

**Annex A**  
**CONDITIONS OF STAY**

**1. INTERPRETATION**

1.1 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” includes any individual, partnership, or 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 security deposit paid or payable by the Resident to Forthavens as specified in the Letter of Offer;
- “Stay” means the license 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;
- “Access Code” means the unique digital code or electronic credential issued by Forthavens for the digital door lock, which enables entry into the Apartment and, where applicable, the Building;
- “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.

1.2 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.

1.3 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.

**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.

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**3.2 Allocation and Re-allocation of Apartments:**

Requests for specific apartment allocations are not guaranteed, and all allocations are strictly subject to availability. The Management reserves the right to assign any apartment unit of an equivalent type prior to the commencement of the Stay Period. Notwithstanding the foregoing, and where circumstances require, Forthavens may at any time during the Stay Period, upon giving the Resident reasonable notice, require the Resident and any Permitted Residents to relocate to another apartment of an equivalent type (“New Apartment”). The Resident shall, upon expiry of the notice period, vacate the original apartment and occupy the New Apartment for the remainder of the Stay Period. Upon request, Forthavens may assist in the transfer of the Resident’s and Permitted Residents’ belongings; however, Forthavens shall not be liable or responsible for any loss or damage to such property arising out of or in connection with the relocation, and the Resident and any Permitted Residents shall remain fully responsible for ensuring the safe transfer of all property.

**4. ACCESS CODES AND ENTRY RIGHTS**

Forthavens will issue the Resident a unique digital Access Code for entry into the Apartment and, where applicable, the Building. If the Resident requests a reset of the Access Code, or if the Access Code is compromised, Forthavens may, at its discretion, reset the Access Code or replace/reprogramme the digital lock. The Resident shall be responsible for any costs associated with such reset or replacement, if applicable. Forthavens shall not be liable for any loss, damage, or inconvenience arising from the disclosure, misuse, or loss of the Access Code by the Resident or any Permitted Resident. Forthavens retains master access rights to the digital lock at all times. Forthavens and any authorised person, including other grantees of the Apartment, may exercise these rights and obtain entry to the Apartment as necessary.

**5. PAYMENTS**

**5.1 Payment:**

The Resident shall pay to Forthavens the Rental & Service Fees in advance. For the purposes of billing, the Arrival Date is the first day of the Stay Period. Where the Resident pays only the minimum Security Deposit of S\$500 to confirm the booking, the Resident shall pay the full rental amount for the entire duration of the Stay Period upfront, prior to the Arrival Date, and monthly rental payments shall not be applicable. Where the full rental is not required upfront, Forthavens’ billing cycle shall be based on blocks of thirty (30) nights, with each month defined as thirty (30) consecutive nights, regardless of the calendar month. The first thirty (30) nights’ Rental & Service Fees shall be collected upon check-in, and each subsequent thirty-night period shall be payable in advance on or before the expiry of the preceding thirty-night period. Where the Stay Period is less than thirty (30) nights, payment for the full duration of the Stay Period shall be made in advance.

**Definitions and Example:**

For the purposes of this clause, “Arrival Date” means the date on which the Stay Period commences, and “Billing Cycle” means each consecutive thirty-night period commencing from the Arrival Date.

If a Stay Period commences on 22 November and the Resident is paying under the monthly rental payments, the billing cycle of the first 30-night rental payment is payable on check-in (22 November – 22 December), the second billing cycle of a 30-night payment shall be payable on or before 22 December for the period 22 December – 21 January, the third 30-night payment shall be payable on or before 21 January for the period 21 January – 20 February, and so forth for the duration of the Stay Period.

**5.2 Security Deposit:**

The Resident shall pay a Security Deposit to Forthavens as security for the due observance and performance of all obligations under this Agreement, including payment of Rental & Service Fees and any loss, damage, or expense incurred by Forthavens arising from any breach of this Agreement by the Resident or any Permitted Resident. The amount of the Security Deposit shall be S\$500 where the Resident pays the full Rental & Service Fees for the entire Stay Period upfront, and S\$3,000 where the Resident elects to pay Rental & Service Fees in monthly instalments, based on consecutive 30-night blocks. Forthavens may apply the Security Deposit, or any part thereof, to settle any unpaid Rental & Service Fees, cover any costs, losses, or expenses arising from a breach of this Agreement, or recover any other amounts payable by the Resident under this Agreement. If any part of the Security Deposit is applied during the Stay Period, the Resident shall, within seven (7) days of a written demand, replenish the Security Deposit to the required amount. Subject to any such deductions, the Security Deposit shall be refunded to the Resident without interest 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

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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 shall not install any telephone, facsimile transceivers or teleprinters in the Apartment without the written consent of Forthavens.
- c) 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.

**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 shall issue a notice to the Resident and Permitted Residents of such excessive usage. If the excessive usage continues after the notice, Forthavens may terminate this Agreement forthwith and/or recover from the Resident and Permitted Residents 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 passageways leading thereto; and
- 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 and maintenance services.

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

**a) Use of Apartments:**

The Resident shall not use or permit the Apartment to be used otherwise than as a private residence for the Resident and the Permitted Residents, unless otherwise approved in writing by Forthavens. Where the Resident is a corporation, organisation, or other entity and the Apartment is occupied by its employees, representatives, or nominees, the Resident may rotate such occupants from time to time, provided that each Permitted Resident shall occupy the Apartment for a minimum continuous period of seven (7) consecutive days and that the total number of occupants shall not exceed the maximum occupancy permitted by Forthavens for the Apartment. The Resident shall notify Forthavens in writing at least three (3) working days in advance of any proposed change in occupants and shall provide the identity and particulars of the incoming Permitted Resident(s) in such form as Forthavens may prescribe from time to time, and no person shall be permitted to occupy the Apartment unless such person has been registered with and approved by Forthavens.

