



CONDITIONS OF STAY

1. INTERPRETATION

The following expressions shall have the following meanings unless the contrary intention appears:-

- “Agreement” means this Agreement as revised, amended, modified or supplemented from time to time and signed between FortHavens and the Resident;
 - “Building” means the building known as **Fortville**, situated at **19 Fort Road, Singapore 439088**;
 - “Furnishings” means the furniture, fixtures, fittings, appliances and other items listed in Annex B or such other items as agreed and signed by Forthavens and the Resident;
 - “Letter of Offer” refers to the offer issued by Forthavens to the Resident in respect of the Stay in the Apartment and provision of housekeeping services by FortHavens;
 - “Permitted Resident” means the persons named as Permitted Resident in the Letter of Offer and such other persons permitted to use the Apartment and the Building expressly or by implication with the Resident’s authority. The terms and conditions applicable to the Resident shall also apply to and bind the Permitted Resident;
 - “Person” shall be deemed to include a corporation;
 - “Forthavens” means **Forthavens Pte Ltd** and shall include its assigns and successors in title;
 - “Rental & Service Fees” means the rental fee payable for the Stay in the Apartment and the service fee for provision of housekeeping and security services and for maintenance of the common areas, amenities, and recreational facilities in the Building;
 - “Resident” refers to the person so named in the Letter of Offer and shall include, if the Resident is an individual, his personal representatives or if the Resident is a company, its successors-in-title;
 - “Security Deposit” means the rent Security Deposit paid or to be paid by the Resident to Forthavens and referred to in the Letter of Offer;
 - “Stay” means the right to occupy the Apartment conferred by this Agreement;
 - “Stay Period” refers to the period of stay in the Apartment(s) offered to the Resident and referred to in the Letter of Offer;
 - “Apartment” means the unit in the Building that is from time to time allotted to the Resident by Forthavens, and a reference to “Apartment” shall include a reference to any part thereof;
- 1.1 Words importing the singular or plural number shall be deemed to include the plural or singular number respectively and words importing the masculine gender only shall include the feminine or neuter gender and vice versa as the case may require.
- 1.2 Where two or more persons are included in the term “the Resident” all covenants, agreements, terms, conditions and restrictions shall be binding on and applicable to them jointly and each of them severally and shall also be binding on and applicable to their personal representatives, successors-in-title and permitted assigns respectively jointly and severally.

<i>Please Sign</i>
Resident



2. **NATURE OF THIS AGREEMENT**

The parties hereby agree and acknowledge that this Agreement constitutes a licence only to the Resident and the Permitted Resident to use the Apartment for the purpose set out in the Letter of Offer. This Agreement is not intended to confer exclusive possession of the Apartment on the Resident or the Permitted Resident nor to create the relationship of landlord and tenant between the parties. The Resident and the Permitted Resident shall not be entitled to a tenancy now or upon the determination of the Stay.

3. **OCCUPATION**

3.1 **Occupation:**

FortHavens hereby permits the Resident to occupy the Apartment or share the Stay of the Apartment with the Permitted Resident, occupation being by the Resident personally and such Permitted Resident only, and to use the Furnishings during the Stay Period. For the purposes of this Agreement, the conduct, acts and omissions of the Resident's Permitted Resident will be deemed to be the conduct, acts and omissions of the Resident. The Resident shall procure and ensure that the Permitted Resident shall comply, perform and observe all terms, conditions and covenants in this Agreement required to be complied, performed or observed by the Resident.

3.2 **Re-allocation of Apartments:**

Although mindful of the welfare of the Resident and Permitted Resident, where circumstances require, FortHavens may during the Stay Period, upon giving reasonable notice to the Resident, require the Resident and Permitted Resident to use a different Apartment ("new Apartment") and the Resident shall upon the expiry of the notice period vacate the original Apartment and occupy the new Apartment for the remaining duration of the Stay Period. Forthavens will upon request, assist the Resident in the transfer of the property of the Resident and Permitted Resident but Forthavens shall not be liable or responsible for any loss or damage to the property of the Resident in connection with such transfer, and the Resident shall be fully responsible and shall ensure that all such property is transferred without loss and damage.

