisance or annoyance to or in any way interfere with the quiet enjoyment or comfort of the Landlord or its tenants or the occupiers of adjoining or neighbouring premises .

##### **4.9.2 Illegal and immoral acts and unauthorised use**

The Tenant shall not use any part of the Premises for a sale by auction or any dangerous, noxious, noisy or offensive activity, or any illegal or immoral act or purpose.

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**4.9.3 Combustible material**

The Tenant shall not bring upon or keep on any part of the Premises or the Building any substances or materials of a combustible, inflammable, dangerous or explosive nature, or the keeping of which may contravene any laws, regulations or bylaws, or any requirements imposed by the Landlord.

**4.9.4 No pets, animals etc**

The Tenant shall not keep any pets whether a dog, cat, bird, reptile or any other animal on the Premises without the Landlord's prior written consent.

**4.9.6 Not to void insurance**

The Tenant shall not do anything which may result in the insurers refusing to pay the insured sums (entirely or partly) under any fire and other insurance policies taken out by the Landlord, or make any such insurance policies invalid or capable of being cancelled, or which may increase the premium payable by the Landlord on such policies. In the event of a breach of this covenant, the Tenant shall make good all damage suffered by the Landlord and repay to the Landlord on demand all sums paid by the Landlord by way of increased premiums and all other expenses relating to the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to any other rights of the Landlord.

**4.9.7 Refuse Disposal**

The Tenant:

- (a) shall not discard refuse, rubbish, scrap, tins, bottles, boxes, containers of any kind, any article or thing through or over windows or any part of the Premises but shall collect and/or remove all refuse or rubbish whatsoever from the Premises and discard the same in rubbish chutes or approved refuse bins, receptacles or containers as the Landlord may from time to time direct at such times and places as may be specified by the Landlord, the National Environment Agency and/or any relevant authority or organisation; and
- (b) shall, at the Tenant's own expense, arrange for all bulky waste or debris, including but not limited to furniture, to be removed from the Premises immediately and disposed of in accordance with statutory or regulatory requirements.

**4.9.8 Not to display signs and advertisements**

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- (a) The Tenant shall not display, erect, attach, affix, paint or otherwise exhibit on any part of the exterior of the Premises any name, logo, sign, notice, advertisement, placard, banner, flag or television or wireless mast or aerial or any other thing whatsoever without the prior written approval from the Landlord and the relevant authorities, and in accordance with all their terms and conditions;
- (b) The Tenant shall not erect or install on the windows of the Premises or on any glass panel any sign, device, furnishing, ornament or object which is visible from outside the Premises and which, in opinion of the Landlord, is incongruous or unsightly or may detract from the general appearance of the Building; and
- (c) The Tenant shall ensure that the décor and design of the exterior of the Premises are in accordance with plans and specifications previously submitted to and approved by the Landlord, and not to make any changes to such external parts without the prior written consent of the Landlord.

**4.9.9 No obstruction**

- (a) The Tenant shall not place or leave any item outside the Premises including the common corridors and staircase, which in the opinion of the landlord is unsightly or may hinder access;
- (b) In the event that the Tenant is in breach of this **Clause 4.9.9**, the Landlord shall give notice to the Tenant to rectify such breach. If the Tenant shall not within seven (7) days after the service of such notice proceed diligently to rectify such breach and complete the said rectification required by the Landlord in the aforesaid notice, then in either event the agent or servants of or any person duly authorised by the Landlord shall be entitled and is authorised, without being liable for any loss or damage occasioned thereby to the Tenant or any third party, and without prejudice to the Landlord's right to claim losses, damages, costs and expenses, including without limitation legal and other professional costs and administrative charges, arising directly or indirectly out of the Tenant's breach:
  - (i) to remove all items outside the Premises and all costs and expenses incurred including storage costs (if any) shall be payable by the Tenant forthwith on demand by the Landlord; and/or

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- (ii) as the Tenant's agent sell the removed items as the Landlord deems fit and apply the net proceeds thereof to pay for any sums payable by the Tenant to the Landlord and pay the balance (if any) to the Tenant; or
- (iii) dispose or otherwise deal with the items as the Landlord in its sole and absolute discretion deems fit.

The Tenant shall fully indemnify the Landlord against any liability incurred by it to any third party whose property shall have been disposed of or sold by the Landlord in the bona fide mistaken belief (which shall be presumed unless the contrary be proved) that such items belonged to the Tenant and was liable to be dealt with as such pursuant to this Clause.

#### **4.9.10 Installation of alarm system and Other Devices**

The Tenant shall not affix or cause to be affixed any alarm system, hidden cameras or any other devices in or around the Premises without first obtaining the written permission of the Landlord. In default thereof, the Landlord shall have the right to cause the same to be removed and put right at the Tenant's own cost and expense.

#### **4.9.11 Use of Fixtures**

- (a) The Tenant shall keep the Landlord's fixtures and fittings at all times in the Tenant's possession and control at the Premises and shall not remove or part with any of the same from the Premises without the prior written consent of the Landlord; and
- (b) The Tenant shall use in a proper and careful manner any of the Landlord's fixtures on the Premises.

#### **4.9.12 To give notice of defects**

The Tenant shall notify the Landlord or its agents immediately of any damage, defect or malfunction in the Premises, the water pipes, gas pipes, electrical wiring or any other fittings and fixtures therein, which may give rise to any duty on the part of the Landlord, and the Tenant shall at all times display and maintain any notices that the Landlord may from time to time require the Tenant to display at the Premises.

