

Service You Trust

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TENANCY AGREEMENT (PRIVATE CONDO/APARTMENT)

THIS AGREEMENT is made on the 06 day April month 2023 year

BETWEEN

Name: Lee Fook Thong

NRIC: S0146370E

(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: Asia ZhiFu Pte Ltd

UEN: 201817248M

Address: 2 Jurong East Street 21 #04-75 (IMM Building) Singapore 609601

(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 <u>47 Portchester Avenue</u> Singapore <u>556329</u> (hereinafter called the "Premises") together with/without the furniture, fixtures and other effects therein (as more fully described in the Inventory List attached)* for a period of <u>24</u> months commencing from <u>20</u> day of <u>April 2023</u> (the "Tenancy Agreement"), at the monthly rental of S\$ <u>8,300/-</u> payable monthly in advance without deduction whatsoever on the <u>20</u> day of each calendar month (the "Rent").

All payment of rent shall be made to the account of the Landlord and/or its representative: at <u>DBS Autosave</u> bank with account number: <u>047-004646-7</u>. If the payment is by GIRO, evidence of such GIRO arrangement shall be provided by the Tenant to the Landlord within 1 month from the commencement of this Tenancy Agreement.

Disclaimer:

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Landford Tenant

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- 2. The Tenant hereby agrees with the Landlord as follows:
 - (a) To pay the Rent at the times and in the manner aforesaid without any deduction RENT whatsoever.
 - (b) The Tenant shall pay to the Landlord the sum of S\$ 16,600/- (which is equivalent to SECURITY 02 month(s) rental) upon signing this Tenancy Agreement to be held by the Landlord as a security deposit for the due performance and observance of the terms and conditions herein. If the Tenant fails to perform and/or comply with any of the conditions of this Tenancy Agreement, the Landlord shall be entitled to deduct such amount from the security deposit to remedy the breach and the balance thereof after deduction shall be refunded without interest to the Tenant within fourteen (14) days from the expiry or termination of the Agreement. The security deposit shall not be utilised by the Tenant to set off any rent payable under this Agreement.

DEPOSIT

(c) 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 Premises, including any tax payable thereon.

PAYMENT OF OUTGOINGS

(d) At the Tenant's own cost and expense to keep the interior of the Premises including MAINTENANCE OF the sanitary and water apparatus, doors and windows in good and tenantable repair **DEMISED** and condition, fair wear and tear excepted, throughout the term and to replace the PREMISES same with new ones if damaged, lost or broken and to yield up the same in good order and condition at the end of this Tenancy Agreement.

(e) The tenant shall ensure that the Premises are kept pest/mosquito/rodent-free and in a clean and sanitary condition. The tenant shall where necessary to maintain the clean and sanitary condition of the of the Premises, be responsible for engaging qualified professionals including cleaners and/or exterminators to remedy insect/vermin infestation, mould/mildew build-up or other odours at the Tenant's own expense.

CLEANING AND UPKEEP OF PREMISES

(f) To replace electric bulbs and tubes at the Tenant's own expense.

REPLACEMENT OF BULBS

(g) To replace any other items at the Tenant's own expense up to \$\$ 400 per item. In the event the item is more than S\$ 400 per item, the initial S\$ 400 is to be borne by the Tenant and the excess to be borne by the Landlord. For replacement above S\$ 400, Landlord's approval must be obtained prior to such replacement and the Landlord reserves the right to source for the replacement.

REPLACEMENT OF **ITEMS**

(h) To be responsible for all minor repairs and routine maintenance of the Premises not MINOR REPAIRS exceeding S\$ 400 per job/repair, per item throughout the term of the Tenancy Agreement. In the event any repair and/or maintenance exceeds S\$ 400 per iob/repair, per item, then the initial S\$ 400 shall be borne by the Tenant and the excess to be borne by the Landlord. For repairs above S\$ 400, Landlord's approval must be obtained prior to such repair and the Landlord reserves the right to engage his own contractor.

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(i) To keep fully serviced all air-conditioning units installed at the Premises in such like repair and condition as if the same were handed over to the Tenant by keeping the air-conditioning units serviced and maintained at least once every 3 months at the expense of the Tenant by a qualified and reliable air-conditioning contractor. The Tenant must take up a service contract with such contractor for the servicing and a copy of the service contract is to be forwarded to the Landlord within 30 days of the commencement of the Tenancy Agreement. The receipts (where applicable) are to be forwarded upon the Landlord's request. SERVICE OF AIRCON

(j) To keep the air-conditioning units in good and tenantable repair and condition provided always that 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 occupiers 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 3 months by a qualified and reliable 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 AIRCON

(k) Not to carry out or permit or suffer to be carried out alterations, additions, drilling, hacking or any changes of whatsoever nature to the Premises without the prior written consent of the Landlord. The Tenant shall make good such alterations at his own cost and/or expense at the request of the Landlord.