4. **KEYS**

Forthavens will issue to the Resident one set of keys only for the Apartment and the Building. If the Resident loses any key, Forthavens may replace it, or where Forthavens deems appropriate for security purposes, change the lock and issue a new set of keys, and in each case, the Resident shall pay the costs thereof. Forthavens will not be responsible for any losses which occur as a result of the Resident's or the Permitted Resident's loss of the keys. Forthavens shall retain a set of keys and Forthavens and any authorised person, including other grantees of the use of the Apartment, may exercise the right to use these keys and obtain free entry into the Apartment at any time.

5. **PAYMENTS**

5.1 **Payment:**

The Resident shall pay to Forthavens the Rental & Service Fees in advance. The first payment shall be made as stipulated in the Letter of Offer. Succeeding payments must be made on or before the start of Stay Period.

For example, if a Stay Period is for a duration of 3 months and the Arrival Date is on 22nd January, the second payment of the Rental & Service Fees is payable on or before 21st February and the third payment is payable on or before 21st March, and so on.

Where the Stay Period is for a period of less than a month, payment in full for the entire duration of the Stay Period shall be made in advance.

Definitions:

"Arrival Date" means the date on which the Stay Period commences; "Second Payment Date" means the date of expiration of one month from the Arrival Date; "Subsequent Payment Dates" means the numerically corresponding day as the Second Payment Date in the next calendar month following the month in which the Second Payment Date falls, and each numerically corresponding day of each month thereafter.

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Resident



If there is no numerically corresponding day in the calendar month in which a Second Payment Date or any of the Subsequent Payment Dates is to fall, the Second Payment Date or any of such Subsequent Payment Dates shall fall on the day (or any earliest day as the case may be) immediately prior to the expected Second Payment Date or Subsequent Payment Date.

For example, if the Arrival Date is on 31 July, the Second Payment Date shall fall on 31 August and the Subsequent Payment Dates shall fall on 30 September, 31 October, 30 November and so forth. Where the Arrival Date is on 31 January, the Second Payment Date shall fall on 28 February (or in the case of a leap year, on 29 February) and the Subsequent Payment Dates shall fall on 31 March and 30 April and so forth.

5.2 Security Deposit:

The Security Deposit paid by the Resident to Forthavens shall be held as security for the due observance and performance by the Resident of all the Resident’s obligations under or in connection with this Agreement. Provided always that no part of the said Security Deposit shall without the written consent of Forthavens be set-off by the Resident against any Rental & Service Fees or other sums owing by the Resident. The said Security Deposit or any part thereof may be applied by Forthavens in or towards payment of any sums due to Forthavens whether under this Agreement (including but not limited to making payment of all moneys outstanding or making good any breach by the Resident or deducting the loss or expense to Forthavens occasioned by such breach) or otherwise pursuant to any other arrangements or services provided by Forthavens. In the event of any such deduction being made from time to time during the continuance of this Agreement, the Resident shall within 7 days of any demand by Forthavens, deposit with Forthavens, an amount equivalent to the deduction made by Forthavens. Subject as aforesaid, the Security Deposit shall be refunded without interest to the Resident (less any deductions by Forthavens) within one (1) month after the expiration of the Stay Period.