#### **4.9.13 To give notice of, and compliance with statutory notices**

The Tenant shall notify and produce immediately to the Landlord or its agents a copy of any notice, direction, or order that affects the Premises that is issued to or served on the Tenant (or on the occupiers of the Premises) by any Government department or any relevant

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authority, and the Tenant shall without delay take all necessary steps to comply with such notice, direction or order.

**4.9.14 To provide evidence of compliance**

The Tenant shall produce to the Landlord or its agents and all such evidence including documentary and real evidence as the Landlord may require to satisfy itself that the provisions of this Agreement have been complied with.

**4.9.15 To comply with all laws and regulations**

The Tenant shall ascertain and comply fully and promptly, at his own cost and expense, with all laws and regulations of the Republic of Singapore, and with all conditions and requirements of the Government departments, the relevant authorities (constituted under any written law for the time being in force) and the public utility licensees relating to:

- (a) the Premises;
- (b) the use or occupation of the Premises;
- (c) anything done in the Premises by the Tenant; and
- (d) anything in the Premises.

**4.10 Repairs and General Maintenance**

4.10.1 The Tenant shall, at all times, at his own cost and expense, keep the Premises clean, tidy and clear of all rubbish.

4.10.2 The Tenant shall:

- (a) at all times, at his own cost and expense, keep the Premises free from termite infestation, vermin and other pests, and for this purpose, the Tenant shall engage a competent pest control contractor to carry out regular fumigation, disinfection and chemical spraying and such other services as may be required; and
- (b) give written notice forthwith to the Landlord of any infectious illnesses which arise in or about the Premises.

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4.10.3 The Tenant shall, at his own cost and expense, keep in a good state of repair and condition, and properly maintained, all of the following:

- (a) the interior of the Premises, the flooring and interior plaster or other surface material or rendering on walls and ceilings, and the Landlord's fixtures and fittings installed therein including the, doors, window frames and glass in windows, skylights, wires, installations and equipment; and
- (b) (where approval under **Clause 4.9.8** has been given), the Tenant's logo, signage, placard, poster, notice, advertisement, name or sign or television or wireless mast or aerial or any other thing whatsoever appearing on any part of the exterior of the Premises or any part of the Building, and

take all precautions and measures to ensure that any damage, 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. For the avoidance of doubt, the Tenant's obligation to keep in good repair and condition shall include putting in good repair and condition at the start of the Term if there is an existing lack of repair or condition.

4.10.4 The Tenant shall, at his own cost and expense, immediately make good to the satisfaction of the Landlord, any damage caused to the Premises (including any Landlord's fixtures and fittings installed therein) or the Building by the Tenant, its employees, agents, independent contractors, invitees or licensees.

#### 4.11 Approval for Works

4.11.1 The Tenant shall not, at any time without the prior written approval of the Landlord and the relevant authorities, carry out any additions to or alterations in the Premises or any other works (hereinafter referred to collectively as the "Works") on or to or affecting the Premises including the following:

- (a) make any addition or alteration to or affecting the structure or exterior of the Premises or the appearance of the Premises as seen from the exterior;
- (b) undertake any internal partitioning, or any additions or alterations to the Premises or any part thereof or the Landlord's fixtures, fittings and decorations therein;
- (c) install or construct any lighting or air-conditioning within the Premises;

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- (d) install or erect any exterior lighting, shade, canopy or awning or other structure in front of or elsewhere outside the Premises; and
  - (e) affix or install any further or additional electrical points in or about the Premises.
- 4.11.2 The Tenant shall, at his own cost and expense, engage competent professionals to prepare and submit, the requisite plans, layouts, designs, drawings, specifications and details of proposed materials for the Works, to the Landlord and the relevant authorities for their written approval, and in the event that the Tenant carries out the works referred to in **paragraph 4.11.1(e)** above, the Tenant shall in addition submit proper electrical plans to SP Services Ltd for approval. All such Works as approved by the Landlord and the relevant agencies and authorities shall be referred to in this Agreement as the "Approved Works".
- 4.11.3 In the event that approval is given for the Tenant to carry out the works referred to in **paragraph 4.11.1(e)** above, such work shall be carried out by a specialist electrical contractor to be employed and paid by the Tenant who shall ensure as part of the work that the existing circuits are not overloaded or unbalanced.
- 4.11.4 The Tenant shall at his own cost and expense, carry out and complete the Approved Works:
- (a) in conformity in every respect with the plans, drawings and specifications as approved by the Landlord and the relevant authorities and in accordance with all their terms and conditions; and
  - (b) with good and suitable materials, and in a good and workmanlike manner in accordance with good building practice.
- 4.11.5 For the avoidance of doubt, no compensation shall be given to the Tenant upon earlier termination or expiry of the tenancy granted under Agreement notwithstanding any improvements made to the Premises by the Tenant during the tenancy.
- 4.11.6 All debris and waste materials of whatever nature resulting from any works herein shall be disposed by the Tenant in a manner prescribed by the Landlord failing which the Landlord reserves the right to dispose of the same and all costs and expenses incurred by the Landlord in this respect shall be paid by the Tenant to the Landlord forthwith on demand, and all costs and expenses so incurred together with interest thereon from the date the

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costs and expenses were so incurred by the Landlord until the date they are paid, shall be recoverable from the Tenant as if they were rent in arrears.

