

TENANCY AGREEMENT (HDB APPROVED UNIT)

THIS AGREEMENT is made on the 1st day February month 2019 year

BETWEEN

Name: Patrick Sava
NRIC: S1006566F
Address: BLK 305 Clementi Avenue 4 #04 - 397
Singapore 120305

(hereinafter known as "the Landlord" which expression where the context so admits shall include the Landlord's successors and assigns) of the one part

AND

Name: Vijayan Kartika
NRIC: G3339384P
Address: Blk 756 Jurong West Street 74 #06-66
Singapore 640756

(hereinafter known as "the Tenant" which expression together where the context so admits shall include all persons having title under the Tenant) of the other part.

WHEREAS the Landlord is the registered owner of the premises situated at and known as BLK 305 CLEMENTI AVENUE 4 #04-397 Singapore 120305 (hereinafter known as "the Premises") together with the furniture, fixtures, fittings, and domestic appliances now in or about the Premises as specified in the schedule annexed (hereinafter known as "the Furniture").

WHEREBY IT IS AGREED as follows:

- The Landlord agrees to let and the Tenant agrees to take the Premises for a term of ONE (1) year(s) commencing from the 1st day of FEB 20 19 and ending on the 31st day of JAN 20 20 at the total monthly rent of Singapore Dollars ONE THOUSAND EIGHT HUNDRED ONLY (S\$ 1800) which comprises of:
(a) Singapore Dollars _____ (\$ _____) in respect of the rent of the said Premises, and
(b) Singapore Dollars _____ (\$ _____) only being the said furniture, on the _____ day of each calendar month without any deductions whatsoever.

- THE TENANT HEREBY COVENANTS WITH THE LANDLORD as follows: -

- To pay a deposit of Singapore Dollars ONE THOUSAND EIGHT HUNDRED ONLY **SECURITY DEPOSIT**

(S\$ 1,800) the equivalent of 1 (ONE) month rent as deposit and **one month rent** as advance upon the signing of this agreement. The deposit is to be held by the Landlord as security for the due performance and observance of all covenants or conditions of this agreement and such deposit shall be refundable **within fourteen (14) days** free from interest at the end of the tenancy but otherwise the same or part thereof shall be used by the Landlord to offset any payments owing by the tenant without prejudice to the right of the Landlord to recover all monies which may become due or payable by the Tenant under this Agreement. This deposit shall not be used by the Tenant to offset the rental payment whether fully or partially

- To pay and discharge all payments and outgoings against all charges for the supply of gas, water, electricity, water-borne sewerage system, fees, telephone charges, television and radio license fees, cable television and any other installations fitted or used at the said Premises including any tax payable thereon and to indemnify the Landlord against the same. **PAYMENT OF OUTGOINGS**

- To use and manage the Premises and the furniture therein in a careful manner and to keep the interior of the Premises including the sanitary and water apparatus, door and windows thereof in good and tenantable repair and condition throughout this Tenancy, fair wear and tear exempted. **INTERIOR MAINTENANCE**

