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| **TENANCY AGREEMENT**  **(HDB Flat-Approved)**  This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, 20\_\_\_\_**:  **BETWEEN**  (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**  (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. WHEREAS The Landlord is the registered owner of the dwelling premises situated at and known as **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter referred to as “The Premises”) together with the Landlord’s furniture, fixtures, fittings (hereinafter referred to as “The Furniture”) now in or about the Premises, particulars of which are specified in the inventory list attached.  The Tenant is desirous of obtaining a sub-tenancy of the Premises and the Landlord has procured the approval of the Housing and Development Board (hereinafter referred to as “HDB”) to sub-let the Premises subject to the HDB terms and conditions for sub-letting, a copy of such terms and conditions for sub-letting is attached herewith. Notwithstanding the terms and conditions of this Agreement the Tenant undertakes to also abide by the HDB terms and conditions for sub-letting.  **NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:**   1. The Landlord agrees to let and the Tenant agrees to accept the Premises including the Furniture therein belonging to the Landlord as set out in the Inventory List attached hereto inclusive of maintenance charges for the term set out in Clause 2, at the rent set out in Clause 3 and on the terms and conditions set out in this Agreement. 2. The Premises shall be leased to the Tenant for **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_)** months from \_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the "Term") for occupancy by the Tenant or any employee of the Tenant (any such person as shall actually be occupying the Premises at a given time, the "Occupant"), together with such family members of the Occupant and/or such other persons as the Occupant may elect. 3. The Tenant shall pay without demand and without deduction, set-off or counter claim whatever during the Term in respect of the Premises a monthly rent of **Singapore Dollars \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(**S$\_\_\_\_\_\_\_\_\_**) (hereinafter called “the Rent”). The Tenant shall pay The Rent monthly in advance, each payment to be made on the \_\_\_\_ day of each calendar month. The first payment is to be made on or before the signing of this Agreement. Thereafter, each payment to be made by GIRO /INTERNET bank credit into \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*Landlord’s Bank Account No.)* | TA-HDB (2013)  **Landlord**  **Tenant**  **Property Address**  **HDB Guidelines for Sub-letting**  **The Premises**  **Lease Period**  **Monthly Rent** |
| 1. Upon the execution of this Agreement, the Tenant shall pay the sum of **Singapore Dollars** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (S$ ) being a deposit equal to Two (2) 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. 2. **THE TENANT HEREBY COVENANTS WITH THE LANDLORD AS FOLLOWS:**   (a) To pay the deposit and the Rent on the day and in the manner aforesaid.  (b) To pay all charges due in respect of any telephones, television license fees, broadband subscriptions cable television or other equipment installed at the said premises, including any tax payable thereon.  (c) To pay all charges for the supply of water, electricity, gas and any water borne sewerage system, any such installations installed or used at the said premises, including any tax payable thereon.  (d) To use manage and clean the Premises and the fixtures and fittings therein in a careful manner and to keep the interior of the Premises in good and tenantable repair and condition except normal fair wear and tear, damage by fire, lightning, explosion, riot, civil commotion and any other cause not arising out of negligence of the Tenant save as aforesaid to replace items of window glass, locks, keys , light bulbs and other fixtures belonging to the Premises which are broken or damaged during the Term.  (e) Not to do or permit to be done upon the Premises anything which may be unlawful orimmoral or become a nuisance or annoyance to occupiers of adjoining or adjacent property.  (f) To use the said Premises for the purpose of a private residence only and to ensure that the occupiers are limited to the persons registered with the Landlord and the HDB as occupants and not to assign, sublet or otherwise part with possession of the Premises or any part thereof without the prior written consent of the Landlord and the HDB. Any change in occupants shall be subject to the Landlord’s prior written approval and the maximum number of occupants prescribed for the Premises. In the event that any unregistered occupant is discovered by the Landlord or its agents or representatives, the Tenant shall be given twenty- four (24) hours to remedy the breach. Without prejudice to the Landlord’s rights and remedies at law and under this Agreement against the Tenant, the Landlord will take steps to evict unregistered occupants from the Premises if the breach by the Tenant is not remedied. | **Security Deposit**  **Utility Charges**  **Maintenance of Premises**  **No Immoral Use**  **Proper Use of Premises** |