5.3 Telecommunication Services :

- (a) The Resident shall pay Forthavens all charges (including taxes thereon) for all overseas telephone calls made from or received and the hiring charges for any equipment or appliances supplied to the Resident in connection with the aforesaid facilities, such charges (including taxes) thereon shall be apportioned and determined by Forthavens, which determination shall be final and conclusive as to the amount thereof.
- (b) The Resident may at his sole expense subscribe to the services or facilities directly from any public telecommunication service provider upon suitable arrangements being made with Forthavens provided such subscription does not require any changes to be made to the structure or affect the aesthetic appearance of the Apartment. In the event that any such services requires installation or the entry of workmen to the Apartment or any part of the Building, the Resident undertakes to inform Forthavens of this in writing at least one day in advance and to first obtain the written permission from Forthavens. For the avoidance of doubt, Forthavens has, at all times, the right to reject entry to any person or require any persons to leave the Apartment and/or the Building. The Resident will be responsible for any loss and/or damage arising from any acts or omissions of any such workmen present in the Apartment or the Building at the request of the Resident.
- (c) The Resident shall not install any telephone, facsimile transceivers or teleprinters in the Apartment without the written consent of Forthavens.

5.4 Utilities:

The Resident shall use the water and electricity (hereinafter collectively called “utilities”) prudently and for domestic purposes only. In the event that the Resident uses the utilities excessively and/or for commercial purposes as determined by Forthavens, at its sole and absolute discretion, Forthavens may terminate this Agreement forthwith and/or recover from the Resident all charges for water and electricity used by the Resident during the Stay Period.

6. ACCESS AND USE OF APARTMENTS AND BUILDING

6.1 Rights of Resident:

Forthavens hereby grants to the Resident, the right for the Resident and the Permitted Residents, but only so far as necessary and as Forthavens can lawfully grant the same:

- (a) Of ingress to and egress from the Apartment in over and along all the usual entrances, landings, passenger lifts and passage-ways leading thereto; and

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Resident



- (b) To the use of such recreational amenities and facilities in the Building as shall be designated from time to time by Forthavens;

Provided that such right shall be exercised in common with Forthavens, other residents and all others so authorised by Forthavens.

6.2 Reservation by Forthavens:

For the avoidance of doubt, Forthavens hereby retains for itself the free and uninterrupted access to the Apartment, passage and use of all water and other pipes, electric, telephone and other wires, conduits, flues and drains in through or under the Apartment. Forthavens has the right to enter the Apartment for the performance of the services rendered by Forthavens under this Agreement including housekeeping services.

6.3 The Resident covenants with Forthavens that the Resident shall:-

(a) Use of Apartments:

Not use or permit the Apartment to be used otherwise than as a residence for the Resident and Permitted Residents or such other use as may be approved by Forthavens in writing. If the Resident is a corporation, in the event that there is any change in the persons occupying the Apartment, the Resident shall promptly inform Forthavens of that change in writing at least one day in advance in the form which Forthavens may prescribe from time to time and further that the Resident shall inform Forthavens in writing of the identity of the resident(s) of the Apartment and shall similarly inform Forthavens of any changes in the identity of the resident(s) at least one day in advance of the new resident(s) checking in.

(b) Alterations and Additions:

Not make or permit to be made any works, alterations or additions to or affecting the Apartment (including any works affecting any structure, window, wall, ceiling, beam or floor skirting of the Apartment, the drilling of any holes or affixing of nails or screws to any walls, ceilings or floors and any works preventing the full use of the air-conditioning system affecting the Apartment or any part of the Building) or the Furnishings and decorations therein without having first obtained the prior written consent of Forthavens and in the event of such consent being given the Resident shall at its own expense restore the Apartment to its original state and condition to the satisfaction of Forthavens upon the expiration of the Stay Period.

(c) Keeping the Apartment and Furnishings in Good and Clean Condition:

To keep the Apartment and the Furnishings and all other parts of the Building used by the Resident in good and clean condition, fair wear and tear excepted, all taps, washbasins, water closets, sinks, cisterns, drains, pipes, wires, conduits, fittings and apparatus within or serving the Apartment (if any) clean, unblocked and in good order and repair and not to remove, sell or dispose of the same and if any of the same shall have been damaged or lost, to compensate Forthavens the costs (as determined by Forthavens) of the repair or replacement incurred or to be incurred in respect of such repair or replacement. To forthwith give notice to Forthavens or its authorised representative in writing of any damage that may occur to the Apartment and of any accident to or defects in the water pipes, electrical wiring, fittings, fixtures, or other facility provided by Forthavens

(d) Duty to make good:

To make good to the satisfaction of Forthavens any damage or breakage caused to any of Forthavens’s fixtures, furniture, fittings and appliances and if the Resident fails to do so Forthavens may make good such damage or breakage. All costs incurred by Forthavens in making good such damage or breakage shall be paid by the Resident to Forthavens who shall notify the Resident of the amount thereof.

