

TENANCY AGREEMENT (RESIDENTIAL)

THIS AGREEMENT is made on the 27 day November month 2020 year

BETWEEN

Name(s): Choong Cha Tap

NRIC: S8273586J

Address: Block 163A Punggol Central #07-179 Singapore 821163

(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: Flordeliza Santos Martinez

NRIC / FIN/ ROC: S6864472J

Address: 466B Sembawang Drive #16-323 Singapore 752466

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

WHEREBY IT IS AGREED AS FOLLOWS:

1. The Landlord agrees to let and the Tenant agrees to take all that premises known as 590 Yishun Ring Road #08-08 The Wisteria Singapore 768694 (hereinafter called "the premises") together with the furniture, fixtures and other effects therein (as more fully described in the Inventory List attached) for a period of Twelve (12) months commencing from 27 November 2020 and expiring on the 26 November 2021 , at the monthly rental in the sum of Singapore Dollars Two Thousand (2,000) payable monthly in advance without deduction whatsoever on the 27th day of each calendar month. The first payment of rent is payable on the signing of this Tenancy Agreement and subsequent payment of rent is to be paid into the Landlord's account via interbank Giro:

ACCOUNT Name: Choong Cha Tap

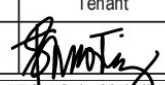
BANK Name: ~~POSB~~ DBS Savings

Account Number: 1203682469

2. The Tenant will pay to the Landlord the sum of Singapore Dollars Two Thousand (2,000) which is equivalent to One (01) months rental upon signing hereof to be held by the Landlord as a security deposit for the due performance and observance of the stipulations and agreements hereinafter contained and upon the expiration of the tenancy provided the Tenant shall have duly performed and observed the stipulations and agreements the said sum shall be refunded within **fourteen (14) days** at any expiry or lawful termination of this tenancy without interest to the Tenant but otherwise the same or part thereof shall be used by the Landlord to offset any payments owing by the Tenant without prejudice to the right of the Landlord to recover all monies which may become due or payable by the Tenant under this Agreement. **SECURITY DEPOSIT**
3. The Parties agree that there shall be a defect free period of **Thirty (30)** days which commences on the first day of the takeover of the apartment above during which the Landlord shall bear all costs of repair for any defects that surface. **DEFECT FREE PERIOD**
4. The Tenant hereby agrees with the Landlord as follows:
 - (a) To pay the said rent and hiring charges at the times and in the manner aforesaid without any deduction whatsoever. **RENT/HIRING SERVICE CHARGES**
 - (b) To pay all charges due in respect of any telephone, supply of water, electricity, gas and any water borne sewerage system and/or other equipment installed at the said premises, including any tax payable thereon. **PAYMENT OF OUTGOINGS**
 - (c) Not to do or suffer or permit to be done anything whereby the policy or policies of insurance in respect of the said premises or any part thereof against loss or damage by fire may become void or voidable or whereby the rate of premium thereon may be increased and to pay the Landlord all sums paid by way of increased premiums and all expenses incurred by them in or about the renewal of such policy or policies rendered necessary by a breach of this Agreement. **NOT TO VOID INSURANCE**
 - (d) At the Tenant's own cost and expense to keep the interior of the premises including the sanitary and water apparatus, doors and windows in good and tenantable repair and condition, fair wear and tear excepted, throughout the term and to replace the same with new ones if damaged, lost or broken and to yield up the same in good order and condition at the termination of the tenancy. **REPAIR OF DEMISED PREMISES**

Disclaimer:

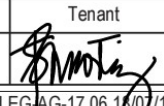
This is a general document which may not be appropriate for use in all cases. When in doubt, please seek legal advice. In the event of a dispute, the Landlord/Tenant agree not to hold **PropNex Realty Pte Ltd** liable, for any changes, amendments, additions and deletions that were made on the standard Tenancy Agreement form that had been done with the consent and agreement of both parties prior to the signing of the agreement.