Initials	
Landlord	Tenant

- (d) To replace window panes, locks, keys, electric bulbs and tubes which are broken or damaged during the said term. For any other fixtures belonging to the Premises which are broken or damaged, the Tenant shall bear the initial cost of the repair and/or replacement up to Singapore Dollars ONE HUNDRED AND FIFTY ONLY S\$ 150 per item. Any excess cost of repair and / or replacement shall be borne by the Landlord.
- REPLACEMENT**
- (e) Not to make or permit to be made any alterations structural or otherwise to the Premises without the prior consent of the Landlord in writing. If consent of the Landlord is obtained or granted, upon the expiry of the said term the Tenant have to return the Premises to its original condition at the Tenant's own expense prior to the expiration of the Tenancy.
- NO UNAUTHORISED ALTERATION**
- (f) Not to fix nails, screws or any sharp fixtures on the brick surface on any part of the walls within the Premises. The Tenant shall restore any walls and surfaces where nails, screws and fixtures are installed by the Tenant to their original state and condition at the Tenant's expense prior to the expiration of the Tenancy.
- REINSTATEMENT OF PROPERTY TO ORIGINAL CONDITION**
- (g) Not to affix paint or otherwise exhibit on the exterior of the said Premises or the windows thereof or any part thereof or any nameplate, signboard, placard, poster or advertisement or any flagstaff or other things.
- NO DISPLAY OF ADVERTISEMENT**
- (h) Not to do or permit to be done upon the Premises or any part thereof anything which may be unlawful, illegal or immoral or suffer to be done upon the Premises any act or thing which may become a nuisance to or annoyance to or give cause for reasonable complaints from the occupants of other parts of the Building or of adjoining or adjacent properties.
- NO ILLEGAL OR IMMORAL USE AND NOT TO CAUSE NUISANCE**
- (i) To be responsible for and to indemnify the Landlord from and against all claims and demands and against damage occasioned to the demised Premises or any adjacent or neighboring Premises or injury caused to any person by any act, default or negligence of the Tenant or the servants, agents, licensees or invitees, guests of the Tenant.
- TO INDEMNIFY THE LANDLORD**
- (j) Not to obstruct or cause or suffer to be obstructed the common corridors, staircases, landing and passageways leading to the demise Premises.
- NO OBSTRUCTION**
- (k) To permit the Landlord, his Agent, Surveyors, Workmen and/or any authorized person with or without equipment to enter upon the said Premises at reasonable times by prior appointment for the purpose whether of viewing the condition thereof or of doing such works and things as may be required for any repairs, alterations or improvements whether of the said premises or of any parts of any building to which the said Premises may form a part of or adjoin.
- ACCESS TO PREMISES FOR REPAIR**
- (l) To permit only 4 occupant(s) who are registered herein to occupy the Premises. The Tenant(s) and occupant(s) are to be in compliance with all the rules and regulations relating to the Immigration Act and the Employment of Foreign Workers Act (if applicable) and any other law in the Republic of Singapore which relates to foreign residents. The Tenant will provide the Landlord upon request physical inspection of all immigration and employment documents, including but not limited to the passports of all non-local occupants, employment pass and/or work permits, proof of employment, and to provide the Landlord with certified true copies of such documents. Furthermore, to authorize, permit and cooperate with the landlord to make such enquires with relevant authorities to verify the same. In the event that the 4 occupant(s) who are registered herein should permanently leave the premises, the tenant shall not, without the permission of the landlord, allow any other occupants to occupy or stay at the premises.
- OCCUPANTS**
- (m) To inform the Landlord in writing no less than fourteen (14) days prior to any change of immigration or employment status of the Tenant and/or permitted occupants, or if such changes cannot be anticipated, to inform the Landlord immediately upon receipt of such notice.
- CHANGE OF STATUS**
- (n) To use the Premises for the purpose of a private residence only and not to assign, sublet or otherwise part with possession of the Premises or any part thereof without the written consent of the Landlord.
- PURPOSE OF USE AND NO ASSIGNMENT OR SUBLET**
- (o) During the two (2) months immediately preceding the expiration of the Tenancy herein to permit the Landlord or his representatives at all reasonable times and by prior appointment to bring interested parties to view the said Premises for the purpose of letting the same.
- ACCESS FOR VIEWING TO POTENTIAL TENANTS**

Initials	
Landlord	Tenant

(p) During the term of this Tenancy, to allow the Landlord or his representatives at all reasonable times and by prior appointment to bring any interested parties to view the said Premises in the event of a prospective sale thereof.

ACCESS FOR VIEWING FOR SALE

(q) Not to bring, store or permit to be brought or store on the Premises or any part thereof any goods which are of a dangerous obnoxious inflammable or hazardous nature.

NO DANGEROUS MATERIALS

(r) To engage a competent contractor to carry out service and maintenance of the air-conditioners every 3 months at the Tenant's expense. Tenants to engage Landlord's preferred air conditioner maintenance contractor for the service and maintenance works. A copy of the service/maintenance contract is to be forwarded to the Landlord.

SERVICE OF AIR-CONDITIONING UNITS

(s) To keep the air-conditioning units in good and tenantable repair and condition, throughout the term of this tenancy provided always the Landlord shall bear the cost and expense for the repair, replacement or renewal of parts, if any, arising from fair, wear and tear and damage not caused by the wilful default or negligence of the Tenant and/or permitted occupants and guests. In the event that the air-conditioning units in the Premises are found to be not serviced and/or maintained at least once every three months by a qualified air-conditioning contractor, the Tenant shall bear the cost and expense for the repair, replacement or renewal of parts should any breakdown or malfunctioning occur

MAINTENANCE AND SERVICING OF AIR-CONDITIONERS

(t) At all times during the term hereby created to comply with all such requirements as may be imposed upon the Tenant by any statute legislation now or hereafter in force and any orders, rules, regulations, requirements and notices thereunder. Any fine or summonses resulting from the Tenant's fault shall be borne fully by the Tenant

COMPLIANCE WITH RULES

(u) Not to do or permit to be done anything whereby the policy or policies of insurance in respect of the Premises against damage by fire may become void or voidable or whereby the rate of premium thereon may be increased and to repay to the Landlord all sums paid by way of increased premiums and all expenses increased by them in or about any renewals of such policy or policies rendered necessary by a breach of this agreement.