(e) Dangerous Materials:

Not bring, keep or permit to be kept or brought on the Apartment, the Building or any part thereof any materials of a dangerous, explosive, inflammable or obnoxious nature or the keeping of which may contravene any statutes, regulations or bye-laws or in respect of which an increased rate of insurance may be required or the keeping of which may cause any insurance policy in respect of the Apartment to become null and void.

<i>Please Sign</i>
Resident



(f) Voidance of Policy and Additional Premium:

Not to do or permit or suffer to be done anything whereby the policy or policies of insurance on the Apartment may become void or voidable or whereby the rate of premium thereof may be increased and to repay to Forthavens all sums paid by Forthavens by way of increased premium and all expenses incurred by Forthavens rendered necessary by a breach or non-observance of this covenant.

(g) Nuisance & Annoyance:

Not use the Apartment or any part or parts thereof nor permit or suffer the same to be used in any way for any purpose which may become an annoyance, nuisance, disturbance or inconvenience or prejudice Forthavens or other residents or other persons in the Building or on the adjoining or adjacent properties and not use the Apartment or any part thereof or permit or suffer the same to be used for any illegal or immoral purpose.

(h) Compliance with Statutes:

To comply at the Resident's expense with all requirements as may be imposed by any statute rules or regulations now or hereafter in force and any orders, rules, regulations, requirements and notices thereunder.

(i) Rules and Regulations:

At all times during the Stay Period, to comply with all rules and regulations as may from time to time be prescribed by Forthavens for the use, maintenance and security of the Apartment, the Building, and the facilities therein. Forthavens shall have the right at any time and from time to time to make, add to, amend, cancel or suspend by-laws, rules and regulations in respect of the Building and all such by-laws, rules and regulations shall bind the Resident upon and from the date on which notice in writing thereof is given by Forthavens to the Resident. A set of Forthavens's current Rules and Regulations is attached to the Letter of Offer at Annex C. The Resident is required to ensure that all the Resident's Permitted Residents follow such rules.

(j) Information to Forthavens:

Should the Resident receive any notice from any government or statutory, public or municipal authority with respect to the Apartment, forthwith to give notice to Forthavens.

6.4 Amicable Sharing:

The Resident must use its best endeavours to share the Building amicably and peaceably with Forthavens and with such other residents as Forthavens may from time to time permit to use the Apartment units in the Building, and must not interfere with or obstruct such shared occupation in any way whatsoever. The Resident is responsible for ensuring that all the Resident's Permitted Residents do the same.

6.5 Rights of Forthavens:

Forthavens shall be at liberty at any time and from time to time and in any manner whatsoever to improve, extend, amend, alter, renovate and/or refurbish the Building (including the façade), the common areas and/or the Apartment and without limiting the generality of the foregoing to increase the total lettable area of the Building in any manner whatsoever notwithstanding that by so doing the access of light or air to the Apartment or any liberties, easement, right or advantage enjoyed by the Resident may thereby be diminished or interfered with or prejudicially affected (but not so as to interfere unreasonably with the Resident's use and enjoyment of the Apartment or any alternate Apartment offered to the Resident) and for the purposes of this Clause or any purposes whatsoever, Forthavens and its duly authorised agents with or without workmen may at all reasonable times enter upon the Apartment, the common areas and/or any part of the Building to do such works, acts and things as Forthavens may in its sole discretion deem necessary.

