TENANCY AGREEMENT

THIS AGREEMENT is made the day of	Two Thousand and Twenty (2020) between
Ng Lee Hiah (S0081914/Z)	
No 580 Upper East Coast Roa Singapore (466590)	ad

Hereinafter called "the Landlord" which expression shall where the context so admits include its successors and assigns of the one part and

Naryani Sunil (EP No: G3253767M) Singapore 238309

Hereinafter called "the Tenant" which expression shall where the context so admits include its successors and assigns of the other part.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The Landlord agrees to let and the Tenant agrees to take the premises known as No 80 Jellicoe Road #15-04 Citylights Singapore (208766) (hereinafter called "the Premises") together with the furniture, fixtures and fittings as described in the Inventory List attached hereto for a term of Thirty-Six (36) months commencing on the 27th May 2020 ("the Term") at a calendar monthly rent of Singapore Dollars FOUR THOUSAND AND SEVEN HUNDRED ONLY (S\$4,700/-) ("Monthly Rent") of which:

The 1st rental from 27/5/2020 – 26/6/2020 shall be made payable upon signing of this Tenancy Agreement. Thereafter all subsequent rentals shall be paid monthly without demand in advance starting on the 27th day of each calendar month throughout the tenancy by **GIRO** directly into landlords Bank Account, as follow:

Account No : 386-103-244-0 Account Name : Ng Lee Hiah

Bank Name : UOB (Saving Account)

2. Upon signing of this Tenancy Agreement, to deposit with the Landlord the sum of Singapore Dollars NINE THOUSAND AND FOUR HUNDRED ONY (\$\$9,400/-) (which is the equivalent of two (2) months' rent), ("the Deposit') which said sum shall be held by the Landlord, throughout the tenancy as security for the due observance and performance by the Tenant of the terms, conditions and stipulations of this Agreement and subject thereto, shall be refunded without interest to the Tenant within fourteen (14) days after the expiry or earlier termination of the Tenancy Agreement in accordance with the provisions herein, after deduction of such sum(s) as may be due to the Landlord for any breach of the Tenant's terms, conditions and stipulations herein contained. This deposit shall not be utilized as set-off for any rent due and payable during the currency of this Agreement.

TENANCY DEPOSIT

3. TENANT'S COVENANTS

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 withholding, deduction or set off whatsoever.

RENTING/HIRING SERVICES CHARGES

b) To pay connection charges and outgoings relating to the supply to the Premises of electricity, water, gas and/or other utilities, and telephone, cable television fees and/or other such services during the term hereby created.

PAY ALL RATES, ETC

c) To pay or indemnify the Landlord against all charges and fee for maintenance and other appliance hired from the SP Services Ltd, Telecommunication

PAY ALL CHARGES AND

Landlord's Tenant's Initial Initial

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Authority of Singapore, Singapore Cable Vision, the government or any competent authority and any government taxes payable thereon.

FEES, ETC

d) At its own cost and expense to keep the interior of the premises including sanitary and water apparatus and the Landlord's furniture, fixtures and fittings therein and the doors and windows thereof in good and tenantable repair and condition, fair wear and tear, damage by fire, water, pests, lightning, explosion, riot, civil commotion and any other cause not arising out of the negligence of the Tenant shall be 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

e) To provide and replace electric bulbs and tubes at its own cost and expense.

REPLACE ELECTRIC BULBS

f) 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

g) To permit persons with authority from the Landlord at all reasonable times and by prior appointment to enter and view the Premises for the purpose of taking a new tenant during two (2) calendar months immediately preceding the termination of the tenancy.

ACCESS TO PREMISES – NEW TENANT

h) To permit persons with authority from the Landlord at all reasonable times and by prior appointment to enter and view the Premises for the purpose of selling the Premises. However, the sale is subject to the Tenancy herein. ACCESS TO PREMISES – POTENTIAL PURCHASER

i) To permit the Landlord, agent and/or servant to enter upon the Premises at all reasonable times mutually agreed upon and by prior appointment for the purpose of examining the state and condition thereof and/or to execute such repairs and works as may be required.

ACCESS TO PREMISES – REPAIR WORKS

j) Not to assign sublet or part with the possession of the said premises.