| (g)Not to assign, sublet, license or part with the possession of the Premises, provided in case of the Tenant being a company, this prohibition shall not apply to occupation of the Premises by a bona fide employee of the Tenant.  (h) To permit the Landlord and the said Landlord’s agents, surveyors and workmen with all necessary appliances to enter upon the Premises at reasonable times with prior appointment for the purpose either of viewing the condition thereof or of doing such works and things as may be required for any repairs, alterations or improvement either of the Premises or any part of any building in which the Premises may be comprised or adjoined.  (j) During the Two (2) months immediately preceding the expiry or termination of the Term, to permit prospective tenants, accompanied by the Landlord or the Landlord’s agent at reasonable times with prior appointment to view the Premises for the purpose of letting the same.  (i) Not to do or permit to be done anything whereby the policy or policies of insurance on the Premises against damage by fire may become void or voidable or whereby the premium thereon may be increased and to repay to the Landlord all sums paid the Landlord in respect of the renewal of any such policy rendered necessary by a breach or non-observance of this covenant..  (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.  (k) To engage a competent air-conditioning contractor to carry out quarterly servicing of the air-conditioners, the charges for which shall be the responsibility of the Occupant and the Landlord shall pay for all necessary repairs of the air-conditioners except for repairs resulting from the lack of servicing and maintenance by the Tenant.  (l) Throughout the Term except for the first month, any minor repair not exceeding S$150 per item per repair shall be borne by the Tenant. Such expenditure exceeding $150 per item per repair shall have the prior consent of the Landlord and the Tenant shall bear the first S$150 whereas the Landlord shall bear the remainder provided that any damage requiring such repair is not due to the negligence of the Tenant, its occupant or any licensees, visitors or others permitted to enter the Premises by the Tenant.  (m) To yield up the Premises together with the furniture, fixtures and fittings (including dry cleaning of all curtains) upon the determination of the tenancy, in like conditions asthe Premises was delivered to the Tenant and in accordance with the conditions and stipulations herein contained, with all locks, keys and fastenings complete (fair wear and tear excepted).  (n) To ensure that during the currency of this Agreement the Tenant and/or permitted occupants comply 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 undertakes to provide the Landlord upon request for physical inspection, all immigration and employment documents and passes and proof of employment, of all non-local occupants and to provide the Landlord with certified true copies of the same. The Tenant shall also authorise, permit and co-operate with the Landlord to make such enquiries with relevant government departments and/or employers to verify the same | **No Assignment or Subletting**  **Access to Premises**  **Viewing of Premises**  **Insurance Premium**  **Alterations & Additions**  **Servicing of Air-Conditioners**  **Minor Repair**  **Yield up Premises**  **Compliance with Immigration Authority** |
| (o) To indemnify and keep indemnified the Landlord (against any fines, summons, convictions etc.) to the fullest extent as allowed by the laws of the Republic of Singapore, for any violation or non-conformance by the Tenant and/or permitted occupants, of the Immigration Act and/or the Employment of Foreign Workers Act.  (p) The costs of stamping of this Agreement including administration charges shall be borne by the Tenant and paid forthwith.   1. **THE LANDLORD HEREBY COVENANTS WITH THE TENANT AS FOLLOWS:**   (a) To pay all present and future property tax assessments and outgoings which are or may be charged or imposed on the Premises including the monthly conservancy charges payable to the local Town Council.  (b) To keep the roof and exterior of the Premises, the main walls and structure, ceiling, floors, electrical wiring and the water pipes thereof in good and tenantable repair throughout the Term.  (c) That the Tenant paying the Rent hereby reserved and observing and/or performing on its part the covenants and stipulations set out in this Agreement 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.  (d) At all times throughout the Term, to keep the Premises insured against loss or damage by fire to the full insurable value thereof and to pay the premium in respect thereof.     1. **PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED AS FOLLOWS:**   (a) In the event that the rent hereby reserved or any part thereof shall be unpaid on its due date, interest at the rate of ten per cent (10%) per annum shall be chargeable on such unpaid rent or any part thereof from the due date up till the date of actual payment without prejudice to the Landlord's rights of action hereunder.  (b) If the Rent or any part thereof shall at any time be unpaid for fourteen (14)calendar days after becoming due and payable or the Tenant fails to observe or perform any conditions or stipulations set out in this Agreement which on the Tenant’s part are to be performed or observed, and in either case, the Tenant does not remedy his fault within fourteen (14) calendar days after having received a written notice from the Landlord specifying the fault and requiring the remedy thereof; or  (c) In the event of the Premises or any part thereof at any time during the Term being so damaged or destroyed by fire or otherwise as to render the Premises unfit for the use or occupation then (except where such fire or otherwise has been caused by the default or negligence of the Tenant or the Tenant’s servant or agents) the Rent hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained shall be suspended and shall cease to be payable until the Premises are again rendered fit for occupation and use. | **Indemnify Landlord**  **Stamp Fee**  **Taxes & Conservancy Charges**  **Maintenance of Structure**  **Quiet Enjoyment**  **Fire Insurance**  **Payment Interest**  **Right of Re-Entry**  **Destruction of Premises** |