6.6 Determination :

(a) This Agreement may be determined :

- i. if the Rental & Service Fees or any other sums under this Agreement or any part thereof shall at anytime be unpaid for thirty (30) days after becoming payable (whether formally demanded or not); or
- ii. if the Resident is in breach of any covenant, term or condition of this Agreement but without prejudice to any other remedies of Forthavens in respect of the breach; or

<i>Please Sign</i>
Resident



- iii. if the Resident (being a corporation) shall enter into liquidation whether compulsory or voluntary (save for the purposes of reconstruction or amalgamation) or a receiver or judicial manager shall be appointed over any part of its undertaking, property or assets or (being an individual or a partnership) shall have a bankruptcy order made against him or any member for the time being carrying on the business or constituting the Resident or in the event of any of such person's death or insanity or if the Resident makes an assignment for the benefit of its creditors or enters into any agreement or makes any arrangement for the liquidation or settlement of the Resident's debts by composition or otherwise or suffers any distress or process of execution to be levied upon the Resident's goods and merchandise;

Forthavens shall be entitled to immediately terminate this Agreement but without prejudice to the right of action of Forthavens in respect of unpaid Rental & Service Fees or any antecedent breach of the Resident's covenants herein contained.

- (b) For the avoidance of doubt, termination of this Agreement, terminates both the Stay granted herein and the obligations of Forthavens to provide services; and
- (c) Termination of this Agreement shall be without prejudice to clauses 1, 2, 7 and 9 which shall be deemed to survive the termination of this Agreement howsoever caused.

6.7 Vacation of Apartments:

- (a) At the expiration or sooner determination of the Stay Period, the Resident shall peaceably and quietly deliver up to Forthavens, the Apartment with the Furnishings in good and clean condition (fair wear and tear excepted) and to return the keys to Forthavens immediately and in the event of any alteration having been made by the Resident to the Apartment, the Resident shall reinstate the Apartment and the Furnishings to their original state to the satisfaction of Forthavens.
- (b) If the Resident shall fail to deliver the Apartment and the Furnishings as aforesaid, Forthavens may make good such damage or reinstate the Apartment and/or the Furnishings in the manner aforesaid and shall recover from the Resident all costs incurred in making good the damage or reinstatement together with such Rental & Service Fees and other amounts which Forthavens would have been entitled to receive from the Resident had the period within which works are carried out been added to the Stay Period.

7. INDEMNITY

7.1 To indemnify and keep indemnified Forthavens from and against:

- (a) All claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which Forthavens may suffer or incur in connection with loss of life, personal injury and/or damage or loss to property arising from or out of any occurrence in upon or at the Apartment or the use of the Apartments or the Building or the facilities therein or any part thereof by the Resident or a Permitted Resident/s, or by any of the employees, agents, independent contractors and/or invitees of the Residents; and
- (b) All loss and damage to the Apartments and the Building and to all property therein caused directly or indirectly by the Resident or by a Permitted Resident, or by any of the employees, agents, independent contractors and/or invitees of the Resident, and in particular but without limiting the generality of the foregoing, caused directly or indirectly by the use or misuse, water or abuse of water, gas, electricity or faulty fittings or fixtures.

8. HOUSEKEEPING SERVICES

For the duration of the Stay Period, Forthavens agrees to provide and the Resident agrees to accept housekeeping services in relation to and general cleaning of the Apartments, three times a week between 9.a.m. and to 4.p.m. except otherwise hereinafter provided and except Sundays and Public Holidays.

<i>Please Sign</i>
Resident



9. OTHER PROVISIONS

9.1 Legal Costs and Expenses:

The Resident shall bear all legal costs and expenses (including Forthavens’s solicitors’ fees on a full indemnity basis) incurred in preserving or enforcing any of Forthavens’s rights under this Agreement or in connection with any claim or legal proceedings which may be brought by Forthavens against the Resident in the event of a breach by the Resident in connection with or arising out of this Agreement.