Initials	
Landlord	Tenant
	

- (e) To provide and replace electric bulbs and tubes at the Tenant's own expense. REPLACE ELECTRIC BULBS
- (f) To replace any other items at the Tenant's own expense up to **Singapore Dollars One Hundred Fifty (S\$150)** per item. In the event the item is more than **S\$150** per item, the initial **S\$150** is to be borne by the Tenant and the excess to be borne by the Landlord. REPLACEMENT
- (g) Not to hack any holes or drive anything whatsoever into the walls or to bore any holes in the ceiling without first having obtained the consent in writing of the Landlord except anything reasonably done to hang pictures, paintings and the like. The Tenant shall at its own expense, at the end of tenancy or earlier determination, to remove all nails, hooks or other things used to hang paintings, pictures or photographs, to patch up the holes, repair any damage caused by the removal, and to repaint those parts of the walls affected by the removal or repair.. NOT TO HACK HOLES
- (h) To permit persons with authority from the Landlord at all reasonable times by prior appointment to enter and view the Premises whenever the Landlord wants to sell the Premises, for the purpose of taking a new tenant during **two (02)** calendar months immediately preceding the termination of the tenancy. In the event of a successful sale, the said premises shall be sold subject to this tenancy. ACCESS TO PREMISES – POTENTIAL PURCHASER AND / OR NEW TENANT
- (i) To permit the Landlord and its agents, surveyors and workmen with all necessary appliances to enter upon the said premises at all 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. TO PREMISES FOR REPAIRS
- (j) Not to assign, sublet or part with the possession of the said premises or any part thereof without the written consent of the Landlord, whose consent shall not be unreasonably withheld, in the case of respectable or reputable person or corporation. SUBLETTING
- (k) Not to carry out or permit or suffer to be carried out alterations, additions or any changes of whatsoever nature to the premises without first having obtained the consent in writing of the Landlord. The tenant shall make good all unauthorized alteration at his own cost and/or expense at the natural or premature termination of this tenancy. NO UNAUTHORISED ALTERATIONS
- (l) Not to do or permit to be done anything on the premises which shall be or become a nuisance or annoyance or cause injury to the Landlord or to the inhabitants of the neighboring premises nor to carry on any activity on the premises of an unlawful or illegal nature or constituting an offence or being in contravention of any statute or law of the country. NOT TO CAUSE NUISANCE
- (m) To use the premises as a private dwelling house only and not for any immoral or illegal or other purpose. PERMITTED USE OF PREMISES
- (n) To take up a service contract with a qualified air-conditioning contractor to service and maintain the air-conditioning units, including the topping-up of gas and chemical cleaning (if required), installed at the said premises, at least once every **three (03) months** at the expense of the Tenant and to keep them in good and tenantable repair and condition, throughout the term of the Agreement. SERVICE OF AIRCON
- (o) 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 willful 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 OF AIR-CONDITIONING UNITS
- (p) To be responsible for all minor repairs of the Landlord's furniture, appliances, fixtures and fittings not exceeding **Singapore Dollars One Hundred Fifty (S\$150)** per job/repair, per item which includes all items of repair incidental or related thereto. Where the job/repair, per item is in excess of **Singapore Dollars One Hundred Fifty (S\$150)** the Landlord shall bear that part of the cost over and above **Singapore Dollars One Hundred Fifty (S\$150)** provided that such damage is not caused by the willful act or negligence of the Tenant himself. Approval must be obtained from the landlord prior to such repair. For the avoidance of doubt, the Tenant's covenant to carry out minor repairs shall not include any repairs to air-conditioning systems, alarm system, intercom system, electrical wiring and water pipes (i.e. main electrical wires and water pipes running inside walls and above ceilings). MINOR REPAIRS
- (q) Not to keep or permit to be kept on the said premises or any part thereof any materials of a dangerous, explosive or radioactive nature or the keeping of which may contravene any local statute or regulations or bye-law or in respect of which an increased rate of insurance is usually or may actually be required or the keeping of which may cause the fire policy in respect thereof to become null and void. DANGEROUS MATERIALS
- (r) To maintain the garden and fencing, **if any**, surrounding the Premises in a neat and tidy manner at the Tenant's own expenses. MAINTAIN GARDEN
- (s) At the expiration of the tenancy to peaceably and quietly deliver up to the Landlord the said premises in like condition as if the same were delivered to the Tenant at the commencement of this Agreement, fair wear and tear and act of God excepted. YIELDING UP OF PREMISES
- (t) The Tenant shall as and whenever necessary, be responsible for cleaning (and where appropriate dry cleaning) of all drapes and/or blinds immediately prior to the termination/expiry of the term, whichever is earlier and shall return the curtains to their original position prior to the handover of the premises to the Landlord. CURTAIN(S) CLEANING
- (u) To permit only occupants who are registered herein to occupy the premises. REGISTERED OCCUPANTS
- (v) To insure for personal chattels against theft, loss or damage by fire. INSURANCE

Disclaimer:

This is a general document which may not be appropriate for use in all cases. When in doubt, please seek legal advice. In the event of a dispute, the Landlord/Tenant agree not to hold **PropNex Realty Pte Ltd** liable, for any changes, amendments, additions and deletions that were made on the standard Tenancy Agreement form that had been done with the consent and agreement of both parties prior to the signing of the agreement.