**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

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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 onto 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.

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 nonobservance 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, statutory or public authority with respect to the Apartment, the Resident shall forthwith notify Forthavens in writing.

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.

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**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
- 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 gate fobs 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

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- 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 the general cleaning of the Apartments, three times a week between 9 a.m. and 4 p.m., except as otherwise provided herein, and excluding Sundays and Public Holidays. Housekeeping services do not include washing of cooking utensils and cutlery, or cleaning of the kitchen sink, countertops, and cooker hobs. Should the kitchen require additional cleaning beyond the standard housekeeping, a fee of S\$50 will be levied.

**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, any property of the Resident remains, Forthavens may remove, store, sell, or otherwise dispose of such property at its discretion. The Resident shall reimburse Forthavens for all reasonable costs of removal, storage, sale, or disposal. Any sale proceeds, after deducting such costs, may be applied towards any sums owed by the Resident. If Forthavens is unable to contact the Resident at their last known address, the Resident may claim any remaining proceeds within three (3) months from the date of vacating; after this period, Forthavens shall be entitled to retain any unclaimed balance.
- 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 permitted by law, Forthavens shall not be liable or responsible to the Resident, any Permitted Resident, any visitor, invitee, guest, or other occupants, or any other person for any injury, loss, damage, accident, or harm whatsoever to any person or property occurring in or about the Apartment, the Building, or any facilities provided by Forthavens, whether arising from the use, occupation, condition, or otherwise, and whether caused by accident or otherwise. The Apartment, Building,

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and all facilities are used entirely at the Resident’s own risk, save only where such liability cannot be lawfully excluded under applicable law.

**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:

- 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:**

No early termination of the Stay Period is permitted. Notwithstanding the foregoing, in accordance with Item 6 of the Letter of Offer, should the Resident vacate the Apartment prior to the expiry of the Stay Period, the Security Deposit shall be forfeited in full and any prepaid amounts for the remainder of the Stay Period shall not be refunded, or, if the Security Deposit is waived, the Resident shall pay an early-termination penalty equivalent to one (1) month’s rent as specified in the Letter of Offer. In addition, the Resident shall reimburse Forthavens the proportionate agent commission for the unexpired period of the stay. Such early termination shall be without prejudice to any rights or remedies of Forthavens in respect of any prior breaches of the Conditions of Stay by the Resident. Proof of payment of commission shall be provided to the Resident upon request, if applicable.

**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

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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.

- 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>
<b>Resident</b>

**Annex C**  
**RULES AND REGULATIONS**

- 1) Check-in & Check-out and No-Show
  - Check-In any time after 2:00 pm (SGT) and Check-out any time before 12:00 pm (SGT).
  - Resident must present original identification: NRIC or Passport only. Digital IDs (e.g., SingPass) are not accepted. A selfie photo verification is required to complete check-in.
  - If the resident fails to check in within 24 hours of the scheduled check-in date without prior notice, the reservation will be automatically cancelled, and the deposit will be forfeited.
  
- 2) Stay Period Changes
 

A one-time complimentary change to the Stay Period may be made prior to check-in; any subsequent changes shall incur a penalty fee of S\$500. All changes to the Stay Period must be requested at least three (3) working days prior to the check-in date and shall be subject to availability, with no guarantee.
  
- 3) Who Can Stay
 

Only Permitted Residents who are registered may stay in the apartment. Visitors must comply with Management requests to show ID or authorization for security. Residents are responsible for their visitors' behavior at all times.
  
- 4) Shared Facilities
 

Only Residents, Permitted Residents, and visitors may use the swimming pool, Jacuzzi, gym, and other shared facilities. Follow the facility rules and safety guidelines. Proper attire is required. Use all facilities at your own risk.
  
- 5) Using of Movers, Lift and Heavy Items
 

Prior approval is required for movers, lift use, and moving of heavy or bulky items.
  
- 6) Child Policy
  - One child under the age of seven may share a room without incurring additional fees and using existing bedding.
  - Children are not allowed to play or loiter in common areas such as corridors, staircases, lifts, and entrances.
  
- 7) Common Areas
  - Do not leave toys, bicycles, parcels, garbage, or other items in corridors, staircases, lifts, or public areas.
  - Dispose of all garbage in bags and proper bins/refuse chutes.
  
- 8) Apartment Appearance
 

Nothing should be projected or hung outside your apartment (including clothes, towels, signage, or decorations) if deemed unsightly by Management.
  
- 9) Prohibited Activities
  - No gambling, illegal acts, or unlawful assemblies. No door-to-door solicitation without prior written consent.
  - Pets are not allowed.
  - Smoking is prohibited inside apartments and floor lobbies.
  - Barbeque or cooking on balconies is strictly prohibited.
  
- 10) Electrical & Appliances
  - Bringing of bulky items and furniture are not allowed, unless otherwise prior written approval from the management.
  - Use all appliances properly and safely.
  
- 11) Reporting Issues
 

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.
  
- 12) Compliance & Enforcement
 

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.

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>
<b>Resident</b>