9.2 Resident’s Property:

- (a) If after the Resident has vacated the Apartment on the expiry of the Stay Period, any property of the Resident remains in or on the Apartment, Forthavens may remove and store such property, sell such property at such time and at such price or otherwise dispose of such property as Forthavens shall in its absolute discretion think fit. The Resident shall reimburse Forthavens on demand all costs and expenses of removal, storage and sale and disposal of such property. If such property is sold, Forthavens may apply the proceeds of sale after deducting the costs and expenses of removal, storage and sale reasonably and properly incurred by it towards discharging any sum due from the Resident to Forthavens. If Forthavens having made reasonable efforts (which shall mean an attempt to contact the Resident at the last known address) is unable to locate the Resident, Forthavens shall be entitled to retain such proceeds of sale (or the balance after application thereof as provided in this clause) absolutely unless the Resident shall claim them within six (6) months from the date upon which the Resident vacated the Apartments.
- (b) Nothing herein shall be construed to impose on Forthavens a trust (express, implied, constructive or otherwise) of such property or of the proceeds of sale (if any) of such property. The Resident will indemnify Forthavens against any liability incurred by it to any third party whose property shall have been sold or disposed of by Forthavens in the mistaken belief held in good faith (which shall be presumed unless the contrary be proved) that such property belonged to the Resident. If the Resident is a corporation, then Forthavens is entitled to assume that the property found in the Apartment is the Resident’s.

9.3 No Waiver:

Knowledge or acquiescence or conduct over time by Forthavens of any breach, non-observance or non-performance by the Resident of any of the Resident’s obligations herein contained shall not operate as a waiver or affect in any way the rights and remedies of Forthavens herein. No waiver by Forthavens shall be inferred from or implied by anything done or admitted by Forthavens. A waiver by Forthavens shall only be effective if given in writing.

9.4 Taxes:

The Rental & Service Fees and other sums expressed to be payable by the Resident under this Agreement shall be exclusive of any applicable goods and services tax, imposition, duty and levy whatsoever (hereinafter collectively called “Taxes”) which from time to time may be imposed or charged by any government, statutory or tax authority on or calculated by reference to the amount of Rental & Service Fees, and any other sums received or receivable by Forthavens under this Agreement and the Resident shall pay all such Taxes in the manner and within the period prescribed in accordance with the applicable laws and regulations. If Forthavens (or any person on its behalf) is required by law to make any payment, on account of any such Taxes, calculated by reference to the amount of any sum received or receivable by Forthavens under this Agreement the Resident shall pay all such Taxes on receipt of written notice from Forthavens.

9.5 Not Liable:

Insofar as legally permissible, Forthavens shall not be liable or in any way responsible to the Resident or to a Permitted Resident or to any person for any injury, loss or damage which may be suffered or sustained by any person or to any property in this Apartment or the Building howsoever caused.

9.6 No Claim by Client:

Notwithstanding anything herein contained Forthavens shall not be liable to the Resident nor shall the Resident have any claim against Forthavens or be entitled to withhold any Rental & Service Fees payable to Forthavens in respect of:

<i>Please Sign</i>
Resident



- (a) Any interruption or failure in any of the services to be provided by Forthavens under this Agreement by reason of necessary repair or maintenance of any installation or apparatus or damage thereto or destruction thereof by fire, water, Act of God or other cause beyond the control of Forthavens as the case may be, or by reason of mechanical or other defect or-breakdown of machinery or plant or unavoidable shortage of electricity or water or labour disputes or other inclement conditions; or
- (b) Any damage or loss arising out of the leakage, breakage or defect of the piping, wiring, sprinkler system, or other apparatus in or about the Apartments or the Building; or
- (c) Any loss or damage howsoever caused, arising out of or in connection with the use of the safe which is provided in the Apartment and the usage of such safe shall be entirely at the sole risk of the Resident, or any disappearance of property belonging to the Resident or the Permitted Resident; or
- (d) Any danger, injury, loss of life or property due to any accident or circumstances whatsoever occurring at the Apartment or the Building or any part thereof;
- (e) Any damage, injury or loss of life or property from short circuit of electrical wiring, explosion, falling plaster, escape of water or caused by or arising out of the structure of the Apartment or the Building;
- (f) Any act, omission or negligence of any attendant or other servants, agents or independent contractors of Forthavens in or about the performance or purported performance of any duty relating to provision of the said services or any of them in respect of the Apartments or the Building; or
- (g) Any damage, injury or loss of life or property caused by other residents, lawful occupiers or any independent contractor or any persons, or from any occurrence at any other premises, within the Apartment or the Building.