#### **4.12 Rights of entry**

4.12.1 The Tenant shall allow the Landlord and its agents, with any necessary contractors and workmen, to enter any part of the Premises without restriction, at all reasonable times between 9am and 6pm on a working day and on prior notice (or in the event of an emergency on any day (whether or not a working day) and at any time without notice) for any purpose whatsoever including the following:

- (a) to ascertain if the provisions of this Agreement have been observed and performed;
- (b) to inspect (and to open floors and ceiling where the same is required in order to view) the state of repair and condition of the Premises;
- (c) to monitor the progress of, and to inspect the Approved Works made on or to the Premises;
- (d) to carry out any work to adjoining property owned by the Landlord that cannot reasonably be carried out without access to the Premises, and any jointly used facility;
- (e) to carry out such upgrading, retrofitting, repairs or any other works which the Landlord considers necessary or desirable to any part of the Premises, including, without prejudice to the generality of the foregoing, laying or fixing all pipes, ducts, wires, cables and other apparatus for water, gas, sewerage and electricity as the Landlord may from time to time require for the general purposes of the Building or otherwise;
- (f) to take inventories;
- (g) to carry out structural survey, GFA survey and any other survey in respect of the Premises and the Building; and
- (h) to exercise any right granted or reserved to the Landlord by this Agreement.

#### **4.13 Compliance with the Landlord's notices**

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- 4.13.1 Where the Tenant has breached any of its obligations under this Agreement, the Landlord shall be entitled to give to the Tenant a written notice specifying the action or works (including without limitation, repairs, cleaning, maintenance and painting works) required of the Tenant to remedy the breach.
- 4.13.2 Upon receipt of such a notice from the Landlord, the Tenant shall carry out the action or works specified therein immediately, and complete the same to the Landlord's satisfaction within the time period stipulated by the Landlord. If the Tenant refuses to carry out the action or works, or fails to complete them within the stipulated time period or fails to complete them to the Landlord's satisfaction, the Tenant shall allow the Landlord, its agents, contractors and workmen with all necessary appliances and tools to enter the Premises to execute the action or works, or whatever is outstanding.
- 4.13.3 The Tenant shall pay to the Landlord on demand all costs and expenses incurred by the Landlord for carrying out and/ or completing the aforesaid action or works. A statement from the Landlord setting out all such costs and expenses incurred by it shall be final and binding on the Tenant.

**4.14 At the expiry or earlier termination of the Term**

- 4.14.1 At the expiration or earlier termination of the tenancy granted under this Agreement, subject to **Clause 4.14.2** and unless otherwise required by the Landlord in writing, the Tenant shall, at his own cost and expense, deliver to the Landlord vacant possession of the Premises, clean, tidy, and in a tenantable condition, together with all of the following:

- (a) all locks, keys and fastenings complete;
- (b) all Approved Works carried out by the Tenant to the Premises; and
- (c) all Landlord's fixtures and fittings (if any) installed at the Premises.

If the Tenant continues to occupy the Premises or fails to deliver vacant possession of the Premises after the expiration or earlier termination of the tenancy, the Tenant shall be liable for **double the amount of Rent** until the date he delivers to the Landlord or the Landlord recovers vacant possession of the Premises.

- 4.14.2 Immediately prior to the expiration or earlier termination of the tenancy granted under this Agreement, the Tenant shall, at his own cost and expense, upon receipt of the Landlord's

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written notice, repaper and/or repaint the Premises to its original state and condition, demolish and remove any of the Approved Works (including any alteration or addition made, installed or fixed by the Tenant in at or about the Premises) and any fixtures and fittings installed at the Premises, and carry out any other works as may be specified in the Landlord's notice, and make good all damage caused to the Premises and/or the Building by such demolition and removal. All such aforesaid works shall be carried out and completed by the Tenant at his own cost and expense by the expiration or earlier termination of the tenancy, and to the satisfaction of the Landlord.

4.14.3 If the Tenant fails to comply with **Clause 4.14.2**, the Landlord may proceed to carry out the necessary works (hereinafter referred to in this **Clause 4.14.3** as the "Reinstatement Works") and recover from the Tenant, on demand, the cost and expenses of the Reinstatement Works. For the purposes of this **Clause 4.14.3**, a statement from the Landlord of the costs and expenses incurred for the Reinstatement Works shall be final and binding on the Tenant.

4.14.4 The provisions of this **Clause 4.14** shall survive the expiry or earlier termination of the tenancy granted under this Agreement (howsoever caused).

#### **4.15 Rights of entry for proposed sale or re-letting**

4.15.1 During the **three (3) months** before the expiration or earlier termination of the tenancy granted under this Agreement, the Tenant shall:

- (a) permit the Landlord and its agents to put up and display (whether in a reasonable position on the Premises or elsewhere in the Building), notices for the proposed sale or re-letting of the Premises; and
- (b) permit the Landlord, its agents and interested parties with a view to such sale or re-letting, to enter and inspect any part of the Premises without restriction, at all reasonable times between 9am and 6pm on a working day, upon prior notice .

#### **4.16 Indemnities by the Tenant**

4.16.1 The Tenant shall indemnify and keep the Landlord and its agent, the Singapore Land Authority, fully indemnified against all actions, demands, proceedings, claims, liabilities, damages, losses, costs, charges and expenses of any nature whatsoever (including without limitation legal costs on a full indemnity basis), made against or suffered or incurred by the Landlord or the Singapore Land Authority or both (including those relating to death or injury

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to persons or loss of or damage to property) arising directly or indirectly out of or in connection with:

- (a) any act, default, omission or negligence of the Tenant or by any of his employees, agents, independent contractors, invitees or licensees at the Premises or any part of the Building;
- (b) any breach, non-performance or non-observance by the Tenant of the covenants or other terms of this Agreement;
- (c) any Works made on, to or affecting the Premises;
- (d) any escape of odours, fumes or noise from the Premises into other parts of the Building except through proper ventilation facilities;
- (e) any use or misuse of faulty fixtures or fittings; and
- (f) without prejudice to the generality of the foregoing, any occurrences in, upon or at the Premises or the use or occupation of the Premises by the Tenant or by any of his employees, agents, independent contractors, invitees or licensees.

