

TENANCY AGREEMENT

Between

THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE

And

[NAME OF TENANT]

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REF NO: [FILE REF]

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") of the one part;

AND

(2) **[TO INSERT NAME OF TENANT] (NRIC/FIN/COMPANY REGISTRATION No XXXX) whose [address/registered office] is at [ADDRESS SINGAPORE XXXXX]** (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**;

"Earthworks" includes but is not limited to the alteration of the contours of land by moving, placing or replacing earth, or by excavation, cutting, filling or backfilling;

"GFA" means gross floor area;

"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;

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“Premises” means the property described in **Schedule 1**;

“Rent” means the rent payable by the Tenant as specified in **Schedule 1**;

“Security Deposit” shall have the meaning ascribed to it in **Clause 4.6.1**;

“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**;
and

“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.

- 1.2 Every obligation by the Tenant is taken to include an obligation by the Tenant to ensure that each of its employees, agents, independent contractors, permitted occupiers and others under its 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.
- 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.

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- 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, 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 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.

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

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payment agreed in writing by the Landlord, at the times and in the manner as set out in **Schedule 1**. The said sum is exclusive of any Goods and Services Tax chargeable thereon.

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.

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 <https://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)."

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4.4 Utilities and Other Services

- 4.4.1 The Tenant shall arrange, at its own cost and expense, for the installation, connection and supply of all utilities and any other services required by it at or in relation to the Premises.
- 4.4.2 The Tenant shall pay to the suppliers, and indemnify the Landlord against, all charges for the installation, connection and supply of all utilities and any other services consumed or used at or in relation to the Premises, and the Tenant shall comply with the requirements and regulations of the respective suppliers.
- 4.4.3 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 2**, 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 for the Sum specified in **paragraph 6 of Schedule 1**; or
 - (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 same 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** 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

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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 this **Clause 4.6** 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, 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 the “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.

4.6.5 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 the Security Deposit and the 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

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4.8.1 Where use and planning permissions are required for the Approved Use of the Premises, the Tenant shall at its 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 its 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

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 owners or occupiers of the Premises or the adjoining or neighbouring properties.

4.9.2 Trades and illegal and immoral acts

The Tenant shall not use any part of the Premises for any dangerous, noxious, noisy or offensive activity, or any illegal or immoral act or purpose, and must not carry out any trade, business, manufacture or commercial activity on it.

4.9.3 Combustible material

The Tenant shall not keep on any part of the Premises any 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 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 Tenant and / or 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.

4.9.5 Not to remove from or dump onto the Premises earth and other materials

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The Tenant shall not:

- (a) remove or dispose of in any way, any earth, sand, clay gravel or any other fill material from the land forming part of the Premises; or
- (b) dump or deposit any earth, sand, gravel, hardcore, waste, refuse, filth, debris or any other similar material on any part of the Premises or on the Landlord's adjoining property.

4.9.6 Not to alter name of the Premises

The Tenant shall not, without the prior written approval of the Landlord and the relevant authorities, alter the name of the Premises.

4.9.7 Not to display signs and advertisements

The Tenant shall not display, affix, paint or otherwise exhibit on any part of the Premises including any structure or building (whether interior or exterior) any name, sign, notice, advertisement, placard, banner, flag, covering or any other thing whatsoever, which can be seen from outside of the Premises, without the prior written approval from the Landlord and the relevant authorities, and in accordance with all their terms and conditions.

4.9.8 To give notice of defects

The Tenant shall notify the Landlord or its agents immediately of any defect in the Premises 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.

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

4.9.10 To provide evidence of compliance

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The Tenant shall produce to the Landlord or its agents 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.

4.9.11 To comply with all laws and regulations

The Tenant shall ascertain and comply fully and promptly, at its own cost and expense, with all laws and regulations of the Republic of Singapore, and with all conditions and requirements of the Government departments and agencies, 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 its own cost and expense:

- (a) keep the Premises clean, tidy and clear of all rubbish; and
- (b) keep all planted or grassed areas properly maintained including the regular pruning and (if required) cutting of trees on the Premises except that the Tenant shall not cut down any such tree without the prior written approval of the Landlord and the relevant authorities.

4.10.2 The Tenant shall, at all times, at its 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 and chemical spraying, soil treatment and such other services as may be required.

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

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- (a) the interior of all buildings and structures forming part of the Premises including the doors, window frames and glass in windows, skylights and the Landlord's fixtures and fittings installed therein;
- (b) the pipes, sewers, drains, mains, ducts, conduits, gutters, wires, cables, channels, lightning conductors, and all other conducting media that are in, on, over, under or through the Premises that serve the buildings and structures thereon ;
- (c) the gates and the boundary walls or fences forming part of the Premises; and
- (d) the driveways, roads, footpaths and any other hard surfaced areas within the Premises,

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 replace, at its own cost and expense, any Landlord's fixtures and fittings installed at the Premises that become beyond repair at any time during or at the end of the Term with new ones of a kind and quality substantially the same as those being replaced.