Sub-paragraphs (a), (b), (c), (d), (e), (f) and (g) of this clause 9.6 shall apply to a case of negligence as well as to any other cause(s) howsoever arising. Where any exclusion is deemed unreasonable and unenforceable by a court of competent jurisdiction, each of Forthavens’s liability for any loss for which they are legally liable shall be limited to the cost of the Stay or the services respectively, or the amount of Singapore Dollars Three Hundred (S\$300.00), whichever is lower.

9.7 Breaklease / Early Termination by Resident

The Resident can only exercise this right in accordance with item 6 of the Letter of Offer. Upon the expiry of the required notice period or upon receipt of the said payment as aforesaid for early termination, the “Conditions of Stay” shall terminate provided such termination shall be without prejudice to any right of action by Forthavens in respect of antecedent breach by the Resident of any other provisions of the “Conditions of stay”. Upon such determination or termination of the terms herein provided, the Resident shall forthwith reimburse Forthavens the proportionate commission for the unexpired period of the stay paid by the Forthavens to the agent. Proof of payment of commission must be provided upon request by the Resident.

9.8 Interest on Arrears:

In addition and without prejudice to any other right, power or remedy of Forthavens, if the Rental & Service Fees or any other charges or sums hereby reserved or any part thereof shall at any time remain unpaid for seven (7) days after the same shall have become due (whether any formal or legal demand therefore shall have been made or not) then the Resident shall pay interest thereon at the rate of 18% per annum calculated from day to day on the basis of a 365 day year, from the date on which such moneys fall due for payment to the date on which such money are paid to or recovered by Forthavens (as well after judgement as before).

9.9 Service of Notice:

- (a) All notices provided for in this Agreement shall be in the English language unless otherwise expressly agreed to and shall be deemed properly given if in writing and personally delivered to the Resident at the Apartment or transmitted by postage prepaid registered mail to the Resident’s office in Singapore or left at its last known address in Singapore or sent by facsimile to the addresses and/or facsimile numbers indicated in the Letter of Offer, or such other address or to such other facsimile or other telecommunication number or such other contact person as one party may from time to time designate by written notice to the other.

<i>Please Sign</i>
Resident



(b) Any notice or other document shall be deemed to have been received by the addressee two (2) working days following the date of despatch of the notice or any document by post or, where the notice or other document is sent by hand or is given by facsimile or other electronic media, simultaneously with the delivery or transmission if delivered or transmitted on before the close of a working day but otherwise on the next working day. Either party may change its address or facsimile numbers as written above by a valid written notice to the other party.

9.10 Forthavens’s Right to Assign:

The Resident hereby expressly acknowledges and undertakes to Forthavens that where Forthavens assigns its rights and interest or transfers its rights, interests and obligations in under or arising out of this Agreement (including the transfer of the Security Deposit), the Resident shall be deemed to have consented to such assignment or transfer (as the case may be) and shall accept any assignee of Forthavens as its new licensor and shall upon the request of Forthavens forthwith release Forthavens from all its obligations under the provisions of this Agreement and in particular the obligation of Forthavens to refund the Security Deposit in terms of clause 5.2. Where required by Forthavens, the Resident shall execute any assignment, novation, agreement or such other document to be made or entered into by Forthavens and the new licensor. In the event any Security Deposit is not in cash form, the Resident shall at its costs and expense, arrange for a replacement of such Security Deposit in the form of performance bonds or banker’s guarantees payable on demand and made in favour of Forthavens’s assignee.