NO SUBLETTING

k) Not to carry out or permit or suffer to be carried out alterations, additions or any changes of whatever so nature structural or otherwise to the premises or any part thereon, without first having obtained the consent in writing of the Landlord, such consent not to be unreasonably withheld.

NO UNAUTHORIZED ALTERATIONS

I) Not to carry out or permit or suffer to be carried out any alterations, additions or any changes of whatsoever nature to the Premises including not to drill any holes or drive any nails or other accessories in any walls, ceilings or floors of the Premises without first having obtained the prior consent in writing of the Landlord excepting anything reasonably done to hang pictures, painting and the like. Provided always that the Tenant shall at its own expense engage a professional painter or workman to repair all holes and damages done to the walls and ceiling so as to reinstate such walls and ceiling to their condition as of the date of the handover of the premises to the Landlord.

UNAUTHORIZED HACKING

m) Not to do or permit to be done anything on the Premises which shall be or become a nuisance or annoyance with the quiet and comfort or cause loss, damage or injury to the Landlord or to the inhabitants of the neighbouring premises or to any other party nor to carry on any activity on the premises of an unlawful or illegal or criminal nature or constituting an offence or being in contravention of any statute, law, rule or regulation of the country.

NOT TO CAUSE NUISANCE

n) To use the premises as a private dwelling house only and not for any immoral or illegal or other purpose.

PERMITTED USE OF PREMISES

o) To comply and conform and cause to be complied and conformed at all times

COMPLIANCE

Landlord's Tenant's Initial Initial

and in all respects during the continuance of this Agreement with the provisions of all statutes, laws, rules, regulations, by-laws, orders and notices made thereunder or made by any competent authority including the Management Corporation.

WITH LAWS AND NOTICES

p) To enter into contract with Landlord's appointed air-conditioner maintenance contractor for the servicing and maintenance of all the air-conditioners in the Premises on a quarterly basis at the Tenant's own cost and expense. The Tenant shall forthwith furnish a copy of such service contract to the Landlord for each servicing, failing which Landlord shall claim the entire repair cost (if any), Notwithstanding clause 3(q), the Landlord shall be responsible for any repairs, chemical cleaning and replacement of the air conditioner provided that such breakdown shall not be due to the Tenant's misuse, misconduct, negligence, default, breach, non-performance or non-observance in any respect of any of the obligations, covenants, conditions, stipulations or agreements on the part of the Tenant.

SERVICE OF AIR CONDITIONERS

q) To be responsible for all minor repairs and routine maintenance of the premises not exceeding \$150 per item per repair throughout the term of the said lease. In avoidance of doubt, all repairs that exceed \$150 per item per repair shall be borne by the Landlord in excess, excepting those caused by the Tenant's wilful act, default or negligence, Then the Tenant shall bear full cost of repairing or replacement of the items. This clause shall be not enforced during the first 30 days of the commencement of the tenancy. Replacement of all electrical appliances will be borne by Landlord in full should the items are irreparable, excepting those caused by the Tenant's willful act, default or negligence. For all repair exceeding \$150 or more, an approval from Landlord shall be seek before proceeding with the repair. Landlord shall decide on the brand and model of all appliances provided at his/her own discretion.

MINOR REPAIRS & REPLACEMENT OF ELECTRICAL ITEMS

r) 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

s) Not to keep any animal or bird at the said premises without the written permission of the Landlord and to comply with any conditions imposed by the Landlord in the event of such permission being granted.

PETS

t) At the expiration of the tenancy or sooner determination to peaceably and quietly deliver up to the Landlord the said premises in like conditions as if the same were delivered to the Tenant at the commencement of this Agreement, fair wear and tear and act of God not arising from out of negligence of the Tenant excepted.

YIELDING UP OF PREMISES

u) Without prejudice to or in any way limiting clause 3(t) the Tenant shall at its own cost and expense dry clean the curtains (day and night curtains) and clean the Premises including the fixtures, electrical appliances and other effects therein.

CLEAN UP OF PREMISES

v) To insure for personal effects against theft, loss or damage by fire.