4.10.5 The Tenant shall, at its own cost and expense, immediately make good to the satisfaction of the Landlord, any damage caused to the Premises (including any building and structure and any Landlord's fixtures and fittings installed therein) by the Tenant, its employees, agents, independent contractors or any permitted occupier.

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 works (hereinafter referred to collectively as the "**Works**") on or to or affecting the Premises including the following:

- (a) construct, erect or place:

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- (i) any new building; or
- (ii) any new structure or erection of whatever kind or nature (whether permanent or temporary) including any containers;
- (b) make any structural changes;
- (c) undertake any partitioning, addition or alteration works;
- (d) carry out any renovation works, and
- (e) carry out any Earthworks.

4.11.2 The Tenant shall, at its own cost and expense, engage competent professionals to prepare and submit, the requisite plans, drawings and specifications for the Works, to the Landlord and the relevant authorities for their written approval. All such Works as approved by the Landlord and the relevant authorities shall be referred to in this Agreement as the "**Approved Works**".

4.11.3 The Tenant shall at its 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.

4.11.4 For the avoidance of doubt, no compensation shall be given to the Tenant upon earlier termination or expiry of the tenancy granted under this Agreement notwithstanding any improvements made to the Premises by the Tenant during the tenancy.

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

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times and on prior notice (or in the event of an emergency 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 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 any work which the Landlord considers necessary or desirable to any part of the Premises;
- (f) to take inventories and soil samples;
- (g) to carry out land survey, structural survey, GFA survey and any other survey in respect of the Premises; and
- (h) to exercise any right granted or reserved to the Landlord by this Agreement.

4.13 Compliance with the Landlord's notices

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 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.

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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 its own cost and expense, deliver to the Landlord vacant possession of the Premises, clean, tidy, and in a tenable 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 granted under this Agreement, the Tenant shall be liable for **double the amount of Rent** until the Tenant delivers to the Landlord 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 its own cost and expense, upon receipt of the Landlord's written notice, demolish and remove in accordance with the Landlord's notice, all such items of Approved Works, fixtures and fittings and any other works as may be specified by the Landlord therein, and the Tenant shall make good all damage caused by such demolition and removal. All such aforesaid works shall be carried out and completed by the Tenant by the expiration or earlier termination of the tenancy granted under this Agreement, 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

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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 retain in a reasonable position on the Premises, 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 and 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, indemnified against all actions, demands, proceedings, claims, liabilities, damages, losses, costs, charges and expenses of any nature whatsoever, made against or suffered or incurred by the Landlord or the Singapore Land Authority or both (including those relating to death or injury to persons or loss 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 its employees, agents, independent contractors or permitted occupiers at the Premises;
- (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; and

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- (d) any occurrences in, upon or at the Premises or the use or occupation of the Premises by the Tenant or by any of its employees, agents, independent contractors or permitted occupiers.

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 this 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.

4.18.2 The Tenant shall not permit the whole or any part of the Premises to be occupied by any person other than [*to insert as appropriate – for example, “the Tenant and the Tenant’s family” or “the Tenant’s employee as identified in Schedule 1 and the said employee’s family”*]. 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 all the aforementioned permitted occupiers, and within fourteen (14) days after any change in such particulars, to submit to the Landlord an updated list incorporating such change.

4.18.3 Where there is a change only of the Tenant’s name, the Tenant shall notify the Landlord of the change within fourteen (14) days after the date of such change.

4.18.4 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**.

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4.19 No illegal foreign workers or foreigners on the Premises

4.19.1 The Tenant shall not permit any foreign workers or foreigners to stay in the Premises 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 Landlord's obligations

The Landlord shall keep in a good state of repair and condition, and properly maintained, the roof, structure and exterior of any building forming part of the Premises.

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.

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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
- (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 its creditors; or
- (f) the Tenant has any distress or execution levied on its 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 (Tenant's right to early termination where Tenant is an individual)

6.2.2 Notwithstanding anything contained in this Agreement, the Tenant may at any time, but only after the completion of the 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

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

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 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.

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 may be forfeited to the Landlord. The Landlord or its agent, the Singapore Land Authority may sell or otherwise dispose of such property in any manner as it deems fit without being liable for any loss or damage occasioned thereby 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

Tenant to initial

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 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 and the Tenant shall not claim against the Landlord or the Singapore Land Authority for any cost, expenses, losses or damages suffered or incurred by the Tenant directly or indirectly caused by, resulting from or in connection with:

- (a) any accident happening on the Premises; or
- (b) any death or injury sustained on the Premises; or
- (c) any damage or loss to any chattel sustained on the Premises; or
- (d) 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.

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.

Tenant to initial

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 its employees, agents, independent contractors or any permitted occupier.

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 or proposed actions 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.

Tenant to initial

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 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 any subsequent revocation thereof.