9.11 Severability:

If any one or more of the provisions contained in this Agreement shall be deemed invalid unlawful or unenforceable in any respect under any applicable law the validity legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

9.12 Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of Singapore, and the Resident hereby submits to the non-exclusive jurisdiction of the courts of Singapore in all matters connected with this Agreement provided that submission to the courts of Singapore shall not derogate from Forthavens’s right to commence proceedings in the courts of any other country.

9.13 Liability and Rights:

No party to this Agreement shall be responsible for the obligations of any other party. The amount at any time owing by the Resident to any party under this Agreement shall be a separate and independent debt from the amount owing to any other party. Each party shall have the right to protect and enforce its rights arising out of this Agreement and it shall not be necessary for any party to be joined as an additional party in any proceedings for this purpose.

9.14 Contracts (Rights of Third Parties) Act (Cap. 53B):

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy any term of this Agreement. For the avoidance of doubt, Forthavens shall be deemed to have entered into a valid and binding contract with the Resident on the terms herein and each shall be entitled to enforce the relevant terms accordingly.

<i>Please Sign</i>
Resident

RULES AND REGULATIONS

1. Check-out time is by 12:00 noon local Singapore time.
2. Only Permitted Resident/s is allowed to stay in the Apartments.
3. Visitors may be required by the Management Staff, for the security of the Building, to show identification and/or authorization documents for their presence in the Building.
4. The Management reserves the right to turn away trespassers or undesirable persons who are in any way creating or may create a nuisance or posing or may pose a threat to the safety of other occupants of the Building.
5. Only Residents, Permitted Residents and visitors are allowed entry into and use of the swimming pool, Jacuzzi and gym. Specific rules and regulations in these areas therefore are to be strictly observed. Proper and appropriate attire required. Users of these facilities shall be responsible for their own safety.
6. Authorisation must be obtained from the Management Office if and when the Resident/s wishes to use the Service lift for carriage of heavy goods. The Passenger Lift is not to be used for such purposes
7. Children are not allowed to loiter or play in or about any entrances landing passages, stairways, lifts, public halls or any other common parts of the Building.
8. No toys, bicycles or other vehicles, goods, parcels, cases, refuse, litter or any other items shall be deposited in or upon the common passages, staircases, lifts or any other common parts of the Building.
9. All garbage, litters and/or refuse shall be placed in bags and be disposed of in the proper receptacles and refuse chutes provided in the Apartment.
10. No object shall be erected or projected outside the Apartment.
11. No clothes, towels, linens, sign ads, notice of any whatsoever or other articles shall be hung, placed or exposed outside the Apartment so as to be visible from the street or from any other building which in the opinion of the Management is incongruous or unsightly or may detract from the general appearance of the Building.
12. No gambling, unlawful assembly or gathering, or unlawful act or behaviour of any kind is permitted in the Building and building vicinity.
13. Door-to-door solicitation without the prior written consent of the Management is strictly prohibited.
14. Locks on the doors or any other part of the Apartment shall not be changed, altered or installed without the prior written consent of the Management.
15. Pets are not allowed in the Apartments.
16. Smoking is not allowed inside the apartments and floor lobbies.
17. Electrical and other household appliances are to be used in the proper manner and with care.
18. Barbeque or cooking in the balcony is strictly prohibited.
19. Any fire or damage that may occur in or to the Apartment and any defect in the air-conditioning, water pipes, electrical wirings or fittings or other apparatus, sanitary systems, fixtures or other facilities in the Apartment or the common areas of the Building shall be reported to the Management Office forthwith.
20. All restrictions, rules and regulations which may from time to time be made or varied or added to by the Management shall be observed and performed by Permitted Residents and visitors. A Resident shall draw the attention of his visitors to the contents of all restrictions, rules and regulations prescribed by the Management.
21. In case of violation of the above regulations or any misconduct as deemed to cause others' inconvenience or discomfort, the Management reserves the right to ask the guest/s and/or Resident/s to leave.

<i>Please Sign</i>
Resident