INSURANCE

4. LANDLORD'S COVENANTS

The Landlord hereby warrants that he is the legal owner of the said premises and that he is not in breach of any covenant, law or regulation in granting the tenancy herein. The landlord hereby agrees with the Tenant as follows: -

a) That the Landlord is the sole and legal owner of the Premises, and if not, the Landlord is duly authorised by all owners to lease out the Premises and enter into a lease agreement with the Tenant. If the Landlord is a holder of a power of attorney for the Premises, the Landlord is to provide a copy of this to the Tenant

OWNERSHIP

Landlord's Tenant's Initial Initial

evidencing such authority.

b) To ensure that all persons to whom he shall sell, assign or otherwise dispose of his interest in the Premises, have been made aware of the existence and terms of this Tenancy Agreement and have agreed to be bound by the same prior to such sale, assignment or other disposal.

ASSIGNMENT, SALE, DISPOSAL

c) The Tenant paying the rents hereby reserved and 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.

QUIET ENJOYMENT

d) To pay all property tax, rates and assessments in respect of the premises during the term.

PAYMENT OF PROPERTY TAX

e) To keep the structural condition of the premises (including roofing, ceiling, walls, main drains and floors), and all fixtures and fittings (including electrical wiring, piping, plumbing, water heaters, electrical and/or gas supply installations), and air-conditioning units in good and tenantable repair and condition and to take steps to rectify or repair any defects thereto within seven (7) working days of being notified by the Tenant. Subject to clause 3(q) of this Agreement, to bear the expense of repairs and necessary replacements of the said electrical appliances (repairs necessitated or arising out of the negligence of the Tenant excepted).

KEEP PREMISES IN GOOD REPAIR

f) To insure the said premises against loss or damage by fire and to pay the necessary premium punctually.

FIRE INSURANCE

5. PROVIDED ALWAYS and it is hereby agreed as follows: -

a) If the rent hereby reserved or any part thereof shall be unpaid for Seven (07) days after becoming payable (whether formally demanded or not) or if the Tenant shall at anytime fail or neglect to perform or observe any of the obligations, stipulations and agreements herein contained on its part to be performed or observed or if the Tenant or any other person in whom for the time being the Tenancy shall 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.

DEFAULT OF 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 stipulation 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 Landlord.

WAIVER OF DEFAULTS

c) Without prejudice to the Landlord's rights under Clause 5(a) or any of the Landlord's rights and remedies under this Agreement, in law or in equity, in the event of the Rent, the Losses or other payments remaining unpaid for Seven (7) calendar days after becoming payable (whether formally demanded or not) it shall be lawful for the Landlord to claim and for the Tenant to pay the Landlord interest at the rate of ten percent (10%) per annum. The amount unpaid shall be calculated on a daily basis as from the date payable up to the date of receipt of payment in full thereof by the Landlord. The Tenant hereby acknowledges that such rate and such interest is a fair determination and shall not constitute a penalty.

INTEREST FOR RENT AND HIRING ARREARS

d) Any notice required under this Agreement shall be sufficiently served if it is sent

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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 or if left 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 is ought in due course of post to be delivered at the address to which it is sent.

NOTICE

e) If the Premises or any part thereof shall be destroyed, damaged, rendered inaccessible or otherwise rendered unfit for use or occupation by fire, water, pests, lightning, explosion, riot, civil commotion or any other cause not arising out of the negligence of Tenant, then and in such case and so often as the same shall happen the Monthly Rent or a fair and just proportion thereof according to the extent of the destruction, damage or inaccessibility shall cease and be suspended during and for so long as the Premises or the relevant part thereof shall remain unfit for use or occupation by reason of such destruction, damage or inaccessibility.

UNTENANTABILITY
OF PREMISES
LEADING TO
SUSPENSION OF
RENT

- For the avoidance of doubt, the Premises may be rendered unfit for use or occupation for the purpose of this clause 5(f) and clause 5(g) herein by reason of destruction, damage or inaccessibility of the immediate neighborhood.
- ii. In the case of premises under strata title, the Premises shall be deemed to be rendered unfit for use if a substantial part of the exterior walls, structure or common area are destroyed, damaged, rendered inaccessible or otherwise rendered unfit for use.
- f) If the Premises or a substantial part thereof shall remain so destroyed, damaged or inaccessible for a period of two (2) months, either the Landlord or the Tenant shall have the option to terminate the tenancy by giving to the other party one (1) months' notice in writing and on the expiry of one (1) month from the date of receipt of notice, the tenancy shall absolutely determine but without prejudice to the right of action of either party for any antecedent breach by the other of any of the provisions herein. The Tenant shall not be entitled to any compensation whatsoever, including any claim for losses, damages, costs and/or expense from the Landlord.