#### **4.17 No assignment or transfer of rights or obligations**

- 4.17.1 The Tenant shall not assign or transfer any of the Tenant's rights, benefits and / or obligations (whether in whole or in part) arising under the Agreement including the Tenant's right to the refund of any cash that has been furnished as security for the due observance and performance by the Tenant of any of the terms and conditions of this Agreement.

#### **4.18 No assignment or subletting of the Premises**

- 4.18.1 The Tenant shall not assign, transfer, mortgage, charge, sublet, license or part with or share possession of, or otherwise dispose of, the whole or any part of the Premises, except with the prior written approval of the Landlord.
- 4.18.2 Where the Tenant is an individual, the Tenant shall not permit any person other than the Tenant and his family members to reside at the Premises. The Tenant shall within fourteen (14) days after the commencement of the Term, submit to the Landlord a list (containing such particulars as the Landlord may require) of his family members who will be residing at

Tenant to initial

the Premises with him. If and when there are any changes to this list, the Tenant shall provide the Landlord promptly with an updated list.

- 4.18.3 Where the Tenant is a company, the Tenant shall not permit any person other than the Tenant's employee as identified in Schedule 1 and the said employee's family members to reside at the Premises with the employee. The Tenant shall within fourteen (14) days after the commencement of the Term, submit to the Landlord a list (containing such particulars as the Landlord may require) of the said employee and his family members who will be residing at the Premises. If and when there are any changes to this list, the Tenant shall provide the Landlord promptly with an updated list.
- 4.18.4 Where there is a change only of the Tenant's name, the Tenant shall notify the Landlord of the change within 14 days after the date of such change.
- 4.18.5 Where the Tenant is a company (except for a public listed company), any change in the management control or majority shareholders of the Tenant made without the prior written consent of the Landlord will be treated as an assignment in breach of **Clause 4.18**.

#### **4.19 No illegal foreign workers or foreigners on the Premises**

- 4.19.1 The Tenant shall not employ any foreign workers or foreigners without ensuring that the said foreign workers or foreigners have obtained the requisite permits from the relevant authorities to stay in Singapore.

### **5. Landlord's Covenants**

The Landlord hereby covenants with the Tenant as follows:

#### **5.1 Tenant's quiet enjoyment**

Upon the Tenant paying the Rent and all other monies payable under this Agreement, and observing and performing the Tenant's covenants and obligations under this Agreement, the Tenant shall peaceably hold and enjoy the possession of the Premises during the Term without disturbance by the Landlord or any person rightfully claiming under or in trust for the Landlord.

#### **5.2 Provision of Services**

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Subject to **Clauses 4.9.9** and **6.4.1** hereof and to the rules and regulations made by the Landlord from time to time and so far as practicable to provide:

- (a) lighting in the passage-ways, corridors, landings, staircases and other parts of the Building used in common with the Landlord and all others; and
- (b) usage of an allocated mail box.

**PROVIDED ALWAYS and it is hereby agreed as follows:**

**6. Other Terms**

**6.1 Approved Works Belong to Landlord**

- 6.1.1 All Approved Works and all changes and improvements resulting from such Approved Works carried out on or to the Premises by the Tenant shall belong to the Landlord and remain the property of the Landlord and shall not be removed or demolished by the Tenant upon the expiry or earlier termination of the tenancy granted under this Agreement unless otherwise required by the Landlord in writing, and the Landlord shall not be required to compensate the Tenant in any manner whatsoever for any of these Approved Works, changes or improvements.

**6.2 Re-Entry and Termination**

- 6.2.1 If and whenever during the Term:

- (a) the Rent or any part thereof or any other monies payable under this Agreement shall remain unpaid for **fourteen (14) days** after becoming due (whether formally demanded or not); or
- (b) the Tenant breaches any covenant or other term in this Agreement (other than a breach referred to in **Clause 6.2.1 (a)**) which cannot be remedied, or (where the breach is capable of remedy) the Tenant fails to remedy the breach within the time period stipulated in the written notice given by the Landlord to the Tenant to remedy the breach; or
- (c) the Tenant, being an individual, becomes bankrupt; or

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- (d) the Tenant, being a company, enters into liquidation whether voluntary or compulsory (save for the purpose of amalgamation or reconstruction), or has a receiver appointed, or proceedings are taken for its winding up; or
- (e) the Tenant enters into an arrangement for the benefit of his creditors; or
- (f) the Tenant has any distress or execution levied on his assets or goods,

then and in any of the above events, the Landlord may at any time thereafter, re-enter the Premises or any part thereof in the name of the whole, and thereupon the tenancy hereby granted shall absolutely determine but without prejudice to any rights or remedies that may have accrued to the Landlord in respect of any antecedent breach of any covenant or other term of this Agreement by the Tenant including the breach in respect of which the re-entry is made.