NO UNAUTHORISED ALTERATIONS

(I) To permit the Landlord and its agents, surveyors and workmen with all necessary appliances to enter upon the Premises at all reasonable times by prior appointment for the purpose of viewing the condition thereof or for doing such works and things as may be required for any repairs, alterations or improvements whether of the Premises or of any parts of any building to which the Premises may form a part of or adjoin. ACCESS FOR REPAIRS

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

ACCESS TO VIEW (NEW TENANT)

(n) 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. ACCESS TO VIEW (POTENTIAL PURCHASER)

(o) Not to assign, sublet or part with the possession of the Premises or any part thereof without the prior written consent of the Landlord, whose consent shall not be unreasonably withheld, in the case of a respectable or reputable person or corporation. ASSIGNMENT/SUB LETTING

(p) 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 neighbouring premises.

NOT TO CAUSE NUISANCE

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(q) To use the Premises as a private dwelling house only and not for any illegal or other purpose. In the event of breach, this Tenancy Agreement shall be immediately terminated and the security deposit fully forfeited by the Landlord without prejudice to any right of action of the Landlord in respect of any breach or any antecedent breach of this Tenancy Agreement by the Tenant.

USE OF PREMISES

(r) Not to keep or permit to be kept on the Premises or any part thereof any materials of a dangerous, explosive or radioactive nature or the keeping of which may contravene any laws or regulations.

DANGEROUS MATERIALS

(s) Not to do or suffer or permit to be done anything or anything to be kept in the Premises whereby the policy or policies of insurance in respect of the 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 expenses incurred for the Premises due to the Tenant's breach herein.

NOT TO AFFECT INSURANCE

(t) To insure for Tenant's personal chattels against theft, loss or damage by fire.

TENANT'S INSURANCE

(u) To permit only occupiers who are registered herein to occupy the Premises. Substitution, addition or change of occupiers are subject to the prior written permission of the Landlord. REGISTERED OCCUPIERS

(v) Not to keep or permit to be kept in the Premises or any part thereof any animal or bird legally permitted to be pets without the prior written permission of the Landlord and to comply with any conditions imposed by the Landlord in the event such permission is granted. **PETS**

(w) No smoking allowed within the premises.

NON SMOKING

(x) To comply and conform at all times and in all respects during the continuance of this Tenancy Agreement with the provisions of all laws, acts, enactments and ordinances and rules, regulations, by-laws, orders and notices made thereunder or made by any other competent authority or the Management Corporation. The Tenant shall bear all summonses or fines whether directly or indirectly caused by the Tenant.

COMPLIANCE WITH LAW, RULES AND REGULATIONS

(y) At the expiration or earlier termination of the Tenancy Agreement to peaceably and quietly deliver up to the Landlord the Premises in like condition as if the same were delivered to the Tenant, fair wear and tear and act of God excepted.

YIELDING UP

- 3. The Tenant shall further comply with the terms and conditions below:
 - (a) The Tenant shall ensure that the Tenant and/or the occupiers of the Premises are lawfully resident in the Republic of Singapore. The Tenant covenants with the Landlord that where any of the occupiers are foreigners:

IMMIGRATION
LAWS AND
CHECKS FOR
FOREIGN
TENANTS/OCCUPI
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(i) the Tenant shall personally verify from original documentation that they have a valid employment pass, work permit, travel document or other papers granted by the Immigration & Checkpoints Authority, Ministry of Manpower or other relevant government authorities.

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- (ii) the Tenant shall ensure that the Tenant and/or occupiers are in compliance with all relevant legislation, rules and regulations including the Immigration Act, Employment of Foreign Manpower Act (if applicable) and any other applicable law in the Republic of Singapore which relates to foreign residents.
- (b) The Tenant shall produce the following documents and provide copies for retention to the Landlord and/or his representing Salesperson:
 - (i) 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 Tenancy Agreement, and
 - (ii) 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.
- (c) 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 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.
- (d) Where the Tenant notifies the Landlord of a change in occupiers, 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.
- (e) Notwithstanding anything herein contained, if at any time during the Term of this Tenancy Agreement, any prohibited immigrant is found on the Premises, this Tenancy Agreement shall be immediately terminated and the security deposit fully forfeited by the Landlord without prejudice to any right of action of the Landlord in respect of any breach or any antecedent breach of this Tenancy Agreement by the Tenant.
- (f) The Tenant shall indemnify and keep indemnified the Landlord for all matters relating to the immigration and employment status of the Tenant and/or occupiers to the full extent as allowed by the laws of the Republic of Singapore during the term.

INDEMNIFY LANDLORD

- 4. The Landlord hereby agrees with the Tenant as follows:
 - (a) The Tenant paying the rents hereby reserved, performing and observing the terms and conditions herein contained shall peaceably hold and enjoy the Premises during the tenancy without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.

QUIET ENJOYMENT

(b) To pay all property tax, rates and assessments in respect of the Premises other than those agreed to be paid by the Tenant herein.

PAYMENT OF PROPERTY TAX

(c) To keep the roof, ceiling, main structure, walls, floors, wiring and pipes of the Premises in good and tenantable repair and condition. KEEP PREMISES IN GOOD REPAIR

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Tenant

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(d) To insure the Premises against loss or damage by fire and to pay the necessary premium punctually. For the avoidance of doubt, such insurance coverage shall be for the loss and/or damage of the Landlord's property and shall not cover any loss and/or damage of the Tenant's property.