NOT TO VOID INSURANCE

(v) Not to install additional electrical points or fixtures or fittings without the previous consent in writing of the Landlord.

INSTALLATION OF ELECTRIC POINTS OR FIXTURES

(w) To peaceably and quietly at the expiration of the Tenancy deliver up to the Landlord the Premises in the condition as if the same were delivered to the Tenant at the commencement of this agreement including all locks, keys and furniture, fair wear and tear and act of God exempted.

YEILDING UP OF PREMISES

3. AND THE LANDLORD HEREBY AGREES WITH THE TENANT as follows: -

(a) To pay all present and future rates, taxes, maintenance charges and any surcharges thereon, assessment and outgoings in respect of the Premises) other than those herein before agreed to be paid by the Tenant.

PAYMENT OF TAXES

(b) To insure the Premises against loss or damage by fire and pay all necessary Premiums punctually.

INSURANCE

(c) That the Tenant paying the rent thereby reserved, observing and performing the several covenants and stipulations on the Tenant's part herein contained shall peacefully and quietly hold and enjoy possession of the Premises during the terms hereby created without any interruption by the Landlord or any person or persons lawfully claiming under or in trust for the Landlord.

QUIET POSSESSION AND ENJOYMENT

4. AND PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows: -

(a) If the rent hereby reserved or any part thereof shall be unpaid for seven (7) days after becoming payable (whether formally demanded or not) OR if any covenants or stipulations on the Tenant's part herein contained shall not be performed/observed OR if at any time the Tenant shall become bankrupt or enter into any composition with his creditors or suffer any distress/execution to be levied on his own goods (or if the Tenant being a Company shall go into liquidation either voluntarily save for the purpose of amalgamation or reconstruction or compulsorily), then and in any of the said cases it shall be lawful for the Landlord at any time thereafter to re-enter and re-possess the Premises or any part thereof and thereupon this agreement shall absolutely cease and determine but without prejudice to the right of action of

DEFAULT OF TENANT

Initials	
Landlord	Tenant

the Landlord in respect of any unpaid rent or any antecedent breach of any of the Tenant's covenants herein contained.

- (b) In the event the rent remaining unpaid SEVEN (7) days after becoming payable (whether formally demanded or not), it shall be lawful for the Landlord to claim interest at TEN per cent (10 %) on an annual basis on the amount unpaid calculated from after the date due to the date of actual payment.

RENT IN ARREARS

- (c) In the event the Premises or any part thereof shall be destroyed or rendered unfit for use by fire, tempest, flood or other act of God, or any other cause beyond the control of the parties hereto so as to be unfit for occupation and use, then and in every such case (unless the insurance money shall be wholly or partially irrecoverable by reason solely or in part of any act, default, neglect or omission of the Tenant or any of their servants, agents, occupiers, guests or visitors), the rent hereby reserved or a just and fair proportion thereof according to the nature and extent of the destruction or damage sustained shall be suspended and cease to be payable in respect of any period while the said Premises shall continue to be unfit for occupation and use by reason of such destruction or damage.

UNTENANTABILITY LEADING TO SUSPENSION OF RENT

- (d) In case the Premises shall be destroyed or damaged as aforesaid, the Landlord or the Tenant shall be at liberty by notice in writing to determine the Tenancy hereby created and upon such notice begin given the term hereby granted shall absolutely cease and determine. The deposit paid hereunder together with a reasonable proportion of such advance rent as has been paid hereunder, where applicable, shall be refunded to the Tenant forthwith but without prejudice to any right of action of either party in respect of any antecedent breach of this agreement by the other.

UNTENANTABILITY LEADING TO TERMINATION OF RENT

- (e) Any notice under this agreement shall be in writing and any notice required to be served upon the Tenant shall be sufficiently served if forwarded to the Tenant by registered post to the abovementioned address or to his last known place of business and any notice required to be served upon the Landlord shall be sufficiently served if delivered to the Landlord directly or sent by registered post to is abovementioned address or to its last known place of business. Any notice sent by registered post shall deemed to be given at the time when in due course of post, it would be expected to be delivered to the address to which it was sent.