**Please select the Version as appropriate**

Version 1 (Mutual break clause where tenant is a S'porean or PR)

6.2.2 Intentionally Left Blank

Version 2 (Tenant's right to early termination where Tenant is a foreigner)

6.2.2 Notwithstanding anything contained in this Agreement, the Tenant may at any time, but only after the completion of the first **twelve (12) months of the Term**, terminate this Agreement by giving the Landlord not less than **two (2) calendar months'** notice in writing in the event that the Tenant is required to leave the Republic of Singapore permanently by reason of being deported from Singapore, or is refused permission by the Singapore Government to work or reside in Singapore, or is transferred or relocated from Singapore to another country, and the Tenant has produced documents satisfactory to the Landlord evidencing the same. The termination of this Agreement under this **Clause 6.2.2** shall be without prejudice to any rights or remedies that may have accrued to the Landlord in respect of any antecedent breach of any covenant or other term of this Agreement by the Tenant.

Version 3 (Tenant's right to early termination where the Tenant is a company and the Premises are being occupied by an employee who is a foreigner)

6.2.2 Notwithstanding anything contained in this Agreement, the Tenant may at any time, but only after the completion of the first **twelve (12) months of the Term**, terminate this Agreement by giving the Landlord not less than **two (2) calendar months'** notice in writing in the event that the Tenant's employee **[to insert name and particulars]** identified in **Schedule 1** as the person permitted to reside at the Premises together with his family) is required to leave the

Tenant to initial

Republic of Singapore permanently by reason of being deported from Singapore, or is refused permission by the Singapore Government to work or reside in Singapore, or is transferred or relocated from Singapore to another country, and the Tenant has produced documents satisfactory to the Landlord evidencing the same. The termination of this Agreement under this **Clause 6.2.2** shall be without prejudice to any rights or remedies that may have accrued to the Landlord in respect of any antecedent breach of any covenant or other term of this Agreement by the Tenant.

*Version 4 (Mutual break clause where Premises is affected by development)*

6.2.2 Notwithstanding anything contained in this Agreement, either Party may, at any time, terminate this Agreement by giving to the other Party not less than **three (3) calendar months'** notice in writing. The termination of this Agreement under this **Clause 6.2.2** shall be without prejudice to any rights or remedies that may have accrued to the Landlord in respect of any antecedent breach of any covenant or other term of this Agreement by the Tenant.

**6.3 Landlord's right over Tenant's property left on the Premises**

6.3.1 If any property of the Tenant should remain in or upon the Premises after the Tenant has vacated the Premises at the expiry or earlier termination of the tenancy granted under this Agreement, and the Tenant shall fail to remove the same within **fourteen (14) days** after being requested by the Landlord in writing to do so, then the property shall be deemed abandoned by the Tenant, and shall be forfeited to the Landlord. The Landlord or its agent, the Singapore Land Authority may, without being liable for any loss or damage occasioned thereby to the Tenant:

- (a) remove all property in and outside the Premises and all costs and expenses incurred including storage costs (if any) shall be payable by the Tenant forthwith on demand by the Landlord; and
- (b) sell or otherwise dispose of or deal with such property in any manner as it deems fit and apply the net proceeds thereof to pay for any sums payable by the Tenant to the Landlord and pay the balance (if any) to the Tenant.

6.3.2 The Tenant shall fully indemnify the Landlord and the Singapore Land Authority against any liability incurred by the Landlord or the Singapore Land Authority to any third party whose property shall have been sold or otherwise disposed of by the Landlord in the mistaken belief held in good faith (which shall be presumed unless the contrary is proved) that such

Tenant to initial



property belonged to the Tenant and was liable to be dealt with as such pursuant to **Clause 6.3.1.**

#### **6.4 Landlord not liable**

6.4.1 The Landlord and its agent, the Singapore Land Authority, are not liable to the Tenant, his employees, agents, independent contractors, invitees or licensees, and neither the Tenant nor any of such persons shall claim against the Landlord or the Singapore Land Authority, for any cost, expenses, losses or damages suffered or incurred by them directly or indirectly caused by, resulting from or in connection with:

- (a) any accident happening on the Premises or the Building; or
- (b) any death or injury sustained on the Premises or the Building; or
- (c) any damage or loss to any chattel sustained on the Premises or the Building; or
- (d) any interruption, disruption or cessation in the Tenant's enjoyment of the Premises or in any of the services mentioned in this Agreement by reason of:
  - (i) any upgrading, retrofitting, necessary repair or maintenance of the Premises, Building or any installation, systems or apparatus; or
  - (ii) any damage or destruction to the Premises, Building, any installations, systems or apparatus or any part thereof; or
  - (iii) any defect or breakdown of any installation, systems or apparatus or any part thereof; or
  - (iv) strike of workmen or others, labour disputes, riot, fire, shortage of electricity, fuel, materials, water or labour, or any inevitable accident or inclement conditions or Act of God and/or any other cause beyond the control of the Landlord; or
- (e) 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 and/or the defective working of any of the installations,

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systems and apparatus in the Building and/or for failure of the supply of electricity or other utilities to the Building or the Premises; or

- (f) without prejudice to the generality of the foregoing, any act, default, omission or neglect of the Landlord or the Singapore Land Authority or any employee, agent or independent contractor of the Landlord or the Singapore Land Authority, or of any other tenant or occupier of the Building or any employees, independent contractors, agents, invitees or licensees thereof.

## 6.5 Fitness for Occupation

6.5.1 In case the Premises or any part thereof shall at any time during the continuance of this Agreement be destroyed or damaged by fire, lightning, riot, explosion or any other inevitable cause beyond the Tenant's control so as to be unfit for occupation and use, then and in every such case the Rent hereby reserved or a just and fair proportion thereof as the Landlord may determine according to the nature and extent of the damage sustained shall be suspended and shall cease to be payable in respect of any period while the Premises continue to be unfit for occupation and use by reason of such damage.

