

**TENANCY AGREEMENT**

TA-HDB (2013)

**(COMMERCIAL / INDUSTRIAL)**

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| This Agreement is made the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_:  BETWEEN  **Landlord’s Name & Particulars**  **Landlord’s Address**  (hereinafter called the “The Landlord” which expression where the context so admits shall include all persons having title under the Landlord) of the one part;  AND  **Tenant’s Name & Particulars**  **Tenant’s Address**  (hereinafter called “The Tenant” which expression where the context so admits shall include a successors and permitted assigns of the Tenant) of the other part.  **NOW IT IS HEREBY AGREED** as follows:  **1**. The Landlord agrees to let and the Tenant agrees to take all that property with an approximate area of\_\_\_\_\_\_\_\_sq. ft. known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter called “the Premises”) together with the furniture, fixtures and fittings therein belonging to the Landlord as specified in the Schedule annexed hereto (hereinafter called “the Furniture”) TO HOLD on to the Tenant from the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_ for a term of \_\_\_\_\_\_\_\_ ( ) months at the rent of SINGAPORE DOLLARS \_\_\_\_\_\_\_\_\_\_\_\_\_\_(S$ ) per month inclusive of service charge which is payable monthly in advance without deduction whatsoever on the \_\_\_\_\_ day of each calendar month via GIRO /INTERNET bank credit into \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Landlord’s Bank Account No.)  **2. The Tenant hereby agrees with the Landlord as follows:**  (a) To pay the said rent at the times and in manner aforesaid.  (b) Upon the execution of this Agreement, the Tenant shall pay the sum of Singapore Dollars \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(S$ ) being a deposit equal to \_\_\_\_ (\_\_) months’ Rent, to be held by the Landlord as security against breach of any of the covenants or conditions in this Agreement by the Tenant. The deposit shall not be deemed to be treated as payment of the Rent or any part thereof. The deposit shall be refunded to the Tenant without interest within Fourteen (14) days on the expiry or termination of the Term less any appropriate deduction as damages arising directly from a breach of any of the covenants in this Agreement by the Tenant. Provided that in the event of a reduction in the amount of the deposit by reason of deduction by the Landlord, the Tenant shall forthwith within seven (7) days of the Landlord's written demand pay to the Landlord an additional amount so that the amount of the deposit shall at all times be equivalent to the aggregate of two (2) months' Rent. Any appropriation by the Landlord of the Deposit in terms of this Clause shall not be deemed a waiver by the Landlord of any non-observance or non-performance on the part of the Tenant and shall not preclude the Landlord from exercising any of its other rights and remedies which the Landlord may possess in respect of any breach on the part of the Tenant hereunder.  (c) i. To pay all charges due in respect of any telephones or other equipment installed at the said premises, including any tax payable thereon.  ii. To pay all charges for the supply of water, electricity, gas, special waste disposal and any water borne sewerage system, any such installations installed or used at the said premises, including any tax payable thereon.To pay all charges for the supply of water, electricity, gas, special waste disposal and any water borne sewerage system, any such installations installed or used at the said premises, including any tax payable thereon.  (d) To keep the interior of the said premises including the sanitary and water apparatus and the furniture and the doors and windows thereof in good and tenantable repair and condition throughout this tenancy (fair wear and tear and damage by any act beyond the control of the Tenant excepted).  (e) 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.  (f) During the Three (3) months immediately preceding the expiration of the tenancy herein to permit the Landlord or its representative’s at all reasonable times and by prior appointment to bring interested parties to view and the said premises for the purpose of letting the same.  (g) During the currency of this tenancy, to allow the Landlord or its representative’s 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. The said premises shall be sold subject to this tenancy.  (h) At all times during the term hereby created to comply with all such requirements as may be imposed upon the Tenant by Management Corporation requirements and or any statute legislation now or hereafter in force and any orders rules regulations requirements and notices there under.  (i) To yield up the said premises at the expiration or sooner determination of this tenancy in such good and tenantable repair and condition (fair wear and tear excepted) as shall be in accordance with the conditions, covenants and stipulations herein contained and with all locks keys and the furniture.  (j) Not to make or permit to be made any alteration structural or otherwise in or additions to the said premises or any part thereof without the prior consent in writing of the Landlord and in the event of such license and consent being given to carry out at the Tenant’s own expense such as alterations or additions and upon determination of the said tenancy the Tenant shall remove all such alterations or additions so as to restore the demised premises to their original state and tenantable conditions (fair wear and tear excepted ) at the expense of the Tenant  (k) Where there have been alterations made to the Premises, to reinstate the Premises (where requested by the Landlord) to their original state and condition at the Tenant’s expense to the satisfaction of the Landlord immediately prior to the expiration of the Term. PROVIDED always that in the event of default by the Tenant, the Landlord shall be entitled (but not bound so to do) to reinstate the Premises and reclaim the costs of such reinstatement together with the rents the Landlord would have been entitled to receive from the Tenant had the time taken to reinstate the Premises been added to the Term of this tenancy  (l) To use and occupy the Premises as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_. The actual usage for the Premises shall be subject to the approval of all relevant government departments and authorities, which approval shall be obtained by the Tenant at the Tenant’s own cost and expense prior to any commencement of renovation works and business.  (m) Not to exceed the maximum electricity load and not to load or permit to be loaded on any part of the floors of the said premises weights exceeding those specified by the Landlord, Management Corporation or other bodies (where applicable).  (n) Not to assign sublet or part with the possession of the said premises or any part thereof without the written consent of the Landlord which consent shall not be unreasonably withheld in the case of a respectable and responsible tenant. This prohibition shall not apply to the occupation of the said premises or any part thereof by any person or persons employed or engaged by the Tenant or members of the Tenant’s family where applicable.  (o) Not to keep or permit to be kept on the said premises or any part thereof any materials of a dangerous or explosive nature or the keeping of which may contravene any statute or subsidiary legislation.  (p) Not to do or permit to be done anything whereby the policy or policies of insurance on the said premises against damage by fire may become void or voidable or whereby the premium thereon may be increased.  (q) Not to use the premises or any part thereof for any unlawful or immoral purposes and not to do or permit 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.  (r) To be responsible for and to indemnify the Landlord from and against all claims, writs, summonses, orders, judgments and demands and against damage occasioned to the demised premises or any adjacent or neighbouring premises or injury caused to any person by any act default or negligence of the Tenant or the servants, agents, licensees or invitees of the Tenant.  (s) Not to obstruct or cause or suffer to be obstructed the hall lobby staircases landings and passages leading to the demised premises.  (t) To apply for and obtain all necessary operating licenses and permits from all relevant government departments and authorities before carrying out the intended trade at the said premises.  **3. The Landlord hereby agrees with the Tenant as follows:**  (a) To pay all rates, taxes, maintenance charges and any surcharges thereon, assessments and outgoing (except as otherwise provided in this Agreement) which are or may hereafter be charged or imposed on the said premises including any surcharges payable thereon.  (b) To insure the said premises against loss or damage by fire and to pay all premium thereon.  (c) To be responsible for the repair and replacement of any furniture, fixture and fitting at the said premises (if any) save where the same are caused by any act, default, neglect or omission on the part of the Tenant or any of its servants agents occupiers contractors guests or visitors  (d) To maintain the structural condition of the said premises including sanitary pipes and electrical wiring and to keep the roof of the said premises in good and tenantable repair and condition.  (e) That the Tenant paying the rent hereby reserved and observing and performing the several conditions, covenants and stipulations on the Tenant’s part herein contained shall peaceably hold and enjoy the said premises during this tenancy without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.  **4. Provided always and its expressly agreed as follows:**  (a) If the rent hereby reserved shall not be paid for seven (7) days after its due or if there shall be a breach of any of the conditions, covenants or stipulations on the part of the Tenant herein contained, the Landlord shall be entitled to re-enter upon the said premises and thereupon this tenancy shall immediately absolutely determine but without prejudice to any right of action of the Landlord for damage or otherwise in respect of any such breach or any antecedent breach.  (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 percent (10%) per annum on the amount unpaid calculated from after the date due to the date of actual payment  (c) The Landlord shall not be liable to the Tenant or the Tenant’s servant’s agents or agents or other persons in the said premises or persons calling upon the Tenant for any accidents happening, injury suffered, damage to or loss of any chattel property sustained on the said premises.  (d) In case the said premises or any part thereof shall at any time during this tenancy be destroyed or damaged by fire lightning riot explosion 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.  (e) In case the said premises shall be destroyed or damaged as aforesaid, either party shall be at liberty by notice in writing to the other determine this tenancy, and upon such notice being given, this tenancy or the balance thereof shall absolutely cease and determine and 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.  (f) If the Tenant is in breach of any clause of this agreement, leading to an early termination of the tenancy, then the Tenant shall in any event reimburse the Landlord on a pro rata basis the commission the Landlord has paid to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for the remaining unfulfilled term without prejudice to the other rights of action by the Landlord in respect of any antecedent breach of this Agreement by the Tenant  (g) The Landlord shall on the written request of the Tenant made not less than three (3) months before the date of expiry of this tenancy, and if there shall not at the time of such request be any existing breach or any non-observance of any of the conditions, covenants or stipulations on the part of the Tenant herein contained, at the expense of the Tenant, grant to the Tenant a tenancy of the said premises for a further term of \_\_\_\_\_\_\_\_\_ ( ) year from the date of expiry of this tenancy at a rent to be agreed based on the prevailing market rent but otherwise containing the like conditions, covenants and stipulations as are herein contained with the exception of this option for renewal.  (h) Any notice served under or in any way in connection with this Agreement shall be sufficiently served on the Tenant if left at the said premises or delivered to the Tenant personally or sent to the Tenant at the said premises by registered post and shall be sufficiently served on the Landlord if delivered to the Landlord personally or sent to the above mentioned address by registered post. Any notice sent by registered post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent.  (i) The waiver by either party of a breach of 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.  (j) The stamp duty for stamping this Agreement in duplicate and any legal cost shall be borne by the Tenant and shall be paid on the date of signing of this Agreement.  (k) All amounts stated in this Agreement to be payable by the Tenant are exclusive of any Goods & Service Tax (GST). The Tenant shall pay without demand any GST properly chargeable in respect of the monthly rental and service chargeable under this or as contemplated in this Agreement.  (l) This Agreement shall be subject to the laws of the Republic of Singapore. | **Property Address**  **Lease Period**  **Rent**  **Rental Payment**  **Security Deposit**  **Payment of Outgoings**      **Interior Maintenance**  **Access to Premises for Repair**  **Access to Premises for New Tenants**  **Sale with Tenancy**  **Compliance with Rules**  **Yielding Up of Premises**  **Alterations & Additions**  **Re-Instatement**  **Purpose of Use**  **Electrical & Floor Loading**  **No Assignment or Sublet**  **No Dangerous Materials**  **Not to Void Insurance**  **No Illegal or Immoral Use**  **To Indemnify Landlord**  **No Obstruction**  **Application of License/Permit**  **Payment of Taxes**  **Insurance**  **Repair and Replacement**  **Structural Maintenance**  **Quiet Enjoyment**  **Default of Tenant**  **Rent in Arrears**  **Limited Liability of Landlord**  **Untenantability Leading to Suspension of Rent**  **Untenantability Leading to Termination of Lease**  **Service of Notice**  **Renewal Clause**      **Notice**  **Waiver of Defaults**  **Stamp Duty & Legal Cost**  **Goods & Service Tax**  **Governing Law** |

**IN WITNESS WHEREOF**

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

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| SIGNED by the Landlord  (With Company stamp affixed where applicable)  Name:  NRIC No.:  In the presence of:  Name:  NRIC No.:  SIGNED by the Tenant  (With Company stamp affixed where applicable)  Name:  Passport / NRIC No.:  FIN No.:  In the presence of:  Name:  NRIC No.: | }  }  }  }  }  }  }  }  }  }  }  } |