Initials	
Landlord	Tenant
	

- (w) To comply and conform at all times and in all respects during the continuance of this agreement with the provisions of all laws, acts, enactment's and ordinances and rules, regulations, by-laws, orders and notice made thereunder or made by other competent authority. The Tenant shall bear all summonses or fines whether directly or indirectly caused by the Tenant.

COMPLIANCE WITH LAW AND RULES

5. Compliance with Immigration Act and Women's Charter (Amendment) Act 2019

IMMIGRATION STATUS OF TENANTS AND OCCUPIERS

- 5.1 The Tenant shall ensure that the Tenant and/or the occupiers of the Premises must be lawfully resident in the Republic of Singapore. The Tenant covenants with the Landlord that where any of the occupiers are foreigners, the Tenant shall personally verify from original documentation that they have valid employment pass, work permit, travel document or other papers granted by the Immigration & Checkpoints Authority, Ministry of Manpower or other relevant government authorities.
- 5.2 The Tenant shall produce the following documents and provide copies for retention to the Landlord and/or his representing Salesperson:
- a) the original identity cards / passports and other relevant documents of all occupiers evidencing their legal entry into Singapore for their stay / work before the commencement of this Agreement, and
 - b) the original identity cards / passports and other relevant documents of all occupiers evidencing the renewal or extension of their lawful stay in Singapore before the expiry thereof.
- 5.3 In respect of any change in the particulars, immigration status or employment status of the Tenant or the occupier(s), the Tenant shall inform the Landlord of the same in writing not less than fourteen (14) days prior to such change. If the change cannot be anticipated, the Tenant shall inform the Landlord as soon as practicable upon knowledge of such change.
- 5.4 Where the Tenant notifies the Landlord of a change in occupiers of the Premises, the Landlord is required to conduct all the necessary due diligence checks on the original NRIC/passports/passes/permits, acquire copies and conduct validity checks of the passes and identity documents of the new occupiers.

6. The Landlord hereby agrees with the Tenant as follows: -

- (a) The Tenant paying the rents hereby reserved, performing and observing the several covenants and stipulations herein contained shall peaceably hold and enjoy the premises during the term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.
- (b) To pay all property tax, rates and assessments in respect of the premises.
- (c) To keep the roof, ceiling, main structure, walls, floors, wiring and pipes of the premises in good and tenable repair and condition.
- (d) To insure the said premises against loss or damage by fire and to pay the necessary premium punctually.
- (e) To ensure that all persons to whom the Landlord sells assigns or otherwise disposes of its interest in the Premises have been made aware of the existence and terms of this Agreement and have agreed to be bound by the same prior to such sale assignment or other disposal.

QUIET ENJOYMENT

PAYMENT OF PROPERTY TAX

KEEP PREMISES IN GOOD REPAIR

FIRE INSURANCE

TERMS OF THIS AGREEMENT

7. 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 the Tenant shall at any time fail or neglect to perform or observe any of the obligations, stipulations and agreements herein contained on his part to be performed or observed or if the Tenant or any other person in whom for the time being the tenancy be vested shall become bankrupt or enter into composition with the Tenant's creditors or suffer any distress or execution to be levied on the Tenant's goods or if the Tenant being a company shall go into liquidation whether voluntary (save for the purpose of amalgamation or reconstruction) or compulsory then and in any of the said cases it shall be lawful for the Landlord at any time thereafter to re-enter upon the premises or any part thereof and thereupon this tenancy shall absolutely terminate but without prejudice to the right of action of the Landlord in respect of any antecedent breach of this Agreement by the Tenant.
- (b) The Landlord shall not be held to have waived the condition herein contained where the Landlord has permitted the Tenant to do any act in breach of conditions or stipulations herein and the Landlord shall always have the right to enforce such conditions or stipulations notwithstanding any antecedent breach of the conditions or stipulations permitted by the Landlord.
- (c) In the event of the rent, hire charge, management fee and or service charge remaining unpaid for **Seven (7) calendar days** after becoming payable (whether formally demanded or not) it shall be lawful for the Landlord to claim an interest at **ten percent (10%)** per annum. Amount unpaid calculated as from the date payable.