6.11 Additional Conditions of Tenancy

6.11.1 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:

Tenant to initial

- (a) the Tenant, if delivered by hand or sent by registered post to the Tenant at the Premises or (where applicable) 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 (or such other address as may from time to time be notified to the Tenant):

[Please insert the appropriate address]

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;

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) 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

Tenant to initial

(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 authorized by the Landlord.

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 its 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.

Tenant to initial

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

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

Tenant to initial

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.

Tenant to initial

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

SIGNED by:

Please select the Version as appropriate

Version 1 – where Tenant is an individual

Name of Tenant : [NAME OF TENANT]

NRIC/FIN No: []

Version 2 – where Tenant is a company

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:

Tenant to initial

SCHEDULE 1

1. Premises

1.1 The “Premises” means all that land situated at **[ADDRESS, SINGAPORE XXXXX]** in the Republic of Singapore.

1.2 The Premises have an approximate land area of **[XXX] sqm** and an approximate total gross floor area of **[XXX] sqm**.

2. Approved Use of Premises

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

Examples:

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” is a sum of Singapore dollars **[to insert amount in words] (\$\$XXX)** per month. This sum is exclusive of any Goods and Services Tax chargeable thereon.

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4.2 The Rent shall be payable in advance, on a monthly basis, on the **1st day** of each month during the Term, and the first payment of the Rent shall be made on or before [Date e.g. 16 Jan 2019] for the period commencing on [Date e.g. 16 Jan 2019] and ending on [Date e.g. 31 Jan 2019].

5. Payments

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

6. Security Deposit

6.1 The Sum to be furnished as Security Deposit under **Clause 4.6.1** shall be a sum of Singapore dollars **[to insert amount in words] (\$\$XXX)**.

Tenant to initial

SCHEDULE 2

1. Fire Insurance

1.1 Nil

2. Other Insurances

2.1 Nil

Tenant to initial

SCHEDULE 3

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 land 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 **putting the Premises or any part thereof to any use which is chargeable at a higher rate than the Approved use, and/or increasing the floor area of the Premises through additions to or alterations in the Premises or any other works.**
- 1.2 The Tenant shall pay additional rent chargeable by the Landlord for any approved intensification of land 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 land 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. Error or Mis-description of Land Area or Gross Floor Area

- 2.1 Any error or mis-statement as to the description of the land area and the gross floor area of the Premises in **Schedule 1** of this Agreement shall not invalidate this Agreement or entitle the Tenant to be discharged from it.

3. Surrender of Part(s) of Premises

- 3.1 The Tenant shall surrender to the relevant authorities without compensation any part(s) of the Premises as may be required by them from time to time for roads and/ or drainage or any other redevelopment as may be declared or notified to the Tenant in a written notice by the relevant authorities and the Tenant shall accept as conclusive evidence that such part(s) of the Premises are required for the purpose declared or notified in the said notice. For the purposes of this **paragraph 3.1**, the phrase "**any other redevelopment**" means works that are for public benefit, public use or for public purpose.

Tenant to initial

- 3.2 Upon receipt of the aforesaid written notice, the Tenant shall have the option of:
- (a) terminating the tenancy by giving to the Landlord one (1) month's notice in writing provided that:
 - (i) more than 50% of the floor area of the Premises as set out in Schedule 1 has to be surrendered by the Tenant to the relevant authorities; or
 - (ii) as a result of the surrender, the Tenant is no longer able to use the Premises for the Approved Use; or
 - (b) continuing with the tenancy whereupon the Landlord shall adjust the Rent payable by the Tenant under **Clause 2.1** of this Agreement for the remaining tenancy, if the Landlord determines that the circumstances merit an adjustment, taking into account the assessment by the Collector of Land Revenue and any other relevant factors.

4. Amendment of Boundaries

- 4.1 Notwithstanding anything set out in this Agreement, the Landlord reserves the right to re-define in any way it deems fit any boundary of the Premises at any time without prior notice Provided Always that where the right under this **paragraph 4** is exercised by the Landlord and the boundary of the Premises is re-defined by the Landlord, the Landlord may adjust the Rent payable by the Tenant under **Clause 2.1** of this Agreement if the Landlord determines that the circumstances merit an adjustment, taking into account the assessment of the Collector of Land Revenue and any other relevant factors.

5. Additional Conditions relating to the Approved Use, Safety and Proper Use of the Premises

- 5.1 The Tenant shall not allow on the Premises any person whose presence in Singapore is unlawful or otherwise in contravention of the provisions of the Immigration Act (Cap. 133) and the regulations made thereunder.
- 5.2 The Tenant shall not leave the Premises unoccupied continuously for more than one (1) month without notifying the Landlord or its agents, and providing such security arrangements as the Landlord may require.

Tenant to initial

5.3 The Tenant shall not keep any animal, bird or reptile at the Premises without the Landlord's prior written consent.

Tenant to initial