6.5.2 In case the Premises be destroyed or damaged as stated in **Clause 6.5.1**, the Landlord, if it so thinks fit, shall be at liberty by giving notice in writing to determine the tenancy hereby granted and upon such notice being given the tenancy hereby granted shall absolutely cease and determine but without prejudice to any accrued right of action of the Landlord in respect of any antecedent breach of this Agreement by the Tenant.

6.5.3 For the removal of doubt, the Tenant will not be entitled to any reduction or suspension of the Rent under this **Clause 6.5** if:

- (a) the damage or destruction is caused by; or
- (b) the insurance policies in relation to the Premises are affected by; or
- (c) the payment of the policy monies under the insurance policies referred to in subsection (b) above are refused (entirely or partly) as a result of,

any act, omission, default or negligence of the Tenant or his employees, agents, independent contractors, invitees or licensees .

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**6.6 Disclosure of Information**

- 6.6.1 The Landlord and its agent, the Singapore Land Authority, shall be entitled, at any time, and from time to time, and without reference to the Tenant, to disclose (whether in writing or otherwise) to any third party (including without limitation any subtenants or occupiers at the Premises) all such information as the Landlord or the Singapore Land Authority deems fit, relating to the tenancy granted under this Agreement including the terms and conditions of this Agreement, the Tenant's breach or purported breach of any of the provisions of this Agreement and the actions taken or proposed to be taken by the Landlord against the Tenant.

**6.7 Administrative fees, stamp duty and legal costs and expenses**

- 6.7.1 The Tenant shall bear and pay immediately to the Landlord on demand, all of the following:
- (a) the administrative fees for, and the Landlord's legal cost and expenses and all other costs and expenses incurred in, the preparation and completion of this Agreement and any other related documents; and
  - (b) the fees and expenses for stamping this Agreement (in duplicate) and any other related documents.
- 6.7.2 The Tenant shall pay immediately to the Landlord on demand all legal costs and expenses (on a full indemnity basis) incurred by the Landlord in connection with the enforcement of any of the provisions of this Agreement.

**6.8 Landlord's right to apportion and appropriate Tenant's payments**

- 6.8.1 The Landlord shall be entitled to apportion and appropriate any payment made by the Tenant towards satisfaction of any arrears or monies due by the Tenant to the Landlord on the date of payment as the Landlord deems fit, notwithstanding any instructions by the Tenant to the contrary.

**6.9 Landlord's right of set-off**

- 6.9.1 Whenever under this Agreement, any sum of money (including liquidated damages and any other damages) shall be recoverable from or payable by the Tenant, the same may be

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deducted from any sum then due or which at any time thereafter may become due to the Tenant under this Agreement or any other agreement with the Landlord.

#### **6.10 Payment**

- 6.10.1 There shall be no refund or reduction of, or postponement in the payment of, the Rent and any other monies reserved under this Agreement, notwithstanding any refusal or delays on the part of the relevant authorities in granting any permissions, approvals and / or licences applied for by the Tenant in respect of the Premises or the Approved Works, or any subsequent revocation thereof, or any delay in carrying out and completing any of the Approved Works due to any reason whatsoever.

#### **6.11 Power of Landlord to Deal with Adjoining Property**

- 6.11.1 The Landlord may deal with other property belonging to the Landlord adjoining or nearby in any manner as it deems fit in its sole and absolute discretion and to erect or suffer to be erected on such property any buildings whatsoever whether or not such buildings shall affect or diminish the light or air which may now or at any time be enjoyed by the Tenant in respect of the Premises.

#### **6.12 Change of Name of Building**

- 6.12.1 The Landlord shall at any time during the Term be entitled to change the name of the Building on giving reasonable notice to the Tenant and the Landlord shall not be liable to the Tenant for any claim or damage whatsoever or be liable for costs or expense of whatsoever nature incurred by the Tenant as a result of such change.

#### **6.13 Right of Refusal of Entry**

- 6.13.1 Notwithstanding anything herein contained, the Landlord shall have the right at all times to refuse access to the Building or otherwise control such access in respect of any person whose presence in the Building might in the sole judgement of the Landlord be prejudicial to the safety, character, reputation or interest of the Building or its tenants.

#### **6.14 Right to Change Location of Common Areas**

- 6.14.1 The Landlord shall have the right at any time without the same constituting an actual or constructive eviction of the Tenant, and without incurring any liability to the Tenant, to

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change the passage-ways, doors, doorways, partitions, corridors, landings, staircases, lobbies, lifts, toilets or entrances in, of or to the Building, or any other common areas of the Building, or any services, installations or apparatus serving the Building, and subject to Clause 6.12, to change the name, number or designation by which the Building is known.

**6.15 Intentionally Left Blank**

**6.16 Landlord's Right in Respect of Other Parts of Building**

6.16.1 Nothing herein contained shall confer on the Tenant any right to enforce any provision in this Agreement relating to or in relation to other portions of the Building demised or licensed by the Landlord to others, or limit or affect the right of the Landlord to deal with the same and impose such terms and conditions in respect thereof in any manner as the Landlord may think fit.

**6.17 Additional Conditions of Tenancy**

6.17.1 The Parties hereby agree to observe, perform and comply with all the additional conditions of tenancy set out in the attached **Schedules and Appendices** which shall form an integral part of this Agreement.

**7. General Terms**

**7.1 Notices**

7.1.1 Any notice, correspondence or other document served under or otherwise in connection with this Agreement, shall be sufficiently served on:

- (a) the Tenant, if delivered by hand or sent by registered post to the Tenant at the Premises or at the Tenant's registered office; and
- (b) the Landlord, if delivered by hand or sent by registered post to the **Collector of Land Revenue** at the address set out below:

*[Please insert the appropriate address]*

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- 7.1.2 Any notice sent by registered post shall be deemed to be received two (2) days after the date of posting, and in proving it, it shall be adequate to show that the envelope containing the notice was addressed, stamped and posted.