FIRE INSURANCE

- 5. PROVIDED ALWAYS and it is hereby agreed as follows:
 - (a) If (i) the rent hereby reserved shall be unpaid for 7 days after being payable (whether formally demanded or not), (ii) the Tenant become bankrupt or enter into composition with the Tenant's creditors or suffer any distress or execution to be levied on the Tenant's property, (iii) if the Tenant being a company shall go into liquidation whether voluntary (save for the purpose of amalgamation or reconstruction) or compulsory, (iv) the Premises is used for illegal activities, or (v) prohibited immigrant is found in the Premises, 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 Tenancy Agreement by the Tenant.

DEFAULT OF TENANT

(b) In the event the rent remains unpaid for 7 calendar days after becoming payable (whether formally demanded or not) it shall be lawful for the Landlord to claim an interest at 10% on an annual basis on the amount unpaid calculated from after the date due up to the date of actual payment. The recommended formula which are agreed by both parties will be as follows: monthly rental x 10%/365 (to derive interest for 1 day) x number of days payment is late.

INTEREST FOR RENT ARREARS

(c) If the Tenant lawfully terminates this Tenancy Agreement, the Tenant shall reimburse the Landlord commission paid to the Agency on a pro-rata basis for the remaining unfulfilled term of the tenancy. The Landlord has the right, but not obligation, to deduct such reimbursement of the commission from the security deposit as stipulated by Clause 2 above.

REIMBURSEMENT OF PRO-RATA COMMISSION

(d) If this Tenancy Agreement is terminated by breach, the party in breach shall be liable to compensate the innocent party of the loss suffered as a result of the breach.

COMPENSATION FOR LOSS

(e) That the Landlord shall on the written request of the Tenant made not less than 2 calendar months before the expiry of the tenancy and PROVIDED there shall not be any breach or non-observance of any of the terms and conditions by the Tenant during the term of the tenancy, the Landlord shall grant to the Tenant a tenancy of the said Premises for a further term of 02 year from the expiration of the tenancy hereby created at the prevailing market rent and upon the same terms and conditions EXCEPT (i) this Option to Renew and (ii) the diplomatic clause (i.e. there will be no right to exercise diplomatic clause during the renewal TERM unless otherwise agreed by the parties). In the event of renewal or extension of the tenancy, the Landlord, and where applicable also the Tenant, shall pay the agency renewal commission at the prevailing market rate PLUS GST.

OPTION TO RENEW

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(f) In case the 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 cause not within the control of the parties 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 Premises (or part thereof) shall continue to be unfit for occupation and use by reason of such damage.

UNTENANTABILITY OF PREMISES LEADING TO SUSPENSION OF RENT

(g) In case the Premises shall be destroyed or damaged as per the sub-clause above, and if the Landlord or the Tenant so thinks fit, either party 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 either party in respect of any antecedent breach of this Tenancy Agreement by the other party.

UNTENANTABILITY OF PREMISES **LEADING TO TERMINATION OF** LEASE

(h) The Landlord shall not be liable to the Tenant or the Tenant's servants, 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.

EXCLUSION OF LIABILITY INDEMNITY

(i) In the event of enbloc redevelopment, the Landlord shall be at liberty by giving 3 months' notice in writing to determine the tenancy hereby created and shall refund the deposit to the Tenant (without interest) and neither party shall have any claims against the other.

ENBLOC RE-DEVELOPMENT

(j) If one party breaches or defaults any of the terms and conditions in this Tenancy NON-WAIVER Agreement, and the other party waives such breach or default, that shall not be construed as a waiver of any similar breach or default in the future. If one party delays or omits to exercise any of its rights in this Tenancy Agreement, the delay or omission shall not operate as a waiver of any breach or default of the other party.

(k) The stamp duty on the original and duplicate of this Tenancy Agreement shall be borne by the tenant and paid forthwith.

STAMPING

(I) Any notice required under this Tenancy 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.

SERVICE OF NOTICE

(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.

GOVERNING LAW

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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

: Lee Fook Thong

NRIC No.

: S0146370E

In the presence of :

Name

: Garant Pang

CEA No.

: R055587A

SIGNED by the Tenant

(With Company stamp affixed where applicable)

Name

: Asia ZhiFu Pte Ltd

UEN No.

: 201817248M

In the presence of :

Name

: Davna Ong

CEA No.

: R066958I

List of occupiers

Name of occupiers Passport No. Ye Junjie EC8804359

Hu Na EF5300588

Ye Xin EJ6730836 EJ3517934

Ye Jiachen

FIN No./Expiry Date

To be provided by 1 May 2023

To be provided by 1 May 2023

M0129285K / 23 June 2028

M0129283P / 23 June 2028

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

The Tenant: The Tenant are required to inform the Landlord of any visitors staying in the house from time to time. The Tenant shall be responsible to ensure that the number of Tenants and occupiers shall not exceed the maximum occupants allowed by the authorities.

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Landlord Tenant