| (d) In case the Premises are destroyed or damaged by fire, either party if they so think fit shall be at liberty by notice in writing to terminate this Agreement and the tenancy hereby granted shall absolutely cease and determine but without prejudice to any antecedent breach of this Agreement by either party.  (e) The Landlord shall not be liable to the Tenant or any of the Tenant’s employees, servants, agents, invitees or other persons who may be permitted to enter the Premises for any injury sustained or loss of or damage to property, goods or chattels suffered on the Premises or any part thereof, unless such injury, loss or damage is attributable to the negligence of the Landlord or its employees, agents, representatives, contractors, invitees, licensees or such other persons who may have been permitted or authorised by the Landlord to enter the Premises.  (f) The Landlord shall on the written request of the Tenant made not less than two (2) calendar months before the expiration of the Term and if at the time of such request there are no existing breaches or non-observances of any of the covenants and conditions in this Agreement on the part of the Tenant, grant to the Tenant a tenancy of the Premises for a further term of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_) months from the expiry of the Term based on the same covenants and conditions in this Agreement and at a rent to be mutually agreed upon and subject to prevailing market rate at the time of renewal, except for this present covenant for renewal. Provided always the aforesaid extension shall be subject to the Landlord obtaining prior approval from the HDB to sub let the Premises.  (g) Notwithstanding anything herein contained, if at any time after the expiration of twelve (12) months from the date of the commencement of this tenancy, the immediate occupant of the said premises, Mr \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be transferred out of the Republic of Singapore permanently by his firm, ceased to be employed by the Tenant or if for any cause whatsoever he shall be ordered to leave the Republic of Singapore, then and in such a case, it shall be lawful for the Tenant to determine this tenancy by giving not less than \_\_\_\_\_\_\_\_\_\_\_ (\_\_\_) months' advance notice (this is in addition to the twelve (12) months aforesaid) in writing to the Landlord or by paying \_\_\_\_\_\_\_\_\_\_ (\_\_\_) months' rent in lieu of such notice. Documentary evidence of such transfer, cessation or order shall be required and such notice shall be deemed to have commenced on such date as the Landlord shall have actually received such evidence  (h) If this Agreement should be lawfully terminated by notice in writing by the Tenant before the expiry of the tenancy herein aforesaid, the Tenant shall refund to the Landlord, pro rata, the commission of Dollars\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (S$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), paid by the Landlord to his real estate agency \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Licence No.\_\_\_\_\_\_\_\_\_\_. The Landlord shall be entitled to deduct such refund from the deposit held by the Landlord.  (i) Any notice served in connection with this Agreement shall be sufficiently served on the Tenant if delivered to the Tenant personally or sent by registered post to the Tenant at the above-mentioned address or last known address in Singapore (and in the event Landlord delivers any such notice to the Tenant, the Landlord shall also deliver a copy thereof to Occupant at the Premises, which copy shall not constitute notice to the Tenant); and shall be sufficiently served on the Landlord if delivered to the Landlord personally or sent by registered post to the address first set forth above. Any notice delivered by registered post shall be deemed to be given at the time when in due course of posting it would be delivered at the address to which it is sent.  (j) This Tenancy Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore. The parties hereto irrevocably agree to submit strictly to the jurisdiction of the Singapore Courts.  **8. IN THIS AGREEMENT WHERE THE CONTEXT SO ADMITS:**  (a) Words importing only the singular number include the plural number and vice versa.  (b) Words importing the masculine gender also include the feminine gender.  (c) Words importing a person import also a firm or corporation.  IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.    Signed by **Landlord** }  Name:..……………………………………….. }  NRIC No.: ……………………………………. }  In the presence of }  Name: ………………………………………. }  NRIC No.: ………………………………….. }  Signed by **Tenant** }  Name: ……………………………………….. }  Passport/FIN No. …………………………… }  In the presence of }  Name: ……………………………………….. }  NRIC No.: …………………………………… } | **Right To Terminate**  **Landlord Not Liable**  **Option to Renew**  **Diplomatic Clause**  **Reimbursement by Tenant**  **Service of Notice**  **Law of Singapore** |