## **7.2 Waiver**

- 7.2.1 In no event shall any delay, failure or omission on the part of either of the Parties in enforcing or exercising any right, power, privilege, claim or remedy which is conferred by this Agreement, at law or in equity, or arises from any breach of this Agreement by the other Party, be deemed to be or be construed as (i) a waiver thereof or of any other such right, power, privilege, claim or remedy, in respect of the particular circumstances in question, or (ii) operate so as to bar the enforcement or exercise thereof, or of any other such right, power, privilege, claim or remedy, in any other instance at any time or times thereafter; and
- 7.2.2 Any waiver (whether effected by a positive waiver or by a delay or failure in enforcement) by any Party hereto of its right, in any instance, to require compliance with any of the provisions of this Agreement by the other Party shall not prevent that Party (subject to reasonable notice where a positive waiver has been granted) from subsequently requiring such compliance in respect of that instance by the other Party.

## **7.3 Consent / Approval required of the Landlord**

- 7.3.1 In the event that any consent or approval is required of the Landlord under any provision of this Agreement, such consent or approval may be given or withheld by the Landlord at its absolute discretion. If given, the consent or approval shall be in writing and on such terms and conditions as the Landlord shall at its absolute discretion deem fit to impose (including the payment of additional rent, fees and charges and the provision of additional security deposits).

## **7.4 Exclusion of Warranty as to Use**

- 7.4.1 Nothing in this Agreement or in any consent granted by the Landlord or its agent, the Singapore Land Authority under this Agreement is to imply or warrant that the Premises may lawfully be used under the Planning Act (Cap. 232) for the Approved Use or for any use or purpose subsequently authorised by the Landlord.
- 7.4.2 The Tenant acknowledges and declares that no promise, representation, warranty or undertaking has been given by or on behalf of the Landlord in respect of the suitability of the

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Premises or the Building for any purposes or business to be carried on therein or to the fittings, finishes, facilities and amenities of the Premises or the Building and all warranties (if any) as to the suitability or adequacy of the Premises implied by law are hereby expressly excluded.

## **7.5 Unenforceability and Severability**

- 7.5.1 In the event that any or any part of the terms, conditions, covenants or provisions contained in this Agreement is held to be invalid, unlawful or unenforceable for any reason, such term, condition, covenant or provision shall to that extent be severed from this Agreement, and the remaining terms, conditions, covenants and provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

## **7.6 Landlord may transfer its Rights and Obligations**

- 7.6.1 The Landlord is entitled to transfer (whether by an assignment or novation) its rights and obligations under this Agreement.
- 7.6.2 Upon such transfer, the Tenant shall be deemed to have consented to any such transfer, and shall accept the transferee as his new landlord and release the Landlord from all its obligations under this Agreement, particularly the Landlord's obligation to refund the security deposit and any other sums under this Agreement. If required by the Landlord, the Tenant shall become a party to, and execute any agreement with the Landlord and its transferee relating to the transfer, and the agreement will be prepared by, and at the cost and expense of, the Landlord.

## **7.7 Entire Agreement**

- 7.7.1 This Agreement contains the entire and whole agreement between the Parties and supersedes all prior written or oral commitments, representations, arrangements, understandings or agreements between them.
- 7.7.2 Each Party warrants to the other that it has not entered into this Agreement on the basis of any prior written or oral commitments, representations, arrangements, understandings or agreements between them.

## **7.8 No representation**

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- 7.8.1 The Tenant acknowledges that this Agreement has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation expressly set out in this Agreement.

## **7.9 Variation**

- 7.9.1 Any amendment to this Agreement shall not be valid unless mutually agreed to in writing by the Parties.

## **7.10 Applicable Law and Jurisdiction**

- 7.10.1 This Agreement is subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose.
- 7.10.2 The Parties hereby agree to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

## **7.11 Contracts (Rights of Third Parties) Act**

- 7.11.1 This Agreement does not create any right under the Contracts (Rights of Third Parties) Act (Cap. 53B), which is enforceable by any person who is not a party to it except and to the extent which **Clause 7.11.2** expressly provides for the aforesaid Act to apply to the terms of **Clause 4.16, Clause 6.3, Clause 6.4, and Clause 6.6**.
- 7.11.2 The Singapore Land Authority may enjoy the benefit of or enforce the terms of **Clause 4.16, Clause 6.3, Clause 6.4, and Clause 6.6** in accordance with the provisions of the Contracts (Rights of Third Parties) Act (Cap. 53B).

## **7.12 Cumulative remedies**

- 7.12.1 The rights and remedies of the Parties under this Agreement are cumulative and are in addition and without prejudice to any rights or remedies a Party may have at law or in equity. Further, no exercise by a Party of any one right or remedy under this Agreement shall operate so as to hinder or prevent the exercise by it of any other right or remedy under this Agreement or any other right existing at law or in equity.

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**IN WITNESS WHEREOF** the Parties have entered into this Agreement on the date and year first above written.

**SIGNED by:**

**Name of Authorised Signatory/ Signatories :**

**Company Stamp**

**Designation and NRIC:**

**For and on behalf of [TO INSERT NAME OF THE TENANT'S COMPANY]**

In the presence of:

Name:

NRIC:

**SIGNED by:**

**Collector of Land Revenue**

**For and on behalf of the Government of the Republic of Singapore**

In the presence of:

Name:

NRIC:

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**SCHEDULE 1****1. Premises**

- 1.1 The “Premises” means all that premises provisionally known as [to insert address], Singapore [xxxxxx] with an approximate floor area (“Floor Area”) of XXX square metres, shown edged in [ ] on the attached plan marked [ ] (“the Plan”) for the purposes of identification only.