DEFAULT OF TENANT

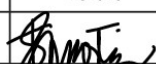
WAIVER OF DEFAULTS

INTEREST FOR RENT ARREARS

(d) .

Disclaimer:

This is a general document which may not be appropriate for use in all cases. When in doubt, please seek legal advice. In the event of a dispute, the Landlord/Tenant agree not to hold **PropNex Realty Pte Ltd** liable, for any changes, amendments, additions and deletions that were made on the standard Tenancy Agreement form that had been done with the consent and agreement of both parties prior to the signing of the agreement.

Initials	
Landlord	Tenant
	

- (e) If the Tenant is in breach of any clause and /or terminates this tenancy prematurely / exercise the diplomatic clause, then the Tenant shall reimburse the Landlord commission paid to the Agency on a pro-rata basis for the remaining unfulfilled term. The Landlord has the right to deduct such reimbursement of the commission from the security deposit as stipulated by Clause 2 above.
- (f) Any notice required under this Agreement shall be sufficiently served if it is sent by post in a registered letter addressed to the Tenant or the Landlord or other person or persons to be served by name at their address specified herein at the last known place of abode or business. A notice sent by registered letter shall be deemed to be given at the time when it ought in due course of post to be delivered at the address to which it is sent.
- (g) That the Landlord shall on the written request of the Tenant made not less than **two (2)** calendar months before the expiration of the tenancy hereby created and if there shall not at the time of such request be any existing breach or non-observance of any of the agreements and stipulations on the part of the Tenant grant to the Tenant a tenancy of the said premises for a further term of one (1) year from the expiration of the tenancy hereby created at the prevailing market rent and upon the same terms and conditions. In the event that the Landlord should grant the Tenant an extension of the said term herein then the Landlord and the Tenant shall pay the agency renewal commission either:
- (h) In case the said premises or any part thereof shall at any time during the said tenancy be destroyed or damaged by fire, lightning, riot, explosion or any other inevitable cause so as to be unfit for occupation and use then and in every such case (unless the insurance money shall be wholly or partially irrecoverable by reason solely or in part of any act of default of the Tenant) the rent hereby reserved or a just and fair proportion thereof according to the nature and extent of the damage sustained shall be suspended and cease to be payable in respect of any period while the said premises shall continue to be unfit for occupation and use by reason of such damage.
- (i) In case the said premises shall be destroyed or damaged as in Clause 5(h) herein and if the Landlord or the Tenant so thinks fit shall be at liberty to terminate the tenancy hereby created by notice in writing and upon such notice being given the term hereby created shall absolutely cease and determine but without prejudice to any right of action of the Landlord in respect of any antecedent breach of this Agreement by the Tenant.
- (j) Notwithstanding anything therein contained the Landlord shall not be liable to the Tenant or any other person in respect of any interruption in any of the services or facilities provided by the Landlord by reason of necessary repair or maintenance of any installation or apparatus or damage thereof or destruction thereof by fire, water, act of God or other causes beyond the control of the Landlord or by reason of mechanical or other defect or breakdown or by reason of a strike of workmen or others or of a shortage of fuel, materials, water or labor.
- (k) Notwithstanding anything herein contained the Landlord shall be under no liability to the Tenant, members of the Tenant's immediate family or to any other person who may be permitted to enter, occupy or use the Premises or any part thereof for accidents, happenings or injuries sustained or for loss of or damage to property goods or chattels in the Premises or in any part thereof whether arising from the defects in the Premises or the negligence of any servant or agent of the Landlord or otherwise and the Tenant shall keep the Landlord fully indemnified against all claims, demands, actions, suits, proceedings, orders, damages, costs, losses and expenses of any nature whatsoever which the Landlord may incur or suffer in connection with the aforesaid.
- (l) In the event of Enbloc Redevelopment the Landlord shall be at liberty by giving three months' notice in writing to determine the tenancy hereby created and shall refund the deposit to the tenant without interest. Neither party shall have any claims against the other.
- (m) The law applicable in any action arising out of this lease shall be that governing the Republic of Singapore and the parties hereto submit themselves to the jurisdiction of the law of Singapore.
- (n) It is expressly understood by the Landlord that the commission paid to **PROPnex REALTY PTE LTD** as the brokerage fee in this transaction has been fully earned for services rendered and there shall be no claim made by the Landlord against **PROPnex REALTY PTE LTD** for a refund of the commission should the Tenant prematurely terminate the tenancy herein or for any other reasons.
- (o) This Tenancy Agreement is read together with the Letter of Intent, (if any) dated: _____.
8. The stamp duty on the original and duplicate of this Agreement shall be borne by the tenant and paid forthwith within 14 days after signing this agreement.
9. Except as expressly provided in this Agreement, a person who is not a party to this Agreement has not rights under the Contracts (Rights of Third Parties) Act to enforce any terms in this Agreement.
10. The marginal notes appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the sections or clauses of this Agreement nor in any way affect this Agreement.