LEADING TO TERMINATION

g) The Landlord shall not be liable for any property damage or personal injury arising from any accident occurring in the premises or any part thereof save to the extent that the same has been caused by any act, default or negligence of the Landlord.

ACCIDENTS

h) That subject to clause 4(b), the Landlord is and shall remain the registered owner of the Premises throughout the Term. If the Landlord consists of more than one person, all covenants or agreements on the part of the Landlord herein contained shall be binding on all persons constituting the Landlord jointly and on each of them severally.

OWNERSHIP

i) The Tenant shall keep the Landlord informed of any change of the employment status of the occupiers and shall immediately notify the Landlord if at any time during the term of this tenancy, the Occupier shall cease to have a valid employment pass or work permit. In such event, the Landlord shall have the right to treat this Agreement as having repudiated by the Tenant.

STATUS OF EMPLOYMENT

j) In the event that the Tenant of the said premises, NARYANI SUNIL (FIN No.G3253767M) occupying the premises is about to be

DIPLOMATIC CLAUSE

- assigned, posted, transferred or relocated from Singapore to another country on a permanent basis;
- ii. required by the relevant authorities to leave Singapore or is otherwise incapable of working or residing in Singapore; or

the Tenant may terminate this Agreement by giving the Landlord not less than two (2) months' notice in writing or paying two (2) months' rent in lieu of such notice. The Tenant may only exercise the right of termination under this Clause

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after the expiry of **twelve (12) months** from the commencement date of the Term. The Tenant shall furnish the Landlord with a certified true copy of a letter from the Company or other documentary evidence acceptable to the Landlord of the Tenant's transfer, cessation of such employment or departure from Singapore.

k) In the event that the Tenant terminates the lease under the clause 5(j), the Tenant shall also undertake to reimburse to the Landlord on a pro-rata basis for the unexpired term of the lease period the brokerage fees paid by the Landlord to his agent for procuring the Tenant.

REIMBURSEMENT OF COMMISSION

I) The Tenant shall not use, permit or suffer the demise premises to be kept or used as a place of premises in which any person is housed/employed in contravention of the Immigration Act or any statutory modification or reenactment thereof for the time being in force and to indemnify the Landlord against all costs, expenses, claims, losses, liabilities, fines or penalties whatsoever which the Landlord may incur or have to assume by reason of any non-compliance therefore.

TEMPORARY OCCUPANTS

m) The stamp duty on the original and duplicate of this Agreement shall be borne by the Tenant and paid forthwith. The Tenant shall furnish evidence of the same satisfactorily to the Landlord.

STAMP DUTY

 Each party shall bear their own respective legal fees and related costs and disbursements incurred in the negotiation, preparation and execution of this Agreement.

LEGAL FEES

o) In the event of any proposed enbloc sale and/or redevelopment the Landlord shall be at liberty by giving three (3) months notice in writing to terminate the tenancy hereby created. The Tenant shall not be entitled to any compensation or claim whatsoever, including any claim for losses, damages, costs and/or expense from the Landlord.

ENBLOC REDEVELOPMENT

p) Upon the expiration of the said term or earlier determination thereof, the Tenant shall deliver the said premises to the Landlord after a joint inspection thereof by both parties, and thereafter the Tenant shall not be under any liability whatsoever to the Landlord nor shall the Landlord have any claim against the Tenant in respect of any damage to the said premises other than for damage ascertained at the said joint inspection.

JOINT INSPECTION

q) The law applicable in any action arising out of this lease shall be the law of the Republic of Singapore and the parties hereto submit themselves to the jurisdiction of the laws of the Republic of Singapore.

JURISDICTION OF AGREEMENT

AS WITNESS the hands of the parties hereto the day and year first above written,

SIGNED by For and on behalf of Landlord NRIC

In the presence of NAME NRIC

SIGNED by For and on behalf of Tenant FIN/PASSPORT

In the presence of NAME NRIC Ng Lee High 9/4/20 Mok Per Per Sharon

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