**2. Approved Use of Premises**

- 2.1 The “Approved Use” of the Premises means [.....].

**Version (where the Tenant is a company, and the occupier is the Tenant’s employee and the employee’s family only)**

“... means use by the Tenant as a single private residence for occupation by the Tenant’s employee [to state the name and particulars of the employee] and his family, in accordance with this Agreement.”

**Version (where the Tenant is an individual)**

“..... means use by the Tenant as a single private residence for occupation by the Tenant personally, and his family , in accordance with this Agreement.”

**3. Term**

- 3.1 The “Term” is the period of two (2) years commencing on [Date] and ending on [Date].

**4. Rent**

- 4.1 The “Rent” payable in respect of the Premises shall be the sum of Singapore dollars [to insert amount in words] (S\$XXX) per month, provided that the Rent may be increased or adjusted in accordance with paragraph 1 of Schedule 4 and/or paragraph 2 of Schedule 4. This sum is exclusive of any Goods and Services Tax chargeable thereon.
- 4.2 The Rent shall be payable in advance, on a monthly basis, on the 1<sup>st</sup> day of each month during the Term, and the first payment of the Rent shall be made on or before [Date e.g. 16

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[Jan 2013] for the period commencing on [Date e.g. 16 Jan 2013] and ending on [Date e.g. 31 Jan 2013].

**5. Payments**

5.1 Any payment of Rent for less than a month is to be apportioned on a daily basis.

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**SCHEDULE 2**

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**SCHEDULE 3**

**1. Fire Insurance**

1.1 Nil.

**2. Other Insurances**

2.1 Nil.

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**SCHEDULE 4****1 Additional Rent and Approval for Intensification of Land Use**

1.1 The Tenant shall obtain the Landlord's prior written approval for any intensification of use of the Premises. For the purposes of this Agreement, "intensification of land use" means any use of the Premises which, in the opinion of the Collector of Land Revenue, would entitle the Landlord to increase the Rent, including but not limited to the following:

- (a) putting the Premises or any part thereof to any use which is chargeable at a higher rate than the Approved Use; and
- (b) increasing the actual floor area of the Premises through additions to or alterations in the Premises or any other works, such that the increased actual floor area exceeds the Floor Area stipulated in **paragraph 1.1 of Schedule 1** (for the avoidance of doubt, if the increased actual floor area does not exceed the Floor Area stipulated in **paragraph 1.1 of Schedule 1**, there would not be an intensification of use of the Premises under this **paragraph 1.1**).

1.2 Without prejudice to **paragraph 1.2 of Schedule 2** and **paragraph 2 of this Schedule 4**, and in addition thereto, the Tenant shall pay additional rent chargeable by the Landlord for any approved intensification of use of the Premises, such additional rent to be determined by and payable with effect from the date specified by the Landlord at its absolute discretion, and with effect from such date, the Rent payable under this Agreement shall be increased by an amount equivalent to such additional rent and all references to the "Rent in this Agreement shall refer to the increased Rent.

1.3 For the avoidance of any doubt, if any of the Approved Works results in any intensification of use of the Premises, the Landlord shall be entitled at any time to require the Tenant to pay additional rent in accordance with the provisions of this **paragraph 1**.

**2. Adjustment of Rent**

2.1 The Parties accept the Floor Area as stipulated in **paragraph 1.1 of Schedule 1** for the purposes of this Agreement, and any inaccuracy, error or mis-statement as to the description of the Floor Area of the Premises shall not invalidate this Agreement or entitle the Tenant to be discharged from it. The Parties shall have the right to an adjustment of the Rent payable

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under this Agreement arising from any such inaccuracy, error or mis-statement as to the description of the Floor Area only in the manner as provided in this **paragraph 2** and in no other manner whatsoever.

2.2 In the event that a survey of the Premises is agreed between the Parties to be undertaken and completed no later than four (4) weeks from the commencement of the Term, or within such extended period as may be allowed by the Landlord, it is discovered that there is a difference between the actual floor area of the Premises as ascertained by such survey or plan (hereinafter referred to as its "surveyed floor area") and the Floor Area, and the result of such survey is accepted by the Landlord, the following shall apply:

- (a) If the surveyed floor area of the Premises is within 5% variance of the Floor Area, neither Party shall have the right to any adjustment of the Rent; and
- (b) If the surveyed floor area of the Premises is either more than or less than the Floor Area by more than 5% of the Floor Area, then:
  - (i) there shall be a corresponding adjustment in the Rent which adjustment shall be determined and shall take effect from a date to be stipulated by the Collector of Land Revenue, and he shall, when doing so, take into account the merits and all the circumstances of the case, including without limitation, the actual increase or shortfall in the surveyed floor area of the Premises as compared with the Floor Area; and
  - (ii) with effect from the date stipulated by the Collector of Land Revenue under paragraph 2.2(b)(i) above, all references to "Floor Area" in this Agreement shall refer to the surveyed floor area of the Premises.

### 3. **Additional Conditions relating to the Approved Use**

The Tenant shall also observe, perform and comply with any additional rules which the Landlord may stipulate during the Term relating to the safety and proper use of the Premises under this Agreement or the maintenance, management, safety, care, conduct and cleanliness of and in the Building.

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