REIMBURSEMENT OF COMMISSION FOR PREMATURE TERMINATION

SERVICE OF NOTICE

OPTION TO RENEW

UNFITABILITY OF PREMISES LEADING TO SUSPENSION OF RENT

LEADING TO TERMINATION

NO LIABILITY IN RESPECT OF INTERRUPTION OF SERVICES AND ETC

TO INDEMNIFY THE LANDLORD

ENBLOC RE-DEVELOPMENT

GOVERNING LAW

COMMISSION EARNED

LETTER OF INTENT

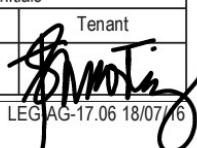
STAMP DUTY

RIGHTS OF THRID PARTIES

MARGINAL NOTES

Disclaimer:

This is a general document which may not be appropriate for use in all cases. When in doubt, please seek legal advice. In the event of a dispute, the Landlord/Tenant agree not to hold **PropNex Realty Pte Ltd** liable, for any changes, amendments, additions and deletions that were made on the standard Tenancy Agreement form that had been done with the consent and agreement of both parties prior to the signing of the agreement.

Initials	
Landlord	Tenant
	

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

SIGNED by the Landlord 1)
With Company stamp affixed where applicable)

SIGNED by the Landlord 2)
With Company stamp affixed where applicable)



Signature

Name : Choong Cha Tap
NRIC No : S8273586J
Date :



Signature

Name :
NRIC No. :
Date : 

SIGNED by the Landlord 1)
(With Company stamp affixed where applicable)

Name : Choong Cha Tap)
NRIC No. : S8273586J)



In the presence of:)
Name : David Wong)
NRIC No. : S8032179A)

SIGNED by the Tenant)
(With Company stamp affixed where applicable)

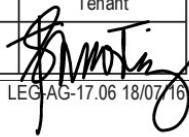
Name : Flordeliza Santos Martinez)
NRIC No. : S6864472J)



In the presence of:)
Name : David Wong)
NRIC No. : S8032179)

Disclaimer:

This is a general document which may not be appropriate for use in all cases. When in doubt, please seek legal advice. In the event of a dispute, the Landlord/Tenant agree not to hold PropNex Realty Pte Ltd liable, for any changes, amendments, additions and deletions that were made on the standard Tenancy Agreement form that had been done with the consent and agreement of both parties prior to the signing of the agreement.

Initials	
Landlord	Tenant
	

LIST OF OCCUPANTS					
Name of Occupants	Passport No.	NRIC/FIN No	Expiry Date	Company Name	Telephone No.
Flordeliza Santos Martinez	—	S6864472J	—	Hewlett Packard	9154 9487
Martinez Klarisse Martinez	—	T0970361B	—	—	—
Martinez Katherine Marie M	—	T0770385B	—	—	—

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.

Disclaimer:

This is a general document which may not be appropriate for use in all cases. When in doubt, please seek legal advice. In the event of a dispute, the Landlord/Tenant agree not to hold **PropNex Realty Pte Ltd** liable, for any changes, amendments, additions and deletions that were made on the standard Tenancy Agreement form that had been done with the consent and agreement of both parties prior to the signing of the agreement.

Initials	
Landlord	Tenant
	