NOTICE

- (f) That the Landlord shall on the written request of the Tenant TWO (2) months before the expiration of the term hereby created and if there shall not at the time of such request be any existing breach of non-observance of any of the covenants on the part of the Tenant hereinbefore contained grant the Tenant a further term of TWELVE (12) months from the expiration of the said term herein at the prevailing market rent and upon the same terms and conditions save this clause for renewal.

RENEWAL

- (g) The Landlord shall not be liable to the Tenant or the Tenant's servants, agents or other persons in the Premises or persons calling upon the Tenant for any accidents happening, injury suffered, damage to or loss of any chattel or property sustained on the Premises.

LIMITED LIABILITY OF LANDLORD

- (h) If the Tenant/Landlord is in breach of any clause of this Agreement, leading to an early termination of the Tenancy, then the Tenant/Landlord shall reimburse the Landlord/Tenant on a pro-rated basis the Landlord/Tenant has paid to the Agency for the remaining unfulfilled term. In the event such reimbursement is to be paid by the Tenant, the Landlord has the full right to deduct such amount from the security deposit as stipulated by Clause 2(a) above.

REFUND OF PRO-RATED COMMISSION

- (i) It is understood by the Landlord and the Tenant that the commission paid to the Agency is fully earned for services rendered and the Landlord and the Tenant shall have no claim against the Agency if any party prematurely terminate or breach this Tenancy Agreement.

LIMITED LIABILITY OF AGENCY

- (j) Should the said premises be affected by En-bloc Redevelopment/Sales, it shall be lawful for the Landlord to terminate this tenancy by giving not less than three (3) months' advance notice in writing to the Tenant and refund the security deposit (free of interest) to the Tenant without prejudice to any right of action of the Landlord in respect of any breach of this Agreement by the Tenant.

EN-BLOC OR SALES

- (k) In the event of an early termination of the Tenancy by the Tenant, a ONE (1) month advance notice is required to be given to the Landlord and the Landlord reserves the right to request the Tenant to seek a replacement Tenant on equal terms as agreed upon by the Landlord or forfeiture of 1-month security deposit.

EARLY TERMINATION

Initials	
Landlord	Tenant

(l) Any notice required under this Tenancy Agreement shall be sufficiently served:

SERVICE OF NOTICE

- (i) if it is sent by post in a registered letter addressed to the Tenant or the Landlord at the party's last known address;
- (ii) if left at the last known place of residence, employment, or business; or
- (iii) if sent by email to the email addresses set out below:

Landlord's email address : _____

Tenant's email address : _____

A notice shall be deemed delivered (i) if sent by registered letter, within 2 days of posting; (ii) if delivered by hand, at the time of delivery; (iii) if sent via email, upon receipt by the recipient's email server.

(m) The Stamp fees of this Tenancy Agreement and its duplicates shall be borne by the Tenant and paid forthwith.

STAMP FEES

(n) The waiver by either party of a breach or default of any of the provisions in this Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions nor any delay or omission on the part of either party to exercise or avail itself of any right that it has or may have herein, operates as a waiver of any breach or default of the other party.

WAIVER OF DEFAULTS

(o) This Agreement shall be subject to the Law of the Republic of Singapore.

GOVERNING LAW

(p) The subletting of the whole Premises is subjected to HDB approval. In the event that HDB approval is not granted then all monies paid to the Landlord shall be refunded to the Tenant and this Tenancy Agreement shall become null and void.

HDB APPROVAL

Initials	
Landlord	Tenant

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

SIGNED by the Landlord)

(With Company stamp affixed where applicable))

Name : Patrick Sava)

NRIC No. : S1006566F)

In the presence of :)

Name : Wong Weng Hoe, David)

NRIC No. : S8032179A)

SIGNED by the Tenant)

(With Company stamp affixed where applicable))

Name : Vijayan Karthika)

NRIC No. : G3339384P)

In the presence of :)

Name : P.Jayabalan)

NRIC No. : S7283580H)

Initials	
Landlord	Tenant

List of occupants:

S/No.	Name of occupants	Company Name	Contact No.	Work Pass/ Passport No.	Expiry Date
1.	Kannanthuruthil Muraleedharan Saranath			G3425943M	15-02-2022
2.					
3.					
4.					
5.					

The Landlord : Please inspect the original employment or work pass, original travel and identification documents of the prospective foreign tenants.

The Tenant and Occupants are required to inform the Landlord of any visitors staying in the house from time to time.

Initials	
Landlord	Tenant